

**UPPER MERION TOWNSHIP BOARD OF SUPERVISORS**  
**AUGUST 5, 2021 WORKSHOP MEETING ~ 7:30 PM**

**AGENDA**

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Chairman's Comments:
5. Discussions:
  - A. KOP BID - Moore Irwin Property Conceptual Master Plan Proposal
  - B. Westrum Development Company, 601 Croton Road, Proposed Personal Care Facility
  - C. Resolution No. 2021-21. Preliminary/Final Subdivision Plan – Davis Development. 230 Arden Road. Consideration of a preliminary/final subdivision plan submitted by Davis Development Group, as prepared by Kimley Horn & Associates, dated March 19, 2021, last revised July 06, 2021 for the subdivision of the existing R-1 Residential parcel into 2 residential lots and the construction of 2 new single-family dwellings subject to those conditions outlined in resolution including the following waiver requests:
    1. §140a-16. A (2) - to not grade within five (5) feet from the property line.
    2. §145-27 - from providing a preliminary plan and allowing for a single preliminary/final application.
    3. §145-29. (21). - from showing the location of all existing features within 200 feet of its boundary.
    4. §145-29. B. - from providing a final study and analysis of traffic impact for two residential units and a net increase of one unit.
    5. §145-39 - from requirements for park land in favor of a fee in lieu per 145-50.
  - D. Review of the August 19, 2021 Business Agenda
6. Adjournment

*Western*



Stone Manor Corporate Ctr.  
2700 Kelly Road Suite 300  
Warrington, PA 18976  
Tel 215.345.7500 Fax 215.345.7507  
WWW.FOXROTHSCHILD.COM

CARRIE B. NASE-POUST  
Direct No: 215-918-3646  
Email: cnase-poust@foxrothschild.com

**RECEIVED**  
JUL 06 2021  
TOWNSHIP MANAGER'S OFFICE  
UPPER MERION TOWNSHIP

July 2, 2021

**VIA FEDERAL EXPRESS AND EMAIL [ahamaday@umtownship.org](mailto:ahamaday@umtownship.org)**

Anthony Hamaday  
Township Manager  
Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406-1802

**Re: 601 Croton Road, Upper Merion Township, Montgomery County**

Dear Mr. Hamaday:

Please be advised that my client, Commerce Pursuit Capital LP is the equitable owner of the above property. As you may be aware, my client is proposing to redevelop this property as a personal care facility. To that end enclosed please find the following:

1. Completed Application for Sketch Plan Review;
2. Three copies of the KOP Arbour Square Sketch Plan, prepared by Carroll Engineering Corporation, dated July 1, 2021; and
3. One executed copy of the Professional Services Agreement.

Please note that a check, made payable to Upper Merion Township, in the amount of \$10,000, representing the escrow payment due under the Professional Services Agreement, will be forwarded to the Township under separate cover letter by my client.

I am respectfully requesting that this matter be included on the agenda of the Planning Commission for their meeting on July 28, 2021 and on the agenda of the Board of Supervisors for their meeting on August 5, 2021 to review the enclosed Sketch Plan.

A Pennsylvania Limited Liability Partnership



Fox Rothschild LLP  
ATTORNEYS AT LAW

Anthony Hamaday

July 2, 2021

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Should you have any questions regarding this matter, or need additional information in order to process this Application, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Carrie B. Nase-Poust".

Carrie B. Nase-Poust

CBNP:ds

Enclosures

cc: Robert Loeper (w/encs., via email only)  
Mark Zadroga, Director, Chief Building/Zoning Official (w/encs., via email only)  
Michael Maier (w/encs., via email only)  
Jon Herzog (w/encs., via email only)  
John E. Koutsouros, P.E. (w/encs., via email only)

# Application for Land Development/Subdivision Review



Upper Merion  
Township  
175 West Valley Forge Road  
King of Prussia Pa, 19406  
www.umtownship.org

Application Agent	Engineer/Surveyor
Full name: Michael Maier	Full name: John L. Koutsouros, P.E.
Address: 1300 Virginia Drive, Suite 215	Address: 949 Easton Road
City/State/Zip: Fort Washington, PA 19034	City/State/Zip: Warrington, PA 18976/ <small>or text here</small>
Phone:	Phone: 215-268-3808
Mobile Phone:	Mobile Phone:
Fax:	Fax:
E-mail address: mmaier@westrum.com	E-mail address: jkoutsouros@carrollengineering.com
Property Owner: Ives Properties, Inc.	
Equitable Owner: Commerce Pursuit Capital LP	

