



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: Bridge Street Residential - East

Tax Parcel Number(s): 15-9-173 & 15-9-260

Legal Owner Name: Thomas A. Clark, Jr.

Mailing Address: 1306 Black Walnut Dr., Phoenixville, PA 19460

Phone: 484-614-1999 Email: skipcl1@gmail.com

### Applicant Information:

Name: Thomas A. Clark, Jr.

Mailing Address: 1306 Black Walnut Dr., Phoenixville, PA 19460

Phone: 484-614-1999 Email: skipcl1@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: Barry Isett and Associates, Inc. (Paul Schmoll, PE)

Mailing Address: 1003 Egypt Road, Phoenixville, PA 19460

Phone: 610-935-2175 Email: pschmoll@barryisett.com

### Project Surveyor:

Company/Contact: Same as Engineer

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Attorney:

Company/Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Minor Subdivision           | <input 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 checked="" type="checkbox"/> Preliminary/Final Plan |  |  |
|  | <input type="checkbox"/> Final Plan                        |  |  |

**Land Use Proposed:**

- Residential
- Commercial
- Industrial
- Institutional
- Other

Existing Zoning: \_\_\_\_\_  
 Proposed Zoning Change: \_\_\_\_\_

**Number of Units:**

32  
 7,600 SF  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 15-9-173  
 N/A

**Intended Uses:**

1 & 2 BEDROOM APARTMENTS  
 COMMERCIAL/RETAIL  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Total Tract Area: 23,307 SF  
 Proposed Density: \_\_\_\_\_

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

This project proposes to demolish the existing parking lot and replace it with a mixed use, commercial/residential building with on-site parking including widening part of Prospect Street to provide two traffic.

**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: Thomas A Clark Jr  
 Applicant Signature: [Signature] Date: 6/2/2020  
 Owner Printed Name: Thomas A. Clark Jr  
 Owner Signature: [Signature] Date: 6/2/2020

*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](http://www.phoenixville.org)

## Professional Services Reimbursement Policy and Procedure

### Policy:

It is the policy of Phoenixville Borough ("Borough") to appoint private consultants ("Consultants") to assist Borough Staff ("Staff") from time to time. These Consultants are hired to augment the Staff's capabilities with professional expertise in specific disciplines necessary to help promote the public health, safety, and general welfare of the Borough and its residents. The Borough engages its Consultants on projects that benefit either the community as a whole or the individual property owner. For those projects that benefit the individual applicant/property owner, it is the policy of the Borough to impose reasonable fees on the individual property owner to cover project specific costs. Furthermore, it is the Borough's policy to require the individual applicant/property owner to fully reimburse the Borough on a monthly basis for its Consultants' time and materials necessary to ensure that those projects benefiting the individual property owner comply with the Borough's code of ordinances.

### Procedure:

1. The Applicant is required to submit a completed and notarized Phoenixville Borough Consultant Fee Reimbursement Contract ("Contract") and any necessary application forms required for their project to the Borough offices attention to the Planning Director along with the required application fees and escrow deposit. Applications will not be deemed complete or processed without the submission of a completed and notarized Contract and the requisite fees and escrow. A copy of the Contract is attached as Exhibit "A".
2. The Staff will forward the submitted materials to the Planning Director or designee, for review. If the application is deemed complete, the Planning Director or designee will authorize the Consultants to begin work and direct the Finance Staff to establish an escrow account for the project. Prior to circulation of the application for review by the Staff and/or Consultants, a copy will be placed in the project file with the application. The Planning Director will supply the applicant with an Application Acceptance Memo which will act as a receipt for the funds.
3. Each Consultant shall establish a separate project number for the purpose of invoicing. Consultant invoices shall be submitted monthly to the Borough Manager and include charges itemized by date and time, identifying the person performing the work, and sufficient detail on the work performed to support the billing.
4. The Borough Manager or designee will review the invoice(s) and direct any questions regarding the invoice to the Consultant. Once the review of the invoice is completed, the invoice will be forwarded to the Finance Staff for consideration of payment with supporting Purchase Requisition/Purchase Order process.
5. Finance Staff will mail a Borough invoice to the Applicant identifying a reimbursement deadline of fifteen (15) calendar days from the date of the invoice and advising that non-payment will delay the processing applications and/or issuance of permits/approvals. If there is any dispute by the Applicant with regard to a Consultant invoice, such disputes shall be handled as provided for in the Municipalities Planning Code.

