ORDINANCE NO. 172-2016
WEST VINCENT TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE AUTHORIZING APPROVAL AND EXECUTION OF THE REVISED PHOENIXVILLE REGION INTERGOVERNMENTAL COOPERATIVE IMPLEMENTATION AGREEMENT FOR REGIONAL PLANNING

WHEREAS, the Board of Supervisors of West Vincent Township has met the procedural requirements of the Second Class Township Code, 53 P.S. § 65101, *et seq.*, for the adoption of the proposed ordinance; and

WHEREAS, by Agreement dated January 15, 2003 (hereinafter referred to as the "Planning Agreement") pursuant to the Intergovernmental Cooperation Act (53 Pa. C.S.A 2301 et seq.) the Borough of Phoenixville and the Townships of Charlestown, East Pikeland, Schuylkill and West Vincent in Chester County, Pennsylvania (hereinafter collectively referred to as the "participating municipalities") determined to engage in certain cooperative planning activities; and,

WHEREAS, as a result of the Planning Agreement, a Phoenixville Regional Comprehensive Plan was prepared; and,

WHEREAS, the participating municipalities entered into an Implementation Agreement and adopted the Phoenixville Regional Comprehensive Plan; and,

WHEREAS, the participating municipalities wish to continue to engage in certain joint and individual actions and activities to support the Phoenixville Regional Comprehensive Plan; and,

WHEREAS, the Township, after due consideration of the proposed ordinance at a duly advertised public hearing, has determined that the health, safety and general welfare of the residents of West Vincent Township will be served by formalizing the terms of the revised Implementation Agreement;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors for West Vincent Township, and it is hereby ordained and enacted, by the authority of the same, pursuant to the "Pennsylvania Intergovernmental Cooperation Act", 53 Pa.C.S.A. 2301 et seq., as follows:

SECTION 1. AGREEMENT ADOPTION.

1. The Phoenixville Region Intergovernmental Cooperative Implementation Agreement for Regional Planning, in the form attached hereto and incorporated fully herein as Exhibit "A", is hereby agreed to by West Vincent Township.

2. The appropriate officials of the Township are authorized and directed to execute and file, on behalf of the Township, the Phoenixville Region Intergovernmental Cooperative Implementation Agreement, attached hereto as Exhibit "A".

3. The appropriate officials of the Township are directed to perform all actions authorized by this Ordinance.

SECTION 2. REPEALER. All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

SECTION 3. REVISIONS. The West Vincent Township Board of Supervisors does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of its Ordinance, including this provision.

SECTION 4. SEVERABILITY. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance is effective five (5) days after adoption.

SECTION 6. FAILURE TO ENFORCE NOT A WAIVER. The failure of West Vincent Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

ORDAINED AND ENACTED by the Board of Supervisors for West Vincent Township, Chester County, Pennsylvania, this 20th day of June, 2016.

ATTEST:

WEST VINCENT TOWNSHIP
BOARD OF SUPERVISORS

_____
Tammy Swavely, Secretary

_____
John Jacobs, Chairman

_____
David Brown, Vice Chairperson

_____
Mike Schneider, Member

EXHIBIT "A"

Phoenixville Region Intergovernmental Cooperative Implementation Agreement

THE PHOENIXVILLE REGION INTERGOVERNMENTAL COOPERATIVE IMPLEMENTATION AGREEMENT FOR REGIONAL PLANNING

For the

Municipalities of:

Charlestown Township

East Pikeland Township

Phoenixville Borough

Schuylkill Township

West Vincent Township

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 sites and communities, attractive neighborhoods and villages, industry, commercial centers, rolling farmlands and abundant natural resources. The Borough of Phoenixville has historically been the commercial center of the Region, with the surrounding Townships, historically agricultural communities, experiencing significant suburban type development in recent decades. 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 recognized designated growth areas and into the older communities, particularly the Borough of Phoenixville, in order to revitalize these older places; maximizing the efficient use of the public infrastructure; and, preserving the Region's historic sites, rural areas and natural resources. Through regional cooperation and planning, the Phoenixville Region intends to:

- Protect the unique historical, cultural, aesthetic, agricultural and natural resources and the quality of life of the Region.

