



DIRECT DIAL NUMBER:  
(215) 575-7353

Neil Sklaroff  
nsklaroff@dilworthlaw.com

October 14, 2022

***VIA ELECTRONIC MAIL***

Committee on Historic Designation  
Philadelphia Historical Commission  
c/o Jonathan Farnham, PhD  
1515 Arch Street, 13th Floor  
Philadelphia, Pa 19102

Re: 4841 Germantown Avenue, Philadelphia

Dear Members of the Committee on Historic Designation:

On October 19, 2022, the Committee on Historic Designation will consider the nomination of the property at 4841 Germantown Avenue to the Philadelphia Register of historic Places. Venture Philly LLC, owner of the property, opposes the nomination and urges the CHD to send a negative recommendation to the Historical Commission.

As the Members well know, the decision to include a property on the Register is discretionary. Regulation 6.9.a.10 provides, in pertinent part, the following:

The Commission, its committees, and staff may consider development plans in place at the time of the issuance of the notice announcing the consideration of a designation including, but not limited to executed contracts, substantial design development, or other evidence of a material commitment to development in the review of applications.

Venture Philly invested a great deal of time, thought, collaboration and financial resources into redeveloping the property. On June 29, 2022, the Department of Licenses & Inspections issued Permit Number ZP-2022-006833, which permitted construction of a multi-family residential building. We attach copies of the Zoning Permit and zoning site plans. Listing the property on the Register will frustrate those efforts and accrue to no one's benefit.

The Committee should already be in receipt of the report of George Thomas, PhD, assessing the lack of the Nomination's merit. Further argument will be made at the Committee meeting.

Respectfully submitted,

*/s/ Neil Sklaroff*

Neil Sklaroff

Enclosures

cc: Meredith Ferleger, Esquire

# Zoning Permit

Permit Number ZP-2022-006833

## LOCATION OF WORK

4841 GERMANTOWN AVE, Philadelphia, PA 19144-3014

## PERMIT FEE

\$672.00

## DATE ISSUED

6/29/2022

## ZBA CALENDAR

## ZBA DECISION DATE

## ZONING DISTRICTS

CMX2.5

## PERMIT HOLDER

VENTURE PHILLY LLC

939 TOWNSHIP LINE RD ELKINS PARK PA 19027

## OWNER CONTACT 1

Yosef Avraham

2129 E Anne Street

## OWNER CONTACT 2

## TYPE OF WORK

New construction, addition, GFA change

## APPROVED DEVELOPMENT

FOR THE ERECTION OF AN ATTACHED STRUCTURE WITH ROOF DECKS ACCESSED BY PILOTHOUSES, SIZE AND LOCATION AS SHOWN ON THE PLANS.

## APPROVED USE(S)

Residential - Household Living - Multi-Family

THIS PERMIT IS SUBJECT TO THE FOLLOWING PROVISIO(S) AS ESTABLISHED BY THE ZONING BOARD OF ADJUSTMENT (ZBA)



## CONDITIONS AND LIMITATIONS:

- Permits, including Zoning Permits **not** involving development, shall expire if the authorized work or Use is not commenced within, or if work is suspended or abandoned for period of, **six (6) months from the date of issuance** with the following exceptions:
  - **30-days or 10-days** for Permits related to Unsafe or Imminently Dangerous properties respectively.
  - **3-years** from issuance or date of decision by ZBA for Zoning Permits involving development.
  - **60-days** for Plumbing, Electrical or Fire Suppression Rough-In Approvals.
  - Any Permit issued for construction or demolition is valid for no more than **five (5) years**.
- All provisions of the Philadelphia Code must be complied with, whether specified herein or not. This permit does NOT constitute approval of any Violation of such Code.
- The issuance of this CO/permit does not affirm that the subject property is federally compliant with the Americans with Disabilities Act. Owner remains responsible for ensuring property complies with all local, state and federal requirements.

# Zoning Permit

Permit Number ZP-2022-006833

## ADDITIONAL LOCATION(S)

See front side for primary parcel associated with this permit

## PARCEL

4841 GERMANTOWN AVE, Philadelphia, 19144-3014

## ADDITIONAL USE DETAILS

See front side for specific use(s) associated with this permit

EIGHT DWELLING UNITS, SEPARATE PERMIT REQUIRED FOR THE VACANT COMMERCIAL SPACE ON THE GROUND FLOOR.

This permit is subject to the following specific conditions.

## CONDITIONS

This Zoning Permit (ZP) shall expire if construction or operation pursuant to the permit or approval has not begun within three years after the date the permit or approval was granted.

Changes of use shall be valid for a period of six months unless an application for a Certificate of Occupancy is submitted for that use within such period.

