



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

AUGUST 19, 2024, ZONING HEARING BOARD MEETING PACKET

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BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
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Kathleen Kingsley Vice-President
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Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE MAY 20, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-10

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on May 20, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: Alex Goldberg
1 South Broad Street, Suite 1000, Philadelphia, PA 19107

PREMISES INVOLVED: 201 West 6th Avenue
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Conshohocken Avial RE, LLC
516 Monticello Lane, Plymouth Meeting, PA 19462

The petitioner is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and Variance from Section §27-2002 to permit an expansion of the existing nonconforming restaurant use of the existing nonconforming mixed-use property located within the BR-1 - Borough Residential District 1 with the construction of a 1,041 SF outdoor dining patio, and to not provide the required off-street parking on the site for the proposed outdoor dining patio addition whereas one off-street parking space per 50 SF of gross floor area is required with the expansion of the outdoor dining use.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

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Zoning Administration

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Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: May 15, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 201 West Sixth Avenue - Zoning Determination

History of the Site:

201 West Sixth Avenue is an existing nonconforming mixed use corner property comprised of an existing one (1)-story bar/tavern (formerly known as Carol's Place) commercial restaurant use facing West Sixth Avenue and an attached three (3)-story single-family residential apartment building facing Maple Street. There is an existing detached garage on the site with a driveway apron and access off of Maple Street.

The property is located within the BR-1 - Borough Residential District 1 zoning district.

The site is an existing 7,578 SF corner property that is fronted by Maple Street (66' wide right-of-way) to the east and West Sixth Avenue (80' wide right-of-way) to the north; an unnamed 20-foot wide alley to the south; and residential properties also located within the BR-1 zoning district in all other directions.

The property was recently purchased by Conshohocken Avila Real Estate, LLC. The current property owner is retaining the existing single family apartment building use; and is currently making interior building alternations to the existing bar/tavern commercial restaurant use of the former Carol's Place to continue the existing nonconforming use of the commercial restaurant use to provide for an upscale wine bar and food establishment.

Current Request:

The Applicant is proposing to construct a 29'-4" wide by 35'-6" long (or 1,041 SF) outdoor dining patio attached to the rear of the proposed upscale wine bar and food establishment business. The outdoor dining patio will have a six (6)-feet high wall and landscaping proposed along the side yard abutting the adjacent residential property (207 West Sixth Avenue) located west of the site. Other proposed site improvements include removal of portions of the existing impervious areas to the rear of the site; installation of a screened trash enclosure with landscaping adjacent the detached garage; and construction of a 6'-0" wide by 64'-3" (or 385.5 SF) walkway from the rear of the dining patio to the unnamed alley.

The Applicant is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and Variance from Section §27-2002 to permit an expansion of the existing nonconforming commercial restaurant use of the existing nonconforming mixed-use property located within the BR-1 - Borough Residential District 1

with the construction of a 1,041 SF outdoor dining patio, and to not provide the required off-street parking on the site for the proposed outdoor dining patio addition whereas one (1) off-street parking space per 50 SF of gross floor area is required with the expansion of the outdoor dining use.

Zoning Determination:

The property is located within the BR-1 – Borough Residential District 1 zoning district.

Per the Conshohocken Borough Zoning Ordinance Section §27-1002, the permitted uses by right within the BR-1 zoning district include single-family detached dwellings (single) and single-family semidetached dwellings (twin), and accessory uses thereof. The property is currently a mixed use building with commercial restaurant and residential apartment uses within the building. Per the Conshohocken Borough Zoning Ordinance Section §27-702.A, a nonconforming use is the existing lawful use of land and/or buildings and/or structures upon the land which does not conform to any of the permitted uses of the district in this it is located. Therefore, the mixed commercial and residential uses within the building are considered existing nonconforming since these uses lawfully existed prior to the current 2001 Zoning Ordinance of the Borough.

The Applicant is making building alterations from a former bar/tavern commercial restaurant use to an upscale wine bar and food establishment which is considered the same commercial restaurant use. Therefore, no zoning relief is required for the same existing nonconforming use of the property.

However, the Applicant is proposing to construct a new outdoor dining patio to expand the proposed upscale wine bar and food establishment business, which is considered an expansion of the existing nonconforming use on the property. Per the Conshohocken Borough Zoning Ordinance Section §27-703.E.(6)(a), extension and/or expansion as permitted in §27-703.E.(1) through (5) above, shall be permitted only by special exception in accordance with Part 6 of the Zoning Ordinance, only to the extent that all new construction shall comply with the dimensional standards of the district in which the use is located or the district in which the use is permitted, whichever is more restrictive. Therefore, the Applicant is required to seek a Special Exception pursuant to §27-703.E.(6)(a) to permit the expansion of the upscale wine bar and food establishment on the proposed 1,041 SF outdoor dining patio.

Per the Conshohocken Borough Zoning Ordinance Section §27-2002, for all other restaurants (not drive-in or fast-food), one (1) off-street parking spaces is required per fifty (50) square feet of gross floor area. The proposed outdoor dining patio will require a total of 1041 SF / 50 SF = 21 off-street parking spaces. There is currently no off-street parking provided on the property for the commercial restaurant use. The Applicant is not proposing any additional off-street parking spaces on the property and therefore will be required to seek a variance from Section §27-2002 to not provide the required 21 off-street parking spaces.

Per the Conshohocken Borough Zoning Ordinance Section §27-202, building coverage is defined as the ration obtained by dividing the maximum horizontal cross-section of all principal and accessory buildings on a lot (including balconies, covered porches, carports and breezeways, but excluding patios and decks) by the total area upon which the buildings are located. The existing building coverage on the site totals 3,470 SF (or 45.79 %). The maximum permitted building coverage per Section §27-1005.F is 35% of the lot area. The Applicant is not proposing to make any changes to the existing building coverage on the site.

Per the Conshohocken Borough Zoning Ordinance Section §27-1005.G, the maximum permitted impervious coverage on the site is 60% of the lot area. The Applicant is showing an existing total impervious coverage of 5,724 SF (or 75.54%) on site. With the proposed site improvements, the Applicant is proposing a reduction in the total impervious coverage of 4,990 SF (or 65.85%) on site. Since the Applicant is proposing a reduction and not an increase to the existing nonconforming impervious coverage on the site, no additional zoning relief is required.

The bulk dimensional requirements listed on the plan are referencing the Conditional Use Dimensional Standards under Section §27-1006 of the BR-1 zoning district. The existing restaurant use is an existing nonconforming use of the site which should reference the permitted use dimensional standards of Section §27-1005. Although the restaurant use is an existing nonresidential use, it is also not a use listed under Conditional Uses in Section §27-1003 which would require Borough Council approval. Therefore, the Conditional Use Dimensional Standards under Section §27-1006 would not apply in this case.

The Zoning Hearing Board may wish to consider and discuss noise control under the Performance Standards of Part 8 - General Regulations of Section §27-817.D and odor control under Section §27-817.E of the Zoning Ordinance with the Applicant.



BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Zoning Application

Application: Z-2024-10
Date Submitted: 4/15/24
Date Received: 4/15/24

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

2. Section of the Zoning Ordinance from which relief is requested:

27-703.E.(6)9a) and 27-2002

3. Address of the property, which is the subject of the application:

201 West Sixth Avenue, Conshohocken, Pennsylvania 19428

4. Applicant's Name: Alex Goldberg, Esquire

Address: 1 South Broad Street, Suite 1000, Philadelphia, Pennsylvania 19107

Phone Number (daytime): (757) 615-6840

E-mail Address: alex.goldberg@nochumson.com

5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant

6. Property Owner: Conshohocken Avial RE, LLC

Address: 516 Monticello Lane, Plymouth Meeting, Pennsylvania 19462

Phone Number: (484) 410-1906

E-mail Address: alysaq@hotmail.com

7. Lot Dimensions: 7,578 sq. ft. Zoning District: BR-1

8. Has there been previous zoning relief requested in connection with this Property?
Yes No If yes, please describe.

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

The present use of the property is a vacant ground floor eating and drinking establishment and a single vacant residential dwelling unit above.

Building Height: 35 feet (no change)
Building Coverage: 4,103 sq. ft. (54%) (increase from 41% due to 994 sq. ft. patio)
Building Square Footage: 5,773 sq. ft. (increase from 4,781 sq. ft.)
Impervious Coverage: 4,731 sq. ft. (62%)

Please see zoning plan attached hereto for additional dimensions.

10. Please describe the proposed use of the property.

No change in existing use as a mixed-use structure with ground floor eating and drinking establishment and a single residential dwelling unit above.

11. Please describe proposal and improvements to the property in detail.

This application is seeking zoning relief for the proposed expansion of an existing nonconforming use for outdoor seating at an existing eating and drinking establishment. The applicant proposes a full-scale interior renovation of the existing space into an upscale wine bar with some food items, but none that require commercial cooking equipment. The indoor restaurant dining area will have an occupancy of 52 patrons, and the patio will have an occupancy of 67 patrons. Trash will be stored in dumpsters on site, and will be removed with commercial trash pickup.

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

13. If a Variance is being requested, please describe the following:

a. The unique characteristics of the property: The eating and drinking establishment is an existing non-conforming use that has been active since at least 1973.

b. How the Zoning Ordinance unreasonably restricts development of the property:
Re Section 27-2002 (Off-Street Parking): Throughout the decades-long history of this property operating under its current and proposed use, it has never had accessory off-street parking for the patrons of the restaurant. Based on the gross floor area, the Code requires approximately 21 parking spaces. Based on the average parking space size (27-2007), 21 parking spaces would require 3,780 sq. ft. of space, plus the area required for a drive aisle. To the lot size and existing building configuration, providing off-street parking is not feasible.

c. How the proposal is consistent with the character of the surrounding neighborhood. The previous restaurant operator existed at this location since 1973. Therefore, by proposing no change to the use of the property, the proposal is in keeping with the established character of the immediately surrounding area. Additionally, there are several other similar restaurant uses that operate predominately residential areas, such as:

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.
Re Section 27-2002 (Off-Street Parking): The relief requested would allow the property to maintain its existing on-street along Maple Street and encourage patrons who may consume alcoholic beverages to use taxis, ride-sharing, and public transportation. The outdoor seating proposed which triggers the off-street parking requirement is not out of character, will be seasonal, and will close earlier than the indoor portion of the restaurant. Additionally, the restaurant which previously operated at this location did not offer off-street parking.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

N/A

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

N/A

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

We are seeking a special exception from Section 27-703.E.6(a) for the proposed expansion of the existing nonconforming use for the outdoor seating.

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

Section 27-703.E.6(a)

c. Please describe in detail the reasons why the requested relief should be granted.

The proposed outdoor seating will offer a unique experience for patrons of the proposed eating and drinking establishment to enjoy the establishment outdoors when weather permits. In order to ensure the outdoor seating has the least impact to the adjacent neighbors possible, we plan to implement the following strategies:

- Outdoor seating will have limited hours of operations, closing earlier than the indoor space.
- No smoking will be allowed on premises, inside or outside.
- Significant landscaping will be installed surrounding the patio especially within the 7-foot setback next to the adjacent neighbor at 207 West 6th Avenue. A code-compliant fence will be installed
- Sound and lighting elements will be directed downward and away from the adjacent neighbor at 207 West 6th Avenue. Decibel levels will not surpass the general regulations found in Section 27-817.D.

16. If the applicant is being represented by an attorney, please provide the following information.


a. Attorney's Name: Alex Goldberg, Esquire

b. Address: 1 South Broad Street, Suite 1000, Philadelphia, Pennsylvania 19107

c. Phone Number: (215) 907-7102

d. E-mail Address: alex.goldberg@nochumson.com

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.


Applicant

Conshohocken Avila RE, LLC
Legal Owner

April 12, 2024
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

(Seal)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Marin

On April 12, 2024 before me, Amy Christine Baldwin
Date Here Insert Name and Title of the Officer

personally appeared Anthony Avila
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Amy C. Baldwin
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____





BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Decision

(For Borough Use Only)

Application Granted

Application Denied

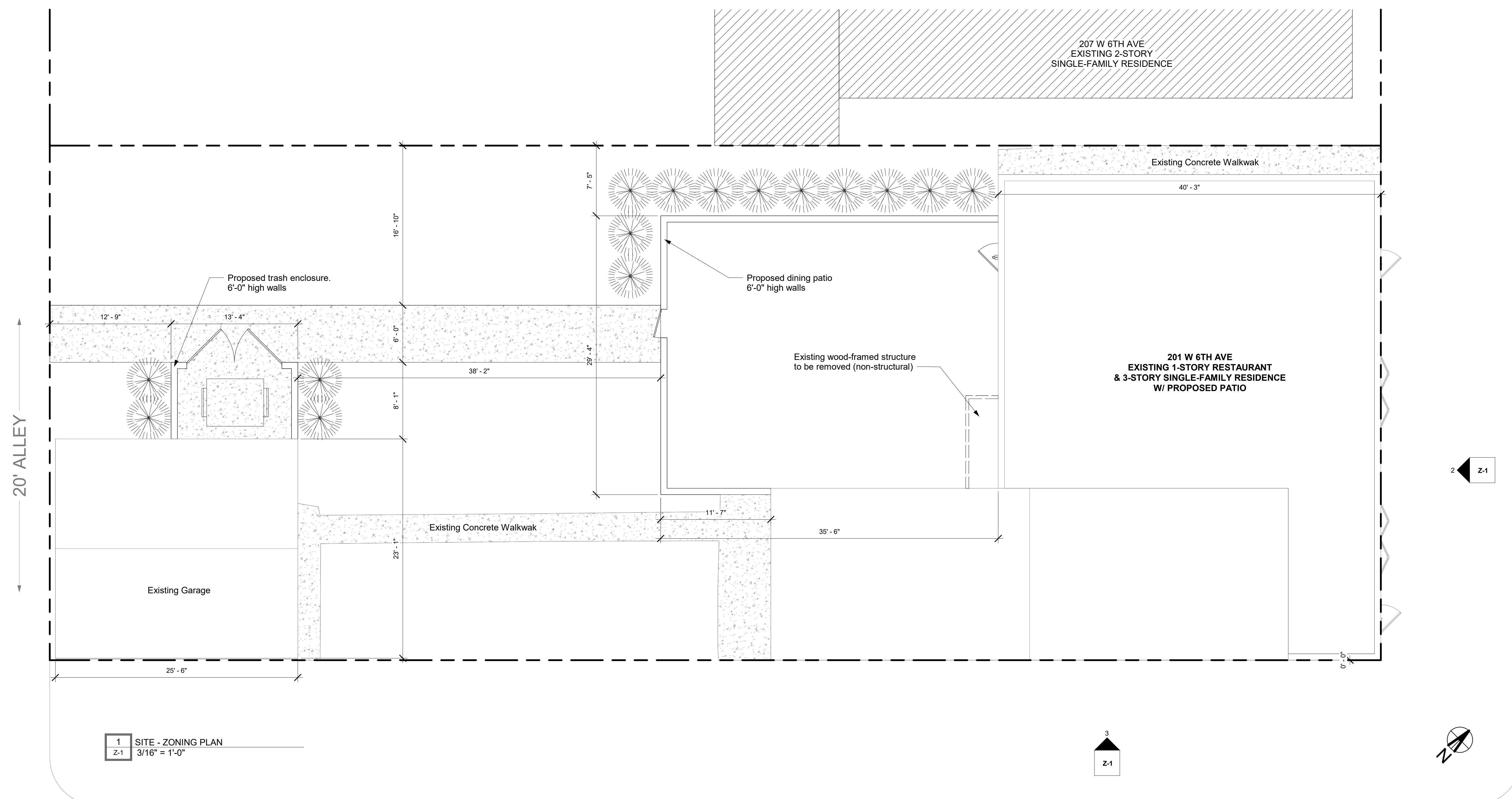
MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: _____



1 SITE - ZONING PLAN
Z-1
3/16" = 1'-0"

Zoning District:	BR-1 (Borough Residential 1)
Allowable Height:	35'-0"
Existing Building Height:	Existing, no change
Minimum Lot Size:	10,000 SF
Existing Lot Size:	7,578 SF (Existing, nonconforming)
Minimum Lot Width:	100'-0"
Existing Lot Size:	54'-2" (Existing, nonconforming)
Required Setbacks:	
Front:	3'-0" (Established building line §27-1005.C)
Rear (Primary Building):	25'-0"
Rear (Garage):	5'-0" from alley cartway
Side Yard:	5'-0" each side (Detached)
Existing Setbacks:	
Front:	3'-0"
Rear (Primary Building):	73'-8"
Rear (Garage):	0'-0" (Existing, nonconforming)
Side Yard:	3'-0" (Existing, nonconforming)
Allowable Building Coverage:	45% (§27-1006.D)
Existing Building Coverage:	41%
Existing Building Coverage:	3,111 SF
Proposed Building Coverage:	54%
	4,103 SF (+992 SF patio)
Existing Building SF:	4,781 SF
Proposed Building SF:	5,773 SF (+992 SF patio, +21%)
27-703.D Nonconforming Physical Expansion. Physical expansion of a nonconforming building or building housing a nonconforming use shall be permitted only one time and shall be limited to 25% of the gross floor area of the existing building	
Allowable Impervious Coverage:	60% (§27-1006.E)
	4,547 SF
Existing Impervious Coverage:	75.54%
	5,724 SF
Proposed Impervious Coverage:	65.85%
	4,990 SF
Lot Use:	Restaurant (Existing, nonconforming)

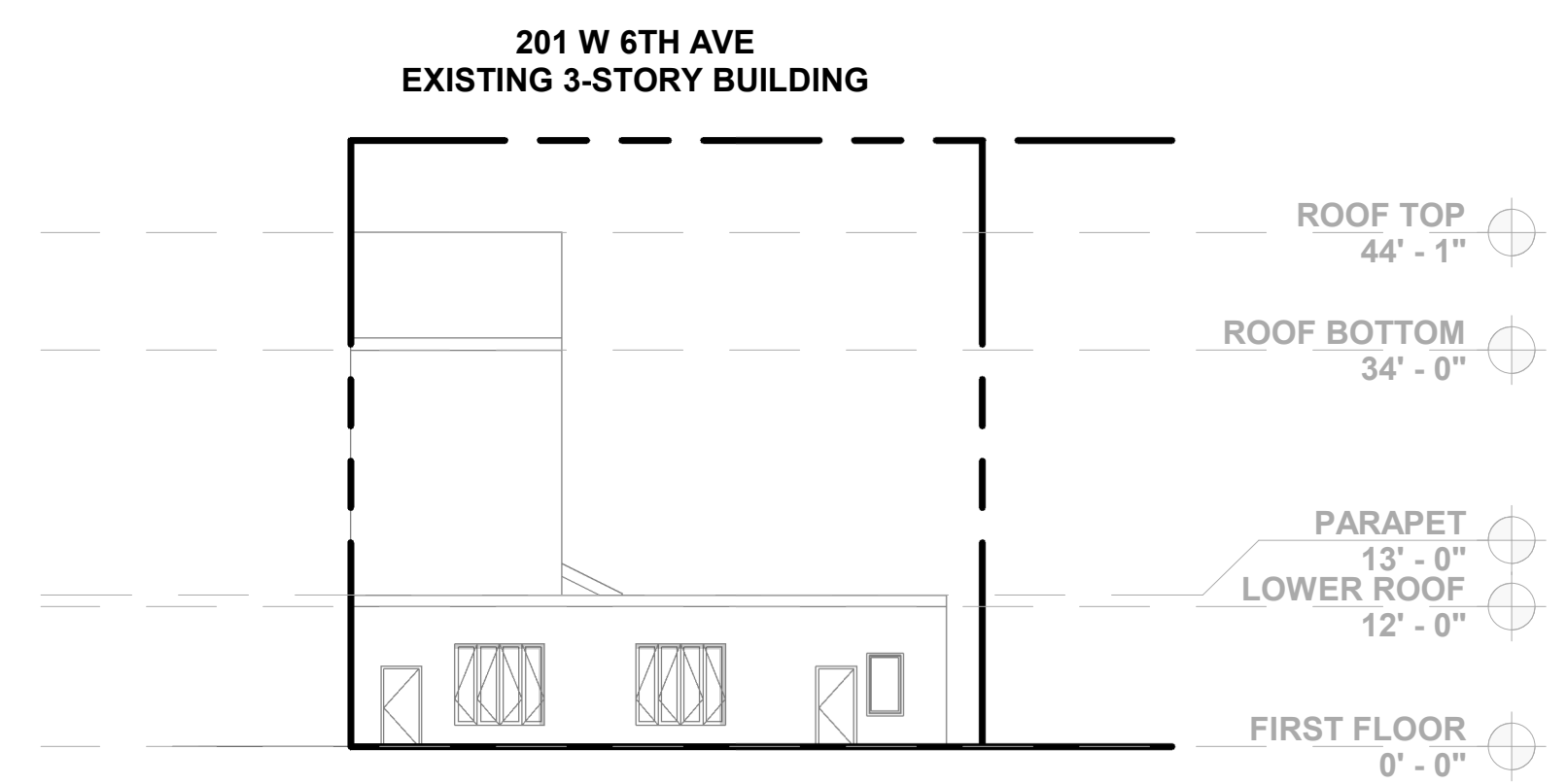
REVISIONS	
ITEM	DATE

JLS ARCHITECTS, LLC
 111 Redbank Ave
 Conshohocken, PA 19038
 484-809-9151
 www.jlsarchitects.com

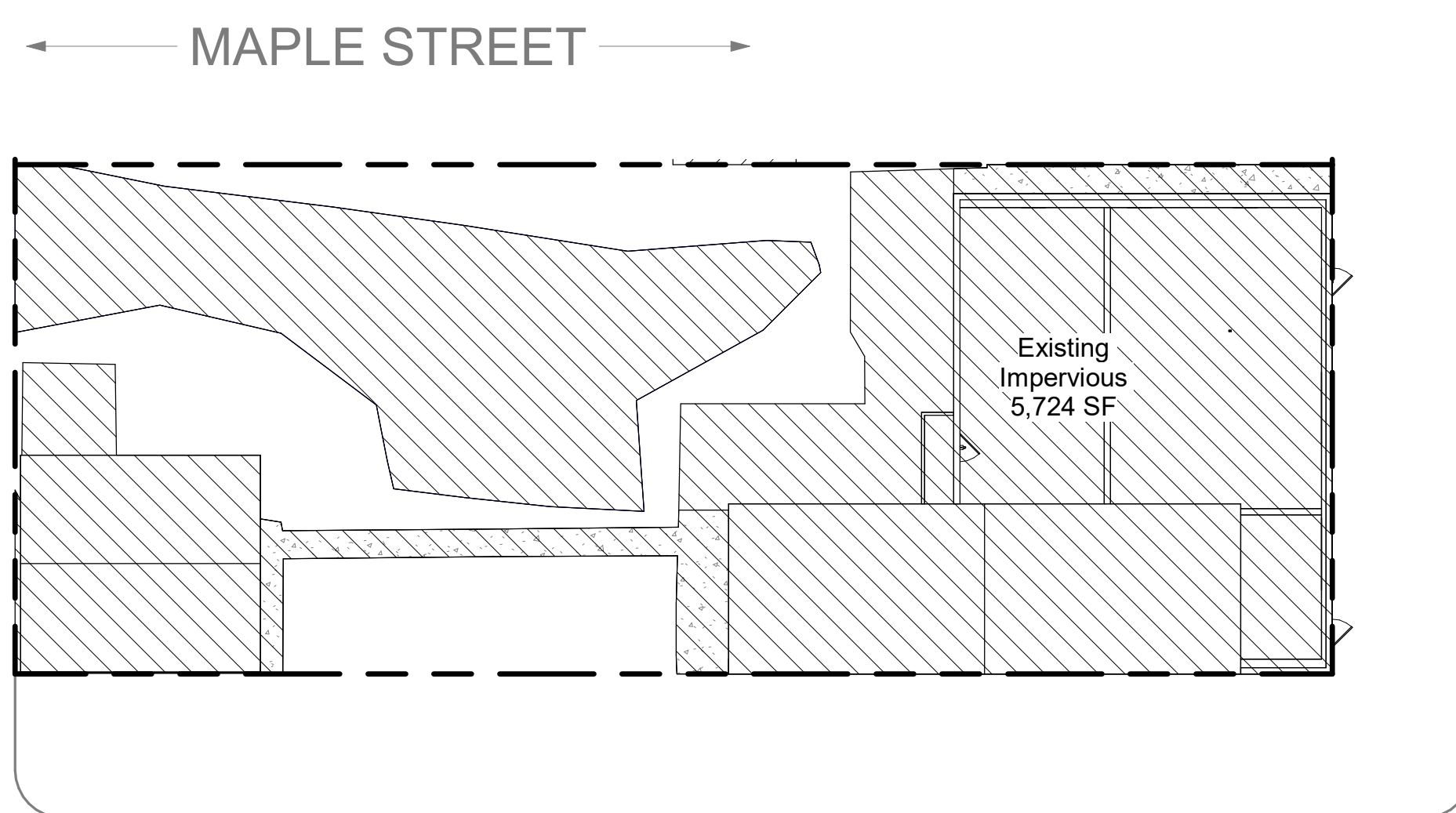
ISSUED FOR:
ZONING
 11 APRIL 2024

ARCHITECTURAL ZONING DRAWING

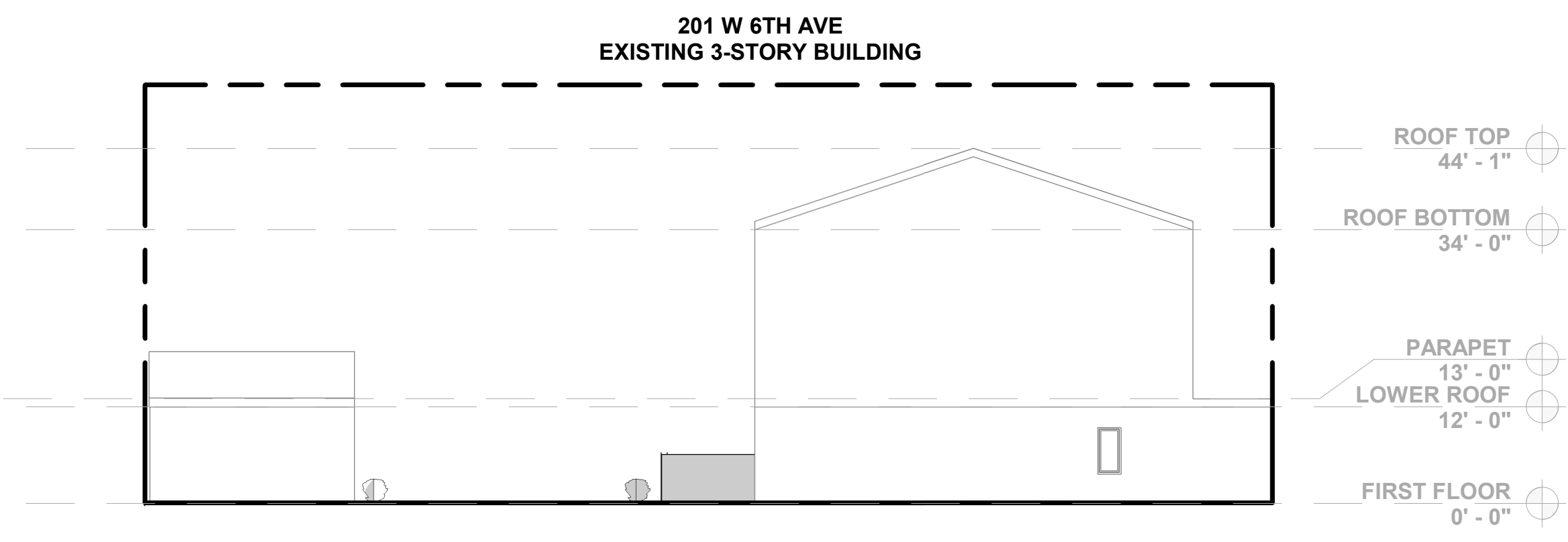
Scale: **As indicated**
 Drawn by: **BLG**
 Project: **24-012A**
 Date: **13 FEB 2024**



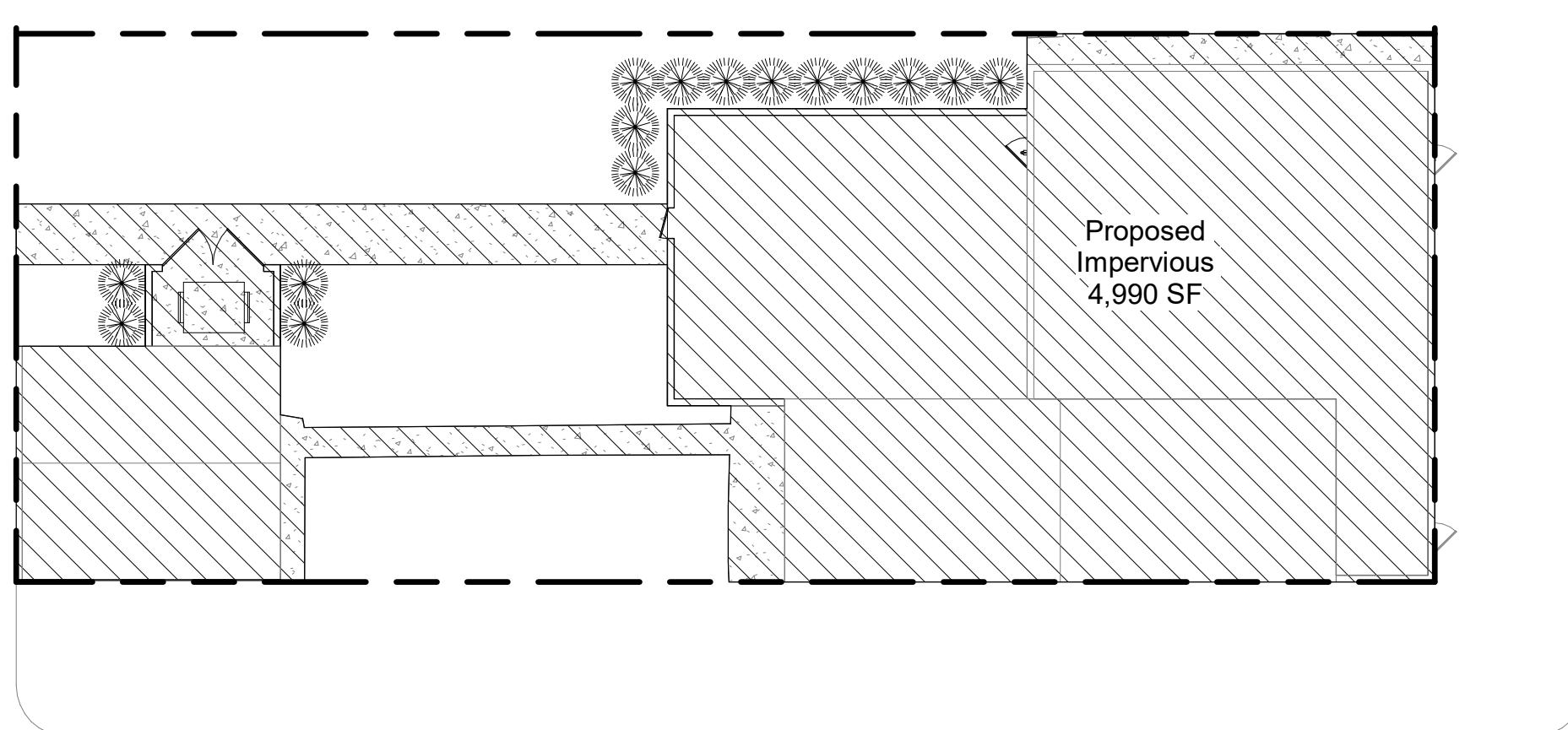
2 ZONING ELEVATION - NORTHEAST
Z-1
1/16" = 1'-0"



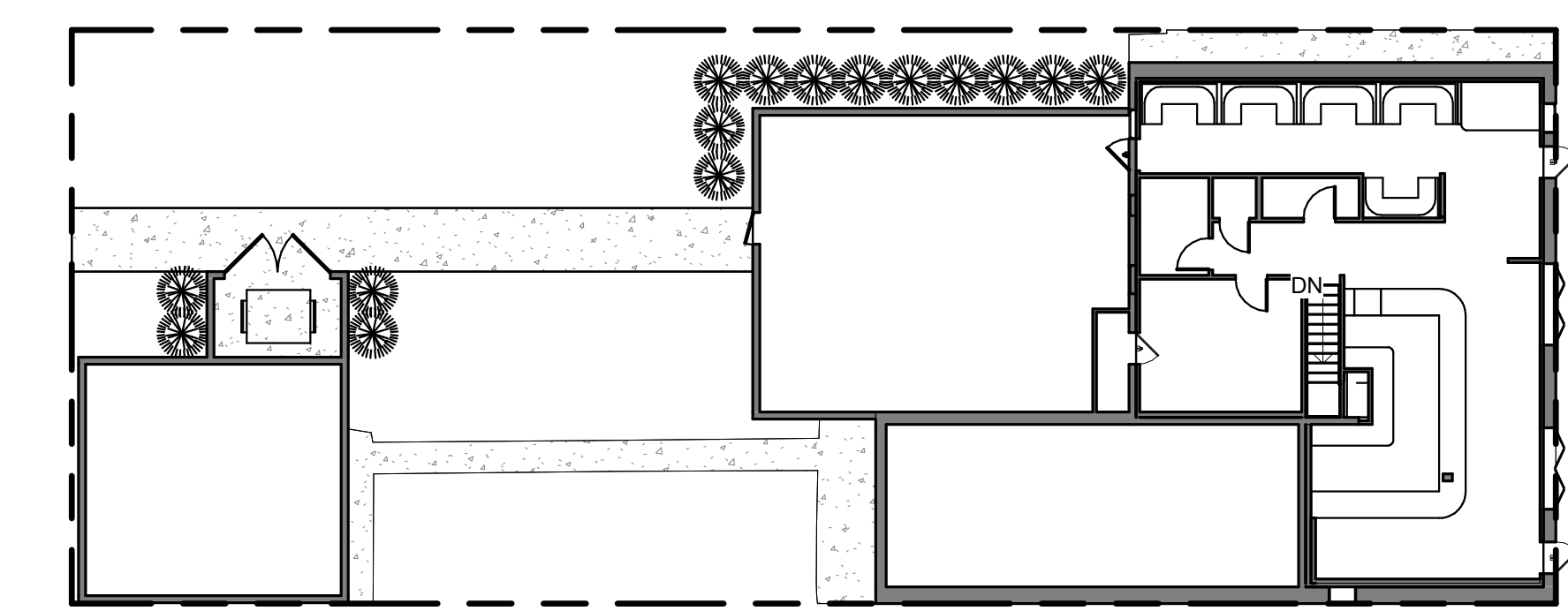
4 IMPERVIOUS COVERAGE PLAN - EXISTING
Z-1
1/16" = 1'-0"



3 ZONING ELEVATION - SOUTHEAST
Z-1
1/16" = 1'-0"



5 IMPERVIOUS COVERAGE PLAN - PROPOSED
Z-1
1/16" = 1'-0"



6 FIRST FLOOR - ZONING PLAN
Z-1
1/16" = 1'-0"

Prepared by and Return to:

Land Services USA, LLC
1835 Market St, Suite 420
Philadelphia, PA 19103
215-563-5468

File No. PACLT23-4916AK
UPI # 05-00-08984-00-2

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-08984-00-2 CONSHOHOCKEN BOROUGH
201 W SIXTH AVE
HICKEY CAROL A \$15.00
B 027 L U 092 4241 01/12/2024 JH

This Indenture, made the 9th day of January, 2024,

Between

CAROL A. HICKEY

(hereinafter called the Grantor), of the one part, and

CONSHOHOCKEN AVILA REAL ESTATE LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **Seven Hundred Seventy-Five Thousand And 00/100 Dollars (\$775,000.00)** lawful money of the United States of America, unto her well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

ALL THAT CERTAIN message and tract or piece of land, situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a stake on the Westerly corner of Sixth Avenue and Maple Street; thence along the Southwesterly side of Sixth Avenue, North forty nine degrees West fifty four and thirteen hundredths feet to a stake; thence South forty one degrees West one hundred forty feet to a stake on the Northeasterly side of an alley, twenty feet in width; thence extending along said side of said alley, South forty nine degrees East, fifty four and thirteen hundredths feet to a point of intersection of said side of said alley with the Northwesterly side of Maple Street, aforesaid; thence extending along said side of said Maple Street, North forty one degrees, East, one hundred forty feet to the place of beginning.

BEING known as 201 West Sixth Avenue.

BEING Tax Parcel #05-00-08984-00-2.

BEING the same premises which Dennis R. Deery and Loretta A. Deery, by Deed dated 7/23/1990 and recorded 7/27/1990 in the County of Montgomery in Deed Book 4953 page 86, conveyed unto Carol A. Hickey, in fee.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of her, the said grantor, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

Under and Subject to certain restrictions of record, if any.

And the said Grantor, for herself and her heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that she, the said Grantor, and her heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against her, the said Grantor, and her heirs, will **WARRANT SPECIALLY** and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

[Signature Page Will Follow]

In Witness Whereof, the party of the first part has hereunto set her hand and seal. Dated the day and year first above written.

