

MONTGOMERY TOWNSHIP PLANNING AND ZONING
1001 Stump Road, Montgomeryville, PA 18936-9605
Telephone: 215-393-6920 - Fax: 215-855-1498
www.montgomerytp.org

ORIGINAL

Office Use Only: Hearing Date: January 5, 2016 Time: 7³⁰ pm Place on agenda: 2nd
Application # 15110001 Fee \$ 1200 - check # 1274

ZONING HEARING BOARD APPLICATION

Appeal is hereby made by the undersigned for the following action(s):

Check Applicable Item(s):

- () Variance from the terms of the Zoning Ordinance
() Special Exception
(X) Appeal from the Determination of the Zoning Officer
() Substantive Validity Challenge

RECEIVED

NOV 17 2015

RECEIVED

Appellant: Name: Liberation House, LLC

Address: 1146 Stump Road, North Wales, PA 19454

Phone: 267-938-0646

Owner: Name: Domenick Braccia

Address: 1146 Stump Road, North Wales, PA 19454

Phone: _____

Attorney: Name: Frederic M. Wentz, Esq.

Address: 1250 Germantown Pike, Ste 207 Phone 610-279-2480
Plymouth Meeting, PA 19462

Interest of appellant, if not owner (agent, lessee, etc.):
Lesee

1. Application relates to: Check Applicable Item(s):

- | | |
|-----------------------|------------------------------------|
| [] Use | [] Lot Area |
| [] Height | [] Yards |
| [] Existing Building | [] Proposed Building |
| [X] Occupancy | [] Nonconforming Use or Structure |
| [] Other: | _____ |

2. Brief description of the real estate affected:

Block and Unit No.: B16 U36 Lot Size: 72,000 square feet

Location: 1146 Stump Road

Present Use: Group home for people with disabilities

Present Zoning Classification: R1

Present Improvements Upon Land: House

Deed Recorded at Norristown in Deed Book: 5363 Page 00481

3. Appeal to Challenge

Specific reference to the section(s) of the zoning ordinance upon which the challenge is based:

Statement and/or basis for the challenge to the validity of the zoning ordinance:

4. Appeal from of the Determination of the Zoning Administrative Officer

Date determination was made: 10/20/2015 Section(s) of the ordinance involved: 230-5

Your statement of alleged error of zoning administrative officer: Applicant operates a group home for people with disabilities which is within the zoning definition of "family".

5. Special Exception or Variance

Specific reference to section of the zoning ordinance upon which application based:

Action desired by appellant: (statement of relief sought):

Reasons appellant believes the Board should approve the desired action; note the specific hardship if applying for a variance):

Has previous appeal or application for special exception or variance been filed in connection with these premises? ☐ Yes ☐ No

NOTE:

Attach twelve (12) copies of plan of real estate affected, indicating location and size of lot, size of improvements now erected and proposed to be erected thereon, or other change desired. Attach any other information required by the Zoning Hearing Board.

If more space is required, attach a separate sheet and make specific reference to the question being answered.

All applications MUST be received 21 days prior to the Zoning Hearing Board meeting date, which is the first Tuesday of each month (unless changed).

***I hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

***I hereby acknowledge receipt of the January 3, 2012 Resolution of the Zoning Hearing Board regarding the unauthorized practice of law.

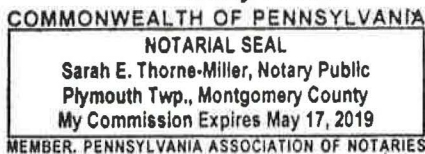

Appellant's or Owner's Signature
Muhammad Abdul-Hadi
Chief Operating Officer
Liberation House, LLC

SWORN TO AND SUBSCRIBED BEFORE ME THIS

13th DAY OF November, 20 15



Notary Public



**MONTGOMERY TOWNSHIP ZONING HEARING BOARD
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION

**RESOLUTION PROHIBITING THE UNAUTHORIZED PRACTICE OF LAW BEFORE
THE ZONING HEARING BOARD OF MONTGOMERY TOWNSHIP, MONTGOMERY
COUNTY, PENNSYLVANIA**

WHEREAS, the unauthorized practice of law is a violation of 42 Pa. C.S. § 2524, which provides that a person who commits the unauthorized practice of law commits a misdemeanor of the third degree upon a first violation and a misdemeanor of the first degree upon the second or subsequent violation;


WHEREAS, the Montgomery Bar Association Unauthorized Practice of Law Committee issued an Opinion dated May 20, 2010, concluding that the appearance before a municipal quasi-judicial board by a person representing an applicant or appellant other than a duly licensed attorney at law in the Commonwealth of Pennsylvania constitutes the unauthorized practice of law; and

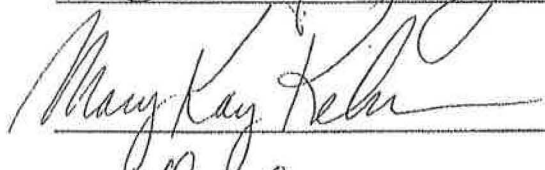
WHEREAS, the Zoning Hearing Board of Montgomery Township, Montgomery County, Pennsylvania, desires to prohibit the unauthorized practice of law in proceedings before the board.


NOW, THEREFORE, BE IT RESOLVED, that the Zoning Hearing Board of Montgomery Township, Montgomery County, Pennsylvania, shall prohibit the unauthorized practice of law in any matter before it which involves the presentation of an application and/or appeal under the provisions of the Pennsylvania Municipalities Planning Code and the Zoning Ordinance of Montgomery Township, Montgomery County, Pennsylvania, by requiring that a person representing an applicant or appellant before the Board shall be a duly licensed attorney-at-law in the Commonwealth of Pennsylvania.

DULY PRESENTED AND ADOPTED, by the Montgomery Township Zoning Hearing Board at a public meeting held on the 5 day of January, 2012.

MONTGOMERY TOWNSHIP ZONING HEARING BOARD







DIRECTIONS FOR FILLING OUT THE ZONING HEARING BOARD APPLICATION

Application for Challenge: Check this item if you desire to challenge the validity of the Zoning Ordinance or the Zoning Map or any provisions thereof which prohibit or restrict the use or development of land in which the appellant has an interest.

Application from the Administrative Officer in Refusing my Application for a Building Permit: Check this item if you think the Zoning Officer acted improperly or in error by rejecting your zoning permit.

Application for Special Exception: Check this item in cases where the Zoning Ordinance states that a use is permissible by special exception.

Application for a Variance: Check this item when you require a variance from the Zoning Ordinance in order to build on your property. This may be a variance from setbacks, size of property, shape of property, use, etc. You must prove a hardship to the property and that such hardship was not created by the appellant.

Appellant: The individual applying for the appeal. **The appellant must have a vested interest in the property (owner, lessee, or equitable owner).**

Owner: Owner of record as listed in the Court House in Norristown.

Attorney: Please provide this information if an attorney is involved.

Interest of Appellant If Not Owner: Lessee or equitable owner.

INSTRUCTIONS FOR QUESTIONS 1 THROUGH 8

1. Check all items that apply.

2. Description information:

Block and Unit Number: This information can be found on the tax bill, at the Montgomery County Court House or at the Township Building.

Location: The address of the property involved in the appeal.

Lot Size: What are the dimensions of the lot?

Present Use: What is the use of the property at this time?

Present Zoning Classification: This information may be obtained by applying to the Zoning Officer for a Zoning Certification or by researching the zoning map located in the Montgomery Township Department of Planning and Zoning.

Present Improvements Upon Land: What is on the land now; house, garage, shed, etc.? List everything that is on the land. If nothing, state "none".

Deed Recorded in Norristown: What is the deed book and page number of the property? This information can be found in the deed or at the Office of the Recorder of Deeds in Norristown.

3. Appeal to Challenge (if applicable). Why do you think the Zoning Ordinance or Zoning Map prohibits or restricts your use or development of land?
4. Appeal from Action of the Zoning Officer (if applicable). Date determination was made by the Zoning Officer. What you believe to be the error of the Zoning Officer.
5. List the Article and Section numbers of the ordinance you are appealing.
6. List the type of action for which you are applying. (Special Exception, Variance, Challenge).
7. Explain why you feel this application should be granted. What is the hardship?
8. Has any application previously been filed for this property?

CHECK OFF SHEET FOR ZONING HEARING BOARD APPEAL

Check off each item that accompanies this application. If the item is not applicable, put "N/A". If check or N/A is not filled out, the application will not be accepted.

- | | |
|---|---------|
| 1. (12) Twelve copies of application | (✓) |
| 2. (12) Twelve copies of plot plan | () N/A |
| 3. (12) Twelve copies of zoning officer's rejection (if applicable) | (✓) |
| 4. (12) Twelve copies of tax map | () N/A |
| 5. (12) Twelve copies of the proposed structure | () N/A |
| 6. (12) Twelve copies of exhibits, if any | (✓) |
| 7. (02) Two copies of deed | (✓) |
| 8. (02) Two copies of the agreement of sale or lease agreement | (✓) |
| 9. (01) One copy of the Deed Search, if applicable | () N/A |
| 10. Original application must be notarized | (✓) |
-
- | | |
|--|-----|
| 11. Applications will not be accepted unless all required materials are placed in twelve (12) individual packs as follows: | (✓) |
| a. Deed (first 2 packs only) | |
| b. Agreement of sale or lease agreement if applicable (first 2 packs only) | |
| c. Deed searches, if applicable (first pack only) | |
| d. Application | |
| e. Plot plan | |
| f. Zoning Officer's rejection (if applicable) | |
| g. Tax Map | |
| h. Detailed plan of proposed structure | |
| i. Exhibits | |

ORIGINAL APPLICATION MUST BE SIGNED AND NOTARIZED.

ALL EXHIBITS MUST BE PROVIDED IN A FORM THAT CAN BE PUT INTO A FILE FOLDER FOR THE PERMANENT RECORD.

If additional copies of application are required; the Township will notify the applicant

The Zoning Officer is not authorized to fill out your application, correlate the above items or to answer any technical questions.

If you are not sure how to go about appealing to the Zoning Hearing Board, it is advised you get an attorney to assist you.

Scaled plot plans may be hand drawn as long as all information is accurate. It must contain all pertinent zoning information including names, addresses and block and unit numbers of all adjoining owners.

Tax maps may be obtained at the court house in Norristown or at the Office of Planning & Zoning.

Deed searches may be done in Norristown

FEE SCHEDULE

VARIANCES, SPECIAL EXCEPTIONS, APPEALS from Orders and Decisions of the Zoning Officer, Substantive Challenge, Non-Conforming Uses from the requirement of the Zoning Ordinances and other Ordinances of Montgomery Township and documents fee. ZONING HEARING BOARD - NOTICE OF APPEAL application required.

Residential

\$ 600 - for a lot on which a residential dwelling exists or for a lot in a residential district which is intended to be utilized for single family detached residential use, plus an additional **\$300** for each applicant requested postponement or continuance.

All other Zoning Districts or Non-Residential Uses

\$1,200 - for a lot in any district other than residential, except when a request for a non-residential use, plus **\$500** for each applicant requested postponement or continuance.