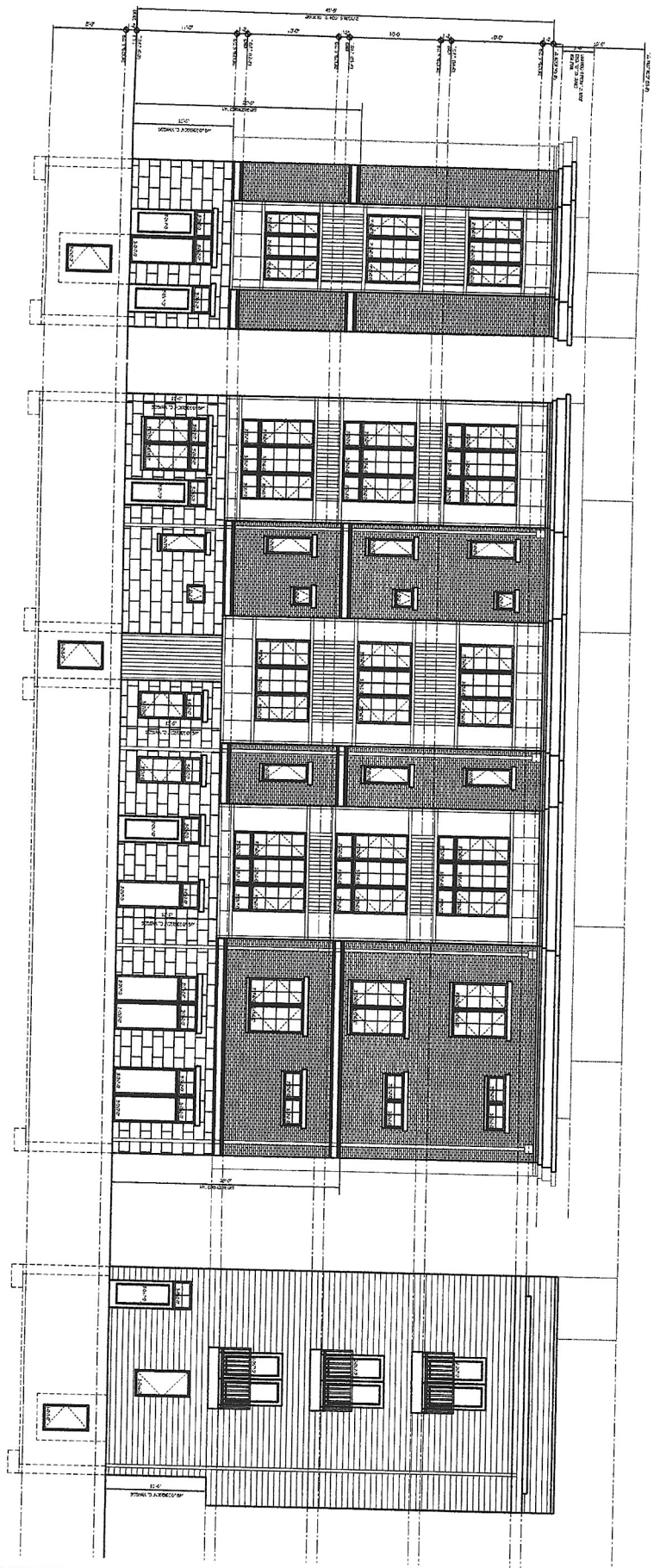
See § 14-303 of the Philadelphia Zoning Code for more information.



**Tax Exemption(Abatement):** Information and applications for Real Estate Tax Abatement for new construction and improvements available from the Office of Property Assessment [www.phila.gov/opa](http://www.phila.gov/opa), 215-686-4334, 601 Walnut St., 300W, Phila, PA 19106. Applications for new construction and commercial improvements due within 60 days of permit issuance. Residential rehab and builder/developer applications due by Dec 31 of year of permit issuance.







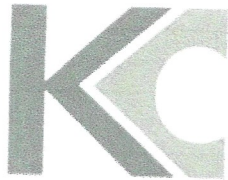
246 = 115

3/6 = 1/2

3/26/14

**KC**  
**DESIGN ASSOCIATES**  
4325 TULIP STREET  
PHILADELPHIA, PA 19135  
(610) 215-8338-8235 (e) kcdesign77@gmail.com





## DESIGN ASSOCIATES

82 Woodlake Drive Marlton NJ 08053

tel. (215) 833-9256

email: [logan.dry@kcadesignassociates.com](mailto:logan.dry@kcadesignassociates.com)

[www.kcadesignassociates.com](http://www.kcadesignassociates.com)

January 18, 2022

Attn: Yossi Levy

Via email: [yossilevy@gmail.com](mailto:yossilevy@gmail.com)

Re: Proposal for Professional Architectural/Structural Engineering Services  
4841 Germantown Ave., Philadelphia, PA  
Schematic Design, Zoning & **Construction Documents (separate proposal)**

Dear Yossi:

KCA Design Associates (KCA) is pleased to provide you with the following proposal for Professional Services for the above referenced properties. The proposal is for the Schematic Design and Construction Documents required for submittal to acquire building permits. The fees are based on the estimated amount of time required for each phase of the project with a lump sum fee for all phases. The amount of time anticipated is based on costs for projects of a similar nature. This proposal consists of a "scope of services description" and associated fees.

Thank you for the opportunity of submitting this proposal. If this proposal meets with your approval, please sign and return one complete copy to our office. Should there be any specific questions regarding this proposal, please feel free to call me directly.

Sincerely,  
KCA Design Associates

Logan Dry, B.A. Architecture  
Project Coordinator  
KCA Design Associates

**A. Project Description**

Professional services and documentation required to design (1) new (3-4) story mixed use multi-family (6-8 units) building with cellar, pilot house & roof deck at: 4841 Germantown Ave, Philadelphia, PA. The design will be developed and approved by the Client during the Schematic Design phase. After the layout is finalized construction documents would be prepared based on the accepted layout.

**B. Services Included in Proposal**

1. Schematic Design /Zoning (see detail description of Schematic Design Phase services below)
2. Construction Documents (see detail description of Construction Document Phase services below) SEPARATE PROPOSAL
3. Expediting/procurement of building permit (see detail description of Expediting/procurement Phase services below) SEPARATE PROPOSAL

**C. Exclusions (Work Not Included in Proposal)**

1. Existing site survey (lot lines)
2. Civil engineering, site work documentation and site plan approval submission(s) if required
3. Landscape design and documentation
4. Site lighting design and documentation
5. Mechanical, Electrical and Plumbing Engineering services
6. Geotechnical investigations and preparation of a geotechnical report
7. Legal representation
8. Interior design/interior decorating services
9. PWD utility plan
10. Demolition services/permitting submissions
11. Special inspections field services
12. Construction cost estimates and evaluation of bids for work
13. Construction administration services, observations, or inspections
14. Site visits during construction

## B.1

### Schematic Design Phase

- .1 Review the Zoning Ordinance, *Ninth Edition of the Philadelphia Code* and *International Building Code, 2018 (Code of Philadelphia)* regulating the design of the building.
- .2 Prepare schematic floor plans and schematic building elevations.
- .3 Issue to Client for design review.
- .4 Revise the schematic building plans and elevations for the building additions based on any comments received from Client.
- .5 Prepare design and approval forms as required by City of Philadelphia
- .6 Prepare final design drawings:

Based on finalized information and drawings developed in items 1-4 above, prepare the final schematic design drawings. These drawings may be utilized for the development of construction drawings. No further revisions to the drawings are included in this proposal after the final design drawings are completed. Additional revisions will be separately billed as "additional services," on an hourly basis, in accordance with the fee schedule below. The drawing list is as follows:

- A-1 Proposed Floor Plans
- A-2 Proposed Building Elevations

Client shall advise Architect whether submission of zoning permit application will be made prior to submission for the building permit. Otherwise, zoning and building permit application will be made simultaneously and Client understands that issuance of the building permit is contingent on receipt of zoning permit and issuance may be impacted by applicable zoning requirements. Architect is not responsible for any such delays or damages resulting from such delays.

Estimated Timeframe: (3) week from receipt of retainer

## B.2

### Construction Document Phase

- .1 Develop the construction drawings for the project. Construction documents are based on approved design drawings and any further slight adjustments in the scope or quality of the project. The construction documents consist of drawings required for the construction of the project (excluding any drawings required by other professionals). The scale of the drawings will be determined by the Architect as required to properly convey the information required.

Anticipated Architectural drawing list: (Subject to change)

- CS-1 Cover Sheet (Code Review / Site-Zoning Plan)
- A1-1 Foundation and Floor Plans
- A2-1 Building Elevations and Sections
- A3-1 Schedules, Notes and Details
- Structural Sheets & Details

Provide Client signed & sealed (stamped) documentation to obtain necessary permits.

Estimated Timeframe: (4) weeks from completion of schematic design phase or from date of Zoning Approval if necessary.

**B.3 Expediting and Procurement of Building Permit Phase**

We will assist the Client in the permit process by submitting the appropriate plans to the local building authorities and planning commission board. We will also obtain plan check approval.

Estimated Timeframe (\*\*): (4) weeks from Client's authorization to submit building documentation for permit.

**(\*) All relevant agency fees will be the responsibility of the Client, and shall be paid in advance, of submission of plans or pickup of permits via Client's check, certified check, or money order made out to: THE CITY OF PHILADELPHIA. Digital Eclipse submissions will require a credit or debit card.**

**(\*\*) Anticipated permit times, from date of submission to receipt of permit are subject to L&I workload, volume & project complexity. 4 weeks is a conservative estimate w/ an accelerated project. Architect is not responsible for any delays to the estimated timeframe resulting from the City's time required to review permit applications.**

**C. SCHEDULE**

KCA Design Associates will begin the services described above upon receipt of a signed proposal and any retainer payment required under this agreement. We anticipate completion within (6-8) weeks contingent on timely Client reviews and approvals.

