

TOWNSHP OF LOWER MAKEFIELD
BOARD OF SUPERVISORS
MINUTES – SEPTEMBER 5, 2012

The regular meeting of the Board of Supervisors of the Township of Lower Makefield was held in the Municipal Building on September 5, 2012. Chairman Stainthorpe called the meeting to order at 7:30 p.m.

Those present:

Board of Supervisors: Pete Stainthorpe, Chairman
 Dan McLaughlin, Vice Chairman
 Dobby Dobson, Secretary
 Jeff Benedetto, Treasurer
 Kristin Tyler, Supervisor

Others: Terry Fedorchak, Township Manager
 Jeffrey Garton, Township Solicitor
 Mark Eisold, Township Engineer
 Kenneth Coluzzi, Chief of Police

PUBLIC COMMENT

Mr. Harold Koopersmith, 612 B. Wren Song Road, warned the Seniors that if they do not rescind his expulsion in two weeks, he will file suit against all the Directors as he did nothing wrong.

Mr. John Zack, Vice President of the Seniors, asked the status of the site selection for the Senior Center; and Mr. Stainthorpe stated this will be an Agenda item at the Board's next meeting to be held on September 19, and they will vote on a location at that time. He stated they will have opportunity for public discussion at that time.

DISCUSSION OF FRANKFORD/ARIA APPEAL AND MOTION TO CONTINUE TO RETAIN DAVID TRUELOVE AS COUNSEL

Ms. Irene Koehler, Spring Lane, thanked the Board of Supervisors for their continued support in the fight against the Special Exception by **Frankford/Aria**. She stated the Zoning Hearing Board vote of four to one to deny the Special Exception has been joyously received throughout the Township. She stated they expect that the Board of Supervisors will continue to support the Zoning Hearing Board's Decision in the Appeal, and Mr. Stainthorpe stated they will.

Mr. Garton stated the Board met in Executive Session for approximately forty-five minutes prior to the public meeting, and one of the discussion items related to the pending litigation involving Aria Hospital. He stated the Board of Supervisors has opposed that Application since the outset. He stated the most recent Decision by the Zoning Hearing Board has been Appealed by Aria Hospital under the same caption that was Appealed previously, and the Board of Supervisors will continue to participate in that proceeding in opposition of the Application.

Mr. Garton stated the Board also discussed the pending litigation related to the Dalgewicz Condemnation, but no action will be taken tonight. He stated they also briefly discussed personnel issues related to appointments to various Boards and Commissions.

Mr. Benedetto asked if RAFR is required to be a Party to any Settlement discussions with Aria. Mr. Garton stated generally the answer would be “yes.” He stated there have been no on-going discussions; but there are occasions when if there are three to four Parties to a proceeding and two parties want to settle and two do not, you can petition the Court to approve a Settlement over the objection of Parties, although this does not happen often. He stated there have been no discussions about any settlements.

Mr. Benedetto asked if they are going to proceed with the same Counsel, that being Dave Truelove; and Mr. Garton stated he would recommend that they continue with Mr. Truelove through the Common Pleas level since he is already involved with the case. Mr. Garton stated Begley, Carlin is participating on behalf of Newtown Township already.

Mr. Benedetto moved, Mr. McLaughlin seconded and it was unanimously carried that Dave Truelove continue as Counsel for the Aria Appeal.

PUBLIC COMMENT (CONTINUED)

Ms. Donna Doan, 1584 Edgewood Road, stated she is pleased that the Township will continue to oppose Aria and asked that they do what they can to support the farming of that property.

Ms. Doan asked for additional information about the Dalgewicz matter; and Mr. Garton stated the only thing that he shared with the Board of Supervisors was that the Pennsylvania Supreme Court has not yet rendered a decision, and there are no new developments. Mr. Benedetto asked about the potential exposure to the Township, and Mr. McLaughlin stated he feels some time ago they estimated it to be \$3.1 million plus interest. Mr. Fedorchak stated at this point it could be between \$3.3 million to \$3.4 million. Ms. Doan asked the amount of the interest rate, and Mr. Garton stated the interest rate is fixed by statute which is a factor of prime and goes back to the date of the

filing of the original Declaration of Taking. He stated you calculate what is owed by the virtue of that interest rate less what has been paid on account which results in an annual shifting determination of an interest rate.

DISCUSSION OF BRIGHT FARMS AND MOTION REGARDING ISSUING OF PERMITS

Ms. Doan stated over Labor Day weekend, Bright Farms did a clear cutting of the Woods at Patterson Farm. She stated she feels it was surprising that this work was begun and mostly finished over the Holiday weekend when most citizens' attention was turned elsewhere. Ms. Doan stated some huge trees were cut down, one of which may have been the largest American beech tree in the State of Pennsylvania and could have been 200 to 425 years old. She stated several other huge ash trees were cut, and she has posted all the pictures on Patterson Farm Preservation.com. She stated she feels a crime has been committed.

Mr. Benedetto asked Mr. Fedorchak if he knows how many trees that were 6" in diameter or greater were taken down to build the road. Mr. Fedorchak stated he does not have the exact number, but there is a requirement on the part of Bright Farms to replace any trees in excess of 6" in caliper. Mr. Eisold stated he believes they have to replace the trees inch for inch that are 6" in caliper or larger. He stated his landscape architects were on site before any of the trees were taken down, and each of the trees was measured and detailed. Mr. Benedetto asked if he could be provided with the count.

Mr. Fedorchak stated the first phase of construction was to build the access road into the site. He stated the site is approximately four acres which is where the greenhouse will be located; but no work has been done there yet. He stated 100% of the work that has been done has to do with construction of the access road, and certain trees were removed in the process. He stated none of those trees were on the Patterson Farm. He stated an easement was secured by Bright Farms that cuts through the Children's Learning Center property in order to access out onto Stony Hill Road. He stated the entire access road is located on the Children's Learning Center property, and not a single tree has been removed from the Patterson Farm nor will that take place; and Mr. Eisold agreed.

Mr. Benedetto stated there were Permit requirements and discussion as to how long it would take Bright Farms to get the Permits. He asked Mr. Fedorchak what Permits were acquired and by whom. Mr. Benedetto stated it was to be a three-week process, but it was only a one-week process. Mr. Fedorchak stated Bright Farms made application for Permits in late June and July. He stated the first Permit they received came from the Bucks County Conservation District and was the Erosion and Sediment Control Permit. He stated this was approved on July 26. There also had to be consideration whether or not a Planning Module for sewers was required; and the DEP ruled that because of the

de minimus size of the project, a Planning Module was not required in this case. Mr. Fedorchak stated the Bucks Conservation District Approval was dated August 13, and this was with respect to the NPDES Permit. He stated the DEP also had to sign off on this, and this was within the Permit document. Mr. Fedorchak stated another approval needed from the Bucks County Conservation District was because Bright Farms wanted to add a second name which was the name of the contractor for Bright Farms. Mr. Fedorchak stated they also needed a Highway Occupancy Permit which was issued on August 27. He stated this was a temporary Permit that comes from PennDOT because it is a State road. He stated this allowed them to start construction on the access road. He stated once Bright Farms received this, they were able to begin construction. He stated Bright Farms has applied for and received approvals for all Permits and Waivers necessary to proceed. He stated in the not too distant future, they will also receive the permanent Highway Occupancy Permit from PennDOT.

