

ORDINANCE NO. 113-2005

AN ORDINANCE OF THE TOWNSHIP OF CENTRE, BERKS COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE BOROUGH OF CENTERPORT, BERKS COUNTY, PENNSYLVANIA TO PROVIDE FOR THE IMPLEMENTATION OF THE CENTRE TOWNSHIP AND CENTERPORT BOROUGH JOINT COMPREHENSIVE PLAN

WHEREAS, the Township of Centre, Berks County, Pennsylvania (the "Township") adopted the Centre Township and Centerport Borough Joint Comprehensive Plan (the "Joint Comprehensive Plan") on July 9, 1997; and

WHEREAS, to implement the goals of the Joint Comprehensive Plan, the Township and the Borough of Centerport, Berks County, Pennsylvania (the "Borough") adopted separate Subdivision and Land Development Ordinances and a Joint Zoning Ordinance; and

WHEREAS, effective November 10, 2004, the Township is withdrew from the Joint Zoning Ordinance and adopted a new Zoning Ordinance; and the Borough adopted its new Zoning Ordinance on November 1, 2004; and

WHEREAS, to meet the requirements of Section 1104 of the Pennsylvania Municipalities Planning Code ("MPC"), the Township and the Borough must enter into an Inter-Municipal Agreement to administer the Joint Comprehensive Plan.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of the Township of Centre, Berks County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same as follows:

1. Scope. The Township is hereby authorized to enter into an Inter-Municipal Agreement with the Borough to provide for the implementation of the Joint Comprehensive Plan. A true and correct copy of the Inter-Municipal Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

2. Purpose. The Township shall utilize the procedures required in the Inter-Municipal Agreement to implement the Joint Comprehensive Plan as specified in the Inter-Municipal Agreement as required by the MPC.


3. Term. The term of the Inter-Municipal Agreement shall continue in force and remain binding upon the Township until the Township takes action to withdraw therefrom. The Township may withdraw upon one (1) year's written notice to the Borough.

4. Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be illegal, invalid or unconstitutional, such illegality, invalidity or unconstitutionality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared to be the intent of the Board of Supervisors of the Township that this Ordinance would have been adopted had such illegal, invalid or unconstitutional sentence, clause, section or part thereof not been included therein.


5. Effective Date. This Ordinance shall become effective five (5) days following the date of adoption.

DULY ENACTED AND ORDAINED this 10th day of January, 2005.

TOWNSHIP OF CENTRE,
BERKS COUNTY, PENNSYLVANIA

By: 
Edward Leh

By: 
Barry Good

By: 
Clair Miller

Attest: 
Secretary

EXHIBIT "A"

INTER-MUNICIPAL AGREEMENT
CENTRE TOWNSHIP AND CENTERPORT BOROUGH
JOINT COMPREHENSIVE PLAN

INTER-MUNICIPAL AGREEMENT
CENTRE TOWNSHIP AND CENTERPORT BOROUGH
JOINT COMPREHENSIVE PLAN

THIS INTER-MUNICIPAL AGREEMENT ("Agreement") is made and entered into as of the 10th day of January, 2005, by and between the TOWNSHIP OF CENTRE, BERKS COUNTY, PENNSYLVANIA, a township of the second class existing under the laws of the Commonwealth of Pennsylvania, with a mailing address 449 Bucks Hill Road, Mohrsville, PA 19541 (the "Township") and the BOROUGH OF CENTERPORT, BERKS COUNTY, PENNSYLVANIA, a borough existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 110 Callowhill Street, P. O. Box 248, Centerport, PA 19516 (the "Borough").

