

NOTICE OF PUBLIC HEARING

The Zoning Hearing Board of Plymouth Township will hold a public hearing on Monday, December 15, 2025, commencing at 7:00 p.m., in the Plymouth Township Building, 700 Belvoir Road, Plymouth Meeting, PA 19462 on the following applications:

DAVE FORTE/FORTE FENCE: On an application for Variance from Plymouth Township Zoning Ordinance No. 342, as amended, Article XIX, Section 1909.E.

The Variance requested is as follows: Install 6' high privacy fence, where 2' is allowed.

The property is located at 410 Lucetta Street in "C" Residential Zoning District.

MULLIN GENERAL SERVICES LLC: On an application for Special Exception from Plymouth Township Zoning Ordinance No. 342, as amended, Article XVIII, Section 1800.b and Variance from Plymouth Township Zoning Ordinance No. 342, as amended, Article XVIII, Section 1800.b and Article XIV, Section 1400.

The Special Exception requested is as follows: Change of a lawful nonconforming use to another nonconforming use of the same classification. The property will be used for the operation of the business known as "Dumpster Right Now" which is a business where a dumpster is left at a location for a week for trash only with no food/garbage being permitted to be discarded in the dumpster. The dumpsters are used for clean-outs, moving, decluttering, when redoing a kitchen or bathroom, etc. When the contractor/homeowner is finished using the dumpster, the dumpster is picked up and dumped at a recycling facility. The Applicant will also use the property for parking contractor vehicles that are not permitted to be parked in residential neighborhoods, and for vehicles such as backhoes, dump trucks, etc. Mobile storage units for contractors will also be located on the property so that contractor can safely and securely store their vehicles. There will be no additional impervious coverage added to the property as the existing paved area will be used.

The Variance requested is as follows: Permitted Uses, in the Limited Industrial District, to allow the requested use.

The property is located at 1819 Gallagher Road in "Limited Industrial" Zoning District...

Any citizen of Plymouth Township or interested party may attend the public hearing and have an opportunity to be heard.

**PLYMOUTH TOWNSHIP ZONING
HEARING BOARD
Joel Rowe, Zoning Officer**

dc:db
nph12-15-25.not.doc

APPLICATION/APPEAL TO THE ZONING HEARING BOARD

PLYMOUTH TOWNSHIP
700 BELVOIR ROAD
PLYMOUTH MEETING, PA 19462

DATE:

8/3/2025

- (1) Applicant/Appellant's Name and Address: Dave Forte Forte Fence
237 Summit ave Glenolden PA 19036 PHONE NO.: 610 999 8989
- (2) Owner's Name and Address: Andrew Hayman 410 Luccetta st.
Plymouth Township PHONE NO.: 484 432 2728
- (3) Lessee's Name and Address: N/A
(If Applicable)
- (4) Location of Premises: 410 Luccetta st.
- (5) Dimensions of Lot: 150' x 45' 11"
- (6) Present Zoning Classification of Premises: Residential District
- (7) The improvements thereon are: Install 6' High Privacy Fence

and the present use of the land and/or building is Residential Home

- (8) If this is an application for a SPECIAL EXCEPTION check here [] and state the specific sections of the PLYMOUTH TOWNSHIP ZONING ORDINANCE upon which the applicant relies:

- (9) If this is an appeal from a decision of the BUILDING INSPECTOR/ZONING OFFICER seeking a VARIANCE from the terms of the PLYMOUTH TOWNSHIP ZONING ORDINANCE check here ☒ and state the specific sections of the ORDINANCE as to which the VARIANCE is being sought: Section 1909.5

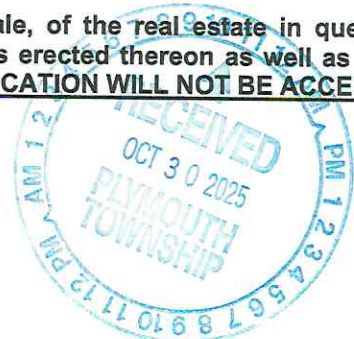
"No fence or wall in excess of 2 feet high shall be erected within the required front yard setback in any residential district."