Ms. Doan stated she would have to see the survey that indicated that the trees were not on the Patterson Farm since she knows the Pattersons purchased a small parcel of land after I-95 was built. She stated with regard to the cutting of the trees, Bright Farms has indicated that they are environmentally-friendly and will reduce carbon emissions, but she does not feel the equipment that was used to level the trees was very fuel efficient. Ms. Doan stated what they did may have been legal, but it was not moral. She stated she does not feel planting a 1" tree will replace a tree that was over 200 years old. She stated she feels the citizens of the Township should have had the opportunity to have those specimens for scientific study. She stated she cannot believe that the Conservation District knew the trees were there; and if they gave a Permit for them to be removed, someone should lose their job.

Mr. Fedorchak stated Bright Farms has followed all the protocols. He stated the regulatory agencies were well aware of what was to be cleared.

Ms. Doan encouraged the community to do what she is going to do which is not purchase anything from Bright Farms.

Mr. Benedetto stated he went out to the site and spoke with the sub-contractor. Mr. Benedetto stated his concern is that when they build the access road, they are not going to only build the access road, but they are also going to move out into the farmland where there are crops that need to be harvested. He stated they want to build the detention basin and greenhouse so that they are up and running by December 1. Mr. Benedetto stated there is a conflict because Bright Farms wants to get started on the project, and the contractor indicated that he is going to do the work now or will do it when Mr. Stewart takes the crops down. Mr. Benedetto stated Bright Farms has indicated to Mr. Stewart that they want the crops down now.

Mr. Fedorchak it is important that all parties be treated fairly. He stated Bright Farms wants to start as soon as possible, and there were certain impediments in that they did not have all their Permits and other issues with regard to mobilizing the contractors.

Mr. Fedorchak stated it was not apparent until just within the last few days that they were ready to proceed. He stated they were ready to move into the four acres; however, within those four acres there was corn, and it is important that they compensate Mr. Stewart for that corn. Mr. Fedorchak stated he asked Mr. Stewart to report in detail what the value was, and Mr. Stewart provided a very detailed report which placed the value of the corn at approximately \$9,000 for the four acres. He stated if Bright Farms could not wait until the corn was harvested which would be the first week in October, Bright Farms would then have to pay Mr. Stewart \$9,000 for the four acres of corn. He stated Bright Farms has agreed to pay the \$9,000 so that they can proceed.

Mr. Benedetto stated he found out that Mr. Stewart has not been compensated for crops that were taken down by the developer of Towering Oaks eight years ago. Mr. Benedetto stated he understands that this money is in escrow, and he asked what has happened with this money. Mr. Benedetto stated he wants Bright Farms to provide a check in the amount of \$9,200 to Mr. Stewart the day the crops are taken down. Mr. Fedorchak stated the amount that Mr. Stewart stated in his report was \$9,032, and this is the amount that Bright Farms will be paying to Mr. Stewart. Mr. Fedorchak stated he has been in constant communication with Mr. Stewart; and he feels Bright Farms and Mr. Stewart have been working back and forth to come up with a compromise.

Mr. Benedetto asked the status of the compensation that is in an escrow account from 2004. Mr. Fedorchak stated he could research this and report back. He stated the Towering Oaks project has been fraught with problems over the last twenty years. He stated the Township is also at risk of losing money or being involved in having to step forward and do things that the developer may not follow through with including not completing his project and all the roadways that were promised in the Subdivision. He stated Mr. Stewart had a situation where the developer had cut through the field that Mr. Stewart had through Farmland Preservation. Mr. Fedorchak stated the reason the developer had cut through the field was to lay a sanitary sewer line, and the crops did not grow on that section that had been disturbed. Mr. Fedorchak stated this was the result of what the developer did and not anything the Township did. He stated Mr. Stewart's issue is with the developer and not with Lower Makefield. Mr. Fedorchak stated whenever they get all the bills reconciled with this developer, at that point in time they can make Mr. Stewart whole for his damages.

Mr. Stainthorpe stated this matter goes back many years, and the Township actually put in funds to re-route the sewer line so it would disturb the least amount of crops possible.

Mr. Benedetto stated he understood from the meeting Minutes of June, 2007, that the Township was provided the value for the loss of the crops; and in fact Mr. Stewart lost out in 2005 and 2006 as well. Mr. Benedetto asked if the Township has the money in escrow, and Mr. Fedorchak stated he would have to check the records on this. He stated there are a number of creditors lined up with respect to this project.

Ms. Tyler stated any money owed to Mr. Stewart is not owed by the Township, and the money is owed to Mr. Stewart by the developer; and Mr. Fedorchak agreed. Mr. Benedetto asked if the Township is not holding this in escrow, and Mr. Fedorchak stated he does not feel this is the case.

Ms. Doan stated there are a lot of things going on in the Township “behind the scenes;” and it is always the farmers that are negatively impacted. She stated the Township is getting ready to sell off the Satterthwaite Parcel which will cut Mr. Stewart off from his access to the Farm. She stated they also have the Artists of Yardley who park all over the Farm so that Mr. Stewart cannot get in and out with his trucks to take his crops out. She stated they now have Bright Farms that will take the land that Mr. Stewart has paid to rent. She stated he has a five year lease on the land. She stated they do not know that Bright Farms will be good for the money they have to pay since they have never done this kind of project on a farm. Ms. Doan stated she is very concerned that the Artists of Yardley do not pay any rent for Mr. and Mrs. Patterson’s house. She stated they encroach on and cripple the use of Patterson Farm as a farm. She asked why the Township did not charge Artists of Yardley \$1,700 a month to use Mrs. Patterson’s farmhouse. She stated this would be an acceptable amount of rent, and they would still be getting a bargain on the property. She stated they are using it as a Commercial space even though it is not zoned Commercial. She stated she does not know why any resident of the Township would care to be in compliance with Zoning when the Township does not comply with Zoning. Ms. Doan stated the Artists of Yardley will be having their Harvest Festival shortly, and they expect to have 500 attendees who will park at the Farm and use the on-site septic system since there are no sewers. She stated they are damaging the Farm, and they should pay for it. Ms. Doan also stated she does not feel that there is any way that Bright Farms can compensate for the damage that they have done, and they should be asked to go elsewhere. Ms. Doan stated she feels the Township will have a lawsuit since now there are two Leases on the same property. Ms. Doan stated Mr. Stewart pays the highest rent in Bucks County for farmland, and he has to submit his Bid in a sealed bidding process, yet Bright Farms came in and was given the land. Ms. Doan stated the people of Lower Makefield and Bucks County paid \$7.2 million to preserve the Patterson Farm, and the Board of Supervisors should put a Conservation Easement on it and get the \$2 million in Conservation funds.

Mr. Benedetto moved to use the annual proceeds from Bright Farms to maintain the buildings on the Farm and pay down the remaining debt. Motion died for lack of a Second.

Mr. Benedetto stated Ms. Doan had sent an e-mail indicating that the soil on Patterson Farm is classified as soil of Statewide importance and is prime farmland which is why he did not want Bright Farms to be on the Patterson Farm.

Mr. Benedetto moved that any topsoil removed from Paterson Farm as a result of the Bright Farms greenhouse project be saved at Bright Farms' expense and returned to the Farm at the conclusion of the Lease Agreement with Bright Farms.

Mr. Garton stated he does not feel that they have the right to remove topsoil from the site, and Mr. Eisold stated they are not planning on removing any topsoil from the Farm.

Motion died for lack of a Second.