WHEREAS, the Township adopted the Centre Township and Centerport Borough Joint Comprehensive Plan (the "Joint Comprehensive Plan") on July 9, 1997; and

WHEREAS, the Borough adopted the Joint Comprehensive Plan on _____, 1997; and

WHEREAS, to implement the goals of the Joint Comprehensive Plan, the Township and the Borough adopted separate Subdivision and Land Development Ordinances and a Joint Zoning Ordinance; and

WHEREAS, effective November 10, 2004, the Township withdrew from the Joint Zoning Ordinance and adopted a new Zoning Ordinance; and the Borough adopted its new Zoning Ordinance on November 1, 2004; and

WHEREAS, to meet the requirements of the Section 1104 of the Pennsylvania Municipalities Planning Code ("MPC"), the Township and the Borough must enter into an Inter-Municipal Agreement to administer the Joint Comprehensive Plan.

NOW, THEREFORE, the parties hereto, in consideration of the preamble and undertakings thereof, and INTENDING TO BE LEGALLY BOUND HEREBY, herewith agree as follows:

1. Recitals. The Recitals and the terms and conditions as therein set forth shall specifically be made a part of this Agreement.
2. Purpose. The Township and the Borough shall utilize the procedures required in this Agreement to implement the Joint Comprehensive Plan.
3. Recognition. This Agreement recognizes provisions of the MPC that require a municipal zoning amendment and a municipal subdivision and land development

amendment to be generally consistent with a comprehensive plan unless the comprehensive plan is amended to be consistent with that zoning amendment or subdivision and land development amendment.

4. Zoning Amendments. The Township and the Borough agree to provide any draft zoning amendment or new zoning ordinance to each other for review if that zoning amendment or new zoning ordinance could potentially cause that municipality's zoning ordinance to be less consistent with the Joint Comprehensive Plan. Each municipality shall be provided the same minimum time to provide any review comments as is provided to the Berks County Planning Commission. This provision shall not apply to amendments involving only routine matters of local concern, such as signs, accessory uses, setbacks and similar matters.

5. SALDO Amendments. The Township and the Borough agree to provide any draft subdivision and land development amendment or new subdivision and land development ordinance to each other for review if that subdivision and land development amendment or new subdivision and land development ordinance could potentially cause that municipality's subdivision and land development ordinance to be less consistent with the Joint Comprehensive Plan. Each municipality shall be provided the same minimum time to provide any review comments as is provided to the Berks County Planning Commission. This provision shall not apply to amendments involving only routine matters of local concern.

6. Proposed Subdivisions. The Township agrees to provide a copy of any proposed Subdivision and/or Land Development Plan for review to the Borough if said proposed Subdivision and/or Land Development would be located within three hundred feet (300') of the Borough Line. The Borough agrees to provide a copy of any proposed Subdivision and/or Land Development Plan for review to the Township if said proposed Subdivision and/or Land Development Plan would be located within three hundred feet (300') of the Township Line.

7. Amendment to Joint Comprehensive Plan. The Township and the Borough agree to give due consideration to any amendment to the Joint Comprehensive Plan that is proposed. The Borough and the Township are not required to consider an amendment to the Joint Comprehensive Plan unless such consideration is requested in writing by the governing body. Each municipality agrees to commence a review, public meeting and governing body hearing within one hundred twenty (120) days after receiving a formal request from the other or from the Berks County Planning Commission to consider such amendment.

8. Annual Report. If required by law, the Township and the Borough agree to each prepare an annual report to the Berks County Planning Commission concerning

activities carried out pursuant to this Agreement during the previous year. If the report is necessary, it shall include summaries of public infrastructure needs in growth areas and progress toward meeting those needs through capital improvement plans and implementing actions, and shall include an itemized listing of development applications and dispositions for residential, commercial and industrial development in the Township and the Borough. Such report shall be filed individually, by each municipality, with the Berks County Planning Commission on or before June 15 of each year.

9. Review. The Township and the Borough agree to jointly review the Joint Comprehensive Plan within ten (10) years, and amend only if required by the Berks County Planning Commission within a reasonable time thereafter.

10. Approvals. The Township and the Borough agree that Zoning and Subdivision and Land Development approvals shall continue to only be exercised by the municipality in which the property is located. Ordinance adoption and amendment powers shall continue to be exercised by the Township and the Borough individually.