Non-conforming uses fee shall be based on the zoning district and requested use as noted above. Variance for non-conforming shall be determined by nature of variance as to use and/or adjoining property having greatest bordering line as to its zoning classification.

Substantive Validity Challenges –

\$5,000 - Applicant shall deposit **\$10,000** with the Township to be held in escrow, plus **\$500** for each applicant requested postponement or continuance.

- B. All fees and deposits required under terms of this resolution shall be paid at the time the application is filed, payable to Montgomery Township.
- C. Appropriate costs and charges include but are not limited to:
 - Notes of testimony (official file copy) - transcription costs
 - One half (50 percent) of Stenographer appearance costs
 - Zoning Hearing Board Members Compensation (proportioned among the members of applicants per meeting)
 - Advertising costs
- D. All application fees paid are non-refundable.
- E. Concurrent applications - An applicant who seeks more than one form of relief in his application shall pay the highest of applicable fees.
- F. The Township retains the right to recover any costs incurred for the use of outside consultants for the purposes of additional reviews or testing.
- G. Legal Fees – As per the rate schedule most recently adopted by the Township.

EXHIBIT "A"

STEVEN G. POLIN, ESQ.
Attorney At Law
Admitted to DC & MD

3034 TENNYSON ST. N.W.
WASHINGTON, D.C. 20015

TEL (202) 331-5848
FAX (202) 331-5849
SPOLIN2@EARTHLINK.NET

November 16, 2015

SENT VIA FIRST ELECTRONIC MEANS AND FIRST CLASS MAIL

Bruce Shoupe
Planning & Zoning Director
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

RE: Reasonable Accommodation Request
Liberation House, LLC
1146 Stump Road

Dear Mr. Shoupe

I have been retained by the Liberation House, LLC to write the following memorandum of law for Fred Wentz in support of the Liberation House zoning application. Specifically, I have been requested to respond to your initial notice of violation wherein you determined that the use of 1146 Stump Road as a sober house is an illegal use in an R1-Residential zone based upon your erroneous determination that its residents are transient in nature. I am writing this letter is to request a reasonable accommodation pursuant to the Federal Fair Housing Act, 42 U.S.C. §3604(f)(3)(B) on behalf of Liberation House, LLC, the owner of the property and its residents. Specifically, it is requested that the Township treat the Liberation House, LLC as the functional equivalent of a family as that term is defined by the Township's zoning code and treat the use of 1146 Stump Road as a single family use.

I am writing this letter to explain the Liberation House, LLC concept, and to request pursuant to the Federal Fair Housing Act that Montgomery Township make a reasonable accommodation in the application of its land use ordinances for Liberation House, LLC..

Liberation House, located at 1146 Stump Road has been erroneously classified by the staff of the Township as a "short term substance abuse treatment facility." The Courts have consistently treated the use of a single family residence by groups of recovering alcoholics and substance abusers as the functional equivalent of a family. It is requested, as a reasonable accommodation, that the Township treat the use of 1146 Stump Road by Liberation House as a single family use, and the residents as the functional equivalent of a family under the Township's definition of family. The Township's zoning code defines family as follows:

Bruce Shoupe
November 16, 2015

FAMILY – Any group of individuals living together permanently or long-term, as opposed to transiently or short-term, as the functional equivalent of a family where the residents may share living expenses, chores, eat meals together and are a close group with social, economic and psychological commitments to each other. A family includes, for example, the residents of residential care facilities and group homes for people with disabilities. A family does not include larger institutional group living situations such as student-housing, dormitories, fraternities, sororities, monasteries or nunneries. ”

I. THE LIBERATION HOUSE CONCEPT

Liberation House, LLC is a housing provider for recovering alcoholics and drug addicts. The dwelling located at 1146 Stump Road consists of a maximum of fifteen (15) unrelated recovering persons plus a house manager. The Township’s definition of family includes residential care facilities and group homes for persons with disabilities. The Township does not impose any numerical limitation on the number of persons who reside together and who are related by blood, marriage or adoption. This household functions as the equivalent of a family and allows the recovering persons to provide one another with continual mutual support as well as mutual monitoring to prevent relapse.

Many persons in recovery cannot maintain the traditional family organization that the Township’s ordinance dictates. Treating the use of 1146 Stump Road as something other than a single family use, therefore, discriminates against groups of disabled persons, such as the residents of Liberation House, LLC. In addition to the actual discrimination against the residents of 1146 Stump Road by the proposed enforcement of the Township’s zoning code, the ordinance also has a disparate effect on them by preventing them from living together in drug and alcohol free housing units. The potential recovery of people who are handicapped or disabled by reason of alcoholism or drug abuse is greatly enhanced by the mutual support and mutual monitoring provided by living with other recovering persons. Further, it is often critical that a person in the early and middle stages of recovery share a bedroom with another recovering addict for mutual support and monitoring.

The residents of 1146 Stump Road are considered to be the "functional equivalent" of a family for several reasons. The residents have access to the entire house. The residents also participate equally in the housekeeping functions of the house. The quality and nature of the relationship among the residents are akin to that of a family. The emotional and mutual support and bonding given each resident in support of his recovery from drug addiction and alcoholism is the equivalent of the type of love and support received in a traditional family. The need of groups of unrelated recovering alcoholics and substance abusers to live in a structured, safe and therapeutic environment is necessary to the recovery process. It has been found that individuals who decide to live in sober housing programs, such as that offered by Liberation House, LLC, are allowed to engage in the process of recovery from alcoholism and substance abuse, at their own pace. By living

Bruce Shoupe
November 16, 2015

with other persons who are in recovery, the residents should never have to face an alcoholic's or addict's deadliest enemy: loneliness and isolation.