Ms. Doan stated there has been site work on the Patterson Farm, and Mr. Stewart's crops have been damaged. She asked the name of the person who went in and cut down the crops with no compensation to Mr. Stewart. Ms. Tyler asked Ms. Doan if she is a representative for Mr. Stewart; and Ms. Doan stated she is a lifelong resident, and Mr. Stewart has known her family all their lives. Mr. Fedorchak stated he has been talking to Mr. Stewart about all of these issues over the last few weeks. He stated Mr. Stewart was aware that a surveying crew was out, and Mr. Fedorchak asked Mr. Stewart to identify, if necessary, the amount of crops that would have been affected. Mr. Fedorchak stated his understanding was that it was a very insignificant amount. Mr. Fedorchak stated Mr. Stewart is being paid for the four acres by Bright Farms.

Ms. Doan stated while they are saying this, it does not mean this will ever happen. Ms. Doan stated the farming community will have to have some "push-back" because they do not have this kind of money to outlay. She stated the Board is arrogant saying that Mr. Stewart should take a loss and not have a problem waiting for his money.

Mr. Sam Stewart stated he and Mr. Fedorchak are trying to work things out, but he does want to be paid for the corn before they knock it down. He stated his Lease is longer than four years so he would like to be paid for what he is losing since they have actually broken the Lease. He stated he feels the Township should have "done their homework a little better" before working with someone who is completely new. He stated he feels the greenhouse is a gamble.

Mr. Benedetto asked Mr. Stewart what Bright Farms offered him, and Mr. Stewart stated they started at \$1,000. Mr. Stewart reviewed the costs of farming. He stated they then offered \$800 an acre. Mr. Benedetto asked Mr. Stewart what he feels the value is, and Mr. Stewart stated he advised Mr. Fedorchak it would be \$9,032. Mr. Stainthorpe stated at this point he will be adequately compensated by Bright Farms provided they give him a check, and Mr. Stewart agreed. Mr. Fedorchak stated he recently provided Bright

Farms with Mr. Stewart's analysis; and he feels that once they saw this, they changed their approach. Mr. Fedorchak stated when he spoke to Mr. Grasso this morning, he indicated that they would be paying Mr. Stewart what he wants.

Mr. Dobson moved, Mr. McLaughlin seconded and it was unanimously carried that no Permits be issued to Bright Farms until Mr. Stewart gets a check from Bright Farms for \$9,032.

Mr. Benedetto asked Mr. Stewart about the Towering Oaks issue. Mr. Stewart stated the developer was considering how to dig the sewer line, and the ground sat empty for four years. Mr. Stewart stated he had paid Farmland Preservation for that ground for four years but did not use it. He stated he determined the value of the corn, and he was told that the money was in escrow. He noted there is one home in the development which is occupied. Mr. Benedetto stated he would like to see movement on this since it has been since 2004. Mr. Stainthorpe asked that Mr. Fedorchak and Mr. Garton move this to the forefront recognizing that there have been problems with this developer.

APPROVAL OF MINUTES

Ms. Tyler moved and Mr. Dobson seconded to approve the Minutes of August 15, 2012 as written. Motion carried with Mr. McLaughlin and Mr. Stainthorpe abstained.

RAGAN TRACT, TPN 20-52-002 – APPROVAL OF RESOLUTION NO. 2252 AND APPROVAL OF SETTLEMENT AGREEMENT

Mr. Garton stated last year there were discussions between Mr. Ragan and the Township to acquire approximately six acres (Tax Parcel No. 20-52-002) for the sum of \$386,250 which will be funded by Open Space money from the County. Mr. Garton stated the Open Space money has been approved by the Open Space Board, and the County Commissioners have approved the project.

Mr. Garton stated he has had discussions with Mr. Ragan and has prepared an Agreement of Sale couched as a Settlement Agreement that Mr. Ragan has signed. Mr. Garton stated he did it this way so that if the Board approves Resolution No. 2252, it will have the effect of expressing the Board's intent of acquiring this parcel by condemnation. Mr. Garton stated in this case it is being done in order to save the Township a significant amount of money with respect to Transfer Taxes, and the property owner is fully agreeable to this process. Mr. Garton stated the parcel will be acquired for open space and passive recreation only. Mr. Garton stated the second part is the approval of the

Settlement Agreement that indicates that the Township will acquire six acres of the Ragan Tract with a purchase price of \$515,000, but the seller is granting a credit back, so the difference is \$128,750 which the seller is donating to the Township.

Mr. McLaughlin moved and Ms. Tyler seconded to approve Resolution No. 2252.

Ms. Virginia Torbert asked where the property is located, and Mr. Fedorchak stated it is near the intersection of W. Ferry and Big Oak Roads. Mr. Garton stated the EAC recommended this parcel be purchased and was very pleased that the Township was going to acquire this land.

Motion carried unanimously.

Mr. Dobson moved and Ms. Tyler seconded to approve the Settlement Agreement.

Mr. Alan Dresser, 105 E. Ferry Road, stated he does support this and hopes the Board will vote in favor of it. He stated the last time the Township acquired open space was in 2004. He stated from 1998 to 2004 the Township acquired over 400 acres of open space, and he hopes another eight years will not go by before they acquire more land.

Mr. Dresser stated he believes that there is still approximately \$440,000 in County money left, and up to \$50 million available from the Open Space Referendum which was passed in 2008 by a 70% margin. He reviewed the benefits of open space and noted comments made in the past by Mr. Stainthorpe in support of the purchase of open space.

Motion carried unanimously.

DISCUSSION OF BID FOR SATTERTHWAITE PARCEL AND AGREEMENT TO EXTEND BID PERIOD FOR SIXTY DAYS

Mr. Garton stated last spring the Board authorized soliciting through another round of bids any proposals with respect to the sale of the Satterthwaite property which is about five acres including the house, the bank barn, and some other outbuildings. He stated notification to the public was made in the various newspapers and on the Website.

Mr. Garton stated according to the provisions of the Second Class Township, the Township must solicit bids from the public if they are going to sell Township property.

Mr. Garton stated they did receive one bid from Dr. Amy Bentz and Dr. Bradley Holmstein in July. Mr. Garton stated he has reviewed the bid and has shared with the Board in his letter of August 15, 2012 the issues he observed concerning the nature of the bid and where it was and was not compliant with the specifications. Mr. Garton stated

subsequent to authoring his letter, the bidder submitted a letter to the Township outlining some of the rationale for the changes requested in the bid documents and explained some items which the Board should consider before they take any further action.

Mr. Garton summarized his letter of August 15 which indicated that the bid price was \$255,000, and the bid bond was received. Mr. Garton stated the concerns he raised in his letter were that the bid documents required the bidder to be bound by the language of the Agreement of Sale and the bid documents, but references were made “except as modified or as amended.” He stated the specifications also indicated that the Agreement of Sale and the language related to that had to be included as a Deed Restriction when the conveyance took place, and the reference “except as amended” was included.

Mr. Garton stated there was also in the bid an obligation to acknowledge compliance with the Deed of the Façade Easement, and again there was a reference to “as amended.”

Mr. Garton stated the Agreement of Sale set forth certain Conditions and those Conditions have also been modified by the Applicant. Mr. Garton stated the Applicant has removed the reference to the bank barn from the Façade Easement, the language “demolish, dismantle, and remodel” as it relates to the bank barn, and also changed the language with respect to revisions of Sub Section E, Paragraph 15 which discusses the fact that no modifications to the barn or the house could be made in violation of the Façade Easement without the concurrence of the Township; and any changes need to have the concurrence of the Township. Mr. Garton stated the Applicant has also made modification to the Façade Easement by limiting it to a certain one of the frontages as opposed to the entire structure. In addition, the Applicant would like to use something besides the Department of the Interior Guidelines, and the reference to the bidder reimbursing the Township for its costs of any changes to the Façade Easement.

