

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Burgess and Town Council of the Borough of Pottstown will hold a conditional use hearing on the Application of Edward C. Donato, 316 Mulberry Drive, Limerick, Pennsylvania, 19468, on Wednesday, September 8, 2021, at 6:30 p.m., in the Council Meeting Room, Pottstown Borough Hall, 100 E. High Street, Pottstown, Montgomery County, Pennsylvania. In addition to allowing the public to attend in person, due to the COVID-19 pandemic, specific instructions for public viewing, participating and providing comment can be found at the Borough website at www.pottstown.org.

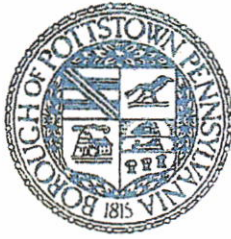
The Applicant is a tenant of property owned by John and Maria Jones located at 1200 E. High Street, Pottstown, Montgomery County, Pennsylvania (hereinafter referred to as "Subject Property"). The Subject Property is improved with a building containing 42 commercial units and located in a Traditional Town Neighborhood Zoning District. The Applicant is requesting permission to use Suite 205 of the Subject Property as a massage therapy center, which is permitted as a conditional use pursuant to § 319.3 of the Pottstown Borough Zoning Ordinance, subject to satisfying the criteria set forth in § 401.31.

At the time of the hearing, any affected person or party interested will be given full opportunity to be heard. Any person may be represented by counsel at the hearing.

**THE BURGESS AND TOWN COUNCIL
OF THE BOROUGH OF POTTSTOWN**

Justin Keller, Manager

Charles D. Garner, Jr., Esquire
Wolf, Baldwin & Associates, P.C.
Solicitor



Borough of Pottstown

Borough Hall, 100 East High Street
Pottstown, Pennsylvania 19464-9325

ZONING CONDITIONAL USE APPLICATION

This application must be completed in its entirety.

1200 East High Street, Pottstown, PA 19464

Property Address: _____

Parcel Number 16-00-14500-00-1 Zoning District TTN

Total Square Footage of Lot 14,200 sf

Property Owner: John & Maria Jones Phone: 610.326.2900

Address: 555 Rosedale Dr, Pottstown, PA 19464

Email Address: caz@1200easthigh.com; melissa@tricityareachamber.com

Applicant Name: Edward C Donato Phone: 215.808.0080

Address: 316 Mulberry Dr., Limerick, PA 19468

Email Address: edwardcdonato@gmail.com

Name of Business (if applicable): Rilassante Massage LLC

1. Conditional Use Code Section: Enter sections as related to this application.

319.3
Chapter 27; Part 3 Section _____

401.31
Chapter 27: Part 4 Section _____

2. Is the property in Historic District: Yes No

3. Is the property currently: Owner occupied Rental property

4. Current land use (choose one):

Single family detached Single family attached Multi-unit residential: _____ # of units

Single unit commercial Multi-unit commercial: _____ # of commercial units;

Mixed Use: 1 # of Residential 42 # of Commercial units

5. Describe the requested Use in detail: Therapeutic massage therapy, soft tissue manipulation, active/assisted stretching.

6. Indicate what improvements/renovations you plan for this property, both internal and external: N/A

7. Conditional Use criteria* is provided under Chapter 27; Part 4/Appendix A4.

*We strongly encourage you to include with this application: Sufficient information to document compliance with the applicable standards of the Conditional Use chapter. If it is not provided with this application, it is REQUIRED to be presented at the hearing.

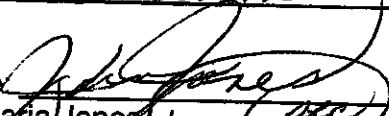
While each condition may vary, inclusions for consideration include (but are not limited to) the following examples:

- a. Traffic Studies (if required)
- b. Lease (if not owner occupied)
- c. If a condition limits "distance between existing uses" you are required to provide supporting documentation showing how you meet that requirement (i.e. Section 401.30)
- d. Child Care Facilities: You must provide sketches or pictures showing drop off areas, play areas, distance between facilities, etc.