Development	
Plan Title: KOP Arbour Square Sketch Plan	Location: 601 Croton Road
Tax Parcel #: 58-00-05476-00-1	Zoning Classification: AR-Administrative and Research
Site Acreage: 5.75	Plan Status: Preliminary <input type="checkbox"/> Final <input type="checkbox"/> Sketch <input type="checkbox"/>
Review Type: Subdivision <input type="checkbox"/> Land Development <input checked="" type="checkbox"/> Minor Plan <input type="checkbox"/> Plan Amendment <input type="checkbox"/>	
<b>Project Description:</b> Development of a 3-Story building to be used as a personal care facility containing 148 units, along with surface and garage parking, stormwater management facilities and landscaping.	

Land Use & Site Data					
Type	Lots/Units	Buildings	Existing Building Footage SF.	Proposed Building Footage SF.	Total SF All Floors
Residential					
Commercial	148	1		54,251	54,251
Office					
Industrial					
Other					
<b>Total</b>	<b>148</b>	<b>1</b>		<b>54,251</b>	<b>54,251</b>


Impervious Coverage  
Existing: 7.52 %  
Proposed: 22.90 %

Building Coverage:  
Existing: \_\_\_\_\_  
Proposed: \_\_\_\_\_

Proposed Tenure

Rental:  \_\_\_\_\_    Single Tenant: \_\_\_\_\_    Multi-Tenant \_\_\_\_\_    Condo \_\_\_\_\_    Owner Occupied \_\_\_\_\_

Waivers Requested:

<u>Owner or Agent</u>	
Printed Name:	Signature:
<u>Carrie B. Nase-Poust</u>	

<u>Upper Merion Township Only</u>			
Date Received: _____	File #: _____	Twp Fee: \$ _____	
		Review Escrow: \$ _____	
		County Fee: \$ _____	

Upper Merion Township  
Public Works Dept./ Planning Div.  
P: 610-265-2606  
F: 610-265-8467

## **Land Development and Subdivision Application Submission Requirements**

Upper Merion Township  
175 W. Valley Forge Road  
King of Prussia, PA 19406  
Ph: (610) 265-2606  
Fx: (610) 265-8467

Please include the following items with your Land Development or Subdivision application:

1. 6 sets of paper plans
2. 1 set of plans in electronic format (.pdf) on CD or via email. All multiple-page plans must be saved to a single .pdf file.
3. Narrative that justifies any waivers being requested.
4. 3 copies of applicable studies (e.g. traffic, stormwater, etc.).
5. 1 check made to Upper Merion Township for the application fee.
6. 1 check made to Upper Merion Township for any applicable engineering review escrow.
7. 1 check made to Montgomery County Treasurer for the county review fee (except for Minor Plans).
8. Completed Application form.

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made this 2<sup>nd</sup> day of July, 2021, by and between the UPPER MERION TOWNSHIP, Montgomery County, Pennsylvania with offices located at 175 W. Valley Forge Road, King of Prussia, Montgomery County, Pennsylvania 19406 (hereinafter referred to as the "Township") and Commerce Pursuit Capital, LP, a Pennsylvania limited partnership, with offices located at 1300 Virginia Drive, STE 215 Fort Washington, PA 19034 (hereinafter referred to as "Developer").

**WITNESSETH:**

WHEREAS, Developer is the equitable owner of certain real estate located at 601 Croton Road, located in Upper Merion Township, Montgomery County, Pennsylvania (the "Premises")

WHEREAS, Developer has made a request to develop the property; and

WHEREAS, Developer has need of and has requested the Township to review concept plans for the Premises so Developer will be able to construct improvements thereon; and

WHEREAS, Developer desires to present to the Township plans for the development of the Premises; and

WHEREAS, Developer now requests that the Township have its Engineer review said plans and have its Solicitor provide such legal services as are required by the Township; and

WHEREAS, the Township has authorized such legal and engineering services upon execution of this Agreement by Developer.

NOW THEREFORE, the parties agree as follows:

1. The Township hereby authorizes its Consulting Engineer (hereinafter "Engineer") to review the Developer's plans, and to make recommendations on the design and specifications, and to make engineering surveys and field inspections.