Mr. Garton stated they also talked about the method and manner of which materials would be used to make repairs to the façade as language had been included by the Township that it had to be the original materials; and this has been modified by the Applicant.

Mr. Garton stated aside from those issues, the bid met the specifications as far as non collusion and the ability to have money available to do the work.

Mr. Stainthorpe stated the major departure seems to be the Façade Easement, and Mr. Garton agreed that the major departure has to do with the language of the Façade Easement and the Agreements that relate to that as far as the bank barn and certain of the materials and the various facades that are affected on the house. Mr. Stainthorpe stated the barn is of significant historic importance.

Ms. Tyler stated the Bid as submitted also relieved the bidder from Township oversight, and Mr. Garton agreed that he indicated they would no longer need the Township approval on the modifications for anything covered by the Façade Easement.

Mr. Edward Murphy, attorney, was present with Dr. Amy Bentz and Dr. Brad Holmstein, husband of Dr. Bentz. Mr. Murphy stated they are the owners of the limited liability company that submitted the bid. Mr. Murphy stated Dr. Holmstein is a small animal vet, and Dr. Bentz is an equine internist and would be the principal operator of the facility if they were to move forward. Mr. Murphy stated the bid that was submitted on July 11 did make certain modifications to the Façade Easement. Mr. Murphy stated over a year ago the Township recorded a Façade Easement in anticipation of the sale when the bid was first publicized. Mr. Murphy stated no bids were received at that time. Mr. Murphy stated that Façade Easement prohibited any modifications to the bank barn. Mr. Murphy stated the principal modifications that the doctors have made have been to the provisions of the Façade Easement as it applies only to the bank barn.

Mr. Murphy stated in the packet that was included in the bid submission by the doctors, there is a narrative provided by their consulting architect, John Milnor, who highlighted some of the issues and also provided photographs noting the structure of the house and the barn. Mr. Murphy stated the barn, absent immediate intervention, is in jeopardy of collapsing. He stated there is significant structural instability throughout, and the largest area where there is a problem is the west wing of the barn which is the piece of the barn which is closest to I-95 looking at it from Mirror Lake Road. Mr. Murphy stated one of the issues they covered in their suggested modifications to the Façade Easement would be authorization, if necessary, to remove that west wing because of the structural instability. He stated this is not what the doctors would intend or prefer to do, and they would prefer to try to salvage it because their intention is to make the bank barn a working barn. He stated the expectation would be that the barn would be used to store hay and other materials associated with the operation of the equine hospital. Mr. Murphy stated they proposed that flexibility be provided to make the barn more accessible from the north side and the south side – not the side facing Mirror Lake Road. He stated in this way they could enter the barn easier. Mr. Murphy stated they have also included some language that, if required, there may be other structural issues for the barn aside from the west wing; and to the extent that those would have to be repaired over time, those repairs to the foundation may require some needed modifications to the Façade. He stated it is only in those limited instances that they would propose to change it.

Mr. Murphy stated with regard to the materials, they have adopted other language in the Façade Easement that stated that as they make the improvements to the windows, doors, etc. that they would be permitted to use duplicative materials of a similar character and nature, and not necessarily the same materials to reflect the need to make some modern adaptations to the north and south facades of the barn for access purposes.

Mr. Stainthorpe asked what they mean by “duplicative” materials; and Mr. Murphy stated the language indicates that they would have to use exactly the same materials if there are going to be any changes. He stated some of those materials may no longer be available. He stated if it were practical to use the same materials, they would; but they

wanted to have some flexibility. He stated if it is an issue that they need to review with the Board, they would be willing to do this. He stated the doctors would not have gone to the lengths they have gone to by retaining John Milnor who is a well-known, well-respected historic and restoration architect if their intention was not to keep the spirit, intent, and flavor of what is existing in concert with their intentions. Mr. Murphy stated there is a requirement in the documents to follow the Secretary of the Interior Standards, but noted the Township did not follow those requirements when they made their repairs over the years to the homestead. Mr. Murphy stated those Standards are incapable of any type of objective understanding according to Mr. Milnor who strongly recommended that they not use them as the standard.

Mr. Benedetto stated he understood that the barn was in better shape than the house so he feels it is unusual that the Façade Easement would remain on the house but not on the barn. Dr. Holmstein stated when you look at the barn, you can see walls leaning and instead of structural beams there are railroad ties supporting parts of the barn. He stated the foundation of the house is stable although there are cosmetic and roof issues. He stated there are major structural issues with the barn. Mr. Benedetto stated in his report, Mr. Milnor indicated that overall the house is in poor to fair condition, but the bank barn is in fair to good condition. Dr. Bentz stated the Township has done a lot of work on the bank barn so the main part of the barn is in decent shape, but the problem is the long-term foundation; and what Mr. Milnor advised her was that the barn, absent work, is in long-term jeopardy and will fall down. Mr. Benedetto stated the work they are going to do on the house is much more extensive than any work they would do in the barn which would be a storage area. Dr. Holmstein stated nobody wants to lose the asset of the barn as they all love the barn and the way it looks; but they cannot jeopardize having the barn collapse because they did not shore up the foundation. He stated the Township has done a lot of work on the barn siding and the roof, but there is a structural issue with the foundation. He stated if the structural work is not done, all the work the Township did will have been for naught. Dr. Holmstein stated with regard to the house although there is a lot of work to be done, the foundation is stable. He stated the barn is more structural and less cosmetic, and the house is much more cosmetic.

Ms. Tyler stated the Façade Easement speaks to the exterior and what is seen by the public. She stated if there are structural issues they must fix, she questions why those structural issues would affect the façade of the building. Dr. Holmstein stated in order to make some of the structural issues required such as putting in a steel beam it would require numerous approvals; and the recommendations are extremely expensive. He stated with regard to the house, one of the requirements was to use slate, but the Township put on a shingle roof since very few people could afford to put on a slate roof. He stated they need flexibility in order to save the barn. He stated the way bank barns are built there is a structural flaw as they were built with a massive amount of dirt pushed up against the foundation, but over time this shifts and this is probably why the barn has more foundation issues than the house does.

Ms. Tyler asked Mr. Garton if the Façade Easement speaks to structural issues, and Mr. Garton stated it is anything that is visible outside of the structure. He added that it does discuss in the course of the documents that renovations, etc. need the Board's approval. Ms. Tyler stated her concern with the modifications made by the bidder was that they have struck Township oversight. Mr. Murphy disagreed; and stated he feels they have provided significant information to the Board as they included the narrative with photographs and suggestions of what they will do and what it will look like when they are done. He feels this should suffice rather than the bidders having to go through months of reviews by the different Boards and Commissions in the Township. He stated the Board has struck a very significant financial bargain in the documents where they are requiring the posting of half a million dollars to ensure that certain things will be done within a very limited timeframe once the approvals are received. He stated the applicants' concern is that time will be used up in going through what they view as needless reviews when they have already provided the blueprint of exactly what they want to do and how they will do it. He stated this was the rationale for suggesting that if the Board accepts the bid and accepts as part of the bid the Milnor narrative, this should be sufficient for the Board to feel comfortable that they will be good stewards of the property as they go forward; and they will do what the bid documents expect them to do which is to undertake significant renovations within eighteen months of closing on purchase of the property.