- (10) The (SPECIAL EXCEPTION) (VARIANCE) requested is as follows:
Owner Andrew Hayman 410 Luccetta st. would like to
install 6' Tall Privacy white vinyl fence approx. 1 foot
off of side walk along Luccetta st. and Fairfield Rd.

- (11) Describe what is proposed of real estate in question: Installing 6' High
Privacy fence

- (12) There must be attached hereto a plot plan, accurately drawn to scale, of the real estate in question, indicating the location and dimensions of the tract and improvements erected thereon as well as those proposed to be erected. ALL PLANS MUST BE FOLDED OR THE APPLICATION WILL NOT BE ACCEPTED.

(OVER)



- (13) There must be paid herewith for a single-family dwelling and/or any structure appurtenant or accessory thereto a nonrefundable-filing fee of TWO HUNDRED DOLLARS (\$200.00) and for all other structures a nonrefundable filing fee of ONE THOUSAND DOLLARS (\$1,000.00). PLEASE MAKE CHECK PAYABLE TO "PLYMOUTH TOWNSHIP".

STATE OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY:

Dave Forte, being duly sworn/affirmed according to law, deposes and says that he is the applicant above named and that the facts set forth in the foregoing application/appeal and all documents or exhibits submitted therewith, are true and correct to the best of his knowledge, information and belief.

APPLICANT/APELLANT

SWORN

AFFIRMED AND SUBSCRIBED TO :
BEFORE ME THIS 30 DAY OF October, 2025

Commonwealth of Pennsylvania - Notary Seal
Leticia Colon, Notary Public
Delaware County
My commission expires March 3, 2027
Commission number 1433264

Member, Pennsylvania Association of Notaries

N/A
(OWNER'S SIGNATURE - IF APPLICABLE)

SPECIAL INSTRUCTIONS

FOR RESIDENTIAL APPLICATIONS - ORIGINAL, DIGITAL AND FIFTEEN (15) COPIES OF THE APPLICATION AND ALL SUPPORTING PAPERS, OR FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY APPLICATIONS - ORIGINAL, DIGITAL AND TWENTY-FOUR (24) COPIES OF THE APPLICATION AND ALL SUPPORTING PAPERS SHALL BE FILED WITH THE ZONING OFFICER, ZONING OFFICE, PLYMOUTH TOWNSHIP, 700 BELVOIR ROAD, PLYMOUTH MEETING, PA 19462. ONLY THE ORIGINAL APPLICATION/APEAL NEED BE VERIFIED BY AFFIDAVIT.

IMPORTANT NOTICE

YOUR APPLICATION WILL BE SCHEDULED FOR A HEARING AT THE NEXT REGULARLY SCHEDULED MEETING OF THE PLYMOUTH TOWNSHIP ZONING HEARING BOARD. YOU MUST BE PREPARED TO PRESENT YOUR ENTIRE CASE AT THIS MEETING. ANY APPLICATION FOR CONTINUANCE OF THE HEARING MUST BE IN WRITING, AND YOU MUST GIVE THE REASONS FOR THE REQUEST. THE APPLICATION FOR CONTINUANCE MUST BE RECEIVED BY THE ZONING OFFICER NO LATER THAN 3:00 P.M. ON THE THURSDAY BEFORE THE ZONING HEARING. NO APPLICATIONS FOR CONTINUANCE WILL BE ACCEPTED AFTER THAT DEADLINE UNLESS THE APPLICANT APPEARS BEFORE THE ZONING HEARING BOARD TO APPLY FOR A CONTINUANCE. MORE THAN ONE REQUEST FOR A CONTINUANCE ON ANY APPLICATION MUST BE MADE IN PERSON, AND SUCH REQUESTS WILL NOT NORMALLY BE GRANTED UNLESS THERE ARE SPECIAL CIRCUMSTANCES.

