

**BOROUGH OF ST. LAWRENCE  
BERKS COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 431**

AN ORDINANCE OF THE BOROUGH OF ST. LAWRENCE, BERKS COUNTY, PENNSYLVANIA, ENACTING AN INTERGOVERNMENTAL COOPERATION AGREEMENT ESTABLISHING A REGIONAL RECREATION COMMITTEE BETWEEN THE BOROUGH OF ST. LAWRENCE, LOWER ALSACE TOWNSHIP, THE BOROUGH OF MT. PENN, EXETER TOWNSHIP, MT. PENN BOROUGH MUNICIPAL AUTHORITY, AND THE ANTIETAM SCHOOL DISTRICT WHICH SHALL BE CALLED THE "RECREATION COMMISSION OF THE ANTIETAM VALLEY" AND AUTHORIZING THE PARTICIPATION OF THE BOROUGH OF ST. LAWRENCE IN THE COMMISSION

BE IT ENACTED AND ORDAINED by the Borough Council of the Borough of St. Lawrence, Berks County, Pennsylvania ("Borough"), and it is herein enacted and ordained by the authority of the same as follows:

SECTION 1. The Borough, along with the Borough Council of the Borough of Mt. Penn, the Boards of Supervisors of Exeter Township and Lower Alsace Township, and the Boards of Directors of the Antietam School District and of the Mt. Penn Borough Municipal Authority (collectively, "Governing Bodies") intend to create a regional recreation commission known as the "Recreation Commission of the Antietam Valley" ("Recreation Commission") and by doing so shall enter into an, "Intergovernmental Agreement of Cooperation" ("Intergovernmental Cooperation Agreement") as follows:

A. Adoption. The Borough hereby adopts the Intergovernmental Cooperation Agreement for the establishment and administration of the Recreation Commission to make recommendation and advise the Governing Bodies in analyzing the recreation needs and opportunities for the region as defined by the jurisdictional boundaries of the Governing Bodies; this Agreement is being adopted pursuant to the Act of December 19, 1996 PL1158, No. 177, Section 1 et seq. A true and correct copy of the Intergovernmental Cooperation Agreement is attached hereto, incorporated herein, and marked as Exhibit "A".

B. Duration. The acceptance by the Borough of the provisions of the Intergovernmental Cooperation Agreement shall continue in effect until terminated by a subsequent ordinance of the Borough or if similarly terminated by the other Governing Bodies.

C. Binding Effect. The Intergovernmental Cooperation Agreement entered into by the Borough and the other Governing Bodies shall be binding upon all Governing Bodies adopting it.

D. Purpose. The purpose of this Intergovernmental Cooperation Agreement shall be to allow the parties to establish a Recreation Commission to make recommendations and advise the municipalities in analyzing the recreation needs and opportunities for the region encompassed by the jurisdiction of the Governing Bodies;

E. The Structure of the Recreation Commission and costs associated with the same are set forth by the Intergovernmental Cooperation Agreement which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The provisions of this Article are severable and if any provision, sentence, clause, section or part thereof is held illegal, invalid, unconstitutional or inapplicable to any person or entity, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Article.

SECTION 3. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 4. This Ordinance shall become effective within five (5) days of the enactment of this Ordinance.

ENACTED and ORDAINED as an Ordinance of the Borough of St. Lawrence, Berks County, Pennsylvania, this 12<sup>th</sup> day of March, 2015.

BOROUGH COUNCIL OF BOROUGH  
OF ST. LAWRENCE, BERKS COUNTY, PA.

By: Robert J. May 04/09/15  
Robert J. May, President of Council

Attest: Susan Eggert  
Susan Eggert, Borough Secretary

Approved as an Ordinance this 12<sup>th</sup> day of March, 2015:

By: Michael Fritz  
Michael Fritz, Mayor

INTERGOVERNMENTAL AGREEMENT OF COOPERATION – Draft 2/15/2015

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and among Lower Alsace Township, a second class township of the Commonwealth of Pennsylvania, herein called "Lower Alsace"; Mt. Penn Borough, a municipal corporation of the Commonwealth of Pennsylvania, herein called "Mt. Penn"; Antietam School District, a public school district of the Commonwealth of Pennsylvania, herein called "School District"; Exeter Township, a second class township of the Commonwealth of Pennsylvania, herein called "Exeter"; St. Lawrence Borough, a municipal corporation of the Commonwealth of Pennsylvania, herein called "St. Lawrence"; and Mt. Penn Borough Municipal Authority, a municipal authority of the Commonwealth of Pennsylvania, herein called "Authority"; and hereafter as to all parties referred to collectively as "Participants," and hereafter sometimes referred to individually as "Participant."

