

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

The regular meeting of the Lower Makefield Farmland Preservation, Inc. (Farmland) Board of Directors (Board) was held remotely on March 19, 2024. Mr. Blank called the meeting to order at 6:00 p.m.

Those present:

Farmland Preservation, Inc.: Michael Blank, President
Dennis Steadman, Vice President
George Heinze, Secretary
Dan Bankoske, Treasurer

Absent: Sean Carney, Farmland Preservation, Inc. Member
Daniel Grenier, Supervisor Liaison

APPROVAL OF MINUTES: Mr. Heinze

Mr. Steadman moved, Mr. Bankoske seconded and it was unanimously carried to approve the Minutes of February 20, 2024 as written.

TREASURER'S REPORT: Mr. Bankoske

Income/Expenses for February, 2024 – An invoice was received from the Township to reimburse them for the materials for the fence and gate at Clearview and the access road. The fence is up but the gate is not yet up. The amount of the invoice is in the amount of \$541.73. Mr. Steadman stated the estimate was as much as \$1,000 which the Board had approved, and he thanked the Township for keeping it in the \$500 range. Mr. Bankoske stated this was not an itemized invoice so he is not sure if there is more to come. He stated since we have not yet seen the gate up, the cost of the gate may not be included in this invoice. Mr. Steadman stated what was discussed was a gate with a lock that can be opened with a key or a combination, but that has not yet been installed. He added that Mr. Fuller had also indicated that it may just be a chain and not a gate. Mr. Steadman stated whether it is a chain or a gate the double-access lock is an outstanding issue. He stated he will follow up with Mr. Fuller on the status of the gate/chain and lock.

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

Update on Attorney Review of Documents for Farmland Preservation, Inc. – A number of drafts were received by Mr. Bankoske including the Conflict of Interest Policy, Document Retention Policy, Investment Policy, and the By-Laws. The amendment to the Public Inspection Disclosure Policy and Procedures should be coming shortly. Mr. Bankoske will continue to review these and get comments back to the attorney, but at this point he does not feel that they are in a place that it makes sense for the Board to review. He will bring these back once they are ready for Board review to provide comments.

Mr. Blank stated he understood that the By-Laws were fully within the Board's control; however, Mr. Bankoske stated there a few sections of the By-Laws that cannot be modified without a Public Referendum. He stated he believes that has to do with the disposal or selling of land. The attorney is not changing any of the provisions that would require a Public Referendum.

Mr. Bankoske stated with regard to drafting the re-stating of the Bob Colavita Lease, he believes that he and Mr. Steadman need to discuss having the attorney provide some commentary. Mr. Steadman stated the Board will be discussing the Leases later on the Agenda.

Mr. Steadman stated with regard to reviewing the documents, he became aware of the Pennsylvania Association of Non-Profit Organizations; and any non-profit in Pennsylvania can become a member of this organization. He stated Pennsbury Manor has used that organization to review all of their By-Laws and documents. He stated he understands that it is a relatively free resource that we could turn to with questions regarding organizational operational issues. He stated while he is not suggesting changing anything that is being done at this time, as he learns more about that organization, if there is some applicability to Farmland Preservation as a non-profit, the Board could discuss this further. He stated he understands that it is a relatively free resource that we could turn to with questions regarding organizational operational issues.

COMMUNITY OUTREACH: Mr. Blank

At the last meeting Mr. Grenier stated that he would send Farmland's summary of its mission and operations to the township for inclusion in an upcoming LMT a draft of something Newsletter. He asked Ms. Tierney to reach out to Mr. Blank for this. Mr. Blank stated that he has a prepared summary ready to send to Ms. Tierney.

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

LEASES:

Colavita (exp. 2028) – Mr. Steadman – There were discussions with Bob Colavita. Mr. Steadman stated we are in agreement with all terms of the lease. The lease just expired and has been revised expanding it from seven acres to eight acres and extending the term. It will go from what was a five-year plus five-year lease to a ten-year lease. All of the standard language of the lease is unchanged. The lease was circulated to the Board for comment. Mr. Steadman stated he will send Mr. Colavita a red-line of the lease so he can see what has changed.

Mr. Steadman stated as a result of this, we need to modify the lease with Charlann Farms which expires 12/31/2029. He stated we are reducing their lease by one acre and therefore their rent is reduced by the appropriate amount. This can be done with a side letter which has been used previously for this kind of mid-term lease modification. This side letter was drafted and sent to the Board.