Sealed and Delibered
IN THE PRESENCE OF US:

Carol A. Hickey

Carol A. Hickey {SEAL}

State/Commonwealth of Pennsylvania

County of Montgomery

This record was acknowledged before me on January 9, 2024 by Carol A. Hickey.

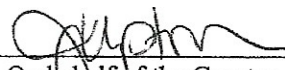
Danielle DeLuizio

Notary Public
My commission expires 9/2/2026

Commonwealth of Pennsylvania - Notary Seal
DANIELLE DeLUZIO, Notary Public
Montgomery County
My Commission Expires September 2, 2026
Commission Number 1037825

The precise residence and the complete post office
address of the above-named Grantee is:

770 TAMALPAIS DR
Suite 401B
Corte Madera CA 94925



On behalf of the Grantee

File No. **PACLT23-4916AK**

Record and return to:
Land Services USA, LLC
1835 Market St, Suite 420
Philadelphia, PA 19103

Deed

UPI # 05-00-08984-00-2

Carol A. Hickey

TO

Conshohocken Avila Real Estate LLC, a
Pennsylvania limited liability company

Land Services USA, LLC
1835 Market St, Suite 420
Philadelphia, PA 19103



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
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Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE APRIL 15, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-09

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on April 15, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: Derek and Makenzie Dalmolin
1915 Cori Lane, Blue Bell, PA 19422

PREMISES INVOLVED: 447 West 6th Avenue
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Derek and Makenzie Dalmolin
1915 Cori Lane, Blue Bell, PA 19422

The petitioner is seeking a Special Exception pursuant to Section §27-823 and a Variance from Section §27-823.B to permit a group home use within the BR-1 - Borough Residential District 1; and to permit the required two (2) off-street parking spaces for the group home use to be located in the front yard of the group home, whereas no off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

Date: April 9, 2024
To: Stephanie Cecco, Allison Flounders
From: Allison A. Lee, PE
Re: 447 West Sixth Avenue - Zoning Determination

History of the Site:

447 West Sixth Avenue is comprised of an existing three (3)-story single-family semi-detached (twin) residential dwelling that was constructed in 1992. The 2,142 SF property is located within the BR-1 - Borough Residential District 1 zoning district. The property was used as a primary residence until 2017 when it was converted into a rental property for two (2) sets of tenants.

The site is fronted by West Sixth Avenue (80' right-of-way) to the north; and residential properties also located within the BR-1 zoning district in all other directions.

There is an existing attached garage and approximately 30-foot long x 10-foot wide driveway located to the front of the existing dwelling. There is also straight in parking available within the W. Sixth Avenue right-of-way along the site frontage.

Current Request:

The property owner has executed a residential lease to a current tenant caretaker that is providing housing, supervision, and care for up to two (2) high-functioning adults with special needs. This independent living arrangement is supported by an organization that provides 24-hour supervision and support.

The Applicant is seeking a Special Exception pursuant to Section §27-823 of the Conshohocken Borough Zoning Ordinance to permit a group home use within the BR-1 - Borough Residential District 1. The Applicant will also need to seek a variance from Section §27-823.B of the Conshohocken Borough Zoning Ordinance to permit the required two (2) off-street parking spaces for the group home use to be located on the existing driveway within the front yard, whereas no off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.

Zoning Determination:

The current request is pursuant to a zoning enforcement letter that was issued on December 5, 2023 for the operation of a group home use without the required special exception pursuant to Section §27-823 of the Conshohocken Borough Zoning Ordinance.

Per Section §27-202 of the Borough Zoning Ordinance, a group home is defined as a residential facility used as living quarters by any number of unrelated persons requiring special care, and their attendant adult supervisors, specifically designed to create a residential setting for the mentally and physically handicapped (as a permitted use), or for other similar uses (as a special exception). The individuals may be either transient or permanent residents. Any number of handicapped persons, as defined in Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988, have the right to occupy a dwelling unit in the same manner and to the same extent as any family unit.

The current use of the subject property is considered a group home use by definition.

Pursuant to Part 8 of the General Regulations, Section §27-823, group homes *“shall be permitted by special exception in the RO, BR-1, and BR-2 Zoning Districts, subject to the additional requirements below:*

- A. *In place of the off-street parking requirements for residential units, all group homes shall have one off-street parking space for each resident staff member. Also, one off-street parking space for every five handicapped residents.*
- B. *No off-street parking shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.*
- C. *All group homes will conform to the type and outward appearance of the residences in the area in which they are located. This provision shall in no way restrict the installation of any ramp or other special features required to serve handicapped residents.*
- D. *Any medical or counseling services provided shall be done only for the residents of the group home.”*

The above referenced property is located within the BR-1 – Borough Residential District 1 zoning district. Therefore, the Applicant is required to obtain a Special Exception pursuant to Section §27-823 to permit a group home use within the BR-1 zoning district.

In accordance with the Applicant’s narrative, there is currently one (1) resident staff member and two (2) handicapped residents. The site currently has an attached garage and an approximately 30-foot long x 10-foot wide driveway located to the front of the existing dwelling that may be able to accommodate up to two (2) off-street parking spaces.

The Applicant should clarify the current parking arrangement of the property with the two (2) sets of tenants.

Although there is an existing front garage and driveway on the property, the use of the garage and driveway was for the primary residence use. Since the Applicant is requesting a new group home use on the property, the Applicant must comply with the group home code provisions of Section §27-823. Therefore, the Applicant is required to seek a variance from Section §27-823.B to permit the off-street parking for the group home use to be located within the front yard area, whereas no off-street parking between the front wall of the principal structure and the curb of the street toward which that wall is oriented is permitted. In addition, the Applicant shall comply with the additional code provisions of Sections §27-823.C & D as noted above.



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

SENT VIA CERTIFIED MAIL AND U.S. MAIL

December 5, 2023

Property Owner:

Derek Ian Dalmolin
Makenzie Newman
447 W. 6th Avenue
Conshohocken, PA 19428

Secondary Address:

Derek Ian Dalmolin
Makenzie Newman
1915 Cori Lane
Blue Bell, PA 19422

**Re: 447 W. 6th AVENUE
PARCEL ID NO.: 05-00-09160-20-4
ZONING ENFORCEMENT NOTICE**

Please be advised, that the subject property located within the Borough of Conshohocken is in violation of the terms of the Borough Zoning Ordinance in the use and occupancy of the property as a group home. In accordance with Section 27-202 of the Zoning Ordinance, a group home is defined as a residential facility used as living quarters by any number of unrelated persons requiring special care, and their attendant adult supervisors, specifically designed to create a residential setting for the mentally and physically handicapped (as a permitted use), or for other similar uses (as a special exception). The individuals may be either transient or permanent residents. Specifically, the property is in violation of Part 8 - General Regulations of Zoning Code Section 27-823. A. & B. as follows:

*Section 27-823.A. & B. – Group Homes shall be permitted by **special exception** in the RO, **BR-1**, and **BR-2** Zoning Districts, subject to the additional requirements below:*

- A. In place of the off-street parking requirements for residential units, all group homes shall have one off-street parking space for each resident staff member. Also, one off-street parking space shall be provided for every five handicapped residents.*
- B. No off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.*

The property is located within the BR-1 – Borough Residential District 1 and you are required to seek a Special Exception from the Conshohocken Borough Zoning Hearing Board to permit a group home use on the subject property. No record of a Special Exception has been granted for a group home use on the subject property. Should a Special Exception be granted, the use must comply with the off-street parking accommodations and use requirements per Zoning Code Section 27-823.

By **January 5, 2024**, you must come into compliance with the outlined zoning code requirements.

YOU HAVE THE RIGHT TO APPEAL TO THE ZONING HEARING BOARD WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE.

YOUR FAILURE TO COMPLY WITH THIS NOTICE WITHIN THE TIME SPECIFIED UNLESS EXTENDED BY APPEAL TO THE ZONING HEARING BOARD CONSTITUTES A VIOLATION OF THE ZONING ORDINANCE WHICH MAY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE BOROUGH. EACH DAY THAT THE VIOLATION CONTINUES MAY CONSTITUTE A SEPARATE VIOLATION.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,



Allison A. Lee, PE
Zoning Officer

PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

Phone (610) 828-1092 Fax (610) 828-0920

Zoning Application

Application: Z-2024-09
Date Submitted: 3-13-24
Date Received: 3-13-24

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

2. Section of the Zoning Ordinance from which relief is requested:

Section 27-202

3. Address of the property, which is the subject of the application:

447 W 6th Ave, Conshohocken, PA 19428

4. Applicant's Name: Derek Dalmolin

Address: 1915 Cori Ln, Blue Bell, PA 19422

Phone Number (daytime): 201-450-2064

E-mail Address: derek2014502064@gmail.com

5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant

6. Property Owner: Derek and Makenzie Dalmolin

Address: 1915 Cori Ln, Blue Bell, PA 19422

Phone Number: 201-450-2064

E-mail Address: derek2014502064@gmail.com

7. Lot Dimensions: 21 x 102 = 2,142 sq ft Zoning District: BR-1

8. Has there been previous zoning relief requested in connection with this Property?

Yes No If yes, please describe.

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

Property was a primary residence until 2017. The residence has been a rental property since 2017 and there have been two sets of tenets during that time.

The residence is 16 x 38 and total internal square footage is 1,216. This calculation does not include a small finished basement space that contains a half bath, clothes washer and dryer, and utility room.

10. Please describe the proposed use of the property.

The property will continue to be used as a rental property for the foreseeable future.

11. Please describe proposal and improvements to the property in detail.

There are no proposed improvements to the property. Following the recent inspection, we were informed a special exception is needed to the zoning to allow the property to be used as group home.

Current tenant is a caregiver that provides housing for up to two high-functioning adults with special needs. This arrangement provides 24-hour supervision and support for their clients' independent living. This request is being made to support their continued use of the property and ensure the property is appropriately filed with the borough.

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

The current tenants are self-contained and supported by an organization that provides 24-hour care. There is no negative impact on the surrounding homes or community and no additional parking or community or city services needed at the property. Additionally this arrangement provides a much needed service to people with disabilities that allows them to live in an independent manner.

Note: Given property garage and extended driveway, no additional parking is required or requested to support the tenants. Therefore, "Part 8 - General Regulations of Zoning Code Section 27-823 A&B" does not apply.


13. If a Variance is being requested, please describe the following:

a. The unique characteristics of the property: The property is a duplex townhome with a one-car garage and a driveway large enough for two cars

b. How the Zoning Ordinance unreasonably restricts development of the property:

The zoning ordinance prevents the owners from utilizing their discretion as to whom would be good tenants for the property and for the local community. The owners of the property are invested in ensuring the property and surrounding areas are kept at the highest standards to benefit their investment and the community. The owners also have direct connections to the disabled community and felt renting to this organization was for the greater good of society.

c. How the proposal is consistent with the character of the surrounding neighborhood.

The tenants are high functioning individuals with disabilities that receive 24-hour support and care without an impact to their neighbors or larger community. From this perspective they are ideal tenants and inhabitants of the property. Per 2015 county-level statistics from the American Community Survey (ACS), the prevalence of people with disabilities in Montgomery County is 9.4%. As such, we feel this representation is in line with our 

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

The borough defines this arrangement as a group home and therefore requires a special exception. No additional exception is being requested. In review of multiple tenants we viewed this tenant to be best qualified for the property and community; and not moving forward with the best qualified tenant would have been discriminatory.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

N/A - Not contesting the determination. Just requesting a special exception to the zoning ordinance.

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

N/A

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

N/A

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

N/A

c. Please describe in detail the reasons why the requested relief should be granted.

N/A

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: _____

b. Address: _____

c. Phone Number: _____

d. E-mail Address: _____

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

Derek Dalmolin

Applicant

Derek and Makenzie Dalmolin

Legal Owner

3/8/2024

Date

COMMONWEALTH OF PENNSYLVANIA

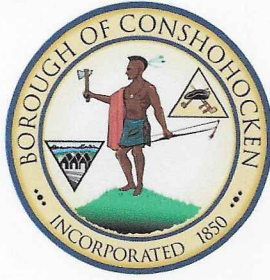
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 11TH day of MARCH, 2024.

Alea K. Pacell
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Alea K. Pacell, Notary Public
Montgomery County
My commission expires June 28, 2025
Commission number 1302279
Member, Pennsylvania Association of Notaries

(Seal)



BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

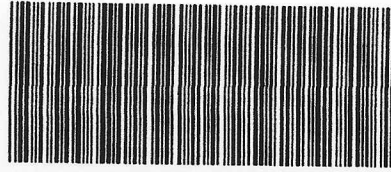
DATE OF ORDER: _____



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5886 PG 01212 to 01215
 INSTRUMENT # : 2013090539
 RECORDED DATE: 08/26/2013 12:54:23 PM



2972951-0013W

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type: Deed	Transaction #: 2939970 - 2 Doc(s)
Document Date: 08/09/2013	Document Page Count: 3
Reference Info:	Operator Id: estaglia
RETURN TO: (Simplifile) Services Abstract 794 Penllyn Blue Bell Pike Suite 200 Blue Bell, PA 19422 (215) 654-6160	PAID BY: SERVICES ABSTRACT

*** PROPERTY DATA:**
 Parcel ID #: 05-00-09160-20-4
 Address: 447 W SIXTH AVE
 CONSHOHOCKEN PA
 19428
 Municipality: Conshohocken Borough
 (100%)
 School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$310,000.00
TAXABLE AMOUNT:	\$310,000.00
FEES / TAXES:	
Recording Fee:Deed	\$78.00
State RTT	\$3,100.00
Conshohocken Borough RTT	\$1,550.00
Colonial School District RTT	\$1,550.00
Total:	\$6,278.00

DEED BK 5886 PG 01212 to 01215
 Recorded Date: 08/26/2013 12:54:23 PM

I hereby CERTIFY that
 this document is
 recorded in the
 Recorder of Deeds
 Office in Montgomery
 County, Pennsylvania.



Nancy J. Becker

Nancy J. Becker
 Recorder of Deeds

PLEASE DO NOT DETACH
 THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Prepared By: **Services Investors, LLC d/b/a Services
Abstract Company
ATTN: Tamarie Luzio
794 Penlyn Blue Bell Pike, Suite 120
Blue Bell, PA19422
Phone: 215-654-6160**

Return To: **Services Investors, LLC d/b/a Services
Abstract Company
ATTN: Tamarie Luzio
794 Penlyn Blue Bell Pike, Suite 120
Blue Bell, PA19422
Phone: 215-654-6160**

**Parcel: 05-00-09160-20-4
447 West 6th Avenue,
File No. 509-002092**

DEED

Prepared By: **Services Investors, LLC d/b/a Services
Abstract Company
ATTN: Taramarie Luzio
794 Penllyn Blue Bell Pike, Suite 120
Blue Bell, PA19422
Phone: 215-654-6160**

Return To: **Services Investors, LLC d/b/a Services
Abstract Company
ATTN: Taramarie Luzio
794 Penllyn Blue Bell Pike, Suite 120
Blue Bell, PA19422
Phone: 215-654-6160**

**05-00-09160-20-4
447 West 6th Avenue, Conshohocken,
PA 19428
File No. 509-002092**

Fee Simple Deed

This Deed, made on August 9th, 2013, between,

Anne Siegfried n/b/m Anne O'Hagan

hereinafter called the Grantor of the one part, and

Derek I. Dalmolin

hereinafter called the Grantee of the other part,

Witnesseth, that in consideration of **Three Hundred Ten Thousand and 00/100 Dollars, (\$310,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his/her/their heirs and assigns, as **SOLE OWNER**;

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected,

SITUATE in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described according to a Plan of property of Ralph Philomeno made by Donald H. Schurr, Civil Engineer, Plymouth Meeting, Pennsylvania, dated December 14, 1990 and revised May 02, 1991, as follows, to wit:

BEGINNING at a point of intersection of the center line of Sixth Avenue (80 feet wide) and the Southeasterly side of Colwell Lane (60 feet wide); thence along said center line of Sixth Avenue, South 43 degrees 26 minutes East a distance of 100.7 feet to a point; thence South 46 degrees 34 minutes West a distance of 40 feet to a point; a corner on the Southwesterly side of Sixth Avenue; thence along said Southwesterly side of Sixth Avenue, South 43 degrees 26 minutes East a distance of 42 feet to the point of beginning; thence continuing South 43 degrees 26 minutes East a distance of 21 feet to a point; a corner; thence South 46 degrees 34 minutes West, through the center line of a party wall between Lot #2 and Lot #4, a distance of 102.38 feet to a point, a corner; thence North 43 degrees 26 minutes West a distance of 21 feet to a point; a corner; thence North 46 degrees 34 minutes East a distance of 102.38 feet to the point of beginning.

BEING Lot #4.

PARCEL NO. 05-00-09160-20-4

BEING the same premises which Martin J. Norton, by Deed dated 11-05-09 and recorded 11-09-09 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5749, Page 2363, granted and conveyed unto Anne Siegfried.

And the said Grantor does hereby covenant to and with the said Grantee that he/she/they, the said Grantor, his/her/their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, his/her/their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/they or any of them.

In witness whereof, the said Grantor have caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Witness _____ Anne Siegfried now by marriage Anne O'Hagan
Anne Siegfried n/b/m Anne O'Hagan

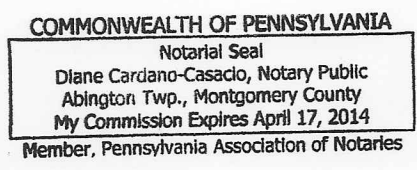
State/Commonwealth of PENNSYLVANIA

County of MONTGOMERY

On this AUGUST 9, 2013 before me, the undersigned officer, personally appeared **Anne Siegfried n/b/m Anne O'Hagan**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Diane Cardano-Casacio
Notary Public



DEED

File No. 509-002092

Grantor: Anne Siegfried n/b/m Anne O'Hagan

Grantee: Derek I. Dalmolin

I certify the address of the Grantee to be, and mail tax bill to:

447 W. 6th Ave, Conshohocken, PA 19428

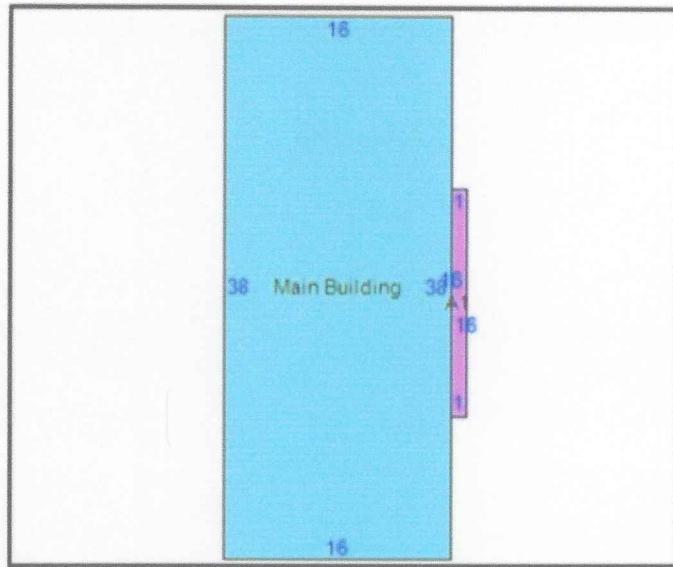
Certified by: [Signature]

Premises: 447 West 6th Avenue, Conshohocken, , Montgomery County, State/Commonwealth of Pennsylvania

PARID: 050009160204

DALMOLIN DEREK IAN & MAKENZIE NEWMAN

447 W SIXTH AVE



Options

Type	Line #	Item	Area
Dwelling	0	Main Building	608
Dwelling	1	A1 - 16.FrOvr	16

PARID: 050009160204
DALMOLIN DEREK IAN & MAKENZIE NEWMAN

447 W SIXTH AVE



PARID: 050009160204

DALMOLIN DEREK IAN & MAKENZIE
NEWMAN

447 W SIXTH AVE

Lot Information

Lot Size	2142 SF
Lot #	4
Remarks	21 X 102 2142 SF
Remarks	
Remarks	

PARID: 050009160204

DALMOLIN DEREK IAN & MAKENZIE
NEWMAN

447 W SIXTH AVE

Residential Card Summary

Card	1
Land Use Code	1101
Building Style	TOWNHOUSE
Number of Living Units	1
Year Built	1992
Year Remodeled	
Exterior Wall Material	ALUM/VINYL
Number of Stories	2
Square Feet of Living Area	1,232
Total Rms/Bedrms/Baths/Half Baths	6/3/1/2
Basement	FULL
Finished Basement Living Area	
Rec Room Area	
Unfinished Area	
Wood Burning Fireplace	
Pre Fab Fireplace	
Heating	CENTRAL WITH A/C
System	WARM FORCED AIR
Fuel Type	GAS
Condo Level	1
Condo/Townhouse Type	CORNER
Attached Garage Area	
Basement Garage No. of Cars	1



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE APRIL 17, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-03

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on April 17, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: TS 16, LLC
15 St. Asaphs Road, Bala Cynwyd, PA 19004

PREMISES INVOLVED: 5 Colwell Lane
Conshohocken, PA 19428
LI - Limited Industrial District/Research
FP - Floodplain Conservation District

OWNER OF RECORD: TS 16, LLC
15 St. Asaphs Road, Bala Cynwyd, PA 19004

The petitioner is appealing a zoning enforcement notice and seeking a variance from Sections 27-817.H.(2), 27-817.H.(3), 27-1404.9, 27-1714 and 27-1726.1F of the Conshohocken Zoning Ordinance related to outdoor storage of materials and materials that may be transferred off the lot by natural causes or forces within the floodplain conservation overlay district. The petitioner is proposing continuation of an existing nonconforming use under Section 27-701.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Zoning Application

Application: 2-2023-03
Date Submitted: 2/10/23
Date Received: 2/10/23

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other Continuation of Non-Conforming Use

2. Section of the Zoning Ordinance from which relief is requested:

27-817H(2), 27-817H(3), 27-1404.9, 27-1714 and 1726.1.F

3. Address of the property, which is the subject of the application:

5 Colwell Lane, Conshohocken, PA

4. Applicant's Name: TS 16 LLC

Address: 15 St. Asaphs Road

Phone Number (daytime): 610 888 3035

E-mail Address: soldonmike@gmail.com

5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant

6. Property Owner: TS 16, LLC

Address: 15 St. Asaphs Road, Bala Cynwyd, PA 19004

Phone Number: 610 888 3035

E-mail Address: soldonmike@gmail.com

7. Lot Dimensions: irregular Zoning District: LI-Limited Industrial

8. Has there been previous zoning relief requested in connection with this Property?

Yes No If yes, please describe.

None by current owner. Prior zoning history is not known.

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

The property is an irregularly shaped lot, 1.103 acres in size improved with a 1 story masonry garage building of approx 1650 Square feet in area. The property is used as a contractor's office with storage and parking and as contractor's yards for two other businesses. See Deed, Exhibit "A", Survey, Exhibit "B."

10. Please describe the proposed use of the property.

Same as above.

11. Please describe proposal and improvements to the property in detail.

None proposed.

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

Applicant appeals the determination of the Zoning Officer dated January 12, 2023, attached as Exhibit C. See paragraph 14, below. Additionally, the current use should be permitted as a continuation of the pre-existing non conforming use, applicant seeks a variance from the provisions of the ordinance per Section 2, above and applicant is awaiting copies of flood maps from FEMA to ascertain the accuracy of the conclusions of the Zoning Officer. Applicant reserves all rights and remedies at law and in equity including those afforded by the Pennsylvania and United States Constitutions.

13. If a Variance is being requested, please describe the following:

a. The unique characteristics of the property: Most of the property is located within the flood plain district based upon the maps relied upon by the Borough staff.

b. How the Zoning Ordinance unreasonably restricts development of the property:

The property has historically been used as an office and storage yard and that use should be permitted to continue. The use of the property pre-dates the provisions of the zoning code relating to floodplains. The property cannot be reasonably adapted to another use, without complete redevelopment. The property's current use is entirely consistent with the neighboring properties and the actions of the enforcement officer concerning this property are inconsistent with the actions of the zoning officer concerning other similar properties.

c. How the proposal is consistent with the character of the surrounding neighborhood. _____

The current use is entirely consistent with the LI zoning district and with neighboring uses as well as the uses in other flood plain areas in the borough.

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

Applicant seeks approval to use the property in manner consistent with historical uses of the property and neighboring properties.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

By way of example and not limitation Code sections 27-817 h(2), 27-817 h (3), 27-1409.9, 27-1714 and 27-1726.1 F. See letter of January 12, 2023, Exhibit "C". The zoning officer also references Chapter 13 concerning "Licenses, Permits and General Business Regulations all of which are disputed.

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

By way of example and not limitation, the zoning officer's determinations are in error as follows: 27-817 H(2)- the property is not used for outdoor storage of "fuel, raw materials and products." Rather is used as a contractors office and storage as permitted in the LI district consistent with many other neighboring properties. 27-817 h (3) There are no materials which may be transferred off the lot by "natural forces". 27-1404.9- The use of the property complies with applicable law and regulation. 27-1714 It is unclear which of the 11 provisions of this section the zoning officer contends applicant has violated. 27-1726.1 F Applicant is not aware of any "buoyant, flammable or explosive" material stored on the property. Chapter 13- This is not the zoning code and the zoning officer's reference thereto in a notice of zoning violation is improper. By way of

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

Appeal from zoning officer's determination 27-307, 27-605 and for variance, in the alternative and for continuation of non-conforming use 27-701 et seq.

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

All sections referenced by the zoning officer in Exhibit "C"

c. Please describe in detail the reasons why the requested relief should be granted.

See all prior responses

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: Daniel S. Coval, Jr., Esquire

b. Address: 15 St. Asaphs Road, Bala Cynwyd, PA 19004

c. Phone Number: 610 617 1776

d. E-mail Address: dcoval@amillerlaw.com

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

TS 16, LLC

Applicant

Michael Reed

Legal Owner

10 February, 2023

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

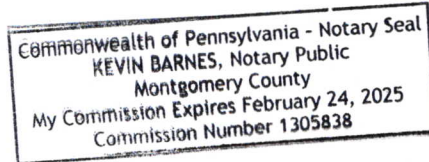
As subscribed and sworn to before me this 10th day of February

February, 2023

[Signature]

Notary Public

(Seal)





BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

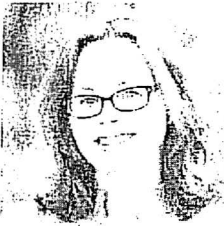
BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: _____

Exhibit “A”

Deed



DEED BK 6032 PG 00240 to 00242.1
 INSTRUMENT # : 2017007630
 RECORDED DATE: 01/27/2017 10:45:13 AM



3434607-0006Q

RECORDER OF DEEDS
 MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4


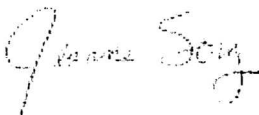
Document Type: Deed	Transaction #: 3510441 - 1 Doc (s)
Document Date: 01/17/2017	Document Page Count: 2
Reference Info:	Operator Id: msanabia

RETURN TO: (Wait) MONTGOMERY COUNTY TAX CLAIM BUREAU ONE MONTGOMERY PLAZA SUITE 610 NORRISTOWN, PA 19401	PAID BY: MONTGOMERY COUNTY TAX CLAIM BUREAU
--	---

PROPERTY DATA:

Parcel ID #: 05-00-00108-00-4
 Address: 5 COLWELL LN
 PA
 Municipality: Conshohocken Borough (100%)
 School District: Colonial

ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT: \$300,000.00	DEED BK 6032 PG 00240 to 00242.1
TAXABLE AMOUNT: \$290,941.00	Recorded Date: 01/27/2017 10:45:13 AM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee: Deed \$95.00	  Jeanne Sorg Recorder of Deeds
Affidavit Fee \$1.50	
State RTT \$2,909.41	
Conshohocken Borough RTT \$1,454.70	
Colonial School District RTT \$1,454.71	
Total: \$5,915.32	

2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL

Case# 2017-03193-0 Docketed at Montgomery County Recorder of Deeds

Prepared by: Montgomery County Tax Claim Bureau
Returned To: Montgomery County Tax Claim Bureau
Parcel No. 05-00-00108-00-4

RECORDER OF DEEDS
MONTGOMERY COUNTY

2017 JAN 27 A 9 22

**TAX CLAIM BUREAU DEED
UPSET SALE**

This Deed Made this 17th day of January, 2017
Between the TAX CLAIM BUREAU, of the County of Montgomery, Pennsylvania, as Trustee,
Grantor, and

**TS 16, LLC
15 ST. ASAPHS ROAD
BALA CYNWYD, PENNSYLVANIA 19004**

GRANTEE, his, her or their heirs, assigns, and successors.

Witnesseth, that in consideration of \$300,000.00 in hand paid, receipt whereof is hereby
acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his, her,
their heirs, assigns and successors, in accordance with the Real Estate Tax Sale Law of July 7,
1947, P.L. 1368, as amended, (72 P.S. 5860.101 et seq.)

ALL THAT CERTAIN PROPERTY SITUATE AND BEING KNOWN AS

**BLOCK 006 UNIT 030
5 COLWELL LN
Conshohocken
County of Montgomery
Commonwealth of Pennsylvania
Parcel No. 05-00-00108-00-4**

"Being the property formerly owned or reputed to be owned by WRUBEL BERENICE, the
same having been sold at Upset Sale held on September 22, 2016 under the provisions of the
Real Estate Tax Sale Law.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-00108-00-4 CONSHOHOCKEN

5 COLWELL LN
WRUBEL BERENICE
B 006 U 030 L 4280 DATE: 01/27/2017

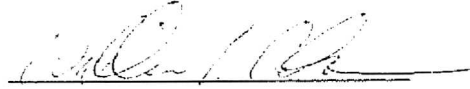
\$15.00
TG

{00488826;v1}

Case# 2017-03193-0 Docketed at Montgomery County Prothonotary on 02/16/2017 9:36 AM, Fee = \$270.00

In Witness Whereof, said Grantor has hereunto caused this Deed to be executed by its Director the day and year first above written.

Tax Claim Bureau of Montgomery County, Trustee



First Deputy Director of Tax Claim

COMMONWEALTH OF PENNSYLVANIA }ss:
COUNTY OF MONTGOMERY

On this, the 19th day of January, 2016, before me, the undersigned officer, personally appeared William Caldwell, First Deputy Director of the Tax Claim Bureau of the County of Montgomery, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained

In Witness Whereof, I have hereunto set my hand and official seal.

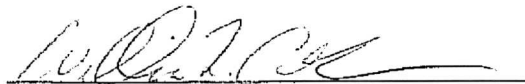


PROTHONOTARY

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is:

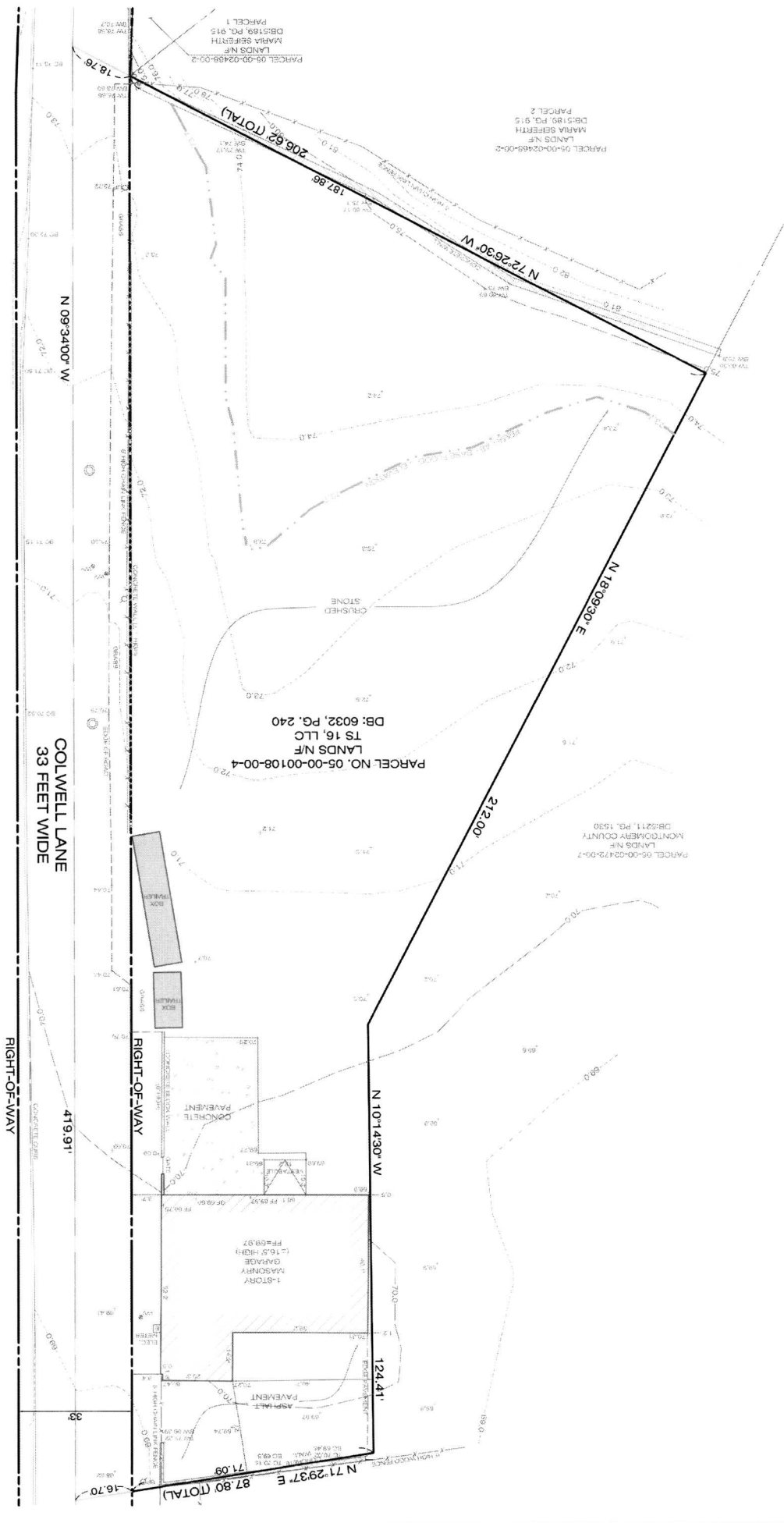
**TS 16, LLC
15 ST. ASAPHS ROAD
BALA CYNWYD, PENNSYLVANIA 19004**



For the Grantee

Exhibit “B”

Survey



PARCEL 1
 MARIA SHERBETH
 LANDS N/F
 DB:5189, PG. 915
 PARCEL 05-00-02469-00-2

PARCEL 2
 MARIA SHERBETH
 LANDS N/F
 DB:5189, PG. 915
 PARCEL 05-00-02469-00-2

206.62 (TOTAL)

N 72°26'30" W

N 09°34'00" W

N 18°09'30" E

PARCEL NO. 05-00-00108-00-4
 LANDS N/F
 TS 16, LLC
 DB: 6032, PG. 240

PARCEL 06-00-02472-00-7
 LANDS N/F
 MONTGOMERY COUNTY
 DB:5211, PG. 1530

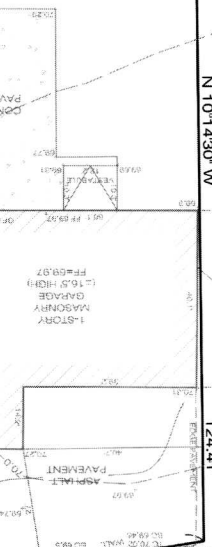
212.00

COLWELL LANE
 33 FEET WIDE

RIGHT-OF-WAY

419.91'

RIGHT-OF-WAY



N 10°14'30" W

124.41'

N 71°29'37" E
 87.80 (TOTAL)

33'

16.70'

Exhibit “C”
Zoning Officer’s Letter



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serma, Member
Karen Tutino, Member

Stephanie Cocco
Borough Manager

SENT VIA CERTIFIED MAIL AND U.S. MAIL

January 12, 2023

TS 16, LLC
15 St. Asaphs Road
Bala Cynwyd, PA 19004

**Re: 5 Colwell Lane
ZONING ENFORCEMENT NOTICE**

Please be advised, the subject property is in violation of the terms of the Borough Zoning Code. Specifically, all objects located on a property within the Floodplain Conservation District pose a potential risk to human, animal, and plant life by impounding floodwater and raising flood elevations. Additionally, any object that is not permanently affixed to the ground can be washed away by floodwaters, creating a safety hazard by obstructing and/or contaminating waterways. Therefore, all objects that are in violation of the outlined ordinances shall be removed from the property.

Based on visual observations from our Building Codes Inspector, there are materials currently stored on-site; including but not limited to, box trailers, large cable/wire spools, port-o-potties, and trash dumpster. Along with these unsecured materials, with the exception of the trash dumpster, there are contractor company vehicles that are parked on-site and which are not accessory to the current landscaping business; and therefore, is in violation of *Chapter 13 – Licenses, Permits, and General Business Regulations* of Conshohocken Borough's Code of Ordinances since there are no record of licensing nor permits of the additional use for the lot in the Borough records.