- Promote economic vitality through effective organization and coordination of development, attributes and resources.

- Implement growth management practices to provide for orderly and well-planned new development in the Region.

- Preserve open space, natural resources and agriculture in the Region.

- Develop multi-modal 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 in the Region.

- Maintain and improve recreation options, including the trail system, of the Region.

- Address the specific needs and unique conditions of each municipality in the Region.

SECTION III: GOALS & OBJECTIVES

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

SECTION IV: DEFINITIONS

A. Consistency: Agreement or correspondence between matters being compared, which do not contradict and which denote reasonable, rational or similar connection or relationship.

B. General Consistency; Generally Consistent: That which exhibits consistency. In its applications within the Phoenixville Region when considering municipal comprehensive plans, subdivisions, land developments and ordinances, including zoning, sub-division, environmental, recreation and transportation management, planning or changes, and other matters deemed to have regional impact, generally consistent shall be interpreted as that which conforms to the goals and objectives stated in this Agreement, to the goals, objectives and policies stated in the Phoenixville Regional Comprehensive Plan, and with the regional policies, goals and objectives hereafter adopted by the Committee and its members. Specifically, a

proposed action shall be considered generally consistent with this Agreement, the Regional Comprehensive Plan, and the regional policies, goals and objectives hereafter adopted by the Committee or its members when the plan, regulation, amendment or action:

1. Furthers, complements or at least does not interfere with, the goals and policies contained in this Agreement, the Regional Comprehensive Plan, and the regional policies, goals and objectives hereafter adopted by the Committee or its members;

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 and not contradict the intent of the Plan; and,

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

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

D. Master Plans: Generalized, non-binding, land use plans for targeted areas that are prepared and adopted by a municipality for the purpose of integrating large scale residential and non-residential development in a unified manner.

E. Municipal Comprehensive Plan: A land use and growth management plan prepared by a municipality which establishes broad goals and criteria to use in the preparation of land use, resource protection and zoning regulations and ordinances.

F. Pennsylvania Municipalities Planning Code (the MPC): Act of 1968, P.L.805 No. 247, as reenacted and amended.

G. Phoenixville Region (the Region): The Phoenixville Region is comprised of the municipalities of the Borough of Phoenixville and the Townships of Charlestown, East Pikeland, Schuylkill and West Vincent, which have joined together for the purpose of regional planning in accordance with the provisions of this Agreement.

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

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

J. Specific Plan: A detailed plan for the systematic implementation of the Regional Comprehensive Plan for any nonresidential part of the area covered by the Plan which when approved and adopted by the participating municipalities through ordinances and agreements supersedes all other applications. Specific plans include without limitation open space, preservation and/or recreation plans, conservation, environmental and natural resource plans, multi-modal transportation and trail plans, and economic development plans.

K. Municipal Comprehensive Plans, Subdivision, Land Development and Ordinances of Regional Impact: Any comprehensive plan or amendment, subdivision or land development proposal (whether submitted as a formal application, a sketch plan, or part of a conditional use, special exception or variance application) or zoning, sub-division, environmental management or planning ordinance will be considered a subdivision, land development or ordinance of regional impact if it meets any of the following standards:

1. Developments of Regional Impact (DRI)

	Type of Development	**Threshold for DRI Review**
a.	Office, Retail	Greater than 125,000 gross square feet
b.	Wholesale & Distribution	Greater than 100,000 gross square feet
c.	Hospitals, Health Care and Rehabilitation Centers	Greater than 200 new beds; or generating more than 250 peak hour vehicle trips per day
d.	Residential, Single Family Detached	Greater than 50 lots or units

e.	Residential, Single Family Attached	Greater than 100 lots or units
f.	Residential, Multi-family	Greater than 150 lots or units
g.	Residential, Mixed Unit Types	Generating more than 1,000 vehicle trips per day or more than 45 public school students
h.	Hotels	Greater than 150 rooms
i.	Industrial	Greater than 125,000 gross square feet; or employing more than 300 workers; or covering more than 15 acres
j.	Mixed Use	Total gross square feet greater than 125,000
k.	Attractions & Recreational Facilities	Greater than 500 parking spaces or a seating capacity of more than 1,000
l.	Waste Handling Facilities	New facility or expansion of existing facility by more than 50%
m.	Quarries, Asphalt, and Cement Plants	New facility or expansion of existing facility by more than 50%
n.	Petroleum Storage Facilities, Pipeline, Energy Generation or Distribution Facility	New or reactivated facility, pipelines, or transmission lines; or expansion of existing facility by more than 50%
o.	Public or Private School	New, expanded or relocated facility with a capacity of 200 students or more than 150 parking spaces