2. Developer agrees to pay (a) reasonable fees for the Engineer reviewing and commenting on the plans, surveying the Premises or inspecting the improvements to be constructed; (b) reasonable legal fees for the Township Solicitor (hereinafter "Solicitor") reviewing plans, preparing documents, attending meetings or providing other legal services relating to the development on the Premises; (c) administrative costs and expenses which the Township may incur by reason of this contract. All charges and fees shall be paid by the Developer as required by the Township and in accordance with paragraph 3 set forth herein.

3. The Developer agrees to pay all costs and expenses, charges and fees as set forth in the agreement within thirty (30) days after a bill is presented to the Developer. In the event that the Developer does not make payment within thirty (30) days, all work shall cease and the Township may initiate litigation for the collection of the outstanding invoice.

4. Developer understands and agrees that the professionals hired by the Township are representing the best interest of the Township and not the interests of the Developer. The Developer cannot and should not rely on any of the information supplied by the professionals hired by the Township and, in turn, the Developer should hire the Developer's own experts to advise the Developer accordingly.

5. In the event that Developer does not proceed to file plans, Developer agrees to pay the reasonable fees of the professional service provided to the Township in anticipation of the land development. Such fees shall include preparation time of the Engineer and Solicitor which specifically deal with the Developer's proposed land development.



6. Services will be provided to the Developer in accordance with the review procedures established herein and by the Township from time to time.

7. Developer shall pay for any and all legal fees charged by the Solicitor for the preparation of legal documents, review of any legal documentation or plans or other legal work authorized by the Township relating to the project for which the Developer has requested review.

8. Developer further agrees that this contract and the engineering and/or legal work authorized by it shall in no way be construed as allowing any construction of improvements prior to Developer receiving all required Township, County, State and Federal approvals and/or permits, and execution of Construction and Escrow Agreements with the Township.

9. Developer may, at any time, give written notice to the Township that it does not desire to proceed with the work, and upon receipt of such notice by the Township, the Developer shall only be liable to the Township for its costs and expenses incurred up to and including the date and time of the Township's receipt of the notice.

10. The Township, in the exercise of its responsibilities, may call upon the services of outside consultants for engineering or legal services, site design, and such other consulting services as it may deem necessary to properly review Developer's proposals, all of which shall be paid by the Developer.

11. If Developer fails to pay invoices within thirty (30) days, then interest shall accrue at the rate of one percent (1%) per month until collected. The Township shall be reimbursed all expenses incurred, including reasonable attorneys' fees associated with collecting the payment of the invoices.

12. This contract shall terminate when Developer files a complete preliminary plan

submission at which time the reimbursement procedures of the Municipalities Planning Code shall apply. All debts owed at that time shall be collected in accordance with this contract and all future professional services shall be reimbursed in accordance with the Municipalities Planning Code.

13. Developer and the Township acknowledge that this document represents the full understanding between them, shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and will be honored by both of them, each of whom agree to be legally bound by its terms.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be duly executed the day and year first above written.

ATTEST:

\_\_\_\_\_

(SEAL)

**UPPER MERION TOWNSHIP:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVELOPER:**

**COMMERCE PURSUIT CAPITAL, LP**

By: Michael J Maier

Name: Michael Maier, Vice President

Title: \_\_\_\_\_



**RESOLUTION NUMBER: 2021- 21**  
**DP NUMBER 2021- \_\_**  
**UPPER MERION TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

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**RESOLUTION FOR PRELIMINARY/FINAL LAND DEVELOPMENT PLAN  
APPROVAL FOR DAVIS DEVELOPMENT GROUP, LLC FOR A TWO LOT  
SUBDIVISION**

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**WHEREAS**, Davis Development Group, LLC (“Applicant”) is the equitable and legal owner of a 1.37 +/- acre site located at 230 Arden Road, Upper Merion Township, in the R-1 Residential zoning district, more specifically identified as Montgomery County Tax Parcel Number **58-00-00610-00-7** (the “Subject Property”);

**WHEREAS**, Applicant proposes a two-lot subdivision on the Subject Property; an existing 1,085 square foot single family detached dwelling is to be demolished and two separate single family detached dwellings will be constructed. Other improvements will include pavement additions, stormwater management facilities, landscaping, utilities, and sidewalks (the “Project”).