6. Should the Applicant fail to return associated reimbursement by the date specified on the Borough invoice, and the original escrow amount becomes depleted, the Planning Director may issue a letter advising the Applicant that the Consultants' reviews for the Project, in lieu of an official written dispute, are suspended until the Applicant meets his/her financial obligations under the agreement.

7. Borough approvals and permits will not be issued until all outstanding invoice(s) are paid in full.

**Exhibit A**  
**Consultant Fee Reimbursement Contract**



# 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by (the "Applicant"), whose mailing address is:  
1306 Black Walnut Drive, Phoenixville, PA 19460 \_\_\_\_\_.

WHEREAS, the Applicant is the legal or equitable owner of certain real estate bearing Chester County Tax Map Parcel No. 15-9-173 & 15-9-260, located at address:  
368 Bridge Street

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)

Thomas A. Clark Jr.  
(Printed Name)

Owner  
(Printed Title)

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

\_\_\_\_\_  
(Printed Name)

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

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA :**

**SS.**

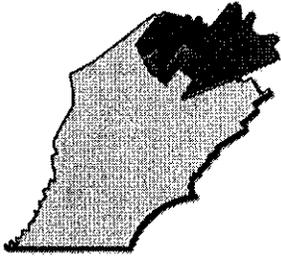
**COUNTY OF**

**:**

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Bridge Street Residential - East, a Pennsylvania \_\_\_\_\_, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

**WITNESS** my hand and official seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public



**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 General 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

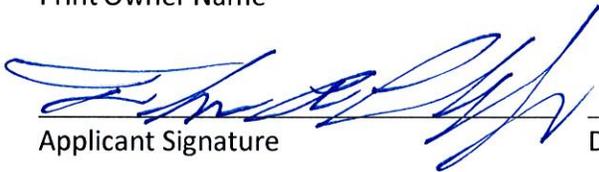


Owner Signature

Date

Bridge Street Residential - East

Print Owner Name



Applicant Signature

Date

Thomas A. Clark, Jr.

Print Applicant Name

BOTH THE OWNER AND APPLICANT SIGNATURE IS REQUIRED IF DIFFERENT

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

SS.

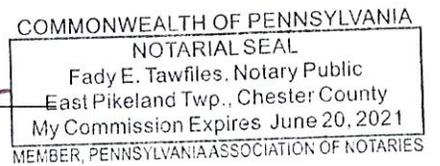
COUNTY OF

:

On this 27 day of MAY, 2020, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared THOMAS A CLARK JR, who acknowledged himself to be, the OWNER of Bridge Street Residential - East, a Pennsylvania Resident, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Fady E. Tawfiles  
Notary Public





# 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 Bridge Street Residential - East filed for review with the Borough of Phoenixville on \_\_\_\_\_ and grant and additional \_\_\_\_\_ 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 Bridge Street Residential - East.

Applicant's Signature

Thomas A. Clark Jr

Applicant's Name Printed

5/27/20

Date

Return to: Chester County Planning Commission  
 601 Westtown Road-Suite 270  
 P.O. Box 2747  
 West Chester, PA 19380-0990



# Act 247 County Referral

<p><b>To:</b> Chester County Planning Commission</p> <p><b>Subject:</b> Request for review of a subdivision, land development proposal, ordinances, or comprehensive plans pursuant to the Pennsylvania Municipalities Planning Code, Act 247. This application must be completed by the applicant, and submitted by the municipality to the above address, along with one (1) complete set of plans and accompanying documents and the required fee for review (see reverse side)</p>	<p align="center"><b>TO BE COMPLETED BY THE MUNICIPALITY</b></p> <p>From: (Municipality) _____</p> <p>Date: _____</p> <p>Official's Name: _____</p> <p>Position: _____</p> <p>Official's signature: _____</p> <p align="center"><small>Applications with ORIGINAL signatures must be submitted to CCPC.</small></p>
--	---

**TO BE COMPLETED BY THE APPLICANT**

Development name (if applicable): <u>Bridge Street Residential - East</u>	Location: <u>368 Bridge Street</u>
Owner's name: <u>Thomas A. Clark, Jr.</u>	Phone #: <u>484-614-1999</u>
Owner's address: <u>1306 Black Walnut Drive, Phoenixville, PA 19460</u>	
Applicant's name: <u>Thomas A. Clark, Jr.</u>	Phone #: <u>484-614-1999</u>
Applicant's address: <u>1306 Black Walnut Drive, Phoenixville, PA 19460</u>	
Architect/Engineer/Surveyor name: <u>Barry Isett &amp; Associates</u>	Phone #: <u>484-928-8126</u>