I certify that I am authorized to make this application; and to the best of my knowledge and belief, all the information on this form and its attachments is true and correct.

Applicant Signature:  Date: July 26, 2021

Printed Name: Edward C Donato
EDWARD C DONATO

Property Owner Signature:  Date: July 26, 2021

Printed Name: John & Maria Jones
JOHN JONES

Submittal requirements:

1. Fee (check)
2. Three application packets to include:
 - a. The application,
 - b. the sketch plan (if applicable),
 - c. a copy of the deed

AND

3. One thumb/flash drive containing the full application packet and any supporting documentation

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

21 0065266

License Type
Massage Therapist

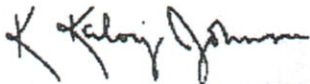
EDWARD C DONATO
316 MULBERRY DR
LIMERICK, PA 19468

License Status
Active

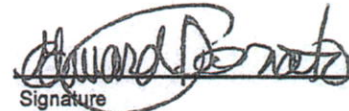
Initial License Date
04/13/2017

License Number
MSG011468

Expiration Date
01/31/2023



Commissioner of Professional and Occupational Affairs


Signature

COMMERCIAL LEASE

CL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR)

PARTIES	
TENANT(S): <u>Rilassante Massage, LLC</u>	LANDLORD(S): <u>John Jones</u>
Authorized Signer <u>Edward C. Donato</u>	Authorized Signer _____
TENANT'S PRINCIPAL PLACE OF BUSINESS:	LANDLORD'S PRINCIPAL PLACE OF BUSINESS:
_____	<u>1200 E. High Street, Suite 130, Pottstown, PA 19464</u>
TENANT'S EMAIL ADDRESS:	LANDLORD'S EMAIL ADDRESS:
<u>edwardcdonato@gmail.com</u>	_____

PREMISES	
A portion of the real property known as Suite Number(s) <u>205</u> <u>2nd</u> floor(s), consisting of approximately <u>310</u> square feet and located at <u>1200 East High Street</u>	
<u>Pottstown</u>	Unit(s) <u>ZIP</u> <u>19464</u>
in the municipality of <u>Pottstown Borough</u>	County of <u>Montgomery</u>
in the Commonwealth of Pennsylvania, with improvements consisting of _____	

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) <u>Herb Real Estate Inc.</u>	Licensee(s) (Name) <u>Gregory S. Herb</u>
Company Address <u>1036 E Philadelphia Ave, Gilbertsville, PA 19525-9511</u>	State License # <u>RM048404C</u>
Company Phone <u>(610)369-7004</u>	Direct Phone(s) <u>(610)369-7004</u>
Company Fax <u>(610)369-7002</u>	Cell Phone(s) <u>(610)858-5363</u>
Broker is (check only one):	Email <u>greg.herb@herbrealstate.com</u>
<input type="checkbox"/> Tenant Agent (Broker represents Tenant only)	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Tenant Agent (all company licensees represent Buyer)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	<input type="checkbox"/> Tenant Agent with Designated Agency (only Licensee(s) named above represent Buyer)
	<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) <u>Herb Real Estate Inc.</u>	Licensee(s) (Name) <u>Gregory S. Herb</u>
Company Address <u>1036 E Philadelphia Ave, Gilbertsville, PA 19525-9511</u>	State License # <u>RM048404C</u>
Company Phone <u>(610)369-7004</u>	Direct Phone(s) <u>(610)369-7004 Ext 31</u>
Company Fax <u>(610)369-7002</u>	Cell Phone(s) <u>(610)858-5363</u>
Broker is (check only one):	Email <u>greg.herb@herbrealstate.com</u>
<input type="checkbox"/> Landlord Agent (Broker represents Landlord only)	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Landlord Agent (all company licensees represent Landlord)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	<input type="checkbox"/> Landlord Agent with Designated Agency (only Licensee(s) named above represent Landlord)
	<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

DUAL AND/OR DESIGNATED AGENCY	
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.	
By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.	

