

**TOWNSHIP OF UPPER BERN  
COUNTY OF BERKS  
COMMONWEALTH OF PENNSYLVANIA**

**ORDINANCE NO.: 153-2019**

**AN ORDINANCE AUTHORIZING UPPER BERN TOWNSHIP, BERKS  
COUNTY, PENNSYLVANIA, TO ENTER INTO AN  
INTERGOVERNMENTAL IMPLEMENTATION AGREEMENT AND  
TO PARTICIPATE IN THE CREATION, ADOPTION, AND  
IMPLEMENTATION OF A MULTI-MUNICIPAL COMPREHENSIVE  
LAND USE PLAN KNOWN AS THE  
“NORTHERN BERKS JOINT COMPREHENSIVE PLAN”**

*BE IT ENACTED AND ORDAINED*, by the Board of Supervisors of Upper Bern Township, Berks County, Pennsylvania, as follows:

SECTION 1. This Ordinance is adopted pursuant to authority granted in the Pennsylvania Inter-Governmental Cooperation Act, Act 177 of 1996, 53 Pa. C.S.A. § 2301 *et seq.* as amended, or as may be amended from time to time.

SECTION 2. The political subdivisions set forth below are authorized to enter into an agreement, to be titled the “Northern Berks Joint Comprehensive Plan Intergovernmental Cooperation Agreement” (the “Agreement”), which is a multi-municipal comprehensive plan cooperative implementation agreement under Article XI of the Pennsylvania Municipalities Planning Code, 53 P.S. §§ 11101, *et seq.* The participants in the Agreement are:

- Borough of Hamburg
- Borough of Shoemakersville
- Township of Perry
- Township of Tilden
- Township of Upper Tulpehocken
- Township of Upper Bern
- Township of Windsor
- Hamburg Area School District

(The above-stated political subdivisions are collectively referred to as “Participants.” A true and correct copy of the Agreement is attached hereto, incorporated herein, and marked as Exhibit “A.”).

SECTION 3. Pursuant to and in accordance with the above-referenced authority, Upper Bern Township is hereby authorized and directed to enter into the Agreement with the Participants for the purposes contained therein, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 4. The only parties to the Agreement shall be the Participants. Each Participant shall adopt and retain in effect this Ordinance (or, in the case of the Hamburg Area School District, a Resolution in a form substantially similar to this Ordinance) authorizing the entry into the Agreement, and shall comply with all requirements of said Ordinance or Resolution, the Agreement, the Pennsylvania Municipalities Planning Code, and other applicable laws and properly documented policies, including financial requirements.

SECTION 5. As required by the Act, the following matters are specifically found and determined:

(a) The conditions of the agreement are set forth in the Agreement among the Participants;

(b) The Agreement shall continue in effect until termination in the manner set forth in the Agreement;

(c) The purposes and objectives of the agreement are set forth hereinabove, and the Agreement and actions contemplated thereby and purposes and objectives contained therein are otherwise legal as part of an arrangement among the participants, thereby achieving economic and other advantages of intergovernmental cooperation;

(d) Although no property acquisition is contemplated, any property, real or personal, shall be acquired, managed, or disposed of by the Participants in accordance with the terms of the Agreement;

(e) The organization and administration of the Agreement shall be undertaken in accordance with its terms.

SECTION 6. The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the [Township] [Borough] that such Ordinance would have been enacted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION 7. The Ordinances of Upper Bern Township, Berks County, Pennsylvania, shall be and remain unchanged and in full force and effect except as amended, supplemented or modified by this Ordinance. This Ordinance shall become a part of the Ordinances of Upper Bern Township, Berks County, Pennsylvania, upon adoption.

SECTION 8. All ordinances or parts of ordinances of Upper Bern Township which are inconsistent herewith are hereby repealed.

SECTION 9. Effective Date. This Ordinance shall become effective upon adoption.

**ORDAINED AND ENACTED** this 12<sup>th</sup> day of December, 2019, by a vote of 2-0  
Yes 2 No 0 Abstained 1 Absent.

UPPER BERN TOWNSHIP BOARD OF  
SUPERVISORS

By: Nancy A. Hartman  
Nancy Hartman, Chairman

By: Gloria Grim  
Gloria Grim, Vice Chairman

By: Absent  
Mike Fisher, Supervisor

Attest:

Brian Howalla  
Secretary

**NORTHERN BERKS JOINT COMPREHENSIVE PLAN  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

THIS INTER-GOVERNMENTAL AGREEMENT ("Agreement") is hereby made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the BOROUGH OF HAMBURG ("Hamburg"); the TOWNSHIP OF PERRY ("Perry"); the BOROUGH OF SHOEMAKERSVILLE ("Shoemakersville"); the TOWNSHIP OF TILDEN ("Tilden"); the TOWNSHIP OF UPPER BERN ("Upper Bern"); the TOWNSHIP OF UPPER TULPEHOCKEN ("Upper Tulpehocken"); the TOWNSHIP OF WINDSOR ("Windsor") and the HAMBURG AREA SCHOOL DISTRICT ("HASD") (collectively, the "Participants") to address the process for, adoption, and implementation of the Northern Berks Joint Comprehensive Plan (the "Plan"). As authorized by the Pennsylvania Intergovernmental Cooperation Act, this Agreement shall be adopted by Ordinance by each of the Participants.

