

**FILE OF THE CITY CLERK**

**ADMINISTRATION ORDINANCE NO. 3 - 2008**

**ADMINISTRATION BILL NO. 3 - 2008**

**INTRODUCED – MARCH 25, 2008**

**ADOPTED BY COUNCIL – APRIL 8, 2008**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, LANCASTER COUNTY, PENNSYLVANIA AUTHORIZING THE CITY OF LANCASTER TO ENTER INTO AN AGREEMENT WITH THE TOWNSHIP OF WEST HEMPFIELD TO REGISTER THE CITY OF LANCASTER AS A CONSTRUCTION CODE OFFICIAL TO ADMINISTER THE UNIFORM CONSTRUCTION CODE UNDER AND PURSUANT TO THE TERMS OF THE ORDINANCES OF WEST HEMPFIELD TOWNSHIP; PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR THE SEVERABILITY OF THE ORDINANCE; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY PENNSYLVANIA LAW.**

AND IT IS HEREBY ORDAINED AND ENACTED by the City Council of the City of Lancaster, Lancaster County, Pennsylvania as follows:

**SECTION 1.** Authorization of Intermunicipal Agreement. This City agrees that the City of Lancaster and West Hempfield Township shall join with each other in accordance with the Pennsylvania Intergovernmental Cooperation Act by entering into the Municipal Agreement which is adopted by reference with the same effect as if it had been set out verbatim in this Section and a copy of which shall be filed with the minutes of the meeting at which this Ordinance was enacted.

**SECTION 2.** Authorization of Action by City Officials. This City is authorized to enter into the Municipal Agreement for the purposes contained therein. This action is to be taken by the officials or employees of the City designated for this purpose.

**SECTION 3.** Findings Required by Intergovernmental Cooperation Act. As required by the Intergovernmental Cooperation Act, the following matters are specifically found and determined:

A. The conditions of the agreement are set forth in the Municipal Agreement referred to in Section 1.

B. The Municipal Agreement shall commence upon execution by both West Hempfield Township and the City of Lancaster and shall continue until December 31, 2010, and annually thereafter. The Municipal Agreement may be terminated by any

party at any time for cause or after December 31, 2010, upon 60 days notice to the other party.

C. The purposes and objectives of the Municipal Agreement are to authorize the City of Lancaster to serve as a registered construction code official to administer the Uniform Construction Code under and pursuant to the terms of the Ordinances of West Hempfield Township with respect to projects known as the Susquehanna Water Treatment Plant located at 900 South 15<sup>th</sup> Street and the Oyster Point Reservoir facility located at Oyster Point, Lancaster County, Pennsylvania.

D. No contribution of funds is anticipated or required by the Municipal Agreement.

E. No new organizational structure will be formed by the Municipal Agreement.

F. No property shall be acquired or disposed of under the Municipal Agreement.

G. No entity is created under the Municipal Agreement. The Township and the City are empowered to enter into contracts for group insurance and employee benefits.

SECTION 4. All ordinances or resolutions or parts of ordinances or resolutions insofar as they are inconsistent herewith are hereby repealed and rescinded.

SECTION 5. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such invalidity, illegality, or unconstitutionality shall not affect or impair any of the remaining provisions, sections, sentences, clauses or parts of this Ordinance; it being the intent of the Board of Supervisors that the remainder of the Ordinance shall be and shall remain in full force and effect.

SECTION 6. This Ordinance shall take effect in accordance with Pennsylvania Law.

DULY ORDAINED AND ENACTED this 8th day of April, 2008, by the City Council of the City of Lancaster, Lancaster County, Pennsylvania, in lawful session duly assembled.

ATTEST:

CITY OF LANCASTER

\_\_\_\_\_  
Janet Spleen, City Clerk

By: \_\_\_\_\_  
J. Richard Gray, Mayor

By: \_\_\_\_\_  
E. William Andrews, Controller