Mr. Garton asked what would happen in ten years. He stated while the Board may accept the narrative, there is concern that someone else could come in to buy the property in the future. He stated they need to have the protection of the necessary language in the Façade Easement to protect the property in perpetuity. Mr. Murphy stated they are trying to have a balance recognizing that it is not easy to go through the Township to get approvals for what they want to do. He stated they need to try to balance practicality against the demands that the Township has placed upon the successful bidder to move the process along and repair and restore the property.

Mr. Garton stated conceptually the Board could agree that they would permit them to restore the property consistent with the narrative; but following the completion of the restoration, the remaining terms and conditions of the Façade Easement remain in full force and effect and become a restriction on the property. Dr. Bentz stated Mr. Milnor specifically advised her that the Façade Easement was too restrictive, and he deals with many historical properties.

Ms. Tyler stated she is concerned that there would no longer be a Façade Easement, and Dr. Bentz stated this would only be for the barn. Mr. Murphy stated with regard to the house, it would remain in full force. Ms. Tyler stated she understood that Township oversight was struck on the house as well. Mr. McLaughlin stated Section 3A was struck. Mr. McLaughlin stated with this removed, there would not really be a Façade Easement. Mr. Murphy stated Dr. Bentz' letter that responded to Mr. Garton's comments

indicated that the modification they made to the Façade Easement is limited to the bank barn; and they are looking to make it clear that the western wing of the bank barn could be removed, that certain modifications might be permissible to the north and south facades, but the east side façade facing Mirror Lake would remain unless structural repairs are necessary. He stated this is the only change they would propose to make to the Façade Easement. Mr. Murphy stated the letter would supersede.

Ms. Tyler stated the letter does not speak to Paragraphs 3A and C and speaks specifically and only to the bank barn; and Mr. Murphy agreed that it was intended to only speak to the bank barn because they were comfortable with the balance of the Façade Easement as already recorded.

Mr. Benedetto stated they will have to go before the Zoning Hearing Board, and Mr. Murphy stated the Agreement of Sale in the bid documents specifically requires the normal Township processes regarding Zoning and Land Development to be followed so the expectation would be that they would initially have to make an Application to the Zoning Hearing Board to get permission for the equine hospital; and assuming that relief would ultimately be approved, they would then follow the normal Land Development review process and submit Plans as would any other Applicant.

Mr. Benedetto noted Page 10 and stated the words, “demolish, dismantle, and remodel” were struck but they left in “neglect or destroy.” Dr. Bentz stated they do not plan to neglect or destroy the property as it is a beautiful, historic site. She stated they do need flexibility, and they would like to make it more energy efficient. She stated they would like to use new materials, and Mr. Milnor will be guiding this process. She stated they need a way to insulate the house and will probably have to insulate it from inside. Mr. Benedetto stated it may be a question of semantics. Mr. Murphy stated they are trying to provide some certainty to the process for both the Township and the purchasers as they embark on this project which requires a lot of “financial courage.”

Mr. McLaughlin noted Page 10 of the modified Agreement Point E which was struck. Mr. McLaughlin asked what this would do if it were struck, and Mr. Garton stated this would require the Township to amend the Deed of the Façade Easement and file an Amended and Revised Façade Easement so as to take that requirement out of the Façade Easement. He stated the Board may find that they are in favor of the narrative, but they must consider what will happen going forward. He stated he is not sure that they can eliminate that language from the Façade Easement because it would then mean that the Façade Easement would have no “teeth” or preventive language.

Mr. Stainthorpe asked about the timing requirements, and Mr. Garton stated they should take action shortly; but he feels the bidders may be willing to continue discussions. He stated he feels they need to review the changes to the documents and consider what has been indicated in the letter from the bidders and the discussions this evening. He stated

they should consider the issue of the Department of the Interior standards, the western end of the barn, etc, and then make sure that there is a document that reflects a bid that is consistent with the modifications. Mr. Stainthorpe stated he does not feel they have an actionable document to vote on tonight and further discussion between the lawyers is required. Mr. Garton stated he feels the Board of Supervisors should consider what has been discussed and they could then provide a list of questions they have to decide and to consider the modifications.

Dr. Bentz stated she has spent thousands of dollars already on the property even though she does not own it and had a graphic artist provide a color rendition of what the house would look like. She stated her concern is that they have the John Milnor narrative and they know what they want to do, but someone will then state they indicated they would not make any changes to the house; and she feels the John Milnor narrative shows exactly what they are planning on doing. She stated she wants to be clear with what they want to do and is concerned that once they proceed as the successful bidder, in a year someone will say they cannot do it because in the signed document it does not permit them to remove something.

Mr. McLaughlin stated he is concerned with Point 15E in the Façade Easement, and the elimination of 3A and 3C. He stated he does not want to put on onerous restrictions, but he feels the Township has to have some oversight and some ability to agree or disagree with what they are doing. He stated the Township wants to have the property improved, and he feels they need to have some kind of Township oversight. Dr. Bentz stated they are not getting rid of the whole Façade Easement, and the only part she crossed out was specifically for the bank barn.

Mr. Murphy stated if the consensus of the Board is that the Façade Easement as recorded is going to be the controlling document, he feels the Board should reject the bid now since absent some flexibility, the doctors are not going to be able to move forward as all of their consultants have recommended that they not move forward.

Mr. McLaughlin asked what would happen if the property were sold in the future. He stated he is concerned that someone in the future may not have the same intentions that Dr. Bentz does. Mr. Murphy stated he agrees, and they indicated in the September 4 letter that they would propose to modify the Façade Easement to have specific reference as proposed to the barn, and everything else could stay.

Ms. Tyler stated the Façade Easement speaks to the exterior of the barn and does not prohibit or slow them down from doing structural issues inside to keep the support.

Dr. Holmstein asked where this would end since they would see the foundation and would therefore have to come to meetings to decide on stone, mortar, etc.

Mr. McLaughlin stated maybe they could carve this out. Dr. Holmstein stated they would like to come to an agreement where they could trust each other and not have to

argue every single minutia as this will not work financially. Ms. Tyler stated it is not a matter of trust, but is about legal documents reflecting the intent of the Parties.

Dr. Holmstein stated their concern is that it includes requiring the standards of the Department of the Interior that all of their specialists have advised against.

Mr. Murphy stated they are concerned about the Façade Easement as it has been recorded because it indicates they cannot do anything beyond what is at the property today and that is not workable for the doctors. Dr. Holmstein stated they would need more general terms such as using products “similar.” Mr. McLaughlin stated possibly they could have a compromise including other language but take out the requirement to adhere to the Department of Interior Standards, and Dr. Holmstein stated they would like a compromise so that they have flexibility using similar materials. Mr. McLaughlin stated he wants to make sure that they are aware of the Board’s concerns. He suggested they carve out wording about the foundation so that they would be able to work on the foundation; however, they want the exterior to be preserved. Dr. Bentz stated they would agree with this; however, with regard to the bank barn, the doors on the north side are extremely hard to open and close, and she would prefer to put on new doors but the way the Façade Easement is written, they could not do this.

Mr. Garton stated the Façade Easement was already Recorded when they did the prior bid and may not reflect some of the flexibility the current Board may have considered.

