

**THE PHOENIXVILLE REGION INTERGOVERNMENTAL COOPERATIVE
IMPLEMENTATION AGREEMENT FOR REGIONAL PLANNING**

This Agreement made this 14th day of April, 2008, by and between the Borough of Phoenixville and the Townships of Charlestown, East Pikeland, East Vincent, Schuylkill and West Vincent in Chester County, Pennsylvania (hereinafter collectively referred to as the "participating municipalities").

SECTION I: AUTHORIZATION

The following Intergovernmental Cooperative Implementation Agreement is authorized by, and conforms to, Article III and Article XI of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No 247, as reenacted and amended, 53 P.S. §10101 et seq., and Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

SECTION II: PURPOSE

The Phoenixville Region is a well-balanced region with a richly diverse landscape of historic communities, attractive suburban neighborhoods, industry, commercial centers, rolling farmlands and abundant natural resources. The Borough of Phoenixville has been the historic commercial center of the region with the surrounding Townships having historically been agricultural communities that have in recent decades seen significant suburban type development. As set out in the "Intergovernmental Cooperative Planning Agreement for the Municipalities of the Phoenixville Region" signed on January 15, 2003, the region's communities recognize that they are at a crossroads for directing growth and this is the catalyst for the region's municipalities working together to plan their future. Especially important for the region is directing growth into the region's older communities and designated growth areas, particularly the Borough of Phoenixville, in order to revitalize these older places, maximize the use of existing costly public infrastructure of the region, and preserve the region's rural areas. Through regional cooperation and planning the Phoenixville Region intends to:

- Protect the unique historical, cultural, and natural resources of the region.
- Promote the economic vitality and quality of life of the region's existing communities.
- Implement growth management techniques to provide for orderly and well-planned new development.
- Preserve open space and agriculture in the region.

- Develop transportation choices for better mobility in and through the region.
- Encourage walkable communities with a mix of uses and a range of housing options where appropriate.
- Promote new economic opportunities and jobs.
- Maintain and improve recreation options.
- Address the specific needs and unique conditions of each municipality.

SECTION III: GOALS & OBJECTIVES

The goals and objectives, which can also be found in the adopted Phoenixville Regional Comprehensive Plan, and which are incorporated herein by reference, will help guide and shape new growth and development in the region for the next twenty years.

SECTION IV: DEFINITIONS

A. Committee - The Regional Planning Committee formed by the terms of this Agreement. Effective with the execution of this Agreement by the participating municipalities, this Committee shall be the successor and replacement for the planning committee established by the "Intergovernmental Cooperative Planning Agreement for the Municipalities of the Phoenixville Region" signed on January 15, 2003.

B. Consistency – That which exhibits agreement or correspondence between matters being compared which denotes reasonable, rational, similar, connection or relationship.

C. General Consistency; Generally Consistent – That which exhibits consistency. In its applications within the Phoenixville Region when considering subdivisions, land developments, zoning changes, or any other matter deemed to have regional impact, generally consistent shall be interpreted as that which conforms to the goals and objectives stated in Section III of this agreement and with other policies stated in the Phoenixville Regional Comprehensive Plan. Specifically, a proposed land use action shall be considered generally consistent with the Regional Comprehensive Plan when the regulations, amendment, or action:

1. Furthers, or at least does not interfere with, the goals and policies contained in the Regional Comprehensive Plan; and
2. Is compatible with the future land uses and densities and/or intensities contained in the Regional Comprehensive Plan. Densities are

not required to be identical to the ranges contained in the Regional Comprehensive Plan, but the overall intent of the land use action should be compatible with the intent of the Plan; and

3. Carries out or supports other specific implementation actions recommended by the Regional Comprehensive Plan.

D. Governing Body – The council in boroughs and incorporated towns; the board of commissioners in townships of the first class; the board of supervisors in townships of the second class.

E. Master Plans – Generalized, non-binding, land use plans for targeted areas that are either (1) prepared and adopted by a municipality for the purpose of integrating large scale residential and non-residential development in a unified manner or (2) in member municipalities that so elect to allow, are prepared by a developer as part of a proposed mixed use development.

F. Pennsylvania Municipalities Planning Code – Act of 1968, P.L.805 No. 247 as reenacted and amended.

G. Phoenixville Region (Region) – The Phoenixville Region (Region) comprised of the municipalities of Phoenixville Borough and the Townships of Charlestown, East Pikeland, East Vincent, Schuylkill and West Vincent, who have joined together for the purpose of regional planning as per the stipulations of this Agreement.