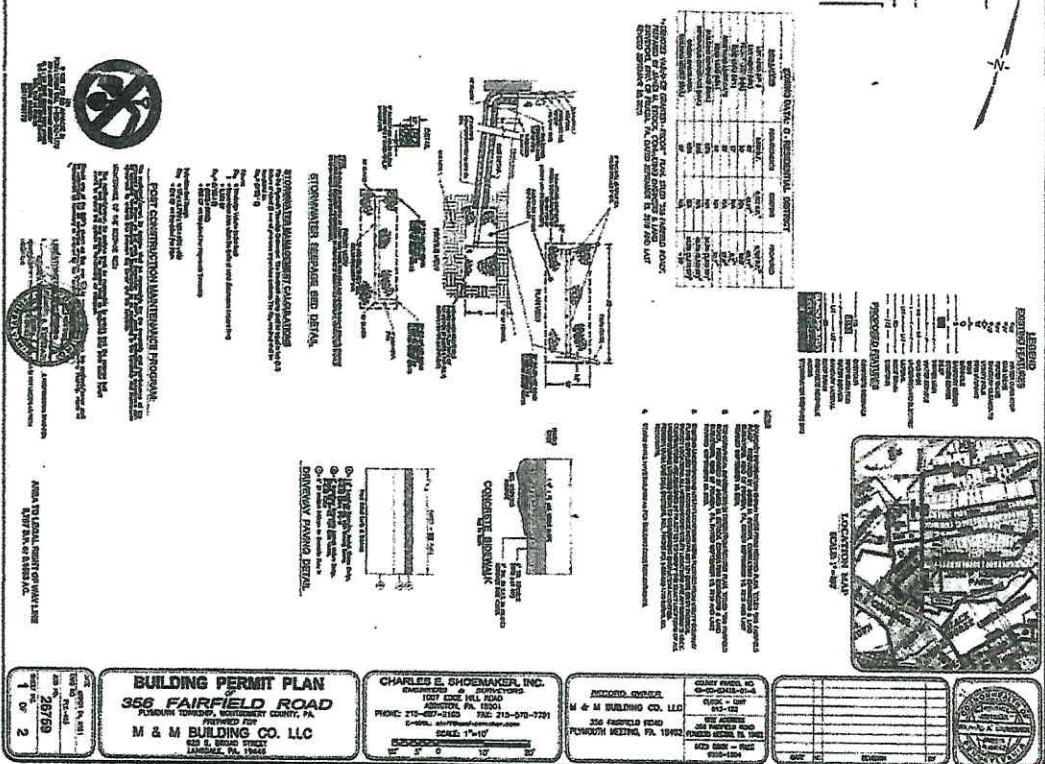
DO NOT WRITE BELOW THIS LINE

CERTIFICATION OF ADVERTISEMENT

The above application/appeal was advertised in _____
On the following dates: _____ (Newspaper)