<p><b>TYPE OF REVIEW REQUESTED</b> (Check all appropriate boxes)</p> <p><input type="checkbox"/> Unofficial sketch plan (no fee)</p> <p><input type="checkbox"/> Subdivision plan</p> <p><input checked="" type="checkbox"/> Land development plan</p> <p><input type="checkbox"/> Planned residential development</p> <p><input type="checkbox"/> Zoning ordinance (no fee)</p> <p><input type="checkbox"/> Curative amendment (no fee)</p> <p><input type="checkbox"/> Subdivision ordinance (no fee)</p> <p><input type="checkbox"/> Comprehensive plan (no fee)</p> <p><input type="checkbox"/> Other _____</p>	<p><b>REVIEW FEE</b> (Fee schedule on other side)</p> <p><input checked="" type="checkbox"/> Attached \$ <u>1,386.00</u></p> <p><input type="checkbox"/> Not applicable</p>	<p><b>TYPE OF SUBMISSION</b></p> <p><input checked="" type="checkbox"/> New proposal</p> <p><input type="checkbox"/> Revision to a prior proposal</p> <p><input type="checkbox"/> Phase of a prior proposal</p> <p><input type="checkbox"/> Amendment/revision to recorded plan is a new proposal</p>
	<p><b>TYPE OF PLAN</b></p> <p><input type="checkbox"/> Unofficial sketch</p> <p><input type="checkbox"/> Preliminary</p> <p><input checked="" type="checkbox"/> Final</p>	<p>Tax parcel(s): # <u>15-9-260</u></p> <p style="padding-left: 100px;"># <u>15-9-173</u></p> <p style="padding-left: 100px;"># _____</p>
		<p>Total area (gross acres): <u>0.54 ac</u></p>

<p><b>PLAN INFORMATION</b></p> <p>Length of new roads: _____</p> <p>Number of new parking spaces: _____</p> <p>Ownership of roads:  <input type="checkbox"/> Public <input type="checkbox"/> Private</p> <p>Open space:  <input type="checkbox"/> Public <input type="checkbox"/> Private</p> <p>Acres: _____ Acres: _____</p> <p>HOA responsible for common facilities/areas:  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>HOA documents provided:  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Traffic study included:  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not conducted</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>LAND USE</th> <th># of lots/units</th> </tr> </thead> <tbody> <tr><td>Agriculture</td><td></td></tr> <tr><td>Single family</td><td></td></tr> <tr><td>Townhouses</td><td></td></tr> <tr><td>Twin units</td><td></td></tr> <tr><td><input checked="" type="checkbox"/> Apartments</td><td>33</td></tr> <tr><td>Mobile homes</td><td></td></tr> <tr><td><input checked="" type="checkbox"/> *Commercial</td><td>1</td></tr> <tr><td>*Industrial</td><td></td></tr> <tr><td>*Institutional</td><td></td></tr> <tr><td>Other</td><td></td></tr> </tbody> </table>	LAND USE	# of lots/units	Agriculture		Single family		Townhouses		Twin units		<input checked="" type="checkbox"/> Apartments	33	Mobile homes		<input checked="" type="checkbox"/> *Commercial	1	*Industrial		*Institutional		Other		<p><b>ZONING DISTRICT OF PROPOSAL</b></p> <p>Existing: <u>TC</u></p> <p>Proposed: <u>TC</u></p> <p>Variances/Special exception granted: _____</p>	<p><b>PROPOSED UTILITIES</b> (Check appropriate boxes)</p> <table style="width:100%;"> <tr> <td></td> <td align="center">Water</td> <td align="center">Sewer</td> </tr> <tr> <td>Public</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input checked="" type="checkbox"/></td> </tr> <tr> <td>On-site</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Package</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table> <p>No new sewage disposal or water supply proposed <input type="checkbox"/></p>		Water	Sewer	Public	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	On-site	<input type="checkbox"/>	<input type="checkbox"/>	Package	<input type="checkbox"/>	<input type="checkbox"/>
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**\*Information to be filled in for Commercial, Industrial or Institutional land use ONLY**

<input type="checkbox"/> County Health Department	Date _____
<input type="checkbox"/> PennDOT	Date _____
<input type="checkbox"/> DEP	Date _____
<input type="checkbox"/> Other _____	Date _____

**THE TERM "LOTS"**

The term "**LOTS**" includes conveyance, tracts or parcels of land for the purpose, whether immediate or future, of lease, transfer of ownership or building or development, as well as residue parcels, annexations, or the correction of lot lines.

