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[HISTORY: Adopted by the Board of Supervisors of the Township of Paradise as indicated in article histories. Amendments noted where applicable.]

ARTICLE I

Authority

§ 12-1. Statutory authority; intergovernmental contract.

The Intergovernmental Cooperation Act, Act of December 19, 1996, P.L. 1158, No. 177, found at 53 Pa. C.S.A. 2301 et seq., provides that two or more municipalities in this Commonwealth may jointly cooperate in the exercise or performance of their respective governmental functions, powers or responsibilities.

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§ 12-2. Contract authorization.

Section 1506 of the Second Class Township Code, Act of May 1, 1933, P.L. 103, No. 69, as amended by the Act of November 9, 1995, P.L. 350, No. 60, found at 53 P.S. 66506; entitled “General Powers”, authorizes the Board of Township Supervisors to make and adopt ordinances necessary for the proper management, care and control of the township, and the maintenance of the health and welfare of the township and its citizens.

§ 12-3. Intergovernmental cooperation.

Section 1507 of the said Second Class Township Code, found at 53 P.S. 66507, entitled “Intergovernmental Cooperation”, authorizes the Board of Supervisors by ordinance to make agreements with other municipal corporations in performing governmental powers, duties and functions, and in carrying into effect the provisions of the said Intergovernmental Cooperation Law; and

ARTICLE II

[Adopted 08/15/00]

Joint Regional Park and Recreation Board

§ 12-4. Joint regional board.

The Paradise Township Board of Supervisors of Paradise Township, Monroe County, Pennsylvania, deems it to be in the best interest of and for the general welfare of the citizens and the residents of the Township to enter into a cooperation agreement with the Township of Barrett and the Borough of Mt. Pocono to create a Joint Regional Park and Recreation Board.

§ 12-5. Joint ownership.

Section 2205 of the said Second Class Township Code, Act of May 1, 1933, P.L. 103, No. 69, as amended by the Act of November 9, 1995, P.L. 350, No. 60, found at 53 P.S.66506; entitled “Joint Ownership and Maintenance”, authorizes the Board of Township Supervisors to join with any one or more municipal corporations, counties or school districts to acquire, create, equip, maintain and operate any park or recreation area to serve residents of the township

§ 12-6. Cooperation agreement.

The Board of Supervisors has negotiated the terms and provisions of an “Intermunicipal Cooperation Agreement for a Regional Open Space and Recreational Plan” with the Township of Barrett and the Borough of Mt. Pocono;

§ 12-7. Participants.

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The Board of Supervisors desires to enter into that “Intermunicipal Cooperation Agreement for a Regional Open Space Plan” with the Township of Barrett and the Borough of Mt. Pocono, pursuant to the said Intergovernmental Cooperation Act;

§ 12-8. Agreement.

- A. Title. This ordinance shall be known and may be cited as the Paradise Township Ordinance Authorizing an “Intermunicipal Cooperation Agreement for a Regional Open Space and Recreation Plan”.
- B. Approval of Agreement for a Regional Open Space and Recreational Plan. The “Intermunicipal Cooperation Agreement for a Regional Open Space and Recreational Plan” with the Township of Barrett and Borough of Mt. Pocono, marked as Exhibit “A”, attached hereto and incorporated hereby reference, is hereby approved, adopted and authorized, provided that the Township of Barrett and Borough of Mt. Pocono, by appropriate official action, approve, adopt and authorize the execution of the same agreement.
- C. Provision for Implementation Resolutions. The Board of Supervisors of Paradise Township may by resolution adopt procedures and regulations to implement the Agreement approved by this Ordinance, pursuant to the Intergovernmental Cooperation Act, Act of December 19, 1996, P.L. 1158, No. 177, found at Pa. C.S.A. 3201 et. swq.
- D. Severability. The provisions of this Ordinance shall be severable, and if any of the provisions hereof shall be found to be invalid or unenforceable, the remaining provisions of this Ordinance shall remain in effect.
- E. Repealer. All ordinances or parts of ordinances or resolutions conflicting or inconsistent with any of the provisions of this ordinance are hereby repealed insofar as same affect this ordinance.

ARTICLE III

[Adopted 12/15/09]

Joint Code Enforcement and Program

§ 12-9. Authorization of Entry Into Intergovernmental Cooperation Agreement.

The proper officers of the Township are hereby authorized and directed to execute and deliver on behalf of the Township, the Intergovernmental Cooperation Agreement (the "Agreement"), in substantially the form attached hereto as **Exhibit "A"**, with respect to the creation, powers and appointment of a Joint Appeals Board to act with respect to all of the parties to the Agreement.