In addition, an unscreened outdoor trash dumpster has been placed adjacent the entrance to the existing building for the current landscaping business. The trash dumpster must be placed inside the building.

All unsecured materials observed on-site are located within the Floodplain Conservation District. Therefore, the property remains in violation of Zoning Code Sections 27-817.H(2) and (3), -1404.9, -1714, and -1726.1.F.

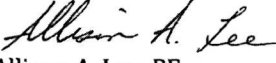
By **February 13, 2023**, you must come into compliance with the Borough ordinance by removing all existing box trailers and unsecured materials from within the Floodplain Conservation District.

YOU HAVE THE RIGHT TO APPEAL TO THE ZONING HEARING BOARD WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE.

YOUR FAILURE TO COMPLY WITH THIS NOTICE WITHIN THE TIME SPECIFIED UNLESS EXTENDED BY APPEAL TO THE ZONING HEARING BOARD CONSTITUTES A VIOLATION OF THE ZONING ORDINANCE WHICH MAY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE BOROUGH. EACH DAY THAT THE VIOLATION CONTINUES MAY CONSTITUTE A SEPARATE VIOLATION.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,


Allison A. Lee, PE
Zoning Officer
PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE AUGUST 21, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-15

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on August 21, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: TS 16, LLC
15 St. Asaph's Road, Bala Cynwyd, PA 19004

PREMISES INVOLVED: 5 Colwell Lane
Conshohocken, PA 19428
LI - Limited Industrial District/Research
FP - Floodplain Conservation District

OWNER OF RECORD: TS 16, LLC
15 St. Asaph's Road, Bala Cynwyd, PA 19004

The petitioner is appealing the three (3) zoning Use & Occupancy permit application denials for the site and is seeking a Special Exception pursuant to Sections 27-703.B & E and a Variance from Sections 27-1713, 27-1703, 27-817.H.(3), 27-1402, 27-1714.1.A & H, 27-1713, 27-1717, 27-1718, 27-1718.2, and 27-1718.3 of the Conshohocken Zoning Ordinance related to multiple uses permitted on the site; outdoor storage of materials and materials that may be transferred off the lot by natural causes or forces; and variance conditions within the floodplain conservation overlay district. The petitioner is proposing continuation of an existing nonconforming status of the site under Part 7 of the Zoning Ordinance.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Zoning Application

Application: Z-2023-15
Date Submitted: 7/20/23
Date Received: 7/20/23

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other Continuation of a non-conforming use

2. Section of the Zoning Ordinance from which relief is requested:

See attached.

3. Address of the property, which is the subject of the application:

5 Colwell Lane, Conshohocken, PA

4. Applicant's Name: TS 16, LLC

Address: 15 St. Asaph's Road, Bala Cynwyd, PA 19004

Phone Number (daytime): (610) 888-3035

E-mail Address: soldonmike@gmail.com

5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant

6. Property Owner: TS 16, LLC

Address: 15 St. Asaph's Road, Bala Cynwyd, PA 19004

Phone Number: (610) 888-3035

E-mail Address: soldonmike@gmail.com

7. Lot Dimensions: Irregular Zoning District: L1 - Limited Industrial

8. Has there been previous zoning relief requested in connection with this Property?

Yes No If yes, please describe.

There is a pending Zoning Application filed February 10, 2023, appealing a January 12, 2023 determination of the Zoning Officer and requesting other relief.

That appeal is designated 7-2023-03. This Application should be made part of that application or, in the alternative, consolidated with it.

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

See attached Supplement to Application.

10. Please describe the proposed use of the property.

See attached Supplement to Application.

11. Please describe proposal and improvements to the property in detail.

See attached Supplement to Application.

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

See attached Supplement to Application.

13. If a Variance is being requested, please describe the following:

See attached Supplement to Application.

a. The unique characteristics of the property: _____

b. How the Zoning Ordinance unreasonably restricts development of the property:

c. How the proposal is consistent with the character of the surrounding neighborhood. _____

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer. See attached Supplement to Application.
- a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

15. If the Applicant is requesting any other type of relief, please complete the following section. See attached Supplement to Application.

a. Type of relief that is being requested by the applicant.

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

c. Please describe in detail the reasons why the requested relief should be granted.

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: Daniel S. Coval, Jr., Esquire

b. Address: 15 St. Asaph's Road, Bala Cynwyd, PA 19004

c. Phone Number: (610) 617-1776

d. E-mail Address: dcoval@amillerlaw.com

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

TS 16, LLC

Applicant

Michael Bauer

7-19-23

Legal Owner

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

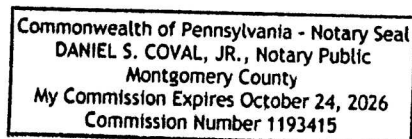
As subscribed and sworn to before me this 19th day of

July 2023

[Handwritten Signature]

Notary Public

(Seal)





BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: _____

SUPPLEMENT TO ZONING APPEAL
APPEAL OF TS 16, LLC
Property at 5 Colwell Lane, Conshohocken, PA

The following Supplement includes the information requested in the Zoning Application. The numbered paragraphs of this Supplement conform with the printed form Zoning Application.

9. Please describe the present use of the property, including any existing improvements, and the dimensions of any structures on the property.

The property is an irregularly shaped lot, 1.103 acres in size, improved with a one-story masonry garage building with a footprint of approximately 3,300 square feet. The building has a vestibule and there are paved areas adjacent to the building. There is also a small trailer and porta potties on the site. The building is used for storage and office by a landscaping contractor, with adjacent parking, and has been used for similar uses for many years. Other areas of the property are used by two contractor tenants for parking and dispatch of vehicles. The property is divided into three areas by owner, designated A, B and C, as shown on the attached Plan, which are leased to the tenants.

10. Please describe the proposed use of the property.

No change of the present use is proposed. Rather, Applicant seeks approval of the present use(s).

11. Please describe proposal and improvements to the property in detail.

No improvements are proposed. Applicant appeals the determinations of the Zoning Officer, who denied applications for use and occupancy permits for each of the the three uses. Applicant asserts that the current use(s) of the property should be permitted for the reasons set forth at length in this Application. A copy of the Deed of January 17, 2017, vesting title to the property in Applicant, is attached as Exhibit “A”. A copy of a site plan of the property is attached as Exhibit “B”.

12. Please describe the reasons Applicant believes that the requested relief should be granted.

Applicant appeals three determinations of the Zoning Officer dated June 22, 2023, which are attached as Exhibits C-1, C-2 and C-3. The Zoning Officer’s decisions denied applications by the Applicant for use and occupancy permits for the property. In the alternative to appealing the zoning officer’s determination, the Applicant seeks variances to allow the uses, if required, and also asserts that the uses are non-conforming uses which are entitled to remain and seeks a special exception, if necessary, to expand the non-conforming use. The determinations made in each of the Zoning Officer’s letters are addressed separately as follows:

C-1 – Novvex Green, LLC d/b/a Patkin Landscaping – Permit Application # 23-00427

The Applicant agrees with the Zoning Officer’s determination that the current use of the Property by Novvex Green, LLC, d/b/a Patkin Landscaping (“Patkin”) is a pre-

existing, non-conforming use which may continue. To the extent that the Zoning Officer's determination is that the use of the property by Patkin is other than a lawful use, Applicant appeals that determination. To the extent that the Zoning Officer's determination is interpreted to hold that any portion or aspect of the use of the property by Patkin is unlawful because it violates the Code or is outside of the scope of the pre-existing non-conformity, Applicant challenges that determination and, in the alternative, requests variance(s) to allow the current use to remain.

Applicant challenges the Zoning Officer's determination that the non-conforming use does not extend to the entire tract, if that is her determination. In the alternative, Applicant requests a variance from Section 27-1713 of the Borough Zoning Ordinance (the "Code"), and any other applicable provisions, to permit the existing use in the Floodplain Conservation District ("FCD").

Applicant appeals the Zoning Officer's determination that the existing trash dumpster located outside the building may be transferred off the property by natural causes or force and therefore is in violation of Section 27-817.H(3) of the Code. In the alternative, if it is determined that the dumpster violates the Code, Applicant seeks a variance from Section 27-817.H(3) of the Code to allow the dumpster to remain.

Applicant also appeals the Zoning Officer's determination that, since the Borough of Conshohocken "does not have record of the portion of the property identified in the permit application as Section "A" and no outdoor storage of materials or waste may be transferred off the lot by natural causes or forces is permitted, the permit application is denied at this time". Applicant appeals the denial of the permit for the use. In the

alternative, Applicant avers that the current use by Patkin is permitted as the continuation of a pre-existing, non-conforming use. In the alternative, and if necessary, Applicant requests a variance from the Code Section 27-1713 and any other provisions of the Code cited in the letter to allow the described use.

C-2 – Safe Zone Line Services, LLC – Permit Application # 23-00428

Applicant appeals the Zoning Officer’s determinations in her letter of June 22, 2023, attached hereto as C-2, relating to the use and occupancy permit application for Safe Zone Line Services, LLC (“Safe Zone”). Applicant appeals the Zoning Officer’s determinations as follows.

Applicant appeals any implied determination by the Zoning Officer that portions of this commercial zoned property cannot be leased to or used by more than one entity. Applicant has leased portions of this property to three separate tenants, each of whom occupies a designated area. Nothing in the Zoning Code prohibits the occupancy of a commercial property by more than one tenant or requires subdivision of a property to permit multiple uses. To the extent that the Zoning Code prohibits use of a single property by multiple tenants, Applicant seeks a variance from any applicable provisions of the Code, which Code sections are not cited by the Zoning Officer, to permit the use.

Applicant appeals the Zoning Officer’s characterization of the extent of the FEMA floodplain on the property and will show the actual extent of the floodplain through evidence presented at hearing. Therefore, Applicant appeals the Zoning Officer’s determination that, in accordance with Sections 27-1702.1 and 27-1709.1.B, the entirety of the property is subject to the FP – Floodplain Conservation Overlay District.

Applicant agrees with the Zoning Officer's determination that the use of the property by Safe Zone, for parking of vehicles, and as an area for staging and dispatching of its vehicles, is a "warehouse, storage or distribution center". See Code 27-1402.F and I (use of the "same general character" permitted). Applicant also asserts that prior owners of the property had used the entire property for parking and dispatch of commercial vehicles, and this use is a pre-existing, non-conforming use, or a use of the same general character as the pre-existing, non-conforming use and is entitled to continue pursuant to Part 7 of the Zoning Code, 27-701 – 27-704. To the extent it is determined that the pre-existing, non-conforming use did not extend throughout the portion of the Property occupied by Safe Zone, then Applicant seeks a special exception for other required relief pursuant to Code Section 27-703(A), (B), (D) and (E), and applicable law, extension or expansion of that use. To the extent the Zoning Officer has determined that the current use is different than the pre-existing, non-conforming use, then Applicant appeals that determination and, in the alternative, seeks a special exception pursuant to Code § 27-703(B) to change to a non-conforming use which is equally appropriate or more appropriate to the LI District and is no more detrimental. In the alternative, Applicant seeks a variance from Sections 27-1402, 27-1713 and 27-1703, and any other Code section set forth in the Zoning Officer's letter, as appropriate, to allow the use of the property by Safe Zone as currently conducted.

Applicant appeals the determination of the Zoning Officer that the existing trailers, equipment (which term is not further defined), porta-potty, and loose materials on the site are in violation of Section 27-817.H(3) of the Code and must be removed. In the

alternative, Applicant seeks a variance from Code Section 27-817.H(3) to allow those items to remain on the property.

Applicant appeals the Zoning Officer's determination that, pursuant to Section 27-1714.1(A) and (H) of the Code, the use by the Applicant is a parking lot or otherwise prohibited within the Floodplain Conservation District ("FCD"). In the alternative, the Applicant seeks a variance from Code Section 27-817.H(3) and 27-1714.1.A and H, and pursuant to 27-1717, 27-1718, including 27-1718(3), and any other applicable Code provisions, to permit outdoor storage of materials, permanent structures, and to utilize the site for parking and dispatch of contractor vehicles and equipment within the floodplain.

Applicant appeals the Zoning Officer's determination denying a permit for the Safe Zone use. See Exhibit C-2.

C-3, letter of June 22, 2023 regarding Asplundh Tree Expert, LLC – 5 Colwell Lane (Section C) – Permit Application # 23-00429

Applicant appeals the Zoning Officer's determinations in its letter of June 22, 2023, attached hereto as C-3, relating to the use and occupancy permit application for Asplundh Tree Expert, LLC ("Asplundh"). Applicant appeals the Zoning Officer's determinations as follows.

Applicant appeals any implied determination by the Zoning Officer that portions of this commercial zoned property cannot be leased to or used by more than one entity. Applicant has leased portions of this property to three separate tenants, each of whom occupies a designated area. Nothing in the Zoning Code prohibits the occupancy of a commercial property by more than one tenant or requires subdivision of a property to

permit multiple uses. To the extent that the Zoning Code prohibits use of a single property by multiple tenants, Applicant seeks a variance from any applicable provisions of the Code.

Applicant appeals the Zoning Officer's characterization of the extent of the FEMA floodplain on the property and will show the actual extent of the floodplain through evidence presented at hearing. Therefore, Applicant appeals the Zoning Officer's determination in accordance with Sections 27-1702.1 and 27-1709.1.B that the entirety of the property is subject to the FP – Floodplain Conservation Overlay District.

Applicant agrees with the Zoning Officer's determination that the use of the property by Asplundh, for parking of vehicles, and as an area for staging and dispatching of its vehicles, is "a warehouse, storage or distribution center", permitted within the LI – Limited Industrial District. See Code 27-1402.F and I (use of "the same general character" permitted). Applicant also asserts that prior owners of the property had used the entire property for parking and dispatch of commercial vehicles, and this use is a pre-existing, non-conforming use, and is entitled to continue pursuant to Part 7 of the Zoning Code, 27-701 – 27-704. To the extent it is determined that the pre-existing, non-conforming use did not extend throughout the portion of the Property occupied by Asplundh, then Applicant seeks a special exception or other required relief pursuant to Code Section 27-703(A), (B), (D) and (E), and applicable law, to permit an extension or expansion of the pre-existing, non-conforming use. In the alternative, Applicant seeks a variance from Sections 27-1402, 27-1713 and 27-1703, and any other Code section set

forth in the Zoning Officer's letter, as appropriate, to allow the use of the property by Asplundh as currently conducted.

Applicant appeals the determination of the Zoning Officer that the existing portapotty is in violation of Section 27-817.H(3) of the Code and must be removed. In the alternative, Applicant seeks a variance from Code Section 27-817.H(3) to allow the portapotty to remain.

Applicant appeals the Zoning Officer's determination that, pursuant to Section 27-1714.1(A) and (H) of the Code, the use by the Applicant is a parking lot or otherwise prohibited within the Floodplain Conservation District. In the alternative, the Applicant seeks a variance from Code Section 27-817.H(3) and 27-1714.1.A and H, and pursuant to 27-1717, 27-1718, including 27-1718(3), and any other applicable Code provisions, to permit outdoor storage of materials, and to utilize the site for parking, permanent structures, and dispatch of contractor vehicles and equipment within the floodplain.

Applicant appeals the Zoning Officer's determination denying a permit for the Asplundh use. See Exhibit C-3.

13. If a Variance is being requested, please describe the following:

a. The unique characteristics of the property:

A substantial portion of the property is located within the Floodplain Conservation District based upon the maps relied upon by the Borough staff. However, Applicant believes that most, if not all, of the property is located within the floodplain fringe, or outside the floodplain, and is not subject to flooding. The location of the property within

the FCD is a unique characteristic of the property which unduly impacts its use and development.

b. How the Zoning Ordinance unreasonably restricts development of the property:

The property has historically been used as an office, warehouse and storage yard and that use should be permitted to continue. The use of the property predates the enactment of the provisions of the Zoning Code establishing the FCD. The property cannot reasonably be adapted to another use, without complete redevelopment. No use permitted within the floodplain is viable for the property and therefore the property will suffer a hardship if relief is not granted. The current use of the property is entirely consistent with the use of neighboring properties. The actions of the enforcement officer concerning this property are inconsistent with the actions of the zoning officer concerning other similar properties in this area and in the Borough.

c. How the proposal is consistent with the character of the surrounding neighborhood:

The current use is entirely consistent with the LI Zoning District and with neighboring uses as well as uses within the FCD areas in the Borough. The use is less intensive than others permitted in the FCD. The property, and the neighborhood, consists of similar, if not more intensive, commercial uses. The current use of the property is permitted in the LI District or is "of the same general character" as permitted uses and is not a prohibited use. See Code § 27-1402(I). The use of the property as proposed will not adversely affect public health, safety of the general welfare. There are no residential uses which are proximate to this property. There is substantial and unimpeded access to

and from the property. The proposed use of the property will not overburden municipal services, increase the Base Flood Elevation beyond the level permitted by the Code, or cause any impact off of the property.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

- a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence to the determination).**

Please see the attached letters, Exhibits C-1, C-2 and C-3. Applicant incorporates its prior statements in this Application, particularly those contained in response to Section 12 above. The applicable provisions of the Zoning Ordinance which are subject to challenge are set forth in the Zoning Officer's letter and set forth previously in this application, and are also set forth in response to Sections 15a and b.

- b. Please explain in detail the reasons why you disagree with the zoning officer's determination.**

Applicant incorporates the prior sections of this Application, particularly those set forth in Section 12. In further answer, and by way of example and not limitation, the Zoning Officer's determination that the uses of the property by Safe Zone and Asplundh are not permitted, non-conforming uses or reasonable continuations or extensions of the pre-existing uses is in error. The Zoning Officer's implied determination that no more than one tenant or entity may be permitted to occupy this property is an error. There is no provision in the Zoning Code which prohibits multiple tenants at the same commercial property. The Zoning Officer's determination relating to the flood zone of the property is

incorrect and the dimensions and nature of the floodplain will be shown by engineering testimony. The Zoning Officer's determination that the trailer, equipment, porta-potty and other materials are subject to being transferred off the lot by natural causes or forces is not correct. See 27-817.H(3). Further, the Applicant will demonstrate that the existing uses of the property, and these same proposed uses, do not result in an increase in the Base Flood Elevation of more than one foot at any point as required by Sections 27-1718(3), and if located in a floodway, will cause no increase in the BFE, and therefore, if required, a variance should be granted to permit the use of the property as currently exists 27-1718(2).

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

The Applicant is appealing the Zoning Officer's determinations, as indicated, and asserts that the uses of the property should be permitted as a continuation of the non-conforming use. If necessary, a special exception should be granted to permit a change of non-conforming use and expansion of the pre-existing, non-conforming use, pursuant to 27-701, 27-703. In the alternative, Applicant requests variances as previously set forth.

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

All sections referenced by the Zoning Officer in Exhibits C-1, C-2 and C-3, and previously in this Application, including the following:

- Appeal from the determinations of the Zoning Officer's letters dated June 22, 2023 attached as Exhibits C-1, C-2 and C-3.

- Variance from Section 27-1713 of the Code to permit existing uses in the Floodplain Conservation District.
- Variance, if necessary, from Code Section 27-817.H(3) to allow dumpster, trailer and porta-potty and other equipment to remain on property, for each of the tenants.
- Variance from Section 27-1402, if necessary, to permit use of property by existing tenants.
- Determination that the current uses of the property are a continuation of the previously existing, non-conforming uses.
- In the alternative, a special exception from Code Section 27-703.B and E, if required, to allow non-conforming use, which is equally appropriate or more appropriate in the LI District and is no more detrimental.
- A special exception pursuant to Code Section 27-703.B and E, and other applicable code sections, to permit expansion of existing, non-conforming use.
- Variance, if necessary, from Code Sections 27-817.H(3) and 27-1714.1(A) and (H) and any other applicable provisions to permit outdoor storage of materials and to utilize the site for parking of contractor vehicles and equipment within the floodplain.
- A variance pursuant to Code Sections 27-1713, 27-1717 and 27-1718, including 27-1718(3), to allow the existing/proposed use of the property within the floodplain.
- A variance from Section 27-1718(2) to allow for use within a floodway, if required.
- A request for relief from any other provisions of the Code referred to previously in this Application.

c. Please describe in detail the reasons why the requested relief should be granted.

The property is improved as a commercial property and has long been used for commercial purposes, as a contractor's office and for parking and storage associated with

that use. The Applicant is entitled to continue the non-conforming use of the property. The use of the property at present, by Safe Zone and Asplundh, is nothing more than a continuation of the prior, pre-existing contractor storage use. The use is reasonable and is consistent with the uses permitted in the underlying LI District.

The property, though located in a floodplain, is not subject to flooding. The proposed use will not increase the base flood elevation by more than one foot. Further, the use of the property for storage or parking of vehicles is consistent with both the LI District and the floodplain district.

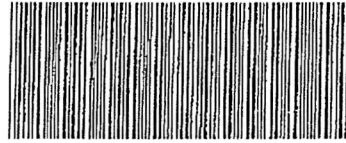
The grant of relief will not adversely affect the public health, safety or general welfare, and will cause no adverse effect. Without the grant of a variance from the floodplain regulations, this property will suffer a hardship as none of the uses permitted in the floodplain district are economically feasible for this property.

In further response, Applicant incorporates its prior statements in this Application.

EXHIBIT A



DEED BK 6032 PG 00240 to 00242.1
 INSTRUMENT # : 2017007630
 RECORDED DATE: 01/27/2017 10:45:13 AM



3434607-0006Q

RECORDER OF DEEDS
 MONTGOMERY COUNTY
 Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type: Deed	Transaction #: 3510441 - 1 Doc (s)
Document Date: 01/17/2017	Document Page Count: 2
Reference Info:	Operator Id: msanabia

RETURN TO: (Wait)
 MONTGOMERY COUNTY TAX CLAIM BUREAU
 ONE MONTGOMERY PLAZA SUITE 610
 NORRISTOWN, PA 19401

PAID BY:
 MONTGOMERY COUNTY TAX CLAIM BUREAU

PROPERTY DATA:
 Parcel ID #: 05-00-00108-00-4
 Address: 5 COLWELL LN
 Municipality: PA
 Conshohocken Borough
 (100%)
 School District: Colonial

ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT:
300,000.00
 TAXABLE AMOUNT:
290,941.00
 FEES / TAXES:

Recording Fee: Deed	\$95.00
Affidavit Fee	\$1.50
State RTT	\$2,909.41
Conshohocken Borough RTT	\$1,454.70
Colonial School District RTT	\$1,454.71
Total:	\$5,915.32

DEED BK 6032 PG 00240 to 00242.1
 Recorded Date: 01/27/2017 10:45:13 AM
 I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg

Jeanne Sorg
 Recorder of Deeds

Case# 2017-03193-0 Docketed via 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL

Prepared by: Montgomery County Tax Claim Bureau
Returned To: Montgomery County Tax Claim Bureau
Parcel No. 05-00-00108-00-4

RECORDER OF DEEDS
MONTGOMERY COUNTY
2017 JAN 27 A 9 22

**TAX CLAIM BUREAU DEED
UPSET SALE**

This Deed Made this 17th day of January, 2017
Between the TAX CLAIM BUREAU, of the County of Montgomery, Pennsylvania, as Trustee,
Grantor, and

**TS 16, LLC
15 ST. ASAPHS ROAD
BALA CYNWYD, PENNSYLVANIA 19004**

GRANTEE, his, her or their heirs, assigns, and successors.

Witnesseth, that in consideration of \$300,000.00 in hand paid, receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his, her, their heirs, assigns and successors, in accordance with the Real Estate Tax Sale Law of July 7, 1947, P.L. 1368, as amended, (72 P.S. 5860.101 et seq.)

ALL THAT CERTAIN PROPERTY SITUATE AND BEING KNOWN AS

**BLOCK 006 UNIT 030
5 COLWELL LN
Conshohocken
County of Montgomery
Commonwealth of Pennsylvania
Parcel No. 05-00-00108-00-4**

"Being the property formerly owned or reputed to be owned by WRUBEL BERENICE, the same having been sold at Upset Sale held on September 22, 2016 under the provisions of the Real Estate Tax Sale Law.

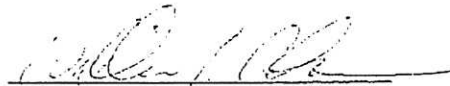
MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-00108-00-4 CONSHOHOCKEN
5 COLWELL LN
WRUBEL BERENICE \$15.00
B 006 U 030 L 4280 DATE: 01/27/2017 TG

{00488826;v1}

Case# 2017-03193-0 Docketed at Montgomery County Prothonotary on 02/16/2017 9:36 AM, Fee = \$270.00

In Witness Whereof, said Grantor has hereunto caused this Deed to be executed by its Director the day and year first above written.

Tax Claim Bureau of Montgomery County, Trustee

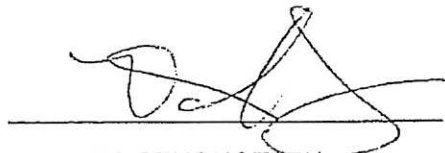


First Deputy Director of Tax Claim

COMMONWEALTH OF PENNSYLVANIA }ss:
COUNTY OF MONTGOMERY

On this, the 19th day of January, 2017, before me, the undersigned officer, personally appeared William Caldwell, First Deputy Director of the Tax Claim Bureau of the County of Montgomery, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained

In Witness Whereof, I have hereunto set my hand and official seal.



PROTHONOTARY

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is:

**TS 16, LLC
15 ST. ASAPHS ROAD
BALA CYNWYD, PENNSYLVANIA 19004**



For the Grantee

EXHIBIT B

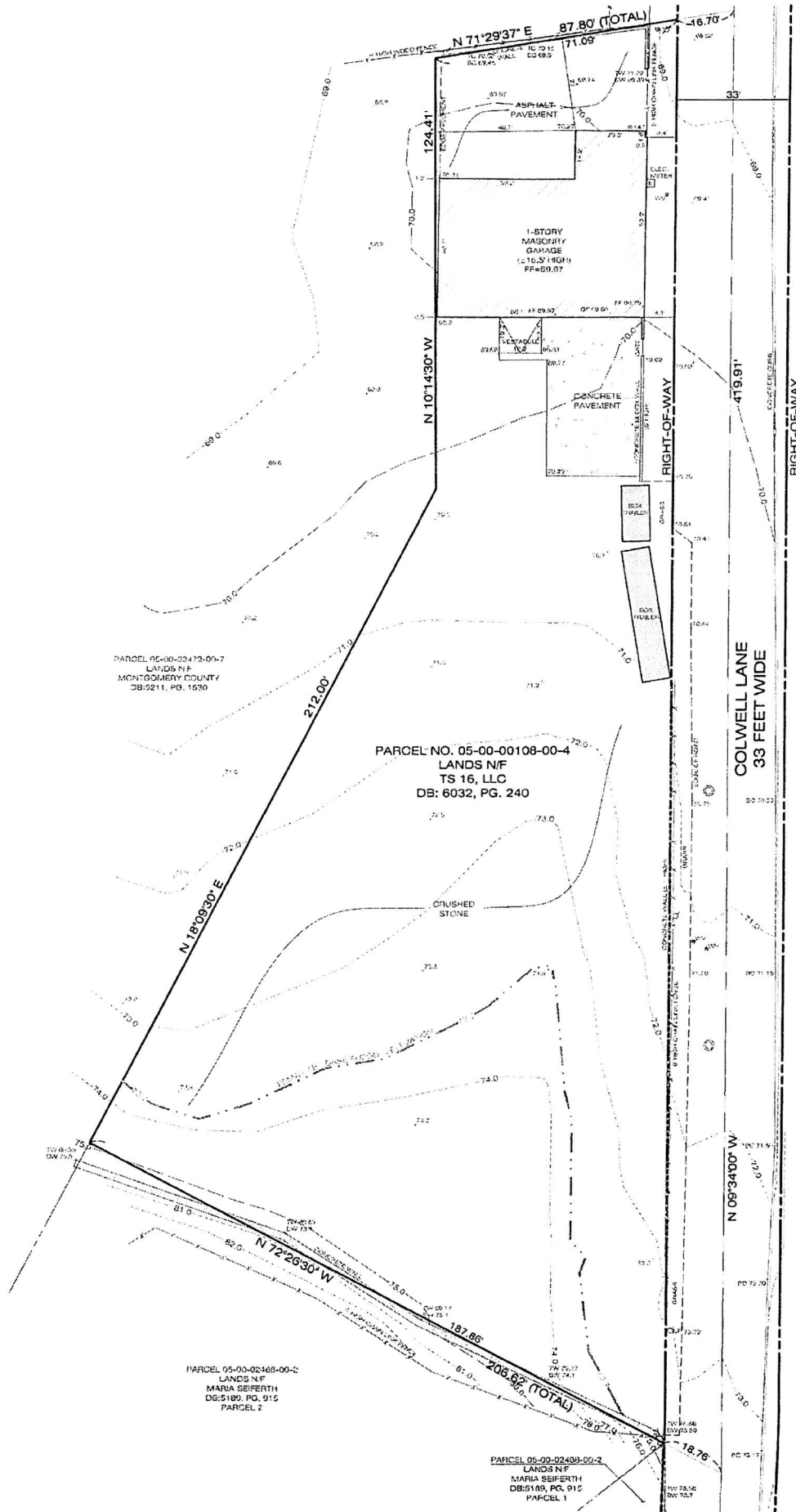


EXHIBIT C-1



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

June 22, 2023

Applicant:

Novvex Green, LLC, d/b/a Patkin Landscaping
Michael Sherick, Managing Member
613 Woodcrest Avenue
Ardmore, PA 19003

Property Owner:

TS 16, LLC
15 St. Asaphs Road
Bala Cynwyd, PA 19004

**Re: 5 Colwell Lane (Section "A")
Use and Occupancy (U&O) Permit Application #23-00427**

Conshohocken Borough is in receipt of your Use and Occupancy (U&O) Permit Application #23-00427 for Section "A" of the above referenced property. Upon review of this permit application, there is currently an active U&O permit for a landscaping business, and more specifically for a "warehouse" use to store landscaping equipment, which is utilizing the existing nonconforming building on the site. The current application states a change in tenant to "Novvex Green, LLC" (the prior application only identified the owner, TS 16, LLC). No change in use is stated. The Borough only has record of the above referenced property as one entire tract and does not have record of the portion of the above referenced property identified as Section "A" in the permit application. A site plan shall be provided documenting Section "A" of the above referenced property to accompany the U&O permit application.

The property is identified to be located within the LI - Limited Industrial District/Research. Based on the FEMA Flood Insurance Rate Map (FIRM), panel no. 42091C0358G, effective March 2, 2016, the majority of the property is located within Zone AE, which is determined by FEMA to be Special Flood Hazard areas with base flood elevations or depths defined. The remaining small sliver of the subject property along the southern property line is located within Zone X, which is determined by FEMA to be Other Areas of Flood Hazard of 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. In accordance with Sections §27-1702.1 and §27-1709.1.B of the Borough Zoning Ordinance, the property is subject to the FP - Floodplain Conservation Overlay District.

Per § 27-1402.F of the Borough Zoning Ordinance, the "warehouse, storage, or distribution center" use is a permitted use within the LI-Limited Industrial District/Research. However, per §27-1713 of the Borough Zoning Ordinance, a warehouse, storage, or distribution center use is not permitted by right within the Floodplain Conservation District. Since the above referenced property is also subject to the FP - Floodplain Conservation Overlay District the more restrictive provisions of the Zoning Ordinance shall apply in accordance with §27-1703 of the Borough Zoning Ordinance.

However, since the existing building and current use are considered nonconforming, the nonconforming status shall continue, and a property may continue to be used as nonconforming until it complies with the requirements of the Zoning Ordinance in accordance with §27-703 and §27-1715 of the Borough Zoning Ordinance. To the extent any change in use (rather than just a change in tenant) is proposed, the Borough reserves the right to review such change in use.

Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing trash dumpster located outside and adjacent the existing building is in violation of §27-817.H.(3). The existing outdoor trash dumpster will need to be relocated inside the existing nonconforming building; be removed off-site; or otherwise, a variance from Zoning Ordinance Section §27-817.H.(3) for approval by the Conshohocken Borough Zoning Hearing Board is required to permit the outdoor storage of materials within the floodplain.

Should any variances be granted, compliance to the technical provisions of Part 17 of the Floodplain Conservation Overlay District, Article G shall be required.

Since the Borough of Conshohocken does not have record of the portion of the property identified in the permit application as Section "A"; and no outdoor storage of materials or waste that may be transferred off the lot by natural causes or forces is permitted, this U&O permit application is **denied** at this time.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,



Allison A. Lee, PE

Zoning Officer

PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small

EXHIBIT C-2



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

June 22, 2023

Applicant:

Safe Zone Line Services, LLC
Victoria Legra, Supervisor
234 Dogwood Drive
Crawfordville, FL 32327

Property Owner:

TS 16, LLC
15 St. Asaphs Road
Bala Cynwyd, PA 19004

**Re: 5 Colwell Lane (Section "B")
Use and Occupancy (U&O) Permit Application #23-00428**

Conshohocken Borough is in receipt of your Use and Occupancy (U&O) Permit Application #23-00428 for Section "B" of the above referenced property. Upon review of this permit application, the Borough only has record of the above referenced property as one entire tract and does not have record of the portion of the above referenced property identified as Section "B" in the permit application. A site plan shall be provided documenting Section "B" of the above referenced property to accompany the U & O permit application.

The property is identified to be located within the LI - Limited Industrial District/Research. Based on the FEMA Flood Insurance Rate Map (FIRM), panel no. 42091C0358G, effective March 2, 2016, the majority of the property is located within Zone AE, which is determined by FEMA to be Special Flood Hazard areas with base flood elevations or depths defined. The remaining small sliver of the subject property along the southern property line is located within Zone X, which is determined by FEMA to be Other Areas of Flood Hazard of 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. In accordance with Sections §27-1702.1 and §27-1709.1.B of the Borough Zoning Code, the property is subject to the FP - Floodplain Conservation Overlay District.

Per § 27-1402.F of the Borough Zoning Ordinance, the "warehouse, storage, or distribution center" use is a permitted use within the LI-Limited Industrial District/Research. However, per §27-1713 of the Borough Zoning Ordinance, a warehouse, storage, or distribution center use is not permitted by right within the Floodplain Conservation District. Since the above referenced property is also subject to the FP - Floodplain Conservation Overlay District the more restrictive provisions of the Zoning Ordinance shall apply in accordance with §27-1703 of the Borough Zoning Ordinance. A variance from §27-1713 of the Borough Zoning Code for approval from the Conshohocken Borough Zoning Hearing Board is required to permit the proposed new use to be located within the FP - Floodplain Conservation Overlay District.

Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing trailers, equipment, port-a-potty, and loose materials currently stored onsite is in violation of §27-817.H.(3). The existing loose materials will be required to be removed off-site. In addition, pursuant to §27-1714.1.A and H of the Zoning Ordinance, no new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences, shall be permitted in the floodway or the one-hundred-year floodplain and parking lots are prohibited uses within the Floodplain Conservation Overlay District. A variance from Zoning Ordinance Sections §27-817.H.(3) and §27-1714.1.A and H for approval by the Conshohocken Borough Zoning Hearing Board is required to permit the outdoor storage of materials, permanent structures, and utilizing the site as a parking lot for contractor vehicles and equipment within the floodplain.

Should any variances be granted, compliance to the technical provisions of Part 17 of the Floodplain Conservation Overlay District, Article G shall be required.

Since the Borough of Conshohocken does not have record of the portion of the property identified in the permit application as Section "B"; the proposed new use is not a permitted use by right within the more restrictive FP – Floodplain Conservation Overlay District; and no permanent structures nor outdoor storage of materials or waste that may be transferred off the lot by natural causes or forces is permitted, this U&O permit application is **denied** at this time.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,



Allison A. Lee, PE
Zoning Officer

PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small

EXHIBIT C-3



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

June 22, 2023

Applicant:

Asplundh Tree Expert, LLC
Elizabeth Bolger, Director Region 021
575 A Virginia Drive
Fort Washington, PA 19034

Property Owner:

TS 16, LLC
15 St. Asaphs Road
Bala Cynwyd, PA 19004

**Re: 5 Colwell Lane (Section "C")
Use and Occupancy (U&O) Permit Application #23-00429**

Conshohocken Borough is in receipt of your Use and Occupancy (U&O) Permit Application #23-00429 for Section "C" of the above referenced property. Upon review of this permit application, the Borough only has record of the above referenced property as one entire tract and does not have record of the portion of the above referenced property identified as Section "C" in the permit application. A site plan shall be provided documenting Section "C" of the above referenced property to accompany the U & O permit application.

The property is identified to be located within the LI - Limited Industrial District/Research. Based on the FEMA Flood Insurance Rate Map (FIRM), panel no. 42091C0358G, effective March 2, 2016, the majority of the property is located within Zone AE, which is determined by FEMA to be Special Flood Hazard areas with base flood elevations or depths defined. The remaining small sliver of the subject property along the southern property line is located within Zone X, which is determined by FEMA to be Other Areas of Flood Hazard of 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. In accordance with Sections §27-1702.1 and §27-1709.1.B of the Borough Zoning Code, the property is subject to the FP - Floodplain Conservation Overlay District.