WITNESSETH:

WHEREAS, the Intergovernmental Cooperation Act (53 Pa. C.S. Section 2301 et seq., herein called the "Act") permits local governments (under the Act the term "local government" includes townships and boroughs) to enter into agreements to cooperate in the exercise or performance of their respective functions, powers or responsibilities, including parks and recreation services; and

WHEREAS, it is believed by the Participants that the residents and taxpayers within their respective political boundaries will be benefited by a jointly-supported parks and recreation program, which program shall comply with all applicable laws; and

WHEREAS, the purpose of this Agreement is to provide a framework and mechanism to adequately and efficiently provide for management, implementation, oversight, operation and administration of recreation programs and parks and recreation facilities and open space for the community through joint efforts rather than by separate efforts of each Participant; and

WHEREAS, to prevent duplication of effort and to maximize cost effectiveness and economies of scale, and in order to efficiently operate and promote parks and recreation services, programs and facilities, the Participants mutually desire to mobilize community resources to effectively and economically meet the present and future parks and recreation needs of the residents and taxpayers of the Participants; and

WHEREAS, all Participants are legally authorized to enter into such an Agreement for the joint support of a parks and recreation program.

NOW, THEREFORE, in consideration of mutual promises contained herein, and intending to be legally bound hereby, the Participants agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated herein as if fully set forth.
2. Authorization. The Participants above named hereby authorize the creation of the Recreation Commission of the Antietam Valley (herein called "Commission") which shall direct, manage and administer community parks and recreation services pursuant to this Agreement and all amendments thereto. The Participants agree to formalize the appointment and representation of the members of the Commission.
3. Commission Representation. The Commission shall consist of nine (9) directors, as follows:
  - (a) The Lower Alsace Township Board of Supervisors shall appoint two (2) members of the Commission, both of whom shall be residents of Lower Alsace Township. Each such member shall serve for a term of three (3) years, expiring on December 31. Such members may be reappointed as members of the Commission.
  - (b) The Mt. Penn Borough Council shall appoint two (2) members of the Commission, both of whom shall be residents of Mt. Penn Borough. Each such member shall serve for a term of three (3) years, expiring on December 31. Such members may be reappointed as members of the Commission.
  - (c) The Antietam School Board shall appoint two (2) members of the Commission, both of whom shall be residents of the Antietam School District. Each such member shall serve for a term of three (3) years, expiring on December 31. Such members may be reappointed as members of the Commission.
  - (d) The Exeter Township Board of Supervisors shall appoint (1) member of the Commission, who shall be a resident of Exeter Township. Each such member shall serve for a term of three (3) years, expiring on December 31. Such member may be reappointed as a member of the Commission.
  - (e) The St. Lawrence Borough Council shall appoint one (1) member of the Commission, who shall be a resident of St. Lawrence Borough. Each such member shall serve for a term of three (3) years, expiring on December 31. Such member may be reappointed as a member of the Commission.
  - (f) The Mt. Penn Borough Municipal Authority shall appoint one (1) member of the Commission. Such member shall serve for a term of three (3) years,

expiring on December 31. Such member may be reappointed as a member of the Commission.

(g) Vacancy. Any vacancy on the Commission shall be filled by the Participant who appointed the vacating member of the Commission. If a Commission member who is required to maintain his or her residence in the political boundaries of a Participant ceases to be such a resident, his or her membership shall terminate automatically, and his or her position on the Commission shall be declared vacant. Any vacancy on the Commission must be filled within sixty (60) days by the Participant.

(h) Attendance. The Commission may request the removal of any member by the Participants for a repeated lack of attendance at meetings. Any member missing three (3) consecutive meetings, unexcused, or attending less than 50% of regularly scheduled meetings during one calendar year is subject to the Commission's recommending that the member be removed for cause.

#### 4. Duties of Commission – Powers.

(a) Purpose. The Commission shall organize, supervise, administer, maintain and operate a community recreation and parks program for the residents of the Borough of Mount Penn, the Township of Lower Alsace, and the immediately surrounding area.