DATE POSTED ON PREMISES

ZONING OFFICER



RECEIVED
MAY 23 2002
FBI - NEW YORK

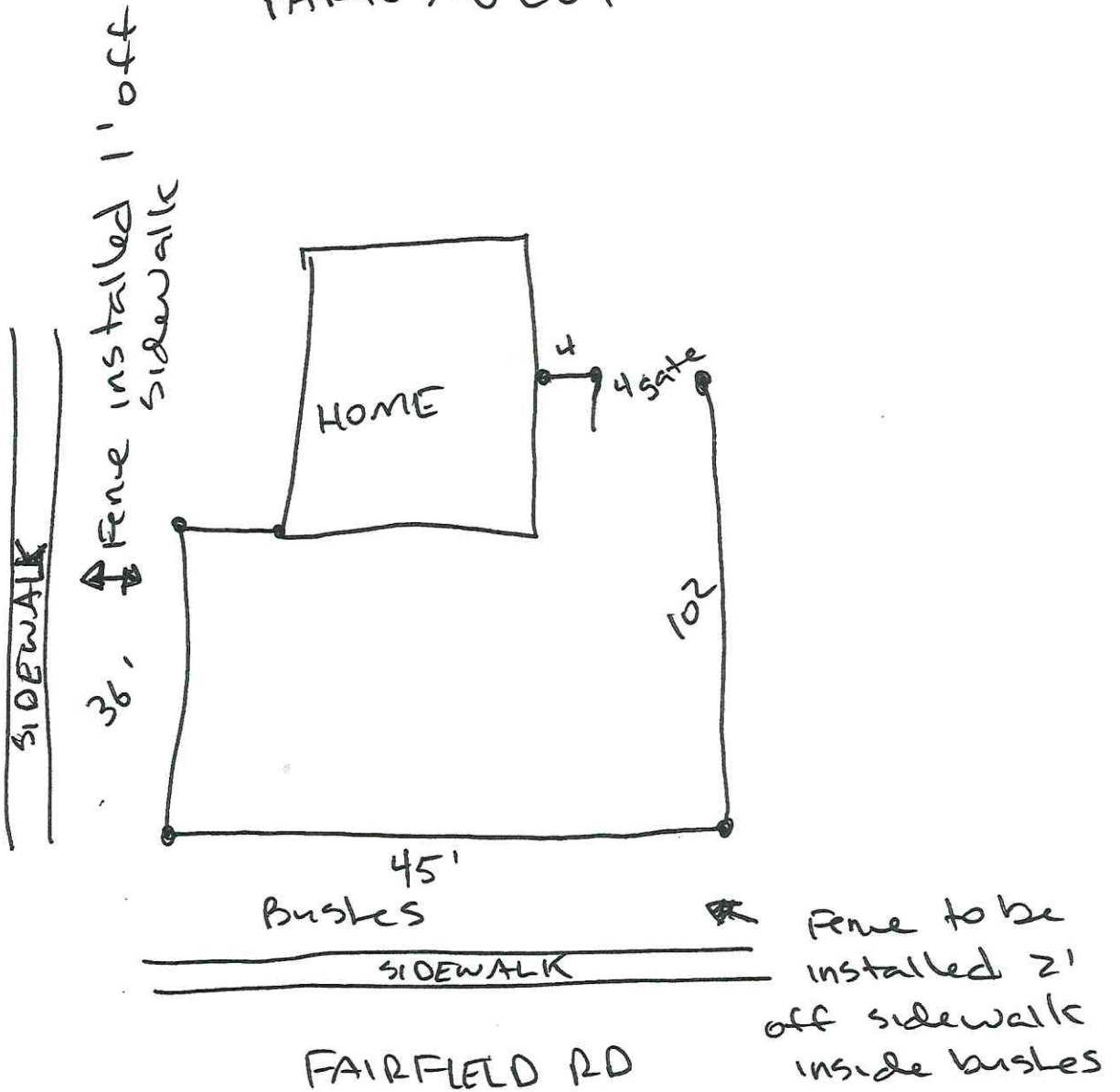
2000

[illegible]

ANDREW HAYMAN
410 LUCETTA ST

PARKING LOT

LUCETTA ST



APPLICATION/APPEAL TO THE ZONING HEARING BOARD

**PLYMOUTH TOWNSHIP
700 BELVOIR ROAD
PLYMOUTH MEETING, PA 19462**

DATE: _____

- (1) **Applicant/Appellant's Name and Address:** Mullin General Services, LLC
1900 Springer Road, Harleysville, PA 19438 **PHONE NO.:** 610-454-8860
- (2) **Owner's Name and Address:** Barry A. Fessler and Margaret C. Fessler
105 N. 7th Street, Carolina Beach, NC 28428 **PHONE NO.:** _____
- (3) **Lessee's Name and Address:** N/A
(If Applicable)
- (4) **Location of Premises:** 1819 Gallagher Road, Plymouth Township, Montgomery County, PA
- (5) **Dimensions of Lot:** 248 ft irregular; 248 ft; 48.5 ft; 233.73 ft; 105.46 ft
- (6) **Present Zoning Classification of Premises:** Limited Industrial
- (7) **The improvements thereon are:** 732 sf office building and chain link fence

and the present use of the land and/or building is vacant; previously used as a school bus parking site