Per § 27-1402.F of the Borough Zoning Ordinance, the "warehouse, storage, or distribution center" use is a permitted use within the LI-Limited Industrial District/Research. However, per §27-1713 of the Borough Zoning Ordinance, a warehouse, storage, or distribution center use is not permitted by right within the Floodplain Conservation District. Since the above referenced property is also subject to the FP - Floodplain Conservation Overlay District the more restrictive provisions of the Zoning Ordinance shall apply in accordance with §27-1703 of the Borough Zoning Ordinance. A variance from §27-1713 of the Borough Zoning Code for approval from the Conshohocken Borough Zoning Hearing Board is required to permit the proposed new use to be located within the FP - Floodplain Conservation Overlay District.

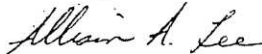
Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing port-a-potty currently stored onsite is in violation of §27-817.H.(3). The existing port-a-potty will be required to be removed off-site. In addition, pursuant to Section §27-1714.1.H of the Zoning Ordinance, parking lots is a prohibited use within the Floodplain Conservation Overlay District. A variance from Zoning Code Sections §27-817.H.(3) and §27-1714.1.H for approval by the Conshohocken Borough Zoning Hearing Board is required to permit the outdoor storage of the port-a-potty and utilizing the site as a parking lot for contractor vehicles within the floodplain.

Should any variances be granted, compliance to the technical provisions of Part 17 of the Floodplain Conservation Overlay District, Article G shall be required.

Since the Borough of Conshohocken does not have record of the portion of the property identified in the permit application as Section "C"; the proposed new use is not a permitted use by right within the more restrictive FP – Floodplain Conservation Overlay District; and no outdoor storage of materials or waste that may be transferred off the lot by natural causes or forces is permitted, this U&O permit application is **denied** at this time.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,

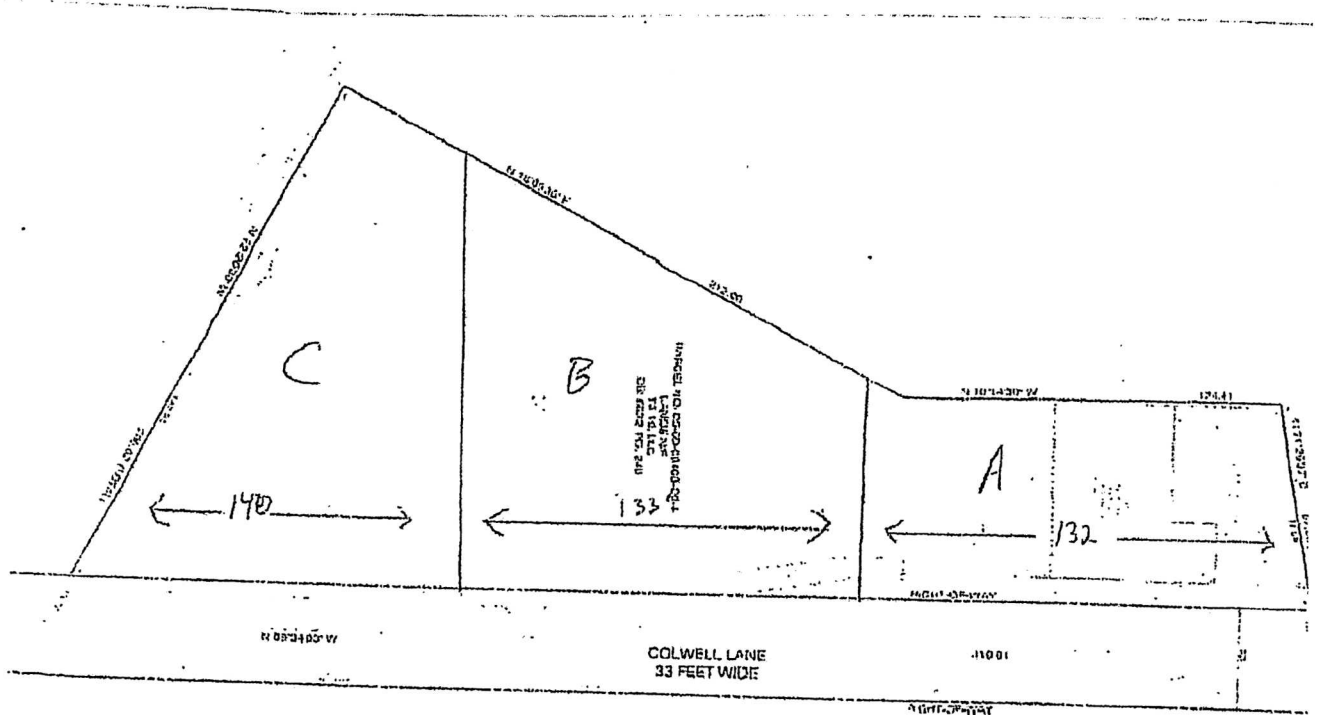


Allison A. Lee, PE
Zoning Officer

PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small

EXHIBIT D



Not to Scale
 All measurements are approximate

Exhibit "A"

MJS

100



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE JULY 15, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-19

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on July 15, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: Cooper Winery, LLC, c/o Christina Pieri
2135 Route 212, Coopersburg, PA 18036-9679

PREMISES INVOLVED: 127 East Elm Street
Conshohocken, PA 19428
SP-1 – Specially Planned District 1
FP – Floodplain Conservation District

OWNER OF RECORD: The Estate of Raymond L. Weinmann
853 Hillsdale Road, West Chester, PA 19382-1973

The petitioner is seeking a Variance from Sections §27-1713.1.B.(1), §27-1714.1.A, B, D, F, H, & K; §27-1505.A.(2); §27-809.1.Table A.1 & 2; §27-810; §27-820.F; and a Special Exception and Variance pursuant to Section §27-2006 to permit the building construction and landscaping located at five (5)-ft setback from the southwest corner of the E. Elm and Ash Streets intersection right-of-way lines, whereas a minimum fifteen (15)-ft setback is required and obstruction to vision at intersections within the required yard setbacks are prohibited; to permit the associated clearing, grading, and filling for an outdoor wine garden use with outdoor sports courts and active recreational space and amenities, fencing, driveway, parking area for a food truck, and stormwater management facilities, whereas these uses, activities, and such permanent structures are prohibited within the floodplain conservation overlay district; to permit an outdoor trash enclosure area to be located adjacent the property line whereas a ten (10)-ft setback is required; to allow a ten (10)-ft high fence surrounding the sports court area, whereas a fence may not exceed a maximum height of six (6)-ft within the SP-1 zoning district; and to allow a parking reduction and provide the required off-street parking for the proposed uses off-site of the property.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: August 14, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 127 East Elm Street – Zoning Determination

History of the Site:

127 East Elm Street is an existing vacant land parcel located within the SP-1 – Specially Planned District 1 and subject to the FP – Floodplain Conservation Overlay Zoning District. Per the Montgomery County property records, it appears that the property was used as an asphalt parking lot prior to being converted to a grass land parcel. The property was recently sold to Pir Mir, LLC in July 2024.

The site is an existing 25,061 SF (as surveyed) nonconforming corner property that is fronted by East Elm Street (50 ft wide right-of-way) to the north and Ash Street (50 ft wide right-of-way) to the east; a portion of the Schuylkill River Trail and SEPTA rail lines to the south; and commercial properties to the west.

Current Request:

The Applicant, Cooper Winery, LLC, is proposing to construct a 3,017 SF structure for wine tastings and serve light refreshments. The venue is expected to hold a maximum of fifty (50) patrons with hours of operations from 11:30 AM to 11:00 PM. In addition, the Applicant is proposing the construction of two (2) pickleball courts, one (1) bocce court, and have available some smaller recreational games (i.e., cornhole, outdoor checkers/chess tables, etc.) in the outdoor space. The outdoor space may draw up to an additional one hundred (100) to one hundred fifty (150) patrons. In addition, the Applicant is proposing a ten (10) feet wide open space area along the western side of property that will wrap around to the rear for connectivity to the existing Schuylkill River trail.

The Applicant is seeking the following relief from the 2001 Conshohocken Borough Zoning Ordinance as follows:

1. **Variance from Section §27-1713.1.B.(1)** - to permit primarily active recreational uses within the FP-Floodplain conservation overlay district, whereas only primarily passive recreational uses are permitted;
2. **Variance from Sections §27-1714.1.A, B, D, F, H, & K** - to permit new construction, filling, permanent structures, clearing, driveway, parking lots, and stormwater facilities within the FP-Floodplain conservation overlay district, whereas, such activities and facilities are specifically prohibited within the floodplain conservation overlay district;
3. **Variance from Section §27-1505.A.(2)** - to permit a five (5') feet front yard building setback from the right-of-way line, whereas a minimum fifteen (15') feet building setback is required;

4. **Variance from Section §27-809.1.Table A** - to permit a ten (10') ft high fence surrounding the pickleball courts, whereas the maximum fence height shall not exceed six (6) feet within the side and rear yard areas;
5. **Variance from Section §27-810** - to permit buffer plantings that will be maintained within the five (5') building setback area from the abutting the E. Elm Street and Ash Street intersection, whereas no physical improvements can be maintained in the setback that shall cause obstruction to driver vision;
6. **Variance from Section §27-820.F** - to permit refuse facilities detached from buildings to be setback adjacent the property line, whereas a ten (10') ft setback from all property lines is required; and,
7. **Special Exception and Variance pursuant to Section §27-2006** - to not provide the required forty-five (45) off-street parking on-site, and to allow the leasing of up to sixty (65) off-street parking spaces be provided off-site of the property that may be more than the required 200 feet distance from the building entrance.

Zoning Determination:

The subject property is a 25,061 SF (as surveyed) corner property located within the underlying SP-1 – Specially Planned District 1. The property is considered an existing nonconforming lot since the existing lot area of 25,061 SF as surveyed is less than the required minimum area one (1) acre lot size for a lot located within the SP-1 zoning per Section 27-1504.E.(1).

In addition, the subject parcel is also located within the Floodplain Conservation Overlay District and subject to the regulations of the Floodplain Conservation Overlay District per Section 27-1702.1.A. In accordance with the FEMA Flood Insurance Rate Map (FIRM) panel No. 42091C0358G, effective 3/2/2016, the majority of the southern portion of the parcel adjacent the Schuylkill River Trail is located within the 100-year floodplain Zone AE, which are special flood hazard areas with base flood elevations defined. The remaining northern portion of the site adjacent East Elm Street is located within Zone X - areas determined by the FEMA FIRM with a 0.2% annual chance flood hazard, or areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. Since the majority of the southern portion of the property is located within the AE District, the property must comply with the floodplain conservation overlay district regulations.

The Applicant has provided a proposed concept plan of the site which will require the following variances and special exceptions:

1. **Variance from Section §27-1713.1.B.(1)** - Uses permitted within the Floodplain Conservation Overlay District is regulated under Section §27-1713 of the Zoning Ordinance. Specifically, Section §27-1713.1.B.(1) permits open spaces that are primarily passive in character shall be permitted to extend into the floodplain, including passive areas of public and private parklands. Since the Applicant is proposing sports courts and other recreational activities that would be considered primarily active recreation uses instead of passive recreation uses, the Applicant will be required to seek a variance from Section §27-1713.1.B.(1).
2. **Variance from Sections §27-1714.1.A, B, D, F, H, & K** – Any use or activity not authorized within Section §27-1713 of the Zoning Ordinance shall be prohibited within the Floodplain Conservation Overlay District as regulated under Section §27-1714 of the Zoning Ordinance. Prohibited uses

pertaining to the proposed development include the following relevant uses and activities under Section §27-1714:

- A. *No new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences, shall be permitted in the floodway or the one-hundred-year floodplain.*
- B. *New construction of buildings or placement of fill within the one-hundred-year floodplain is prohibited.*
- D. *Clearing of all existing vegetation, except where such clearing is necessary to prepare land for a use permitted under § 27-1713, and where the effects of these actions are mitigated by re-establishment of vegetation.*
- F. *Roads or driveways, except where permitted as corridor crossings in compliance with § 27-1713.*
- H. *Parking lots.*
- K. *Stormwater basins, including necessary berms and outfall facilities.*

The Applicant is proposing new construction to the site which will include associated clearing, grading, and filling for a new building and outdoor wine garden use with outdoor sports courts and active recreational space and amenities, fencing, driveway, parking area for a food truck, and stormwater management facilities; whereas these uses, activities, and such permanent structures are prohibited within the floodplain conservation overlay district. Therefore, the Applicant will be required to seek a variance from Sections §27-1714.1.A, B, D, F, H, & K.

The Applicant is not proposing any encroachments, alterations, or improvement of any kind to any watercourse; use of chemicals such as fertilizers, pesticides, herbicides, etc. in excess of prescribed industry standards; motor or wheeled traffic in any area not designed to accommodate adequately the type and volume; subsurface sewage disposal areas; nor sod farming, which are also prohibited activities within the floodplain conservation overlay district.

3. **Variance from Section §27-1505.A.(2)** - In the SP-1 - Specially Planned District 1, the minimum building setback shall be fifteen (15) feet from the ultimate roadway right-of-way, and 25 feet from the curblineline of any private or internal drive. The Applicant is proposing a new building to be located close to the corner of the E. Elm Street and Ash Street intersection. The proposed building will be setback five (5) feet from the right-of-way lines of E. Elm Street and Ash Street. There is no private or internal drive adjacent the site. Therefore, the Applicant will be required to seek a variance from Section §27-1505.A.(2) to permit a five (5') feet building setback from the right-of-way line, whereas a minimum fifteen (15') feet building setback is required.
4. **Variance from Section §27-809.1.Table A** - The Applicant is proposing a fence surrounding the perimeter of the site outside of the proposed open space area to fully enclose the property. The Applicant is proposing to surround the pickleball courts with a ten (10') feet high fence, although this proposed ten (10) feet high fence is not shown or labeled on the plan submitted with the Zoning application. Per Section §27-809.1.Table A, for improved and unimproved lots, the maximum fence height within the side and rear yard areas between the front wall of the principal structure and the side or rear lot lines within the SP-1 zoning district shall not exceed six (6) feet. Therefore, the Applicant will be required to seek a variance from Section §27-809.1.Table A to permit a ten (10') ft high fence surrounding the pickleball courts located within the side and rear yard areas, whereas the maximum fence height shall not exceed six (6) feet within the side and rear yard areas.

5. **Variance from Section §27-810** – The Applicant is proposing new ramp, landing, steps, canopy, and landscaping that will need to be maintained within the five (5') building setback area from the abutting the E. Elm Street and Ash Street intersection. This code section restricts physical improvements or planting areas within the required setback area that shall cause obstruction to driver vision. The Applicant is seeking a variance for the proposed buffer plantings that will be located within the five (5) feet setback area that shall cause obstruction to driver vision. A sight clearance triangle is recommended to be shown on the plans so verify and confirm that the proposed physical improvements will cause obstruction to driver vision. A variance from this section would be required if driver vision is obstructed; otherwise, a variance from this code section will not be required if driver vision will not be obstructed.
6. **Variance from Section §27-820.F** – The Applicant is proposing an outdoor trash enclosure area at the southeastern corner of the property adjacent the lot line along Ash Street. Per Section §27-820.F, **refuse facilities detached from buildings shall be subject to a ten (10) feet setback from all property lines. Since the proposed refuse facility will be adjacent to the property line along Ash Street with no proposed setback, the Applicant will be required to seek a variance from Section §27-820.F** to permit the proposed trash enclosure area to have no setback from the eastern property line along Ash Street, whereas a ten (10') feet setback from all property lines is required.
7. **Special Exception and Variance pursuant to Section §27-2006** – The Applicant is proposing a driveway and parking space for a food truck only with no other motor vehicle off-street parking accommodations on site.

Per Section §27-2011.B.(1), the required off-street parking requirement for a restaurant or assembly hall, is one (1) parking space for every 150 SF of floor area. Based on a proposed 3,017 SF restaurant space and 975 SF covered patio area, the total off-street parking capacity for the restaurant facility is $(3,017 \text{ SF} + 975 \text{ SF}) = 3,992 \text{ SF} / 150 \text{ SF} = 26.61$, round up to 27 parking spaces.

For the sports courts, the closest off-street parking requirement would be the requirement for an indoor sports facility in accordance with Section §27-2002, which requires 1.5 spaces per person for maximum court and exercise equipment capacity. Based on the maximum capacity of eight (8) players total for two (2) pickleball courts and eight (8) players for one (1) bocce court, the total off-street parking capacity for the sports courts is $16 \text{ players} \times 1.5 = 24 \text{ players}$. The Zoning Ordinance did not provide off-street parking requirements for the proposed available smaller recreational games (i.e., cornhole, outdoor checkers/chess tables, etc.).

Therefore, based on the restaurant and outdoor sports courts uses, the total off-street parking requirement is $27 + 24 = 51$ off-street parking spaces, of which three (3) of those spaces would need to be handicap accessible spaces with one of the handicap accessible spaces being van accessible.

The Applicant is proposing not to provide the required fifty-one (51) off-street parking spaces on-site, and is requesting a special exception pursuant to Section §27-2006 to allow the Applicant to provide the required off-street parking in other locations elsewhere of the site. Per Section §27-2006, nonresidential parking spaces required herein may be located elsewhere than on the same lot when authorized as a special exception by the Zoning Hearing Board, subject to the following conditions:

- A. *The owners of two or more establishments shall submit, with their application for special exception, a site plan showing joint use and location of a common off-street parking area.*
- B. *Some portion of the common off-street parking area lies within 200 feet of an entrance regularly used by patrons, into the buildings served thereby.*
- C. *The Zoning Hearing Board may, in its discretion, reduce the number of required parking spaces upon determination that greater efficiency is affected by joint use of a common parking area, but in no case shall the number of off-street parking spaces be reduced by more than 20% of the required number of spaces.*

The Applicant is not requesting a parking space reduction for the proposed development. The Applicant is proposing parking agreements to lease up to sixty (65) off-street parking spaces off-site of the property that may be more than the required 200 feet distance from the building entrance per Section §27-2006.B above. Therefore, the Applicant will be required to seek a special exception to permit the off-street parking spaces off-site of the property and a variance from Section §27-2006.B to allow the off-street parking spaces to be greater than 200 feet distance from the main entrance of the site.

Total proposed floor area ratio (FAR) for the site will be 3,992 SF /25,061 SF or approximately 16%), which is less than the maximum required 20% FAR within the SP-1 zoning district.

The total proposed impervious coverage on the site will be 11,123 SF (or approximately 44%). The Applicant will be in compliance with the required maximum 70% impervious coverage permitted on the site within the SP-1 zoning district.

If the requested variances are granted, in accordance with §27-1722.3, the Applicant shall be informed that the variance granted from the terms of the Borough floodplain ordinance in connection with the subject development may result in increased premium rates for flood insurance and may increase risks to life and property. In addition, the Applicant shall be required to comply with the technical provisions upon grant of variance in accordance with Part 17, Article G of the Floodplain conservation overlay district regulations, including the requirement for the applicant to obtain all required approvals from the Commonwealth of Pennsylvania and FEMA.

Furthermore, the site improvements proposed constitutes land development by definition. The Applicant shall be required to submit a land development application in accordance with the Chapter 22 - Subdivision and Land Development Ordinance of the Conshohocken Borough Code of Ordinances.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

Phone (610) 828-1092 Fax (610) 828-0920

Zoning Application

Application: Z-2024-19
Date Submitted: 6/14/24
Date Received: 6/14/24

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

2. Section of the Zoning Ordinance from which relief is requested:

See attached addendum

3. Address of the property, which is the subject of the application:

127 East Elm Street, Conshohocken

4. Applicant's Name: Cooper Winery, LLC c/o Christina Pieri

Address: 2135 Route 212, Coopersburg, PA 18036-9679

Phone Number (daytime): thru counsel 484-344-5429

E-mail Address: christinampieri@gmail.com

5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant

6. Property Owner: Raymond L. ~~Weilman~~ Weinmann Estate pending sale to Pie-Mir LLC

Address: 853 Hillsdale Road, West Chester, PA 19382-1973

Phone Number: 610-635-5628 (mark) / 610-564-4601 (Brian)

E-mail Address: markweinmann44@gmail.com / Brianpieri@gmail.com

7. Lot Dimensions: 150' x 218' approx. Zoning District: SP-1 and Floodplain Overlay

8. Has there been previous zoning relief requested in connection with this Property?

Yes No If yes, please describe.

Unknown.

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

Vacant Lot

10. Please describe the proposed use of the property.

See addendum.

11. Please describe proposal and improvements to the property in detail.

See addendum.

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

See addendum

13. If a Variance is being requested, please describe the following:

a. The unique characteristics of the property: See addendum.

b. How the Zoning Ordinance unreasonably restricts development of the property:

c. How the proposal is consistent with the character of the surrounding neighborhood.

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

c. Please describe in detail the reasons why the requested relief should be granted.

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: MarkS. Danek, Esq.

b. Address: 1001 Conshohocken St Rd, Ste 1-210, W Conshohocken, PA 19428

c. Phone Number: 484-344-5429

d. E-mail Address: mark.danek@obermayer.com

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

Christina Pur
Applicant

n/a
Legal Owner

6/14/24
Date

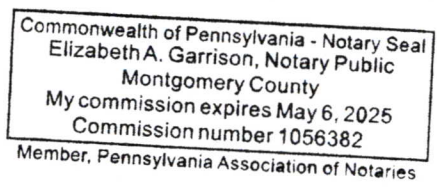
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 14th day of June, 2024.

Elizabeth A. Garrison
Notary Public

(Seal)





BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: _____



Mark S. Danek, Esquire
Direct Dial: 484-344-5429
E-mail: mark.danek@obermayer.com

1001 Conshohocken State Road
Suite 1-210
West Conshohocken, PA 19428

www.obermayer.com

P 610-234-4877
F 610-825-4549

June 14, 2024

Borough of Conshohocken
Zoning Hearing Board
400 Fayette Street, 2nd Floor
Conshohocken, PA 19428

**RE: Parcel Id. 05-00-02108-00-2 – 127 East Elm Street
Vacant Lot (Approximately 26,150 sq. ft.)**

Dear Zoning Hearing Board:

My office represents the Applicant, Cooper Winery, LLC.

The Subject Property is an undeveloped, vacant lot located in the SP-1 zoning district. It is a total of 25,061 sq. ft., or .58 acres.¹ It is also within the Floodplain Conservation District. Applicant proposes to utilize the existing vacant lot as an “Outdoor Wine Garden” with Outdoor Recreational Space.

The Applicant proposes to construct a 3,017 sq. ft. structure where there will be wine tastings and light refreshments will be served. The structure is expected to hold fifty (50) patrons max. The proposed hours of operation would be from 11:30 a.m. until – 11:00 p.m.

Additionally, Applicant proposes to build two pickleball courts, one bocce court and have some smaller recreational games also available (cornhole, outdoor checkers/chess tables, etc...). The outdoor space may draw up to one hundred (100) or one-hundred fifty (150) patrons.

For the courts, each pickleball game lasts approximately 15-25 minutes. For bocce, each game takes about an hour. The courts will be available for hourly reservation. Each game is allotted one-hour of playing time.

For entertainment, the Applicant plans to have live music (occasionally) and music played over speakers each day during the hours of operation. The outdoor music would end at 10:00 p.m. as required by the Borough’s sound ordinance.

Applicant is providing 15% as public open space, and is providing street trees and a buffer area pursuant to Code §27-1506. Likewise, Applicant will use a combination of evergreen and

¹ Pursuant to §27-1504(e), the required minimum lot size in the SP-1 District is one acre. The Subject Property is an existing legal non-conforming lot.

deciduous trees and shrubs as foundation plantings along the facades to meet the requirements of §27-1506(A)(6).

To serve the proposed use, Applicant is providing 65 parking stalls off-site under lease.

The proposed uses are permitted by-right in the SP-1 District. However, due to the Floodplain Conservation Overlay District (“FP District”), Applicant files this appeal and seeks the following:

I. Variance – Active Outdoor Recreation - §27-1713(1)(B)

Code Section 27-1504(C) requires that all applicants provide Open Space for activity in the SP-1 District:

C. Open Space in SP-1 District.

(1) Purpose: the intent of the open space provision is to provide year-round opportunities for outdoor recreation within the district, provide visual relief within the built environment, and facilitate circulation for pedestrians to and throughout the district.

(2) Area: a minimum of 15% of each lot within the district shall be provided and maintained as open space. Required setbacks from roadways and ultimate rights-of-way may be included as part of the required open space if such setback areas are landscaped and designed to fulfill the intent of this Section. Open space shall be restricted from further subdivision and development by a restriction in a deed and/or by a conservation easement.

However, under the Floodplain Conservation District Code Section 27-1713(1)(B) allows for “primarily” passive recreation:

1. The following uses are permitted by right in the Floodplain Conservation District in compliance with the requirements of this Subpart:

B. Open space uses that are primarily passive in character shall be permitted to extend into the floodplain, including:

(1) Wildlife sanctuaries, nature preserves, fishing areas, passive areas of public and private parklands, and reforestation.

As stated above, Applicant seeks to install two outdoor pickleball courts and a bocce ball court. While these uses are *encouraged and permitted* in the SP-1 District, they are not permitted in the FP District.

Arguably, the foregoing recreational activities are not that active, like an organized football league or soccer team.² The proposed activities allow for a wide age range of players and skill sets. In fact, the vast majority of the space, is designed for passive recreation and socializing. Thus, only a small portion of the Subject Property is planned to be used for Active Recreation.

Moreover, Applicant's proposed use aligns with the Borough Comprehensive Plan which advocates for Open Space as part of the "Future Land Use Plan" for the Borough:

OPEN SPACE

Parks and open space areas are places set aside for both active recreation and passive recreation. They contribute to the Borough's character, preserve the natural ecosystems upon which we depend, and provide an attractive setting in which to live and work. Park and recreation facilities provide an avenue for residents to interact and recreate and help create a sense of community. Open space remains a considerable component of the future land use plan. While no additional parcels have been designated open space, the intent of the future land use plan is to allow and encourage open and green space to be provided in all districts and connected to an overall continuous and contiguous network.

See, Borough of Conshohocken Comprehensive Plan Update (Adopted June 20, 2018), P. 81.

Here, the Subject Property is along the Schuylkill River Trail and within walking distance of over 500 apartments. Moreover, the Subject Property is along the Conshohocken Cab Route. Thus, the Proposed Use adds to the Borough network of open space amenities.

The Applicant respectfully believes that the Subject Property is "primarily" used for passive recreation, and that no use variance is required. However, in an abundance of caution, Applicant seeks the variance relief from the Board.

Given the location of the Subject Property along a main thoroughfare, Applicant would not be able to develop the Subject Property for one of the other by-right uses (streambank stabilization, forestry operations, agricultural crossings, driveway serving a single family home (not permitted), elevated building on a brownfield site). Moreover, the Subject Property could not be developed in strict conformity with the Code since the Subject Property is not believed to be a brownfield site in a targeted redevelopment area for encouraging economic revitalization.³

Thus, an Exceptional Hardship exists to allow for the Board to grant the requested variance.

² Applicant was unable to find a definition for "passive" or "active" recreation in the Code.

³ Code Section 27-1713(1)(G) allows – by-right – the development of elevated and floodproofed buildings on brownfield sites in redevelopment areas encouraging economic revitalization.

II. Variance – Wine Tasting Venue Use, Parking Lot and Stormwater Basin to Manage Stormwater - §27-1714(1)(A), (B), (D), (F), (H) and (K)

As discussed above, the Subject Property cannot be developed in strict conformity with the Code since it is not a brownfield targeted for economic revitalization. As a result, Applicant seeks a variance from Sections §27-1714(1)(A), (B), (D), (F), (H) and (K) to allow for the Proposed Use:

Any use or activity not authorized within § 27-1713 shall be prohibited within the Floodplain Conservation District, and the following activities and facilities are specifically prohibited, except as part of a redevelopment project in compliance with § 27-1713, Subsection (1)(G):

A. No new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences, shall be permitted in the floodway or the one-hundred-year floodplain.

B. New construction of buildings or placement of fill within the one-hundred-year floodplain is prohibited.

....

D. Clearing of all existing vegetation, except where such clearing is necessary to prepare land for a use permitted under § 27-1713, and where the effects of these actions are mitigated by re-establishment of vegetation.

....

F. Roads or driveways, except where permitted as corridor crossings in compliance with § 27-1713.

....

H. Parking lots.

....

K. Stormwater basins, including necessary berms and outfall facilities.

Pursuant to §27-1713(G), if the Subject Property was brownfield, the Applicant would be able to develop the Subject Property by-right. Since that is not the case, Applicant seeks a variance to allow for (i) the construction of a 3,017 sq. ft. square foot structure to accommodate up to fifty (50) patrons, and (ii) a stormwater basin to allow for the proper management of stormwater runoff given the development of the vacant lot.

It is important to note that the Applicant is not seeking relief from impervious coverage. The stormwater basin is a typical requirement for any development and not as a result of an applicant that seeks to over-develop a piece of vacant land.

Here, the Exceptional Hardship stems from the fact that the Subject Property cannot be developed in strict conformity with the Code (streambank stabilization, forestry operations, agricultural crossings, driveway serving a single-family home (not permitted), etc...). The Subject Property is not part of a brownfield targeted for redevelopment. Thus, nothing can be developed on the Subject Property in strict conformance with the Code. The variance is needed to allow for the reasonable development of the Subject Property.

The Proposal provides for the least modification to the Code to allow for the reasonable development of the Subject Property.

III. Dimensional Variance – Front Yard Setback - §27-1505(A)(2)

Pursuant to §27-1505(A)(2), the minimum building setback must be 15 feet from the ultimate right of way. Here, Applicant proposes to construct the restaurant building five (5) feet from the right of way. The reason for this decision is that the majority of the Subject Property is in the 100-year Floodplain. However, the portion of the Subject Property closest to East Elm Street is NOT within the 100-year Floodplain. Further, there is a substantial slope from East Elm toward the rear of the Subject Property. If the building was located further into the Subject Property, it would be up on stilts well above the lawn area that is to be used for passive activities. Thus, the request for this variance is driven by the unique hardship of the land, and not the Code.

IV. Variance – Obstruction of Vision at Intersection - §27-810

Pursuant to Code Section 27-810, no physical improvement can be maintained in the setback that “shall cause” obstruction to driver vision. The proposed design is set five (5) feet off of the sidewalk line (right of way). Applicant proposes a Buffer Planting area in that five (5) foot area. Based upon the design, Applicant requests that the Board allow this variance as it the proposed structure does not cause obstruction to the drive vision from any abutting intersection.

V. Dimensional Variance - Pickleball Court Fence Height - §27-809

Pursuant to Code §27-809(1) Table (A)(2), the maximum allowed fence height between the front wall of the principal structure and rear lot line is six (6) feet. Applicant seeks a variance to allow for a fence up to ten (10) feet in height surrounding the pickleball courts.

VI. Variance – Location of Refuse Enclosure - §27-820(F)

Pursuant to Code Section 27-820(F), refuse facilities detached from buildings shall be subject to the setback of 10 feet from all property lines. While Applicant provides for a ten (10) foot landscape buffer to the rear of the Subject Property, Applicant proposes to locate the Refuse Area at the property line abutting Ash Street. Applicant is unable to locate the Refuse Facility within the building as it would be unsanitary. And, Applicant cannot locate the Refuse Facility

further into the Subject Property as it would be close in proximity to patron seating areas. The noxious smells may be problematic in the summertime.

VII. Off-Site Parking Special Exception - §27-2006 And/or Variance if more than 200'

The foregoing Code section allows an Applicant to satisfy its parking requirement by locating parking on a neighboring property.

The nonresidential parking spaces required herein may be located elsewhere than on the same lot when authorized as a special exception by the Zoning Hearing Board in accordance with the provisions of Part 6 of this Chapter, subject to the following conditions:

A. The owners of two or more establishments shall submit, with their application for special exception, a site plan showing joint use and location of a common off-street parking area.

B. Some portion of the common off-street parking area lies within 200 feet of an entrance regularly used by patrons, into the buildings served thereby.

Applicant provides no parking on-site. Applicant will lease up to 65 stalls from neighboring prospering. As such, Applicant requests a Special Exception. Additionally, to the extent that the Applicant has leased spaces more than 200' away from the Subject Property, Applicant seeks a variance for any stalls that are more than 200' away from the Subject Property.

VIII. The Board's Standard of Review - §27-1722(4) – Variance

When reviewing this Application, the Board is guided by the following standards:

In reviewing any request for a variance, the Zoning Hearing Board shall consider, at a minimum, the following:

A. That there is good and sufficient cause, including:

(1) That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of this chapter in the neighborhood or district in which the property is located.

(2) That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of this chapter and that the

authorization of a variance is therefore necessary to enable the reasonable use of the property.

(3) That such unnecessary hardship has not been created by the appellant.

(4) That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.

B. That failure to grant the variance would result in exceptional hardship to the applicant.

C. That the granting of the variance will:

(1) Neither result in an unacceptable or prohibited increase in flood heights, additional threats to public safety, or extraordinary public expense; nor

(2) Create nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.

Based upon the evidence presented during the hearing, the Applicant respectfully believes that it easily meets the foregoing standards. If the Board is inclined to grant the requested variances, the Applicant will secure a Hydrology and Hydraulic Study (Floodplain Analysis) and work with the Borough to ensure that all requirements for development in the FP District are met as required by Code Section 27-1732.

* * *

Based upon the foregoing description and evidence and testimony to be presented at the hearing, Applicant respectfully requests that the Board grant the requested relief as it meets the standards for, *inter alia*, Code §27-1722 – Standards for the Board to consider when determining to grant a special exception or variance in the Floodplain Conservation District.

Please contact me with any questions.