**WHEREAS**, Applicant has requested review and approval of the Preliminary/Final Land Development Plan for the Subject Property prepared by Kimley-Horn, Philadelphia, PA dated March 19, 2021 and last revised April 30, 2021 (13 sheets);

**NOW, THEREFORE, BE IT RESOLVED**, by the Upper Merion Township Board of Supervisors, Montgomery County, this 5<sup>th</sup> day of August, 2021, that said application for the Preliminary/Final Land Development Plan is **APPROVED WITH CONDITIONS:**

- 1. Preliminary/Final Land Development Plan:** The Preliminary/Final Land Development Plan for the Subject Property prepared by Kimley-Horn, Philadelphia, PA dated March 19, 2021 and last revised April 30, 2021 (the “Plan”).
- 2. Conditions of Approval:** The Plan in the above referenced Paragraph 1 of this Resolution is hereby approved subject to the following conditions:
  - a) Applicant must comply with and address all comments in the **Remington & Vernick Engineers Letter**, dated June 3, 2021, to the satisfaction of the Township Engineer.
  - b) Applicant must comply with and address all comments in the **Montgomery County Planning Commission Letter**, dated May 21, 2021, to the satisfaction of the Township.
  - c) Applicant must obtain approval of the Landscape Plan dated July 6, 2021 from the Shade Tree Commission.

- d) Applicant must obtain any necessary approvals and reviews from the Township Engineer, Township Traffic Engineer, Montgomery County Conservation District, Montgomery County Health Department, Pennsylvania DEP, PennDOT, and any other necessary planning modules, permits, or approvals, before the Plan is recorded.
- e) If required, prior to recording the Plan, Applicant shall execute an Improvements and Financial Security Agreement on a form drafted by the Township Solicitor and post financial security to guarantee the installation of all public improvements associated with the development. If Applicant chooses to post financial security in the form of a bond, the Township Solicitor shall have the unconditional right to review the bond and must approve the conditions and language of the bond. At a minimum, the bond shall be issued by an “A++” rated surety, or an equivalency, qualified to do business in Pennsylvania. Further, the bond shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and in the event that payment is not made, that the bonding company shall be responsible for all attorneys’ fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve percent (12%), for so long as the bond remains unpaid. Additionally, the bond is required to automatically renew annually until the improvements detailed on the Plans are completed to the satisfaction of the Township Engineer and the final release is issued by the Township, subject to partial releases being permitted in accordance with §509(j) of the MPC, and shall include a 90-day Evergreen Clause that substantively provides:
- “It is a condition of this Bond that it will be extended automatically, without amendment, for additional periods of one (1) year from the present of each future expiration date, unless at least ninety (90) days prior to the then current expiration date, Upper Merion Township is notified in writing by overnight courier, at the Township municipal address, that there is an election not to renew this Bond for said additional period.”
- f) Prior to recording the Plan, Applicant will provide all necessary legal descriptions for any easements.
- g) Applicant must execute all appropriate easements, maintenance agreements, and/or declarations requested by the Township, including, but not limited to, a stormwater best management practices and conveyances operation and maintenance agreement, in forms satisfactory to the Township Solicitor prior to recording the Plan.
- h) All outstanding Township fees, Township Engineers’ fees, and Township Solicitors’ fees, and any other professional fees associated with the review and approval of the application, shall be paid in full before the Plan is recorded in accordance with Section 503 of the Pennsylvania Municipalities Planning Code.

3. **WAIVERS:** Applicant has requested the following waivers from the Upper Merion Township Code for the Plan:

- a) The request for a waiver from **§145-12** to not provide sidewalk along the property frontage where no sidewalks exist is hereby:

Granted \_\_\_\_\_ Denied X\_\_\_\_\_

- b) The request for waivers from **§145-20.C** to not provide concrete curb and sidewalk along Arden Road where no connecting curb and sidewalk exist is hereby:

Granted \_\_\_\_\_ Denied X\_\_\_\_\_

- c) The request for waivers from **§145-27** to allow a preliminary/final plan submission is hereby:

Granted X\_\_\_\_\_ Denied \_\_\_\_\_

- d) The request for waivers from **§145-29.A(21)** to not show all existing features within 200 feet of the tract is hereby:

Granted X\_\_\_\_\_ Denied \_\_\_\_\_

- e) The request for waivers from **§145-29.B** to not submit a traffic impact analysis is hereby:

Granted X\_\_\_\_\_ Denied \_\_\_\_\_

- f) The request for waivers from **§145-39** to not provide park land in favor of a fee in-lieu-of per §145-50 is hereby:

Granted X\_\_\_\_\_ Denied \_\_\_\_\_

4. **EXEMPTIONS:** Applicant has requested the following exemption:

- a) The request for an exemption from **§165-232.2** for the steep slope requirements is hereby:

Granted X\_\_\_\_\_ Denied \_\_\_\_\_

**In the event that the Resolution is not delivered to the Township within ten days from receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon this acceptance are revoked, and the application shall be considered to be denied for the reasons set forth in the review letters listed above.**

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**RESOLVED AND APPROVED** this this 5<sup>th</sup> day of August, 2021.