- (8) If this is an application for a **SPECIAL EXCEPTION** check here ☒ and state the specific sections of the PLYMOUTH TOWNSHIP ZONING ORDINANCE upon which the applicant relies:

See attached

- (9) If this is an appeal from a decision of the BUILDING INSPECTOR/ZONING OFFICER seeking a VARIANCE from the terms of the PLYMOUTH TOWNSHIP ZONING ORDINANCE check here ☐ and state the specific sections of the ORDINANCE as to which the VARIANCE is being sought:

See attached

- (10) The (SPECIAL EXCEPTION) (VARIANCE) requested is as follows: See attached

- (11) Describe what is proposed of real estate in question: See attached

- (12) There must be attached hereto a plot plan, accurately drawn to scale, of the real estate in question, indicating the location and dimensions of the tract and improvements erected thereon as well as those proposed to be erected. **ALL PLANS MUST BE FOLDED OR THE APPLICATION WILL NOT BE ACCEPTED.**

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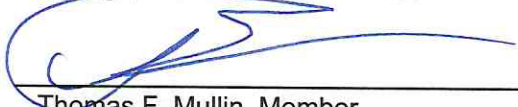


- (13) There must be paid herewith for a single-family dwelling and/or any structure appurtenant or accessory thereto a nonrefundable-filing fee of TWO HUNDRED DOLLARS (\$200.00) and for all other structures a nonrefundable filing fee of ONE THOUSAND DOLLARS (\$1,000.00). PLEASE MAKE CHECK PAYABLE TO "PLYMOUTH TOWNSHIP".

STATE OF PENNSYLVANIA:
SS
COUNTY OF MONTGOMERY:

Thomas F. Mullin _____, being duly sworn/affirmed according to law, deposes and says that he is the applicant above named and that the facts set forth in the foregoing application/appeal and all documents or exhibits submitted therewith, are true and correct to the best of his knowledge, information and belief.

APPLICANT/APELLANT


Thomas F. Mullin, Member

SWORN :
AFFIRMED AND SUBSCRIBED TO :
BEFORE ME THIS 7th DAY OF Nov 2025

Commonwealth of Pennsylvania - Notary Seal
Janet G. Ulmer, Notary Public
Montgomery County
My commission expires March 24, 2029
Commission number 1214638
Member, Pennsylvania Association of Notaries

(OWNER'S SIGNATURE - IF APPLICABLE)

SPECIAL INSTRUCTIONS

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DO NOT WRITE BELOW THIS LINE

CERTIFICATION OF ADVERTISEMENT

The above application/appeal was advertised in _____
On the following dates: _____ (Newspaper)

DATE POSTED ON PREMISES

ZONING OFFICER

APPLICANT: THOMAS F. MULLIN

LOCATION OF PREMISES: 1819 GALLAGHER ROAD, PLYMOUTH TOWNSHIP

8., 9., 10., & 11.

The Applicant is requesting a **special exception pursuant to Section 1800b**, a change of a lawful nonconforming use to another nonconforming use of the same classification. The property was formerly used as a bus depot. The property will be used for the operation of the business known has "Dumpster Right Now" which is a business where a dumpster is left at a location for a week for trash only with no food/garbage being permitted to be discarded in the dumpster. The dumpsters are used for clean-outs, moving, decluttering, when redoing a kitchen or bathroom. etc. When the contractor/homeowner is finished using the dumpster, the dumpster is picked up and dumped at a recycling facility. The Applicant will also use the property for parking of contractor vehicles that are not permitted to be parked in residential neighborhoods, and for vehicles such as a backhoes, dump trucks, etc. Mobile storage units for contractors will also be located on the property so that contractors can safely and securely store their materials, in addition to their vehicles. There will be no additional impervious coverage added to the property as the existing paved area will be used.

In the alternative **the Applicant requests a variance from Section 1800.b or Section 1400, Permitted uses**, in the Limited Industrial District, to allow the requested use.

AGREEMENT

THIS AGREEMENT made this ^{10/22/2025} day of October, 2025 entered into by and between BARRY A. FESSLER AND MARGARET C. FESSLER, hereinafter referred to as "Seller", AND MULLIN GENERAL SERVICES, LLC, or his nominee, hereinafter referred to as "Buyer".