WHEREAS, the goal of this Agreement is to assist in the development of an orderly process for amendment, adoption and implementation of the Plan as a multi-municipal comprehensive plan that will meet the requirements of the Pennsylvania Municipalities Planning Code ("MPC"), and take advantage of opportunities provided in the MPC to municipalities to create a joint comprehensive plan;

WHEREAS, the original Plan was adopted by Ordinances of the Participants, in 2004;

WHEREAS, the MPC requires that such plans be reviewed and amended as needed every ten (10) years;

WHEREAS, the Participants desire to conform with the provisions for a Multi-Municipal Comprehensive Plan Cooperative Implementation Agreement, as provided in Article XI of the MPC and to utilize authority of the Pennsylvania Intergovernmental Cooperation Act.

Exhibit "A"

NOW, THEREFORE, it is agreed among the Participants that:

1. The above purpose clauses are hereby made a part of this agreement by this reference.
2. The Participants agree to work together to amend and adopt the Plan as a Joint Comprehensive Plan, in accordance with the MPC, with the intention of producing a Joint Comprehensive Plan which is generally consistent with the Berks County Comprehensive Plan then in effect;
3. If requested in the future by the Participants, the Joint Planning Committee, consisting of no more than four (4) members from each Participant, may meet and discuss any changes in demographics and/or other conditions in the Joint Comprehensive Plan area, and possible amendments to the Joint Comprehensive Plan. The Joint Planning Committee shall be purely advisory and shall exist for the purpose of considering and recommending future amendments to the Joint Comprehensive Plan.
4. Final adoption of any amendments to the Plan shall be the province of the governing bodies of each Participant, following review and comment by such Participant's planning commission and by the Berks County Planning Commission, in accordance with §302 of the MPC.
5. The Joint Planning Committee shall only have the authority to expend such funds as may be specifically allocated in the future for such purpose by the governing bodies of the Participants or that may be provided in grants that are authorized by the Participants. Each Participant shall have complete discretion to decide whether it shall allocate any funds to the Joint Planning Committee in the future, and the amount or percentage of any such allocation. The Joint Planning Committee shall not have the authority to hire paid staff or

to enter into contracts.

6. This Agreement recognizes provisions of the MPC that require a municipal zoning amendment to be generally consistent with a multi-municipal joint comprehensive plan, unless the joint comprehensive plan is amended to be consistent with that zoning amendment.

7. The Participants agree to provide any draft zoning amendment or proposed new zoning ordinance to all of the other Participants for review if that zoning amendment or new zoning ordinance would result in a zoning map change, a change in the allowed residential densities or a change in the land uses allowed in certain locations. This provision shall not apply for routine matters of purely local concern, such as signs, parking, administrative provisions, accessory uses, setbacks and similar matters. The Participants shall be provided with the same minimum time to provide any review comments as is provided to the Berks County Planning Commission for a new zoning ordinance, zoning amendment or zoning map amendment review under the MPC.

8. The Participants agree to give due consideration to any amendment to the Plan that is proposed by a Participant. The Participants are not required to consider an amendment to the Plan unless such consideration is requested in writing by the governing body of a Participant or by the Berks County Planning Commission. If requested by such an entity, each Participant agrees to commence a municipal planning commission review, public meeting and governing body hearing and decision within one hundred twenty (120) days after receiving a formal request from a Participant to consider such amendment.

9. It is intended that the Plan will be reviewed jointly by the Participants within 5 years after adoption, and then amended as appropriate within approximately 10 years

after adoption. There shall be meetings no less than once a year of the Joint Planning Committee and submittal of meeting minutes to the Berks County Planning Commission of those meetings.

10. If any portion of a proposed subdivision or land development of regional significance is within 500 feet from the boundaries of any adjacent Participant, the Participant in which the subdivision or land development is located shall provide a copy of the layout plan for the subdivision or land development to the adjacent Participant within 30 days after receipt of such subdivision or land development plan. This provision shall not apply to minor subdivisions of three or fewer lots, lot line adjustments or lot annexations.

11. If any Participant wishes to withdraw from the Plan, such Participant shall provide one year's written notice thereof to the other Participants.

12. Subdivision and land development approval powers shall continue to only be exercised by the Participant in which the property where the approval is sought is located. Ordinance adoption and amendment powers shall continue to be exercised by each Participant within its municipal boundaries.

13. This Agreement may only be amended by a written ordinance adopted by all of the Participants, other than those Participants who have withdrawn from the Agreement under paragraph 11. Such amendment shall not become effective until the last Participant under this Agreement has adopted such ordinance amendment.

14. If one Participant is requesting an amendment to the Plan (each a "Plan Amendment"), that Participant shall compensate the other Participants for the actual costs of required legal advertisements of the Participants for the Plan Amendment. A Participant that is requesting a Plan Amendment shall provide the proposed Plan Amendment in a form that is ready for adoption by the Participants. Except as set forth in this Section 14, each Participant

shall bear its own costs and expenses incurred in regard to the negotiation, drafting, advertising and implementation of this Agreement.

15. This Agreement shall become effective after each of the Participants have adopted it by Ordinance, a true and correct copy of which is attached hereto, incorporated herein, and marked as Exhibit "A".

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have set their hands and seals as indicated below and hereby adopt this Intergovernmental Agreement.

**BOROUGH OF HAMBURG**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest

**PERRY TOWNSHIP**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest

**BOROUGH OF SHOEMAKERSVILLE**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_



\_\_\_\_\_  
Attest

**TILDEN TOWNSHIP**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest

**UPPER BERN TOWNSHIP**

*Nancy A. Hartman Supervisor*  
\_\_\_\_\_  
Name: *Chairman*  
Title:

Date: 12-12-19

*Beth Shewalter Secretary/Treasurer*  
\_\_\_\_\_  
Attest

**UPPER TULPEHOCKEN TOWNSHIP**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest

**WINDSOR TOWNSHIP**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest

**HAMBURG AREA SCHOOL DISTRICT**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest