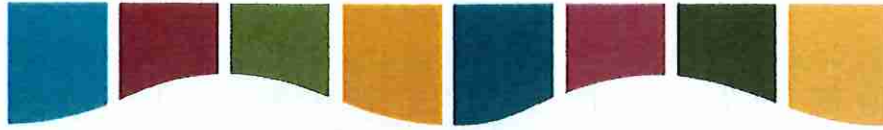


PLAN SLATE BELT



- Bangor • East Bangor • Pen Argyl •
- Portland • Roseto • Upper Mount Bethel •
- Washington • Wind Gap •

THE SLATE BELT MULTI-MUNICIPAL COMPREHENSIVE PLAN INTERMUNICIPAL COOPERATIVE IMPLEMENTATION AGREEMENT

THIS INTERMUNICIPAL COOPERATIVE AGREEMENT IMPLEMENTING THE Slate Belt Multi-Municipal Comprehensive Plan is created by and among the participants herein:

Bangor Borough
East Bangor Borough
Roseto Borough
Pen Argyl Borough

Wind Gap Borough
Portland Borough
Washington Township
Upper Mount Bethel Township

The participants, all divisions of Pennsylvania local government, are referred to as "Municipalities" in the agreement.

SECTION I: AUTHORIZATION AND EFFECTIVE DATE OF ADOPTION

- 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 enacted and amended.
- This agreement shall be effective upon approval by the governing body of each of the Participants adopting this agreement.

SECTION II: BACKGROUND

The Participants are parties to an Intermunicipal Cooperation Agreement for the Multimunicipal Planning, effective as of [insert date] (the "Planning Agreement"). In the Planning Agreement, the Participants established a Steering Committee herein after referred to as the "Committee." Pursuant to the requirements of the Planning Agreement, the Committee developed the *Slate Belt Multi-Municipal Comprehensive Plan* (the "Plan") for the Participants. Each of the Municipalities has adopted the Plan as their comprehensive plan pursuant to the requirements of Article III of the Municipalities Planning Code (the "MPC"). In addition, each of the Municipalities 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 Committee is the planning advisory body for a unified and identifiable region with the Blue Mountain, Delaware River, wooded lands, rolling hills, scenic vistas, many streams, historic properties, transportation infrastructure and communities, extensive farmland, vulnerable rural areas destined to be conserved, viable villages and core downtowns, and attractive residential and commercial areas. These features combine to form a unique region with an extremely high quality of life, viable local economy and rich landscape defined by natural resources. The goal of the municipalities is to preserve and protect these assets while directing growth and redevelopment into areas with adequate infrastructure, that is additive to the community and tax base. To further this aim, the Committee has designated growth areas in the Plan. New development and redevelopment will be directed to designated growth areas where the necessary infrastructure is in place, or most likely to be extended, to support it.
- B. It is the desire of the municipalities to encourage responsible development that respects the Slate Belt area's sensitive environmental features and special rural character, enhances the historical quality of the Boroughs and rural villages, preserves the Blue Mountain, Delaware River, streams, steep slopes, wetlands, floodplains, recreational assets and rural lands, efficiently utilizes public infrastructure and strengthens the regional tax base. Through multi-municipal cooperation and planning, the municipalities intend to:
 - a. Protect the unique and cherished historical, cultural and natural resources of the region; and
 - b. Accommodate the needs of existing and future residents; and
 - c. Implement effective growth management techniques to provide for the orderly and well-planned development throughout the region; and
 - d. Address the specific needs and unique conditions of each municipality; and
 - e. Encourage a range of housing; and
 - f. Direct infrastructure improvements to designated growth areas; and
 - g. Protect and enhance the unique, nationally, regionally and locally significant recreational assets; and
 - h. Support the reuse and redevelopment of the Boroughs as a major mixed-use destination for the Slate Belt region; and
 - i. Ensure the viability of the agricultural lands and economy critical to Slate Belt, the Lehigh Valley and the Commonwealth of Pennsylvania.
- 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, Implementation Agreements, 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 eight municipalities for the next 25 years and

beyond. The goals, objectives, policies and actions 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 zoning ordinance and subdivision and land development ordinance to be generally consistent with the Plan. Additionally, each Municipality agrees to undertake a good faith effort to implement the Plan by adopting, amending or otherwise conforming its other relevant plans and ordinances as may be necessary to achieve general consistency with the Plan. These relevant ordinances and plans include the sewage facilities plan, the official map and other development regulations authorized by the MPC. Further, each municipality agrees to undertake a good faith effort to implement additional recommendations in the Plan, including but not necessarily limited to transportation improvements, park and open space improvements, sewer and water improvements, and historic resources improvements.

SECTION VI: ROLE OF SLATE BELT MULTI-MUNICIPAL COMPREHENSIVE PLAN ADVISORY COMMITTEE

The Slate Belt Municipalities shall serve as the Slate Belt Multi-Municipal Comprehensive Plan Advisory Committee ("Advisory Committee") for municipalities who have agreed to implement the multi-municipal comprehensive plan for the Slate Belt Area under this agreement. Each municipality shall submit proposed ordinances, capital improvements, comprehensive plans, specific area plans, official maps or any proposed amendments thereto to the Slate Belt Multi-Municipal Comprehensive Plan Advisory Committee for review.

- A. Reviews. Advisory Committee shall conduct reviews and tasks mandated in Section 1104 – Implementation Agreement of the MPC in accord with the following guidelines:
 - a. General Consistency Guidelines. When evaluating ordinances, comprehensive plans, capital improvements plans or any amendments thereto for "general consistency," Advisory Committee shall determine if there is a "reasonable, rational, similar connection or relationship" between the plan, map(s), regulation(s) or ordinance and the provision(s) of the Plan. To be generally consistent, any plan(s), map(s), regulation(s) or ordinance(s) submitted to the Advisory Committee shall be in accord with provisions of the Plan regarding the following:
 - i. the amount, location, density, intensity, character and timing of future land uses;

- ii. preservation of natural and historic resources such as wetlands, aquifer recharge zones, woodlands, steep slopes, agricultural lands, floodplains, unique natural areas, historic sites and features;
 - iii. provision of adequate housing opportunities with a variety of housing types and densities;
 - iv. location, timing and character of transportation facilities, community facilities, including water, sewer, stormwater, parks, recreation and other utilities.
 - b. Advisory Committee shall provide review comments to the submitting municipality with a copy to the other municipalities in the Plan.
- B. Annual Report. Advisory 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 Lehigh Valley Planning Commission.

SECTION VII: ROLE OF THE MUNICIPALITIES

- A. Developments of Regional Significance. To create a procedure for the review of Developments of Regional Significance as defined in Section VII.B of this agreement, participating municipalities agree to adopt the following amendments to their subdivision and land development ordinances ("SALDO"):
- a. Add into SALDOs a definition of a "Development of Regional Significance" which uses the exact same wording contained in Section VII.B of this intergovernmental agreement.
 - b. Add into SALDOs under the Preliminary Plan Submission Requirements, a requirement that developers and subdividers of land furnish either a statement that the plan does not have regional significance to the SALDO definition, or if it does have regional significance a signed letter showing the dates upon which copies of the plan and supporting documentation have been delivered to each of the other nine municipalities. Copies of professional reviews shall also be forwarded to the other municipalities upon receipt. In acting on the subdivision and/or land development, the host municipality shall consider the comments provided by the other municipalities.
 - c. Upon plan submission to the host municipality the planning administrator, or other designated municipal staff member, shall verify, in accord with the SALDO definition of a development of regional significance, that the developer has correctly executed requirements of Section b above. If in accord, and all other municipal submission requirements are satisfied, the developer's plan shall be accepted for review by the municipality.
 - d. Upon receipt of a plan of regional significance that was submitted to another municipality, the Planning Administrator shall add the plan to the agenda of the next available planning commission meeting and notify the members of the municipal governing body.
- B. Developments of Regional Significance. For purposes 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 Slate Belt area shall be based on the following guidelines:

- a. Any residential land development or subdivision that results in the creation of five lots or more or results in the development in the immediate or aggregate of five or more residential, commercial or mixed-use units in the Townships.
 - b. Any residential land development or subdivision that results in the creation of five lots or more or results in the development in the immediate or aggregate of eight or more residential, commercial or mixed-use units in the Boroughs.
 - c. Any subdivision or land development that has the potential to generate:
 - i. 30 or greater residential vehicle trips per day according to the latest edition of the *Institute of Transportation Engineers Trip Generation Manual*.
 - ii. 100 vehicle trips or greater per day for all other non-residential land uses according to the latest edition of the *Institute of Transportation Engineers Trip Generation Manual*.
 - d. Any subdivision or land development that has the potential to adversely affect the environmental features listed in Section VI.A.a.ii. in any municipality within the scope of the *Slate Belt Multi-Municipal Comprehensive Plan*.
 - e. Any portion of a subdivision or land development that is within 300 feet of a municipal boundary.
 - f. 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 and/or is 40 feet in height including appurtenances.
 - g. Any airport, racetrack, commercial or non-profit shooting range, trucking terminal, high cube industrial, commercial solar or wind energy operation, commercial energy generation or distribution, chemical or fertilizer processing or distribution operation, amusement park or ski area, sanitary land fill, quarry, mine, or concentrated animal feed operation.
 - h. Uses not currently located in the Slate Belt area.
- C. Other Municipalities. 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 may provide advisory comments and recommendations to the host municipality.

SECTION VIII: 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 comments 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 IX: 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, policies and actions.

SECTION X: MUNICIPAL ZONING

Each participating municipality retains the right to adopt and administer its own individual zoning ordinance and zoning map. Municipalities will seek to coordinate amendments with participating Slate Belt area local governments while retaining individual municipal rights. Two or more participating municipalities may adopt and administer Joint Zoning Ordinances pursuant to the provisions of the MPC at their discretion.

SECTION XI: 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 applicant be required to undergo more than one municipal approval process.

SECTION XII: PLAN AMENDMENT PROCEDURES

Any amendment to the *Slate Belt Multi-Municipal Comprehensive Plan* and the redefinition of the Future Land Use Plan shall be in accord with the provisions of this section and Article III of the MPC.

Slate Belt area communities shall implement the procedures established pursuant to Section VI.A of this agreement. Any and all proposed amendments to the 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 XIII.

SECTION XIII: 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 shall utilize mediation provisions of Sections 602.1 and 908.1 of the MPC as may be relevant.

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

SECTION XIV: AMENDMENTS TO THE IMPLEMENTATION AGREEMENT

- A. Requirements. An amendment to this Implementation Agreement may be made only with the consent of all the Participants, each of which shall execute the amendment.
- B. Consistency with the Plan. The intent of this agreement is to maintain consistency with the Plan and all reasonable attempts to maintain consistency in implementation of the Plan shall be made. Any amendment that is not generally consistent with the Plan shall be avoided.
- C. Notice of Amendment. A true and complete copy of every amendment of this Implementation Agreement shall be provided to each Participant within eight (10) days of the full execution thereof or its effective date, whichever is sooner.

SECTION XV: WITHDRAWAL

A Participant may voluntarily withdraw from participation in this Implementation Agreement at any time after having been a Participant for at least one year, provided that the Participant shall give at least six months written notice to the Slate Belt Municipalities and the Advisory Committee.

SECTION XVI: ENFORCEMENT

Any participant may enforce this agreement against any other participant in accordance with Section 2315 of the Intergovernmental Cooperation Act, 53 Pa. C.S.A.

SECTION XVII: SEVERABILITY

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

IN WITNESS WHEREOF, and intending to be legally bound, the participants have executed this Agreement on the date indicated below.

BANGOR BOROUGH

By: _____

Attest

Date: _____

EAST BANGOR BOROUGH

By: _____

Attest

Date: _____

PEN ARGYL BOROUGH

By: _____

Attest

Date: _____

PORTLAND BOROUGH

By: _____

Attest

Date: _____

ROSETO BOROUGH

By: _____

Attest

Date: _____

UPPER MOUNT BETHEL TOWNSHIP

By: _____

Attest

Date: _____

WASHINGTON TOWNSHIP

By: _____

Attest

Date: _____

WIND GAP BOROUGH

By: _____

Attest

Date: _____

DRAFT