**D. TOTAL PROJECT COMPENSATION**

**WORK INCLUDED IN PROPOSAL**

B.1	Schematic Design / Zoning Phase	: \$10,000.00
B.2	Construction Document Phase	: tbd
B.3	Expediting and Procurement of Building Permit Phase	: tbd
<b>TOTAL FEE</b>		<b>: TBD based on design/unit count</b>

**E. ADDITIONAL SERVICES HOURLY RATES**

KCA will perform any additional services, including those explicitly excluded above, for the Client at the following hourly rates:

Principal	\$150
Project Manager	\$100
Administration	\$75



The pricing of this Agreement will be in effect for (12) months from signing. Pricing for services beyond (12) months are subject to change and/or a new agreement.

**F. SCHEDULE OF PAYMENT**

\$6,000.00 retainer  
\$4,000.00 after acquisition of Zoning approval  
\$ TBD progress  
\$ TBD progress  
\$ TBD after the completion of the construction documentation (**prior to permit submission**)  
T.B.D. Reimbursable & Permit expenses after obtaining permit

Invoices are due upon receipt and are considered past due thirty days after receipt. The invoices will reflect services completed and reimbursable expenses incurred to date. Past due accounts will force us to suspend services until the account is made current, without liability to Architect. Plans and specifications will not be released for pricing, permit or construction if there is a past due balance. Amounts unpaid ninety days after receipt of invoice shall bear interest at eighteen percent (18%) per annum. The Client shall pay the Architect for all expenses, including reasonable attorney's fees and staff time expended or incurred in collecting any payment of past due accounts.

**G. REIMBURSABLE EXPENSES**

Reimbursable expenses are not included as part of this agreement. Reimbursable expenses will be invoiced separate from the professional services fees. Reimbursable expenses include, but are not limited to, printing, copies, mounting boards, reproduction costs, scanning, CD burning, photo film and finishing, mileage at IRS annual permitted rate, travel meals, code books, research material (books, maps, other), postage, parking fees, tolls, other misc. costs. Reimbursable expenses will be billed at actual cost x 1.10 (+10%).

**H. TERMS OF AGREEMENT**

**Standard of Care:** Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect makes no representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

The Architect shall be responsible for the Architect's negligent acts or omission and those of consultants retained by the Architect but the Architect shall not have control over or charge of and shall not be responsible for the acts or omissions of the Client, Owner and/or Builder/Contractor, subcontractors, consultants or their agents or employees, or of any other persons or entities performing portions of the Work.

**Hidden Conditions:** In the event that the services provided by the Architect are for renovations and/or addition to an existing structure, then certain assumptions are required

regarding hidden existing conditions which otherwise cannot be verified without expending great sums of money and/or destroying portions of the building. Therefore, the Architect shall not be responsible for damages or additional costs which arise out of hidden conditions. Further, The Architect will not be responsible for the Client's inability to construct the project due to site conditions unknown to Architect or due to zoning restrictions. Unless otherwise specifically provided in this Agreement, the Architect and the Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

**Use of Architect's Instruments of Service:** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service to be used solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyright. Upon execution of Agreement, the Architect grants to the Client a non-exclusive license to reproduce the Architect's Instruments of Service solely for the purposes of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to any other party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Architect and the Architect's consultants, and the Client shall defend and indemnify Architect against any claim and damages arising from such unauthorized use.

**Photographic or Artistic Representations:** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Client agrees to make the project reasonably available to Architect to obtain such representations.

**Governing Law:** This Agreement shall be governed by the Law of the State of New Jersey. Any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey, Burlington County.

**Causes of Action and Applicable Statutes:** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations and/or statutes of repose shall commence to run not later than either the date of substantial completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after substantial completion. In no event shall such statutes commence to run any later than the date when the Architect's services are substantially completed.

**Limitation of Liability:** In recognition of the risks, rewards and benefits of the Project, Client and Architect agree that, to the fullest extent permitted by law, the total liability, in the aggregate, of the Architect, its consultants and their agents, servants and/or employees, for all injuries claimed, including damages to the Project itself (losses, expenses or claims whatsoever related to services provided by the Architect or its



consultants under this Agreement, including but not limited to negligence, errors or omissions, strict liability, breach of contract or any claim whatsoever) shall not exceed the lesser amount of either five times the fees paid or due the Architect under this Agreement, or the total amount of any available professional liability insurance for the Architect at the time that the claim is resolved either by settlement, arbitration award, or final judgment.

**Waiver of Subrogation:** To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Architect and Client each waive any right to recover against the other for claims for damages arising during or after construction, to the extent such damages and claims are insured against, or required to be insured against, by Architect and Client under this Agreement.

**Waiver of Consequential Damages:** Client and Architect agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, including but not limited to the Client's loss of use of the property, any rental expenses incurred, loss of income, profit or financing related to the property, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of any profits not related to the work under this Agreement, loss of reputation, or insolvency.

**Third-parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Architect.

The Architect shall be responsible for the Architect's negligent acts or omission and those of consultants retained by the Architect but the Architect shall not have control over or charge of and shall not be responsible for the acts or omissions of the Client, Owner and/or Builder/Contractor, subcontractors, consultants or their agents or employees, or of any other persons or entities performing portions of the Work.