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§12-10. Powers of Joint Appeals Board.

The Joint Appeals Board shall have all of the powers and shall be subject to the limitations of and shall exercise its authority in conformity with the provisions of the Construction Code and the regulations adopted thereunder and set forth in 34 Pa. Code §403.121 and 403.122.

§ 12-11. Appointment Of Member.

The Township shall appoint and reappoint two (2) members of the Joint Appeal Board, by resolution, from time to time, as required, which members shall serve an indefinite term, provided, that such member may be removed, with or without cause, by a majority vote of the Township Board of Supervisors; provided, further, that no member of the Joint Appeals Board shall be removed during the pendency of a hearing or application, until the hearing is concluded and a decision of the Joint Appeals Board has been rendered.

§ 12-12. Authorization of Further Action.

The proper officers of the Township are hereby authorized and directed to take all such actions, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Ordinance and the Act insofar as the transaction contemplated by this Ordinance, in the name and on behalf of the Township

§ 12-13. Severability.

In case any one (1) or more of the provisions contained in this Ordinance or in the Agreement pursuant hereto shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of said Agreement, and this Ordinance or said Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE IV

[Adopted 12/17/02]

Pocono Area Recreation Commission

§12-15. Participants.

Mt. Pocono Borough, a municipal corporation of the Commonwealth of Pennsylvania, situated in Monroe County, herein called "Borough", Barrett Township, a 2nd class township of the Commonwealth of Pennsylvania, situated in Monroe County, herein

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called “Barrett Township”, Paradise Township, a 2nd class township of the Commonwealth of Pennsylvania, situated in Monroe County, herein called “Paradise Township”, hereafter collectively referred to as “Participants” or sometimes individually as “Participant”.

§ 12-16. Findings.

It is believed by the Participants that the citizens within their respective political boundaries will be benefited by a community recreation and parks program jointly administered by them, which program shall comply with all applicable laws; and

§ 12-17. Purpose.

The purpose of this Agreement is to provide a framework and mechanism to adequately develop and maintain community recreation and parks services and facilities, and to organize, manage, sponsor, and supervise community events within the political boundaries of the Participants through joint efforts rather than by separate efforts of each Participant; and

§ 12-18. Establishment of commission.

To prevent duplication of effort and to maximize cost effectiveness, and in order to promote and conduct a program of community recreation and parks, the Participants mutually desire to mobilize community resources to effectively and economically meet the present and future recreation and parks needs of their citizens; and

§ 12-19. Commission.

A. The Participants hereby authorize the creation of the Pocono Area Recreation Commission (herein called “Commission”), which shall direct, manage, and administer a community recreation and parks program pursuant to this Agreement, and all amendments hereto.

- (1) Each Participant must adopt an ordinance, or other action of its governing body of equal statute, ratifying their participation in the program and approving and authorizing the execution of this agreement.

B. Representation.

The Commission shall consist of nine (9) members all of whom shall serve without pay as follows: Each Participant shall appoint three residents of their municipality to the Commission, one (1) of whom is preferred, although not mandatory, to be an elected member of their governing board and one (1) of whom is preferred to be an elected member of their Park or Recreation Board, Committee or Commission. All

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appointees shall be a resident of their participating municipality. Such members shall serve for a term of five (5) years, expiring on December 31, except that the original terms shall be staggered that not more than one-third (1/3) of the members shall expire annually. Each participant shall assign one of the following terms to each of their original appointees - three (3), four (4) and five (5) years. Such members may be reappointed as members of the Commission. Such members may be removed from office at any time by the Commission for cause or at any time by the members governmental body's discretion.

C. Voting.

Each member of the Commission shall have one (1) vote.

D. Establishment of Advisory Committees. The Commission may establish advisory committees as deemed necessary or desirable for the operation of the Commission. The number of members and membership requirements of said committees shall be established by the Commission from time to time pursuant to the Commission's by-laws.

E. Vacancy. Any vacancy on the Commission (whether by reason of death, disqualification, resignation or removal of a member thereof) shall be filled by the Participant, which appointed the vacating member of the Commission. Any vacancy in a term of office held by a commission member who is serving a fixed term of office shall be filled for the unexpired term of office. If a Commission member, who is required to maintain his or her residences 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 deemed vacant. When a Commission member who is required to be an elected member of a Participant's governing body is no longer serving as such an elected official, his or her membership on the commission is terminated. Although it is not mandatory to have an elected member of the Participant's governing body as a Commission member, it is preferred. Any vacancy on the Commission must be filled within sixty (60) days.

