

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR IMPLEMENTING
*GROWING TOGETHER: A COMPREHENSIVE PLAN FOR
CENTRAL LANCASTER COUNTY, PENNSYLVANIA***

This Intergovernmental Cooperation Agreement (hereafter referred to as Agreement), dated this 2nd day of July, 2008, for implementing the multimunicipal plan titled *Growing Together: A Comprehensive Plan for Central Lancaster County, Pennsylvania* (hereinafter referred to as *Growing Together*) is made by and among East Hempfield Township, East Lampeter Township, East Petersburg Borough, Lancaster City, Lancaster Township, Manheim Township, Manor Township, Millersville Borough, Mountville Borough, West Hempfield Township, and West Lampeter Township (hereinafter referred to collectively as Municipalities and individually as Municipality).

BACKGROUND: The Municipalities entered an agreement with Lancaster County to develop a multimunicipal comprehensive plan for the area encompassed by the Municipalities (hereinafter referred to as the Region). The Municipalities and the Lancaster County Planning Commission, acting on behalf of the County, (hereinafter “LCPC”) with the assistance of ACP-Visioning & Planning, Ltd., Thomas Comitta Associates, Inc., the Lancaster Inter-Municipal Committee (hereinafter referred to as LIMC) and LIMC staff, developed a multimunicipal comprehensive plan for the Region entitled “*Growing Together*”. *Growing Together* has been adopted as a part of or the entire comprehensive plan by each Municipality. The Municipalities are now desirous of establishing the framework by which the Municipalities will implement *Growing Together*, including, but not limited to, the establishment of the Land Use Advisory Board identified in *Growing Together*. Further the Municipalities desire to establish the procedure by which other members of the LIMC may join this Agreement.

This document includes footnotes with Explanatory Comments. These Explanatory Comments are not intended to be operative parts of the Agreement, but are included in the Agreement to provide additional background information and insight when this Agreement is examined in the future.

SECTION 1: AUTHORITY

Article XI of the Pennsylvania Municipalities Planning Code (hereinafter referred to as MPC) enables governing bodies of municipalities to enter into intergovernmental cooperation implementation agreements to implement comprehensive plans. The Intergovernmental Cooperation Law enables municipalities to jointly cooperate in the performance of their respective government functions, powers, or responsibilities pursuant to a written agreement.

SECTION 2: PURPOSE

A. As set forth in *Growing Together*, the purpose of this Agreement is:

- (1) To provide for implementation of *Growing Together* pursuant to MPC Article XI and to afford the Municipalities the benefits and opportunities available to participants in a multimunicipal plan under the provisions of the MPC.
- (2) To facilitate the kind of development in Growth Opportunity Areas and throughout the Region as recommended by *Growing Together*.
- (3) To provide a framework for the establishment of an intermunicipal transfer of development rights program.
- (4) To provide for the sharing of those uses identified in *Growing Together* among municipalities.

B. This Agreement shall also enable the Municipalities to achieve the purposes and goals of multimunicipal cooperative planning set forth in the MPC, including but not limited to:

- (1) To provide for coordinated development that is compatible with surrounding land uses and that will complement existing land development with a balance of commercial, industrial, institutional, recreational and residential uses.
- (2) To protect and maintain the separate identity of the Municipalities.
- (3) To prevent the unnecessary conversion of valuable and limited agricultural land to non-agricultural uses and to promote the preservation of prime agricultural land outside of the Designated Growth Areas.
- (4) To encourage cooperation and coordinated planning among adjoining municipalities so that each municipality accommodates its share of the multimunicipal growth and does not induce unnecessary or premature development of rural lands.
- (5) To minimize disruption of the economy and environment of the Municipalities.
- (6) To complement the economic and transportation needs of the Region.
- (7) To provide for the continuation of historic community patterns.
- (8) To provide for coordinated roadways, public services, infrastructure and improvements thereto.
- (9) To ensure that new public water and wastewater treatment systems are constructed in an area only after existing systems are efficiently utilized.
- (10) To ensure that new or major extensions of existing public water and wastewater treatment systems are constructed only in those areas within which anticipated growth and development can adequately be sustained within the financial and environmental resources of the area.
- (11) To identify those areas where growth and development will occur so that a full range of public infrastructure services, including sewer, water, highways, police and fire protection, public schools, parks, open space and other services can be adequately planned and provided as needed to accommodate the growth that occurs.
- (12) To encourage innovations in residential, commercial and industrial development to meet growing population demands by an increased variety in type, design and layout of structures and by the conservation and more efficient use of open space ancillary to such structures.
- (13) To facilitate the development of affordable and other types of housing in numbers

consistent with the need for such housing as shown by existing and projected population and employment data for the Region.¹

SECTION 3: POWERS AND SCOPE OF AUTHORITY

This Agreement provides a framework for the Municipalities to cooperatively implement *Growing Together* in accordance with the MPC and the terms of this Agreement, including specific powers and responsibilities hereinafter set forth, and to do all acts and things necessary or desirable within the scope of each Municipality's reasonable resources to carry out the purposes of this Agreement.

The Municipalities understand and agree that the implementation of *Growing Together* and the achievement of general consistency between each Municipality's land use ordinances, capital improvement plans, where they exist, and *Growing Together* must be accomplished in order to enable the Municipalities to take full advantage of the benefits and opportunities of the multimunicipal comprehensive planning. Each Municipality understands and agrees that it shall be principally responsible to achieve and maintain general consistency between its land use ordinances, capital improvement plans and *Growing Together*.

Growing Together shall be deemed to be incorporated into this Agreement.

SECTION 4: LAND USE ADVISORY BOARD

Growing Together contemplates the establishment of a board "to prioritize the implementation and development of proposed Growth Opportunity Areas and to monitor, on a voluntary basis, plans and land uses of regional impact." *Growing Together* identifies this board as the "Land Use Advisory Board."

A. By this Agreement, the Municipalities hereby form a board to be known as the Land Use Advisory Board (hereinafter referred to as LUAB).

B. The members of LUAB shall include one voting representative and one alternate to be appointed by each Municipality, and one voting representative and one alternate to be appointed by the Lancaster County Planning Commission (hereinafter referred to as LCPC). It is recommended that the representatives of the Municipalities be selected from among the Municipalities' elected officials, staff members, and planning commission members.

LUAB shall also have non-voting members who shall include one person to be appointed by each of the following: (1) each LIMC member which is not a party to this Agreement; (2) each school district serving the population of the Region; (3) Lancaster Area Sewer Authority, Suburban Lancaster Sewer Authority, Columbia Water Company, East Hempfield Township Municipal Authority, East Lampeter Sewer Authority, and City of Lancaster Bureaus of Water

¹ [EXPLANATORY COMMENT - Subparagraph B was taken directly from Section 1101 of the MPC, and slightly edited to tailor the purposes to the goals of *Growing Together* and the Region.]

and Wastewater Operations; (4) the Pennsylvania Department of Transportation; and (5) such other entities or organizations deemed appropriate by a majority vote of the voting members of the LIMC. LUAB may seek input from other entities deemed appropriate without bestowing non-voting member status upon such entities.

C. LUAB may seek the assistance of LIMC staff and LCPC staff to perform its work as outlined herein. Subject to availability of funding and approval by the LIMC, LUAB may retain consultants to perform its work as outlined herein.

D. LUAB shall conduct public meetings and adopt operating procedures and rules, consistent with this Agreement, other governing law, and *Growing Together*, in order to fulfill its responsibilities under this Agreement. LUAB shall be subject to the Sunshine Act (65 Pa.C.S. §701 et seq.) and the Open Records Law (65 P.S. §66.1 et seq.). LUAB shall meet at least semiannually; quorum standards shall not require that any non-voting members be present.

E. In addition to the specific roles identified elsewhere in this Agreement, LUAB shall have the following responsibilities:

(1) To recommend methods, strategies and actions to achieve “general consistency” among Municipalities’ land use ordinances, capital improvement plans and *Growing Together*.

(2) To develop model ordinances to implement the key aspects of *Growing Together*, e.g. regionwide TDR program.

(3) To inform and educate the public, municipal officials and staff with respect to zoning, subdivision and land development concepts and topics.

(4) To comment upon the “general consistency” of Implementing Actions as more fully set forth below.

(5) To recommend adoption, modification or rejection of proposed amendments to *Growing Together*.

(6) To review and comment upon developments of regional significance and impact, when requested by the “Host Municipality” as defined below.

(7) To serve as an information clearinghouse for all developments of regional significance and impact.

(8) To do all acts and things necessary or desirable within the scope of its authority to carry out the purpose of this Agreement.

SECTION 5: ADOPTION OF CONFORMING ORDINANCES

Following the adoption of *Growing Together* and any subsequent amendment of *Growing Together* by all the Municipalities, each Municipality will review and amend, as necessary, its capital improvement plan, zoning ordinance, subdivision and land development ordinance and other land use ordinances so as to be generally consistent with *Growing Together* or any subsequent amendment. Such ordinance amendments may include, but shall not be limited to, ordinance provisions that will (1) facilitate the kind of development in Growth Opportunity Areas and other selected areas recommended by *Growing Together*, (2) establish an intermunicipal transfer of development rights program and (3) provide for the sharing of uses

among municipalities.² The Municipalities acknowledge that “use sharing” (beyond those shared uses identified in *Growing Together*) must be further studied and incorporated into an amendment to *Growing Together*, an amendment to this Agreement, or another agreement, before a Municipality may take action to limit or eliminate a particular use.

SECTION 6: PROCESS FOR ASSESSING GENERAL CONSISTENCY

Municipalities shall submit proposed implementing actions, as defined below, to LUAB for LUAB's review and comment with respect to such action's general consistency with *Growing Together*. “Implementing Actions” are defined as adoption or amendment of zoning ordinances (including provisions for planned residential and traditional neighborhood development), subdivision and land development ordinances, other land use ordinances, official maps, other components of the Municipality’s comprehensive plan (if any), capital improvements plans, Act 537 Plans, extensions of service/service territory beyond the designated growth area or increases in capacity of public water or sewer systems, and the construction, extension or widening of arterial or collector roads or roadways.³ The process shall include the following:

A. LUAB Review – LUAB shall review a proposed Implementing Action and comment on such action's general consistency with *Growing Together* and the effect that the proposed Implementing Action would have on the overall general consistency of the sponsoring Municipality’s ordinance(s) with *Growing Together*. LUAB may consult with the LCPC or with other parties of relevant expertise, but such consultations are not binding on LUAB.

B. General Consistency Standards – In making comments upon the general consistency of an Implementing Action with *Growing Together*, LUAB shall be guided by the definitions of “general consistency” and “consistency” as set forth in the MPC, as amended from time to time. The Municipalities acknowledge and agree that a specific Implementing Action, when viewed on its own, may not appear to be consistent with *Growing Together*, but that the proposed Implementing Action may have such limited impact that it would not affect the overall consistency of the sponsoring Municipality’s ordinance(s) with *Growing Together*.⁴

C. Review Process – The process required by this section shall include the following:

² [EXPLANATORY COMMENT – The three identified areas are all named in *Growing Together* as areas for which ordinances should be developed. See *Growing Together* pp. 6.22-6.27, Land Use - Growth Management Objectives LU-GM.1-6, and Land Use – Agricultural Preservation Objective LU-AP.1.A. Further, the intermunicipal TDR and use sharing are concepts found in the MPC. See MPC Sections 1105(b)(2) & 1103(a)(4).]

³ [EXPLANATORY COMMENT - Each of these actions is already subject to review by the County Planning Commission under MPC Sections 304, 402, 505, and 609.]

⁴ [EXPLANATORY COMMENT – The Municipalities anticipate that some Implementing Actions may be inconsistent with *Growing Together* but will not result in any harm to the overall consistency of a Municipality’s Ordinance. For example, a minor text amendment to a zoning ordinance or small zoning map change.]

(1) Concurrently with the sponsoring Municipality's submission to the Lancaster County Planning Commission, the sponsoring Municipality shall provide LUAB with a copy of the proposed Implementing Action and any additional documentation submitted to the Lancaster County Planning Commission. LUAB shall provide notice of a proposed Implementing Action to the other Municipalities via regular or electronic mail within ten (10) days of LUAB's receipt of such proposed Implementing Action.

(2) LUAB shall review the proposed Implementing Action and make comments upon the general consistency of the proposed Implementing Action with *Growing Together* within thirty (30) days of submission by the sponsoring Municipality. The comments shall be written and submitted to the sponsoring Municipality and the other Municipalities. If LUAB fails to make comments with respect to a specific proposed Implementing Action within thirty days, the sponsoring Municipality may move forward with the adoption of the Implementing Action, provided it concludes its land use ordinances and capital improvement plan will remain generally consistent with *Growing Together*.

(3) The sponsoring Municipality shall review and consider LUAB's comments, but the sponsoring Municipality shall ultimately make its own determination if the proposed Implementing Action is generally consistent with *Growing Together*. LUAB's comments and/or recommendations shall not be binding on the sponsoring municipalities.

(4) The sponsoring Municipality shall provide LUAB a copy of any action taken by the sponsoring Municipality upon a proposed Implementing Action. LUAB shall provide notice of such action to the other Municipalities.