**Assignment of Contract:** The Client and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor the Architect shall assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Client's rights and obligations under this Agreement, including full payment of all sums due for services rendered. The Architect shall only execute consents reasonably required to facilitate such assignment.

**Termination:** This agreement may be terminated by either party upon not less than seven (7) days notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

**Entire Agreement:** This Agreement represents the entire and integrated agreement between the Client and the Architect and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and the Architect.

If this proposal is acceptable, simply sign and return a copy as authorization to proceed.

Thank you in advance for the opportunity.

SIGNED:



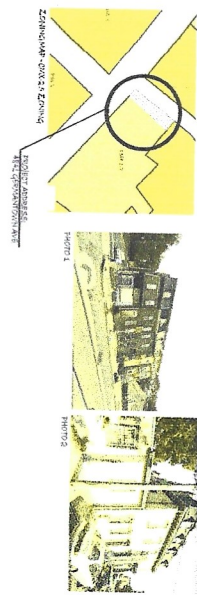
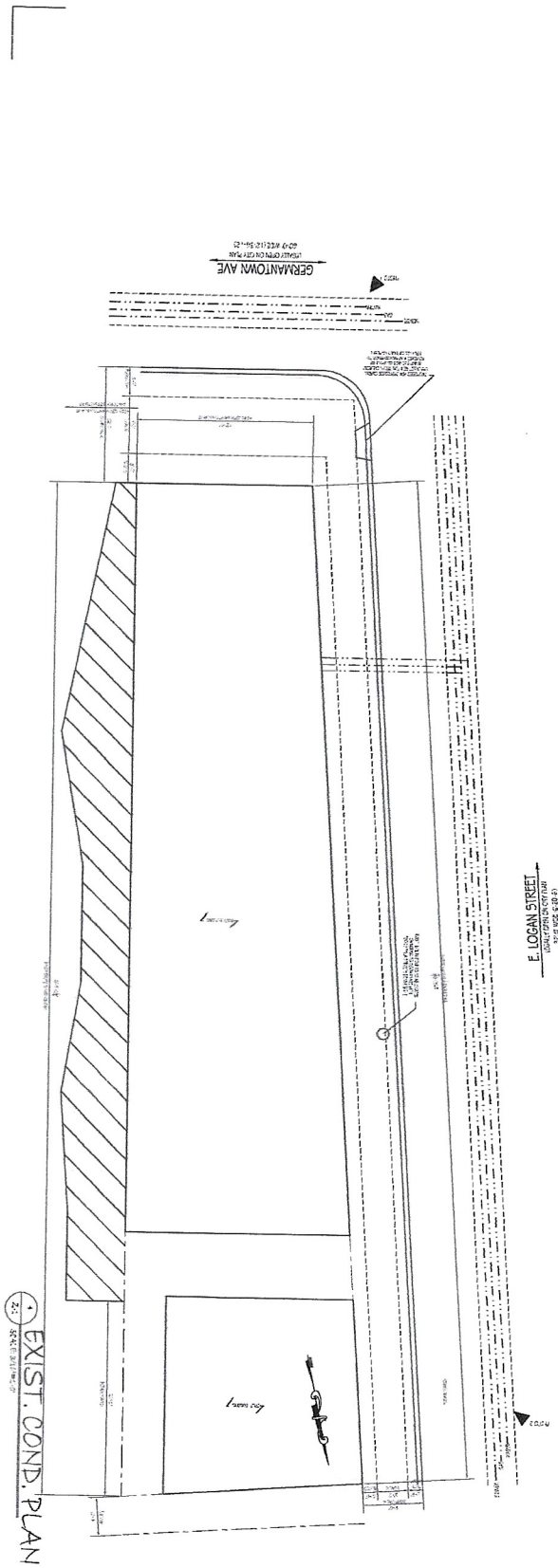
Logan Dry, B.A. Architecture  
Project Coordinator  
KCA Design Associates

APPROVAL:

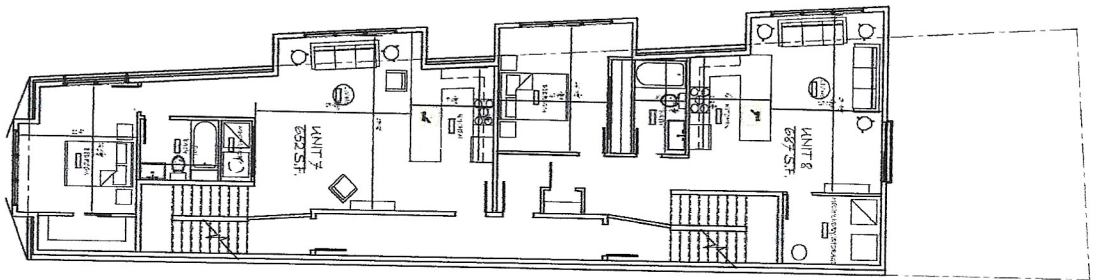
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Upon execution of this agreement, **an initial retainer payment of \$6,000.00** is to be paid to **KCA Design Associates, LLC** and will be credited to the final invoice.