F. Attendance. The Commission may request that a Participant remove such Participant's member for his or her repeated lack of attendance at meetings. Members must attend 75% of the total meetings each year and not miss more than three (3) consecutive meetings during their term or be subject to removal for cause.

§ 12-20. 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 Participants.

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- B. Property (not land), 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. Equipments so acquired that is permanently affixed to the property of a Participant (herein after 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. Regional Park, Recreation and Open Space Plan. It shall be the responsibility of the Commission to comply with the Mt. Pocono, Barrett, Paradise Open Space and Recreation Plan prepared by Urban Research and Development Corporation.
- D. Real Estate. The Commission shall have no power to lease, purchase, or own any real estate unless all of the municipal parties hereto shall agree thereto in which case said real estate shall be acquired or leased in the names of the municipalities with ownership to be in such proportions as the parties shall agree. Any real estate and personal property of any kind whatsoever attached or unattached used by the Commission in carrying out its functions shall remain the property of the current Participant owning the same. The Commission may make additions to and repairs upon buildings or other structures on real estate owned or leased by the Participants which are parties hereto for the purposes of carrying out its recreation program providing the Participant owning or leasing said land shall consent to said repairs or additions. However any extraordinary repairs, capital improvements, or additions to land shall be made only by the Participant owning or leasing the same, unless under separate written agreement, Participants' governing bodies, by majority vote, agree upon such terms, to share in the expense of such repairs, improvement, or additions.
- (1) Future real estate purchases as identified by the existing Mt. Pocono, Barrett, Paradise Open Space and Recreation Plan, to meet the growing demands for recreation and park services and facilities will remain the individual Participant's responsibility and the responsibility of the Open Space Board, unless under separate written agreement, Participants' governing bodies, by unanimous vote, agree upon such terms to share in the expense of said purchase.
- E. Employment and Personnel. The Commission may for the purpose of carrying out its purposes, employ and terminate such personnel, as it shall deem proper. All employees of the Commission shall be paid through the Commission. The Commission shall have the authority to enter into contracts for policies of group insurance and employee benefits. The Commission shall employ a Director, who shall serve at the Commissions' pleasure, and who shall be responsible for

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coordinating the development and supervision of all recreational activities and programs. The Director, with the approval of the Commission, shall be responsible for the selection and hiring of all other personnel, including supervisors, instructors and leaders. The Director shall be required to attend all regular meetings of the Commission and may participate in any discussion undertaken during such meeting, but shall have no voting rights with respect to and shall not be entitled to vote at any such meeting. Executive sessions of the Commission may be held without the attendance of the Director at the discretion of the Commission, in accordance with the Pennsylvania Sunshine Law.

(1) For the hiring of a Director, the Commission will be responsible for recruiting, selecting and employing a Circuit Rider Director. During the time Department of Conservation and Natural Resources (DCNR) Circuit Rider Grants are being used to help fund the Director's position, DCNR shall be consulted on, and approve, the hiring of the Circuit Rider Director.

F. Conduct of Business. The Commission shall 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 and shall be reviewed and commented upon by the governing bodies of the Participants.

(1) Officers. The Commission shall elect a Chairperson, Vice-Chairperson, Secretary, Treasurer, all from the membership of the Commission, with each Participant being entitled to have one of its Commission members hold at least one such officer position. The Chairperson shall act as chair at all duly called meetings and shall be empowered to execute, together with and 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 of the Commission or his/her designees shall receive and expend all Commission funds and shall render an accounting of all the Commission financial reports to the Commission members. All officers shall serve for a minimum term of two (2) years or until their successors are elected and shall have all rights, duties, and responsibilities as may be contained in this Agreement and the by-laws of the Commission. If an officer ceases to be a member of the Commission, a successor shall be elected in accordance with the requirements of this Agreement.

(2) Commission Meetings. The Commission shall have regularly scheduled meetings at least once every month. The Chairperson of the Commission may when he or she deems it necessary or desirable, and shall upon the request of three (three) members of the Commission and/or the Director, call a special meeting of the

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Commission for the purpose of transacting any business designated in the call of the meeting. The call for any regular and/or special meeting shall be in accordance with the Pennsylvania Sunshine Act.

- (3) Quorum. When a majority of the number of members of the Commission (five or more members) is present at a Commission meeting, a quorum will be met and official actions may be taken. Official actions shall require a majority vote of those present.
- (4) Member Duties. Each member of the Commission will serve as a liaison for his or her respective local government. Members are responsible for keeping their governing bodies and recreation groups informed of the progress of the Commission and for obtaining all necessary information and input from their municipal officials so that members can effectively represent the position and views of their respective local governments. Commission members will also be responsible for identifying the recreation needs that their respective municipality would like to address and for evaluating and monitoring the progress made by the Circuit Rider Director. Any problems with the quality or quantity of work should be brought to the attention of the Commission Chairman for discussion and resolution at the next special or regular meeting of the Commission.
- (5) Office Location. The office of administration for the Commission shall be at a location as to be determined by the Commission to best suit the needs of the staff, access for the general public, and the community.