In addition, the residents live in at 1146 Stump Road by choice. The choice is usually motivated by the individual's desire not to relapse into drug and/or alcohol use again after that individual has bottomed out, *i.e.*, lost jobs, home or family. It is also motivated by the desire that one must change their lifestyle, the manner in which they conduct their affairs, and the need to become a responsible, productive member of society.

Finally, Liberation House, LLC is neither licensed nor required to be licensed by the Commonwealth of Pennsylvania in order to provide housing for its residents. The Liberation House, LLC enjoys community support from those in the treatment community. Liberation House, LLC is a valuable asset to the community.

II. REASONABLE ACCOMMODATION REQUEST TO BE TREATED AS A FAMILY

As noted above, the residents of Liberation House are the functional equivalent of a family since they do chores, eat meals together and are a close group with social, economic and psychological commitments to each other. The residents of Liberation House, LLC are considered "handicapped" under the 1988 amendments to the Federal Fair Housing Act, unlike other groups of unrelated, non-disabled persons. *See* 42 U.S.C. 3600 *et seq.* Recovering addicts and alcoholics are specifically included within the definition of "handicapped individual." *See*, 42 U.S.C. 3602(h) and 24 C.F.R. 100.201(a)(2). It is on this basis that as a reasonable accommodation it is requested that the Township treat residents of Liberation House as the functional equivalent of a family.

As members of a protected class under the Federal Fair Housing Act, the issue of whether Liberation House, LLC and/or the residents of 1146 Stump Road are in violation of the local zoning ordinances is not relevant to the question of federal law. *United States v. Borough of Audubon*, 797 F. Supp. 353 (D. N.J.), *aff'd* 968 F.2d 14 (3d Cir. 1992). Thus, any allegation that Liberation House, LLC has violated a local zoning ordinance does not abrogate its rights in claiming discrimination under the Federal Fair Housing Act. It is well established that the Federal Fair Housing Act prohibits discriminatory land use decision by municipalities, when such decisions are ostensibly authorized by local ordinance. *Association of Relative and Friends of AIDS patients v. Regulation and Permits Administration*, 740 F.Supp. 95 (D.P.R. 1990)(government agency's denial of land use permit to open AIDS hospice violated Fair Housing Act); *Baxter v. City of Belleville*, 720 F.Supp. 720 (S.D. Ill 1989)(on motion for preliminary injunction: city's refusal to issue special use permit under zoning law to develop to remodel building into residence for persons with AIDS violated Fair Housing Act). *See also* 42 U.S.C. Section 3615 ("any law of a State, a political subdivision, or other jurisdiction that purports to require or permit any action that would be a discriminatory housing practice under this subchapter shall to that extent be invalid [under the Fair Housing Act]").

Bruce Shoupe
November 16, 2015

In addition, for purposes of this letter, 42 U.S.C. 3604(f)(3)(B) defines discrimination to include a "refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such [handicapped] person equal opportunity to use and enjoy a dwelling."

The legislative history to the Fair Housing Amendments Act of 1988 ("House Judiciary Report") is explicit as to the effect of the amendments on state and local land use practices, regulations or decisions which would have the effect of discriminating against individuals with handicaps. The amendments prohibit the discriminatory enforcement of land use law to congregate living arrangements among non-related persons with disabilities, such as Liberation House, LLC, when these requirements are not imposed on families.

[Section 804(f)] would also apply to state or local land use and health and safety laws, regulations, practices or decisions which discriminate against individuals with handicaps. While state and local governments have authority to protect safety and health, and to regulate use of land, that authority has sometimes been sued to restrict the ability of individuals with handicaps to live in communities. This has been accomplished by such as the enactment or imposition of health, safety or land-use requirements on congregate living arrangements among non-related persons with disabilities. Since these requirements are not imposed on families and groups of similar size of unrelated people, these requirements have the effect of discriminating against persons with disabilities.

House Report, p. 24 (footnote omitted). Based on this clear expression of legislative intent, the courts have enjoined the application and enforcement of zoning and health and safety regulations which have a discriminatory impact on group homes for persons with disabilities. *Oxford House, Inc. v. Township of Cherry Hill*, 799 F. Supp. 450, 462 (D.N.J. 1992); *Oxford House, Inc. v. Town of Babylon*, 819 F. Supp. 1179 (E.D.N.Y. 1993); *Marbrunak, Inc. v. City of Stowe*, 974 F.2d 43 (6th Cir. 1992).

The reasonable accommodation requirement of the Fair Housing Act draws no distinction between "rules," "policies," and "practices" that are embodied in zoning ordinances and those that emanate from other sources. All are subject to the "reasonable accommodation" requirement. Thus, when a municipality refuses to make a reasonable accommodation in its zoning "rules," "policies," or "practices," and such an accommodation may be necessary to afford handicapped persons an equal opportunity to use and enjoy a dwelling, it violates the reasonable accommodation provision of the act, 42 U.S.C. 3604(f)(3)(B). See *United States v. Village of Marshall*, 787 F. Supp. 872, 877 (W.D. Wisc. 1991) (Congress in enacting the Fair Housing Amendments Act "anticipated that there were rules and regulations encompassing zoning regulations and governmental decision about land use").