Mr. McLaughlin stated he does not feel the Façade Easement prohibits them from replacing the doors as long as they were duplicative. Dr. Holmstein stated when the barn was originally built, he does not feel it had a sliding door and probably had hinged doors which swung out. He stated farmers routinely modify their buildings and go with what is current for the time. Mr. Garton noted Section 3C which indicates “the grantor shall not cause, permit, or suffer the removal, replacement, relocation, or alteration of any of the current building elements from the facades without the prior written permission of the grantee.” Mr. Garton stated they would therefore not be able to do anything without the Township’s permission. Ms. Tyler stated this would be correct except when the removal, replacement, relocation, or alteration of these elements is required because of imminent danger to the building which would cover the bank barn. Mr. Murphy disagreed with Ms. Tyler’s interpretation.

Mr. Garton stated he feels it is clear from the conversation that they need to have a better set of documents for the Board to look at to memorialize the conversations, the letters, and also to include a list of questions and responses that could be used to get to a point where they have something that is acceptable to the Township to award the bid and which the Applicants can accept.

Mr. Benedetto stated the bid cover sheet indicates that the bid is a firm offer and may not be withdrawn or modified during the period of sixty days after July 11. Mr. Garton stated the Parties can agree to extend the bid period.

Ms. Tyler stated another point that was stricken from the Façade Easement that would need to be addressed is the striking on the limitation on new structures. She stated she understands, they may not want to be compliant with the Department of the Interior; and Mr. Murphy stated they are only proposing that the doctors be able to build their home on the property. Ms. Tyler stated the structure was supposed to be consistent with the property, and that part was stricken. Mr. Murphy stated this was because it was part of the narrative that they submitted including elevations of the suggested home that they would build there so the Board would have an opportunity to look at it and make comments. Mr. Garton stated the narrative however is not part of the Agreement, and Mr. Murphy stated they would be happy to make it part of the Agreement.

Mr. Garton asked if the Applicant was agreeable to extending the bid period for an extra sixty days, and Mr. Murphy stated they are.

Mr. McLaughlin moved and Ms. Tyler seconded to extend the bid period for sixty days.

Ms. Donna Doan stated she does not feel this is a good fit for our community, and they should end this now. She stated they will end up with a Commercial complex that is not suitable for the Farm. She stated the farmers need the access to get in and out of the Farm, and she does not feel it is appropriate to sell off the access. She stated she is tired of the demolition by neglect in Woodside and on the Patterson Farm. She stated she has a plan that would benefit the community. She stated they have the opportunity to get the Conservation Easement and get \$2 million, and she would be willing to head up the project to restore the buildings. She stated the Township could vacate the Subdivision or they could keep the Subdivision and give the property to the Patterson Farm Land Trust that would take over the maintenance. She stated there is already a 501C3 set up in the Township. She stated she feels the Township residents would get behind an effort to preserve this. She noted other historic properties in surrounding areas which were adopted by their communities. She stated she does not feel they need to spend the kind of money that has been quoted given the talented people in the Township including carpenters, painters, stone masons, etc. She stated the estimates were for workmen to come and do the project so that someone could come in and occupy the house, but she does not think this is necessary. She stated the painter who worked for the Pattersons would love to come in and paint the outside which would satisfy the community. She stated her family has been on the Patterson Farm since 1917. She stated there are people present this evening who have done wonderful restoration work on their homes. She stated they should not sell off the property and it should stay with the Farm. She stated the barn can be maintained and added that she has a barn up State that was so bad she could not get insurance on it, and she had an Amish group come in fix it and the cost was not anywhere near the costs they have been told by the Township. Ms. Doan stated there is also the Act 319 issue, and the Farm should not be subdivided in the way that it is according to Act 319 and according to the Agreement of Sale with the Pattersons.

Ms. Helen Heinz, Historic Commission, stated the Historic Commission was totally cut out of any kind of oversight for the house. She stated she spent years researching this property, and she is upset to hear this narrative which has a lot of misconceptions.

Ms. Heinz stated she feels that since the bid has “cross-outs” and changes, it would be unfair to other people in the Township, if they do not re-bid the project. She stated if they intend to do it, they need to be fair and above board, and offer it to everyone else who wanted to bid on this project with the same conditions that they are now offering to the doctors. She asked if they posted the \$1 million bond; and Mr. Garton stated they do not have to post it until the bid is awarded and an Agreement of Sale executed. He stated they did post the bid bond. Mr. Garton also noted they do not have to post a \$1 million bond, but they have to provide evidence of a \$500,000 financial commitment. Ms. Heinz stated this would be a mortgage commitment so anyone could have gotten that.

Mr. Garton stated it is a letter of credit. He stated they have a letter from a bank saying that the bank will provide them with a letter of credit for that amount. Ms. Heinz stated this is a mortgage, and Mr. Garton stated it is not a mortgage – it is a letter of credit in favor of the Township to guarantee the restoration work. Ms. Heinz stated that would be paid for by a mortgage somewhere, and Mr. Garton stated he assumes they are pledging assets as collateral for the issuance of the letter of credit. Ms. Heinz stated a bond was not posted up front, and Mr. Garton stated it did not have to be posted up front.

Ms. Heinz stated what she understood from the bid documents was that someone had to post it up front, and that was why people were not bidding. Mr. Garton stated they had to post 10% of the bid bond.

Ms. Heinz expressed concern that they are taking off the historic nomination and the Department of Interior Standards, which the Township did comply with when they did the restoration to the front porch. She stated the Township did not replace the slate roof because the roof was not slate on that section of the house, and they replaced it with exactly what was up there which was according to the Department of Interior Standards; and they replaced in-kind the wood. She stated she had no problem with maintaining the Standards, and that is what should be done with that house because it is eligible for the National Register. Ms. Heinz asked why they would lower this because they want someone special to buy it. She stated if there is a historic house that is eligible for the National Register, the National Interior Standards go with it. She stated if they are going to take those off, they have to re-bid the entire thing saying there is no Façade Easement, and there are no National Standards; and she guaranteed the Township would get more than \$255,000.

Mr. Koopersmith stated no one is going to give them a half million dollars for the property. He stated the Board has two choices – they can sell it to the doctors for \$255,000 or they should take it off the market and renovate it except that the Township does not have any money.

Mr. Dave Miller, 1648 Yardley-Langhorne Road, stated his home is on the southeast corner of the Farm. He reviewed the history of his home. Mr. Miller stated a statement was made that they do not want to go through months and months of approvals; but in the Historic District, they are governed by strict rules of what they can do with their house and the outbuildings. He stated forty-three years ago when he purchased the house, they needed architectural advice; and they hired John Milnor at that time, and he would not question his credentials. Mr. Miller stated when they wanted to do work on their home, they had to follow the Township procedures; and it did take several months to get approvals. He stated if you are going to buy a historic house, you have to be prepared to do this as it takes time and money to restore a historic project.

Mr. Miller asked if it is correct that the Board does not have to accept the bid, Mr. Garton agreed. Mr. Miller stated when the Township first discussed selling the Satterthwaite House, he was pleased because he felt someone would fix it up; but over the past four to five years the whole scope has changed dramatically and now it is five acres of land and the outbuildings. He stated they are also talking about leasing additional land for the horses to graze on. He stated they are well beyond the five acres that was originally discussed.