G. Annual Report. The Commission shall submit an annual report of its activities to the Participants, on or before February 1st of each year.

§ 12-21. Finances

- A. Fiscal Year-Budget. The Commission shall prepare an annual accounting of all of its operations and activities on a calendar year basis beginning on January 1 of each year. On or before October 1 of each year the Commission shall prepare a budget, which budget shall include in detail the costs and expenses expected to be incurred by the Commission in the performance of its duties for the succeeding calendar year. Such budget shall include the amount of funds which the Commission expects to receive from sources other than the Participants. Any remaining funds which the Commission budgets as necessary or desirable for the performance of its duties shall be reflected as cash contributions to be received from the Participants in accordance with Paragraph 6 hereof. Such budget shall not include any expenditure for any item designated as an in-kind contribution pursuant to Paragraph 5 hereof. Any excess

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funds remaining after conclusion of a calendar year shall be applied to the fund balance of the Commission.

- B. Approval of Budget. The budget prepared by the Commission shall be submitted to the governing bodies of the Participants for approval on or before October 1 of each year. No budget shall be effective if disapproved by a majority of any of the Participants' governing bodies prior to the end of October each year. Such disapproval shall be immediately communicated in writing to the other participants and to the Commission. Reasons for such denial shall be included in the written correspondence. The Per Capita contributions by the participating Townships and Borough shall not exceed an increase of more than 3% of the previous year's contribution without unanimous approval of the Participants' governing bodies. If the budget has not been so approved by January 1 of the next calendar year, the prior year's contribution shall remain operative unless and until such approval shall be given to the Commission.

(1) During the first year of employment of the Director, preliminary budget projections shall be developed for the next four years of the program.

- C. Non-Resident Fee. Participants agree there will be a surcharge to all residents of non-participating municipalities whenever they are involved in or use any Commission managed programs, activities or property. The level of these surcharges will be established by the Commission not to exceed 100% of the resident fee. Special exceptions may apply.

§ 12-22. In-Kind contributions.

- A. Property. Participants agree to make available, without charge, for use by the Commission the property of the Participants when the use of the Property by the Commission will not interfere with or conflict with the usage thereof by the Participants or by third parties, to which Participants granted permission to use, or be contrary to any legal restrictions or obligations relating to the use of the Property.

- (1) The in-kind contributions shall include the cost and expenses related to or associated with the use of the Property of any Participant which would have been incurred by the Participant's property (including but not limited to maintenance, repair, insurance, heat, air-conditioning, ground maintenance, improvements, police and fire protections, water, sewer, utility services and all other items of cost and expense) with respect to the Property irrespective of the Commission's use thereof. The in-kind contributions shall not include costs and expenses which would not have been incurred by the Participants except for the Commission's use of the Property, specifically, the costs and expense for custodial services or special property

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protection with respect to a specified event of the Commission (“Supplemental Costs”).

The Supplemental Costs actually incurred by each of the Participants shall be included in the Commission’s budget and promptly reimbursed by the Commission.

- B. Maintenance of Property/Capital Improvements/Existing Agreements. The Commission agrees to be responsible for and maintain in a safe and reasonable condition all recreation and park facilities and property that are currently owned by the Participants (at the time of the signing of this agreement, as listed in Appendix A). The Commission will have the right to accept or reject any new facilities and or property to be maintained by the Commission based upon the ability of such facilities and or property to meet an identified regional park, recreation and open space plan need or ability to be beneficial to all participants. The Participants agree to be responsible for the capital improvements to facilities and property that they own and further agree that the Commission shall not be responsible for making any such capital improvements unless at such time, under separate written agreement, all Participants’ governing bodies agree by majority vote to share in the cost of such improvements.
- C. Rules and Regulations. The Participants shall adopt and enforce reasonable rules and regulations relating to the Commission’s use of their respective Property, provided that such rules and regulations shall not require the Commission’s expenditure of funds for services or items agreed to be contributed in-kind.
- D. Insurance. To the extent permitted by law (and not intending hereby to confer any rights on non-parties to this Agreement and not intending to waive or release any immunity or limitation of liability to non-parties), the Commission is hereby authorized to obtain any and all necessary insurance for protection of participants and recreation and park employees (including part time employees) and for general liability purposes (including program participants) as deemed appropriate by the Commission and to make a charge upon the Commissions funds for such insurance. Each Participant shall secure public official Errors and Omissions Insurance coverage for its member of Commission and Liability Insurance with limits not less than \$1,000,000.00 per occurrence for injury or damage to persons or property. This coverage shall be in addition to any insurance the Commission may obtain for the same purposes.