Regards,

/s/ Mark S. Danek

MARK S. DANEK

cc: Cooper Winery, LLC (c/o Christina Pieri)



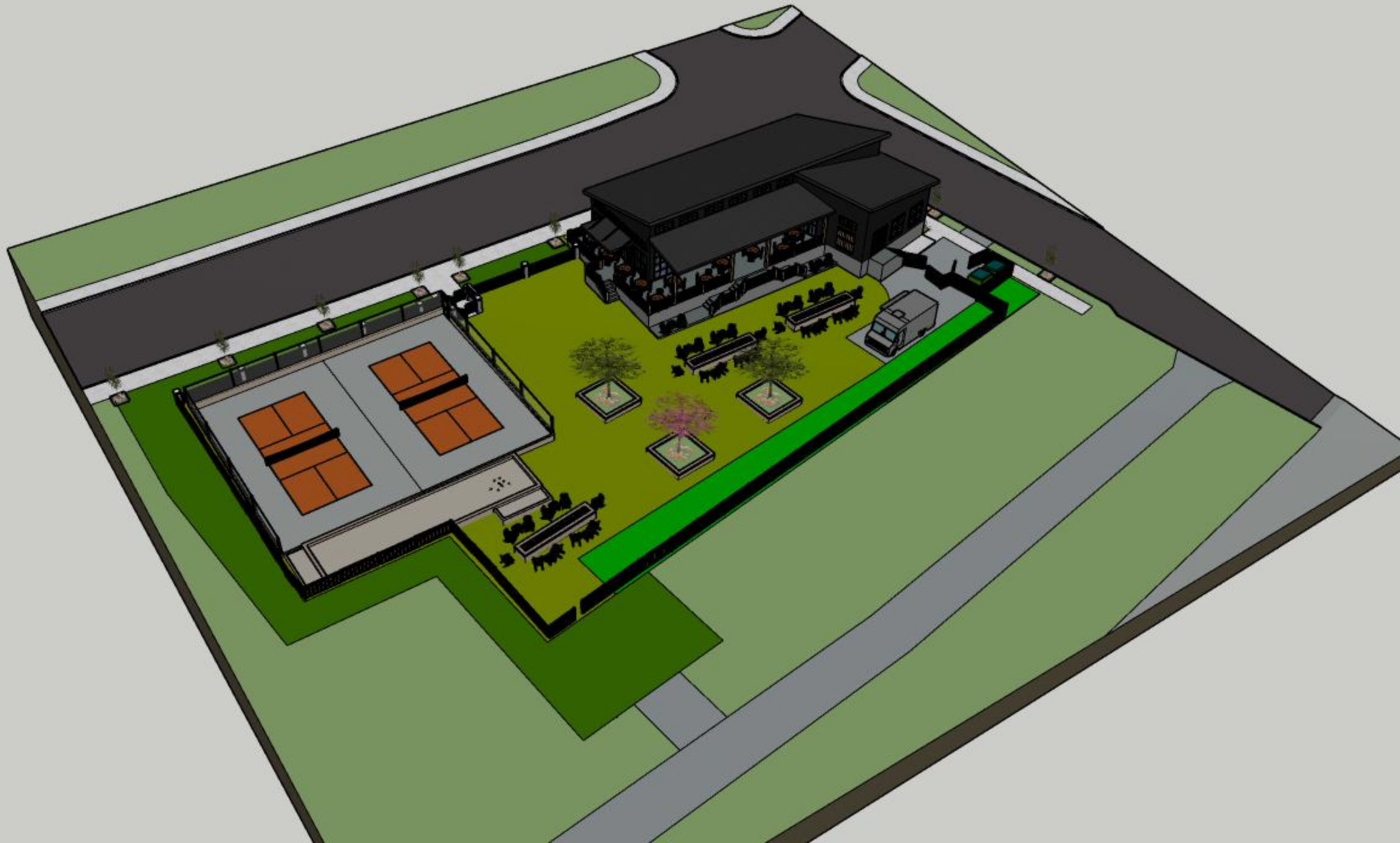




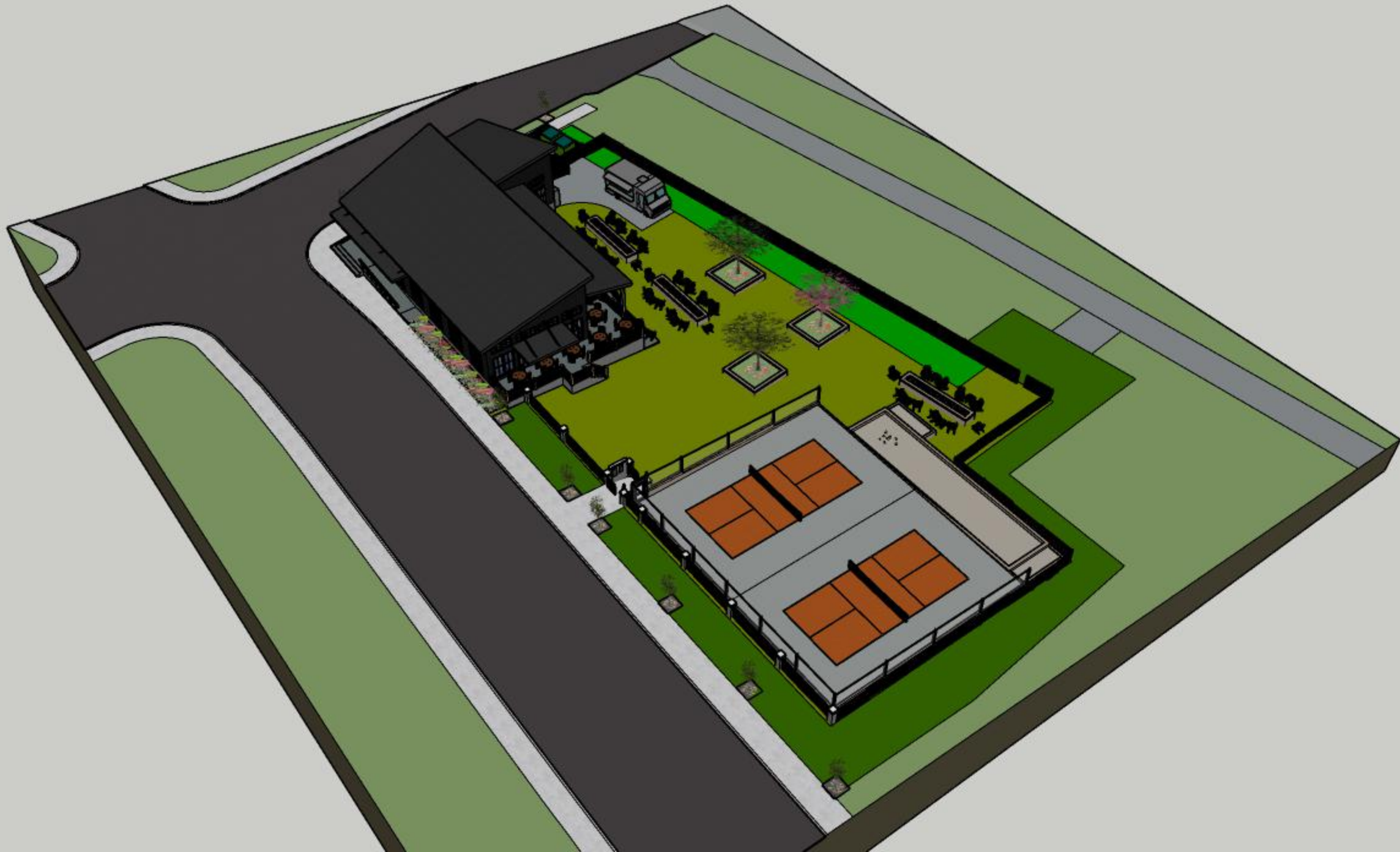












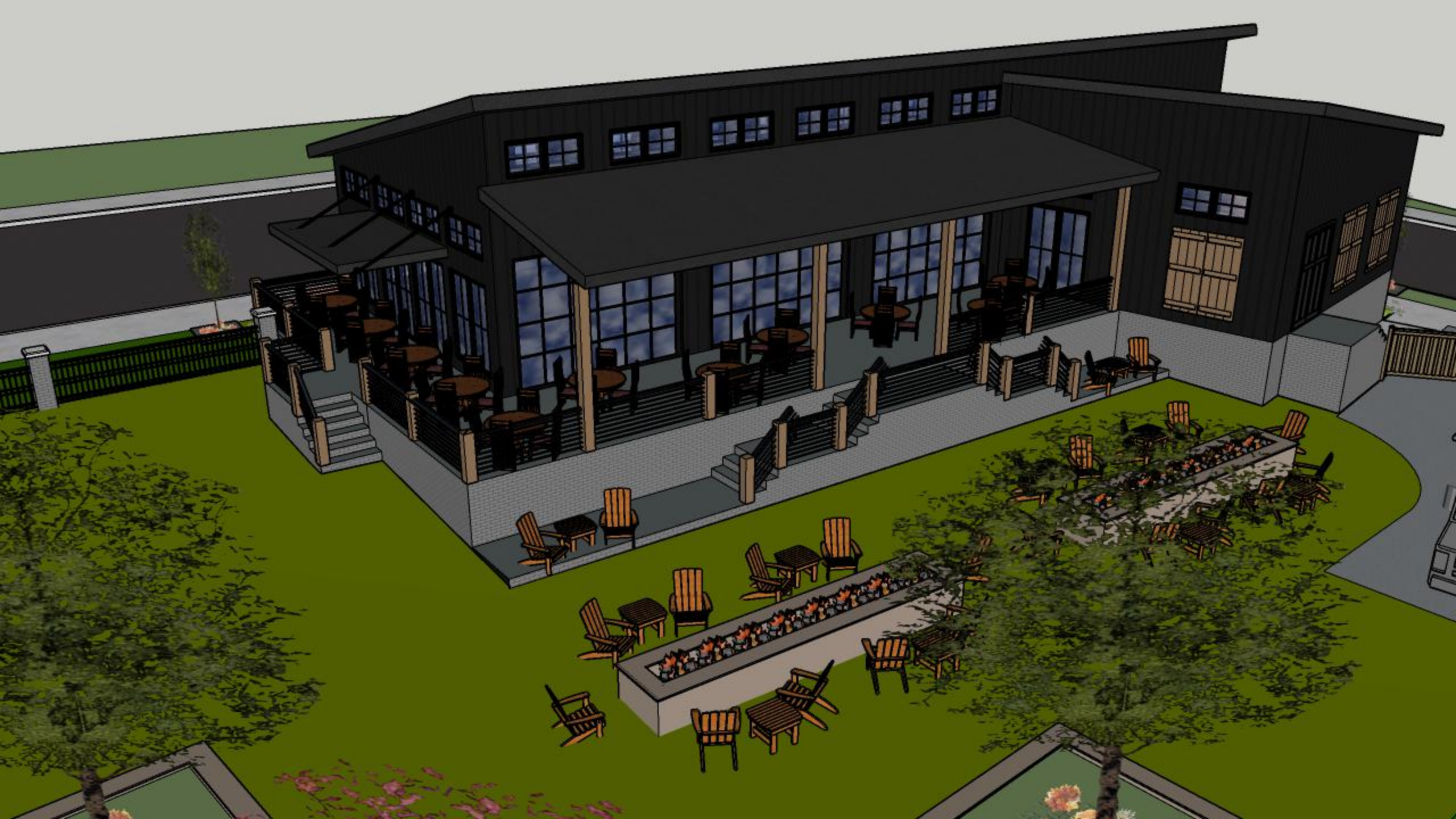












SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 18th day of April 2024 (“Effective Date”), between **The Estate of Raymond L. Weinmann** hereinafter referred to as “Seller” and **Pie-Mir LLC** a Pennsylvania limited liability company, its permitted successors, or assigns, hereinafter referred to as “Purchaser”.

WITNESSETH:

- A. Seller is the owner of that certain real estate and improvements thereon located known as 127 East Elm Street, Conshohocken, Pa, Montgomery County more particularly described in that certain Deed dated April 24, 1998, between PVI Associates and Raymond L. Weinman recorded with the Montgomery County Recorder of Deeds Office (the “Property”).
- B. Seller wishes to sell, and Purchaser wishes to buy the Property, as hereinafter defined.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT.** Seller hereby agrees to sell, and Purchaser agrees to purchase, subject to the provisions of this Agreement, the Property, including all appurtenant rights associated therewith.
2. **PURCHASE PRICE AND METHOD OF PAYMENT.** The purchase price of the Property is \$1,000,000.00, subject to adjustments as hereinafter set forth (“Purchase Price”). The Purchase Price shall be paid as follows:

a. Within two (2) business days after the Effective Date, Purchaser shall pay the sum of \$100,000.00 (the “Deposit”) to Philadelphia Suburban Abstract Company, 922 Ridge Pike, Conshohocken, Pa. 19428 (the “Escrow Agent”). The Escrow Agent shall hold the Deposit in a federally insured interest-bearing account at a bank or other financial institution reasonably acceptable to Purchaser, and all interest accruing on the Deposit (if any) shall be deemed to be a part of the Deposit for all purposes hereunder.

(1) The Deposit shall be refundable during the Inspection Period (as hereinafter defined). Thereafter, if Purchaser proceeds with this transaction, the Deposit shall be non-refundable except in the event of a Seller default, condemnation, failure or inability to deliver title as required pursuant to the provisions of this Agreement, or as otherwise set forth in this Agreement.

(2) At Settlement, unless forfeited to Seller as liquidated damages or returned to Purchaser pursuant to the terms of this Agreement, the Deposit and all interest accrued thereon shall be credited to the Purchase Price.

b. Purchaser shall pay the balance of the Purchase Price by cash (USD) or federal wire transfer, with all funds available on or before 5:00 p.m. on the Settlement Date.

3. PROPERTY INSPECTION.

a. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser the following copies of documents relating to the Property which it has in its possession and which are readily available: service agreements/contracts, maintenance records, books, records and other financial documents and information with respect to the Property, land development records, environmental studies, plans, existing survey and title policy, correspondence and/or other documents by and between Seller and Montgomery County and/or the Commonwealth of Pennsylvania with respect to the Property and any other documents in Seller's possession or control relating to the Property (collectively, the "Property Information"). Purchaser agrees to return said copies to Seller promptly upon any termination of this Agreement.

b. Except for the representations and warranties of Seller contained in this Agreement or in any of the instruments of conveyance/assignment, the Property shall be conveyed in "as is, where is, and with all faults", condition. Except as set forth in this Agreement, Seller makes no representations or warranties concerning the Property, its physical condition, its economic prospects or any other matter except as contained in the instruments of conveyance/assignment. Commencing on the Effective Date and continuing until the Settlement Date, Purchaser and/or its agents shall have the right to enter into the Property to perform such reasonable and customary inspections that Purchaser deems necessary ("Property Inspection"); provided that the Property Inspection is conducted: (i) at reasonable times; (ii) in accordance with applicable laws, regulations and ordinances; (iii) by properly licensed, qualified and insured, contractors with insurance naming Seller as an additional insured; (iv) in a manner to cause no material adverse condition to the Property, including, but not limited to, pollution of, or the creation of hazardous waste on or in, the Property; and (v) in a manner to cause no breach or default pursuant to any agreement pertaining to the Property. In addition, Seller agrees to respond to all reasonable requests for information from Purchaser within a reasonable time. During any Property Inspection, Purchaser shall exercise commercially reasonable efforts to minimize any disruption to the business of Seller. Upon completion of the Property Inspection, the Property shall be restored to the substantially the same condition in which it existed immediately prior to the Property Inspection. Purchaser shall promptly pay all costs associated with the Property Inspection. Purchaser and its agents, contractors, and employees shall not incur or suffer any mechanics or other lien to be filed against the Property or Seller's interest therein. Purchaser shall provide Seller with copies of all reports and inspections it receives in connection with the Property Inspection promptly upon receipt. In the event, as a result of its Property Inspection, Purchaser discovers any Hazardous Materials (as hereinafter defined) that are reportable to the Pennsylvania Department of Environmental Protection ("DEP") or the Environmental Protection Agency ("EPA"), Purchaser shall refrain from taking any action until it consults with the Seller. Reporting of same shall be made in Seller's sole determination. If Purchaser proceeds to make such contact or makes any report to the DEP or EPA, this shall be considered a default by Purchaser and Seller shall have the right to retain the Deposit in anticipation of damages it may suffer.

c. Purchaser does hereby indemnify and hold Seller and its heirs, assigns, and/or successors, beneficiaries, employees and agents and their respective officers, directors, servants and employees ("Indemnified Parties"), harmless from any and all liability, loss, cost and expense (including reasonable attorney's fees at all levels of proceedings, collections and bankruptcy) arising from, or relating to, the Property Inspection or otherwise arising as a result of Purchaser exercising any of its rights pursuant to this Section, except where such liability, loss, cost and expense is due to

the gross negligence or willful misconduct of the Indemnified Parties. Notwithstanding the foregoing, in no event shall Purchaser be liable for (i) the discovery of any preexisting condition; or (ii) any claims of diminution in the value of the Property as a consequence of the results revealed by any such investigations or testing.

d. No later than 5:00 p.m. on the first business day which is forty (40) days after the Effective Date ("Inspection Period"), Purchaser shall deliver to Seller written notice indicating that it wishes to proceed with the purchase of the Property ("Inspection Contingency Notice to Proceed"). For purposes of clarification, the parties do hereby agree that, in the event that the Inspection Period ends on a Saturday, Sunday or a public holiday observed in the Commonwealth of Pennsylvania, then the Inspection Period shall be extended through 5:00 p.m. on the next business day immediately, automatically and without the need for any further writing or action by any party. If Purchaser fails to timely deliver the Inspection Contingency Notice to Proceed, then this Agreement shall automatically terminate and the Deposit shall be refunded in full to Purchaser within three (3) business days thereafter, without further notice or action by either party.

4. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. Seller is an estate, selling by and through its executor. Accordingly, Seller's representations, warranties and covenants to Purchaser are limited as follows:

(1) Seller has the legal capacity to enter into this Agreement, to sell the Property to Purchaser and to otherwise perform its obligations hereunder without the consent of any other person or entity. This Agreement, and such other documents now or hereafter to be executed and delivered by Seller under this Agreement, when executed and delivered, will each constitute the legal, valid, and binding obligations of Seller enforceable against Seller in accordance with its terms.

(2) Seller is the owner of the fee simple title to the Property. Seller's title to the Property is, and on the Settlement, Date will be, marketable and good of record.

(3) No third party has any right or option to acquire all or any part of the Property.

(4) Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by Seller, nor the consummation of the sale, constitutes or will constitute a violation of or breach of any agreement or judicial order to which Seller is a party or the Property is subject, including without limitation the bylaws or other corporate documents of Seller.

b. Seller represents and warrants to Purchaser that, as of Effective Date, to the actual knowledge of Seller, without any independent investigation:

(1) Intentionally Omitted.

(2) Intentionally Omitted.

(3) Intentionally Omitted.

(4) There are no condemnation or eminent domain proceedings pending or contemplated against the Property or any part thereof, and Seller has received no written notice of the desire of any public authority or other entity to take or use the Property or any part thereof.

(5) The Property is subject to no written leases, subleases, or other rights of occupancy that will extend beyond the Settlement.

(6) There are no actions, suits, claims, arbitrations, proceedings, orders, judgments or investigations pending or threatened in writing against or affecting Seller, the Property or the operation thereof, or which questions the validity of this Agreement or any action taken or to be taken in, under or in connection with any of the provisions of this Agreement, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality.

(7) No labor has been performed or materials furnished at the request or direction of Seller that could result in a materialman's or mechanic's lien filed against the Property except as shall be fully paid by Seller or released prior to Settlement. All real estate taxes on the Property which have become due and which are required to be paid prior to Settlement have been or will be paid by Seller by Settlement. All federal and state income tax returns required to be filed for the Property during the past three (3) years have been timely filed.

(8) Intentionally Omitted.

(9) Intentionally Omitted.

For the purposes of this Agreement, "Hazardous Materials" means any of the following: asbestos-containing materials, polychlorinated biphenyls (PCBs), flammable materials, explosives, radioactive materials, petroleum products and any materials, wastes, substances, or chemicals that are deemed hazardous, toxic, a pollutant or a contaminant under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901, et seq.), in the regulations adopted or publications promulgated pursuant thereto, or in any other applicable federal, state or local laws, ordinances, rules or regulations in effect on the Effective Date relating to the protection of public health, safety or the environment.

(10) Intentionally Omitted.

(11) To Seller's knowledge, the Property Information items are correct.

(12) The Property is served by public water and sewer, gas, and electric. Seller has no actual knowledge of, and has received no notice of, any present or threatened ban, moratorium or other limitation of any kind on new connections or additional flows to any such utilities serving the Property.

(13) No fees or assessments for any public improvements have been made against the Property which remain unpaid, no improvements to the Property or any roads or facilities abutting

the Property have been made or ordered for which a lien, assessment, or charge can be filed or made, and Seller has no knowledge of any plans with respect thereto.

(14) Intentionally Omitted.

(15) Intentionally Omitted.

(16) Seller shall comply with all notice and other requirements of all Pennsylvania bulk sales laws to the extent applicable. Seller shall and hereby agrees to indemnify Purchaser for any claim, costs, loss, or damage suffered by Purchaser as a result of Seller's failure to pay any tax attributable to periods ending on or before Settlement or to provide notice to any taxing authority of the transaction contemplated herein, including, without limitation, any claim, cost, loss, or damage relating to any tax liability of the Seller related to the ownership or operation of the Property prior to Settlement. This indemnification obligation shall survive the Settlement without limitation as to time.

(17) Intentionally Omitted.

(18) Seller has received no notice regarding any suspension or cancellation of any existing Certificates of Occupancy.

(19) Seller shall and hereby agrees to indemnify Purchaser for any claim, cost, loss, or damage suffered by Purchaser as a result of Seller's failure to pay any tax attributable to periods ending on or before Settlement or to provide notice to any taxing authority of the transaction contemplated herein. This indemnification obligation shall survive Settlement without limitation as to time.

(20) Seller is not named by, and is not acting, directly, or indirectly for or on behalf of any person, group entity, or nation named by, any Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enacted, enforced, or administered by the Office of Foreign Assets Control ("OFAC").

c. Seller covenants and agrees that:

(1) Between the Effective Date and the Settlement Date, Seller shall, at Seller's expense, maintain all of the Property in a state of good order and repair, normal wear and tear and casualty excepted. Seller shall promptly notify Purchaser if Seller receives any notice from any party alleging that Seller is in default with respect to any permit, approval or agreement affecting the Property or any portion thereof.

(2) At Settlement, there shall be no contracts binding upon Purchaser entered into by Seller without Purchaser's knowledge that have not been disclosed by Seller to Purchaser. Seller shall not make any new commitments or representations to any applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility or other person or entity that would in any manner be binding upon Purchaser or the Property, without Purchaser's prior written consent in each instance, which consent Purchaser may withhold in its sole discretion.

(3) Seller shall maintain in full force and effect all licenses, permits, authorizations, approvals, certificates of occupancy and all other approvals necessary for the current use and operation of the Property (the "Permits"), and will file in a timely manner all reports, statements, renewal applications and other filings, and will pay timely all fees and charges in connection therewith that are required to keep the Permits in full force and effect.

(4) Seller now carries liability and extended coverage insurance policies on the Property; and Seller agrees that, between the Effective Date and the Settlement Date, Seller will, at Seller's expense, continue to keep such insurance in full force and effect.

(5) In addition to Seller's other obligations in this Agreement, including, without limitation, timely delivery of the Property Information, Seller shall furnish to Purchaser in a reasonable time frame, all information concerning the Property that Purchaser may from time to time reasonably request, including specifically but without limitation, cooperating with Purchaser to satisfy its purchase money lender requirements related to the Property.

(6) Between the date of the full execution and delivery of this Agreement and the expiration of the Inspection Period (or earlier termination of this Agreement by Purchaser), Seller will not enter into any purchase and sales agreements, leases, or other agreements with the effect of transferring title or a possessory interest, with respect to the Property.

d. The representations and warranties of this Section 4 made by Seller to Purchaser shall survive the closing of title and the delivery of the deed hereunder for a period not to exceed three (3) months from the Settlement Date.

5. PURCHASER'S REPRESENTATIONS. Purchaser represents and warrants, which representations and warranties are correct as of the date hereof and will be true and correct as of the Settlement Date, that:

a. Purchaser has the full right and authority to execute and deliver this Agreement and to undertake all action and performance of all tasks required of it hereunder.

b. Purchaser's performance pursuant to this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of, any lien or encumbrance upon the Property under any agreement or other instrument to which Purchaser is a party or by which Purchaser or the Property are bound.

c. This Agreement has been duly authorized and executed on behalf of Purchaser and constitutes a valid and binding agreement, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of such rights generally and by principles of equity. Purchaser has obtained all consents, releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which Purchaser is a party or by which Purchaser is bound.

6. EVIDENCE OF TITLE.

a. If readily available, Seller's most recent title insurance policy for the Property will be included in the Property Information delivered to Purchaser ("Existing Policy"). Seller shall satisfy all mortgages, liens, and security interests ("Monetary Liens") at Settlement, utilizing the Settlement proceeds. Except as provided to the contrary herein and except for any Monetary Liens and Defects to which Purchaser has objected, in the event that Purchaser proceeds after the Inspection Period, Purchaser has accepted title in the condition as represented thereon.

b. During the Inspection Period, Purchaser shall order a title commitment or report (the "Title Commitment") from Philadelphia Suburban Abstract Company ("Title Company"), which will agree to issue an Owner's Policy of Title Insurance (the "Title Policy") insuring Purchaser's title to the Property to be good and marketable in the amount of the Purchase Price. If the Title Commitment and/or Survey, if any, shows any title defect, lien, encroachment, or encumbrance that renders the Property unusable for its present purpose ("Defect"), then Purchaser, prior to the expiration of the Inspection Period, shall notify Seller in writing specifying the Defect, together with a complete copy of the Title Commitment. Seller shall, within ten (10) days after receiving such notice of Defects, provide a written response to Purchaser that Seller will or will not attempt to cure such Defects. If Seller fails to provide such written response, it shall be deemed that Seller shall not cure such Defects as set forth in Purchaser's written notice of Defects. If Seller elects not to cure the Defects or fails to notify Purchaser within the aforementioned time frame, Purchaser shall be entitled to terminate this Agreement and have the Deposit returned to it and be paid by Seller the title fees that Purchaser has incurred, not to exceed \$1,500.00, at which time this Agreement shall become void and there shall be no further objection or liability on either party hereto. If Seller agrees to cure such Defects, this Agreement shall remain in effect, however Settlement may be extended to allow Seller the time to cure said Defect. Notwithstanding the foregoing, Seller shall be required to discharge of record at or prior to Settlement all Monetary Liens, regardless of whether Purchaser identifies any such Monetary Lien as a Defect in its written notice described above.

7. SURVEY. Included within the Property Information, provided the Seller has the same available, is a copy of Seller's most recent survey ("Existing Survey"). During the Inspection Period, Purchaser, at its sole cost and expense, may order a current survey of the Property (the "Survey") certified to Purchaser, its respective counsel, lender(s), and to the Title Company. All matters shown on the Survey which constitute a Defect and materially impede the ability to utilize the Property as it is currently utilized, shall be resolved as provided in Section 6 above.

8. SETTLEMENT DATE AND PLACE. This transaction shall be closed ("Settlement") and the instruments of conveyance shall be delivered on or before fifty (50) days after expiration of the Inspection Period ("Settlement Date"). The Settlement Date is subject to being extended or shortened by agreement of the parties or by any other provisions of this Agreement. The Settlement shall be in the offices of the Escrow Agent, or such other place as may be agreed by the parties or by overnight delivery. Formal tender of an executed deed and purchase money is hereby waived.

9. CONVEYANCE.

a. At Settlement, Seller shall deliver, duly executed and in form satisfactory to the Escrow Agent, the following:

(1) A Special Warranty Deed, in proper form for recording, conveying the Property to Purchaser in fee simple, free and clear of all liens, encumbrances, and other matters adversely affecting title and any other matters that have been expressly waived by Purchaser in writing, together with a Pennsylvania Realty Transfer Tax Statement of Value. Purchaser reserves the right to acquire title to the Property in the name of an affiliated entity as set forth in Section 25;

(2) Deliver possession of the Property to Purchaser, and free and clear of all tenancies or other rights of occupancy and free of all trash, debris, equipment, vehicles, waste and the like;

(3) Owner's title affidavit as to mechanics liens, possession, and other matters affecting title, in customary form acceptable to Purchaser and the Title Company;

(4) Pursuant to Section 1445 of the Tax Reform Act of 1984, a "Non-Foreign Person" Affidavit;

(5) A Settlement statement, in form and content prepared by the Title Company and acceptable to both the Seller and Purchaser;

(6) Intentionally Omitted.

(7) Intentionally Omitted.

(8) Original Waivers and Releases of the Right to File a Lien under the Commercial Real Estate Brokers Lien Act, duly executed by each Broker;

(9) A Closing Certificate confirming that all of the representations and warranties by Seller set forth in this Agreement are true and correct at and as of the Settlement in all material respects;

(10) Evidence of Seller's compliance with the notice provisions of all Pennsylvania bulk sales laws;

(11) If Pennsylvania tax clearances are not received prior to Settlement, a bulk sales release and indemnity in favor of Purchaser in form and substance reasonably satisfactory to Purchaser as is consistent with Section 4 (b) (16). In no event shall Seller be obligated to escrow any monies at Settlement for compliance with Pennsylvania bulk sales laws or tax clearance requirements;

(12) A duly executed and acknowledged assignment, in form and content reasonably satisfactory to Purchaser, assignment to Purchaser all of Seller's right, title, and interest in any service contracts, if any, permits, licenses, plans, and approvals relating to the ownership, operation or occupancy of the Property (nothing herein shall be deemed to require Purchaser to accept assignment of any contract); and

(13) Such other items and instruments as Purchaser, the Title Company and/or Escrow Agent may reasonably require.

b. At Settlement, Purchaser shall deliver:

- (1) The Settlement proceeds;
- (2) A Settlement statement; and
- (3) Such other items as Seller and/or Escrow Agent may reasonably require.

10. PRORATIONS, ADJUSTMENTS AND CERTAIN SETTLEMENT COSTS.

a. Real estate taxes, all utilities, and other apportionable income and expenses paid or payable by Seller shall be apportioned as of the date of Settlement. Seller shall cause any and all public utilities servicing the Property to issue final bills to Seller on the basis of readings made as of Settlement, and all such bills shall be paid by Seller.

b. All assessments for public improvements which have been completed prior to the Settlement, shall be paid in full by Seller at or before the Settlement. All assessments issued following Settlement shall be Purchaser's responsibility, if Purchaser purchases the Property.

c. Seller shall pay the cost of preparation of the Deed, recording the Deed, and its own attorneys' fees. The parties shall divide equally, the Escrow Agent's closing fees, closing fees, and Pennsylvania and local real estate transfer taxes. Purchaser shall pay all other costs, including, without limitation, all costs associated with: (i) the title insurance coverage; and (ii) Property Inspection. All other expenses of conveyance shall be paid by the party incurring them or as otherwise set forth in this Agreement.

11. 1031 EXCHANGE. Seller and Purchaser may desire to complete a tax-free exchange (either regular or reverse) under Section 1031 of the Internal Revenue Code in connection with the sale or purchase of the Property, in which event Settlement shall be coordinated with a qualified delayed exchange intermediary as the exchange facilitator with full powers to complete the exchange. The exchange facilitator will instruct Seller or Purchaser as to the manner in which title to the Property shall be conveyed to the Purchaser. There will be no additional expenses to Seller, as the result of Purchaser completing a tax-free exchange, nor to Purchaser as a result of Seller completing a tax-free exchange. Seller and Purchaser agree to cooperate with one another and their respective exchange facilitator to allow the completion of the exchange. Seller shall indemnify and hold Purchaser harmless from any liability or expense as a result of Seller completing a tax-free exchange of the Property, and Purchaser shall indemnify and hold Seller harmless from any liability or expense as a result of Purchaser completing a tax-free exchange of the Property. In no event shall: (i) such tax-free exchange delay Settlement; or (ii) either party shall be required to take title to any third-party Property.

12. RISK OF LOSS/CONDEMNATION. All risk of loss or damage to the Property by any cause is assumed by Seller until Settlement. If, prior to Settlement, the Property or any portion thereof is taken by proceedings in condemnation, Seller shall promptly notify Purchaser in writing. Within ten (10) days of receipt of said notice, Purchaser shall have the option of terminating this Agreement, whereupon the Deposit plus any interest earned thereon shall be returned the Purchaser or proceeding hereunder. If Purchaser elects to proceed under this Agreement, there shall be a pro-rata reduction of the Purchase Price to reflect the portion of the Property taken in condemnation or Purchaser shall be entitled to such condemnation award, at Seller's option.

13. DEFAULT BY SELLER. In the event Seller is in default of any of the provisions of this Agreement, and fails to cure such default within ten (10) days after written notice from Purchaser of such default, provided such default can be cured within ten (10) days, and if the same cannot be cured within ten (10) days and Seller is diligently pursuing such a cure, then Seller shall not e held in default. Once the cure period has lapsed and Seller is still in default, then Purchaser shall have the right to: (i) terminate the Agreement, receive a return of the Deposit, and Seller shall promptly reimburse Purchaser for Purchaser's documented and actual out-of-pocket expenses incurred by Purchaser related to this Agreement (including, without limitation, attorneys' fees, and fees/costs associated with the survey, title or the inspection of the Property) not to exceed \$2,500,000.00, in which event this Agreement shall be null and void and neither party shall have any further obligation to the other; or (ii) seek any remedies available at law or in equity (including, without limitation, specific performance).

14. DEFAULT BY PURCHASER. Should Purchaser fail to proceed to Settlement as required by the terms and conditions of this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to terminate the Agreement and receive and retain the Deposit as liquidated damages. The parties acknowledge and agree that it would be difficult, if not impossible, to ascertain Seller's actual damages if this Agreement is terminated by Seller pursuant to this Section 14, and the Deposit represents a good faith, reasonable estimate of such damages.

15. LITIGATION. In the event that there is any litigation relating to this Agreement, each party shall pay its own costs and fees. This provision shall survive the termination of this Agreement or Settlement hereunder.

16. NOTICES. All notices necessary or proper herein shall be made by: (i) overnight delivery with a copy via e-mail; (ii) posting the same in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid with a copy via e-mail; or (iii) a reputable courier or delivery service with a copy by e-mail, addressed as follows:

Seller: The Estate of Raymond L. Weinmann
853 Hillsdale Rd. West Chester Pa.
Attn: Mark Weinmann
Email:

And to: Curtin & Heefner LLP
1040 Stony Hill Road, Suite 150
Yardley, PA 19057

(13) Such other items and instruments as Purchaser, the Title Company and/or Escrow Agent may reasonably require.

b. At Settlement, Purchaser shall deliver:

- (1) The Settlement proceeds;
- (2) A Settlement statement; and
- (3) Such other items as Seller and/or Escrow Agent may reasonably require.

10. PRORATIONS, ADJUSTMENTS AND CERTAIN SETTLEMENT COSTS.

a. Real estate taxes, all utilities, and other apportionable income and expenses paid or payable by Seller shall be apportioned as of the date of Settlement. Seller shall cause any and all public utilities servicing the Property to issue final bills to Seller on the basis of readings made as of Settlement, and all such bills shall be paid by Seller.

b. All assessments for public improvements which have been completed prior to the Settlement, shall be paid in full by Seller at or before the Settlement. All assessments issued following Settlement shall be Purchaser's responsibility, if Purchaser purchases the Property.

c. Seller shall pay the cost of preparation of the Deed, recording the Deed, and its own attorneys' fees. The parties shall divide equally, the Escrow Agent's closing fees, closing fees, and Pennsylvania and local real estate transfer taxes. Purchaser shall pay all other costs, including, without limitation, all costs associated with: (i) the title insurance coverage; and (ii) Property Inspection. All other expenses of conveyance shall be paid by the party incurring them or as otherwise set forth in this Agreement.

11. 1031 EXCHANGE. Seller and Purchaser may desire to complete a tax-free exchange (either regular or reverse) under Section 1031 of the Internal Revenue Code in connection with the sale or purchase of the Property, in which event Settlement shall be coordinated with a qualified delayed exchange intermediary as the exchange facilitator with full powers to complete the exchange. The exchange facilitator will instruct Seller or Purchaser as to the manner in which title to the Property shall be conveyed to the Purchaser. There will be no additional expenses to Seller, as the result of Purchaser completing a tax-free exchange, nor to Purchaser as a result of Seller completing a tax-free exchange. Seller and Purchaser agree to cooperate with one another and their respective exchange facilitator to allow the completion of the exchange. Seller shall indemnify and hold Purchaser harmless from any liability or expense as a result of Seller completing a tax-free exchange of the Property, and Purchaser shall indemnify and hold Seller harmless from any liability or expense as a result of Purchaser completing a tax-free exchange of the Property. In no event shall: (i) such tax-free exchange delay Settlement; or (ii) either party shall be required to take title to any third-party Property.

Attn: Maureen B. Carlton, Esquire
Email:

Purchaser: Pie-Mir LLC
1016 Maple St Conshohocken Pa
Attn: Julian Miraglia
Email:

And to: Philadelphia Suburban Title Company
922 Ridge Pike
Conshohocken Pa. 19428

The addresses of the parties may be changed by giving notice thereof in writing in the manner set forth in this Section for the giving of notice. Any notice shall be deemed to have been given: three (3) days after its mail by certified mail; one (1) day after it is delivered to an overnight delivery service for delivery; or on the same day, if delivered via a courier or delivery service.

17. **BROKERS.** The parties mutually warrant and represent to each other that neither party has retained a broker(s) with whom they have dealt in connection with this transaction and neither has authorized any broker to act on its behalf in respect of the transaction contemplated. Each party shall indemnify the other against any requests for commissions or monies due as a result of this transaction. This shall survive Settlement.

18. **INDEMNITY.** Following Settlement, the parties agree to indemnify each other and hold harmless the other from and against any and all claims, actions, loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) asserted against or incurred by either party arising out of or relating to: (a) a breach of any representation or warranty of each party herein; or (b) the failure of either party to perform any obligation required by this Agreement. This provision shall survive the termination of this Agreement or Settlement hereunder.

19. **TIME.** Time is of the essence of this Agreement. If any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

20. **CONSTRUCTION.** This Agreement shall be construed in accordance with the Laws of the Commonwealth of Pennsylvania. The venue of any action shall exclusively be in Montgomery County, Pennsylvania. Both parties waive trial by jury with respect to any matters arising out of this Agreement. This Agreement shall not be construed more or less favorably for or against either party on account of its drafting.

21. **GENDER.** Whenever the context hereof so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

22. **CAPTIONS.** The headings and subheadings used throughout this Agreement are for convenience only, have no significance in the interpretation of this Agreement and shall be disregarded in construing the provisions of this Agreement.

23. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors, personal representatives, and assigns forever.

24. COUNTERPARTS/FACSIMILE. This Agreement, and any amendments hereto, may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by a party's signature transmitted by facsimile ("fax") or email or by a party's electronic signature, and copies of this Agreement executed and delivered by means of faxed or emailed copies of signatures or originals of this Agreement executed by electronic signature shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All parties hereto may rely upon faxed, emailed or electronic signatures as if such signatures were original wet signatures. Any party executing and delivering this Agreement by fax or email shall promptly thereafter deliver a counterpart signature page of this Agreement containing said party's original signature. All parties hereto agree that a faxed or emailed signature page or an electronic signature may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original wet signature page.

25. ASSIGNMENT. Purchaser shall have the absolute right to assign this Agreement without the prior written consent of Seller, provided such assignee shall be financially similar to Purchaser and such assignment shall not cause any delays under this Agreement, upon which assignment to and assumption by Purchaser's assignee, and Seller agrees to convey the Property at Settlement directly to Purchaser assignee. Notwithstanding the foregoing, Seller agrees, at Purchaser's request, to terminate this Agreement and simultaneously enter into a new Agreement of Sale, with the same terms and conditions hereof, with Purchaser's assignee or nominee. Any such new Agreement shall be in the nature of a novation. In the event that any such assignment results in the imposition of realty transfer tax by the Pennsylvania Department of Revenue, Purchaser shall be responsible for the payment of any such tax in its entirety, and shall defend and hold harmless Seller.

26. NO RECORDATION. Neither party shall record this Agreement nor a memorandum or other summary of this Agreement with the Recorder of Deeds Office in and for Montgomery County.