SECTION 7: DEVELOPMENTS OF REGIONAL SIGNIFICANCE AND IMPACT⁵

A. Information Sharing. Upon receipt of an application related to a Development of Regional Significance or Impact (hereinafter referred to as DRI), the Municipality which has received such an application (hereinafter referred to as Host Municipality) shall provide a copy of the application and supporting materials to LUAB. Within ten (10) days of its receipt of the application copy, LUAB shall provide notice via regular or electronic mail of DRI applications received by the Host Municipality to the other Municipalities. The provisions of this Agreement shall not be deemed to bestow party status upon LUAB or any other Municipality in any proceeding related to the DRI. Municipalities may obtain copies of a DRI application from either the Host Municipality or LUAB, provided such requesting Municipality shall be responsible for the reasonable cost of reproduction. The Host Municipality shall provide copies of any action taken with respect to a DRI to LUAB.

B. Voluntary LUAB Review. LUAB shall review a DRI only upon the request of the Host Municipality.

⁵ [EXPLANATORY COMMENT - This section addresses a requirement of Implementation Agreements under MPC Section 1104(b)(2). Please note that *Growing Together* only contemplates "voluntary review" of DRI's which is reflected in this Section.]

C. DRI Thresholds. Any development meeting the threshold criteria in Table 1 shall be considered a DRI, shall be subject to the information sharing requirements set forth above, and may be subject to LUAB review upon the request of the Host Municipality

**TABLE 1
DEVELOPMENTS OF REGIONAL SIGNIFICANCE AND IMPACT**

DEVELOPMENTS INSIDE URBAN AND VILLAGE GROWTH AREAS	
KIND OF DEVELOPMENT	THRESHOLD FOR DRI
Developments within Growth Opportunity Areas identified in <i>Growing Together</i>	All developments
Residential	More than 300 new lots or units
Office and/or Commercial	More than 100,000 gross square feet
Industrial, Wholesale, and/or Distribution	More than 500,000 gross square feet or more than 500 parking spaces
Gathering Spaces or Attractions	More than 500 parking spaces, or seating capacity of more than 2,000 people
Hospitals and Health Care Facilities	More than 300 new beds, or generating more than 375 vehicle trips during the peak hour
Mixed Use	More than 400,000 gross square feet, or more than 100 acres
Airports, runways, heliports, rail terminals, sanitary landfills, waste handling facilities, prisons, juvenile detention facilities	All new developments or expansions
Other Uses (including Educational Facilities)	Any development causing more than 100 acres of earth disturbance, projected to have more than 500 vehicle trips during the peak hour, projected to have more than 100 truck trips per day, and/or deemed by the host municipality to be a DRI

DEVELOPMENTS OUTSIDE URBAN AND VILLAGE GROWTH AREAS	
KIND OF DEVELOPMENT	THRESHOLD FOR DRI
Residential	More than 50 new lots or units
Other Uses (including Educational Facilities)	Any development with more than 50 acres, more than 50,000 gross square feet, more than 250 parking spaces, more than 250 vehicle trips during the peak hour, and/or deemed by the host municipality to be a DRI.

Note: “Gross square feet” means a structure(s) with that amount of gross square feet under roof.

D. Review Process – If requested by a Host Municipality to review a proposed DRI, LUAB shall generally follow the same procedures set forth in Paragraph 6 of this Agreement with respect

to proposed Implementing Actions. In addition to comments on the general consistency of the proposed DRI with *Growing Together*, LUAB may make comments or recommendations on traffic/roadway improvements, utility locations and capacity, and other items to mitigate the impacts of the DRI and to foster the use of neighboring lands in a manner that is consistent with *Growing Together*.

E. In addition to the provisions of paragraphs A. through D. above, if a Municipality receives an application for a development, any part of which lies within 500 feet of the boundary of a neighboring municipality, the Host Municipality shall notify the neighboring municipality within ten (10) days of receipt. Furthermore, the Host Municipality may request comments from the neighboring municipality, in which case the comments, if any, shall be submitted within thirty (30) days.