Mr. Miller asked the appraised value of the five acres when the Board put this up for bid, and Mr. Fedorchak stated he recalls it was \$260,000 for the five acres. Mr. Miller asked who appraised it, and Mr. Fedorchak stated it was a real estate appraiser. Mr. Miller stated his own property was appraised in 1991. He stated they have one tax parcel where the house is and the other tax parcel is vacant and is an acre and a quarter of land. He stated in 1991 it was appraised for \$125,000 so if you equate this to five acres it would be a half million dollars and that was twenty years ago. Mr. McLaughlin noted the condition of the house, and Mr. Miller stated he is only talking about the land. Mr. McLaughlin stated this land has a historic structure on it that is in bad shape. Mr. Miller stated he questions the appraisal, and he feels the value of the land is worth much more. He stated when you include the lease availability of more land around it, you are talking about a lot more money. He stated he feels they are giving away the Farm. Mr. Miller stated the original idea was to get the house fixed up, but it has gone far beyond this. He stated he feels there must be five acres of land somewhere else where the doctors can do all that they want to do on it without this aggravation and without the community resentment to what they want to do. He asked that the doctors walk away from this since they have indicated that they do not want to invest any more money.

Dr. Holmstein stated they did not state that they did not want to invest any more money, and they have indicated that they love the house and barn. He stated his wife grew up in the area, and they are tied to the community. He stated they want the property and love what they do with their careers. He stated they love fixing up houses, and this would be a challenge; but they have never indicated that they do not want to put money into this property.

Mr. Miller stated he is asking the doctors to walk away from this, and he is asking the Board not to accept the bid and let the residents get on with some of the suggestions that have been made by so many people who are invested emotionally in this property.

Ms. Virginia Torbert, 1700 Yardley-Newtown Road, stated she lives directly across the street from the property. Ms. Torbert stated she is sympathetic to this project, but she is hearing that this bid reflects a desire to modernize the Farm. She stated a house of this size and five acres in Lower Makefield for \$255,000 is “incredibly cheap.” She stated there are only two buildings that they are being asked to keep the facades looking the same and those are the house and the bank barn, and they can level everything else. Ms. Torbert stated she is hearing that even just doing that is too much. She stated they can also build another house. She stated she does understand that the house will require a lot of money, but she feels the main impetus is not restoring the house; but it is to build an equine hospital, and the Farm is going to have to pay for this.

Mr. McLaughlin stated there is a requirement for them to renovate the house, and Mr. Garton agreed. Ms. Torbert stated what she meant was that there are only two structures that they are being asked to restore; and she recognizes that the house presents a lot of work and difficulty; but what she meant was that they can level all the other buildings, and they can build another house. She stated she understands that they are willing to make renovations; but she is concerned that the only thing that is really going to keep it looking like it looks are the facades, and they do not want the Township to oversee this. Mr. Murphy stated this is incorrect, and this is not what was said. Mr. Benedetto stated they struck the barn.

Ms. Torbert stated she feels this is a huge commercial operation, and she feels whatever is built initially will be expanded and they will need land to graze the horses. She stated she does not feel it will look the way it looks now. Ms. Torbert stated the barn has managed to hold hay for hundreds of years, and it now has a new roof; and they are saying it cannot hold hay and will need tremendous structural work. Mr. McLaughlin stated they did not say it could not hold hay. He stated they have provided pictures and have indicated they have concerns based on comments made by experts they have paid to come out and who have indicated that the foundation is bad. He stated the pictures provided show that the foundation is bad. He stated they are being told that it needs to be fixed for safety. Ms. Torbert stated she feels they should get a second opinion. Mr. McLaughlin stated the pictures show that there is a crack in the foundation. Ms. Torbert stated she feels the requirements are minimal, and the fact that they do not want to follow the Façade Easement is disturbing. Mr. McLaughlin stated the Board has told them that they are uncomfortable with that.

Mr. Benedetto stated he feels Ms. Torbert is correct that this huge commercial operation will irrevocably change Patterson Farm. He stated they will have a 2,200 square foot residence, a parking lot with lighting with fourteen spaces, and a hospital that is over 10,000 square feet according to the document that was provided by the Applicants. Mr. Murphy stated they did not indicate that they will have lights. Mr. Benedetto stated it indicates in the document that they have the ability to go before the Zoning Hearing Board and ask for an exception to get parking and lighting. Mr. Stainthorpe stated any citizen can go before the Zoning Hearing Board. Mr. Benedetto stated there are three different future hospital expansions – one for 3,800 square feet, the next 3,000 square feet, and initial hospital is 1,800 square feet. He stated they also discuss changing impervious surface potentially to 28%.

Mr. Murphy stated there have been two cycles of bids, and they are the only ones who had the financial courage to come before the Board and suggest that the property can be used effectively and returned to its original roots as a working farm.

Ms. Torbert stated she does not see how they could possibly salvage this bid, and she feels it would be better to review the bid and prepare another bid. She stated she does not feel it is too much to ask to preserve the facades on the two buildings.

Ms. Doan stated according to the Township Manager, they will be applying for the Conservation Easement in October; and the Township could see \$2 million in income coming in early next year. She stated she has discussed this with Rich Harvey at the Farmland Preservation Board, and the quality of the soil and the size of the parcel will move the Patterson Farm to the top of the list for funding. Ms. Doan stated there is also evidence that the Satterthwaite House is the oldest frame built house in the Township, and it is eligible for the Historic Register; and she would be willing to pursue grants and other funding to make sure that the house is restored appropriately. She stated it could be a residence or used for public meetings. She stated her concern is that the Artists of Yardley have made a home in the Pattersons' side of the Farm, and they need to make sure that there is a home for a farmer because you are at a disadvantage if you cannot have a residence on the farm. She stated she would prefer to keep the Farm in crops that will feed the community.

Mr. Sam Stewart stated if they are selling this for \$235,000, they will be giving up the right-of-way for the Township trucks as well as himself, since he currently farms it, or any other farmer that is in the area. He stated he does not feel the Chief of Police would want a tractor-trailer sitting on Newtown Pike being filled with produce. He stated this is the only road going in that can handle his trucks and Township trucks. He stated he does not feel that Dr. Bentz will allow him to use her driveway for his tractor-trailer. He stated they do have the Patterson driveway, but he cannot get his tractor-trailer up that driveway. He stated the Pattersons built this driveway, and it can only carry cars as there is no base underneath.

Mr. Stainthorpe asked Mr. Stewart what he is currently growing on the Farm; and Mr. Stewart stated he grows sweet corn, tomatoes, peppers, pumpkins, field corn, soy beans, and straw that they winter over. He stated he tries to grow all the vegetables for his stand, and he goes into Philadelphia with the overflow and to grocery stores. He stated all the seconds are taken to Trenton to the shelter. Mr. Stewart stated if they build the leaf pile where it is proposed, there will be a problem. He stated they will be losing a right-of-way to the Farm that is safe to get in and out of.

Mr. Tristram Heinz, 532 Stony Hill Road, stated in March he indicated that things are getting worse with respect to this Farm and with respect to several other of the Township properties. He stated this is a newly-constituted Board as of January, and part of the responsibility lies with the prior Boards; but this Board now has the opportunity and responsibility to correct those prior, poorly-formulated policies. He stated they still do not have an overall plan for this Farm per the Stakeholders Report. He stated he does not feel the Stakeholders Report goes far enough, and not only should there be a plan for what to do with this Farm, they should have a plan as to what to do with all the Township-owned properties and buildings. He stated they should have a unified plan to do what needs to be done with all those facilities, and this has never been done. He stated the Planning Commission might be partly responsible for this; but someone needs to put together a plan to determine what to do with this farm, the Golf Course, Farmland Preservation lands once the farmers are no longer farming it, the out parcels such as the Ragan parcel that they are considering buying tonight, all the drainage basins, and the bike paths.

