



Borough of Phoenixville  
 351 Bridge Street - 2nd Floor  
 Phoenixville, PA 19460  
 Phone (610) 933-8801  
[www.phoenixville.org](http://www.phoenixville.org)

Application Fee:	_____
Escrow Deposit:	_____
Plan Number:	_____
Escrow Number:	_____
Total Remitted:	_____

### Subdivision and Land Development Application

**Project Information:**

Project Name: Starr Street Shopping Center Expansion  
 Tax Parcel Number(s): 15-14-02790100  
 Legal Owner Name: Starr Street Partners, LLC  
 Mailing Address: Post Office Box 611 Devon, PA 19333  
 Phone: 60-476-2981 Email: kurtwolter@gmail.com

**Applicant Information:**

Name: Starr Street Partners, LLC  
 Mailing Address: Post office Box 611 Devon, PA 19333  
 Phone: 610-476-2981 Email: kurtwolter@gmail.com

**Applicant Type:** *(Please see signatures section regarding required documents)*

- |                                           |                                             |                                            |                                                 |
|-------------------------------------------|---------------------------------------------|--------------------------------------------|-------------------------------------------------|
| <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> Architect/Engineer | <input type="checkbox"/> Corporate Officer | <input type="checkbox"/> Owner's Representative |
| <input type="checkbox"/> Attorney         | <input type="checkbox"/> Business Operator  | <input type="checkbox"/> Equitable Owner   |                                                 |

**Project Engineer:**

Company/Contact: E.B. Walsh & Associates Adam Brower  
 Mailing Address: 855 Springdale Drive Suite 202 Exton, PA 19341  
 Phone: 610-903-0031 Email: Abrower@ebwalshinc.com

**Project Surveyor:**

Company/Contact: SAME- E.B.Walsh & Associates  
 Mailing Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Project Attorney:**

Company/Contact: The Granger Firm David Scaggs  
 Mailing Address: 1800 East Lancaster Avenue Paoli, PA 19301  
 Phone: 610-640-7500 Email: david.scaggs@thegrangerfirm.com

**Submission Type:** *(please check ALL that apply in each column)*

- |                                                      |                                                 |                                            |                                                  |
|------------------------------------------------------|-------------------------------------------------|--------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Minor Subdivision           | <input checked="" type="checkbox"/> Sketch Plan | <input type="checkbox"/> Lot Consolidation | <input checked="" type="checkbox"/> New Proposal |
| <input type="checkbox"/> Major Subdivision           | <input type="checkbox"/> Preliminary Plan       | <input type="checkbox"/> Lot Line Change   | <input type="checkbox"/> Revised Submission      |
| <input checked="" type="checkbox"/> Land Development | <input type="checkbox"/> Preliminary/Final Plan |                                            |                                                  |
|                                                      | <input type="checkbox"/> Final Plan             |                                            |                                                  |

**Land Use Proposed:**

- Residential
- Commercial
- Industrial
- Institutional
- Other

**Number of Units:**

1 structure, 8,999 SF

**Intended Uses:**

Retail stores

Existing Zoning:

CD Corridor Development

Total Tract Area:

3.76 acres

Proposed Zoning Change:

NA

Proposed Density:

**Narrative Project Description** ("see attached plan is insufficient)

Proposing to build a 8,999 SF building on the grass pad fronting on Starr Street

On August 9, 2011, Phoenixville Borough Council adopted the "Neighborhood Blight Protections and Enforcement" Ordinance 2180, that enables Borough Staff to deny any permit or governmental approval application if the owner of said property, on that or any other property owned in the Commonwealth, (1) has Tax and/or Municipal Services delinquencies on account of the actions of the Owner; or (2) has a Serious Violation with having no corrective, Substantial Steps in place. A printed copy of this ordinance is available upon request at the Borough Code Enforcement Department.