H. Phoenixville Regional Comprehensive Plan (Plan) – The regional comprehensive plan referred to in Section V of this Agreement, including all amendments and supplements thereto, and any new plan substituted therefore, as in force at the time of application under this Agreement. Nothing in the Plan is intended to undercut any ordinance or authority of any municipality adjoining the region,

I. Phoenixville Regional Planning Committee (Committee) – A planning Committee comprised of representatives of the participating municipalities and constituted as a joint municipal planning committee in accordance with 53 P.S. §10101 et seq., and Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq., and Article XI of the Municipalities Planning Code, to address, on behalf of the participants, multi-municipal issues, including, but not limited to, agricultural and open space preservation, natural and historic resources, transportation, housing and economic development and the administration and interpretation of the Phoenixville Regional Comprehensive Plan on matters relating to zoning, land use, and public infrastructure and services.

J. Specific Plans – A detailed plan for nonresidential development of an area in one or more of the participating municipalities or for an area including land in one or more of the participating municipalities and land in one or more adjoining municipalities for the systematic implementation of the Phoenixville Regional Comprehensive Plan and any comprehensive plan covering any adjoining municipality, which when approved and adopted by the municipality or municipalities in which the affected land is located through ordinances and agreements, supersedes all other applications. It is understood and agreed that except as specifically provided for or formally agreed to nothing in any Specific Plan shall have any effect on any area not covered by the Specific Plan nor shall it have any effect on the ordinances or authority of any adjoining municipality.

K. Subdivision and Land Development of Regional Impact - Any subdivision or land development proposal (whether submitted as a formal application, sketch plan, as part of a conditional use or special exception application, or as part of a variance application) will be considered a subdivision or land development of regional impact if it meets any of the following standards:

Type of Development	Threshold for DRI Review
1. Office, Retail	Greater than 75,000 gross square feet
2. Wholesale & Distribution	Greater than 100,000 gross square feet
3. Hospitals and Health Care	Greater than 200 new beds; or generating more than 250 peak hour vehicle trips per day
4. Residential	Greater than 100 new lots or units
5. Industrial	Greater than 125,000 gross square feet; or employing more than 300 workers or covering more than 25 acres
6. Hotels	Greater than 150 rooms
7. Mixed Use	Total gross square feet greater than 100,000
8. Attractions & Recreational Facilities	Greater than 500 parking spaces or a seating capacity of more than 1,000
9. Waste Handling Facilities	New facility or expansion of existing facility by more than 50%
10. Quarries, Asphalt, and Cement Plants	New facility or expansion of existing facility by more than 50%
11. Petroleum Storage Facilities, Energy Generation or Distribution Facility	New facility or expansion of existing facility by more than 50%

12. Public or Private School	New or relocated facility with a capacity of 500 students or more
13. Any other development types not identified above (includes parking facilities)	300 parking spaces
14. Any other proposed subdivision or land development, which in the opinion of the governing body of the municipality in which it is proposed, could have a regional impact or an impact beyond the boundaries of that municipality and for which that municipality desires input from the Regional Planning Committee	

SECTION V: PHOENIXVILLE REGIONAL COMPREHENSIVE PLAN

A. Plan Adoption: The adopted Phoenixville Regional Comprehensive Plan shall serve as the guide for all future growth in the region. Upon its adoption by all the participating municipalities each municipality’s land use planning decisions shall be guided by the Regional Plan and conform to its goals and objectives.

1. The Phoenixville Regional Comprehensive Plan may be adopted as the sole comprehensive plan for the participating municipalities; however, any municipality may retain, or subsequently adopt, an individual municipal comprehensive plan provided said plan is generally consistent with the adopted Regional Plan. Any municipality of the Phoenixville Region that retains or develops its own municipal comprehensive plan shall be responsible to maintain the general consistency of the municipal plan with the Regional Comprehensive Plan. In the event that there is general inconsistency between an individual municipality’s comprehensive plan and the Regional Comprehensive Plan, following the 2-year period provided for modifications under section 1104 of the MPC, the Regional Comprehensive Plan shall be the controlling document.

B. Comprehensive Plan Consideration: The participating municipalities agree to consider the principles of the Regional Comprehensive Plan when rendering decisions and making policy.

