

TOWNSHIP OF CENTRE

ORDINANCE NO. 116-2005

AN ORDINANCE OF THE TOWNSHIP OF CENTRE, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ONTELAUNEE TOWNSHIP FOR THE PURPOSE OF AUTHORIZING A JOINT TAX COLLECTION DISTRICT DESIGNATING THE ONTELAUNEE TOWNSHIP TAX COLLECTOR AS THE TAX COLLECTOR FOR CENTRE TOWNSHIP UNTIL JANUARY 2, 2006.

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:

SECTION 1. Purpose. The purpose of this Agreement is to carry out the powers and duties of a joint tax collection district as specifically set forth in the Local Tax Collection Law, 52 P.S. Section 5511.4b.

SECTION 2. Grant of Power. This Ordinance is adopted pursuant to authority granted in:

A. The Local Tax Collection Law, 52 P.S. Section 5511.1, et seq., as amended, or as it may be amended from time to time;

B. The Pennsylvania Intergovernmental Cooperation Act, Act 180 of 1972 (53 P.S. Section 481, et seq.) as amended, or as it may be amended from time to time; and

C. The Pennsylvania Second Class Township Code, 53 P.S. Section 65101, et seq., as amended, or as it may be amended from time to time.

SECTION 3. Providing of Tax Collector Services. Ontelaunee agrees to provide Centre with Tax Collector services as authorized and provided for in the Local Tax Collection Law, 52 P.S. Section 5511.1, et seq., the Pennsylvania Intergovernmental Cooperation Act, Act 180 of 1972 (53 P.S. 481, et seq.), and the ordinances of Centre and Ontelaunee. The appointed Tax Collector shall have the powers and duties as provided in the above-referenced regulations, ordinances and the Agreement, consistent with the authority of the Second Class Township Code and other applicable laws. Centre and Ontelaunee agree and pledge each to the other, good faith cooperation in the exercise of the powers, duties and functions of the Tax Collector.

SECTION 4. Authority to Enter Agreement. Pursuant to and in accord with the above-referenced authority, Centre is hereby authorized and directed to enter into the intergovernmental cooperation agreement which establishes the joint tax collection district and governs the

collection of taxes for Centre, a copy of which is attached to this Ordinance and incorporated herein by reference (the "Agreement").

SECTION 5. Parties. The only parties to the Agreement shall be Centre and Ontelaunee. Each municipality shall adopt and retain in effect an ordinance authorizing the entering into the Agreement for the creation of the joint tax collection district, shall properly authorize and execute the Agreement and comply with all requirements of said ordinances, the Agreement and other properly adopted policies, including all financial requirements.

SECTION 6. Fees and Expenses. Centre shall pay to Ontelaunee Five Percent (5%) of all taxes collected under this Agreement as the fee for the services of the Tax Collector. Centre shall also reimburse Ontelaunee all expenses incurred by the Tax Collector in the collection of taxes for Centre.

SECTION 7. Term of Agreement. The Agreement shall commence on September 1, 2005 and terminate automatically on January 2, 2006.

SECTION 8. Tax Collection Services. The Tax Collector of Ontelaunee Township is hereby appointed to be the Tax Collector of Centre Township ("Tax Collector") for the remainder of the current unexpired term ending on January 2, 2006. The Tax Collector shall be responsible for the collection of taxes for Centre as provided for in the Local Tax Collection Law.

SECTION 9. Operational Location. The Tax Collector shall operate out of the same facilities as are currently utilized for the collection of taxes for Ontelaunee.

SECTION 10. Powers and Duties of Tax Collector. The powers and duties of the Tax Collector shall be as set forth in this Ordinance, the Agreement, the Local Tax Collection Law, the Local Tax Enabling Act, the Pennsylvania Second Class Township Code, and the other laws, regulations and instruments governing the collection of taxes.

SECTION 11. Repeal of Ordinances. Any ordinance or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance's provisions.

SECTION 12. Severability. If any article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this Ordinance, is, for any reason declared to be illegal, unconstitutional or invalid, by any Court of competent jurisdiction, this decision shall not affect or impair the validity of the Ordinance as a whole, or any other article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase, word, or remaining portion of the within Ordinance. The Board of Supervisors of the Township of Centre, Pennsylvania, hereby declares that it would have adopted the within Ordinance and each article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase and word thereof, irrespective of the limitations, restrictions, sentences, clauses, phrases, or word that may be declared illegal, unconstitutional or invalid.