Reasonable accommodation has been interpreted by the Courts in cases involving zoning ordinances to mean that a municipality must change some rule that is generally applicable to

Bruce Shoupe
November 16, 2015

everyone so as to make its burden less onerous on the person with disabilities. *Township of Cherry Hill* at 465, ft. 25. See, *Casa Marie, Inc. v. Superior Court of Puerto Rico for the District of Arecibo*, 752 F. Supp 1152, 1169 (D.P.R.1990), *rev'd on other grounds*, 988 F.2d 252 (1st Cir. 1993)(noting that a court hearing a reasonable accommodation claim under the Fair Housing Act may "adjudge whether compliance with the zoning ordinances may be 'waived'"); *Horizon House Development Services v. Township of Upper Southampton*, 804 F.Supp. 683, 699-700 (E.D. Pa. 1992), *aff'd mem.*, 995 F.2d 217 (3d Cir. 1993)("affirmative steps are required to change rules or practices if they are necessary to allow a person with a disability to live in a community"). A request for a reasonable accommodation may even encompass as request for non enforcement of a zoning ordinance. *Proviso Association of Retarded Citizens v. Village of Westchester*, 914 F. Supp 1555, 1561-62 (N. D. Ill. 1996).

One of the purposes of the reasonable accommodations provision is to address individual needs and respond to individual circumstances. In this regard, courts have held that municipalities must change, waive, or make exception to their zoning rules to afford people with disabilities the same access to housing as those who are without disabilities. *Town of Babylon*, 819 F. Supp at 1192; *Horizon House*, 804 F. Supp. at 699; *Township of Cherry Hill* 799 F. Supp at 461-63; *Village of Marshall*, 787 F. Supp at 878; *Commonwealth of Puerto Rico*, 764 F. Supp. at 224.

Here, accommodating Liberation House, LLC would not cause the Township any undue financial or administrative burdens nor would it undermine the purpose which the requirement seeks to achieve, that the Township treat Liberation House as the functional equivalent of a family as that term is defined by the zoning code. See, *Village of Marshall*, *supra* at 877-78 (accommodation is unreasonable if it "undermine[s] the basic purpose which the requirement seeks to achieve"). The Fair Housing Act places an affirmative duty on the municipality to accommodate the needs of persons with disabilities. The Act demands that municipalities such as Montgomery Township to change the manner in which its zoning ordinances are applied to afford the disabled the same opportunity to housing as those who are not disabled. *City of Plainfield*, 769 F. Supp at 1344 (accommodation reasonable where it "would not cause undue financial burden to the City").

Permitting Liberation House, LLC to exist would not significantly compromise the policies reflected in any of its land use ordinances that the Township would apply or enforce. Nor is there any significant evidence that such an accommodation would significantly compromise the Township's legitimate interests in protecting the residential character of the surrounding neighborhood. Liberation House, LLC is not requesting that Montgomery Township to build housing, rather, it is requested that the Township remove an obstacle to housing. See, *Town of Babylon*, *supra*; *Huntington Branch, NAACP v. Town of Huntington*, 844 F.2d 926, 936 (2d Cir), *aff'd* 488 U.S. 15 (1988).

If need be, Liberation House, LLC can demonstrate that the proposed accommodation is reasonable, for the Fair Housing Act requires a showing that the accommodation "may be necessary

Bruce Shoupe
November 16, 2015

to afford [handicapped] person[s] equal opportunity to use and enjoy a dwelling." 42 U.S.C. 3604(f)(3)(B). See, *Parish of Jefferson v. Allied Health Care, Inc.*, 1992 U.S. Dist. Lexis 9124 (E.D. La.) (The proper inquiry on a request for a reasonable accommodation is the number of unrelated persons who can reside together is to reasonableness of the request.) Montgomery Township, by classifying Liberation House, LLC as something other than a single family use, is actually enforcing its definition of family in its zoning ordinance by utilizing more stringent requirements on groups of unrelated disabled individuals wishing to live together than on individuals related by blood or marriage or adoption or guardianship. *Parish of Jefferson*, supra (Zoning ordinance limiting the number of unrelated persons residing together as a family to four found to be in violation of the Fair Housing Act since it has the effect of discriminating against groups of handicapped persons by unnecessarily restricting their ability to live in residences of their choice in the community.) *Tsombanidis v. City of West Haven*, 180 F.Supp. 2d 262, *aff'd in part, rev'd in part*, 352 F.3d 565 (2d Cir. 2003). (Stringent enforcement of the City's three person rule has a greater adverse impact on disabled persons than non-disabled persons).

1146 Stump Road residents are individuals who are handicapped by alcoholism or drug abuse and who cannot live independently without the risk of relapse. Liberation House, LLC can demonstrate that the ability of recovering alcoholics and drug addicts to live in a supportive drug free environment in a quiet residential area is critical to their recovery.¹ These individuals are more likely to need a living arrangement such as the one 1146 Stump Road provides, wherein groups of unrelated individuals reside together in a residential neighborhood for mutual support during the recovery process. *Township of Cherry Hill*, 799 F. Supp. at 450. "When that home is also a therapeutic environment critical to maintaining continued recovery from alcohol or drug addiction, eviction is life threatening. Depriving such individuals of housing, or evicting them, would constitute irrational discrimination that may seriously jeopardize their continued recovery." See *City of Plainfield*, 769 F. Supp at 1345. This action by Montgomery Township would completely

¹Other programs similar to Liberation House, LLC have successfully demonstrated the need of recovering individuals to reside in quiet residential areas in order to enhance the recovery process. See *Borough of Audubon*, 797 F. Supp at 360 (Based on the testimony, we find that the OH-Vassar residents' addictions substantially limit their ability to live independently and to live with their families. Accordingly, we find that the residents are "handicapped" under the Act, and are entitled thereby to the protections of the Act. We do not think that the list of major life activities set forth in the regulation was meant to be all-inclusive. Even if it were, the residents would still satisfy the definition because their inability to live independently constitutes a substantial limitation on their ability to "care for themselves.") *City of Plainfield*, 769 F. Supp at 1339-40. (In addition to losing their residence, which may in itself be an irreparable injury, plaintiffs would also lose the benefit of their therapeutic and supportive living environment, and may relapse. . . For a non-handicapped individual, the disintegration of a family unit is traumatic for recovering alcoholics and drug addicts, it may be devastating.)