\*Total square footage of addition to existing building: \_\_\_\_\_

\*Total square footage of new building(s): 6,500

## FEE SCHEDULE

The following fees shall apply to each land subdivision or land development submitted to the Chester County Planning Commission for review in accordance with Article V, Section 502, Pennsylvania Municipalities Planning Code, Act 247, as amended.

If a plan for a non-residential use is to be subdivided and developed, the fee is the total of Category II plus Category III.

### CATEGORY I RESIDENTIAL SUBDIVISION OR LAND DEVELOPMENT

These fees apply to residential projects for sale, condominium ownership, or rental; any type of buildings, either as a subdivision or single tract land development; or an agricultural subdivision (except for guidelines in Article I, Section 107, Subdivision, Pennsylvania Municipal Planning Code, Act 247, as amended). This category does not include institutional living facilities.

Number of lots and dwelling units	Base fees	Fees for each lot and/or unit*
1-2 lots/dwelling units	\$165.00	None
3-5 lots/dwelling units	\$165.00	Plus \$28.00/lot/unit
6-20 lots/dwelling units	\$220.00	Plus \$25.00/lot/unit
21-75 lots/dwelling units	\$400.00	Plus \$22.00/lot/unit
76 lots/dwelling units and over	\$800.00	Plus \$17.00/lot/unit

### CATEGORY II NON-RESIDENTIAL SUBDIVISIONS

These fees apply to applications for subdivision and conveyance of land for non-residential uses, not proposed for land development as defined in Section 107 of the Planning Code.

Number of lots or units	Base fees	Fees for each lot and/or unit*
1-2 lots/units	\$275.00	Plus \$55.00/lot/unit
3-10 lots/units	\$550.00	Plus \$55.00/lot/unit
11 lots/units and over	\$800.00	Plus \$50.00/lot/unit
Financial subdivisions	\$275.00	Plus \$55.00/lot/unit

### CATEGORY III NON-RESIDENTIAL LAND DEVELOPMENT

These fees apply to all projects or sections of mixed projects which are for non-residential use for sale, condominium, lease or rent in any type of building on a single tract of land.

Building square footage (gross)	Base fees	Fees for gross floor area
0 to 5,000 sq. ft.	\$450.00	Plus \$45.00/1,000 sq. ft. of gross floor area
5,001 to 25,000 sq. ft.	\$550.00	Plus \$40.00/1,000 sq. ft. of gross floor area
25,001 to 75,000 sq. ft.	\$900.00	Plus \$40.00/1,000 sq. ft. of gross floor area
75,001 sq. ft. and over	\$1,350.00	Plus \$28.00/1,000 sq. ft. of gross floor area

### CATEGORY IV SECOND REVIEWS

These fees apply to each review conducted after the first review (within a three (3) year period of the initial review) and only if requested by the municipality.

- Flat fee of \$165.00 for residential subdivisions/land developments
- Flat fee of \$220.00 for non-residential subdivisions/land developments
- **Maximum fee: \$10,000**

#### \*NOTE:

Fee applies to total number of lots/units after subdivision. Subdivisions include lot line revisions and lot consolidations.

#### CHECKS OR MONEY ORDERS SHOULD BE PAYABLE TO: County of Chester

(cash will not be accepted) All fees are to be submitted to the Chester County Planning Commission (CCPC) through the appropriate township or borough at the time of application; and in accordance with the administrative guidelines established by CCPC. Upon written request from the municipality, CCPC may waive the fees for plan reviews associated with municipally-owned subdivisions or land developments.

#### INFORMAL REVIEWS AND ADDITIONAL WORK:

An informal review request to CCPC (such as meetings and discussions prior to the formal development application) shall be free of charge if said written request is from the municipality, or from an applicant with the knowledge and written consent of the municipality. In no case will informal review by CCPC replace the need for a formal review which would include the submission of the required fee listed above pursuant to the Municipalities Planning Code.

#### TIME LIMITATIONS:

The review time period will begin from the date of receipt by CCPC of the application requesting a review by CCPC. CCPC has thirty (30) days within which to review subdivision and land development applications and submit review comments. The review period may be extended if requested by the applicant or a time extension has been granted by the municipality with the concurrence of the applicant. When the time period has been stopped due to an incomplete application package, incorrect fee submittal or other reasons, the time period will continue from the day in which the application package is complete. CCPC has thirty (30) days within which to review ordinance amendments, and forty-five (45) days within which to review comprehensive plans, official maps, and complete ordinances.