2. Policy or Regulatory Changes of Regional Impact

a. Any comprehensive plan or amendment, subdivision or land development proposal (whether submitted as a sketch plan, formal application), conditional use, special exception or variance application, or zoning, sub-division, land development, environmental management or planning ordinance, 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 Committee.

b. Any comprehensive plan or amendment, subdivision or land development proposal (whether submitted as a sketch plan, formal application), conditional use, special exception or variance application, or zoning, sub-division, land development, environmental management or planning ordinance, *submitted by a member and unanimously approved for formal review* by the voting members of the Committee, where the proposal, due to its character, magnitude, or location, will have substantial impact upon the health, safety or welfare of the citizens of the Region; or,

c. Any comprehensive plan or amendment, subdivision or land development proposal (whether submitted as a sketch plan, formal application), conditional use, special exception or variance application, or zoning, sub-division, land development, environmental management or planning ordinance, *submitted by a member and approved for informal review* by the voting members of the Committee, where the proposal, due to its character, magnitude, or location, will have substantial impact upon the health, safety or welfare of the citizens of the Region.

SECTION V: PHOENIXVILLE REGIONAL COMPREHENSIVE PLAN

A. Plan Guidance: 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 Comprehensive Plan and be consistent with its goals and objectives.

B. Plan Adoption: 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 Comprehensive Plan. Any municipality 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 two-year period provided for modifications under section 1104 of the MPC, the Regional Comprehensive Plan shall be the controlling document.

C. Comprehensive Plan Consideration: The participating municipalities agree to consider the principles of the Regional Comprehensive Plan and the regional policies, goals and objectives adopted by the Committee when rendering decisions and making policy.

D. 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 and the regional policies, goals and objectives adopted by the Committee, 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.

E. Consistency Review and Plan Implementation: Each municipality agrees to perform a review of its zoning ordinance; all plan, subdivision and land development, environmental management ordinances; and, any capital improvement plan to determine their general consistency with the Regional Comprehensive Plan. Within sixty (60) days, each municipality agrees to timely perform its obligations regarding the resolution of any lack of general consistency as provided in the MPC and in particular section 1104(b) thereof. *Documentation of final changes made, evidenced by signed ordinance or resolution, municipal approval, approved plans for example, will be provided to the Committee within sixty-five (65) days of making the final change and obtaining approvals.*

SECTION VI: PHOENIXVILLE REGIONAL PLANNING COMMITTEE

A. Membership: 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. A member of the governing body of any municipality who is a member of that municipality's planning commission may, if the municipality so desires, be the planning commission member of the Committee for that municipality. Each municipality shall select an alternate to attend any meeting of the Committee in the event that the regular representatives of the municipality are not available. Each municipality is responsible for ensuring full representation on the Committee and must fill any vacancy in a timely fashion.

B. Officers: Officers shall include a Chairperson, Vice-Chairperson, and Secretary. The positions of Chairperson and Vice-Chairperson shall be held by individuals representing different municipalities.

C. Terms of Office: All Officers shall be elected at the January meeting of the Committee, or in lieu of said meeting, at the first convened meeting of the calendar year, and shall serve a one-year term. Officers may, if so elected, succeed themselves for additional one-year terms. In electing officers a member may vote for himself/herself.

D. Meetings: Regular meetings will be held monthly at a mutually agreed place, date and time. A majority at a meeting may change the timing or location of any meeting. If there is no business to be considered, the Chairman may cancel a meeting with two (2) business days prior notice to the Committee representatives 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.

E. Quorum: A quorum shall be considered achieved when there are three (3) voting members present, each representing a separate municipality.