SECTION 8: IMPLEMENTATION ROLES AND RESPONSIBILITIES

The Municipalities will generally undertake roles and responsibilities for implementation of *Growing Together* as outlined in the recommendations contained in *Growing Together*, for example providing infrastructure, providing affordable housing, and purchasing property. In doing so, each Municipality shall make sincere, reasonable efforts within its capabilities, schedules, budgets, and resources.⁶

SECTION 9: YEARLY REPORTS

A. Municipality Reports. By March 1 in each year following the execution of this Agreement, each Municipality shall prepare a report concerning (1) the activities carried out pursuant to this Agreement during the previous year and (2) the Municipality's action plan (or update) specifying actions, programs, policies, new or revised ordinances or other steps which are proposed to be undertaken for the purpose of implementing *Growing Together*. The reports shall include summaries of public infrastructure needs in growth areas and progress toward meeting those needs through capital improvement plans and implementing actions, and reports on development applications and dispositions for residential, commercial, and industrial development in each Municipality for the purpose of evaluating the extent of provision for all categories of use and housing for all income levels within the *Growing Together* Region. The yearly reports shall be submitted to each Municipality, LUAB and LCPC. Also, the Municipalities shall request from the LCPC a yearly report of its activities undertaken in support of implementation of *Growing Together*.⁷

B. LUAB Reports. By June 1 in each year following the execution of this Agreement, LUAB shall prepare a report concerning the general status and vitality of *Growing Together* and recommending specific coordinated actions to be undertaken during the following year. The LUAB annual report shall be submitted to each Municipality and the LCPC.

⁶ [EXPLANATORY COMMENT: This paragraph is required by MPC Section 1104(b)(3).]

⁷ [EXPLANATORY COMMENT: This paragraph is required by MPC Section 1104(b)(4).]

SECTION 10: AMENDMENT AND REVIEW OF THE PLAN⁸

A. *Growing Together* may be amended by the formal approval of all Municipalities in accordance with the requirements of the MPC. A proposed amendment to *Growing Together* shall be submitted to LUAB at least 45 days prior to the earliest public hearing on the proposed amendment scheduled by any of the Municipalities. LUAB shall render its recommendation with respect to a proposed amendment to *Growing Together* in writing and provide a copy thereof to each Municipality.

B. *Growing Together* shall be reviewed at least every ten years in accordance with procedures and requirements of the MPC. Such reviews shall consider redefinition of growth areas, future growth areas, and rural resource areas in accordance with the MPC. When such reviews occur, review and comments shall be solicited from LUAB. If warranted by the review, the Municipalities may propose and adopt by the above procedures amendments to *Growing Together*, or may undertake a comprehensive update of *Growing Together* or development of a new comprehensive plan.

C. A LIMC municipality that is not a party to this Agreement and *Growing Together* may become a participant in *Growing Together* and a party to this Agreement, upon the completion of the following steps:

(1) The interested LIMC municipality (hereinafter referred to as “Interested Municipality”) submits a letter of interest to LIMC for distribution to the Municipalities.

(2) The Interested Municipality with the assistance and cooperation of LUAB shall develop the scope and content of the amendment/addendum or update to *Growing Together* to include the Interested Municipality (“Addition”).

(3) Upon preparation of a final draft, the Addition shall be submitted to LUAB and LIMC for review and recommendation to the Municipalities.

(4) After receipt of the LUAB and LIMC recommendations, the Municipalities shall initiate the process under the MPC and this Agreement to consider the adoption of an amendment to *Growing Together*. Concurrently, the Interested Municipality shall initiate the process to consider the adoption of *Growing Together* as the Interested Municipality’s Comprehensive Plan or component thereof.

(5) If the Addition is approved by the Interested Municipality and all of the Municipalities, the Interested Municipality shall join in this Agreement and other agreements between the Municipalities implementing *Growing Together*.

(6) LIMC, the Municipalities and the Interested Municipality shall determine, by separate agreement, the division of costs for preparation of the Addition and the

⁸ [EXPLANATORY COMMENT: This section relates to MPC Section 1104(c).]

preparation and placement of joint advertisements for the consideration of the Addition by the Municipalities.

SECTION 11: DISPUTE RESOLUTION

Any dispute between the Municipalities or between any Municipality(ies) and LUAB regarding compliance with or interpretation of this Agreement or *Growing Together*, shall be initially referred to LCPC, if available, or the LIMC for mediation.

SECTION 12: FINANCES

Each Municipality shall be responsible for its costs and expenses incurred in preparing and adopting this Agreement and in carrying out the transactions contemplated by this Agreement to be performed on the part of the Municipality. The Municipalities shall share costs of operation of LUAB through payment of their municipal contributions to the LIMC. LUAB shall not be empowered on its own to authorize expenditures, accept grants or gifts, enter into contracts, or employ persons.

SECTION 13: EXECUTION, EFFECTIVE DATE & TERMINATION

A. To enter into this Agreement, the governing body of a Municipality must adopt an ordinance approving this Agreement.

B. This Agreement will become effective on the first day of the calendar month immediately following due adoption by all the Municipalities of ordinances approving this Agreement.