C. Plan Interpretation: Member municipalities agree to duly consider the opinions and recommendations made by the Committee on all matters pertaining to the interpretation of the Regional Comprehensive Plan, but, except as otherwise specifically provided in this Agreement, it is understood that any opinion or recommendation rendered by the Committee shall be advisory only.

D. Consistency Review and Plan Implementation: Each municipality agrees to perform a review of its zoning ordinance and/or plan, subdivision and land development ordinance and any capital improvement plan to determine their general consistency with the Regional Comprehensive Plan. Each municipality agrees to timely perform its obligations regarding the resolution of any lack of general consistency as provided in the Municipalities Planning Code and in particular section 1104(b)(1) thereof.

SECTION VI: PHOENIXVILLE REGIONAL PLANNING COMMITTEE

A. Membership:

1. The Committee shall be comprised of two representatives from each participating municipality. One member from each municipality shall be a member of the governing body, and the other member shall be from the planning commission. To the extent a member of the governing body of any municipality is a member of that municipalities planning commission, that member may if the municipality involved so desires be the planning commission member of the Regional Planning Committee for that municipality. Each municipality shall have one (1) vote which shall be cast by the designated governing body member, with a proxy vote available to be cast by the planning commission member or any alternate member designated by any municipality in the absence of the regular voting member.

2. Each municipality shall select an alternate to attend any meeting of the Committee where said alternate shall have the right to cast the municipal vote on matters which come before the Committee in the event that the regular representatives of the municipality are not available.

3. Each municipality is responsible for ensuring full representation on the Committee and must fill any vacancy in a timely fashion.

B. Officers: The positions of Chairperson and Vice-Chairperson shall be held by individuals representing two different municipalities.

C. Terms of Office: All Officers shall be elected at the January meeting of the Committee and serve a one-year term. The positions of Chairperson and Vice-Chairperson may, if so elected, succeed themselves for a second one-year term provided that at the end of two years an individual representing a different municipality shall fill each position. In electing officers a member may vote for himself/herself.

D. Quorum: A quorum shall be considered achieved when there are four (4) voting members present whereby each voting member represents a separate municipality.

E. Voting Rights: Although each municipality shall have two (2) representatives on the Committee, together they shall have one (1) vote to cast on all matters that come before it. Where both representatives are present from a single municipality, the prevailing vote shall be that of the member designated as the governing body member or in his/her absence by the member designated as the planning commission member or in his/her absence by the alternate member.

F. Voting: As the Committee is an advisory body, any and all actions taken by the Committee shall be by simple majority vote except as otherwise noted in this Agreement. No action may be taken, or recommendation made, where the resulting vote ends in a tie.

G. Meetings: Regular meetings will be held monthly on a mutually agreed upon day and time. A majority at any meeting may change the date of any meeting. Should there be no business to be considered, the Chairman may cancel a meeting with two business days prior notice to the representatives of the participating municipalities and to the Manager or Secretary of the municipality hosting the meeting. All meetings or portions of meetings at which official action is taken shall be open to the general public.

H. Annual Report: To the extent required by the Municipalities Planning Code an Annual Report shall be prepared.

I. Administration and Expenditure of Funds:

1. Individual municipalities may appropriate funds, at the discretion of each individual Governing Body, for use by the Committee.

2. Within the limits imposed upon it by the funds available for its use, the Committee shall appropriate funds for the operation of the Committee and prepare an annual budget for disbursement of such funds. The annual budget shall be unanimously approved by all participating municipalities before any funds may be disbursed.

3. All proposed expenditures or appropriations shall be approved by unanimous consent of all participating municipalities' governing bodies. The annual budget shall be unanimously approved by all participating municipalities before any funds may be disbursed.

4. Within the limits imposed upon it by the funds available for its use, the Committee may employ such staff or personnel and enter into contracts with consultants as it sees fit to aid in its work, such employment decisions and contracts shall be approved in advance by the unanimous consent of all participating municipalities and shall contain wording making any subsequent budget years' obligations on the participating municipalities conditioned on requisite funds for such contracted items being authorized. Dismissal of an employee or consultant, subject to any general legal rules, can be authorized by a majority of the participating municipalities.

5. The participating municipalities may authorize the Committee to seek federal, state and county grants to aid it in its work. Such authorization must be by unanimous consent of all participating municipalities.