Bruce Shoupe
November 16, 2015

preclude the opportunity of 1146 Stump Road to exist within the Township and to provide housing to handicapped persons in recovery from alcoholism and drug abuse.

A reasonable application of your zoning laws would be to recognize the residents of 1146 Stump Road as a family. It is not rational to classify the premises as something other than a single family use. In the alternative, 1146 Stump Road requests that you waive any limitation on the number of unrelated disabled persons who can reside together in a single family zone and to hold in abeyance the enforcement effort currently underway.

Finally, I am requesting that you hold in abeyance any action on notice of violation until this matter can be resolved.

I hope you find this information useful. I would like to discuss this matter with you or any other representative of Montgomery Township before the Township contemplates any further action.

I look forward to discussing ways to resolve this matter with you.

Sincerely yours,



Steven G. Polin

cc: Liberation House, LLC
Fred Wentz, Esq.

010769

01 JUN 12 AM 9:43

This is a non-taxable transfer from Husband and Wife to Husband

QUITCLAIM DEED

dated May 18, 2001

from

DOMENICK BRACCIA
KIMBERLY ANN BRACCIA

Grantors

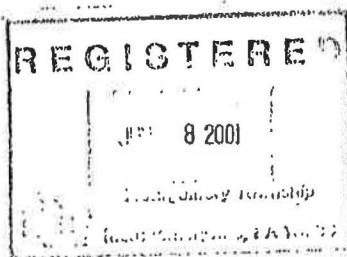
to

DOMENICK BRACCIA

Grantee

Please record and return to:

JODY T. CURCILLO, ESQ.
CURCILLO & LANGTON, P.C.
CONSTITUTION PLACE, SUITE 910
325 CHESTNUT STREET
PHILADELPHIA, PA 19106



DB5363PG0481

NOV 17 2015

QUITCLAIM DEED

THIS INDENTURE, made May 18, 2001, among **DOMENICK BRACCIA** and **KIMBERLY ANN BRACCIA**, each having an address at 1146 Stump Road, North Wales, PA 19454 (collectively hereinafter referred to as "Grantors"), and **DOMENICK BRACCIA**, having an address at 1146 Stump Road, North Wales, PA 19454 ("Grantee").

WITNESSETH, that Grantors, in consideration of One Dollars (\$1.00) lawful money of the United States of America, the receipt and sufficiency of which is hereby acknowledged, do hereby release and quitclaim unto Grantee and the heirs, executors, administrators, legal representatives, successors and assigns of Grantee forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Montgomery, the County of Montgomery and the Commonwealth of Pennsylvania, being more particularly described in Exhibit A attached hereto and made a part hereof,

TOGETHER with all right, title and interest, if any, of Grantors in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of Grantors in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto Grantee and the heirs, executors, administrators, legal representatives, successors and assigns of Grantee forever.

This deed is given without covenant, representation or warranty by Grantors, whether express or implied, and without recourse against Grantors in any possible event.

IN WITNESS WHEREOF Grantors have duly executed this deed on the date first above written.


DOMENICK BRACCIA


KIMBERLY ANN BRACCIA

This is a non taxable transfer from Husband and Wife to Husband

DB5363PG0482

Number: UA 1077

SCHEDULE A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

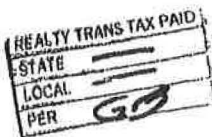
ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Hereditaments and Appurtenances, SITUATE in the Township of Montgomery, County of Montgomery and State of Pennsylvania, bounded and described according to a certain plan of survey thereof made by John E. Burkhardt and Associates, Lansdale, Pennsylvania, dated September 9, 1958, as follows, to wit:

BEGINNING at a spike on the center line of Stump Road (33 feet wide) which point is measured 4064 feet more or less Northeasterly along said center line of Stump Road from its intersection with the center line of Horsham Pike; Thence extending from said point of beginning, along the said center line of Stump Road North 40 degrees 50 minutes East 283 feet to a spike a corner of land now or late of Daniel and Mary O'Brien; Thence extending along said lands South 39 degrees 30 minutes East 277 feet to a pin; Thence extending along other lands of said William Wiseman of which this was a part the next 2 courses and distances; (1) South 40 degrees 50 minutes West 216 feet to a pin; Thence (2) North 53 degrees 27 minutes West 273.85 feet to the first mentioned point and place of beginning.

BEING the same premises which Lenora Gollon by Deed dated 2/28/93 and recorded 3/1/93 at Norristown, Pennsylvania in Deed Book 5034 page 1986, granted and conveyed unto Domenick Braccia and Kimberly Ann Braccia, his wife, in fee.

Parcel # 46-00-03601-007

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-03601-00-7 MONTGOMERY
1146 STUMP RD
BRACCIA DOMENICK & KIMBERLY ANNE
B 016 U 036 L 1101 DATE: 06/11/01



ALTA Commitment
Schedule C

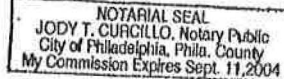
085363PG0483

COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF PHILADELPHIA)

On this 18th day of May, 2001, before me, the undersigned officer, personally appeared DOMENICK BRACCIA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, and acknowledged that he executed the same for the uses and purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public
My commission expires on

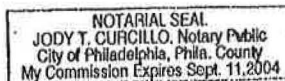


COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF PHILADELPHIA)

On this 18th day of May, 2001, before me, the undersigned officer, personally appeared KIMBERLY ANN BRACCIA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, and acknowledged that he executed the same for the uses and purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public
My commission expires on



Margaret Beckenbach

DB 5363PG0484

RESIDENTIAL LEASE AGREEMENT

THIS LEASE is by and between Kim & Dominic Braccetta ("Landlord"), and LIBERATION HOUSE, LLC ("Tenant"). The commencement date of the Lease shall be July 1, 2015.