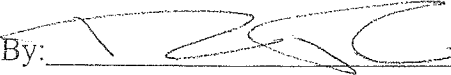
27. ENTIRE AGREEMENT. This Agreement, the exhibit attached hereto, and any related documents contain the entire agreement between the parties and neither this Agreement. Except with respect to the Assignment set forth in Section 25, this Agreement may not be altered, modified or amended unless executed by the parties with the same formalities as this instrument is executed.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year hereinafter stated.

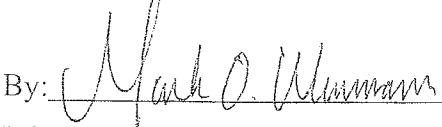
PURCHASER:

Pie- Mir LLC a Pa. limited.
liability company

By:  [SEAL]
Print Name: Brian Pieri
Title: Member
Date: 4/18/24

SELLER:

The Estate of Ray Weinmann

By:  [SEAL]
Print Name: Mark Weinmann
Title: Executor
Date: 4/18/2024

FIRST EXTENSION TO THE SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 18th day of April 2024 ("Effective Date"), between **The Estate of Ray Weinmann** hereinafter referred to as "Seller" and **Pie-Mir LLC** a Pennsylvania limited liability company, its permitted successors, or assigns, hereinafter referred to as "Purchaser".

WHEREAS; The parties executed an Agreement of Sale "Agreement" on April 18, 2024, hereinafter, referred to as "The Effective Date" for the property known as 127 E. Elm Street, Conshohocken, PA, Montgomery County.

WHEREAS; Under paragraph 3D of the Agreement, Purchaser within Forty (40) days of the Effective Date, was to deliver to Seller written notice indicating that it wished to proceed with the purchase of the property "The Inspection Contingency Notice to Proceed".

WHEREAS; The results of the Phase 1 now require an additional Phase 2 inspection of the property.

WHEREAS; The parties agree to extend the Inspection Contingency Notice to Proceed in order to conduct the Phase 2 inspection.

WHEREAS; The estimated cost for the Phase 2 inspection is \$ _____ which each party has agreed to pay 50% of the cost.

NOW THEREAFTER, for an inconsideration of the mutual promises, covenants and undertaking contained herein, and other good and valuable consideration the receipt and sufficiency of where are hereby acknowledged, the parties hereto agree as follows:

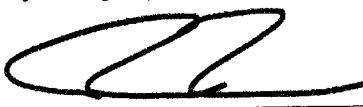
The Inspection Contingency Notice to Proceed under the Agreement shall hereby be extended to July 7, 2024,

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year hereinafter stated.

PURCHASER:

Pie- Mir LLC a Pa. limited.
liability company

By:  [SEAL]

Print Name: Brian Pieri

Title: Member

Date: 5/28/24

SELLER:

The Estate of Ray Weinmann

DocuSigned by:

Mark Weinmann

1DA271DE760C428...

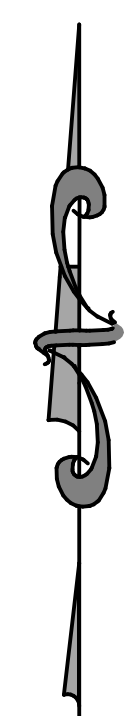
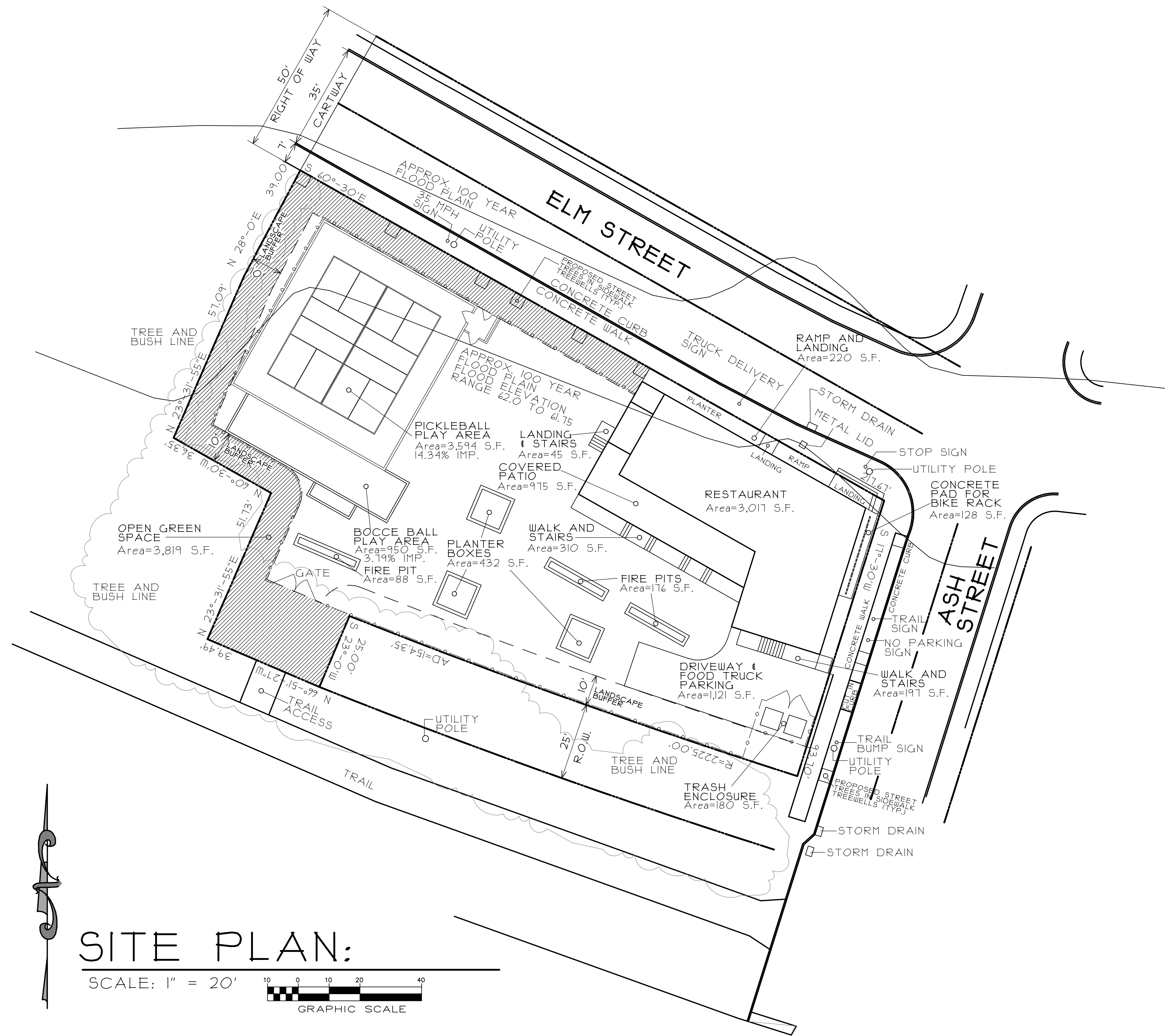
By: _____ [SEAL]

Print Name: Mark Weinmann

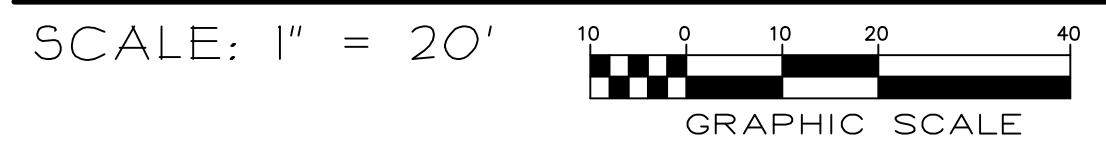
Title: Executor _____

Date: _____ 5/28/2024

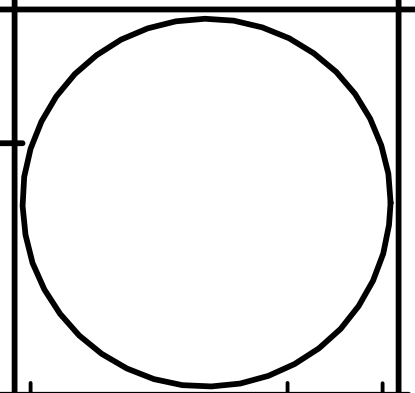
UNLESS OTHERWISE EXPRESSLY PROVIDED, NO PROVISION OF THIS AGREEMENT IS INTENDED FOR, OR SHALL BE CONSTRUED TO CONFER UPON OR OTHERWISE GIVE TO ANY PERSON OR ENTITY, OTHER THAN THE SIGNATORIES TO THIS AGREEMENT, ANY RIGHTS, REMEDIES OR BENEFITS CREATED BY OR ARISING UNDER THIS AGREEMENT.
 ALL DRAWINGS, RENDERINGS, SKETCHES, AND OTHER CONSTRUCTION DOCUMENTS AND WORK PRODUCT PROVIDED BY RHC DESIGN LLC, FOR THIS PROJECT ARE INTENDED SOLELY AND EXCLUSIVELY FOR THE USE AND BENEFIT OF [CLIENT NAME] AND ITS SUBCONTRACTOR IN CONNECTION WITH SECURING THE NECESSARY PERMITS FOR CONSTRUCTION AND FOR GENERAL USE IN CONSTRUCTING THE IMPROVEMENTS SHOWN IN THESE MATERIALS.



SITE PLAN:



SP-1 SPECIALLY PLANNED DISTRICT		
	REQUIRED	PROPOSED
LOT AREA (Min.)	43,560 S.F.	25,061 S.F.
LOT WIDTH @ BLDG. LINE (Min.)	15 FT.	
BUILDING SETBACK (Min.)	15 FT.	
BUILDING AREA (Max.)	20%	3,992 S.F. 15.93%
IMPERVIOUS COVERAGE (Max.)	10%	11,123 S.F. 44.38%
OPEN SPACE (MIN.)	15%	3,819 S.F. 10.89%
BUILDING HEIGHT (Max.)	85 FT.	



RHC
 DESIGN, LLC

55 PLANK AVE. PAOLI, PA 19301 484-716-3023
 FAX 610-889-0663 - RICK@RHCDSIGNLLC.COM

PROPOSED SITE PLAN FOR
PIERI WINE GARDEN
 127 EAST ELM STREET, CONSHOHOCKEN, PA 19428
 CONSHOHOCKEN BOROUGH - MONTGOMERY COUNTY - PENNSYLVANIA

CONTRACTOR SHALL VERIFY DIMENSIONS AT THE SITE AND REPORT ALL DISCREPANCIES IN DRAWINGS TO RHC DESIGN BEFORE PROCEEDING. ALL UNISSUED DRAWINGS ARE VOID. RHC DESIGN, LLC AND SHALL NOT BE USED ON OTHER WORK WITHOUT THE WRITTEN PERMISSION OF RHC DESIGN, LLC.

REVISIONS:

DATE:
 06-14-24
 FILE NO.
 24082
 SCALE:
 AS-NOTED
 TITLE:
 WORKING DRAWINGS
 SHEET

S-1
 OF - SHEETS



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE AUGUST 19, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-20

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on August 19, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: Eleanor R. Hertrich, c/o Catania Concrete
137 West 7th Avenue, Conshohocken, PA 19428

PREMISES INVOLVED: 238 West 5th Avenue
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Eleanor R. Hertrich
513 Wood Street, Conshohocken, PA 19428

The petitioner is seeking a zoning interpretation and a Variance from Sections §27-1005.C and §27-1007.1 to permit the demolition and construction of a new single-family detached dwelling with a 3.5-ft front yard setback facing W. 5th Avenue whereas a 25-ft front yard setback from the ultimate right-of-way line or the established building line of the majority of the buildings on the same side of the block is required; and to permit an off-street parking space in the front yard between the principal dwelling and Wood Street, whereas off-street parking is not permitted between the front wall of a principal structure and the curb of the street toward which that wall is oriented in the BR-1 zoning district.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: August 14, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 238 West Fifth Avenue - Zoning Determination

History of the Site:

238 West Fifth Avenue is an existing 4,830 SF residential property, improved with a two (2) – story single-family detached dwelling constructed in 1861.

The site is a corner property located within the BR-1 – Borough Residential District 1 and subject to the HRC – Historic Residential Conservation Overlay District. The site is fronted by West Fifth Avenue (80' wide right-of-way) to the south and Wood Street (66' wide right-of-way) to the west; and residential properties also located within the BR-1 zoning district in all other directions. The existing lot size of the property is 69' wide by 70' long. There is an existing concrete and brick paver area located to the rear of the existing dwelling, and an existing walkway that leads into the adjoining corner parcel located behind the dwelling at 513 Wood Street which is under the same ownership as the subject property.

Current Request:

The Applicant, Eleanor R. Hertrich, C/o, Jason Catania with Catania Concrete, is proposing to demolish the existing single-family detached dwelling and abutting concrete pad, walks, steps, and walls to the existing dwelling on the site to construct a new 1,660 SF single-family detached dwelling with an attached garage and 20' wide x 36.3' driveway apron and driveway off of Wood Street. The proposed new single-family detached dwelling will be setback 3.5 feet from the West Fifth Avenue right-of-way line. The existing and proposed residential single-family detached dwelling use of the building is a permitted by right use in compliance with Section §27-1002.1 of the BR-1 zoning district.

The Applicant is requesting a variance from Sections §27-1005.C to permit the new single-family detached dwelling to be located at 3.5 feet front yard setback, whereas the front yard setback shall be 25 feet, to be measured from the ultimate right-of-way line; except where there is an established building line, then the building line of the majority of the buildings on that side of the block shall be used.

The Applicant is proposing an attached garage with a new driveway apron and driveway off of Wood Street which will accommodate up to two (2) off-street parking spaces. The Applicant is also requesting a variance from Section §27-1007.1 to permit off-street parking spaces to be located between the front wall of a principal structure and the curb of Wood Street toward which that wall is oriented in the BR-1 district.

In addition, the Applicant is requesting a zoning interpretation from the Zoning Hearing Board in regard to the front yard setback of Section §27-1005.C and the front yard off-street parking requirement of Section §27-1007.1.

Zoning Determination:

The subject property is a corner property located within the BR-1 – Borough Residential District 1 and subject to the HRC – Historic Residential Conservation overlay district regulations of the Zoning Ordinance.

Per Section §27-1902-C, a historic single-family detached dwelling is defined as a dwelling designed for and occupied exclusively as a residence for only one family and not attached to any other building or dwelling unit, which was constructed more than 50 years ago. In addition, demolition is defined as the complete removal of a structure or a cope of construction (alteration, addition, renovation or reconstruction) of a structure where only the foundation of the original structure remains.

Per the Montgomery County property records, the existing single-family detached dwelling was constructed in 1861 (163 years ago) which is greater than 50 years old and therefore is subject to the code provisions of Part 19-C of the HRC – Historic Residential Conservation Overlay District, specifically, Section §27-1905-C for demolition of the existing historic single-family detached dwellings. The Applicant had previously submitted documentation of structural deficiency to the Borough which has since been reviewed and approved by the Conshohocken Borough building code official for the demolition of the existing building.

Per Section §27-702.B, a nonconforming building or structure is any existing lawful building or structure that does not conform to the height, location, size, bulk, or other dimensional requirements of the district in which it is located. The existing dwelling is located at the front property line along West Fifth Avenue at zero (0) feet setback.

Per Section §27-1005.C, *the front yard setback shall be 25 feet, to be measured from the ultimate right-of-way line; except where there is an established building line, then the building line of the majority of the buildings on that side of the block shall be used.*

The established building line is defined under Section §27-202, that when determining the established building line to calculate the front yard setback of a building or structure, such setback shall be measured from the original front building wall of the existing, adjoining and adjacent structures and shall exclude all later additions, enclosed porches or other projections or modifications not original to the structure.

Per Section §27-202, building line is defined as *the line which serves as the rear boundary of the minimum front yard and which is used for the purpose of measuring lot width (See also “yard line”).*

Per Section §27-202, yard line is defined as *the line which locates and delineates the minimum yard setback requirements measured from the front, rear, and side lot lines.*

Per the Montgomery County property records, there is a total of thirteen (13) parcels fronting West Fifth Avenue. Based on the Building Line Plan provided by the Applicant, the existing building setbacks along West Fifth Avenue range from 0 feet to 12.9 feet, comprised as follows:

- One (1) property (the subject parcel) with an existing 0 feet setback from the West Fifth Avenue right-of-way line. (The plan dimensioned a 3.5 feet setback based on the proposed new single-family detached dwelling);
- One (1) property with an existing 2.1 feet setback from the West Fifth Avenue right-of-way line;
- Six (6) properties with an existing 3.5 feet setback from the West Fifth Avenue right-of-way line;
- One (1) property with an existing 6.7 feet setback from the West Fifth Avenue right-of-way line;
- One (1) property with an existing 9.1 feet setback from the West Fifth Avenue right-of-way line;
- One (1) property with an existing 9.3 feet setback from the West Fifth Avenue right-of-way line;
- and,
- Two (2) properties with an existing 12.9 feet setback from the West Fifth Avenue right-of-way line

The majority of the thirteen (13) buildings along the same side of the block would be seven (7). Since only six (6) existing properties have the same building setback of 3.5 feet, it does not constitute the “majority” of the buildings on the same side of the block. By definition, the established building line states that the setback shall be measured from the original front building wall of the existing structure. Per Section §27-1005.C, the front yard setback shall be based on 25 feet setback, or the established building line based on the “majority” of the buildings on the same side of the block, and allowance for an “average” measurement is not provided in any of the relevant code definitions under the current Zoning Ordinance.

Therefore, the existing single-family detached building is considered an existing non-conforming building because it does not meet the current front yard setback requirement of the BR-1 zoning district at zero (0) feet setback.

Since the Applicant is proposing to demolish the existing single-family detached building in its entirety, the Applicant will be required to comply with the BR-1 district dimensional requirements of the current Zoning Ordinance. The proposed new single-family dwelling will only have a proposed front yard setback of 3.5 feet; and as a result, the Applicant would be required to seek a variance from Section §27-1005.C to permit a 3.5 feet front yard setback, whereas a 25 feet front yard setback is required since there is no established building line for the majority of the buildings located along the same side of the block.

Per Section §27-808, *a lot fronting on two or more streets at their junction is considered a corner lot*. The existing property is considered a corner lot since it fronts on West Fifth Avenue to the south and Wood Street to the west.

Per Section §27-202, a yard is defined as the area(s) of a lot which must remain free of building or other structures, and may be used as lawn or planted area, parking or driveway space, in compliance with the provisions of the Zoning Ordinance. Per Section §27-1007.1, however, does not permit the required off-street parking spaces to be located between the front wall of a principal structure and the curb of the street toward which that wall is oriented in the BR-1 District.

The yard definition includes that it is measured at right angles from the right of way or lot line to the nearest building wall. A front yard is further defined as a yard which extends across the full width of a lot, for a depth equal to the minimum front yard setback distance required by the specific regulations of this Chapter, measured from the ultimate right-of-way line.

Since the proposed driveway off of Wood Street will provide the required off-street parking spaces for the proposed new single-family detached dwelling, and the off-street parking spaces will be located between the front wall of

the principal building facing Wood Street and the curb of Wood Street toward which that wall is oriented, the Applicant is required to seek a variance from Section §27-1007.1 to permit the off-street parking located in the front yard area facing Wood Street.



BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Zoning Application

Application: Z-2024-20
Date Submitted: 7/19/24
Date Received: 7/19/24

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

2. Section of the Zoning Ordinance from which relief is requested:

27-1005(C) (Front Yard; 5th Avenue); 27-1007(1) (Parking space in front yard setback)

3. Address of the property, which is the subject of the application:

238 West 5th Avenue, Conshohocken, PA 19428

4. Applicant's Name: Eleanor R. Hertrich, c/o Catania Concrete (Attn: Jason Catania)

Address: 137 West 7th Avenue

Phone Number (daytime): 484-368-7478

E-mail Address: cataniajason@gmail.com

5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant

6. Property Owner: Eleanor R. Hertrich

Address: 513 Wood Street, Conshohocken, PA 19428

Phone Number: 484-368-7478

E-mail Address: cataniajason@gmail.com

7. Lot Dimensions: 69' x 70' Zoning District: BR-1

8. Has there been previous zoning relief requested in connection with this Property?

Yes No If yes, please describe.

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

The site is currently occupied by a 2-story, 691 SF masonry building (Existing Structure).

10. Please describe the proposed use of the property.

Demolition of Existing Structure and construction of one (1) single family detached dwelling per Plan attached as Exhibit "A".

11. Please describe proposal and improvements to the property in detail.

See plan attached as Exhibit "A".

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

See Exhibit "C"

13. If a Variance is being requested, please describe the following:

a. The unique characteristics of the property: _____

See Exhibit C.

b. How the Zoning Ordinance unreasonably restricts development of the property:

See Exhibit C.

c. How the proposal is consistent with the character of the surrounding neighborhood. _____

See Exhibits B and C.

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

See Exhibit C.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

Section 27-1005(C)

Section 27-1007(1)

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

See attached Exhibit "D".

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

Such other relief as the Zoning Hearing Board determines to be necessary and appropriate.

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

N/A

c. Please describe in detail the reasons why the requested relief should be granted.

N/A

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: Alfred R. Fuscaldo (Fuscaldo Law Group LLC)

b. Address: 613 Patriot Lane, Phoenixville, PA 19460

c. Phone Number: 484-302-5481

d. E-mail Address: al@fuscaldolaw.com

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

ELEANOR HEITRICH

Applicant

Eleanor Heitrich

Legal Owner

7/19/24

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 19 day of

July, 2024

Gerita J. Keiser

Notary Public

(Seal)



BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: _____

Exhibit "C"

Variance from Section 27-1005(C) (Front Yard Setback; 5th Avenue): Pursuant to Section 27-1005(C): "The front yard setback shall be 25 feet, to be measured from the ultimate right-of-way line; except where there is an established building line, then the building line of the majority of the buildings on that side of the block shall be used." Per the plan attached as Exhibit "B", only two buildings on the 5th Avenue block have identical building lines, with those building lines being 3.5'. The remainder of the buildings on the 5th Avenue block all have differing building lines of less than 25' from 5th Avenue. The proposed building line of 3.5 is consistent with the remainder of the block. The Existing Structure encroaches into the 5th Avenue front yard setback. Requiring the proposed dwelling to comply with two 25' front yard setbacks, as well as the rear and side yard setbacks would create an artificially small building envelope and a dwelling out of character with the rest of the block, creating hardship on the Applicant.

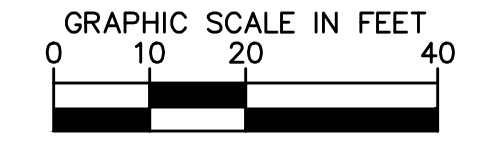
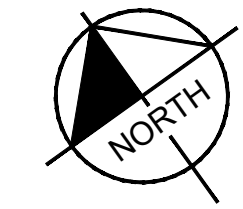
Variance from Section 27-1007(1) (Parking space in Wood Street Driveway): The Property is a corner lot with frontage on 5th Avenue and Wood Street. The proposed dwelling complies with the 25' front yard setback requirement from Wood Street. The proposed dwelling will contain a 1.5 car attached garage which complies with the 25' front yard setback. Section 27-2002 requires two off-street parking spaces per dwelling unit. Section 27-1007(1) does not permit a required off-street parking space to be located within a driveway located between the front wall of the house and curb. The Property has two front yards, necessitating the requested relief. The front of the dwelling is oriented towards 5th Avenue.

Exhibit "D"

Section 27-1005(C): The Applicant appeals from the determination of the Zoning Officer that the "established building line" of the 5th Avenue frontage is not 3.5'. Pursuant to Section 27-1005(C): "The front yard setback shall be 25 feet, to be measured from the ultimate right-of-way line; except where there is an established building line, then the building line of the majority of the buildings on that side of the block shall be used." Per the plan attached as Exhibit "B", only two buildings on the 5th Avenue block have identical building lines, with those building lines being 3.5'. The remainder of the buildings on the 5th Avenue block all have differing building lines. The Zoning Officer has previously advised the Applicant that the average of the building lines of the buildings on a block cannot be used to determine the established building line. Therefore, the building line of the majority of the buildings on the 5th Avenue block must be 3.5'. The Applicant seeks a determination from the Zoning Hearing Board that the 5th Avenue front yard setback is 3.5'.

Section 27-1007(1): The Applicant appeals from the determination of the Zoning Officer that this Section is applicable to the project. Section 27-1007(1) provides: "There shall be no parking lots or required off-street parking spaces permitted *between the front wall of a principal structure and the curb of the street toward which that wall is oriented* in the BR-1 District." The proposed dwelling has two front yards. The front wall of the dwelling faces 5th Avenue, not Wood Street. The driveway is between Wood Street and the side wall of the dwelling. The Applicant seeks a determination from the Zoning Hearing Board that Section 27-1007(1) is not applicable to the proposed dwelling.

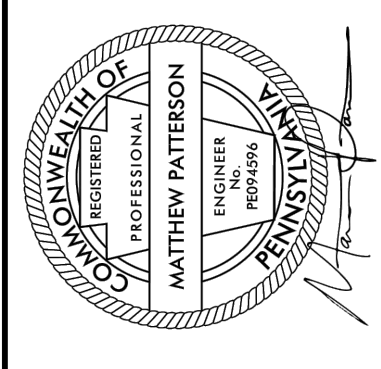
Plotted By: Peterson, Matt. Sheet Set: 238 W. 5TH AVE. Layout: C-100. July 18, 2024. 07:50:51am. K:\PHI-PRJ\112967000 - 238 West 5th Ave. - Borough of Conshohocken, Montgomery Co., PA\CAD\Exhibits_Zoning\Plans\2024-07-17 - Zoning Plan\Building Line Exhibit.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES
 3 WORKING DAYS NOTICE FOR
 CONSTRUCTION PHASE AND 15 WORKING
 DAYS IN DESIGN STAGE. STOP CALL
 PA 1
 800-325-7776
 ONE CALL TICKET NUMBER: 20240610092

No.	REVISIONS	DATE	BY

Kimley-Horn
 © 2024 KIMLEY-HORN AND ASSOCIATES, INC.
 50 SOUTH 16TH ST, TWO LIBERTY PLACE, SUITE 3300
 PHILADELPHIA, PA 19102
 PHONE: 267-687-0150
 WWW.KIMLEY-HORN.COM



KHA PROJECT
 112967000
 DATE
 07/17/2024
 SCALE: AS SHOWN
 DESIGNED BY: MRP
 DRAWN BY: NRP
 CHECKED BY: MRP

BUILDING LINE PLAN

238 W 5TH AVENUE
 PREPARED FOR
 CATANIA CONCRETE
 SITUATED IN
 BOROUGH OF CONSHOHOKEN
 MONTGOMERY COUNTY, PA

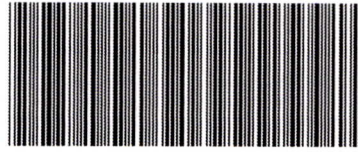
SHEET NUMBER
Z-2

RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869



DEED BK 5703 PG 02502 to 02506.2
INSTRUMENT # : 2008083417
RECORDED DATE: 08/12/2008 03:26:43 PM



0360679-0011Q

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 7

Document Type: Deed	Transaction #: 274417 - 1 Doc(s)
Document Date: 07/20/2007	Document Page Count: 4
Reference Info:	Operator Id: dcane
RETURN TO: (Mail) PAUL J RUBINO	SUBMITTED BY: PAUL J RUBINO

*** PROPERTY DATA:**

Parcel ID #: 05-00-03648-00-1
Address: 238 W FIFTH AVE

PA
19428
Municipality: Conshohocken Borough
School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$1.00
FEES / TAXES:	
Recording Fee:Deed	\$46.50
Affidavit Fee	\$1.50
Total:	\$48.00

DEED BK 5703 PG 02502 to 02506.2
Recorded Date: 08/12/2008 03:26:43 PM

I hereby CERTIFY that
this document is
recorded in the
Recorder of Deeds
Office in Montgomery
County, Pennsylvania.



Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Digitally signed 07/19/2024 by montgomery.county.rod@govos.com

Certified and Digitally Signed

Validation may require Adobe 'Windows Integration'

eCertified copy of recorded # 2008083417 (page 1 of 7)
Montgomery County Recorder of Deeds



Prepared By: Paul J. Rubino, Esquire
50 Darby Road
Paoli, PA 19301
610-647-5151

Return To: Paul J. Rubino, Esquire
50 Darby Road
Paoli, PA 19301
610-647-5151

UPI#

Parcel # : 05-00-03648-001
STATE TAX AFFIDAVIT FILED

2
4
3
1.50

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-03648-00-1 CONSHOHOCKEN
238 W FIFTH AVE
BELLERJEAU ROBERT BRUCE
B 027 U 050 L 1101 DATE: 08/12/2008

\$5.00
BR

This Deed, made this 20th day of July 2007 between, the
Estate of Robert Bruce Bellerjeau by Eleanor R. Hertrich, Executrix
(hereinafter called the "Grantor") of the one part, and Eleanor R. Hertrich
(hereinafter called the "Grantee") of the other part.

Witnesseth, that in consideration of One (\$1.00) dollar in hand paid, the
receipt whereof is hereby acknowledged, the said Grantors do hereby grant and
convey unto the said Grantees, their heirs and assigns:

ALL THAT CERTAIN lot or piece of land situate on the easterly corner of Fifth Avenue and Wood Street, in the Borough of Conshohocken, County of Montgomery, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the easterly corner of Fifth Avenue and Wood Street; thence North forty-one degrees East along the southeasterly side of Wood Street and at right angles with Fifth Avenue seventy feet to a stake a corner of this and land presently owned by Emanuel R. Hertrich and Anna M. Hertrich, his wife; thence South forty-nine degrees East along said line sixty-nine feet to a stake a corner of this and land of Charles Chell; thence South forty-one degrees West seventy feet along said land to Fifth Avenue aforesaid; thence along the northeasterly side thereof North forty-nine degrees West sixty-nine feet to a stake the first mentioned point and place of beginning.

BEING the same premises which Howard Bellerjeau, Executor under the will of Elizabeth V. Bellerjeau, deceased, by indenture dated September 28, 1968 and recorded in Montgomery County Deed Book No. 3529 at page 285, et sec, did grant and convey unto Robert Bruce Bellerjeau, in fee.

AND said Robert Bruce Bellerjeau departed this life on November 7, 2004, leaving a last Will and Testament dated July 22, 1999 which was probated in the Office of the Register of Wills of



Montgomery County on December 9, 2004 and known as file number 46-04-3682 whereas he appointed Eleanor R. Hertrich as Executrix and devised the aforesaid property to Eleanor R. Hertrich and Joanne C. McCann and said Joanne C. McCann renounced her bequest of said property by document dated July 10, 2007.

Together with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, as well at law as in equity, of, in and to the same.

By These Presence, the said Grantor hereby warrants and forever defends.

In Witness Whereof, the parties of the first part hereunto set their hand and seal. Dated the day and year first above written.

Sealed and Delivered in the presence of us:

[Handwritten Signature]
Witness

[Handwritten Signature] (Seal)

Witness

(Seal)

RECORDED
Borough of Conshohocken
Date: 8/12/08 (pd)



Commonwealth of Pennsylvania :

SS:

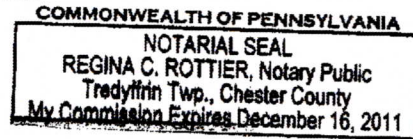
County of Chester :

On this the 20th day of July, 2007, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the said County and State, the undersigned Officer, personally appeared ELEANOR R. HERTRICH, known to me (satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

** Executrix of estate*

I hereunto set my hand and official seal.

Regina C. Rottier
Notary Public

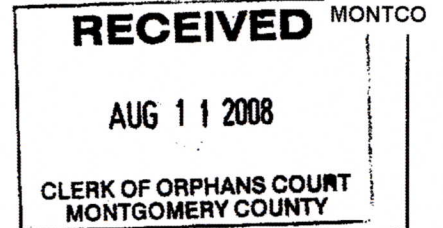


The address of the above-named Grantee is:

513 Wood St
Coshohocken, PA 19428

TAX EXEMPT: *ESTATE TRANSFER*





Renunciation

I, Joanne C. McCann a beneficiary of the Estate of Robert Bruce Bellerjeau by Will dated July 22, 1999 do hereby renounce the bequest thereunder of an interest in the premises located at 238 West Fifth Avenue, Conshohocken, Pennsylvania in favor of Eleanor R. Hertrich.

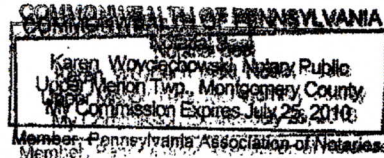
With intent to be legally bound hereby I set my hand and seal this 10th day of July, 2007.

Joanne C. McCann
JOANNE C. MCCANN

On this the 10th day of JULY, 2007, before me a Notary Public for the Commonwealth of Pennsylvania, residing in the said County and State, the undersigned Officer, personally appeared JOANNE C. MCCANN, known to me (satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Karen Wojciechowski
Notary Public



LAW OFFICES
RUBINO & HOEY
LLC
50 DARBY ROAD
PAOLI, PA 19301-1416



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG PA 17128-0603

DEED BK 5703 PG 02506.1
**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY MONTCO

State Tax Paid 0
Book Number 5703
Page Number 2508
Date Recorded 8-12-08

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Paul Rubino, Esq Telephone Number: (410) 647-5151
Street Address 50 Dancy Rd City Poole State PA Zip Code 19381

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Estate of Robert Bruce Bollenjeau Grantee(s)/Lessee(s) Eleanor R. Henrich
Street Address 238 W Fifth Ave Street Address 513 Wood Ct
City Conshohocken State PA Zip Code 19428 City Conshohocken State PA Zip Code 19428

C. PROPERTY LOCATION

Street Address 238 West 5th Ave City, Township, Borough Conshohocken
County Montgomery School District Columbal Tax Parcel Number 05-00-03648-001

D. VALUATION DATA

1. Actual Cash Consideration 12 2. Other Consideration + 3. Total Consideration = 12
4. County Assessed Value 198,330 5. Common Level Ratio Factor x 1.97 6. Fair Market Value = 193,710.10

E. EXEMPTION DATA

1a. Amount of Exemption Claimed 2100 1b. Percentage of Interest Conveyed 100%

2. Check Appropriate Box Below for Exemption Claimed

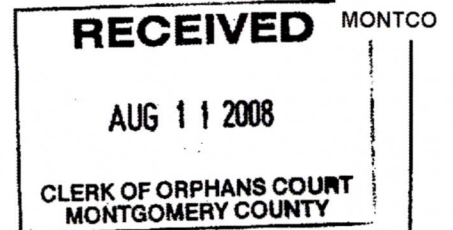
- Will or intestate succession Robert Bruce Bollenjeau 46-04-3682
(Name of Decedent) (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party [Signature] Date 8/12/08

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.





Renunciation

I, Joanne C. McCann a beneficiary of the Estate of Robert Bruce Bellerjeau by Will dated July 22, 1999 do hereby renounce the bequest thereunder of an interest in the premises located at 238 West Fifth Avenue, Conshohocken, Pennsylvania in favor of Eleanor R. Hertrich.

With intent to be legally bound hereby I set my hand and seal this 10th day of July, 2007.