F. Voting Rights: Although each municipality shall have two (2) representatives on the Committee, each municipality shall have only one (1) vote, which shall be cast by the designated governing body member, with a proxy vote available to be cast in the absence of the regular voting member, by the planning commission member or in the absence of both regular representatives, by the alternate member designated by the municipality. By written notification, the governing body may designate the planning commission member to be the voting member.

G. Voting: 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.

H. Annual Report: To the extent required by the MPC, an Annual Report shall be prepared.

I. Administration and Expenditure of Funds: Funds shall be administered as follows.

1. Individual municipalities shall 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 and work plan for the forthcoming year.

3. All participating municipalities shall approve the annual budget before funds may be disbursed. Thereafter, proposed expenditures or appropriations shall be approved by a majority of participating municipalities' governing bodies.

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 may consider from time to time providing financial or other assistance to defend the Regional Comprehensive Plan, to address specific plans or amendments inconsistent with the Regional Comprehensive Plan, or to support goals, policies and concerns recognized by the Committee as having regional impact.

A. Administration: A Treasurer appointed by the Committee shall be responsible for the administration of a regional legal defense fund and will provide quarterly reports.

B. Expenditures: Member municipalities shall submit written requests for assistance from the Committee and for the use of the regional legal defense fund to the Chairperson of the Committee, detailing the purpose of the assistance and an itemized list of projected expenses.

C. Committee Approval: The Chairperson will distribute the request to the members of the Committee for consideration at their next meeting. A request for assistance from the regional legal defense fund shall be approved by unanimous consent of the member governing bodies. If a request has been on the Committee's agenda for two consecutive months without full response from the member governing bodies, then the request may be approved by unanimous consent of a quorum of the voting Committee members.

D. Request Approval: In considering a request for assistance from the regional legal defense fund, the members of the Committee may do one of the following: (1) Approve assistance not to exceed a specified amount; (2) Request additional information about the request before it is considered further; or, (3) Deny the request and provide the requesting municipality with a written explanation for the denial.

SECTION VIII: CHANGES IN MEMBERSHIP

A. Withdrawal: A municipality may withdraw from the Committee consistent with the following sequential process:

1. Written notice shall be provided to the Committee and each participating municipality regarding the intention to withdraw;

2. The withdrawing municipality shall hold 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 shall pass a resolution authorizing the withdrawal; and,

4. The withdrawal shall be effective one year from the adoption of the resolution authorizing the withdrawal; except however, said withdrawal does not relieve the withdrawing municipality of its' financial obligations set forth below in sub-sections 6. 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 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, 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, and for any unbudgeted items that constitute usual and normal expenses during the one-year waiting period. In addition, any withdrawing municipality shall be responsible to pay the costs of the preparation and passage of any Plan and/or Implementation Agreement Amendment needed as a result of their planned withdrawal.

B. Expansion: A new municipality may enter into this Agreement and join the Committee through a unanimous vote of the then participating municipalities, in accordance with the following sequential process:

1. Written notice shall be provided to the Committee and each participating municipality regarding an interest to enter into this Agreement and join the Committee;

2. The requesting municipality shall hold a public hearing, pursuant to public notice, to solicit comment regarding its desire to enter into this Agreement and join the Committee;

3. The governing body of the municipality, with the assistance of its planning commission, the Chester County Planning Commission and the Committee, shall develop a draft comprehensive plan or amend an existing comprehensive plan, containing the elements set forth in Section 1103 of the MPC, which is consistent with and advances the goals of the Regional Comprehensive Plan; and,

4. The requesting municipality and all member municipalities shall, by ordinance

and in compliance with the provisions of Sections 301 and 302 of the MPC, adopt the amended Regional Comprehensive Plan and authorize entry into the Implementation Agreement.

5. Adoption of the amended Regional Comprehensive Plan by unanimous vote of the members of the Committee is a precondition for membership of the new municipality.

6. The new member municipality shall be responsible for its share of the cost of preparing an amendment to the Regional Comprehensive Plan and Implementation Agreement.