Tenant Initials: ED

Landlord Initials: JJ MJ



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1. LEASE DATE AND RESPONSIBILITIES

For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part of this Lease, dated July 10, 2020

2. DEFINITIONS

(A) "Additional Rent" shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant to Landlord in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electricity, security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred to as "Additional Rent." Landlord shall have the same remedies for default in the payment for Additional Rent as for default in the payment of Base Rent.

(B) "Base Rent" shall mean the minimum rent due as set forth in Paragraph 5.

(C) "Common Area Maintenance" (CAM) shall mean Tenant's pro rata share of the cost to maintain, clean or repair the common areas and amenities of the Premises as set forth in Paragraph 7.

(D) "Improvements" shall mean any equipment, device, capital improvement or replacement to Landlord's Premises (i) required to achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or agency having jurisdiction over Landlord's Premises; or (iii) recommended or required by any insurance carrier in connection with provisions of insurance for Landlord's Premises.

(E) "Landlord" shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as Landlord.

(F) "Operating Expenses" shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and landscaping as set forth in Paragraph 7.

(G) "Real Property Taxes" shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments, whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority upon Landlord's Premises or any other property of Landlord, real or personal, located on Landlord's Premises, and any increase or decrease thereof. "Real Property Taxes" shall also include any tax that shall be levied or assessed in addition to, or in lieu of, such real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance tax, or any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord's Premises.

(H) "Rent" shall mean the total sums due and payable to Landlord.

(I) "Tenant" shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges and powers as he would have possessed had he originally signed this Lease as Tenant.

3. STARTING AND ENDING DATES OF LEASE (also called "Term")

(A) The Commencement Date shall be (select one):

- Substantial Completion: _____
- Occupancy Date: July 15, 2020
- Signing Date: _____
- Rent Commencement Date: August 15, 2020
- Other: _____

Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the Commencement Date.

(B) The Term of this Lease shall begin on the Commencement Date and expire on August 14, 2023 ("Expiration Date"). This date in subsequent years shall operate as the renewal date, if any.

(C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use without material interference with Tenant's business activities.

4. RENEWAL TERM

(A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed for any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over Tenant" and the provisions of Paragraph 32 shall apply.

(B) Option 1 - Automatic Termination

This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or renewal of the Lease prior to the last day of the Term ("Renewal Term").

(C) Option 2 - Automatic Renewal

1. If neither party terminates this Lease as set forth herein, this Lease will automatically renew for 12 additional month(s) (3 if not specified) OR 1 additional year(s) (1 if not specified) ("Renewal Term").

2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less than _____ days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

Tenant Initials: EP

Landlord Initials: MS

- 61 (D) Option 3 - Tenant's Option to Renew
- 62 Landlord and Tenant agree that Tenant has the right to exercise _____ option(s) (1 if not specified) to extend the Lease, provided
- 63 Tenant is not in continuing, material default or breach at the time the option is exercised. Each option shall be for a term identical
- 64 to the Term identified in Paragraph 3 ("Renewal Term"). Tenant shall provide Landlord no less than _____ days (60 if not specified)
- 65 written notice of Tenant's intention to exercise its option to renew the Lease.
- 66 (E) If notice of termination is given later than required, Rent is due for the entirety of the Renewal Term.
- 67 (F) Any renewal will be according to the terms of this Lease unless otherwise modified in a writing signed by Landlord and Tenant.
- 68 (G) At the Expiration Date or sooner termination of this Lease, Tenant shall peaceably surrender to Landlord possession of the
- 69 Premises in the same condition as it is hereby required to be kept by Tenant, excepting reasonable wear and tear and changes in
- 70 condition due to fire or other casualty.
- 71 1. Tenant may remove its trade fixtures from the Premises and shall repair any damage to the Premises caused thereby. Tenant
- 72 may not remove any alterations, additions or improvements other than trade fixtures. Such alterations, additions or improve-
- 73 ments shall become the property of Landlord as of the Expiration Date or sooner termination of this Lease. Lighting fixtures,
- 74 heating and air conditioning equipment, plumbing and electrical systems and fixtures, and floor coverings shall not be deemed
- 75 to be trade fixtures whether installed by Tenant or by anyone else, and shall not be removed from the Premises by or on behalf
- 76 of Tenant at any time.
- 77 2. Landlord may, in Landlord's sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice to
- 78 Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspection,
- 79 Landlord shall provide Tenant with written notice within _____ days (10 if not specified) of such inspection setting forth
- 80 those conditions for which Tenant is responsible to repair or restore under the Lease.
- 81 3. Tenant may, at Tenant's election, either (i) make such repairs or restorations; or (ii) notify Landlord that Tenant desires
- 82 Landlord to perform such repairs and restorations at Landlord's actual, reasonable costs. If Tenant elects not to perform the
- 83 repairs and restorations, Tenant shall pay Landlord's actual, reasonable costs promptly after receiving notice that Landlord has
- 84 completed the same. Such notice shall include an invoice or other record setting forth, in reasonable detail, Landlord's actual
- 85 costs of repairs and restorations.