Joanne C McCann

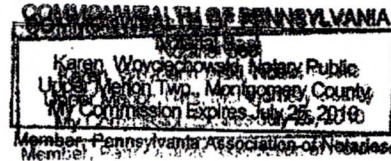
JOANNE C. MCCANN

On this the 10th day of July, 2007, before me a Notary Public for the Commonwealth of Pennsylvania, residing in the said County and State, the undersigned Officer, personally appeared Joanne C McCann, known to me (satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Karen Wojciechowski

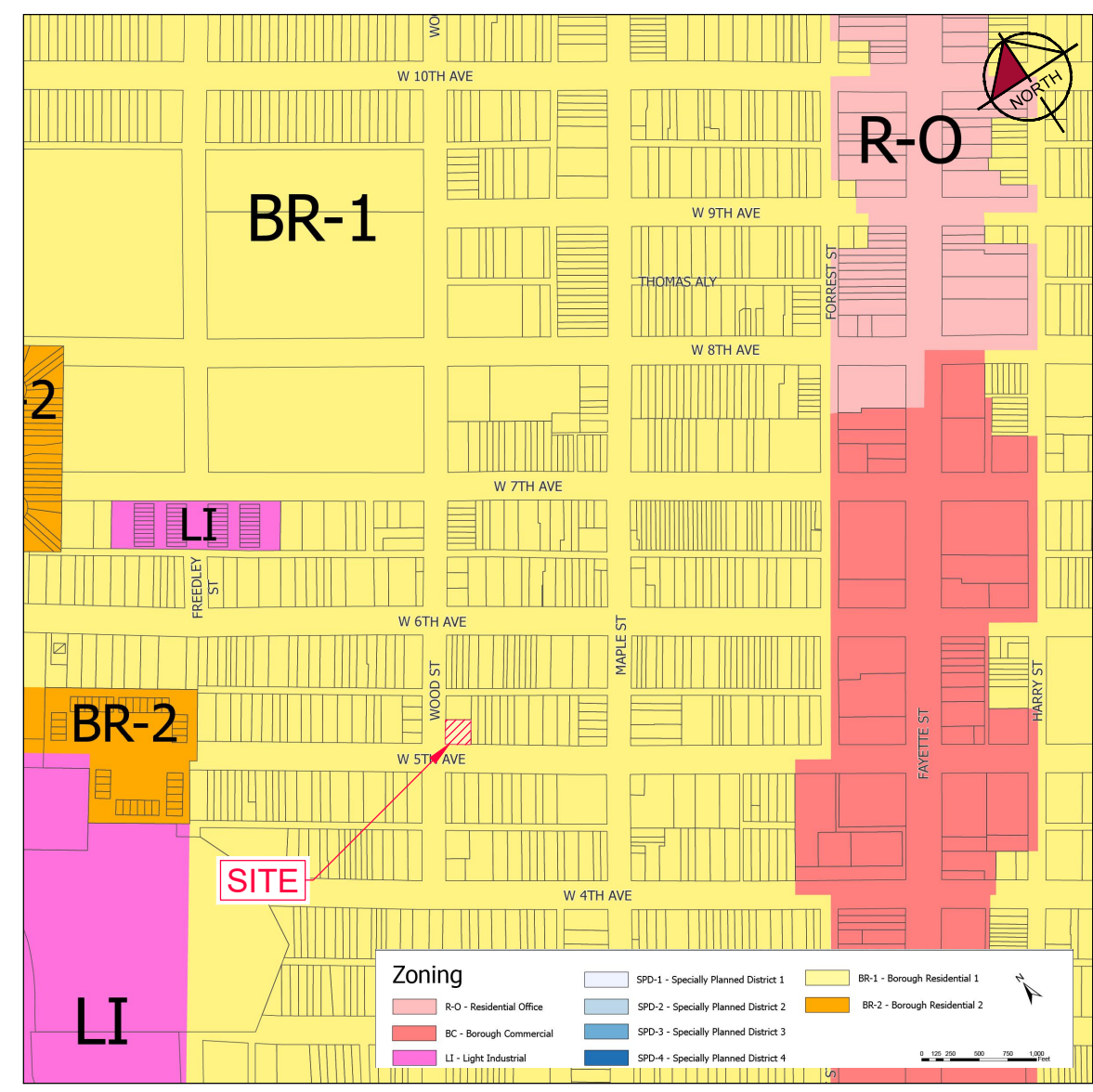
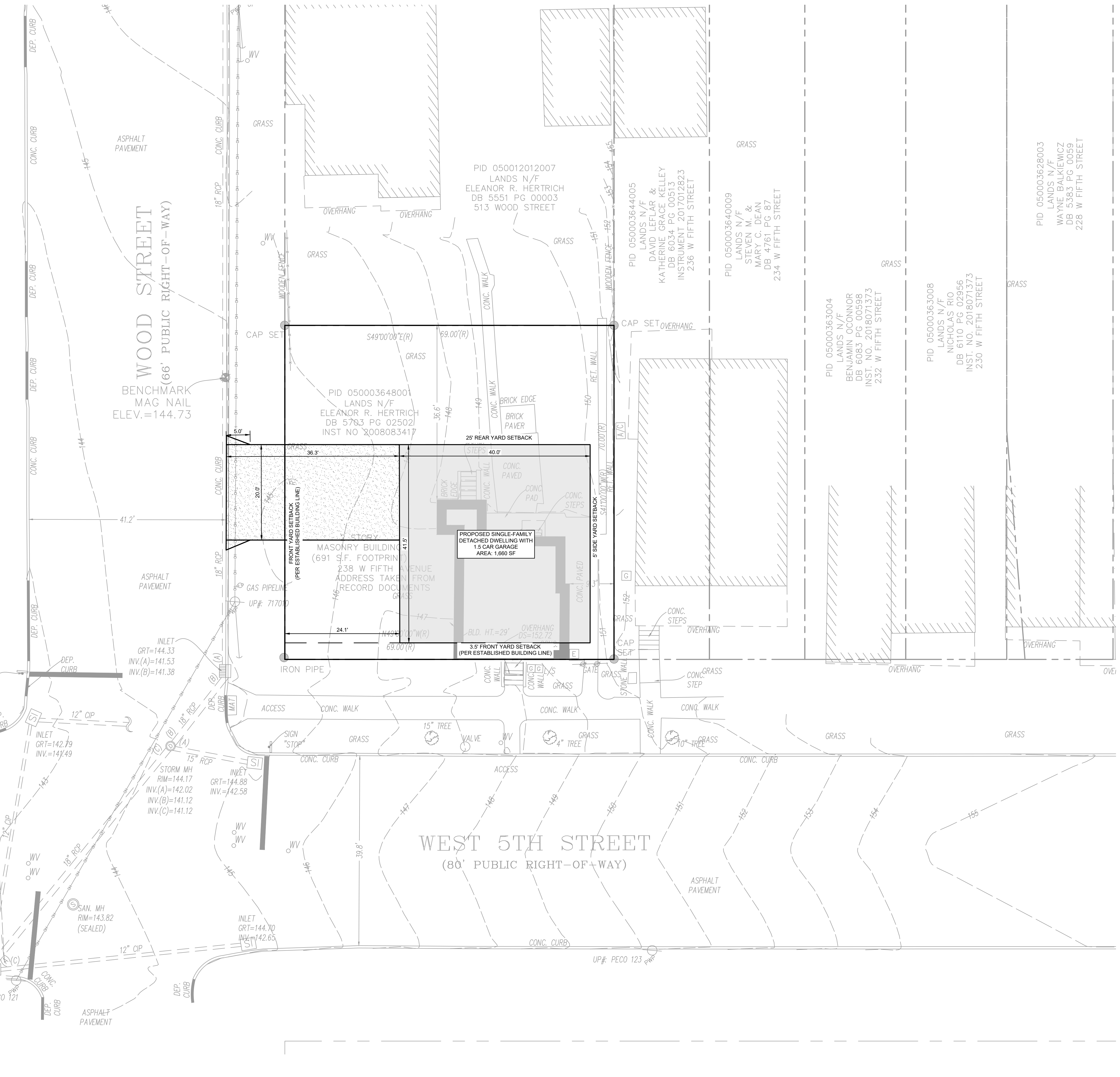
Notary Public



LAW OFFICES
MILANO & HOBY
LLC
100 DARBY ROAD
DARBY, PA 19301-1416



This document, together with the geographic and design information presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



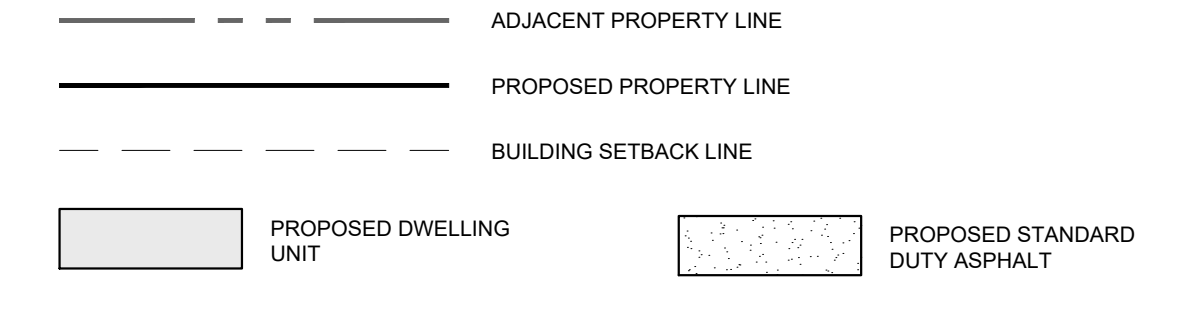
ZONING MAP OF CONSHOHOKEN BOROUGH (MONTGOMERY COUNTY, PENNSYLVANIA) SCALE: 1" = 2,000'

SITE PLAN STATISTICS table with columns for SITE ADDRESS, MUNICIPALITIES, ZONING DISTRICT, PARCEL INFORMATION, EXISTING USE, PROPOSED USE, EXISTING LOT AREA, PROPOSED LOT AREA, and PLAN REFERENCE.

PARKING REQUIREMENTS

SINGLE FAMILY DWELLINGS REQUIRED: TWO (2) PARKING SPACES PROPOSED: TWO (2) EXTERIOR PARKING SPACES

LEGEND



BOROUGH OF CONSHOHOKEN DIMENSIONAL STANDARDS

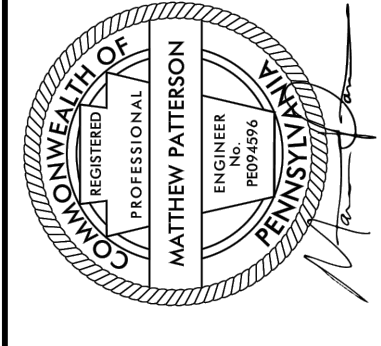
Table with 4 columns: REQUIREMENTS, BOROUGH RESIDENTIAL DISTRICT ONE, EXISTING, and PROPOSED. Rows include BUILDING SETBACKS, INTENSITY RATIOS, and MISCELLANEOUS.

* THE FRONT YARD SETBACKS SHOWN ARE PER THE ESTABLISHED BUILDING LINES ALONG WEST STREET AND WEST 5TH STREET. REFER TO THE ESTABLISHED BUILDING LINE EXHIBIT PREPARED BY KIMLEY-HORN AND ASSOCIATES (DATED 07/17/2024)

CALL BEFORE YOU DIG! logo and GRAPHIC SCALE IN FEET (0, 5, 10, 20).

REVISIONS table with columns for No., DATE, and BY.

Kimley-Horn logo and contact information for Catiana Concrete.



Project information table with columns for KHA PROJECT, DATE, SCALE, DESIGNED BY, DRAWN BY, and CHECKED BY.

ZONING PLAN

238 W 5TH AVENUE PREPARED FOR CATIANA CONCRETE SITUATED IN BOROUGH OF CONSHOHOKEN MONTGOMERY COUNTY, PA



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE AUGUST 19, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-21

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on August 19, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: William J. Dipeso and Pei-Chih (Peggy) Dipeso
412 East 9th Avenue, Conshohocken, PA 19428

PREMISES INVOLVED: 135 West 1st Avenue
Conshohocken, PA 19428
BR-2 - Borough Residential District 2

OWNER OF RECORD: William J. Dipeso and Pei-Chih (Peggy) Dipeso
412 East 9th Avenue, Conshohocken, PA 19428

The petitioners are seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and a Variance from Section §27-1105.E to permit the expansion and extension of the existing nonconforming dwelling and to further encroach into the western side yard setback to the existing adjacent retaining wall whereas a 5 feet wide side yard setback is required.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: August 14, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 135 West First Avenue - Zoning Determination

History of the Site:

135 West Fifth Avenue is comprised of an existing non-conforming single-family detached residential dwelling that was constructed in 1900. The existing dwelling is a two and a half (2½)-story approximately 3,028 GSF stucco building. There is a street level basement entrance access located on the ground floor facing West First Avenue. Access into the main floor of the dwelling is along the front façade of the building facing West First Avenue. There is an existing front covered porch and two (2') feet wide concrete walkway along the eastern side of the dwelling that leads to a covered porch and three (3') feet wide concrete walkway located to the rear of the dwelling. In addition, there is a paved parking area located to the rear of the property adjacent the ten (10') feet wide alley.

The 2,700 SF property is located within the BR-2 – Borough Residential District 2 zoning district. The site is fronted by West First Avenue to the north; a five (5') feet wide private alleyway and adjoining St. Mary Catholic Church also located within the BR-2 zoning district to the west; a ten (10') feet wide alley located to the south; and residential properties in all other directions.

Current Request:

The Applicant is proposing to completely renovate and enlarge the existing single-family detached dwelling and remedy the unsafe conditions of the existing dwelling. The Applicant is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and a Variance from Section §27-1105.E to permit the expansion and extension of the existing nonconforming dwelling and to further encroach into the western side yard setback to the existing adjacent retaining wall whereas a five (5') feet wide side yard setback is required.

Zoning Determination:

The above referenced property is located within the BR-2 – Borough Residential District 2 zoning district, and is subject to provisions of Part 7 of the Conshohocken Borough Zoning Ordinance for nonconforming structures, uses, and lots. The existing and proposed residential single-family detached dwelling use of the building is a permitted by right use in compliance with Section §27-1102.1 of the BR-2 zoning district.

Per Section §27-702.B of the Borough Zoning Ordinance, a nonconforming building or structure is any existing lawful building or structure that does not conform to the height, location, size, bulk, or other dimensional requirements of the district in which it is located. The existing building is classified as an existing nonconforming building because the building does not conform to the following dimensional requirements of the BR-2 zoning district:

- Side yard setback is one (1') feet from the western side lot line (adjacent to 133 W. First Avenue) and two (2') feet from the eastern side lot line (adjacent to the 5 feet wide private alley), which do not conform to the required five (5') feet side yard setback within the BR-2 zoning district per Section §27-1105.E. However, the existing concrete walkway along the western side lot line is slightly encroaching into the five (5') feet wide private alley by approximately six (6") inches by measurement of the architectural plans provided with the zoning application.

Per Section §27-702.C of the Borough Zoning Ordinance, a nonconforming lot is any existing lawful lot which does not conform to the minimum area and/or width requirements for lots in the district in which it is located, the development of which, however, is in conformance with all other applicable regulations of this Chapter. The existing parcel is classified as an existing nonconforming lot because the lot does not conform to the following dimensional requirements of the BR-1 zoning district:

- The existing 2,700 SF parcel size for the existing single-family detached dwelling does not conform to the required 3,500 SF parcel within the BR-2 zoning district per Section §27-1105.A.
- The existing 17.8 feet front and 29.6 feet rear lot widths for the existing single-family detached dwelling do not conform to the required 40 feet lot width for single-family detached dwellings within the BR-2 zoning district per Section §27-1105.B.

Per Section §27-703.D of the Borough Zoning Ordinance, physical expansion of a nonconforming building shall be permitted only one time and shall be limited to 25% of the gross floor area of the existing building. The gross floor area of the existing two and a half (2½)-story nonconforming building is approximately 3,028 SF. The gross floor area of the existing building with the proposed expansion will be approximately 3,660 SF. The total physical expansion of the nonconforming building will increase by approximately 21%, which is less than the maximum 25% physical expansion permitted and will be in compliance with this code section.

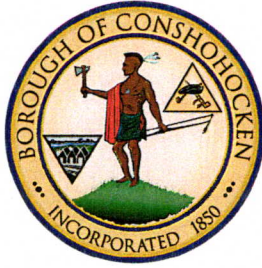
Pursuant to Sections 27-703.E.(5) & (6)(a) of the Borough Zoning Ordinance, a nonconforming building may be expanded only in compliance with § 27-703(E)(6) of this Chapter and extension and/or expansion as permitted in § 27-703(E)(1) through (5) above, shall be permitted only by special exception in accordance with Part 6 [Zoning Hearing Board] of this Chapter, only to the extent that all new construction shall comply with the dimensional standards of the district in which the use is located or the district in which the use is permitted, whichever is more restrictive. Therefore, the Applicant is required to seek a Special Exception pursuant to Section §27-703.E.(6)(a) for approval by the Conshohocken Borough Zoning Hearing Board to permit the extension and expansion of the existing nonconforming building.

The Applicant is proposing to widen the existing dwelling from the back of the bedroom located on the first floor towards the rear. The widening will decrease the setback to almost zero (0') feet setback from the western lot line adjacent the existing five (5') feet wide private alley. The Applicant is proposing new exterior steps and concrete walk to encroach into the existing five (5') feet wide private alley towards the exterior face of the existing retaining wall of the church property. A variance will be required from Section §27-1105.E to permit the proposed dwelling to further reduce the side yard setback to zero (0') distance from the western lot line.

In addition, the Applicant is proposing site improvements with new exterior stairs and concrete walkway that will be located outside of the subject parcel and into the five (5') feet wide private alley. Improvements outside the property boundaries in the private alley should be investigated to determine the ownership of the existing five (5') feet wide private alley way, or if a vacation of the private alley would be required in order to permit the Applicants in constructing within the private alleyway.

The current building coverage on the site is approximately 812 SF (or approximately 30%). With the proposed building extension and expansion and site improvements, the total proposed building coverage on the site will increase to approximately 1,077 SF (or approximately 40%), which is in compliance with the required 40% maximum impervious coverage permitted within the BR-2 zoning district.

The current impervious coverage on the site is approximately 1,003 SF (or 37%). With the proposed building extension and expansion and site improvements, the total impervious coverage on the site will increase to approximately 1,156 SF (or approximately 43%), which is in compliance with the required 60% maximum impervious coverage of the BR-1 zoning district, including the two (2) off-street parking spaces allowance located to the rear of the property.



BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Zoning Application

Application: Z-2024-21
Date Submitted: 7/19/24
Date Received: 7/19/24

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

2. Section of the Zoning Ordinance from which relief is requested:

27-1105E; 27-703E(6)

3. Address of the property, which is the subject of the application:

135 W. First Avenue, Conshohocken, PA 19428

4. Applicant's Name: William J. Dipeso & Pei-Chih (Peggy) Dipeso

Address: 412 E. Ninth Avenue, Conshohocken, PA 19428

Phone Number (daytime): 610-888-7779

E-mail Address: bdipeso@outlook.com

5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant

6. Property Owner: Same as Applicants

Address: _____

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: 17.6x110x29.6x110.6; 2,700 sf Zoning District: BR-2

8. Has there been previous zoning relief requested in connection with this Property?
Yes No If yes, please describe.

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

Structurally unsafe three story single family dwelling with a 799 sf footprint and 2,688 sf of floor area (including the basement) on a nonconforming undersized lot. Property in non-conforming as to lot area (3,500 sf required, 2,700 sf provided), lot width (40 feet required, 17.8 feet provided) and side yard setbacks (5 feet required, 1.0 on left side yard and 2.08 on the right side yard). The front yard is on the established line of the block at an 8 foot setback.

10. Please describe the proposed use of the property.

Renovate and enlarge the existing single family dwelling.

11. Please describe proposal and improvements to the property in detail.

Renovate and enlarge the existing single family dwelling on a 1,036 sf footprint with 3,320 sf of floor area. The renovated and enlarged dwelling will encroach into the north side yard resulting in a side yard setback of .33 feet for the right side yard at the front of the proposed building and 5 feet at the rear of the proposed building where a minimum of 5 feet is required. The renovated and enlarged dwelling will expand the floor area of the dwelling by from 2,688 sf to 3,320 sf, an expansion of 23.5% where a maximum of 25% is permitted.

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

The existing dwelling is obsolete and structurally unsafe and in need of substantial and costly repair. The proposed renovated and enlarge dwelling will be consistent with the type of dwellings being newly constructed or substantially renovated in the Borough.

13. If a Variance is being requested, please describe the following:

a. The unique characteristics of the property: Property is nonconforming as to lot area, lot width and side yard setbacks.

b. How the Zoning Ordinance unreasonably restricts development of the property: Strict compliance with the BR-2 dimensional standards renders the property unusable.

c. How the proposal is consistent with the character of the surrounding neighborhood. Complete renovation and enlargement of the structurally unsafe dwelling is consistent with the evolving character of new construction and renovation of single family dwellings in the Borough.

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed. Complete renovation and enlargement of the dwelling is required to remedy the unsafe condition of the structure of the dwelling and to recoup the substantial costs of the repairs to the dwelling.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

N/A

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

N/A

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

N/A

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

N/A

c. Please describe in detail the reasons why the requested relief should be granted.

N/A

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: Edward J. Hughes, George J. Ozorowski

b. Address: 1250 Germantown Pike, Plymouth Meeting, PA 19462, Suite 205

c. Phone Number: 610-279-6800

d. E-mail Address: ehughes@hkolaw.com;gjo@hkolaw.com

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

William J. Dipeso Pei-chih Dipeso
Applicant

William J. Dipeso & Pei-Chih Dipeso

Legal Owner

July 19, 2024

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 19th day of July, 2024.

Gina M. Leasher
Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
GINA M LEASHER, Notary Public
Montgomery County
My Commission Expires April 12, 2027
Commission Number 1093467



BOROUGH OF CONSHOHOCKEN
400 Fayette Street, Suite 200, Conshohocken, PA 19428
Phone (610) 828-1092 Fax (610) 828-0920

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

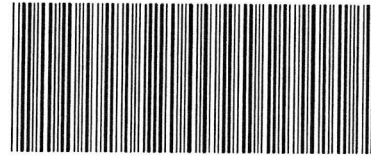
DATE OF ORDER: _____



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6365 PG 00766 to 00770
INSTRUMENT # : 2024027856
RECORDED DATE: 06/05/2024 03:22:18 PM



6318752-0019Z

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 6940226 - 1 Doc(s)
Document Date: 05/28/2024	Document Page Count: 4
Reference Info:	Operator Id: dkrasley

RETURN TO: (Simplifile) Sage Premier 2002 Sproul Road, Suite 206 Broomall, PA 19008 (610) 356-9600	PAID BY: SAGE PREMIER
---	---------------------------------

* PROPERTY DATA:	
Parcel ID #:	05-00-04088-00-2
Address:	135 W FIRST AVE
	CONSHOHOCKEN PA 19428
Municipality:	Conshohocken Borough (100%)
School District:	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$254,000.00	DEED BK 6365 PG 00766 to 00770
TAXABLE AMOUNT: \$254,000.00	Recorded Date: 06/05/2024 03:22:18 PM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee:Deed \$86.75	
State RTT \$2,540.00	
Conshohocken Borough RTT \$1,270.00	
Colonial School District RTT \$1,270.00	
Total: \$5,166.75	



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION

Digitally signed 07/15/2024 by montgomery.county.rod@govos.com

Certified and Digitally Signed

validation may require Adobe "Windows Interation"

eCertified copy of recorded # 2024027856 (page 1 of 5)
Montgomery County Recorder of Deeds



Corporate Deed

Prepared By:

Sage Premier Settlements
2002 Sproul Road, Suite 206
Broomall, PA 19008
484-423-6520

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-04088-00-2 CONSHOHOCKEN BOROUGH
135 W FIRST AVE
RAD DIVERSIFIED REIT INC
B 009 L U 066 1101 06/05/2024

\$15.00
JG

Return To:

Sage Premier Settlements
2002 Sproul Road, Suite 206
Broomall, PA 19008
484-423-6520

Parcel Number: 05-00-04088-002

File No: 392556WCHS

This Deed Indenture

Made this 28 day of MAY, 2024

Effective this 30th day of May, 2024

Between

RAD Diversified REIT, Inc. a Maryland Corporation (hereinafter called the Grantor)

AND

William J. Dipeso and Pei-chih Dipeso, (hereinafter called the Grantees),

Witnesseth That the said Grantor for and in consideration of the sum of Two Hundred Fifty Four Thousand and 00/100 Dollars (\$254,000.00) lawful money of the United States of America, unto Grantor well and truly paid by the said Grantees and at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees,

Tax ID #: 05-00-04088-002

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the South corner of Front Avenue and Wood's Alley; thence extending along the Southwesterly side of Front Avenue Southeastwardly seventeen and eight tenths feet to a corner of



this and land late of Thomas Lee; thence Southwesterly at right angles to said Avenue along the Northwestern side of said Lee's lot one hundred ten feet to a ten feet wide alley and along the same Northwesternly parallel to the said Avenue twenty nine and six tenths feet more or less to line of Wood's alley and along said line Northeasterly one hundred ten and six tenths feet to the place of beginning.

BEING Parcel No. 05-00-04088-00-2

BEING the same premises which Catherine Ann Riley, Executrix of the Estate of Elizabeth F. Chabaud, deceased, by Deed dated December 17, 2021 and recorded March 23, 2022, in and for the Office of the Recorder of Deeds in the County of Montgomery, Pennsylvania in Deed Book 6273, Page 2475, granted and conveyed unto RAD Diversified REIT, Inc. a Maryland Corporation, in fee.

Together with all and singular the vacant lands and if any improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same.

To Have And To Hold the said lot or piece of ground above-described, and its hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee as forever.

And the said Grantor, does by these presents, covenant, grant and agree, to and with the said Grantee, his/her/their heirs and assigns, by these presents, that the said Grantor, their heirs and assigns, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his/her/ their heirs and assigns, against the said Grantor, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, shall and will Subject as aforesaid, WARRANT and forever DEFEND.



In Witness Whereof, the said party(ies) of the First Part, have/has caused these presents to be executed and set his/her/their signatures dated the day and year first above written.

Sealed And Delivered
In The Presence of Us

RAD Diversified REIT, Inc. a Maryland Corporation

[Handwritten Signature]

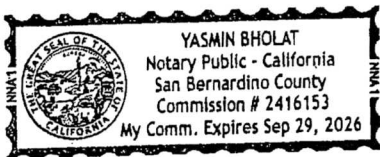
[Handwritten Signature: Taylor Ann Green]
By Taylor Ann Green, Authorized signer

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO^{SS}

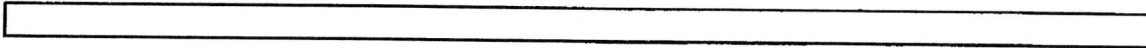
ON this, the 28 day of MAY, 2024, before me, a Notary Public, the undersigned Officer, personally appeared Taylor Ann Green, Authorized signer of RAD Diversified REIT, Inc. a Maryland Corporation. Known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Handwritten Signature]
Notary Public



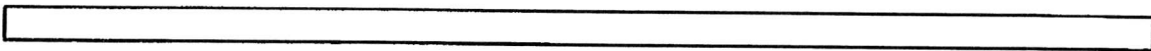


DEED

RAD Diversified REIT, Inc. a Maryland Corporation

TO

William J. Dipeso and Pei-chih Dipeso,



PREMISES:

*135 West 1st Avenue
Conshohocken, PA 19428*

Tax ID #: 05-00-04088-002

I HEREBY CERTIFY THE ADDRESS OF
THE GRANTEE is as follows:

*135 West 1st Avenue
Conshohocken, PA 19428*

[Signature]
On behalf of the Grantee



Conshohocken, Pennsylvania

Google Street View

Aug 2021

[See more dates](#)

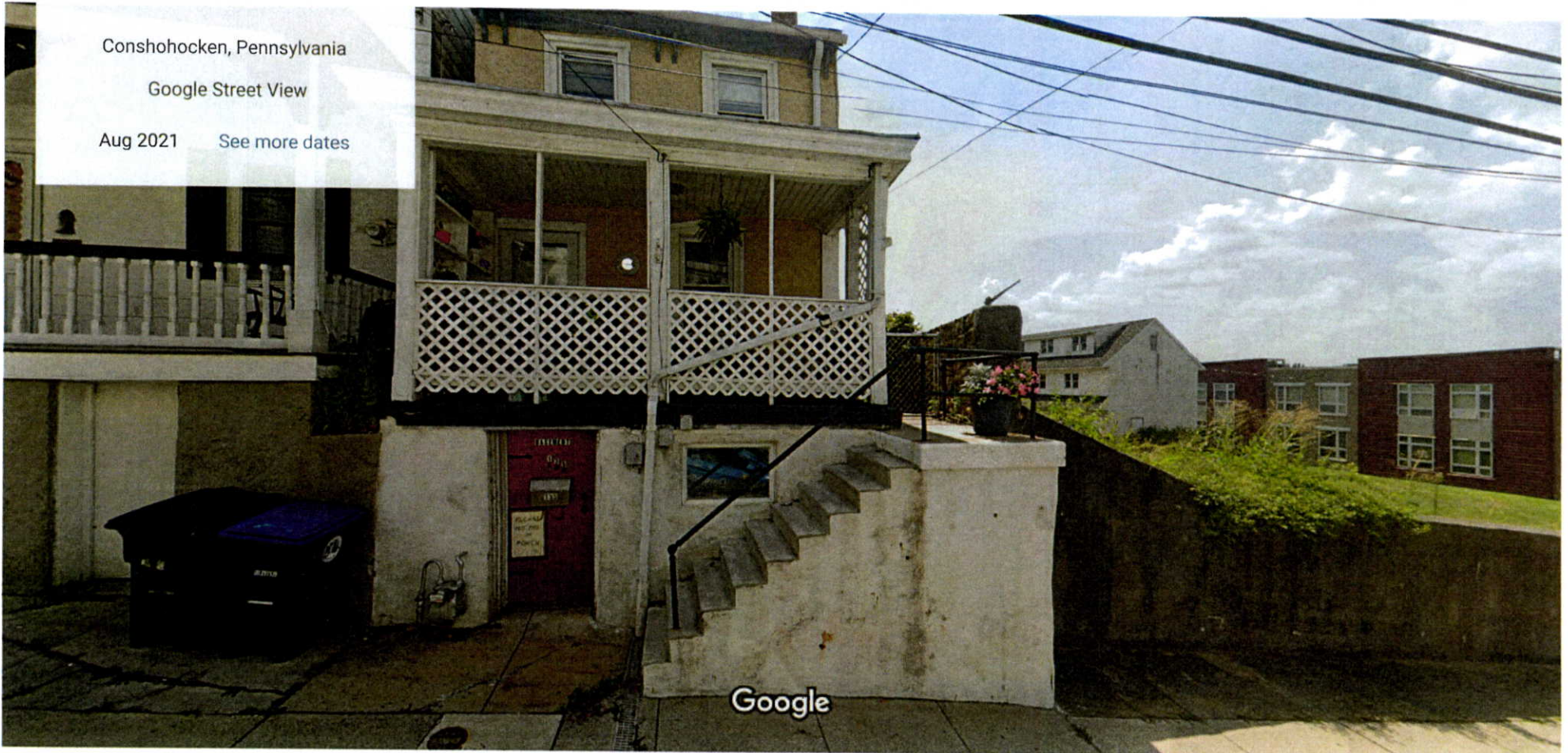


Image capture: Aug 2021 © 2024 Google



Parcel

TaxMapID	05009 066
Parid	05-00-04088-00-2
Land Use Code	1101
Land Use Description	R - SINGLE FAMILY
Property Location	135 W FIRST AVE
Lot #	
Lot Size	2700 SF
Front Feet	17
Municipality	CONSHOHOCKEN
School District	COLONIAL
Utilities	ALL PUBLIC//

Owner

Name(s)	DIPESO WILLIAM J & PEI-CHIH
Name(s)	
Mailing Address	135 W FIRST AVE
Care Of	
Mailing Address	
Mailing Address	CONSHOHOCKEN PA 19428

Current Assessment

Appraised Value	Assessed Value	Restrict Code
65,810	65,810	

Estimated Taxes

County	315
Montco Community College	26
Municipality	296
School District	1,690
Total	2,327
Tax Lien	Tax Claim Bureau Parcel Search

Last Sale

Sale Date	30-MAY-2024
Sale Price	\$254,000
Tax Stamps	2540
Deed Book and Page	6365-00766
Grantor	RAD DIVERSIFIED REIT INC
Grantee	DIPESO WILLIAM J & PEI-CHIH
Date Recorded	05-JUN-2024

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
05-30-2024	\$254,000	2540	6365-00766	RAD DIVERSIFIED REIT INC	DIPESO WILLIAM J & PEI-CHIH	06-05-2024
12-17-2021	\$235,000	2350	6273-02475	CHABAUD KENNETH H & E F	RAD DIVERSIFIED REIT INC	03-23-2022
01-01-1954	\$0	0	-		CHABAUD KENNETH H & E F	

Lot Information

Lot Size 2700 SF
Lot #
Remarks
Remarks
Remarks

Residential Card Summary

Card 1
Land Use Code 1101
Building Style TWIN
Number of Living Units 1
Year Built 1900
Year Remodeled
Exterior Wall Material STUCCO
Number of Stories 2
Square Feet of Living Area 1,296
Total Rms/Bedrms/Baths/Half Baths 6/2/1/
Basement FULL
Finished Basement Living Area
Rec Room Area
Unfinished Area
Wood Burning Fireplace
Pre Fab Fireplace
Heating CENTRAL
System WARM FORCED AIR
Fuel Type GAS
Condo Level
Condo/Townhouse Type
Attached Garage Area
Basement Garage No. of Cars

Permits

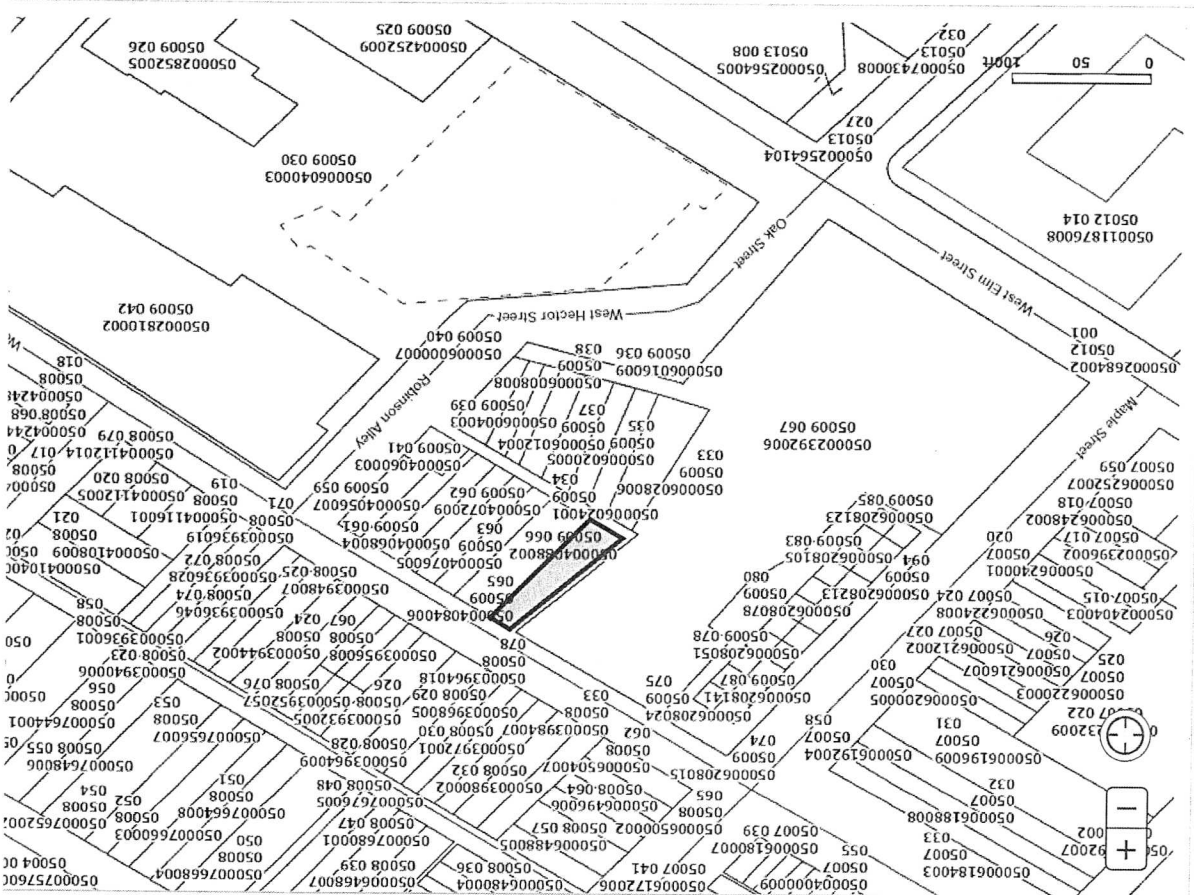
Permit Date 08-FEB-2013
Permit Number 121636
Amount
Purpose OTHER
Notes INSTALL 7 SMOKE DETECTORS 5 GFIC OUTLETS 4 LIGH FIXTURES
Notes
Notes
Status CLOSED

Assessment History

Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
65,810	65,810			O	16-MAY-1997
	65,810		01-JAN-1998	REASSESSMENT	
	2,300		01-JAN-1987		

PARID: 050004088002
DIPESO WILLIAM J & PEI-CHIH

- Profile
- Accessory Structures
- Assessment Breakdown
- Assessment History
- Commercial
- Lot
- Map
- Permits
- Photos
- Residential
- Sales
- Sketch
- Splits and Combinations



135 W 1ST AVE

CONSHOHOKEN, PA
RENOVATION

ARCHITECT

JEFFREY L. GROGAN ARCHITECTS

PHONE: 610-825-7780
ADDRESS: 906 FAYETTE STREET
CONSHOHOKEN, PA 19428

CODE SCHEDULE

CODES USED	IBC 2018 ADA 2010 IFG 2018 CONSHOHOKEN ZONING ORDINANCE		
USE GROUP	R-3		
CONSTRUCTION TYPE	TYPE IIB		
ZONING CLASSIFICATION	BR-2		
LOT SIZE	REQUIRED: 8500 SQFT MIN.	PROPOSED: EXISTING	
LOT WIDTH	REQUIRED: 40' MIN.	PROPOSED: EXISTING	
BUILDING COVERAGE	ALLOWED: 40% MAX.	EXISTING: 81%	PROPOSED: 40%
IMPERVIOUS SURFACE	ALLOWED: 60% MAX.	EXISTING: 57%	PROPOSED: 42%
HEIGHT LIMITATION	ALLOWED: 35' MAX.	EXISTING: 52'-0"	PROPOSED: 34'-6"
FRONT YARD SETBACK	REQ: 15' MIN.	EXISTING: 8'-0" *	PROPOSED: 8'-0" *
L SIDE YARD SETBACK	REQUIRED: 5' MIN.	EXISTING: 1'-0"	PROPOSED: 1'-0"
R SIDE YARD SETBACK	REQUIRED: 5' MIN.	EXISTING: 2'-1"	PROPOSED: 0'-4"
REAR YARD SETBACK	REQUIRED 25' MIN.	EXISTING: 57'-0"	PROPOSED: 50'-0"
AREAS (GROSS AREA)	EXISTING	PROPOSED	
1ST FLOOR	744 SQFT	1036 SQFT	
2ND FLOOR	848 SQFT	1036 SQFT	
3RD FLOOR	923 SQFT	580 SQFT	
BASEMENT	668 SQFT	668 SQFT	

* FRONT YARD SETBACK ALONG EXISTING ESTABLISHED BUILDING LINE.