SECTION IX: MUNICIPAL COMPREHENSIVE PLAN REVIEW PROCESS

Except as provided below, no comprehensive plan, text or map, or subsequent amendment thereof affecting a change in regional goals, policies and standards shall be adopted by a municipality until the Committee has advised the municipality that the proposal is generally consistent with the stated goals, objectives, and policies of the Regional Comprehensive Plan.

A. Submittal: All proposed comprehensive plans and any plan, text or map amendment or supplement changing, affecting or regulating use, residential density, non-residential intensity, environmental management, or historic, aesthetic, cultural, recreational or natural resource protection shall be sent to the Committee for review and comment. Amendments that do not affect regional goals, policies and standards are not required to be submitted.

B. General Consistency Determination and Review: Following the submission of any proposed comprehensive plan, text or map amendment or adoption, 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.

C. Where the Committee has determined the proposed comprehensive plan, text or map amendment or adoption 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 ten (10) business days of the determination by the Committee so that the municipality may proceed with adoption of the proposed plan, text or map amendment.

D. 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 plan, text or map change or amendment for distribution to the appropriate Boards and Commissions, consistent with the municipality's review process.

E. Where the Committee has determined the proposed comprehensive plan, text 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 ten (10) business days of the determination by the Committee. The notice shall be in writing and include a statement of the identified inconsistencies and an indication of what changes could be made to the proposal to eliminate the conflict.

F. Upon receipt of notification that the proposal is not consistent, the municipality submitting the proposal shall (i) modify the proposed comprehensive plan, text or map amendment to eliminate the inconsistencies and resubmit the proposal under the procedure set forth in this Section, or (ii) it shall initiate a request to amend the Regional Comprehensive Plan in accordance with Section XII, or (iii) it shall submit a request for dispute resolution as provided for in this Agreement. Alternatively, the municipality shall notify the Committee that the comprehensive plan, text or map amendment has been withdrawn from consideration.

G. 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 MPC, noncompliance with any requirement of this Agreement shall not be a basis for invalidating any ordinance, ordinance amendment or plan decision.

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

SECTION X: MUNICIPAL MASTER PLAN REVIEW PROCESS

All proposed municipal master plans or plan changes shall be sent to the Committee for review and comment in compliance with the following process:

A. Master Plans: All proposed municipal Master Plans, revisions or amendments shall be submitted to the Committee for review and comment.

B. Initial Consideration Review: The municipality shall submit the proposed Master Plan, revision or amendment to the Committee within *thirty (30) days of initial submission to the municipal planning commission.* The municipality shall notify the Committee in advance of its next scheduled meeting of its desire to have the Committee issue an *initial consideration of its consistency.*

C. Submittal: Proposed Master Plan, revision or amendment 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.

D. Impact Review: The Committee shall review the submission for impacts of regional significance and shall direct any comments in writing to the submitting municipality.

E. Consistency Determination: The Committee shall review the submission for general consistency with the Regional Comprehensive Plan. The review comments are advisory only.

SECTION XI: MUNICIPAL SPECIFIC PLAN REVIEW PROCESS

All proposed municipal specific plans or plan changes shall be sent to the Committee for review and comment in compliance with the following process:

A. The participating municipalities shall have the authority to adopt a municipal Specific Plan for the systematic implementation of the Regional Comprehensive Plan for any non-residential area covered by the Regional Comprehensive Plan. Such specific plan shall include a text and a diagram or diagrams and implementing ordinances which specify all of the following in detail:

1. The distribution, location, extent of area and standards for land uses and facilities, including design of sewage, water, drainage and other essential facilities needed to support the land uses.

2. The location, classification and design of all transportation facilities, including, but not limited to, streets and roads needed to serve the land uses described in the specific plan.

3. Standards for population density, land coverage, building intensity and supporting services, including utilities.

4. Standards for the preservation, conservation, development and use of natural resources, including the protection of significant open spaces, resource lands and agricultural lands within or adjacent to the area covered by the specific plan.

