

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

BOROUGH OF CONSHOHOCKEN

vs.

720 SPRING MILL LP

NO. 2026-06851

**NOTICE TO DEFEND – CIVIL**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE  
MONTGOMERY BAR ASSOCIATION  
100 West Airy Street (REAR)  
NORRISTOWN, PA

19404-0268 (610) 279-9660, EXTENSION 201

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**CIVIL COVER SHEET**

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: MICHAEL PETERS, ESQ., ID: 314266

Self-Represented (Pro Se) Litigant

Class Action Suit  Yes  No

MDJ Appeal  Yes  No

Money Damages Requested

Commencement of Action:

Amount in Controversy:

Complaint

**Case Type and Code**

Miscellaneous: \_\_\_\_\_

Declaratory Judgment \_\_\_\_\_

Other: \_\_\_\_\_

**EASTBURN AND GRAY, PC**  
Michael E. Peters, Esquire  
Pa ID# 314266  
60 East Court Street, PO Box 1389  
Doylestown, PA 18901  
[mpeters@eastburngray.com](mailto:mpeters@eastburngray.com)  
215.345.7000

*Attorneys for Plaintiff*

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BOROUGH OF CONSHOHOCKEN, :  
400 Fayette Street, Suite 200 :  
Conshohocken, PA 19428 :  
Plaintiff :

COURT OF COMMON PLEAS OF  
MONTGOMERY COUNTY,  
PENNSYLVANIA

v. :

720 SPRING MILL, LP :  
320 West 12th Avenue :  
Conshohocken, PA 19428 :  
Defendant :

Civil Action No. \_\_\_\_\_

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**COMPLAINT**

And now, comes Plaintiff, the Borough of Conshohocken, by and through its attorneys, Eastburn and Gray, PC, and respectfully sets forth the following Complaint, and in support thereof, avers as follows:

1. Plaintiff, the Borough of Conshohocken (hereinafter the “Borough”) is a Borough organized under the Borough Code, 8 Pa.C.S. § 101, *et seq.*, with a business address of 400 Fayette Street, Suite 200, Conshohocken, PA 19428.

2. Defendant, 720 Spring Mill, LP (hereinafter “Developer”), is a Pennsylvania limited liability company with a registered address of 320 West 12th Avenue, Conshohocken, PA 19428. Developer is in the business of land development and construction.

3. On September 5, 2018, Developer obtained subdivision and land development approval from the Borough Council of the Borough of Conshohocken for the Property located at 720 Spring Mill, Conshohocken, PA 19428 (the "Property"). The specific approval granted is documented in Resolution 19 of 2018, a true and correct version of which is attached hereto as exhibit "A" and incorporated herein as if fully set forth (the "Land Development Approval").

4. The Land Development Approval was granted pursuant to the Pennsylvania Municipalities Planning Code ("hereinafter the "MPC"), 53 P.S. § 10101, *et seq.*, and the Borough's Subdivision and Land Development Ordinance (hereinafter the "SALDO").

5. The Land Development Approval permitted removal of all existing features on the Property and subdivision of the Property into 23 lots with a mix of single-family detached dwellings and semi-detached single-family dwellings (mix of twins and townhomes) along with associated improvements. All improvements as identified in this paragraph, as more specifically set forth in the Land Development Approval, as set forth on the Record Plan (identified in paragraph 6 below), and as required by the Land Development Agreement (identified in paragraph 8 below) are referred to herein as the "Project".

6. The record plan for the Project was recorded with the Montgomery County Recorder of Deeds on March 2, 2023, at plan book 0059, page 00071 (hereinafter the "Record Plan"). A true and correct version of the Record Plan is attached hereto as exhibit "B" and incorporated herein as if fully set forth.

7. The Land Development Approval required Developer to enter into a land development and escrow agreement with the Borough for the Project.

8. Developer and the Borough entered into a Land Development Agreement (“Land Development Agreement”) dated March 1, 2023, recorded with the Montgomery County Recorder of Deeds at instrument no. 2023010519 (hereinafter the “Land Development Agreement”). A true and correct version of the Land Development Agreement is attached hereto as exhibit “C” and incorporated herein as if fully set forth.

9. The Land Development Agreement imposed certain obligations on Developer with respect to completion of the Project.

10. Section 6 of the Land Development Agreement required Developer to complete all improvements associated with the Project within one year from the date of the Agreement (by March 1, 2024). [Ex. “C” (Land Development Agreement), §6.]

11. As part of the Land Development Approval, Developer is required to make improvements and perform certain work to the existing stormwater culvert along Jones Street and East 7th Avenue (the “Stormwater Culvert Repairs”, as more specifically described below). Developer needed to expose the subject stormwater culvert to, *inter alia*, install the sidewalk for the Project, rendering disturbance and repair of the stormwater culvert unavoidable in connection with the Project.