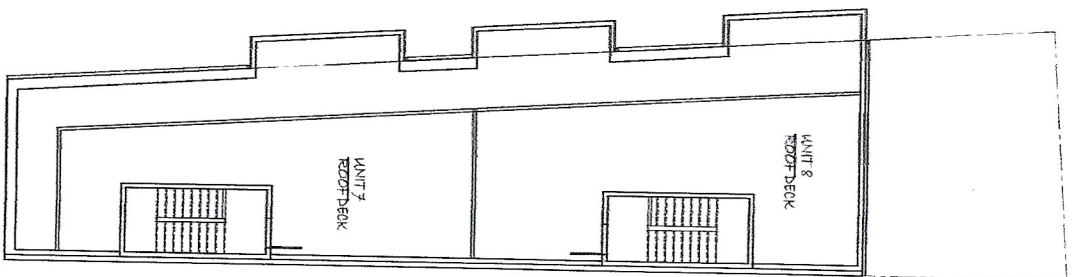


<p>EX-1</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 2/2/2020</p> <p>SCALE: AS NOTED</p> <p>TITLE: EXIST. COND. PLAN</p>	<p>REVISIONS:</p>	<p>PROJECT</p> <p>PROPOSED MIXED USE BUILDING</p> <p>4841 GERMANTOWN AVE</p> <p>PHILADELPHIA, PENNSYLVANIA</p>	<p>DMC TITLE</p> <p>EXISTING CONDITIONS PLANS</p>	<p>Nicholas Alan Coulter, ALL RIGHTS RESERVED</p> <p>Philadelphia, PA 19131</p>	<p>DESIGN ASSOCIATES</p> <p>PHILADELPHIA, PA 19131</p>
	<p>GERMANTOWN AVE</p>	<p>EXIST. BUILDING</p>	<p>PROPOSED BUILDING</p>	<p>PHILADELPHIA, PA 19131</p>	<p>PHILADELPHIA, PA 19131</p>	<p>PHILADELPHIA, PA 19131</p>




FOURTH FLOOR PLAN

3/10/18

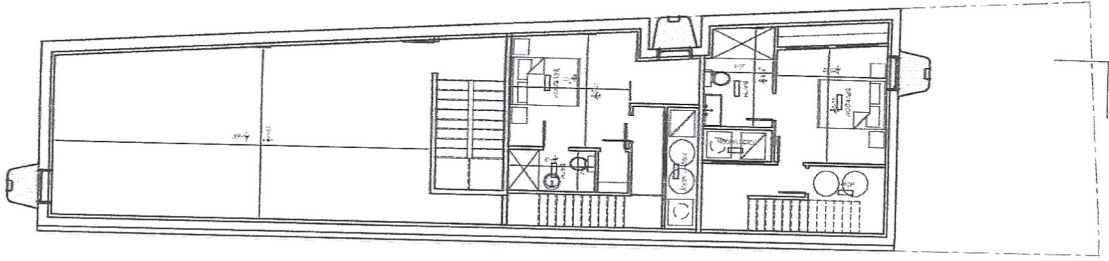


ROOF DECK PLAN

3/10/18

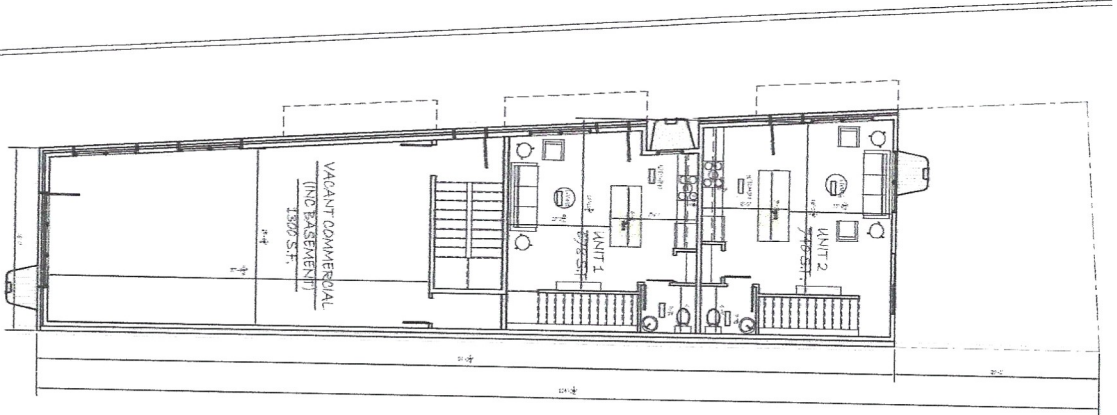
 <p>DESIGN ASSOCIATES</p>		<p>PROJECT</p> <p>PROPOSED MIXED USE BUILDING 4841 GERMANTOWN AVE PHILADELPHIA, PENNSYLVANIA</p> <p>DATE: 10/11/18</p>	<p>REVISIONS</p> <table><tr><td>DESIGNED BY: TD</td></tr><tr><td>DRAWN BY: HS</td></tr><tr><td>CHECKED BY: HS</td></tr><tr><td>SCALE: AS SHOWN</td></tr><tr><td>DATE: 10/11/18</td></tr><tr><td>PROJECT: G-1000</td></tr><tr><td>FILE: G-1000</td></tr></table>	DESIGNED BY: TD	DRAWN BY: HS	CHECKED BY: HS	SCALE: AS SHOWN	DATE: 10/11/18	PROJECT: G-1000	FILE: G-1000	<p>SKCB</p>
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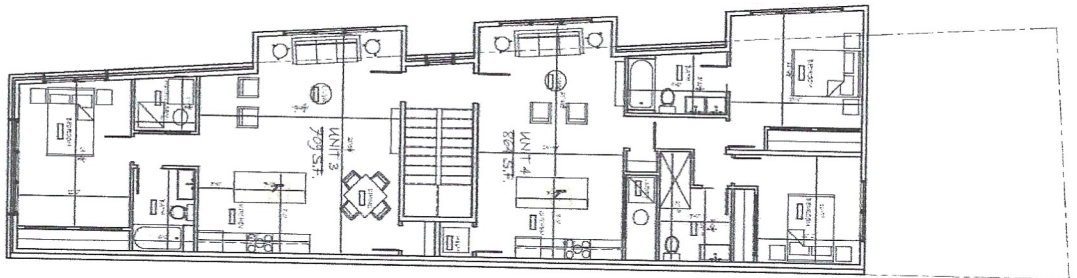
CELLAR PLAN