SECTION VII: REGIONAL LEGAL DEFENSE FUND

The member municipalities of the Committee agree to consider from time to time providing financial or other assistance to each other to defend the Regional Comprehensive Plan of its implementation in one or more of the participating municipalities. The purpose is to assist participating municipalities with litigation related to implementation of the Plan, including, but not limited to, municipal ordinances adopted to be generally consistent with the Plan.

SECTION VIII: CHANGES IN MEMBERSHIP

A. Withdrawal: A municipality may withdraw from the regional planning organization consistent with the following sequential process:

1. Written notice is provided to the Committee and each other participating municipality regarding the intention to withdraw.
2. The withdrawing municipality holds a public hearing, pursuant to public notice, to solicit comment regarding its intention to withdraw.
3. The governing body of the municipality intending to withdraw passes a resolution authorizing the withdrawal.

4. The withdrawal shall be effective one-year from the adoption of the resolution authorizing the withdrawal. The one-year waiting period will allow for the Regional Comprehensive Plan to be revised as necessary.

5. Any municipality withdrawing from the Committee shall be bound by the requirements of this agreement, including compliance with all subdivision and land development, zoning and comprehensive plan amendment review processes, even during the one-year waiting period, except as may be otherwise permitted herein.

6. Any municipality that has authorized withdrawal shall be financially responsible for all previously budgeted items until the expiration of the one-year waiting period, and in addition it will be responsible for any unbudgeted items that it, or its representative to the Committee, had agreed to or voted for prior to the expiration of the one-year waiting period. In addition, any withdrawing municipality shall be responsible for its share of the costs of the preparation of any Plan Amendment needed as a result of their planned withdrawal.

B. Expansion: A new municipality may enter into this implementation agreement with the regional planning committee through a unanimous vote of the then participating municipalities.

1. The new member municipality shall be responsible for its share of the cost of preparing an amendment to the Regional Comprehensive Plan. The amount of such contribution shall be determined at the time of expansion.

2. Adoption of the amended Regional Comprehensive Plan by all participating municipalities, including the new member, shall be a precondition for membership of the new municipality.

SECTION IX: SUBDIVISION AND LAND DEVELOPMENT REVIEW PROCESS

A. Subdivision, Land Development Review Role: All proposals for a subdivision or development of regional impact shall be brought before the Committee for review and comment.

B. Submittal and Review Process: It shall be the responsibility of the municipality where the application/development is located to direct the applicant/developer to forward on to the Committee for review and comment any plan, application or proposal that is to be reviewed by the Committee.

1. All plans, applications or proposals shall be submitted to the Committee in sufficient time to allow for review and comment within the time-frame specified by the Municipalities Planning Code. A review by the Committee shall not exceed this time-frame unless an extension is

granted by the municipality where the application is located and the developer who submitted the plan.

2. In reviewing subdivisions or land developments of regional impact, the Committee shall consider the merits of the proposal as it relates to the stated goals, objectives and policies of the adopted Regional Comprehensive Plan. Specific design details will be the responsibility of the municipality in which the subdivision or land development is proposed and other professional reviews conducted on behalf of the municipality.

3. In reviewing subdivisions or land developments of regional impact, the Committee shall consider the professional reviews written or other items prepared for the municipality as part of the standard municipal review process.

4. Additional reviews or studies may be requested of the applicant or of the municipality if the proposal has been substantially revised. The determination that a substantial revision has been made shall be made by the governing body of the municipality in which the subdivision or land development is proposed.

5. Notwithstanding any provision of the Agreement to the contrary, the power to approve or reject a subdivision or land development of regional impact shall be exercised only by the municipality where the property, for which the approval is sought, is located.

6. Review comments are advisory only and shall be directed to the Manager or Secretary of the municipality submitting the plans, application or proposal for distribution to the appropriate Boards and Commissions of that municipality, consistent with the municipality's review process. Review comments submitted by the Committee shall be maintained by the municipality in which the proposed subdivision or land development is located.

7. Submission of plans, applications or proposals to the Committee does not relieve a municipality of its duties to notify neighboring municipalities under the Pennsylvania Municipalities Planning Code.

SECTION X: LAND USE CONSISTENCY

A. When determining general consistency for zoning ordinances, municipalities shall consider the "Future Land Use Plan" of the Regional Comprehensive Plan.

B. Future Land Use Plan: Implementation of the Future Land Use Plan of the Regional Comprehensive Plan shall be achieved via local zoning ordinances.