A. LOCATION: Landlord is the owner of the house located at 1146 Stump Road, North Wales, PA 19454.

B. LEASED PREMISES: Landlord rents to Tenant 1146 Stump Road, North Wales, PA 19454, (called "the Premises"), together with the right to use the automobile parking area.

C. TERM OF LEASE: This Lease Agreement shall be for a term of one (1) year beginning the first (1st) day of July, 2015 and will terminate on the 30th day of June, 2016. Either party may terminate this Lease at the expiration of the term by giving to the other party sixty (60) days written notice of intention to do so, but in default of such notice, this Lease, with all the conditions and covenants contained in it, shall continue month to month until terminated by either parties giving to the other party ninety (90) days written notice of intention to terminate. Provided, however, that if Landlord shall have given written notice prior to the end of any term of its intention to change the conditions of this Lease and Tenant shall hold over after such notice, Tenant shall be considered a Tenant under the terms and conditions mentioned in such notice, for such further period of time as Tenant may occupy the Premises, and until this Lease is terminated by notice or otherwise as provided in this Lease.

D. RENT: Landlord shall deliver the Premises fully furnished. As consideration for the Premises, Tenant agrees to total rent for the twelve month period of \$120,000.00. Rent is payable in equal monthly payments of \$10,000.00. Landlord shall be solely responsible for water, sewer, trash removal, exterior repair and maintenance, landscaping and lawn maintenance, and driveway maintenance and repair. Tenant shall be solely responsible for provision of and payment for the following utilities and services: electric/gas, telephone and line charges, supplies and usual maintenance of the Premises (such as light bulbs, interior window cleaning, and such other repairs or maintenance which does not exceed \$200). The rent due and owing for each month shall be paid by the 1st day of each such month to:

Tenant agrees to pay the first month's rent at the signing of this Lease. A late charge of \$100.00 shall accrue for each business day past the 1st of each month that the Rent is due.

E. SECURITY DEPOSIT: Landlord has requested a security deposit in the amount of \$5,000 at the time of the signing of this lease. The security deposit shall be held by Landlord as security for the performance of all terms, covenants and conditions of the Lease, leaving the Premises clean and in the condition in which it was originally leased, except for ordinary wear and tear. Following an inspection of the Premises by Landlord, acceptance of its condition and the return of keys by Tenant, the security deposit shall be returned to Tenant. If Landlord determines that any loss, damage or injury is chargeable to Tenant, Landlord shall notify Tenant within thirty (30) days of vacation of the Premises in writing of the amount of the loss and of Landlord's intention to forfeit a portion or all of the security deposit to remedy such loss. If the actual loss exceeds the amount of the security deposit, any outstanding balance shall be the responsibility of Tenant. It is further understood and agreed that the security deposit is not to be considered as the last rent payment due under this Lease. Further, Landlord shall have the right to retain the security deposit, or a portion of it, as payment on account of uncollected rents.

F. POSSESSION: Tenant's right of possession shall be on July 1, 2015. Tenant's obligations for rent, care and control of the Premises shall not start prior to the date of Tenant acquiring possession.

G. AFFIRMATIVE COVENANTS OF TENANT

- (1) **PAYMENT OF RENT.** Tenant covenants and agrees to pay, without demand, the rent at the times and at the places set forth by Landlord.
- (2) **UTILITIES.** Tenant covenants and agrees to pay, without demand, all electric/gas, telephone and line charges, supplies and usual maintenance of the Premises.
- (3) **RULES.** Tenant covenants and agrees to comply with all rules, regulations or restrictions conveyed by Landlord to Tenant, provided said rules, regulations or restrictions were in writing and were communicated to Tenant in advance to the signing of this Lease. Thereafter, the parties may mutually agree to modify or add to the rules, regulations and restrictions.

- (4) **CLEANING, REPAIRING, ETC.** Tenant covenants and agrees to keep the interior of the premises clean and free from all ashes, dirt and other refuse matter; keep all waste and drain pipes open; keep the same in good order and repair as they are now, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Tenant or those employed by or acting for Tenant alone excepted. Tenant agrees to vacate the premises in the same condition in which Tenant received the premises, save reasonable wear and tear.
- (5) **SURRENDER OF POSSESSION.** Tenant covenants and agrees to peaceably deliver and surrender possession of the premises to Landlord at the expiration or termination of this Lease, promptly delivering to Landlord all keys for the premises.
- (6) **NOTICE OF FIRE, ETC.** Tenant covenants and agrees to give to Landlord prompt written notice of any accident, fire, or damage occurring on, about or to the premises.
- (7) **INSURANCE.** Tenant shall carry and maintain, at its expense: content or renter's insurance insuring its belongings and contents from loss due to fire or other devastation; and, interior property and liability insurance.

H. NEGATIVE-COVENANTS OF TENANT. Tenant covenants and agrees that Tenant will do none of the following things without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld and without providing Landlord with reimbursement for any expenses incurred by Tenant's proposed actions.

- (1) **USE OF PREMISES.** Occupy the premises in any other manner or for any other purpose than the intended purposes.
- (2) **ASSIGNMENT AND SUBLETTING.** Assign, mortgage or pledge this Lease, sublet or relet the premises, or any part thereof, or permit any other person, firm or corporation to occupy the premises, or any part of it, without the written prior consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed.
- (3) **MACHINERY.** Use or operate machinery that is harmful to the Premises.
- (4) **ALTERATIONS, IMPROVEMENTS.** Make any alterations, improvements, or additions to the premises without the prior written authorization of Landlord. All additions, fixtures, alterations or improvements, installed after the execution of this Lease, shall remain upon the premises at the expiration or termination of this Lease and become the property of Landlord, unless Landlord shall have given written notice to Tenant to remove the same, in which event Tenant will remove such alterations, improvements and additions and restore the premises to the same order and condition in which they are at the commencement of the Lease.
- (5) **FIRE INSURANCE.** Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the premises shall become void.