5. BASE RENT

- 86 (A) Rent is due without demand, abatement, deduction or set-off at the address set forth on Page 1 of this Lease, unless otherwise stated.
- 87 (B) Base Rent shall be paid in monthly quarterly annual other: _____ installments of
- 88 \$ 400.00 on or before the 1st day of each month quarter other: _____ ("Due Date").
- 89 (C) Base Rent shall be calculated as \$ _____ /sq. ft. OR \$ 400.00 per month
- 90 amounting to Base Rent of \$ 4,800.00 (U.S. Dollars) per year.
- 91 If checked, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base
- 92 Rent owed to Landlord will be no more than _____ % or \$ \$25 - Year 2 \$25 - Year 3 in each instance and,
- 93 following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless
- 94 otherwise stated here: Year 2 - \$425/mo.; Year 3 - \$450/mo.
- 95 (D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within _____ days (5 if not speci-
- 96 fied) of the Due Date shall be subject to a late charge of _____ % of the installment due or \$ 40.00 ("Late Charge").
- 97 (E) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against
- 98 the current Base Rent due. When there is no outstanding Additional Rent, payment will be applied to the month's Base Rent that
- 99 is currently due.
- 100 (F) Landlord will accept the following methods of payment: Cash Money Order Personal Check Credit Cards (additional
- 101 fees may apply) Cashier's Check Other: _____ Landlord, at Landlord's sole discretion, reserves
- 102 the right to change or modify the acceptable methods of payment if any method fails (a check is returned or not honored, credit
- 103 card is declined, etc.), by providing Tenant with notice not less than ten (10) days before the next Base Rent installment is due.
- 104 (G) Tenant will pay a fee of \$ 50.00 for any payment that is returned or declined by any
- 105 financial institution for any reason. Notwithstanding any other provisions in this Lease, if payment is returned or declined, Late
- 106 Charges will be calculated from the Due Date. Any late charges will continue to apply until a valid payment is received.

6. SECURITY DEPOSIT

- 107 (A) A security deposit of \$ 400.00 will be paid in U.S. Dollars to Landlord or Landlord's representative, and held
- 108 in escrow by Landlord or Landlord's representative as named here: Herb Real Estate Inc. @ Ambler Savings Bank
- 109 (B) The Security Deposit will be held for the performance by Tenant of all of its covenants, obligations and agreements set forth in
- 110 this Lease, but in no event shall Landlord be obligated to apply the Security Deposit to Rent or other charges in arrears, or damages
- 111 for Tenant's default hereunder; however, Landlord may so apply the Security Deposit at its option. Landlord's right to possess the
- 112 Premises for Tenant's default, or other such reason, shall not be affected by the fact that Landlord holds the Security Deposit.
- 113 (C) The Security Deposit, if not so applied by Landlord, shall be returned to Tenant within _____ (60 if not specified) days after this
- 114 Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.
- 115 (D) In the event of any transfer of Landlord's interests in the Premises, Landlord shall have the right to transfer its interest in the Security
- 116 Deposit following proper notice to Tenant, whereupon Landlord shall be released of all liability with respect to such a Security
- 117 Deposit, and Tenant shall look solely to such transferee for the return of the same in accordance with the terms of the Lease.
- 118
- 119

120 Tenant Initials: EP / _____

Landlord Initials: JJ / MJ