C. Future Land Use Map: The Future Land Use Map divides the Phoenixville Region into eight generalized land use categories: Commercial, Mixed Use, High Density Residential, Medium Density Residential, Low Density Residential, Village, Rural and Industrial. Each land use category authorizes municipalities to permit a variety of residential and nonresidential uses at varying densities and intensities. Any changes to the extent of the future land use categories on the Future Land Use Map will require a comprehensive plan amendment.

SECTION XI: ORDINANCE AND CONSISTENCY REVIEW PROCESS

A. Except as provided below, all proposed zoning text amendments, or zoning map changes, or subdivision and land development ordinances changes that affect natural resource protection standards, shall be sent to the Committee for review and comment in compliance with the following process:

1. Submittal: All proposed ordinance or map amendments affecting a change on standards regulating use, residential density, non-residential intensity or natural resource protection shall be sent to the Committee for review and comment. Amendments to ordinances that do not affect standards regulating use, residential density, non-residential intensity or natural resource protection are not required to be submitted.

2. Municipal Ordinance Adoption: Except as provided in Section XI.G below, no ordinance text amendment or zoning map amendment affecting a change on standards regulating use, residential density, non-residential intensity or natural resource protection shall be adopted by a municipality until the Committee has advised the municipality whether the proposal is generally consistent with the stated goals, objectives, and policies of the Regional Comprehensive Plan, as outlined in Section XI.3, below.

3. General Consistency Determination and Review: Following the submission of any proposed ordinance or map amendment, the Committee shall determine if the submission is generally consistent with the Regional Comprehensive Plan. Opinions rendered on the matter of general consistency shall be done by simple majority vote and shall be advisory to the submitting municipality.

B. Where the Committee has determined the proposed ordinance or map amendment is generally consistent with the Regional Comprehensive Plan, written notice shall be provided to the Manager or Secretary of the municipality

submitting the proposal within five business days of the determination by the Committee so that the municipality may proceed with adoption of the proposed zoning ordinance or map amendment.

C. As part of the general consistency notification, the Committee may submit additional review comments regarding the proposal. These additional review comments are advisory only and shall be directed to the Manager or Secretary of the municipality proposing the ordinance change or map amendment for distribution to the appropriate Boards and Commissions, consistent with the municipality's review process.

D. Where the Committee has determined the proposed zoning ordinance or map amendment is not generally consistent with the Regional Comprehensive Plan, the Committee shall notify the Manager or Secretary of the municipality submitting the proposal within five business days of the determination by the Committee. The notice shall be in writing and include a statement of the identified inconsistency(ies) and an indication of what change could be made to the proposal to eliminate the conflict.

E. Upon receipt of notification, the municipality submitting the proposal may (i) modify the proposed ordinance or map amendment to eliminate the inconsistency(ies) and resubmit the proposal under the procedure set forth in this Article, or (ii) it may initiate a request to amend the Regional Comprehensive Plan in accordance with Section XII, or (iii) it may submit a request for dispute resolution as provided for in this Agreement.

F. To the extent any of the procedural requirements of this Agreement relating to ordinance adoption or amendment or plan review are not specifically required by the Pennsylvania Municipalities Planning Code, noncompliance with any requirement of this Agreement shall not be a basis for invalidating any ordinance, ordinance amendment or plan decision.

G. If the Committee fails to act on any proposed ordinance, ordinance amendment or plan within forty-five (45) days of the date it is submitted to the Committee, the ordinance, ordinance amendment or plan shall be deemed to be generally consistent with the Plan.

SECTION XII: REGIONAL COMPREHENSIVE PLAN REVIEW AND UPDATE PROCESS

A. It is the responsibility of the Committee to update, revise, and prepare amendments to the Regional Comprehensive Plan, as well as redefining any designated growth area, future growth area, or rural resource area within the Plan, consistent with the following:

1. Comprehensive Plan Update: At a minimum, the Committee shall undertake a review of the Regional Comprehensive Plan on a schedule pursuant to Article III of the Pennsylvania Municipalities Planning Code, and shall update the Plan as the results of such review may indicate.