C. As previously agreed as part of the agreement regarding the drafting of *Growing Together*, any Municipality shall have the right to terminate its participation in this Agreement by adoption of an ordinance terminating such Municipality's participation in the Agreement and/or *Growing Together*. Should a Municipality terminate its participation in this Agreement or should an LIMC Municipality fail to act as agreed herein, the Municipality shall contribute \$5,000 towards a revision to *Growing Together* to reflect such Municipality's withdrawal from the Agreement and *Growing Together*. Termination of this Agreement by any party to the Agreement, or failure to act as mutually agreed, will not affect the other parties to the Agreement.

D. If there is a comprehensive update of *Growing Together* or development of a new comprehensive plan in accordance with Section 10, B., a Municipality may choose, without penalty, not to participate in that activity and to withdraw from this Agreement.

E. If a Municipality fails to comply with its obligations under this Agreement within one hundred twenty days' written notice, the other Municipalities may by a two-thirds majority vote to terminate the violating Municipality's participation in this implementation agreement. Upon such termination, the terminated Municipality shall be responsible for the payment set forth in Paragraph C above.

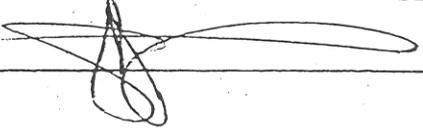
SECTION 14: AMENDMENT OF AGREEMENT

This Agreement may be amended by consent of all Municipalities indicated via approval action of each of the Municipalities' governing bodies, provided the amendment is not inconsistent with *Growing Together*.

IN WITNESS WHEREOF, the Municipalities, intending to be legally bound hereby, have caused this Intergovernmental Cooperation Agreement to be subscribed, as of the dates set forth under the duly authorized signature of each Municipality.

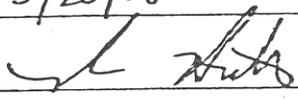
EAST HEMPFIELD TOWNSHIP

By: 
Chairman of Board of Supervisors

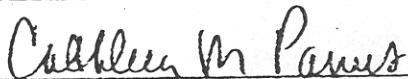
Date: 7/2/08
Attest: 

EAST LAMPETER TOWNSHIP

By: 
Chairman of Board of Supervisors

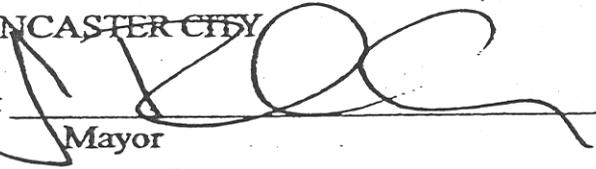
Date: 5/20/08
Attest: 

EAST PETERSBURG BOROUGH

By: 
President of Borough Council

Date: May 6, 2005
Attest: James R. Willie

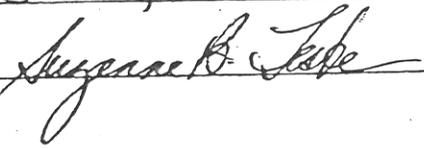
LANCASTER CITY

By: 
Mayor

Date: July 14, 2008
Attest: Janet C. Spleen
city clerk

LANCASTER TOWNSHIP

By: 
Chairman of Board of Supervisors

Date: June 9, 2008
Attest: 

MANHEIM TOWNSHIP

By: *Lawrence Daurin*
Chairman of Board of Commissioners

Date: May 12, 2008

Attest: *James M. Maritz*

MANOR TOWNSHIP

By: *John May*
Chairman of Board of Supervisors

Date: May 5, 2008

Attest: *Bruce Saly, Manager*

MILLERSVILLE BOROUGH

By: *John J. ...*
President of Borough Council

Date: 5-27-08

Attest: *Edward J. Arnold*

MOUNTVILLE BOROUGH

By: *Paul W. ...*
President of Borough Council

Date: May 12, 2008

Attest: *M. Virginia Miller*

WEST HEMPFIELD TOWNSHIP

By: *David M. ...*
Chairman of Board of Supervisors

Date: June 3, 2008

Attest: *Charles E. Douthett*

WEST LAMPETER TOWNSHIP

By: *Richard ...*
Chairman of Board of Supervisors

Date: 5-12-08

Attest: *Raymond ...*

Note: The signatures on pages 11 and 12 of this copy are a composite of the signature pages signed by each municipality.