*All applications shall include true and correct copies of the property deed(s).*

*I hereby certify that the proposed application and subsequent actions or uses are authorized by the owner. As the owner or authorized representative, I agree to conform to all applicable laws of the jurisdiction. Construction shall comply with all Borough Codes and the most current ICC Building Codes as adopted by the Commonwealth of Pennsylvania. I have examined this application, its requirements and to my knowledge and belief, it is a true, correct and complete application.*

Applicant Printed Name: Starr Street Partneres, LLC

Applicant Signature:

*by [Signature]*

Date: 2-2-2023

Owner Printed Name: Starr Street Partners, LLC

Owner Signature:

by Kurt Wolter, Partner

*[Signature]*

Date: 2-2-2023

*In lieu of an owner's signature, an Agreement of Sale and documentation evidencing equitable ownership shall be attached to the application, acknowledging the owner's understanding of the applicant's intent to subdivide or develop the property.*



# The Borough of Phoenixville

Chester County, Pennsylvania  
Borough Hall, 351 Bridge Street, Phoenixville, PA 19460  
Phone: (610) 933-8801 www.phoenixville.org

## Consultant Fee Reimbursement Contract

THIS CONTRACT is made this 2nd day of 2-2023 Starr Street Partners LLC, by (the "Applicant"), whose mailing address is:

Post Office Box 611 Devon, Pa. 19333

WHEREAS, the Applicant is the legal or equitable owner of certain real estate bearing Chester County Tax Map Parcel No. 15-14-279.1, located at address:  
785 Starr Street Phoenixville Pa.

Phoenixville Borough (hereinafter referred to as the "Site"); and

WHEREAS, the Property Owner has presented to Phoenixville Borough (the "Borough") plans for grading, subdivision, land development, zoning or other building development of the Site (hereinafter referred to as the "Project"); and

WHEREAS, the Property Owner has requested and/or requires the Borough's approval for the Project and/or review of the Applicant's plans and proposals concerning the Project, and the Borough is willing to authorize its Consultants to review said plans and proposals concerning the Project upon execution of this Contract.

NOW, THEREFORE, the Applicant agrees as follows:

1. The Applicant acknowledges that the Borough will incur costs and fees relating to the review of the Project by the Consultants, and the Applicant agrees to pay and/or reimburse the Borough for such costs in accordance with this Contract. The Property Owner has received, read, and understands the Borough's Consultant Fee Reimbursement Policy and Procedures, which are incorporated into this Contract by reference.
2. The Applicant shall pay the Borough's Consultants' costs and fees for the following: (a) review of any and all plans, proposals, studies or other correspondence relating to the Project; (b) attendance at any and all meetings relating to the Project; (c) preparation of any documents related to the Project, including, but not limited to: studies, reports, engineered plans, surveys, appraisals, agreements, deeds, declarations, easements, other legal documents or other correspondence; and (d) monitoring, testing, and inspecting of the work conducted by the Applicant and/or its agents, contractors, representatives or employees in conjunction with the Project. It is understood by executing this Contract that the Applicant specifically accepts the fee

schedules currently in effect and the fee schedules for Consultants that may come in effect during the duration of the Project.

3. The Applicant further agrees that all fees or costs arising out of this Contract shall be fully paid prior to the issuance of any permit or approval for Project. The Applicant agrees and acknowledges that no permit, occupancy issuance or recordable plans shall be released by the Borough until all outstanding Consultant fees and costs are paid to the Borough, provided that the Applicant is not otherwise in default under this Contract.
4. The Applicant may at any time terminate all future obligations under this Contract by giving written notice to the Borough that it does not desire to proceed with the Project. Upon receipt of such written notice by the Borough, the Applicant shall only be liable to the Borough for the Borough's and its Consultants' expenses, costs, charges, and fees incurred prior to the receipt of the written notice. Applicant acknowledges and agrees that invoices for services performed on all dates prior to the date of receipt of the termination notice by the Borough shall remain the responsibility of the Applicant regardless of the date of the mailing of such invoice to the Borough or the Applicant.
5. The Applicant and the Borough agree that the Borough shall have the rights and privilege to sue the Property Owner in assumpsit for reimbursement, to lien the Site or both, in its sole discretion, for any expense incurred by the Borough's Consultants for the Project in excess of the then current balance of the established escrow with the Borough. The Borough's election of remedies under this paragraph shall not constitute a waiver of any other remedies the Borough may have at law or in equity.
6. This Contract shall be binding on and inure to the benefit of the successors and assigns of the Property Owner. An Applicant that is also the Property Owner shall provide the Borough with at least thirty (30) calendar days advance written notice of any proposed assignment of the Property Owner's rights and responsibilities under this Contract.
7. This Contract shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and all actions shall be brought in the Court of Common Pleas for Chester County.
8. If any provision of this Contract is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional or void and the remainder of this Contract shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