2. Requests for Comprehensive Plan Amendment: A request to amend the Regional Comprehensive Plan may be made by a participating municipality at any time, consistent with the following:

a. Requests for a Comprehensive Plan amendment shall include a summary of the change requested, and the supporting rationale for the proposed change.

b. Upon the request of the participating municipality, the Committee shall prepare an amendment to the Comprehensive Plan.

c. Prior to forwarding the proposed Comprehensive Plan amendment to the participating municipalities for consideration, the Committee shall:

i. Forward the proposal to the county, contiguous municipalities, and the local school district(s) and allow 45 days from receipt for comment.

ii. Hold at least one public meeting.

d. A meeting of the Committee to review the proposal and discuss any comments received shall be held in accordance with the provisions of the Pennsylvania Open Meetings Act (Sunshine Law).

3. Once the above requirements have been satisfied, the proposed Comprehensive Plan amendment shall be forwarded to the governing body of each participating municipality for consideration. The proposal shall be forwarded and include all comments submitted by the county, contiguous municipalities, and the local school district(s), and a recommendation of the Committee, based upon a roll call vote.

4. At a minimum, the governing bodies of each participating municipality shall hold a public hearing on a bi-annual schedule during the months of May and November, pursuant to Section 302 of the Pennsylvania Municipalities Planning Code, Act 247, to consider all Comprehensive Plan amendments prepared by the Committee, should any be pending.

5. Beyond considering Comprehensive Plan amendments at the predetermined meetings outlined above, municipalities may consider

Comprehensive Plan amendments at any time and shall act within ninety (90) days of the date they are received.

6. Any proposed amendment shall be effective upon its adoption by all of the participating municipalities.

7. Within two years from the date on which the amendment to the Plan is effective, each municipality agrees to perform a review of its zoning ordinances and/or plan, subdivision and land development ordinances and any capital improvement plan to determine their general consistency with the amended Regional Comprehensive Plan. Each municipality agrees to timely perform its obligations regarding the resolution of any lack of general consistency as provided in the Municipalities Planning Code and in particular section 1104(b)(1) thereof

8. Should any participating municipality deny approval of the proposed Comprehensive Plan amendment, the Committee may exercise dispute resolution as identified in Section XIX, for at least 90 (ninety) days in an attempt to resolve the conflict, provided, however, that dispute resolution may be exercised at any time and for any time period mutually agreed upon by the participating municipalities.

9. To be in effect, any and all amendments to the Plan must be unanimously approved by resolution by all participating municipalities pursuant to the Comprehensive Plan Amendment requirements of the Pennsylvania Municipalities Planning Code.

SECTION XIII: MASTER PLAN REVIEW PROCESS

A. All proposed Master Plans shall be submitted to the Committee for review and comment in compliance with the following process:

1. Submittal: Proposed Master Plans shall be submitted to the Committee at least forty-five (45) days prior to the time of the proposed adoption by the submitting municipality to allow sufficient time for review and comment.

2. Consistency Determination: The Committee shall review the Master Plan for general consistency with the Phoenixville Regional Comprehensive Plan. The review comments of the Committee are advisory only.

3. Review: The Committee shall review the Master Plan for impacts of regional significance, and shall direct any comments in writing to the Manager or Secretary of the municipality submitting the Master Plan.

SECTION XIV: SPECIFIC PLAN REVIEW AND ADOPTION PROCESS

A. The participating municipalities shall have the authority to adopt a Specific Plan.

B. Submittal: Proposed Specific Plans or their amendments shall be submitted to the Committee at least forty-five (45) days prior to the time of the proposed adoption by the submitting municipality to allow sufficient time for review and comment.

C. Consistency Determination: The Committee shall review the Specific Plan or its amendments for general consistency with the Regional Comprehensive Plan, and for impacts of regional significance.

D. Where the Committee has determined that the Specific Plan or its amendment is not in general compliance with the Regional Plan, the Committee shall notify the municipality within five days in writing identifying the inconsistency(ies) and an indication of what change or changes could be made to eliminate the conflict. The review comments of the committee are advisory only.

SECTION XV: MUNICIPAL PLANNING COMMISSIONS

Each of the Phoenixville Region municipalities shall retain their own municipal planning commission. The authority and functions of each planning commission is not modified by this Agreement.

SECTION XVI: MUNICIPAL ZONING HEARING BOARDS

Each municipality shall retain its individual zoning hearing board. The authority and functions of each zoning hearing board is not modified by this Agreement.

SECTION XVII: MUNICIPAL ZONING

A. Each municipality shall retain and administer its own individual zoning code and zoning map. Subject to the requirements for review by the Regional Planning Committee as set forth in Article XI above, any municipality may revise its' zoning map or amend its zoning ordinance.