Assuming there are no comments tonight, Mr. Steadman will send the revised lease to Bob Colavita and the side letter to Charlann Farms; and he will copy the Board as well.

Mr. Bankoske stated he feels we should have further discussion about the escrow obligation and how that should be handled. Mr. Steadman stated there is an escrow obligation associated with the lease, which is unique relative to our other Leases because in this agricultural use, Colavita is growing Christmas trees, not harvesting annual crops. If that Lease with Colavita were to end, the fields would not be suitable for typical annual crop production because of the tree stumps and tree roots in the field. Mr. Steadman stated the escrow is there so that if and when that lease ends, the Colavitas would be responsible to return the property to its original state compatible with annual crop production. That would mean that any existing Christmas trees would have to be removed, and stumps would have to be ground down, etc. He stated he believes that it is obligatory in our By-Laws that for any Leaseholder, when the land is turned back, it needs to be returned in a compatible state for agriculture. Mr. Steadman stated with the other leases that is not an issue because they are planting annual crops.

Mr. Steadman stated the outstanding question is to determine an appropriate escrow amount. He stated the dollar amount in that escrow today was established ten years ago.

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

To this end, he has contacted Corcoran Landscaping to provide an estimate of what it would cost if one acre of a Christmas tree farm was turned back to us, and we had to hire a third party to return it to annual crop farming capability. He will follow up with Corcoran about this. The Board agreed to this as a way to establish the escrow.

Mr. Bankoske stated he feels the Board should discuss how to handle the escrow from a legal perspective in an Executive Session. He added he feels that should be discussed before the lease goes back to Mr. Colavita, and Mr. Steadman and the rest of the Board agreed. Mr. Steadman stated once he has the estimate from Matt Corcoran, the Board can meet in Executive Session. Mr. Bankoske stated Mr. Carney indicated that Mr. Colavita seemed open to whatever seemed reasonable. Mr. Steadman stated the Colavitas have been a wonderful tenant of Farmland Preservation, and they are very responsible, responsive, and flexible and cooperative.

Mr. Heinze asked since it will be a ten-year contract and we are getting an estimate from Mr. Corcoran this year, how do we deal with the potential inflation over the ten-year period so that it is clear that if the lease ends at any point up to that time, what the cost would be. Mr. Steadman stated his thought was to take the current 2024 estimate and inflate that by a compounding factor of 3% for a five-year period that would take effect today. He stated he did not want to make it complicated where the escrow itself actually inflates, but to have a future value in it of maybe five to six years to represent the time period a little more accurately. This was agreeable to the rest of the Board.

Strnad, Bee Keeping – Mr. Steadman – Mr. Strnad wants to renew the lease. The first lease was a three-year Lease as it was a trial. We believe this trial has been a success and the honeybee colonies have helped the pollinator population of Lower Makefield Township. Mr. Steadman stated he proposed a five-year Lease renewal to Mr. Strnad. Mr. Strnad is happy with the square footage that was provided to him on the Makefield Brook parcel, and he is happy with the Lease amount of \$10 a year. He may cut back the four beehives to two this year and rebuild it back to four over time. Mr. Steadman stated he is not proposing any changes to the lease.

Mr. Blank stated when he spoke to Mr. Strnad he told him to let the Board know if he needs any further support for his beehive operation. Mr. Blank added that Mr. Strnad advised him that he had not seen a revised lease. Mr. Steadman stated he had e-mailed him with the proposal which was the same terms for five years, but did not send him a full copy of the lease, and he will do that.

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

Bridle Estates (exp. 2024) – Mr. Heinze – Doug Wright has the Lease until the end of this season. His intention is to farm the crops up through Thanksgiving. He has been selling hay grown on the parcel to the Tanner family farm. Mr. Heinze stated he understands that the Stewarts might be interested in taking over this lease. Mr. Heinze asked since Mr. Wright will not be renewing the lease, is there a process for accepting bids and reaching out to different parties to see with whom the Board wants to lease.

Mr. Steadman stated Tim and Sam Stewart of Charlann Farms have expressed an explicit interest in leasing this parcel. He stated he and Mr. Carney told them that out of responsible management, Farmland also wants to hear from the Tanners if in fact they are interested; and if they are, what rent would they be proposing. Mr. Steadman stated we have had no contact with the Tanners nor have we solicited that. He stated he understands that Doug Wright was soliciting that on our behalf, and Mr. Heinze may want to follow up on with Mr. Wright. Mr. Steadman stated Mr. Wright is selling fifty acres that he has been farming, and he had also been farming his relative's property which is part of the adjacent horse farm. He understands that Mr. Wright was going to propose to the Tanners that they rent his fifty acres and his relative's adjoining parcel; and if the Tanners are going to rent all of that, it would be efficient if they rented our adjoining parcel as well.