**PHOENIXVILLE BOROUGH:**

\_\_\_\_\_  
E. Jean Krack  
Borough Secretary

\_\_\_\_\_  
Jonathan M. Ewald  
Council President

**APPLICANT/OWNER/DEVELOPER(S):**

  
\_\_\_\_\_  
(Signature)

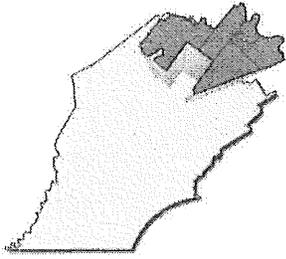
Kurt Wolter  
\_\_\_\_\_  
(Printed Name)

Partner  
\_\_\_\_\_  
(Printed Title)

  
\_\_\_\_\_  
(Signature)

Kurt Wolter  
\_\_\_\_\_  
(Printed Name)

Partner  
\_\_\_\_\_  
(Printed Title)



**PHOENIXVILLE REGIONAL PLANNING COMMITTEE**  
 Phoenixville Borough, Charlestown Township, East Pikeland Township, Schuylkill Township, West Vincent Township

**Reimbursement Agreement**

I (We) agree to reimburse the Borough of Phoenixville for all fees and expenses according to the standards set forth in the Phoenixville Professional Services Reimbursement Agreement, that the Borough may incur from the Phoenixville Regional Planning Committee in accordance with the terms and conditions of The Phoenixville Region Intergovernmental Cooperative Implementation Agreement for Regional Planning. [Section IV (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 an application 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 than 300 parking spaces

13. Any other development types not identified above (includes parking facilities)

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



Owner Signature

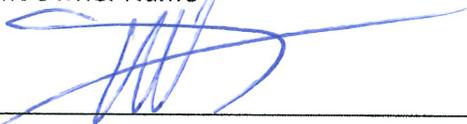
2-2-23

Date

Kurt Wolter

Print Owner Name

Starr Street Shopping Center Expansion



Applicant Signature

2-2-23

Date

Kurt Wolter

Print Applicant Name

Starr Street Partners, LLC

BOTH THE OWNER AND APPLICANT SIGNATURE IS REQUIRED IF DIFFERENT



# The Borough of Phoenixville

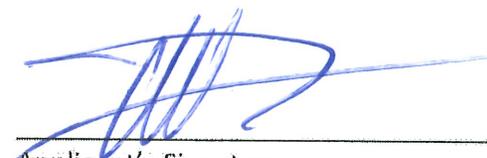
Chester County, Pennsylvania  
Borough Hall, 351 Bridge Street, Phoenixville, PA 19460  
Phone: (610) 933-8801      www.phoenixville.org

## OPTIONAL WAIVER OF NINETY (90) DAY MAXIMUM REVIEW TIME

*It is common for large or particularly complex Land Development Plans to not complete the approval process in the ninety (90) days allotted by the Municipalities Planning Code (MPC).*

*Acknowledging this, such an initial extension of time would benefit both an applicant as well as the Borough wherein an initial coordination of or possible continual extensions would not be required to be administered.*

I/We hereby waive the right to a decision within ninety (90) days on the Plan described as Land Development Plan for Phoenixville Shopping Center filed for review with the Borough of Phoenixville on 2-6-23 and grant and additional 90 days for the purpose of permitting coordination of Chester County and Phoenixville Borough Planning Commission recommendations and review by Phoenixville Borough Council. Based upon this Waiver, the latest a decision could be made on this Plan would be Starr Street Shopping Center Expansion.

  
\_\_\_\_\_  
Applicant's Signature

Kurt Wolter  
\_\_\_\_\_  
Applicant's Name Printed

2-2-23  
\_\_\_\_\_  
Date