

APPENDIX C

****EXAMPLE****

**INTERGOVERNMENTAL COOPERATIVE
IMPLEMENTATION AGREEMENT**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT IMPLEMENTING THE Shippensburg Borough / Shippensburg Township Regional Comprehensive Plan is created by and among the participants listed below:

Shippensburg Borough
Shippensburg Township

* These participants are also referred to as municipalities in this agreement.

SECTION I: AUTHORIZATION AND EFFECTIVE DATE OF ADOPTION

- A. 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.
- B. This agreement shall be effective upon approval by the governing body of each of the participants adopting this agreement.

SECTION II: BACKGROUND

Each of the Municipalities has adopted the Shippensburg Borough / Shippensburg Township Joint Comprehensive Plan as their comprehensive plan pursuant to the requirements of Article III of the Municipalities Planning Code (the "MPC"). Each of the Municipalities has agreed to implement the adopted Plan by revising relevant ordinances (zoning, subdivision regulations, sewage facilities plans, official map) and bringing each into consistency with the adopted Plan.

SECTION III: PURPOSE

- A. The Joint Comprehensive Plan Steering Committee is the planning advisory body for the Plan, and includes representatives from both municipalities, Shippensburg University, Shippensburg Area School District, and the business community. The goal of the municipalities is to preserve and protect their quality of life through preservation of natural areas, increased economic development, and provision for future growth in appropriate areas.

- B. It is the desire of the municipalities to encourage responsible development that respects the Region's sensitive environmental features and character, enhances the historical quality of the Borough, preserves environmental features and agricultural areas, efficiently uses public infrastructure, and strengthens the regional tax base. Through multi-municipal cooperation and planning, the Plan intends to:
 - 1. Protect the unique and cherished historical, cultural and natural resources of the Region.
 - 2. Accommodate the needs of existing and future residents.
 - 3. Implement effective growth management techniques to provide for orderly and well planned development throughout the Region.
 - 4. Address the specific needs and unique conditions of each municipality.
 - 5. Encourage a range of housing options.
 - 6. Encourage economic development.
- C. The purpose of this Intermunicipal Cooperative Implementation Agreement is to achieve the objectives cited in Section B above by implementing the Plan.
- D. The further purpose of this Intermunicipal Cooperative Implementation Agreement is to comply with the provisions of Section 1104 of the MPC.

SECTION IV: GOALS, OBJECTIVES, AND POLICIES, AND IMPLEMENTATION ROLES AND RESPONSIBILITIES,

- A. The goals, objectives, and policies of the Plan will help guide and shape new growth and development in the four municipalities for the next 10 years. The goals, objectives, and policies set forth in the Plan are reaffirmed by this agreement.
- B. By adopting this agreement, the participants hereby define their roles and responsibilities for implementing the Plan. The Plan will be implemented by undertaking actions, as described in this agreement, that are consistent with the Plan.

SECTION V: ADOPTION OF CONFORMING ORDINANCES AND PLANS

Within two years after adoption of the Plan, each Municipality agrees to implement the Plan by adopting, amending, or otherwise conforming its relevant ordinances as necessary so that they are generally consistent with the Plan. These relevant ordinances and plans include the zoning ordinance, the subdivision and land development ordinance, the Sewage Facilities Plan, the official map and other development regulations authorized by the MPC.

SECTION VI: CREATION AND ROLE OF THE STEERING COMMITTEE

The Steering Committee shall serve as the advisory body for municipalities who have agreed to implement the Joint Comprehensive Plan under the agreement.

- A. Membership: Each participating municipality shall have one representative and one alternate on the Steering Committee. The municipal governing body shall appoint its representative and alternate. Shippensburg University and the school district shall also be represented.
- B. Organization: The Steering Committee shall establish such rules and procedures regarding but not limited to voting, quorum and withdrawal, as it deems necessary for the conduct of its business. These rules and procedures shall become effective upon acceptance by all of the participating municipalities.
- C. Administration and Expenditure of Funds: The Steering Committee may prepare an annual budget and appropriate funds for the operation of the Committee. The Committee may also seek federal, state and county grants to offset the cost of operation and to hire staff, or professional consultants, as deemed necessary. All budgeted and non-budgeted items shall be approved by unanimous consent of all municipalities.
- D. Role: The role of the Steering Committee shall be to consider and facilitate planning decisions regarding proposed amendments to the Plan and its land use component as set forth in Section 1104(c) of the MPC. The Committee shall establish and implement such procedures as may be necessary to fulfill this role. The procedures shall become effective upon acceptance by all of the participating municipalities.
- E. Annual Report: The Steering Committee shall prepare an annual report in conformance with the requirements of Section 1104 (b) (4) of the MPC. Each annual report shall be sent to the Cumberland County Planning Commission (CCPC).

SECTION VII: ROLE OF THE CUMBERLAND COUNTY PLANNING COMMISSION

- A. Reviews of plans and ordinances: The CCPC will conduct consistency reviews relative to the Shippensburg Borough/ Shippensburg Township Joint Comprehensive Plan pursuant to the provisions of the MPC. In addition, the CCPC will continue to conduct such reviews as are necessary to carry out its responsibilities as the county planning commission. These reviews include all reviews required by the MPC, the PA Sewage Facilities Act and other applicable laws and regulations of the Commonwealth of Pennsylvania. The CCPC will send copies of the reviews to the participants.
- B. Reviews of Subdivisions and Land Developments of Regional Significance: Under this agreement, the CCPC will conduct reviews of subdivisions and land developments meeting the criteria set forth in section VII-C. In addition, the CCPC will continue to

conduct such reviews as are necessary to carry out its responsibilities as the county planning commission. The CCPC will send copies of the reviews to the participants.

