

BOROUGH OF SOUTHMONT, CAMBRIA COUNTY, PENNSYLVANIA

ORDINANCE NO. 273

AUTHORIZING THE BOROUGH OF SOUTHMONT TO ENTER INTO A JOINT RECREATION AGREEMENT WITH WESTMONT HILLTOP SCHOOL DISTRICT, BOROUGH OF WESTMONT AND TOWNSHIP OF UPPER YODER, CONTINUING THE OPERATION OF THE WESTMONT HILLTOP RECREATION COMMISSION ON AND AFTER APRIL 1, 1973; AND SPECIFYING THE CONDITIONS OF THE AGREEMENT, DURATION OF THE TERM THEREOF, THE MANNER AND EXTENT OF FINANCING, THE ORGANIZATIONAL STRUCTURE THEREOF, AND THE MANNER IN WHICH PROPERTY, REAL OR PERSONAL, SHALL BE ACQUIRED, MANAGED OR DISPOSED OF.

BE IT ORDAINED AND ENACTED, AND IT IS HEREBY ORDAINED AND ENACTED by the Council of the Borough of Southmont, Cambria County, Pennsylvania, that the Borough shall be authorized to enter into a Joint Recreation Agreement with Westmont Hilltop School District, the Borough of Westmont and the Township of Upper Yoder, subject to the conditions hereinafter set forth.

SECTION L. The said Joint Recreation Agreement is as follows:

JOINT RECREATION AGREEMENT

MADE AND CONCLUDED this 8th day of January, 1973, by and between: WESTMONT HILLTOP SCHOOL DISTRICT, a school district, party of the first part; BOROUGH OF SOUTHMONT, a municipality, party of the second part; BOROUGH OF WESTMONT, a municipality, party of the third part; and TOWNSHIP OF UPPER YODER, a municipality, party of the fourth part.

WHEREAS, Southmont Borough, Westmont Borough and Upper Yoder Township have a composite school district for their territory, known as Westmont Hilltop School District; and

WHEREAS, the parties hereto have been participating in a cooperative recreational program and maintaining a joint recreation commission under the Act of May 21, 1943, P.L. 340, which has now been repealed, so that the existing Joint Recreational Agreement between the parties will expire at the expiration of the present term of said agreement on March 30, 1973.

WHEREAS, the parties are empowered to continue to carry on such municipal activity jointly by virtue of the Act. No. 180, Sessions of 1972, enacted July 12, 1972, and by virtue of the Codes pertaining to each of the parties hereto respectively.

NOW, THEREFORE, the parties hereto agree as follows:

(1) That there is to be continued the joint recreation commission known as WESTMONT HILLTOP RECREATION COMMISSION, said Commission consisting of nine (9) members.

(2) That each member of the Westmont Hilltop Recreation Commission shall serve for a term of three (3) years with appointments to be made in the month of April of each year upon the expiration of any terms of present members of said Commission by the party that appointed the member whose term expires. In respect to the present members of the Commission, it is agreed that the School District has three appointees whose terms terminate on March 30, 1973, and that each municipality has one appointee whose term terminates on March 30, 1974, and one appointee whose term terminates on March 30, 1975.

(3) All members of the Commission shall reside within the area of Westmont Borough, Southmont Borough and Upper Yoder Township and shall serve without compensation or pay although they may be reimbursed for necessary expenses incurred in the performance of their duties.

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(4) Any vacancies in said Commission shall be filled by the municipality or school district making the original appointment for the unexpired portion of the term. All appointees shall serve for their full term, unless they voluntarily resign or unless the municipality or school district making the appointment, after a public hearing, removes any member of the Commission for inefficiency, neglect of duty or malfeasance in office.

(5) The Commission shall elect its own Chairman and its own Secretary-Treasurer and create and fill such other offices as it may determine, said officers to serve for a term of one (1) year. The Secretary-Treasurer need not be a member of The Commission. He may be paid for his services. He shall also be bonded with sufficient bond as determined by the Commission, as all monies appropriated to the Commission shall pass through his hands.