Mr. Steadman stated he feels at some point there needs to be a discussion with the Tanners. He stated we know that the Stewarts are interested in this parcel, and they have been a great tenant; but in the spirit of proper diligence, we should explore it with the Tanners as well. Mr. Heinze stated when he returns the end of April/early May, he will put those feelers out.

Mr. Heinze stated he believes that Mr. Wright was growing hay, and he asked if we care what is planted there or as long as it is a bonified crop that meets our requirements, that would be fine. Mr. Blank stated he feels it is the latter. Mr. Steadman stated he agreed adding that we are the landlords and not the farmers trying to manage what is the proper crop to plant at any given year.

Mr. Blank stated he would be in favor of diversification, which is why he feels we should approach the Tanners. He stated he likes the idea of leaving it open and asking them as they would know how much Mr. Wright was paying and we should ask how much they would offer to lease the land from us. Mr. Blank stated we do not know if Mr. Wright has approached the Tanners about this. Mr. Steadman stated Mr. Heinze should discuss this with Mr. Wright, and Mr. Heinze agreed to

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

do so. He stated in early May the Board should start to move forward with discussions with the Tanners or anyone else who might be interested in farming the land.

Mr. Steadman stated he understands that Mr. Wright has proposed leasing his land to the Tanners for the 2025 crop year only since after that it is going to be developed; and he understands that a developer has purchased the land. Mr. Heinze stated that is his understanding as well. Mr. Steadman stated the planning, engineering, and approvals associated with the development will take time so the land will be available to be leased by a farmer in the 2025 season. He added that our preserved farmland should not be impacted by that, and our farmland can be leased in perpetuity. He stated we should keep in mind whether or not the Tanners will have an interest beyond 2025, as our interest certainly goes beyond that.

Heather Ridge (exp. 2024) – Mr. Blank – Mr. McGowan is interested in continuing the lease. Mr. Blank stated he suspects that it would be for five years as Mr. McGowan has not been in favor up to now in a longer Lease. Mr. Blank stated he has learned that Corcoran had not cut the limbs so that Mr. McGowan could come down and maintain the buffer that he had agreed to near the Heaney property. Mr. Blank stated Mr. McGowan feels that the acreage that we lease to him is too high a number, and he stated that he has a document from the U. S. Department of Agriculture that to him says that he is leasing fewer acres than stated in our lease. Mr. Blank stated he has asked that Mr. McGowan to send the Board this information for review. Mr. Blank stated the only outstanding issues for the lease are the acreage and the maintenance issue. Mr. Blank stated that Mr. McGowan indicated that he would be doing the grass cutting and he might ask for some compensation for that. Mr. Blank stated he will continue to discuss that with Mr. McGowan.

Mr. Blank stated Mr. McGowan has raised the issue of the acreage before. Mr. Steadman stated we should see what information Mr. McGowan has, and what we have is what is registered with the County as to the acreage. He stated the County does not have information as to what acreage is tillable versus wooded. Mr. Steadman stated he would like to look at the other leases and see if those Leases are based on tillable acreage versus aggregate acreage. Mr. Steadman stated he looked at Makefield Brook, and it is based on 22.5 acres which is the

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

tillable acreage, and the total acreage is 33.5 acres, so our acreage rates are based on tillable acreage. He stated Heather Ridge is listed as 58.2 acres total, and 47.4 acres tillable. He stated by the spreadsheet and the lease, Mr. McGowan's annual rent is \$2,607 which is \$55 per tillable acre. He stated he is not sure why he feels that his rent is on aggregate acreage versus tillable acreage.

Mr. Bankoske stated he believes that what Mr. McGowan has pointed out in the past is that the "little pocket by the one new house" is not actually tillable land, and Mr. Bankoske stated he feels that might be included. Mr. Steadman stated what we count as tillable is lawn around the Heaney property that is just cut grass close to the neighborhood that Mr. McGowan does not farm. Mr. Steadman stated he agrees that he should not be paying for those acres. Mr. Blank asked how we could estimate what that area is without a survey, and Mr. Steadman stated he feels it can be estimated from an aerial view.

Mr. Blank stated he will clarify with Mr. McGowan if that is the area that he is talking about.