C. Developments of Regional Significance. For purpose of this agreement, a development of regional significance shall be defined as "any land development that, because of its character, magnitude, or location will have substantial effect upon the health, safety, or welfare of citizens in more than one municipality." Determination of regional significance in the Shippensburg planning area shall be based on the following guidelines:

1. Any residential land development or subdivision that results in the creation of 10 lots or more, or results in the development of 10 units or more.
2. Any subdivision or land development that has the potential to generate substantial amounts of traffic, or adverse environmental impacts, in a municipality other than the municipality in which the subdivision or land development is located.
3. Any portion of a subdivision of 10 or more lots or land development of 10,000 square feet or more of floor area that falls within 300 feet of a municipal boundary.
4. 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 20,000 square feet.
5. Any airport, trucking terminal, or sanitary landfill.

D. General Consistency Guidelines. When evaluating participant plans or ordinances or any amendments thereto for "general consistency", the CCPC shall determine if there is a "reasonable, rational, similar connection or relationship" between the plan, map(s), regulations or ordinance of each participant and the provisions of the Plan. To be generally consistent, any plans, maps, regulations or ordinances submitted to the CCPC shall be in accord with provisions of the Plan regarding the following:

1. the amount, location, density, intensity, character and timing of future land uses;
2. preservation of natural and historic resources such as wetlands, aquifer recharge zones, woodlands, steep slopes, prime agricultural land, flood plains, unique natural areas, historic sites and features;
3. provision of adequate housing opportunities with a variety of housing types and densities;
4. location, timing and character of transportation facilities, community facilities, including water, sewer, storm water, parks, recreation and other utilities.

- E. Annual Report: The CCPC will prepare an annual report as specified in Section 1104 (b) (4). The CCPC will transmit the report to the participants.
- F. Contract for Services Provided: The CCPC may contract for services provided under this agreement as deemed appropriate and agreeable to the Steering Committee and the CCPC.

SECTION VIII: ROLE OF THE MUNICIPALITIES

- A. Host Municipalities: Municipalities in which a subdivision or land development application is filed that meets the criteria set forth in Section VII-C of this agreement, shall forward the plans and supplementary material to the other municipalities upon receipt. Copies of professional reviews shall also be forwarded to the other municipalities upon receipt. In taking action on the subdivision or land development, the host municipality shall consider the comments provided by the other municipalities. Municipalities in which a plan or ordinance included within Section V is proposed for adoption, shall send a copy of said plan or ordinance to the other municipalities for review and comment. The host municipality shall consider the comments provided by the other municipalities.
- B. Other Municipalities: Upon receipt of ordinances, or plans from the host municipality, other municipalities should consider the proposal as it relates to the Plan. Upon receipt of subdivisions and land developments of regional significance, the other municipalities should consider the proposal relative to its effect upon the health, safety or welfare of its citizens. In considering these plans and ordinances, the other municipalities should consider the comments provided by the CCPC. The other municipalities may provide advisory comments and recommendations to the host municipality.

SECTION IX: MUNICIPAL PLANNING COMMISSIONS

Each municipality shall retain its own planning commission. Each municipal planning commission will review those subdivisions and land developments that are proposed within its own municipality, and then provide advisory comment to its elected officials. Recommendations of the municipal planning commission should be guided by the Plan and be consistent with its goals, objectives, and policies. The municipal planning commissions shall continue to perform all actions and functions as authorized by the MPC.

SECTION X: MUNICIPAL ZONING HEARING BOARDS

Each municipality shall retain its individual zoning hearing boards. These boards shall carry out all functions as set forth in the MPC. In considering applications before it, the municipal zoning hearing board should be guided by the Plan and take actions consistent with its goals, objectives, and policies.

SECTION XI: MUNICIPAL ZONING

Each participating municipality retains the right to adopt and administer its own individual zoning ordinance and map. Two or more participating municipalities may adopt and administer Joint Zoning Ordinances pursuant to the provisions of the Pennsylvania Municipalities Planning Code as amended.

SECTION XII: MUNICIPAL SUBDIVISION AND LAND DEVELOPMENT ORDINANCES

Subdivision and land development powers shall only be exercised by the municipality in which the property where the approval is sought. Under no circumstances shall a subdivision or land development application in one municipality be required to undergo more than one approval process.

SECTION XIII: PLAN AMENDMENT PROCEDURES

Any amendment of the *Shippensburg Borough/ Shippensburg Township Joint Comprehensive Plan* and the redefinition of any designated categories areas within the Future Land Use Plan shall be in accord with the provisions of this section and Article III of the PA Municipalities Planning Code.

The Steering Committee shall implement the procedures established pursuant to Section VI(D) of this agreement. Any and all proposed amendments to the Joint Comprehensive Plan and redefinitions of the above-cited areas shall be effective only upon approval by resolution by each of the municipal governing bodies. In the event that each of the municipal governing bodies do not approve the proposed changes, the municipalities may avail themselves of the dispute resolution provisions of Section XIV.

SECTION XIV: DISPUTE RESOLUTION

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.
- 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.

- C. Participating municipalities mutually covenant to make best efforts to resolve disputes as they arise.

SECTION XV: AMENDMENTS TO THE IMPLEMENTATION AGREEMENT

- A. Requirements - An amendment to this Implementation Agreement may be made only with the consent of all of the Participants, each of which shall execute the amendment.
- B. Consistency with the Plan - No amendment to this Implementation Agreement shall be inconsistent with the Plan. Any amendment that is not generally consistent with the Plan shall be void.
- C. Notice of Amendment - A true and complete copy of every amendment of this Implementation Agreement shall be provided to each Participant within ten (10) days of the full execution thereof or its effective date, whichever is sooner.

SECTION XVI: SEVERABILITY

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