SECTION 13. Effective Date. This Ordinance shall become effective at the earliest date permitted by law.

DULY ORDAINED and ENACTED as an Ordinance by the Township of Centre this 25 day of August, 2005.

Clair L. Miller  
sup

TOWNSHIP OF CENTRE

By: Baughman  
Chairman (Vice)

Attest: Deoria  
Secretary

## INTER-MUNICIPAL TAX COLLECTOR AGREEMENT

THIS AGREEMENT is made by and among the TOWNSHIP OF CENTRE, a Pennsylvania township of the second class, with a mailing address of 449 Bucks Hill Road, Mohrsville, PA 19541 ("Centre") and the TOWNSHIP OF ONTELAUNEE, a Pennsylvania township of the second class, with a mailing address of PO Box 746, Leesport, PA 19533 ("Ontelaunee").

For and in consideration of the mutual covenants and obligations contained herein and intending to be legally bound hereby, Centre and Ontelaunee agree as follows:

1. Providing of Tax Collector Services. Ontelaunee agrees to provide Centre with Tax Collector services as authorized and provided for in the Local Tax Collection Law, 52 P.S. Section 5511.1, et seq., the Pennsylvania Intergovernmental Cooperation Act, Act 180 of 1972 (53 P.S. 481, et seq.), and the ordinances of Centre and Ontelaunee. The appointed Tax Collector shall have the powers and duties as provided in the above-referenced regulations, ordinances and this Agreement, consistent with the authority of the Second Class Township Code and other applicable laws. Centre and Ontelaunee agree and pledge each to the other, good faith cooperation in the exercise of the powers, duties and functions of the Tax Collector.

2. Purpose. The purpose of this Agreement is to carry out the powers and duties of a joint tax collection district as specifically set forth in the Local Tax Collection Law, 52 P.S. Section 5511.4b.

3. Parties. The only parties to this Agreement shall be Centre and Ontelaunee. Each municipality shall adopt and retain in effect an ordinance authorizing the entering into this Agreement for the creation of the joint tax collection district, shall properly authorize and execute this Agreement and comply with all requirements of said ordinances, this Agreement and other properly adopted policies, including all financial requirements.

4. Fees and Expenses. Centre shall pay to Ontelaunee Five Percent (5%) of all taxes collected under this Agreement as the fee for the services of the Tax Collector. Centre shall also reimburse Ontelaunee all expenses incurred by the Tax Collector in the collection of taxes for Centre.

5. Term of Agreement. This Agreement shall commence on September 1, 2005 and terminate automatically on January 2, 2006.

6. Tax Collection Services. The Tax Collector of Ontelaunee Township is hereby appointed to be the Tax Collector of Centre Township ("Tax Collector") for the remainder of the current unexpired term ending on January 2, 2006. The Tax Collector shall be responsible for the collection of taxes for Centre as provided for in the Local Tax Collection Law.

7. Operational Location. The Tax Collector shall operate out of the same facilities as are currently utilized for the collection of taxes for Ontelaunee.

8. Waiver and Indemnity. Centre and Ontelaunee hereby waive any and all claims against each other which may arise out of the rendering of services under this Agreement. In addition, Centre and Ontelaunee hereby agree to indemnify and hold each other harmless from any and all claims by third parties, suits, damages and losses, including costs and expenses and attorney fees incident to or resulting from any injury to any person or any damage to any property which may arise out of the rendering of services under this Agreement.

9. Immunity. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by Centre and Ontelaunee within their respective boundaries shall extend to their participation in services as authorized by this Agreement.

10. Invalidity. The invalidity, illegality or unconstitutionality of any portion of this Agreement shall not impair or affect the invalidity of this Agreement as a whole or any other part thereof.

11. Successors. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties have caused this Agreement to be duly executed as of the 25 day of August, 2005.

TOWNSHIP OF CENTRE Bay L Hall  
By: Clair L. Miller

Attest: Deoria Shum

TOWNSHIP OF ONTELAUNEE  
By: Kenneth M. Stouck

Attest: Alexis McCutcheon