12. General Note 15 on the Record Plan (*Site Plan*, sheet 4) provided:

[DEVELOPER] IS REQUIRED TO MAKE IMPROVEMENTS  
TO THE EXISTING STORMWATER CULVERT ALONG THE  
JONES STREET AND EAST 7TH AVENUE FRONTAGE OF

THE SITE. SCOPE OF THE CULVERT REPAIR/REPLACEMENT INCLUDES COMPLETE REPLACEMENT OF THE REINFORCED CONCRETE CULVERT TOP SLAP AND INLET IMPROVEMENTS IN ACCORANCE WITH THE “UNDERGROUND STORMWATER CULVERT PLANS”, PREPARED BY GILMORE & ASSOCIATES, DATED APRIL 7, 2022, CONSISTING OF 18 SHEETS. SCOPE ALSO INCLUDES THE REHABILITATION, REPAIR OR REPLACEMENT OF THE CULVERT WALLS AND CULVERT FLOOR SUBJET TO BOROUGH DIRECTION, FOLLOWING THE REMOVAL OF THE TOP SLAB TO ALLOW FOR CLOSER INSPECTION. THE SCOPE DOES NOT INCLUDE THE IN-STREET CULVERT SECTION CROSSING JONES STREET AND EAST 7TH AVENUE.

[Ex. “B” (Record Plan at sheet 4 *Site Plan*).]

13. As provided in General Note 15 quoted at paragraph 12, *supra*, removal of the top slab of the stormwater culvert was necessary to “allow for closer inspection” to determine the “repair or replacement of the culvert walls and culvert floor subject to Borough direction.” [*Id.*]

14. The plans titled “Underground Stormwater Culvert-Culvert Repairs”, dated April 7, 2022, identified in General Note 15 quoted at paragraph 12, *supra* (the “April 2022 Stormwater Culvert Repair Plans”), were prepared by Gilmore & Associates, Inc., the Borough’s appointed engineer (the “Borough Engineer”), rather than Developer’s project engineer at the direct request of Developer. A true and correct version of the April 2022 Stormwater Culvert Repair Plans is attached hereto as Exhibit “D” and incorporated herein as if fully set forth.

15. The April 2022 Stormwater Culvert Repair Plans and the scope of work summarized in General Note 15 quoted in paragraph 12, *supra*, were identified in the

Land Development Agreement at Background Paragraph D and the Culvert Repair Plans were incorporated throughout the Land Development Agreement. [Ex. “C” (Land Development Agreement)]. Developer’s obligation to perform the Stormwater Culvert Repairs was set forth in detail at Section 3.h of the Land Development Agreement, and the Stormwater Culvert Repairs were included in the scope of the work to be performed as part of the “Project” covered by the Land Development Agreement. [*Id.*]

16. The April 2022 Stormwater Culvert Repair Plans and the work and improvements to be performed thereunder were the end result of numerous meetings between Developer and the Borough, during which the specifics of the Stormwater Culvert Repairs were discussed in great detail. Developer signed the Development Agreement obligating itself to perform the repairs and improvements identified on the April 2022 Stormwater Culvert Repair Plans.

17. The Borough spent years cooperating with Developer in good faith in completion of the Stormwater Culvert Repairs, meeting with Developer, its engineer, its contractors, and its legal counsel to discuss the specifics of the work. As provided in General Note 15 quoted paragraph 12, *supra*, this included additional analysis and engineering of the repairs needed following removal of the top slab from the stormwater culvert. Following the inspection and analysis and numerous additional meetings with Developer, the Borough Engineer prepared, again at the request of the Developer, revised and supplemental plans for the Stormwater Culvert Repairs including those titled “Underground Stormwater Culvert – Culvert Repairs”, dated April 7, 2022 and last revised August 28, 2023 (the “Revised April 2022 Stormwater Culvert Repair Plans”), and “Underground Stormwater Culvert – Culvert #1 and Culvert# 1A Repairs” dated October

14, 2025 (the “October 2025 Stormwater Culvert Repair Plans”) true and correct versions of which are attached hereto as Exhibit “E” and Exhibit “F” respectively and incorporated herein as if fully set forth. The “Stormwater Culvert Repairs” as referred to herein shall incorporate the April 2022 Stormwater Culvert Repair Plans and the revised and supplemental plans referred to in this paragraph, including specifically the Revised April 2022 Stormwater Culvert Repair Plans and October 2025 Stormwater Culvert Repair Plans.

18. Developer commenced the Stormwater Culvert Repairs, but has not completed the Stormwater Culvert Repairs, including specifically failing to complete the Stormwater Culvert Repairs at the intersection of East Seventh Avenue and Jones Street.