**ATTEST:**

**UPPER MERION TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
**Anthony Hamaday**, Township Secretary

\_\_\_\_\_  
**William Jenaway**, Chairperson

**ACCEPTANCE OF CONDITIONS**

I, \_\_\_\_\_, being authorized by the Applicant, do hereby acknowledge and accept the Preliminary/Final Land Development Plan Approval issued by the Upper Merion Township Board of Supervisors and accept the conditions contained therein as recited above.

**APPLICANT: Davis Development Group, LLC**

BY:

Name: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_



UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
AUGUST 19, 2021 MEETING ~ 7:30 PM

AGENDA

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Meeting Minutes: June 17, 2021 Business Meeting
5. Chairman's Comments:
6. New Business:
  - A. Consent Agenda re:
    1. UMT Fire Station 56HQ Mechanical Contract Change Order for Intermediate Floor Fit-Out to A-Duct Mechanical, LLC in the amount of \$9,900.00.
    2. UMT Fire Station 56HQ Electrical Contract Change Order for Elevator Work to F.W. Houdier, Inc. in the amount of \$7,362.00.
    3. Schuylkill River Trail Phase 2 Bid Award – To award the Schuylkill River Trail Phase 2 Bid to \_\_\_\_\_, of \_\_\_\_\_, in the amount of \$\_\_\_\_\_ being the lowest responsible bidder and authorizing the proper Township Officials to sign all Contract Agreements. Rembursement Resolution No. 2021-xx.
    4. Resolution 2021-xx Authorization to sign the PennDOT Cooperative Agreement – 422 C CTV Equipment Installation.
    5. Accept a 30 day extension from James Kenney Excavating & Paving for work to be done on the Crow Creek Trail because of material delivery delays from the Redi-Rock retaining wall block and TAPCO flashing beacon suppliers.
    6. Authorize Payment to JNS Paving & Excavating Corporation in the amount of \$63,964.84 for ADA Improvements at Bob White and Swedeland Parks.
    7. Resignation of Carol Ryan from the Environmental Advisory Council
    8. Crow Creek Trail Project Contract Payment # 9 in the amount of \$159,850.00 to Kenney Excavating for work to date on the Crow Creek Trail Project.
    9. Reimbursement Agreement with SEPTA for Professional Services/Information Assistance associated with the portion of the KOP Rail Extension Project within the Township.

- B. Conditional Use Hearing (continued) – Mancill Mill Road Company, 850 Mancill Mill Road. Application of the Mancill Mill Road Company, 850 Mancill Mill Rd seeking Conditional Use Approval, pursuant to Section 165-135, Use Regulations, of the Township Code to permit a Residential-Oriented Development (ROD) to be located on the SM-1 zoned property.
  - C. Resolution 2021-22 – Preliminary/Final Development Plan – JP Morgan Chase Bank. 677 W. DeKalb. Demolish existing 19,820 SF building and construct two buildings – 5,979 SF. CL Commercial Limited, 1.03 acres
  - D. Resolution 2021-xx – Preliminary/Final Development Plan – Quercus Properties (JM Ward & Company), East Church Road. Consideration of a preliminary/final land development plan for the construction of a 44' x 78' pole barn on the LI Zoned 1.13 acre panel
- 7. Accounts Payable & Payrolls.
  - 8. Additional Business.
  - 9. Adjournment.

As an alternate to in-person attendance, the Board of Supervisors has established the use of the MyUMT Communications App on the Township's website, [www.umtownship.org](http://www.umtownship.org) to accommodate virtual public participation in the meeting. The meeting will be broadcast on Comcast Channel 22 and Verizon Channel 33, and streamed live on the Township's website. Residents can register and use the MyUMT App to submit questions and comments during the meeting. For more information regarding participation options, please check the Township website.

#### In-person Meeting Guidance

All individuals attending a Township meeting shall be required to comply with all CDC & PA Dept of Health COVID-19 Guidelines.