11. Amendment to Agreement. The Township and the Borough agree that this Agreement may only be amended in writing and accepted by both municipalities.

12. Term. The term of the Agreement shall continue in force and remain binding upon the Township until the Township takes action to withdraw therefrom. The Township may withdraw upon one (1) year's written notice to the Borough.

13. Severability. If any sentence, clause, section or part of this Agreement is for any reason found to be illegal, invalid or unconstitutional, such illegality, invalidity or unconstitutionality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Amendment. It is hereby declared to be the intent of the Board of Supervisors of the Township of Centre, Berks County, Pennsylvania and the Borough Council of the Borough of Centerport, Berks County, Pennsylvania that this

Agreement would have been adopted had such illegal, invalid or unconstitutional sentence, clause, section or part thereof not been included therein.


IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties have caused this Agreement to be duly executed as of the day and year first above written.

TOWNSHIP OF CENTRE,
BERKS COUNTY, PENNSYLVANIA

By: 
Edward Leh

By: 
Barry Good

By: 
Clair Miller

Attest: 
Secretary

BOROUGH OF CENTERPORT,
BERKS COUNTY, PENNSYLVANIA

By: _____
(Vice) President

Attest: _____
Secretary

COPY

ORDINANCE NO. 144-0.5

AN ORDINANCE OF THE BOROUGH OF CENTERPORT, BERKS COUNTY, PENNSYLVANIA AUTHORIZING THE BOROUGH TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE TOWNSHIP OF CENTRE, BERKS COUNTY, PENNSYLVANIA, TO PROVIDE FOR THE IMPLEMENTATION OF THE CENTRE TOWNSHIP AND CENTERPORT BOROUGH JOINT COMPREHENSIVE PLAN.

WHEREAS, the Township of Centre, Berks County, Pennsylvania (the "Township") adopted the Centre Township and Centerport Borough Joint Comprehensive Plan (the "Joint Comprehensive Plan") on July 9, 1997; and

WHEREAS, to implement the goals of the Joint Comprehensive Plan, the Township and the Borough of Centerport, Berks County, Pennsylvania (the "Borough") adopted separate Subdivision and Land Development Ordinances and a Joint Zoning Ordinance; and

WHEREAS, effective November 10, 2004, the Township withdrew from the Joint Zoning Ordinance and adopted a new Zoning Ordinance; and the Borough adopted its Zoning Ordinance on November 1, 2004; and

WHEREAS to meet the requirements of Section 1104 of the Pennsylvania Municipalities Planning Code ("MPC"), the Township and the Borough must enter into an Inter-Municipal Agreement to administer the Joint Comprehensive Plan.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Borough Council of the Borough of Centerport, Berks County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same as follows:

1. Scope. The Borough is hereby authorized to enter into an Inter-Municipal Agreement with the Township to provide for the implementation of the Joint Comprehensive Plan. A true and correct copy of the Inter-Municipal Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

2. Purpose. The Borough shall utilize the procedures required in the Inter-Municipal Agreement to implement the Joint Comprehensive Plan as specified in the Inter-Municipal Agreement as required by the MPC.

INTER-MUNICIPAL AGREEMENT
CENTRE TOWNSHIP AND CENTERPORT BOROUGH
JOINT COMPREHENSIVE PLAN

THIS INTER-MUNICIPAL AGREEMENT ("Agreement") is made and entered into as of the 10th day of January, 2005, by and between the TOWNSHIP OF CENTRE, BERKS COUNTY, PENNSYLVANIA, a township of the second class existing under the laws of the Commonwealth of Pennsylvania, with a mailing address 449 Bucks Hill Road, Mohrsville, PA 19541 (the "Township") and the BOROUGH OF CENTERPORT, BERKS COUNTY, PENNSYLVANIA, a borough existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 110 Callowhill Street, P. O. Box 248, Centerport, PA 19516 (the "Borough").