(b) Property, Facilities and Equipment. The Commission may contract for or acquire property, furnishings, equipment and other amenities (collectively "Equipment") for community recreation facilities. Equipment which is acquired by the Commission shall be administered and maintained by the Commission for the benefit of all residents of the Participants. Equipment so acquired that is permanently affixed to property of a Participant (hereinafter called "Fixtures") shall become the property of such Participant if the Commission is dissolved or if the Participant withdraws from this Agreement, unless otherwise agreed upon by all of the Participants. The acquisition and purchase of Equipment shall be in accordance with the standards set forth in the Act.

(c) Conduct of Business. The Commission will establish its own form of organization and appropriate rules and regulations for the conduct of its business, including adopting its own By-Laws. Said By-Laws shall incorporate any and all provisions set forth in this Agreement with regard to the conduct of Commission business. The Commission shall receive administrative support from the Participants for all matters with respect to its duties.

- (d) Officers. The Commission shall elect a Chairperson, Vice Chairperson, Secretary and Treasurer from the membership of the Commission. The Chairperson shall act as chair at all duly called meetings and shall be empowered to execute, together with an attestation by the Secretary, all legally binding documents on behalf of the Commission. The Vice Chairperson shall serve in the absence of the Chairperson. The Secretary or his/her designee shall record the Commission's actions and be custodian of the Commission's records. The Treasurer or his/her designee shall receive and expend all Commission funds and shall keep an accounting of all of the Commission's finances. The Treasurer shall also present monthly reports regarding the finances of the Commission to the Commission members. The Commission shall organize annually at the first meeting of each year, which shall be held in January. All officers shall be elected at the Commission's January organizational meeting and serve a one (1) year term of office, expiring December 31. If an officer ceases to be a member of the Commission, a successor shall be elected.
- (e) Commission Meetings. The Commission shall have regularly scheduled meetings. The Chairperson of the Commission may, when he or she deems it necessary or desirable, and shall, upon the request of four members of the Commission, call a special meeting of the Commission for the purpose of transacting any business designated in the call of the meeting. The call for any regular and special meeting shall be in accordance with the Pennsylvania Sunshine Act. The meetings of the members may be held at such place as the majority of members from time to time designate or as may be designated by the notice calling the meeting.
- (f) Quorum. When a majority of Commission members [five (5) or more members] are present at a Commission meeting, a quorum will be met, and official actions may be taken.
- (g) Voting. Each member of the Commission shall have one (1) vote.
- (h) Establishment of Advisory Committees. The Commission may establish advisory committees as deemed necessary or desirable for the operation of the Commission. The number of advisory committees and members assigned to the committees shall be established by the entire Commission.
- (i) Employment of Personnel. The Commission may, for the purposes of carrying out its purposes, employ and terminate such personnel as it shall deem proper. The compensation of such personnel shall be fixed by the Commission. All employees of the Commission shall be paid through the Commission.

5. Directors and Officers Insurance. The Commission shall obtain and maintain public officials "directors and officers" insurance coverage for its members.
6. Effective Date, Term. This Agreement shall be effective July 1, 2015, and shall be for a term of five (5) calendar years ending December 31, 2020. Participants may not withdraw from this Agreement during the initial five (5) year term of the Agreement. This Agreement shall continue in full force and effect and shall be automatically renewed year-to-year thereafter except as otherwise provided in this Agreement.
7. Withdrawal. After the initial five (5) year term, any Participant may withdraw from the terms of this Agreement at the end of any calendar year by giving written notice of such withdrawal to the other Participants one (1) year before the proposed withdrawal date. Withdrawal from this Agreement by any Participant shall not terminate the Agreement among the remaining parties. Withdrawal from this Agreement must be approved by a majority of the voting members of the governing body of the Participant which desires to withdraw, voted at a public meeting in accordance with the requirements of the Pennsylvania Sunshine Act and any other applicable laws.
8. Entire Agreement. This Agreement constitutes the entire contract by the Participants, and there are no other understandings, oral or written, relating to the subject matter hereof.
9. Amendment. This Agreement shall not be amended or altered except by a writing duly approved by and signed on behalf of all of the Participants.
10. Governing Law. This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania. This Agreement is adopted pursuant to the Act, and each Participant shall take all necessary steps under the Act to comply with the same.
11. Agreement Approval Procedures. The Participants agree to take all action necessary to carry out the provisions of this Agreement. Each Participant will adopt an ordinance or resolution approving and authorizing the execution of this Agreement. This Agreement may be simultaneously executed in several counter parts, each of which so executed shall be deemed to be an original, and such counter parts together shall constitute but one and the same instrument.
12. Limitations. The Participants to this agreement are not bound by the determinations or decisions made by the Commission, nor are the Participants agreeing to or obligated to provide financial support to the Commission by execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ANTIETAM SCHOOL DISTRICT

