

## NORTHERN YORK COUNTY REGIONAL COMPREHENSIVE PLAN - INTERGOVERNMENTAL COOPERATIVE IMPLEMENTATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE IMPLEMENTATION AGREEMENT is hereby made this 12<sup>th</sup> day of May, 2008, by and between the BOROUGHES of DILLSBURG and FRANKLINTOWN and the TOWNSHIPS of FRANKLIN and CARROLL (each a "Participant" and collectively, the "Participants") to address the implementation of the Northern York County Regional Comprehensive Plan ("NYCRCP" or the "Plan"). This Agreement is adopted pursuant to the authority set forth in the Intergovernmental Cooperation Act of December 19, 1966, 53 Pa.C.S.A. and Article XI of the Municipalities Planning Code, as amended.

WHEREAS, the goal of this Cooperative Implementation Agreement is to assist in implementing a multimunicipal comprehensive plan (the "Plan") that will meet the requirements of the Pennsylvania Municipalities Planning Code ("MPC"), and take advantage of opportunities provided in the MPC to municipalities that create a Plan;

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

NOW, THEREFORE, it is agreed among the parties hereto that:

1. The Participants have adopted the Northern York County Regional Comprehensive Plan as a Multimunicipal Comprehensive Plan.
2. Final adoption of any amendments to the Plan shall be the province of the governing bodies of each Participant in accordance with Section 302 of the MPC. The public meetings and public hearings required in Section 302 shall be held jointly with all four municipalities. Adoption may take place at a joint meeting or at each Participant's meeting.
3. This Agreement recognizes provisions of the MPC that require a municipal zoning

amendment to be generally consistent with the Plan, unless the Plan is amended to be consistent with that zoning amendment.

4. For the purposes of this agreement a "Development of Regional Significance and Impact" shall be defined as:

A. A residential land development or subdivision that results in the creation of 50 lots or dwelling units or more; or,

B. Within 300 feet of a municipal boundary, any portion of a subdivision of 10 or more lots or land development of 10,000 square feet or more of floor area, or more than one acre of earth disturbance; or,

C. Any non-residential commercial, retail, office, service, institutional, industrial, sports complex or recreational land development in which the floor area of the building(s) or building addition(s) equals or exceeds 50,000 square feet.

D. A Subdivision or Land Development that will generate five hundred (500) average daily vehicle trips or more per day or a Subdivision or Land Development that will generate either one hundred (100) or more new trips entering the facility or one hundred (100) or more new trips exiting the facility during any one hour period. The number of vehicle trips generated shall be determined using the latest edition of the Institute of Transportation Engineers Trip Generation Manual.

5. Provisions of Notice and Review:

A. In an effort to assure that uses are reasonably provided for throughout the region, 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, access drives, landscaping, building heights, 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 York County Planning Commission for a new zoning ordinance (Section 607 of MPC) or zoning amendment (Section 609 of MPC) review under the MPC.

B. If any portion of a proposed subdivision or land development is within 500 feet from the boundaries of any adjacent Participant, the Participant in which the subdivision or land development is located is asked to provide a copy of the layout plan for the subdivision or land development to the adjacent Participant within 14 calendar days after receipt of such subdivision or land development plan. This provision shall not apply to minor subdivisions (those with 5 or less potential lots), lot line adjustments or lot mergers.

C. Municipalities, in which a sketch, preliminary, or final plan meeting the definition of Development of Regional Significance and Impact is filed, shall require the developer to distribute copies of the plan to the other participating municipalities within 14 calendar days of submission. Copies of professional reviews or accompanying materials shall be made available for review upon request of the participating municipalities. Municipalities in which a traffic study for a Development of Regional Significance and Impact is proposed shall notify the other participating municipalities.

6. If other Participants fail to comment, the host municipality is under no obligation to seek their input. Comments made by Participants are recommendations only and are not binding but shall be considered by the host municipality.

7. The Participants agree to give due consideration to any amendment to the NYCRCPP 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. If requested by such an entity, each Participant agrees to conduct a joint planning commission review within 60 calendar days. Per section 2 above, a public meeting, governing body hearings, and a decision will occur within 180 calendar days after receiving a formal request from a Participant to consider such Amendment unless extended by

mutual consent of the Participants. A Participant that is requesting a Plan Amendment shall provide the proposed Amendment in a form that is ready for adoption by the Participants.

8. Within two years after adoption of the Plan, each Municipality agrees to implement the Plan by amending or otherwise conforming its relevant and current zoning and subdivision and land development ordinances as necessary so that they are generally consistent with the Plan, in accordance with Section 1104(b)(3) of the MPC.

9. Subdivision and land development approval powers shall continue to only be exercised by the Participant in which the property is located.

10. Participating Municipalities have addressed and implemented provisions for public infrastructure services, affordable housing, and purchase of real property, including rights-of-way and easements with the exception of motor vehicle transportation infrastructure. Further it is recognized that the traffic and transportation element of the Plan provides a valuable basis for future planning efforts and ordinances for each Participant, and that traffic has been increasing at a substantial pace within the region. Therefore, the traffic and transportation element of the Plan will need to be reviewed and updated before other elements of the Plan.

11. Participating Municipalities shall prepare a yearly report, by March 1 of the following year, to the York County Planning Commission in accordance with Section 1104(b)(4) of the MPC.

12. If any Participant wishes to withdraw from the Plan, or from this Cooperative Implementation Agreement, such Participant shall provide a minimum of one year's written advance notice thereof to the other Participants.

13. Each participating municipality shall retain its individual Zoning Ordinance and Map, and its individual Zoning Hearing Board, and if applicable its individual Planning Commission.

14. A dispute over interpretation of the Plan, an amendment to the Plan, or consistency of ordinances with the Plan may be resolved as follows:

A. The disputing parties agree to first discuss and negotiate in good faith in an attempt to resolve the dispute amicably and informally as it arises.

B. If the dispute cannot be settled through direct discussions and good faith negotiations, the disputing parties may utilize the mediation provisions of Sections 602.1 and 908.1 of the MPC as may be relevant.

15. This Agreement may be amended by consent of all the Participants, other than those Participants who have withdrawn from the Agreement under paragraph 12, indicated via approval action of the Participants' governing bodies. Such amendment shall not become effective until the last Participant under this Agreement has adopted such amendment.

16. This Agreement shall become effective after each of the Participants have adopted it by Ordinance.

17. The unenforceability or invalidity of any provision of this Implementation Agreement shall not affect the enforceability or validity of any other provision.

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

BOROUGH OF DILLSBURG

*Jeffrey L. Mijff*  
Name:  
Title:

Date: 8/14/08

*Debra L. Beitzel*  
Attest

BOROUGH OF FRANKLINTOWN

Richard H. Bloud

Name:  
Title: PRES. COUNCIL

Date: 8-6-2008

Debrah Walker  
Attest

FRANKLIN TOWNSHIP

Lionel J. Lee  
Name:  
Title:

Date: 6 Aug. 08

Nancy Zentmeyr  
Attest

CARROLL TOWNSHIP

Robert F. Faulkner  
Name: Robert F. Faulkner  
Title: Chairman

Date: 8/11/08

Jaye Z. Romberger  
Attest