WITNESSETH:

The parties hereto, in consideration of the mutual covenants and promises contained herein, intending to be legally bound hereby, agree upon the sale by Seller to Buyer of the following Property: All that certain lot or tract of ground known as 1819 Gallagher Road, located in the Township of Plymouth, County of Montgomery, and being Tax Parcel Number 49-0003886-00-7 together with the building and improvements located hereon (the "Property").

1. **PURCHASE PRICE** — The Purchase Price shall be [REDACTED] Dollars [REDACTED] (the "Purchase Price").

2. **PAYMENT OF PURCHASE PRICE** —

a. [REDACTED] shall be paid upon execution of this Agreement to be held in escrow by Security Abstract of PA, Inc. (the "Deposit") and paid to Seller at Settlement.

b. At Settlement the Buyer shall pay to Seller the balance of the Purchase Price.

3. **SETTLEMENT** — Settlement shall be held on or before thirty (30) days following expiration of the Initial Due Diligence Period (or the Extended Due Diligence if Buyer elects to extend the Due Diligence Period as set for the herein). Such Settlement shall be accomplished between the hours of 10 a.m. and 3 p.m. in the office of the title company insuring Buyer's title, and possession of the Property conveyed shall be delivered to Buyer at that time free of all leases or other occupancy.

4. **TITLE** — Title shall be free and clear of all liens and encumbrances, and shall be good and marketable and such as will be insured by any reputable title insurance company of Buyer's selection at regular premiums. In the event that there are title objections which the Seller cannot clear within thirty (30) days after notification of same by the Buyer to Seller, the Buyer shall have an option for a like period of time to clear such objections. If neither party can clear the title then, unless Buyer shall elect to accept the title that Seller is able to convey without abatement of the Purchase Price, either party may elect to terminate this Agreement. However, should any objection to the title consist of an unpaid lien of a defined or definable amount which the Seller should have discharged, the Buyer may deduct the amount thereof with the cost of discharge from the Purchase Price to be paid at Settlement. Seller warrants that Seller is the only holder of legal title to the Property, and that there are no holders of an equitable interest or title to the Property, that the Seller is under no restriction which would prohibit or prevent its conveyance of title as herein required, that all persons beneficially interested in Seller or the Property have consented to the execution of this Agreement, and that it will do nothing or suffer anything which would impair or hinder its ability so to convey.

5. **DEED** — At Settlement Seller shall deliver a duly executed recordable special warranty Deed (the "Deed"), sufficient to vest in the Buyer or Buyer's nominee fee simple good and marketable title to Property as hereinabove set forth including any and all interest of the Seller in the beds of roads abutting the subject Property. At Settlement Seller shall deliver Seller's affidavit required by the title company, any other documentation reasonably required by the title company to complete the Settlement. All state and local real estate transfer taxes shall be borne equally by the parties, provided, however, that Buyer shall bear all state and local real estate transfer taxes attributable to any assignment of this Agreement to Buyer's nominee.

6. **POSSESSION** — Seller shall deliver possession of the Property to Buyer at Settlement free of all leases or other occupancies in a broom clean condition and free of tires, drums and debris.

7. **ADJUSTMENTS** — Water and sewer charges, and rents, if any, shall be adjusted and apportioned as of Settlement. Real estate taxes shall be apportioned on the basis of the fiscal year for which assessed. Apportionment of real estate taxes shall be on the basis of the assessed value of the subject Property used by the Board of Assessment in the year of Settlement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written,

SELLER:

DocuSigned by:

Barry A Fessler 10/22/2025

E20C797CEDE142E

BARRY A. FESSLER

Date: 10/22/2025

Margaret C Fessler
MARGARET C. FESSLER

Date: 10/22/25

BUYER:

MULLIN GENERAL SERVICES, LLC

Signed by:

[Signature]

D5F7D7B1302D4F5

THOMAS F. MULLIN, Member

Date: 10/22/2025