3/16" = 1'-0"



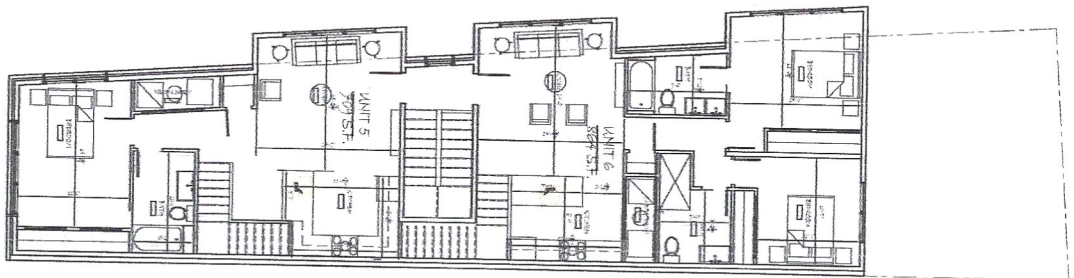
FIRST FLR. PLAN

3/16" = 1'-0"



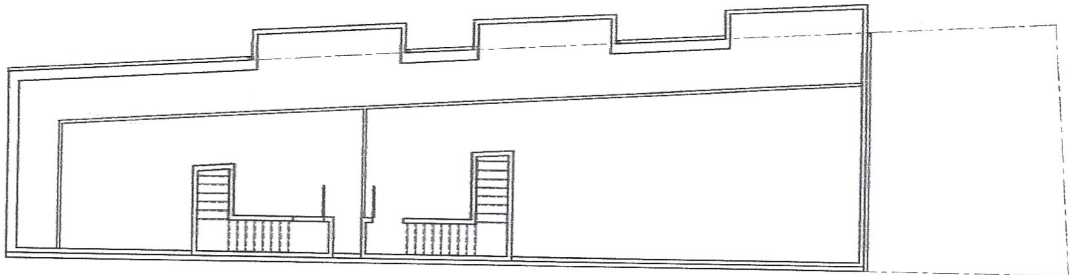
SECOND FLR. PLAN

3/16" = 1'-0"



THIRD FLR. PLAN

3/16" = 1'-0"



ROOF DECK PLAN

3/16" = 1'-0"

PROJECT

PROPOSED MIXED USE BUILDING  
4841 GERMANTOWN AVE  
PHILADELPHIA, PENNSYLVANIA

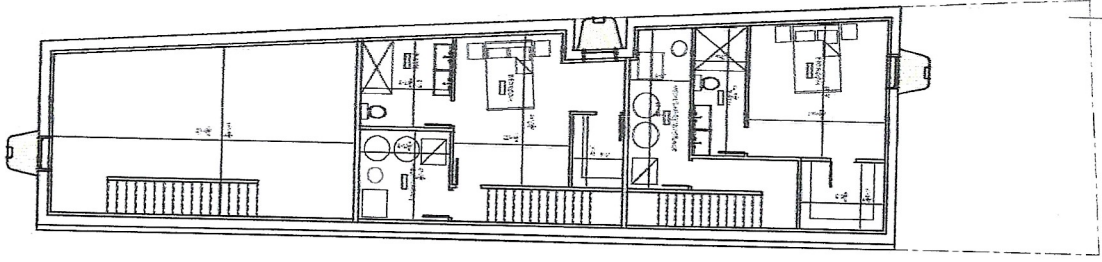
REVISIONS:

SK-1A

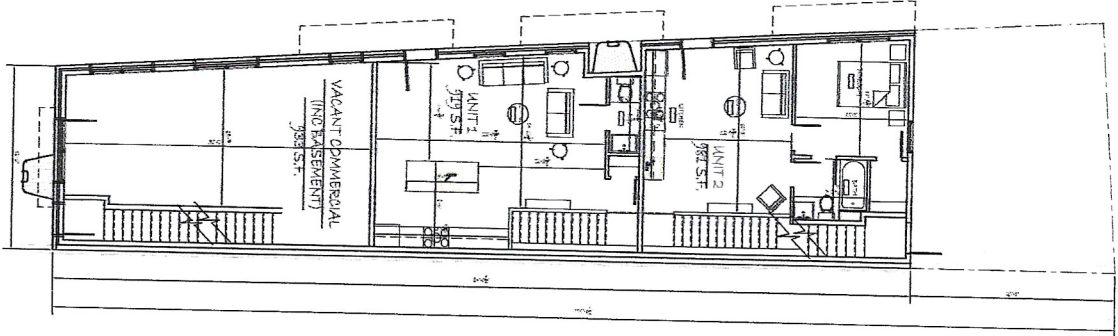
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CHECKED BY: HJ  
DATE: 04/14/2022  
SCALE: AS NOTED  
FILE: 072020



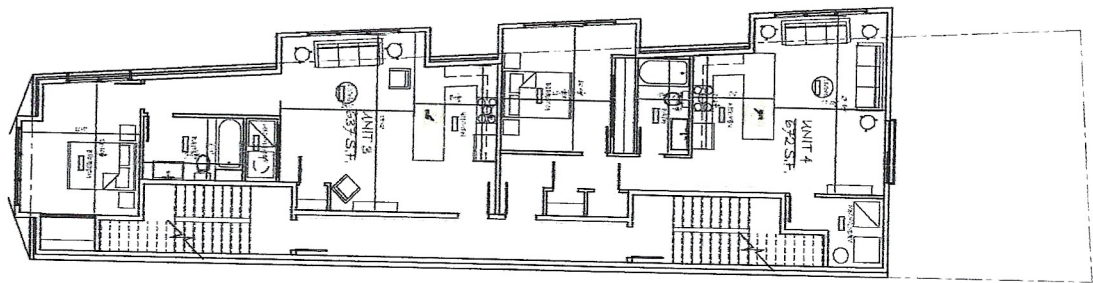
CELLAR PLAN  
1/8" = 1'-0"



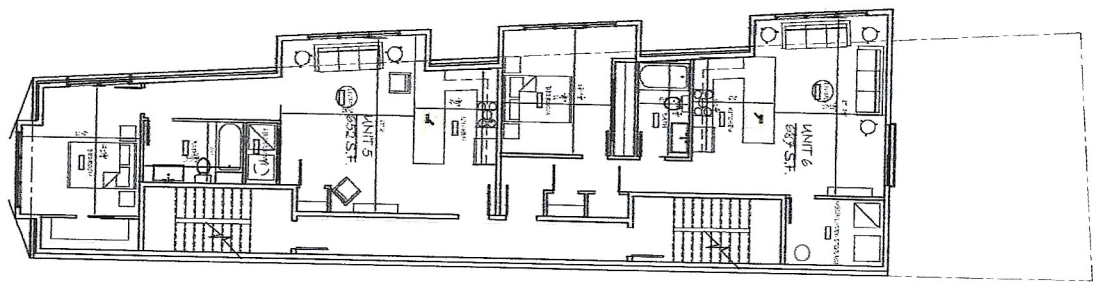
FIRST FLR. PLAN  
1/8" = 1'-0"



SECOND FLR. PLAN  
3/16" = 1'-0"



THIRD FLR. PLAN  
3/16" = 1'-0"



SKIB  
DRAWN BY: J.B.  
CHECKED BY: H.C.  
DATE: 2/1/22  
SCALE: AS SHOWN  
FILE: C-1004

REVISIONS:

PROJECT  
PROPOSED MIXED USE BUILDING  
4841 GERMANTOWN AVE  
PHILADELPHIA, PENNSYLVANIA  
FIRM: Y2Y 2



**From:** yossi levy <[yossilevy@gmail.com](mailto:yossilevy@gmail.com)>  
**Sent:** Monday, April 12, 2021 1:30 PM  
**To:** Logan Dry <[logan.dry@kcadesignassociates.com](mailto:logan.dry@kcadesignassociates.com)>; אורי בן אפרים <[uribenefraim@gmail.com](mailto:uribenefraim@gmail.com)>  
**Subject:** 4841Germantown Ave

Logan,

Hope you are well

Look at this address, we own it, its CMX 2.5 WHAT IS THE MAX ALLOWANCE WE CAN PUSH FOR?

ALSO AS YOU WILL SEE IN GOOGLE MAP WE HAVE THE GARAGE IN THE BACK AS WELL.

Yossi.

Best Regards,