I. SUB-LETTING OR CO-TENANCY. Tenant will not sub-let the property without first obtaining the written consent of Landlord. The sub-letting of a portion of the Premises shall not relieve Tenant of the full obligation for rent.

J. LANDLORD'S RIGHT TO INSPECT THE PREMISES. At all reasonable times, upon forty-eight (48) hours advance notice to and taking into consideration the schedule of Tenant, Landlord or its duly authorized agents may go into and inspect the premises and every part of it, and/or at its option to make repairs, alterations and additions to the Premises.

K. RESPONSIBILITY OF LANDLORD.

- (1) **INSURANCE.** Landlord shall maintain overall fire insurance and liability insurance policies on the premises.
- (2) **TOTAL DESTRUCTION OF PREMISES.** In the event the premises are so totally destroyed or damaged that they cannot be restored or repaired within sixty (60) days from the date such demise occurred, this Lease shall absolutely cease and terminate on that sixtieth day.
- (3) **PARTIAL DESTRUCTION OF PREMISES.** If the damage be only partial and such that Landlord restores the premises to their former condition within sixty (60) days, or further term if agreed to by Tenant, the terms

and conditions of this Lease shall be suspended while Tenant is out of possession. If Tenant remains in possession, Landlord shall have the right to enter the premises in order to repair or restore the premises to the prior condition. If such damage or entry causes a portion of the premises to be unusable, the rent shall be apportioned or suspended during the time Landlord is in possession, taking into account the proportion of the premises rendered unusable, the impact on the use of the remainder of the premises, and the duration of Landlord's possession. If a dispute arises as to the amount of rent due under this item, Tenant agrees to pay the full amount claimed by Landlord into an escrow fund pending final resolution.

- (4) **REPAIRS BY LANDLORD.** Landlord shall make a determination as to whether any destruction was total or partial within thirty (30) days from the day Landlord receives notice that the premises have been destroyed or damaged. Landlord shall keep the premises in good condition and shall make necessary repairs after notice from Tenant of the need to make repairs or to restore the condition of the premises. If a dispute arises as to the requirement for repair or the repairs completed, Tenant agrees to pay the full amount of rent due into an escrow fund pending final resolution. For other normal maintenance and/or minor repairs for which Landlord is responsible and after receipt of reasonable notice of the date and time of desired entry, Tenant agrees to provide Landlord or any agents duly authorized by Landlord with reasonable access to the premises. Tenant shall not change any locks without the prior written permission of Landlord.
- (5) **COMPLIANCE.** Landlord shall maintain the building in compliance with federal, state, county and local zoning, building, environmental codes, laws and regulations and any other applicable federal, state, county or local code, law or regulation.

L. REMEDIES OF LANDLORD. If Tenant

- (1) Does not pay when due any and all rent, or
- (2) Violates or fails to perform or otherwise breaks any covenant or condition of this Lease; or,
- (3) Vacates the premises or removes substantially all goods or property from the premises; or,
- (4) Becomes insolvent or makes an assignment for the benefit of creditors or if a petition in bankruptcy is filed by or against Tenant; thereupon:
 - (i) This Lease shall expire and terminate with the same force and effect as if the date of expiration had passed;
 - (ii) Landlord may let the premises to any such other person(s) or entity(s) as may, in Landlord's discretion, be best.

M. MISCELLANEOUS AGREEMENTS AND CONDITIONS.

- (1) **AGENCY.** It is understood that neither party has used an agent and that neither party has had any dealings with any party, broker or agent in connection with this Lease, and each party covenants to pay, hold harmless and indemnify the other from and against any and all cost, expense or liability for compensation, commissions, or charges claimed by any broker, agent or other party.
- (2) **CONDEMNATION.** In the event that the property is taken or condemned for public or quasi-public use by any agency, this Lease shall terminate as of the date of condemnation.
- (3) **BINDING EFFECT.** This Lease shall be binding upon and shall inure to the benefit of the parties and their personal representatives and successors. No rights shall inure to the benefits of any assigns unless the parties have approved the assignment in writing, which approval shall not be unreasonably withheld.
- (4) **NOTICES.** All notices must be given by: (a) certified mail, restricted delivery; (b) overnight restricted delivery; or, (c) restricted personal delivery to:


LANDLORD	TENANT
	Liberation House, LLC
	2828 Bethel Ave
	Pennsauken, NJ 0810

- (5) **APPLICABLE LAW.** This Lease shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction shall only be found in Bucks County.
- (6) **LEASE CONTAINS ALL AGREEMENTS.** It is expressly understood and agreed by the parties that this Lease sets forth all promises, agreements, conditions and understandings between Landlord and Tenant relative to the premises and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than set forth in this document.
- (7) **MODIFICATIONS TO THIS LEASE.** No subsequent alteration, amendment, change or addition to this Lease shall be binding on the parties unless reduced to writing and signed by both parties.

WITNESSED, by the parties, who intending to be legally bound, have signed below.

LANDLORD -
By: 
[INSERT REPRESENTATIVE NAME]

Date: June _____, 2015
Witness: _____

TENANT - Liberation House, LLC
By: 
Muhammad Abdul-Hdi, Managing Member

Date: June 1, 2015
Witness: _____