WHEREAS, the Township adopted the Centre Township and Centerport Borough Joint Comprehensive Plan (the "Joint Comprehensive Plan") on July 9, 1997; and

WHEREAS, the Borough adopted the Joint Comprehensive Plan on June 30, 1997; and

WHEREAS, to implement the goals of the Joint Comprehensive Plan, the Township and the Borough adopted separate Subdivision and Land Development Ordinances and a Joint Zoning Ordinance; and

WHEREAS, effective November 10, 2004, the Township withdrew from the Joint Zoning Ordinance and adopted a new Zoning Ordinance; and the Borough adopted its new Zoning Ordinance on November 1, 2004; and

WHEREAS, to meet the requirements of the Section 1104 of the Pennsylvania Municipalities Planning Code ("MPC"), the Township and the Borough must enter into an Inter-Municipal Agreement to administer the Joint Comprehensive Plan.

NOW, THEREFORE, the parties hereto, in consideration of the preamble and undertakings thereof, and INTENDING TO BE LEGALLY BOUND HEREBY, herewith agree as follows:

1. Recitals. The Recitals and the terms and conditions as therein set forth shall specifically be made a part of this Agreement.
2. Purpose. The Township and the Borough shall utilize the procedures required in this Agreement to implement the Joint Comprehensive Plan.
3. Recognition. This Agreement recognizes provisions of the MPC that require a municipal zoning amendment and a municipal subdivision and land development

amendment to be generally consistent with a comprehensive plan unless the comprehensive plan is amended to be consistent with that zoning amendment or subdivision and land development amendment.

4. Zoning Amendments. The Township and the Borough agree to provide any draft zoning amendment or new zoning ordinance to each other for review if that zoning amendment or new zoning ordinance could potentially cause that municipality's zoning ordinance to be less consistent with the Joint Comprehensive Plan. Each municipality shall be provided the same minimum time to provide any review comments as is provided to the Berks County Planning Commission. This provision shall not apply to amendments involving only routine matters of local concern, such as signs, accessory uses, setbacks and similar matters.

5. SALDO Amendments. The Township and the Borough agree to provide any draft subdivision and land development amendment or new subdivision and land development ordinance to each other for review if that subdivision and land development amendment or new subdivision and land development ordinance could potentially cause that municipality's subdivision and land development ordinance to be less consistent with the Joint Comprehensive Plan. Each municipality shall be provided the same minimum time to provide any review comments as is provided to the Berks County Planning Commission. This provision shall not apply to amendments involving only routine matters of local concern.

6. Proposed Subdivisions. The Township agrees to provide a copy of any proposed Subdivision and/or Land Development Plan for review to the Borough if said proposed Subdivision and/or Land Development would be located within three hundred feet (300') of the Borough Line. The Borough agrees to provide a copy of any proposed Subdivision and/or Land Development Plan for review to the Township if said proposed Subdivision and/or Land Development Plan would be located within three hundred feet (300') of the Township Line.

7. Amendment to Joint Comprehensive Plan. The Township and the Borough agree to give due consideration to any amendment to the Joint Comprehensive Plan that is proposed. The Borough and the Township are not required to consider an amendment to the Joint Comprehensive Plan unless such consideration is requested in writing by the governing body. Each municipality agrees to commence a review, public meeting and governing body hearing within one hundred twenty (120) days after receiving a formal request from the other or from the Berks County Planning Commission to consider such amendment.

8. Annual Report. If required by law, the Township and the Borough agree to each prepare an annual report to the Berks County Planning Commission concerning

activities carried out pursuant to this Agreement during the previous year. If the report is necessary, it shall include summaries of public infrastructure needs in growth areas and progress toward meeting those needs through capital improvement plans and implementing actions, and shall include an itemized listing of development applications and dispositions for residential, commercial and industrial development in the Township and the Borough. Such report shall be filed individually, by each municipality, with the Berks County Planning Commission on or before June 15 of each year.