§ 12-23. Cash contributions.

- A. The Township and Borough Participants unanimously agree that they will annually appropriate and budget a sum of money, which shall be adequate for operating and maintaining the recreation and parks program. The formula for determining the allocation for each Township and Borough Participant shall be a percentage based on

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the population per capita of the respective municipalities according to the most recent census data. The census data used to calculate the cash contribution amount will be examined every two years, utilizing the most current figures available from either the US Census or the Pennsylvania State Data Center. The Township and Borough Participants further agree that for the first year of operation the following allocations shall be made:

Barrett Township	3880 population X \$3/capita = \$11,640.00
Mt. Pocono Borough	2742 population X \$3/capita = \$ 8,226.00
Paradise Township	2671 population X \$3/capita = \$ 8,013.00

B. Cash Contribution Payments. The Participants shall make payments to the Commission in three (3) equal installments due on the 1st of May, July and October.

§ 12-24. Effective date, term – termination – adding participants

- A. Effective Date and Term. This Agreement shall be effective April 8, 2004 and shall be for a term of five (5) years ending April 7, 2009. Participants may not withdraw from the 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.
- B. Withdrawal. After the initial five (5) year term, any Participant may withdraw from the terms of the Agreement at the end of any calendar year by giving written notice of such withdrawal to other Participants and the Commission one (1) year before the proposed withdrawal date. Withdrawal from this agreement by any Participant shall not terminate the Agreement among the remaining parties. Any funds contributed by a withdrawing Participant shall be retained by the remaining Participants. 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 on following a public meeting held in accordance with the Pennsylvania Sunshine Act.
- C. Dissolution. In case of dissolution of the Commission by mutual consent of all Participants hereto, the equipment, property, materials, supplies, and capital assets of the Commission that remain shall be distributed to the Participants in proportion to the cumulative cash contributions of the Participants from the date of this Agreement to the time of dissolution, provided, however that any fixtures are affixed, and shall not be subject to the distribution provided for in this section.

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- D. Adding a Participant(s). At any time during the term of this agreement consideration may be given to invite or at their own choosing allow other municipal entities join and become part of this Agreement. The new Participant must pass an ordinance, or other action of its governing body of equal stature, which includes approval of this agreement and its amendments and authorizes the additional execution of this agreement by the new participant. Terms of such addition shall be approved by a majority of Participants at such time.

§ 12-25. Agreement.

- A. This Agreement constitutes the entire contract by the Participants and there are no other understandings, oral or written, relating to the subject matter hereof.
- B. This Agreement shall not be amended or altered except by writing duly approved by and signed on behalf of the Participants.
- C. 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 said statute to comply with the same. If any part of this Agreement is found to be contrary to public law, the validity of this Agreement shall not be nullified.
- D. The Participants agree to take all action necessary to carry forth the provisions of the Agreement.

APPENDIX "A"

Recreation and Park Facilities

Owned by Participants - Covered by this Agreement

Seven Pines Park
Ice Lake Recreation Area
Skywood Park

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§ 12-26 Agreements.

The Agreement among the Townships of Barrett, Price and Paradise and the Borough of Mount Pocono, the form of which is attached hereto as Exhibit 1 and incorporated herein by reference, is hereby approved, adopted and authorized, but shall only become binding and effective if and when the Townships of Barrett, Price and Paradise and the Borough of Mount Pocono, by appropriate official action, all approve, adopt, authorize, execute and deliver the same Agreement. The Chairman of the Board of Supervisors is hereby authorized to execute duplicate originals of said Agreement and deliver the same to the other parties to the Agreement.

§ 12-27 Provision for Implementation Resolutions.

The Board of Supervisors of Paradise Township may by resolution adopt procedures and regulations to implement the Agreement approved by this Ordinance, pursuant to the Intergovernmental Cooperation Act, Act of December 19, 1996, P.L. 1158, No. 177, found at 53 Pa. C.S. A. " 2301 to 2315.

§ 12-28 Severability.

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not effect or impair any remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors that such remainder shall be and shall remain in full force and effect.

§ 12-29 Repealer.

All ordinances or parts or ordinances or resolutions conflicting or inconsistent with any of the provisions of this Ordinance are hereby repealed, but only insofar as the same are in direct conflict or directly inconsistent with this Ordinance.