19. Developer failed to complete all improvements associated with the Project within one-year of the date of the Development Agreement (by March 1, 2024), including the Stormwater Culvert Repairs as required by the Development Agreement.

20. The Borough provided Developer notice of Developer’s default under the Land Development Agreement by notice letter dated January 30, 2026, a true and correct version of which is attached hereto as Exhibit “G” and incorporated herein as if fully set forth (the “Default Notice”).

21. Prior to issuing the Default Notice, the Borough gave Developer numerous opportunities to complete the improvements required by the Land Development Agreement. The Borough has received numerous resident complaints regarding the state of the intersection of East Seventh Avenue and Jones Street, including specifically from those residents that purchased new homes in the Project. Notwithstanding the Borough’s

efforts, and the fact that those residing in its development were concerned with the state of the uncompleted Stormwater Culvert Repairs, Developer failed to complete the repairs.

22. The Default Notice attached a punch list (the “Punch List”) from the Borough Engineer outlining in detail the actions Developer needed to take in order to cure its default of the Development Agreement. [Ex. “G” (Default Notice), at attachment “1” (January 19, 2026 punch list of Borough Engineer).]

23. The Punch List included, *inter alia*, major components and requirements of the Land Development Approval, Development Agreement, and Record Plan including, *inter alia*, completion of the Stormwater Culvert Repairs, installation of a curb ramp, installation of landscaping and ground cover, sealing the sanitary sewer manhole lids, submitting as-built plans, posting the required 18-month maintenance security, and paying delinquent legal, engineering, and administrative fees. [*Id.*]

24. The Default Notice highlighted Developer’s obligation, if the work could not be completed within 10 business days as required by the Land Development Agreement, to at least commence curing the default within 10 business days. The Default Notice encouraged Developer to contact the Borough immediately if curing would take more than 10 business days “to develop an appropriate plan, with deadlines, to cure the violation to avoid further legal action by the Borough.” [Ex. “G” (Default Notice).]

25. The Default Notice also noted the Boroughs intent to “exercise all remedies at law and in equity to achieve compliance with the [Land Development Agreement] and completion of the improvements, including commencing a legal action against Developer in the Court of Common Pleas of Montgomery County.” [*Id.*]

26. Over two and a half months have passed since the Borough issued the Default Notice. Although Developer has committed to completing the work in the Default Notice and begun the submission of plans and materials to correct some of the work identified in the Default Notice, Developer remains in violation of the Land Development Agreement.

27. As of the date of the filing of this complaint, Developer has failed to cure the violations identified in the Default Notice.

### COUNT I

28. Paragraphs 1 through 27 are incorporated herein as if fully set forth.

29. The Pennsylvania Uniform Declaratory Judgments Act grants this Honorable Court jurisdiction to determine the legal rights of the parties.

30. Section 7532 of the Uniform Declaratory Judgments Act provides:

Courts of record, within their respective jurisdictions, shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect, and such declarations shall have the force and effect of a final judgment or decree.

42 Pa.C.S. § 7532.

31. As set forth hereinabove, Developer failed to comply with the Land Development Agreement, by failing to complete all improvements within 365 days of the date of the Land Development Agreement.

32. As set forth hereinabove, Developer failed to comply with the Land Development Agreement and failed to fulfill its obligations under the Land Development Approval.

33. By this action, the Borough seeks to hold Developer responsible for the requirements unequivocally imposed under the Land Development Approval and the Land Development Agreement.

34. The Borough is entitled to the relief sought herein.

WHEREFORE, the Borough respectfully requests that this Honorable Court enter an order:

1. declaring Developer in violation of the Land Development Agreement as set forth hereinabove;
2. directing Developer to complete all improvements and perform all actions identified in the Punch List including specifically the Stormwater Culvert Repairs;
3. such other and further relief as this Honorable Court may deem just, reasonable and appropriate.

Respectfully submitted,

EASTBURN & GRAY, PC

BY: 

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Michael E. Peters, Esquire  
Pa ID# 314266  
mpeters@eastburngray.com  
60 East Court Street, PO Box 1389  
Doylestown, Pa 18901  
*Attorneys for Plaintiff*

Dated: April 14, 2026

**VERIFICATION**

I, MICHAEL E. PETERS, verify that I am the BOROUGH SOLICITOR of Plaintiff BOROUGH OF CONSHOHOCKEN, that I am authorized to make this verification on behalf of the BOROUGH OF CONSHOHOCKEN, and that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information and belief. I understand that if any of my statements herein are false, I am subject to the penalties set forth in 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.



\_\_\_\_\_  
Michael E. Peters

Dated: April 14, 2026