DRAWING INDEX

NO.	DRAWING TITLE
G-101	COVER PAGE
A-101	EXISTING SITE PLAN
A-102	EXISTING PLANS
A-103	PROPOSED PLANS
A-201	EXTERIOR ELEVATIONS
A-202	3D RENDERINGS

REVISIONS	BY

Jeffrey L. Grogan Architects
906 Fayette Street
Conshohocken, PA 19428
610-825-7780 fax: 610-825-8620

BILL DIPESO
135 W 1ST AVE
CONSHOHOKEN, PA

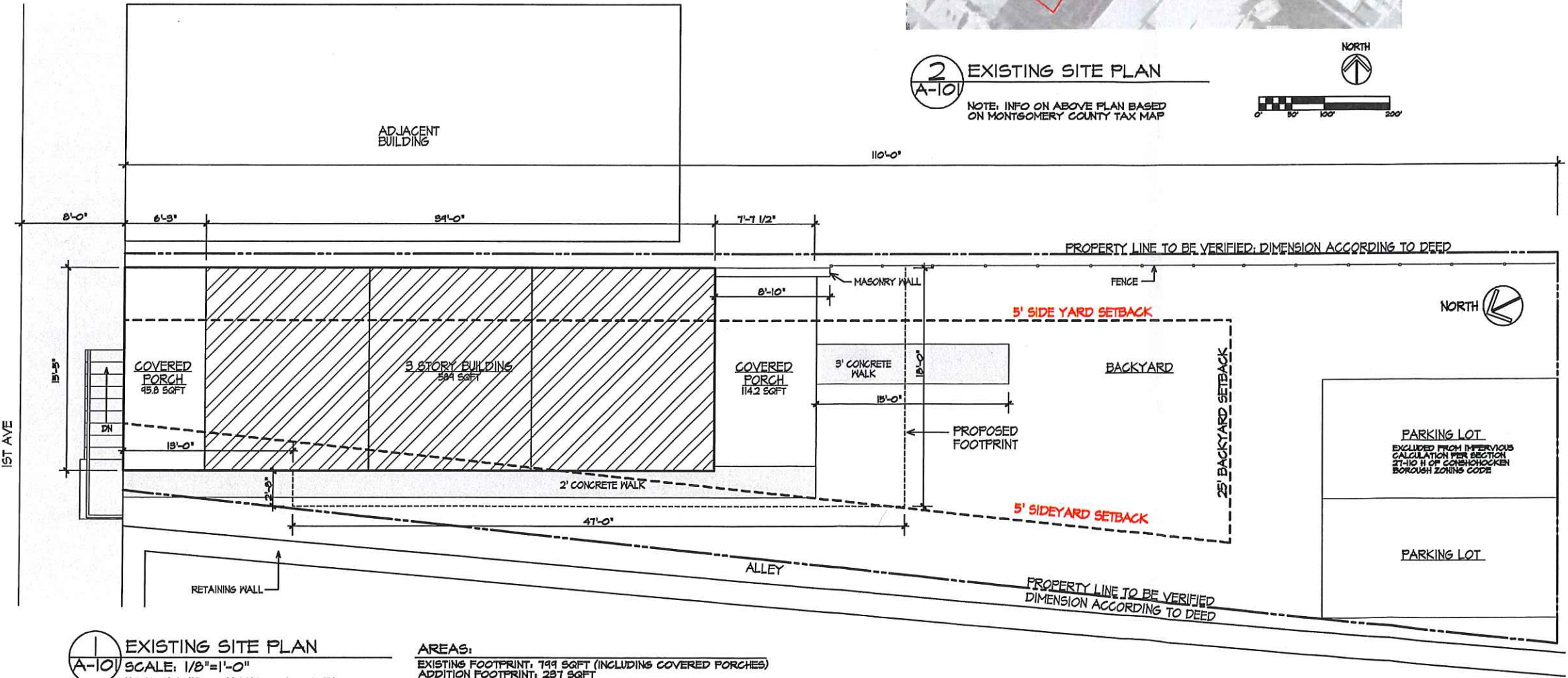
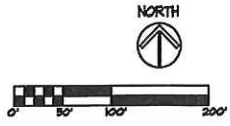
PRINTED FOR REVIEW 7/12/24
DRAWN BY: BK
CHECKED BY: BK
DATE: 7/12/24
SCALE: AS NOTED
JOB NO.:
SHEET
G-101
OF SHEETS

NOTE: ALL WORK CONTAINED HEREIN IS THE SOLE INTELLECTUAL PROPERTY OF JEFFREY L. GROGAN ARCHITECTS. UNAUTHORIZED REPRODUCTION AND/OR USE PROHIBITED. PENALTIES WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW.



2 EXISTING SITE PLAN
A-101

NOTE: INFO ON ABOVE PLAN BASED ON MONTGOMERY COUNTY TAX MAP



1 EXISTING SITE PLAN
A-101

SCALE: 1/8"=1'-0"
NOTE: SITE INFO TAKEN FROM DRAWING BY PMD CONSTRUCTION CONSULTING LLC PROJECT # 2023-D-02
ALL ZONING CALCULATION ARE ESTIMATES UNTIL PROPERTY LINES CAN BE VERIFIED

AREAS:
EXISTING FOOTPRINT: 799 SQFT (INCLUDING COVERED PORCHES)
ADDITION FOOTPRINT: 281 SQFT
TOTAL FOOTPRINT: 1080 SQFT

IMPERVIOUS SURFACE: ALLOWED MAX: 60%
EXISTING: 31%
PROPOSED: 42%

BUILDING COVERAGE: ALLOWED MAX: 40%
EXISTING: 31%
PROPOSED: 40%

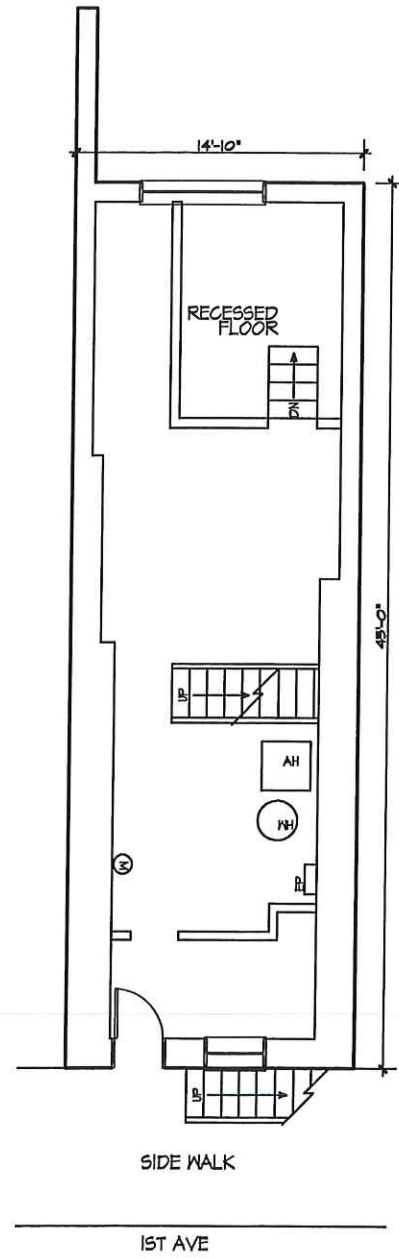
REVISION	BY

Jeffrey L. Grogan Architects
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610-825-7780 fax 610-825-8620

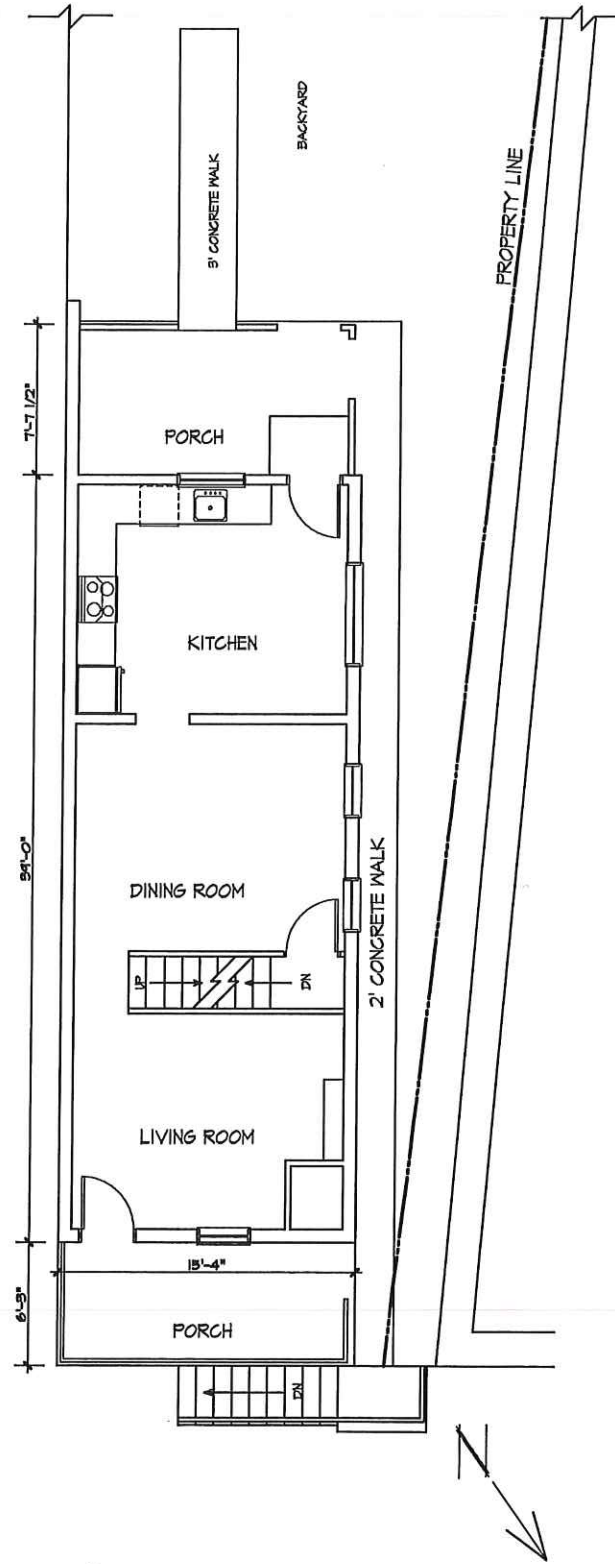
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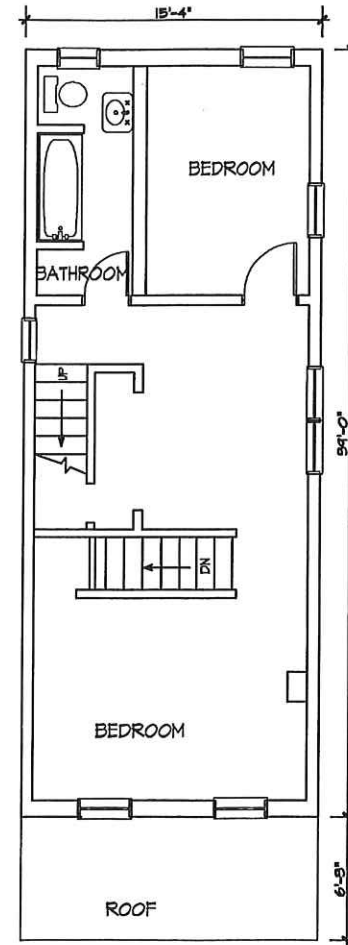
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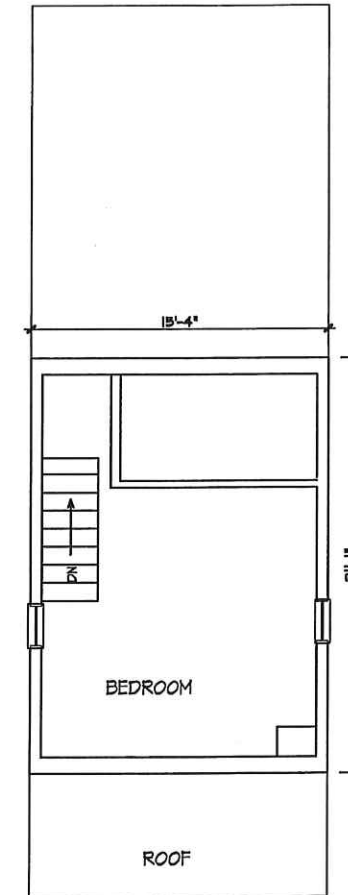
1 EXISTING BASEMENT
A102 SCALE: 1/8"=1'-0"
AREA = 667 SQFT



2 EXISTING 1ST FLOOR
A102 SCALE: 1/8"=1'-0"
AREA = 598 SQFT



3 EXISTING 2ND FLOOR
A102 SCALE: 1/8"=1'-0"
AREA = 598 SQFT



4 EXISTING 3RD FLOOR
A102 SCALE: 1/8"=1'-0"
AREA = 323 SQFT

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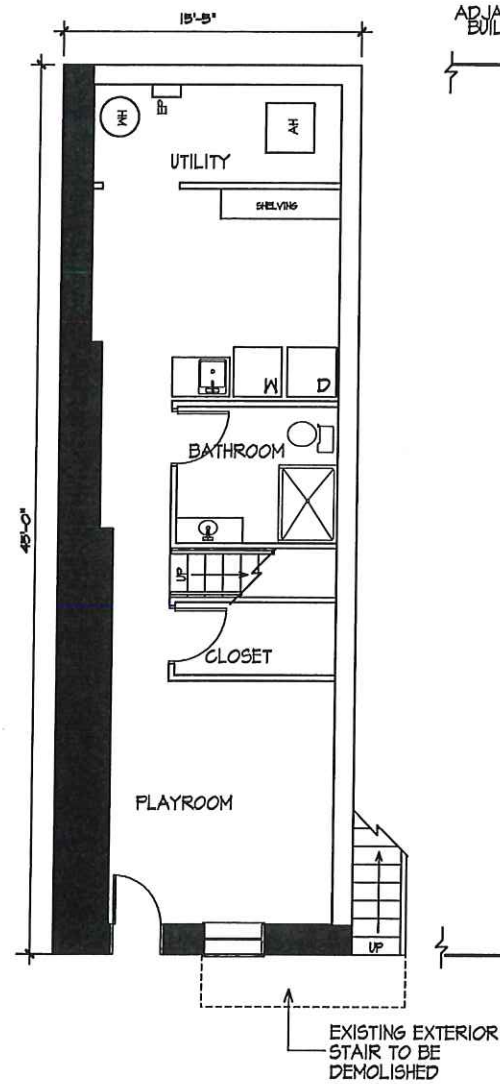
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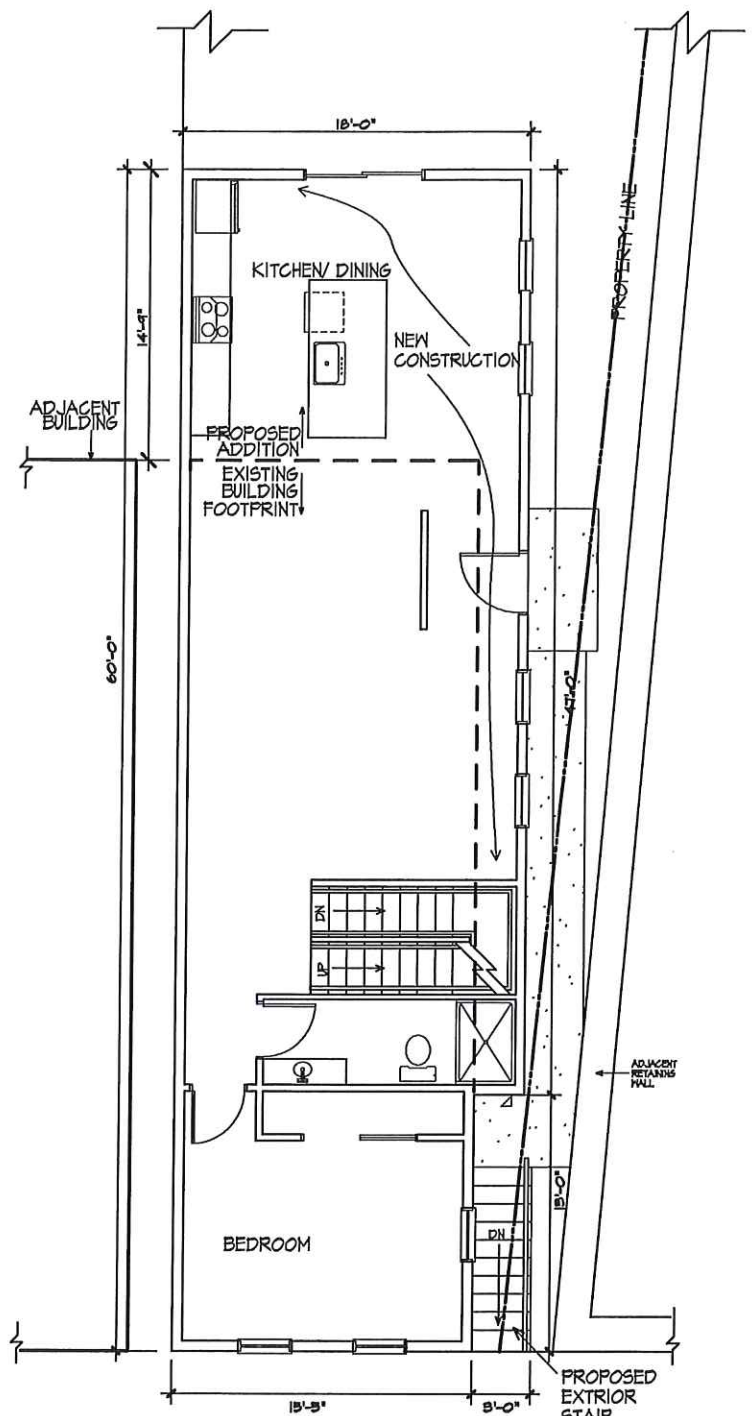
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135 W 1ST AVE
CONSHOHOCKEN, PA

Jeffrey L. Grogan Architects
308 Fayette Street
Conshohocken, PA 19328
610-625-7780 FAX 610-625-8820

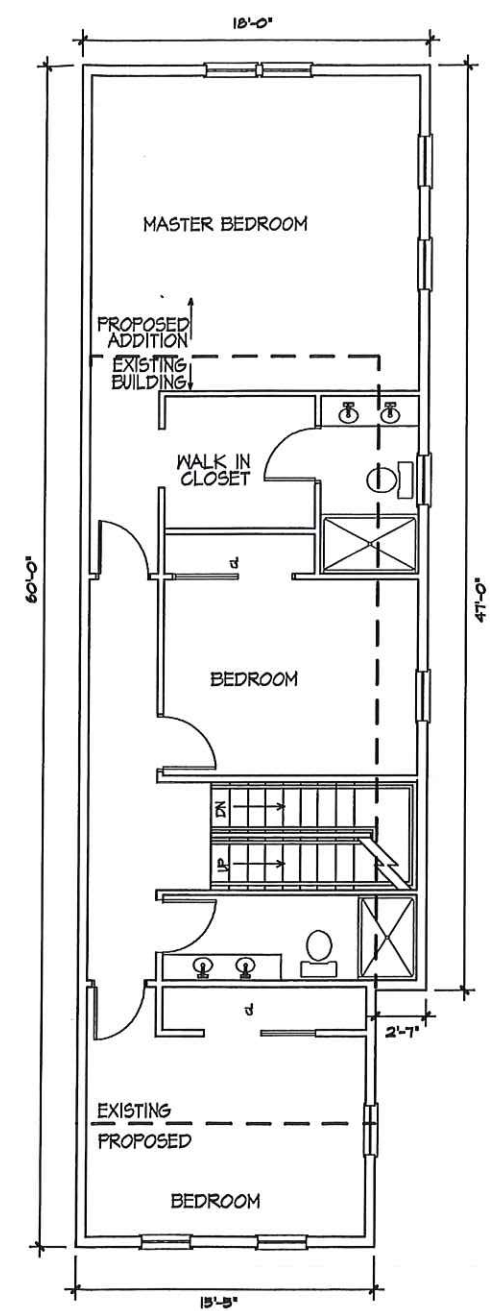
REVISIONS	BY



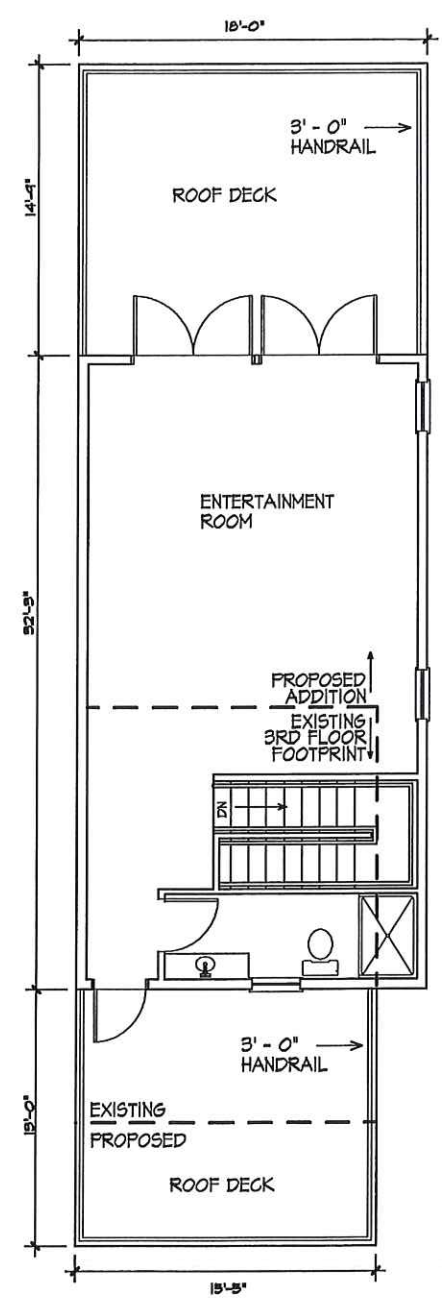
1 PROPOSED BASEMENT
 A103 SCALE: 1/8"=1'-0"
 AREA = 667 SQFT
 = EXISTING WALL



2 PROPOSED 1ST FLOOR
 A103 SCALE: 1/8"=1'-0"
 AREA = 1046 SQFT



3 PROPOSED 2ND FLOOR
 A103 SCALE: 1/8"=1'-0"
 AREA = 1046 SQFT



4 PROPOSED 3RD FLOOR
 A103 SCALE: 1/8"=1'-0"
 AREA = 1046 SQFT

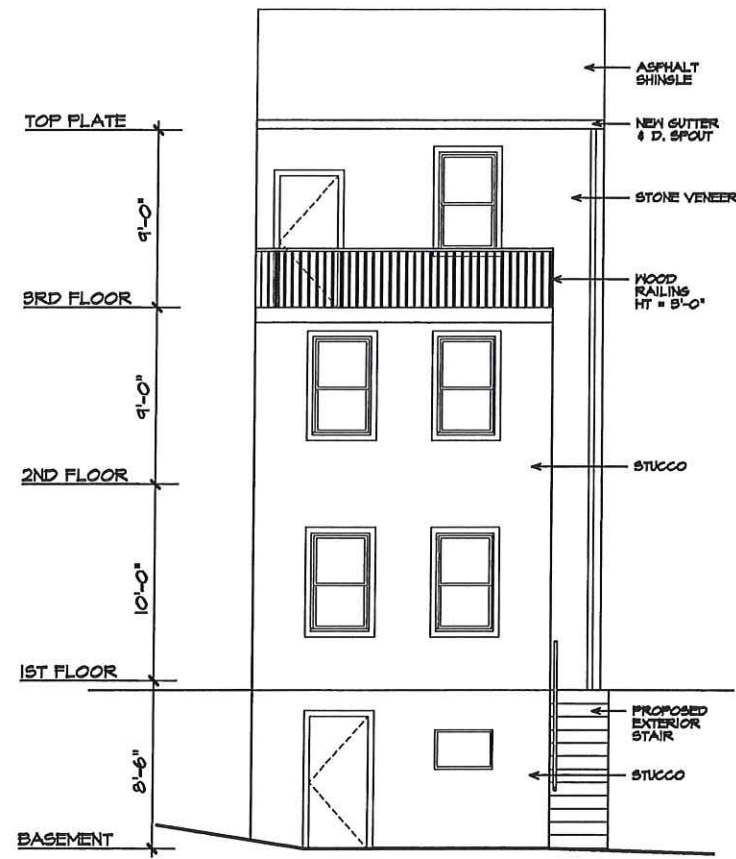
REVISIONS	BY

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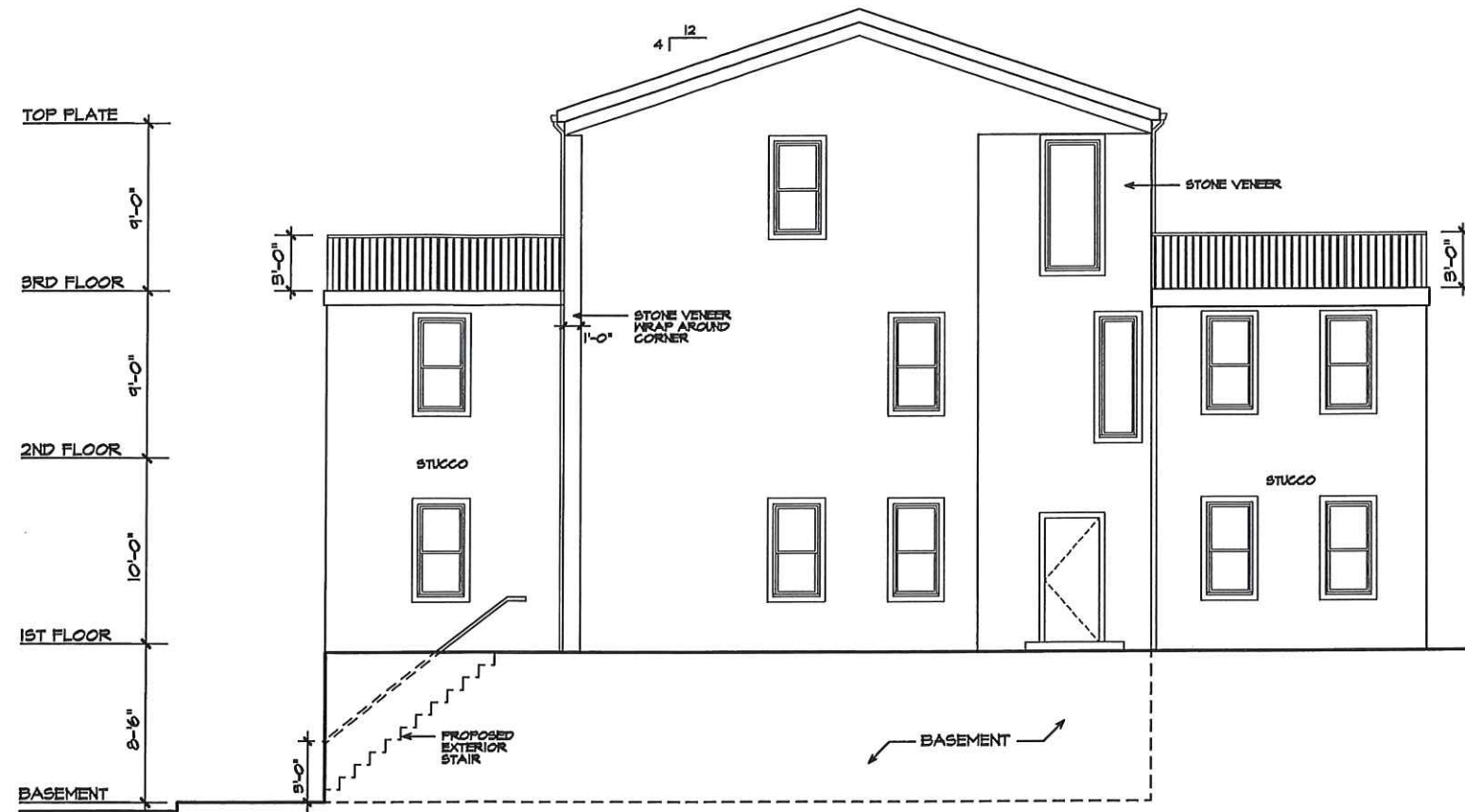
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1 PROPOSED FRONT ELEVATION
A201 SCALE: 1/8"=1'-0"



2 PROPOSED SIDE ELEVATION
A201 SCALE: 1/8"=1'-0"

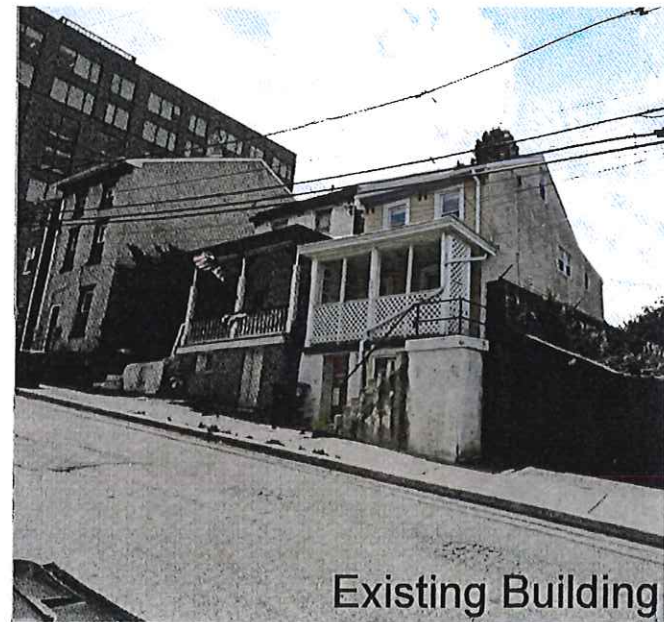
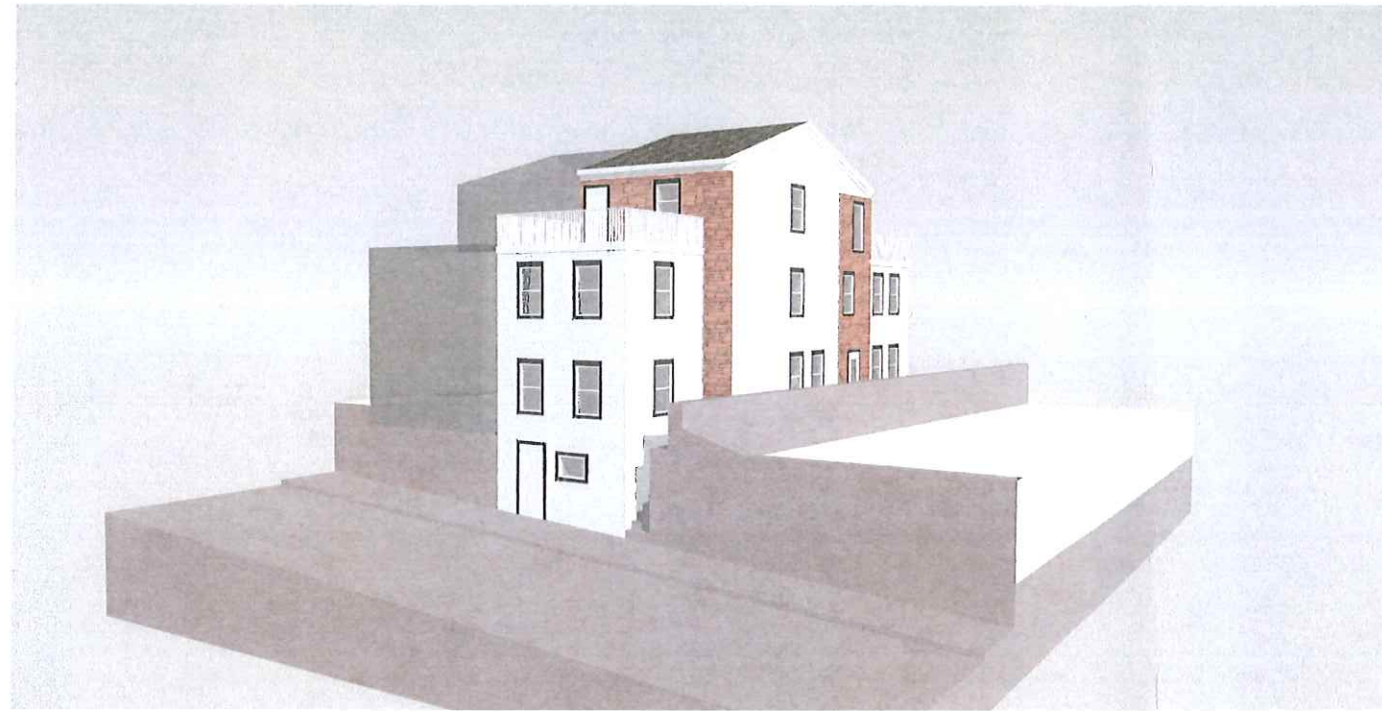
REVISIONS	BY

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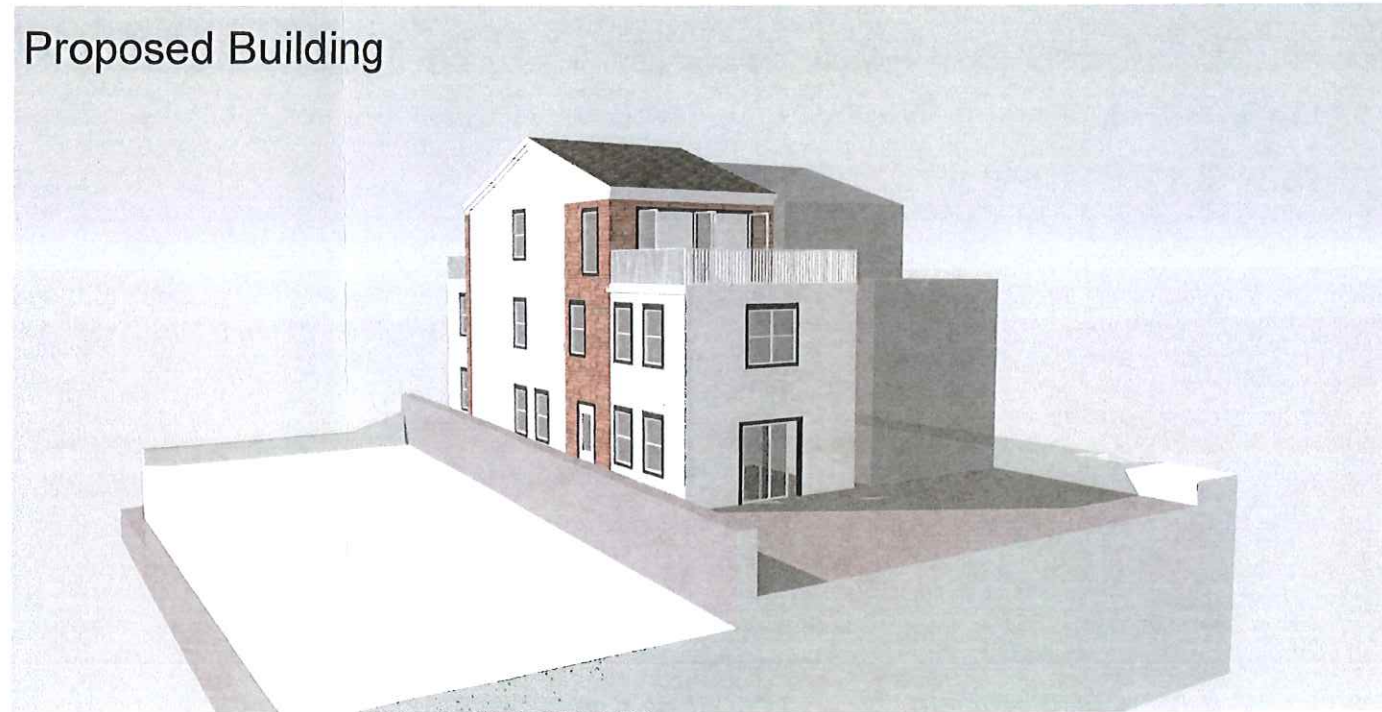
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Existing Building



Proposed Building

REVISIONS	BY

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