5. A program of implementation including regulations, financing of the capital improvements and provisions for repealing or amending the specific plan. Regulations may include zoning, storm water, subdivision and land development, highway access and any other provisions for which municipalities are authorized by law to enact. The regulations may be amended into the county or municipal ordinances or adopted as separate ordinances. If enacted as separate ordinances for the area covered by the specific plan, the ordinances shall repeal and replace any county or municipal ordinances in effect

within the area covered by the specific plan and ordinances shall conform to the provisions of the specific plan.

B. No capital project by any municipal authority or municipality shall be approved or undertaken, and no final plan, development plan or plat for any subdivision or development of land shall be approved unless such projects, plans or plats are consistent with the adopted specific plan.

C. Initial Consideration Review: The municipality shall submit proposed Specific Plans or amendments to the Committee within *thirty (30) days of initial application.* The municipality shall notify the Committee in advance of its next schedule meeting of its desire to have the Committee issue an *initial consideration of its consistency.*

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

E. Consistency Review: The Committee shall review the submission for general consistency with the Regional Comprehensive Plan, and for impacts of regional significance. No submission may be adopted that is generally inconsistent with the Regional Comprehensive Plan.

F. Inconsistency Determination: Where the Committee has determined that the submission is not in general compliance with the Regional Comprehensive Plan, the Committee shall notify the municipality within ten (10) days in writing identifying the inconsistencies and indicating what changes can be made to eliminate the conflict.

G. Final Municipal Action or Approval: When the Committee has determined that the submission is inconsistent and has so notified the municipality, within thirty (30) days of any final action, the municipality shall provide the Committee a copy of the plan or amendment as approved or notify the Committee that the plan or amendment has been withdrawn from consideration. If a consistent plan or amendment has been significantly altered or amended after Committee review, within thirty (30) days of any final action, the municipality shall provide the Committee a copy of the plan or amendment as approved.

SECTION XII: MUNICIPAL LAND USE CONSISTENCY

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

B. 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 will require an amendment to Regional Comprehensive Plan.

C. Future Land Use Plan: Implementation of the Future Land Use Plan of the Regional Comprehensive Plan shall be achieved via local zoning ordinances and local comprehensive plans.

D. Existing Uses: Municipalities may not eliminate a use they agreed to retain within the municipal zoning ordinance, unless a consistent alternative accommodation is made. This includes by-right uses, conditional uses and uses by special exceptions.

E. Existing Districts: Municipalities may amend a use in an existing zoning district which the municipality has agreed to retain or create new zoning districts, but the existing zoning district must continue to permit the use as a by-right use, including conditional use and use by special exceptions.

SECTION XIII: MUNICIPAL ZONING, LAND DEVELOPMENT, SUBDIVISION, and REGIONAL IMPACT ORDINANCES REVIEW PROCESS

Each municipality shall retain and administer its own individual zoning code, zoning map, land development, subdivision and such other ordinances. Any proposed ordinance or amendment having a regional impact or affecting regional goals, policies, standards and objectives shall be reviewed by the Committee for consistency with the Regional Comprehensive Plan. Subject to the requirements for review by the Committee as to whether the proposed amendments are generally consistent with the stated goals, objectives, and policies of the Regional Comprehensive Plan, any municipality may amend or revise its codes, maps and ordinances.

A. Review: All proposed ordinances or amendments affecting a change on standards affecting or regulating use, residential density, non-residential intensity, environmental management, or historic, aesthetic, cultural, recreational or natural resource protection shall be sent to the Committee for review and comment. Amendments that do not affect regional goals, policies and standards are not required to be submitted.

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

C. General Consistency Determination and Review: Following the submission of any proposed ordinance or 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.

D. Where the Committee has determined the proposed ordinance or 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 ten (10) business days of the determination by the Committee so that the municipality may proceed with adoption of the proposed ordinance or map amendment.

E. 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 or amendment for distribution to the appropriate Boards and Commissions, consistent with the municipality's review process.

F. Where the Committee has determined the proposed ordinance or 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 ten (10) business days of the determination by the Committee. The notice shall be in writing and include a statement of the identified inconsistencies and an indication of what changes could be made to the proposal to eliminate the conflict.