B. Any proposed zoning text or map amendment that is not generally consistent with the Phoenixville Regional Comprehensive Plan, as determined by the Committee or through the exercise of dispute resolution as set out in Section XIX, may only occur (i) following a corresponding amendment to the Plan consistent with Section XII of this Agreement, or following withdrawal of the municipality as provided in Section VIII.

C. In the case of zoning changes made by a municipality withdrawing from the Regional Planning Committee, any such changes made during the one-year withdrawal waiting period, as provided by Section VIII of the Agreement, shall be made in compliance with this Agreement so as not to invalidate any portion of the Plan.

SECTION XVIII: AMENDMENTS TO THE IMPLEMENTATION AGREEMENT

A. An amendment to this Implementation Agreement may be made only with the unanimous consent of all of the participating municipalities, each of which shall execute the amendment.

B. No amendment to this Implementation Agreement shall be generally inconsistent with the Regional Comprehensive Plan. Any amendment that is not generally consistent with the Regional Comprehensive Plan shall not go into effect until a corresponding amendment to the Plan is made.

C. A true and complete copy of every amendment of this Implementation Agreement shall be provided to the Committee and to each participating municipality within ten (10) days of the full execution thereof or its effective date, whichever is sooner.

SECTION XIX: DISPUTE RESOLUTION

In instances where a dispute arises between two or more municipalities as to the interpretation of the Regional Comprehensive Plan, or over proposed amendments to the Plan, or the adoption of a Specific Plan and/or its amendment(s), the Committee shall mediate said dispute. Dispute resolution by the Committee shall be undertaken only by a non-disputing member or members of the Committee. If there is no non-disputing member of the Committee available or willing to mediate, the services of the Pennsylvania Governor's Center of Local Government Services, or other outside mediation service as the parties may agree shall be engaged to mediate. The engagement of any of the latter shall be by majority vote of all members of the Committee (not just a quorum), including disputing members. In the event mediation does not resolve any such dispute the parties to the dispute are free to pursue their legal remedies. Unless otherwise agreed, costs of mediation shall be shared equally by the disputing parties.

SECTION XX: MISCELLANEOUS

A. Assignment. This Implementation Agreement may not be assigned by any participating municipality. The Committee may delegate or assign its duties but not its responsibilities hereunder in accordance with policies and

procedures adopted by the Committee to consultants, advisors, experts or other persons as determined appropriate by the Committee, including a sub-committee or executive director, if one is employed by the Committee.

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

C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one agreement.

D. Expenses. Each participating municipality shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in carrying out the transactions contemplated by this Agreement to be performed on the part of the participating municipality. All expenses of the Committee shall be subject to Section VI.

E. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

F. Headings. The subject or section headings in this Agreement are included for the convenience of the reader and shall not affect the construction or interpretation of any of its provisions.

G. Enforcement. This Agreement may be enforced against any participating municipality by any other participating municipality in accordance with the provisions of the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 et seq.

H. Effective Date. This agreement shall become effective immediately upon its execution by each of the participating municipalities.

I. Term. This Agreement shall be indefinite in term subject to the right of any member to withdraw under the terms as specified in Section VIII above.

PHOENIXVILLE BOROUGH COUNCIL

BY: _____

, President

ATTEST: _____

, Borough Secretary

BOARD OF SUPERVISORS
CHARLESTOWN TOWNSHIP

BY: _____

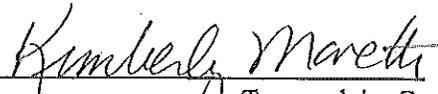
KEVIN R. KUHN, Chairman

ATTEST: _____

LINDA M. CSETZ, Township Secretary

BOARD OF SUPERVISORS
EAST PIKELAND TOWNSHIP

BY: , Chairman

ATTEST: , Township Secretary

BOARD OF SUPERVISORS
EAST VINCENT TOWNSHIP

BY: , Chairman

ATTEST: , Township Secretary

BOARD OF SUPERVISORS
SCHUYLKILL TOWNSHIP

BY: , Chairman
Norman Vint

ATTEST: , Township Secretary
Mary Bild

BOARD OF SUPERVISORS
WEST VINCENT TOWNSHIP

BY: , Chairman

ATTEST: , Township Secretary
Tammy Savelle