



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

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

Subdivision and Land Development Application

Project Information:

Project Name: Township Line Road Development
 Tax Parcel Number(s): 15-4-44, 15-4-45, 15-4-46, 15-4-47, 15-4-48, 15-4-49
 Legal Owner Name: Franklin Phoenixville LP, Odessa Real Estate Investments, Inc
 Mailing Address: 101 Bridge St, 2nd Flr, Phoenixville, PA 19460, 1890 Rose Cottage Lane, Malvern, PA 19355
 Phone: 484-719-1097 (c) Email: dhmoskowitz@gmail.com

Applicant Information:

Name: Franklin Phoenixville, L.P. ~~Morningside Builders Inc., GP~~ **AND ODessa Real Estate INVESTMENTS, INC. GP**
 Mailing Address: 1890 Rose Cottage Lane, Malvern, PA 19355
 Phone: 484-719-1097 (c) Email: dhmoskowitz@gmail.com
AND OWNER

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: BL Companies/Kestra Kelly, PE
 Mailing Address: 555 Croton Rd, Suite 310 King of Prussia, PA 19406
 Phone: 610-994-4611 Email: kkelly@blcompanies.com

Project Surveyor:

Company/Contact: Bercek and Smith Engineering, Inc./Michael Bercek, PLS
 Mailing Address: 112 N Lewis Road, Royersford, PA 19468
 Phone: 610-948-8947 Email: mbercek@bercekassociates.com

Project Attorney:

Company/Contact: Hamburg, Rubin, Mullin, Maxwell & Lupin, P.C./Ed Mullin, Esquire
 Mailing Address: 1684 S. Broad St, Suite 230, Lansdale, PA 19446
 Phone: 215-661-0400 Email: emullin@hrmml.com

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

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Sketch Plan | <input checked="" type="checkbox"/> Lot Consolidation | <input checked="" type="checkbox"/> New Proposal |
| <input checked="" 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

Number of Units:

39

 Public Open Space

Intended Uses:

Single Townhomes

Existing Zoning: MG
 Proposed Zoning Change: N/A

Total Tract Area: +/- 3.30 Ac
 Proposed Density: 11.81 units/gross acre

Narrative Project Description ("see attached plan is insufficient)

The proposed development consists of standard townhouses, with proposed private and public open spaces. The project proposes to connect to the Odessa Development and move the full access driveway on Township Line Road from 918 to 908 Township Line Road, opposite Gauge Street. A one-way in driveway is proposed at 918. The creation of local access streets with on-street parking and alleys, public water and sewer, and stormwater management are proposed as part of the project.

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.

ODESSA REAL ESTATE INVESTMENTS, INC. 12/16/25

Applicant Printed Name: Franklin Phoenixville, L.P. Morningside Builders Inc., GP

Applicant Signature: *Paul H. Mahy*

Date: *12/30/25*

Owner Printed Name: Franklin Phoenixville LP, Odessa Real Estate Investments, Inc

Owner Signature: *Paul H. Mahy*

Date: *12/30/25*

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

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 pursued by the Borough for the benefit of the community as a whole and those pursued by third-parties for their own purposes. For those projects pursued by third-parties that involve Borough review and approval, it is the policy of the Borough to impose reasonable fees on the third-party applicant of the project ("Applicant") to cover project-specific costs. Furthermore, it is the Borough's policy to require the Applicant to fully reimburse the Borough on a monthly basis for its Consultants' time and materials expended to ensure that the Applicants' projects 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 required application form(s) 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 submitted application is deemed complete, the Planning Director or designee will authorize the Consultants to begin work and, if applicable to the project, direct the Finance Staff to establish an escrow account using the Applicant's submitted escrow deposit. Prior to circulation of the application for review by the Staff and/or Consultants, a copy of the fully executed Consultant Fee Reimbursement Contract will be placed in the project file with the application. Upon confirmation that the application submission is complete, 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 Consultant performing the work, and reasonably sufficient detail on the work performed to support the billing.
4. Borough Finance Staff will mail a Borough invoice to the Applicant identifying a reimbursement deadline of fifteen (15) calendar days from the date of the Borough 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 charge, such disputes shall be handled as provided for in the Municipalities Planning Code.

5. Should the Applicant fail to submit the requested reimbursement by the date specified on the Borough invoice, or if the original escrow amount becomes depleted, the Planning Director may issue a letter advising the Applicant that the Consultants' reviews for the Project are suspended until the Applicant meets his/her/its financial obligations under the agreement. In the event of a dispute by the Applicant of one or more of the invoiced line-items, Applicant shall remain responsible to reimburse the Borough for said line-items; and the Borough shall return to the Applicant the portion of the paid reimbursement amounts for said line-items where the Applicant's dispute is upheld.

6. Borough approvals and permits will not be issued to the Applicant 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 14th day of December, 2025, by
(the "Applicant"), whose mailing address is:
1890 Rose Cottage Lane, Malvern, PA 19355

WHEREAS, the Applicant is either the legal owner, equitable owner, or authorized representative of the legal owner of certain real estate bearing Chester County Tax Map Parcel No. 15-4-44, 15-4-45, 15-4-46, 15-4-47, 15-4-48, 15-4-49, located at address:
906, 908, 910, 914, 916 & 918 Township Line Road
Phoenixville Borough (hereinafter referred to as the "Site"); and

WHEREAS, the Applicant has presented to Phoenixville Borough (the "Borough") plans and/or an application for grading, subdivision, land development, zoning or other improvement, use, and/or development of the Site (hereinafter referred to as the "Project"); and

WHEREAS, the Applicant 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 and made a part hereof.
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, and any and all research, investigation, and evaluation related thereto; (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; (d) fees and costs for obtaining and/or recording Project-related documents, as necessary; and (e) 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 for Consultants currently in effect and those that may come in to 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 the Project. The Applicant agrees and acknowledges that no permit, occupancy issuance or recordable plans/agreements 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 and withdrawing its application. 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 and including 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 right and privilege to sue the Applicant and/or 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 be cumulative and 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 Applicant and Property Owner, which shall provide the Borough with at least thirty (30) calendar days advance written notice of any proposed assignment of their rights and responsibilities under this Contract. Failure to notify the Borough of any such assignment shall entitle the Borough and its consultants to stop work on the processing of an application unless and until all necessary information and agreements are in place binding such successor/assign in a manner reasonably satisfactory to the Borough.
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):

David H. Moskowitz

(Signature)

David H. Moskowitz

(Printed Name)

PRESIDENT OF

(Printed Title)

FAMILY PHOENIXVILLE, LP.
by GLOSSA REAL ESTATE
INVESTORS, INC.

David H. Moskowitz

(Signature)

David H. Moskowitz

(Printed Name)

PRESIDENT OR

(Printed Title)

GLOSSA REAL ESTATE
INVESTORS, INC.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER

SS.

On this 19th day of DECEMBER 2005, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared DAVID H. MOSKOWITZ who acknowledged himself to be the PRYS. of 1400 BROADWAY, 1001, GA Pennsylvania _____, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

DAVID H. MOSKOWITZ
1400 BROADWAY, 1001, GA

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

[Signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Deborah Lynn Leach, Notary Public
Chester County
My commission expires October 22, 2026
Commission number 1342058
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF

SS.

:

On this ____ day of _____, _____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be a member of the Borough Council of _____ and that he/she, as such officials, being duly 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