Berks County, Pennsylvania

Attest: Melinda Brewer

By: Dan B. Stauff

President

LOWER ALSACE TOWNSHIP

Berks County, Pennsylvania

Attest: Terry L. Styr

By: James Oswald

Chairman, Board of Supervisors

[TOWNSHIP SEAL]

MT. PENN BOROUGH

Berks County, Pennsylvania

Attest: Christina Hauer

By: Thomas A. Stover

President, Borough Council

[BOROUGH SEAL]

EXETER TOWNSHIP

Berks County, Pennsylvania

Attest: [Signature]

By: [Signature]

Chairman, Board of Supervisors

[TOWNSHIP SEAL]



ST. LAWRENCE BOROUGH

Berks County, Pennsylvania

Attest:

*[Handwritten Signature]*

By:

*[Handwritten Signature]*

President, Borough Council

[BOROUGH SEAL]

MT. PENN BOROUGH MUNICIPAL AUTHORITY

Berks County, Pennsylvania

Attest:

*[Handwritten Signature]*

By:

*[Handwritten Signature]*

Chairman

ST LAWRENCE BOROUGH  
BOROUGH MANAGER  
3540 ST. LAWRENCE AVENUE  
READING, PA 19606

NOTICE

The Borough Council of the Borough of St. Lawrence will consider the adoption of an ordinance at its meeting on Thursday, March 12, 2015 at 7:30 p.m. at the Borough of St. Lawrence Municipal Building, 3540 St. Lawrence Avenue, Reading, Pennsylvania 19606. A summary of the ordinance is as follows:

{ No.0000447577

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**Proof of Publication of Notice in Reading Eagle**

Under Act No. 587, Approved May 16,1929.

Commonwealth of Pennsylvania,  
County of Berks

} SS:

Lynn Schittler, Assistant Secretary, READING EAGLE COMPANY, of the County and Commonwealth aforesaid, being duly sworn, deposes and says that the READING EAGLE established January 28, 1868 is a newspaper of general circulation published at 345 Penn Street, City of Reading, County and State aforesaid, and that the printed notice or publication attached hereto is exactly the same as printed and published in the regular edition and issues of the said READING EAGLE on the following dates, viz.:

**Reading Eagle Thursday, February 26, 2015, A.D.**

Affiant further deposes that this person is duly authorized by READING EAGLE COMPANY, a corporation, publisher of said READING EAGLE, a newspaper of general circulation, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place, character of publication are true.

*Lynn Schittler*

Lynn Schittler

Sworn to and subscribed before me on this day of February 26, 2015

*Ann Liptak*

Notary

AN ORDINANCE OF THE BOROUGH OF ST. LAWRENCE, BERKS COUNTY, PENNSYLVANIA, ENACTING AN INTERGOVERNMENTAL COOPERATION AGREEMENT ESTABLISHING A REGIONAL RECREATION COMMITTEE BETWEEN THE BOROUGH OF ST. LAWRENCE, LOWER ALSACE TOWNSHIP, THE BOROUGH OF MT. PENN, EXETER TOWNSHIP, MT. PENN BOROUGH MUNICIPAL AUTHORITY, AND THE ANTIETAM SCHOOL DISTRICT WHICH SHALL BE CALLED THE "RECREATION COMMISSION OF THE ANTIETAM VALLEY" AND AUTHORIZING THE PARTICIPATION OF THE BOROUGH OF ST. LAWRENCE IN THE COMMISSION

Copies of the full text of the ordinance may be examined without charge or obtained for a charge not greater than the cost thereof at the Borough of St. Lawrence Municipal Building, 3540 St. Lawrence Avenue, Reading, PA 19606, at the Berks County Law Library, Berks County Courthouse, Sixth and Court Streets, Reading, PA 19601, and at the Reading Eagle-Times, 345 Penn Street, Reading, PA 19601.

Joan E. London, Esquire  
Solicitor, Borough of St. Lawrence

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Ann L. Liptak, Notary Public  
City of Reading, Berks County  
My Commission Expires Oct. 2, 2016