He stated this has not been done. He stated there are eleven Township Parks, but most of them are under used. He stated the other properties are mismanaged or falling apart including the Municipal Building which is not being properly maintained. He urged the Board to put together a plan either on its own or using a Sub-Committee, the Planning Commission, or Park & Rec. He stated they should have jurisdiction over all the Township properties and all the Township buildings including the Golf Course house, Patterson Farm, and the Five Mile Woods.

Mr. Heinz stated the Board has been discussing the sale of the Satterthwaite for over two years. He stated there are legal concerns since not only the neighbors but other taxpayers have the opportunity to pursue legal avenues if the Board wastes Township assets and if the Board chooses to accept a non-conforming bid when other people may have been able to bid given the changes that the doctors are suggesting. Mr. Heinz stated he knows of at least two other people that, had the \$500,000 letter of credit not been a condition of the bid, would have been happy to pay upwards of \$300,000 for this property.

Mr. Garton stated only one person picked up a bid package, and Mr. Heinz stated everyone else read it on-line. Mr. Heinz stated two people were easily going to offer \$300,000 for the property but had problems with other conditions in the bid documents such as the \$500,000 line of credit which is a huge stumbling block for most people.

Mr. Heinz stated a mortgage letter was insufficient for them to make a bid. He stated he had asked several times if a mortgage would have been enough, but no one knew. He stated with the requirements in the bid documents, this was not a fair bidding process; and this should be rejected.

Mr. Heinz stated there are also legal issues with respect to Mr. Stewart who currently has a two-year Lease on the Farm which he is sure he intends to renew. Mr. Heinz stated by selling off this piece, the Township is limiting Mr. Stewart's access to the Farm and limiting his ability to utilize his Lease. Mr. Heinz urged the Board to plan overall what they will do with the Farm so that they do not have problems. He stated they are also discussing writing into the bid documents potential Commercial uses, and he feels the neighbors will be concerned if the Board allows a Commercial use on Residential land. Mr. Heinz stated they are allowing Bright Farms, who does not have a valid Lease because they have already leased the land to someone else, to put in a Commercial use on Township Residential land. He stated they are also leasing off a section of the Farm that is unspecified and un-subdivided. He asked how they can rent a piece of a Farm. He stated Mr. Stewart is renting the entire Farm, and the doctors are talking about buying a portion of the Farm. He stated the Artists of Yardley are renting a house but not the land around it. He stated it is a different proposition to lease a piece of land that should be sub-divided if they are going to have a valid Lease. He stated these and other problems could have been avoided if the Boards' predecessors had put together a proper plan. He asked the Board to put together a proper plan.

Mr. Heinz stated Bright Farms should be contacted and advised immediately to cease activities on the Farm until further notice as they do not have a valid Lease since the land is already leased to somebody else. He stated the Bid being discussed this evening should be rejected as **non-conforming** and all current attempts to sell the Satterthwaite Parcel should be put on hold until a Master Plan is developed. He also suggested that the Board of Supervisors or its Committee develop an over-arching plan throughout the Township as to what to do with all the buildings and parcels in the Township so that they can properly plan for their future use. Mr. Heinz asked if the Board cares about the custodial trust they have been given by the taxpayers of the Township to properly care for their public assets and not waste them including budgets for future legal issues.

Mr. Arthur Cohn, 7906 Spruce Mill Drive, stated he does not feel they should "chase away" the doctors as they have the \$255,000 and are willing to put up the \$500,000; and he questions how many people would do that in this economy. He stated he feels they should sell the property to them.

Motion to extend the bid carried unanimously.

Mr. Benedetto stated he understands that they were going to update the Plan. Mr. Stainthorpe stated the Township has a Comprehensive Master Plan that is updated every ten years, and it was last done in 2003 so it would be ready to be updated next year. He stated typically they have the Planning Commission do this. He suggested Mr. Benedetto obtain a copy from Mr. Fedorchak if he does not already have one since they do address a lot of these issues being discussed in that. Mr. Stainthorpe stated the last time it was done the Lower Makefield Planning Commission headed it up, and they used the Bucks County Planning Commission and they actually did a citizen survey to get input from the residents.

APPROVAL OF EXTENSIONS – STEVEN BULLARD, TOWNSHIP RAILROAD PROPERTY, JENNINGS TRACT

Mr. Dobson moved, Mr. McLaughlin seconded and it was unanimously carried to grant the following Extensions:

Steven Bullard, 110 Ovington Road – December 6, 2012
Township Railroad Property - December 6, 2012
Jennings Tract, 2 McKinley Avenue – January 29, 2013

DISCUSSION AND MOVING FORWARD WITH PENSION CONSULTANT RFP

Mr. Fedorchak stated he finished a draft RFP which needs to be reviewed by the Township solicitor, and he would recommend that it then be put out to bid. He stated Act 44 is very specific about what the RFP should contain and how it should be advertised, and this is what Mr. Garton and he will be discussing. Mr. Fedorchak stated he feels the document could be put out to public in approximately one week or so and would recommend that it be available for at least a two-month period and be compliant with the advertising requirements. He feels the bid opening could then be before Thanksgiving.

Mr. McLaughlin asked how they are obligated with RFPs of this nature in terms of low cost. Mr. Garton stated for these services, they are not required to accept an Applicant to be the pension consultant based on the price. He stated the Board is to evaluate their qualifications, performance in other competitive arrangements, their volume of work, etc.

Mr. Benedetto asked the name of the current pension consultant and how long they have been the consultant for the Township. Mr. Fedorchak stated it is Glenmede, and they have been the pension consultant for at least the last six to seven years. Mr. Stainthorpe stated he feels it is closer to ten years.

Mr. Benedetto asked Mr. McLaughlin to expand on the e-mail he sent about the professional services. Mr. McLaughlin stated he serves on the Pension Committee which oversees the Uniform and the Non-Uniform Pension funds. He stated he felt that the current advisor was expensive for the value brought in terms of how they were doing in versus an unmanaged index; and he felt it would be beneficial to the Township and the Pension participants to look for a better service advisor. He stated he was not impressed with their presentation, and he felt that they were “going through the motions” as opposed to giving the Township a real sense of what they were doing for the Township.

Ms. Tyler moved and Mr. McLaughlin seconded to move forward with the Pension consultant RFP.

Mr. Koopersmith stated they should make sure that whoever they hire understands what the Township is facing with a 401K or a pension given the world economy.

Motion carried unanimously.

SUPERVISORS' REPORTS

Ms. Tyler stated the Artists of Yardley will hold Harvest Night on September 22 at 7:00 p.m. at the Patterson Farm; and all are invited to attend.

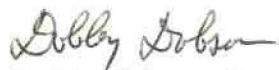
Mr. Stainthorpe stated there will be a ceremony at 7:00 p.m. on 9/11/12 at the Garden of Reflection, and most of the Supervisors will be participating and recognizing those who lost their lives.

APPOINTMENTS

Mr. Dobson moved, Mr. McLaughlin seconded and it was unanimously carried to appoint Sue Herman to the Citizens Traffic Commission, Cynthia Osofsky to Economic Development, and Gail Stringer to the Environmental Advisory Council.

There being no further business, Mr. McLaughlin moved, Mr. Dobson seconded and it was unanimously carried to adjourn the meeting at 10:05 p.m.

Respectfully Submitted,



Dobby Dobson, Secretary