G. Upon receipt of notification, the municipality submitting the proposal shall (i) modify the proposed ordinance or amendment to eliminate the inconsistencies and resubmit the proposal under the procedure set forth in this Section, or (ii) initiate a request to amend the Regional Comprehensive Plan in accordance with Section XV, or (iii) submit a request for dispute resolution as provided for in Section XVII. When the Committee has determined that the proposal is not consistent and has so notified the municipality, the municipality shall provide the Committee a copy of the approved ordinance or amendment or shall notify the Committee that the ordinance or amendment has been withdrawn from consideration.

H. Any proposed ordinance or amendment that is not generally consistent with the Regional Comprehensive Plan, as determined by the Committee or through the exercise of dispute resolution set out in Section XIX, may only be adopted following a corresponding amendment to the Regional Comprehensive Plan or the withdrawal of the municipality as provided in Section VIII.

I. To the extent any of the procedural requirements of this Agreement relating to

ordinance adoption or amendment are not specifically required by the MPC, noncompliance with any requirement of this Agreement shall not be a basis for invalidating any ordinance, ordinance amendment or plan decision.

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

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

SECTION XIV: SUBDIVISION AND LAND DEVELOPMENT REVIEW PROCESS

All proposals for a subdivision or land development of regional impact shall be brought before the Committee for review and comment as to consistency with the Regional Comprehensive Plan.

A. Submittal and Review Process: The municipality where the application/development is located shall direct the applicant/developer to forward to the Committee for review and comment *preliminary, and when applicable, final* plans, applications or proposals, and all professional reviews associated with said plans that are to be reviewed by the Committee.

1. All preliminary, and when applicable final, 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 MPC. 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. If the proposal has been substantially revised, the Committee may request the opportunity to review the revised plan, underlying studies or professional reviews. 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 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. Except as otherwise provided in the MPC, 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 MPC.

SECTION XV: REGIONAL COMPREHENSIVE PLAN REVIEW & UPDATE PROCESS

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 Regional Comprehensive Plan, consistent with the following:

A. *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 MPC, and shall update the Regional Comprehensive Plan as the results of such review may indicate.

B. *Requests for Regional 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:

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

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

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

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

b. Hold at least one public meeting for comment on the proposed amendment.

4. 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 (the "Sunshine Law").

C. Once the above requirements have been satisfied and upon majority vote, the proposed Comprehensive Plan amendment shall be forwarded to the governing body of each participating municipality for consideration, along with all comments submitted by the county, contiguous municipalities, and the local school district(s).

D. At a minimum, the governing bodies of each participating municipality shall hold an annual public hearing, pursuant to Section 302 of the MPC, to consider all Comprehensive Plan amendments prepared by the Committee, should any be pending. Municipalities may also consider Comprehensive Plan amendments within ninety (90) days of the date they are received.

E. 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 MPC.

F. Should any participating municipality deny approval of the proposed Comprehensive Plan amendment, the Committee may exercise dispute resolution as identified in Section XVII, for at least ninety (90) 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.

G. Any proposed amendment to the Plan is effective when it is unanimously

approved by resolution by all participating municipalities pursuant to the Comprehensive Plan Amendment requirements of the MPC.

SECTION XVI: AMENDMENTS TO THE IMPLEMENTATION AGREEMENT

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

B. No amendment to this 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 Regional Comprehensive Plan is made.

C. A true and complete copy of every amendment of this 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 XVII: DISPUTE RESOLUTION

In instances where a dispute arises between two or more municipalities or between a municipality and the Committee as to the interpretation of the Regional Comprehensive Plan, proposed amendments to the Regional Comprehensive Plan, the adoption of a Specific Plan and/or its amendment(s), or the decision set forth in a consistency review, 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 Chester County Planning Commission, 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 XVIII: MUNICIPAL PLANNING COMMISSIONS

Each of the Phoenixville Region municipalities shall retain their own municipal planning commission. This Agreement does not modify the authority and functions of said planning commissions.

SECTION XIX: 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 XX: MISCELLANEOUS

A. Assignment. This Agreement, its duties, and responsibilities may not be assigned by any participating municipality. The Committee may delegate or assign its duties, but not its responsibilities, 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 or of this Agreement.

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 for the benefit of or 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 and jurisdiction is solely in Chester County.

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

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

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

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