(6) The Commission may make and alter rules and regulations for its procedure consistent with the laws of the Commonwealth of Pennsylvania and of the Codes governing the parties creating the Commission. The Commission shall keep a record of its resolutions and transactions, which record shall be a public record. It shall submit a report, at least annually, to each of the municipalities and the school district creating the Commission, which report shall set forth the financial receipts and expenditures of the Commission, an analysis of the community recreation areas, facilities and leadership, the adequacy of the program and its effectiveness and any recommendations for a recreation program.

(7) Each party to this agreement agrees to contribute annually to the Westmont Hilltop Recreation Commission an appropriation equal to not less than a minimum of one-half (1/2) mill of the assessed property valuation of all real property within each respective municipality and the school district; provided, that any amount contributed by a party to the Westmont Hilltop Recreation Authority, a Joint Municipal Authority, shall be considered as part of the annual contribution of such party under this paragraph; provided, however, that in no event shall the annual contribution of the school district exceed \$28,000.00.

(8) The Commission shall establish and maintain a recreation program in the Southmont Borough, Westmont Borough and Upper Yoder Township area for the benefit of the inhabitants of that area and shall equip, operate and maintain recreation places and activities out of the funds appropriated by the Commission. In carrying out these duties, the Commission may employ play leaders, recreation directors, supervisors, or other employees as it may deem necessary.

(9) The Commission may purchase personal property and materials for this purpose, provided that all joint purchases involving an expenditure of more than One Thousand Five Hundred (1,500.00) Dollars shall be made by contract, in writing, only after notice has been published for bids once a week for two (2) weeks in at least one and not more than two newspapers of general circulation circulating generally in the adjoining municipalities, with all contracts to be let to the lowest responsible bidder.

(10) Unless the parties creating the Commission hereafter specifically agree thereto, the Commission shall not have power to purchase or own any real estate. Any real estate used by the Commission in carrying out its functions shall remain the property of the municipality or school district owning the same or shall be leased from private parties under a written lease. Nevertheless, it shall be the duty of the Commission to assure that the grounds it uses for recreation purposes are covered by adequate liability insurance which may be paid either out of the funds of the Commission or out of the funds of one of the municipalities or the school district creating the Commission. The Commission may make additions to and repairs upon buildings or other structures situate on such real estate for the purposes of carrying out its recreation program, with the consent of the municipality or school district which owns the land therein involved. Any extraordinary repairs or capital additions to land shall be made only the the municipality or school district owning the same, unless all parties hereto agree otherwise.

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(11) The Commission shall plan its fiscal affairs on a calendar year basis and shall submit its financial reports on a calendar year basis.

(12) This Agreement shall remain in effect and bind all parties hereto beginning April 1, 1973, and thereafter from year to year, except that this Agreement may be terminated by the mutual consent of all parties hereto, and except that this Agreement may be terminated by any municipality or school district party hereto giving notice in writing of its intention to terminate this Agreement, said notice to be delivered to the other parties hereto at least six (6) months before the beginning of any calendar year hereafter, and the Agreement shall thereupon be terminated at the beginning of said calendar year.

(13) Upon the termination of this Agreement in a manner above provided, any equity in joint property shall be appraised at market value as of the date of effective termination by two (2) reputable appraisers and each party to this Agreement shall have an equity therein in proportion to the contribution made by such party to the Westmont Hilltop Recreation Commission during the previous calendar year.

(14) The parties hereto agree that this Joint Agreement shall be deemed in force when the same has been adopted by Ordinance by the boroughs and township hereto, and by Resolution in the case of the School District, and thereafter duly executed by the appropriate officers of the parties hereto.

Section 2. All portions of said Joint Recreation Agreement are incorporated in this Ordinance and made a part hereto so as to comply with Section 7 of Act No. 180, Sessions of 1972, enacted July 12, 1972.

Enacted and ordained this 8th day of January, 1973.

ATTEST:

BOROUGH OF SOUTHMONT

Beverly J. Brown
Secretary

By Paul L. Weir
President of Council

APPROVED the 8th day of January, 1973.

Robert Moore
Mayor