9. Review. The Township and the Borough agree to jointly review the Joint Comprehensive Plan within ten (10) years, and amend only if required by the Berks County Planning Commission within a reasonable time thereafter.

10. Approvals. The Township and the Borough agree that Zoning and Subdivision and Land Development approvals shall continue to only be exercised by the municipality in which the property is located. Ordinance adoption and amendment powers shall continue to be exercised by the Township and the Borough individually.

11. Amendment to Agreement. The Township and the Borough agree that this Agreement may only be amended in writing and accepted by both municipalities.

12. Term. The term of the Agreement shall continue in force and remain binding upon the Township until the Township takes action to withdraw therefrom. The Township may withdraw upon one (1) year's written notice to the Borough.

13. Severability. If any sentence, clause, section or part of this Agreement is for any reason found to be illegal, invalid or unconstitutional, such illegality, invalidity or unconstitutionality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Amendment. It is hereby declared to be the intent of the Board of Supervisors of the Township of Centre, Berks County, Pennsylvania and the Borough Council of the Borough of Centerport, Berks County, Pennsylvania that this

Agreement would have been adopted had such illegal, invalid or unconstitutional sentence, clause, section or part thereof not been included therein.

IN WITNESS WHEREOF, the parties have caused this Inter-Municipal Agreement to be duly executed as of the day and year first above written.

TOWNSHIP OF CENTRE
BOARD OF SUPERVISORS


Edward Leh

Barry Good

Clair Miller

Attest: _____
Secretary

BOROUGH OF CENTERPORT
BOROUGH COUNCIL



President (Vice)

Attest: Ruth A. Bockey
Secretary 2/7/05

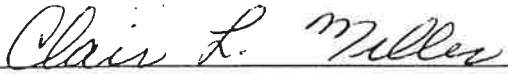
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TOWNSHIP OF CENTRE,
BERKS COUNTY, PENNSYLVANIA

By: 
Edward Leh

By: 
Barry Godd

By: 
Clair Miller

Attest: 
Secretary

BOROUGH OF CENTERPORT,
BERKS COUNTY, PENNSYLVANIA

By: _____
(Vice) President

Attest: _____
Secretary

3. Term. The term of the Inter-Municipal Agreement shall continue in force and remain binding upon the Borough until the Borough takes action to withdraw therefrom. The Borough may withdraw upon one (1) year's written notice to the Township.

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5. Effective. This Ordinance shall become immediately effective upon adoption.

DULY ENACTED AND ORDAINED this 7th day of February 2005.

BOROUGH OF CENTERPORT
BERKS COUNTY, PENNSYLVANIA

By: Robert J. Schade
Robert Schade, Mayor

By: Lori Balthaser
Lori Balthaser, President

Attest: Ruth A. Borkey
Ruth Borkey, Secretary

INTER-MUNICIPAL AGREEMENT
CENTRE TOWNSHIP AND CENTERPORT BOROUGH
JOINT COMPREHENSIVE PLAN

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WHEREAS, the Township adopted the Centre Township and Centerport Borough Joint Comprehensive Plan (the "Joint Comprehensive Plan") on July 9, 1997; and

WHEREAS, the Borough adopted the Joint Comprehensive Plan on June 30, 1997; and

WHEREAS, to implement the goals of the Joint Comprehensive Plan, the Township and the Borough adopted separate Subdivision and Land Development Ordinances and a Joint Zoning Ordinance; and

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Agreement would have been adopted had such illegal, invalid or unconstitutional sentence, clause, section or part thereof not been included therein.

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TOWNSHIP OF CENTRE
BOARD OF SUPERVISORS

Edward Leh

Barry Good

Clair Miller

Attest: _____
Secretary

BOROUGH OF CENTERPORT
BOROUGH COUNCIL



President (Vice)

Attest: 
Secretary 2/7/05