PROPOSAL ON RENAMING OF PARCELS: Mr. Heinze, Mr. Carney

Mr. Heinze stated that Mr. Carney shared with him conversations he had with the Stewarts regarding how they refer to the parcels. There are ten Farmland parcels, and of the ten, four of them are referred to as the Board refers to them; and those are Stackhouse, Bridle Estates, Leedom, and Heather Ridge. For Clearview, the Stewarts refer to that as Radio Tower because it is by the radio towers. For Longshore, they refer to that as the Belden Farm, which Mr. Heinze believes goes back to a point when the Belden family farmed that property. For Bethel and Farmview I that is looked at as the Bond Farm. Mr. Heinze stated that if you look at the sign on Woodside, that is the Farm that is referred to that Realen did with their donation of the property. Mr. Heinze stated the Stewarts refer to Farmview II as Stackhouse II because that is across the street from Stackhouse. Mr. Blank stated it also has a sign from Realen that says Stackhouse. Mr. Heinze stated that was Stackhouse Farm on both sides of the roadway. Mr. Heinze stated they refer to Makefield Brook as The Nursery because at one point it was a tree farm nursery.

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

Mr. Heinze stated five of our current parcels would be re-named down to four parcels. He stated we would be combining Bethel and Farmview I into one reference point.

He stated this would result in nine parcels of which five would get new names and four would keep the existing names. Mr. Heinze stated if we refer to the parcels the same way that the Stewarts do, we would all know which parcel we were referring to.

Mr. Blank stated they would have to advise Mr. Corcoran of these changes. Mr. Steadman stated he believes that Corcoran had some of these same names, and he was more in line with the Stewarts than with our names. Mr. Heinze stated he and Mr. Carney felt that this made sense, it tied to what the Stewarts are doing, and ties to the history of where these farms came from originally.

Mr. Blank stated he thought he had heard the Stewarts refer to Clearview as the Black Farm and not Radio Tower, and Mr. Steadman agreed. Mr. Heinze stated that is correct as it was the Black family that farmed it years ago, but currently they refer to it as Radio Tower. Mr. Steadman stated the Township also refers to it as Radio Tower and not Clearview.

Mr. Heinze stated he and Mr. Carney felt that we should align with the Stewarts thinking. He added that this has nothing to do with legal documents, and it is more for reference points when we are talking with Corcoran or the Stewarts. The Board members were in favor of this. Mr. Blank asked Mr. Heinze if he could create a sheet showing this, and Mr. Heinze agreed to do so.

Mr. Steadman stated to the extent that this includes any kind of map showing what properties are ours, these new names should be a part of that. He stated that could be shared with Corcoran and the Township staff. Mr. Bankoske stated if a clean PDF of the existing map could be obtained from Mr. Majewski, he would edit the PDF. He stated once he does that he will send it to Mr. Carney to confirm that it is correct. Mr. Blank stated this could also be included in the Newsletter.

Mr. Steadman thanked Mr. Heinze and Mr. Carney for all the work they did on this.

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

FARMER REQUESTS

Driveway Gate on Leedom – Mr. Carney – Mr. Blank stated Mr. Carney advised that he is working on this, but it will be a slow process due to Permits because it is a State road. He has mapped it out as to where it should be and how long; and he is waiting for the Township to get back to him about the next steps.

Tree Limbing on Leedom – Mr. Carney – Mr. Blank stated Mr. Carney advised that will be on the winter list for 2024/2025 and will involve about one day of work.

FARMLAND PRESERVATION SIGNS: Mr. Blank

Haupt Sign, Longshore – The old sign has not yet been taken down, but Public Works has the new sign.

Bent FPI Post, Leedom – This has not yet been taken care of, but Mr. Fuller advised that it will be taken care of and they are working on road signage at this time.

NEXT STEPS ON NEIGHBORS' USE OF OR DUMPING ON OUR PROPERTIES

Heather Ridge (1546, 1500 Wexford Court) – Mr. Steadman – As noted previously Mr. Steadman will follow up on this in April or May. He did try to make contact in February, but did not get a response.

Heather Ridge (1475 Heather Ridge Drive) – Mr. Blank – Mr. Prior, the property owner, was left a note, and Mr. Blank spoke to him yesterday. He had thrown pumpkins on the Farmland property, and indicated that they were biodegradable; but he indicated that he has not thrown anything over the fence since he received the specific letter that was sent to him as well as the all-neighbors letter. Mr. Blank stated originally he had left a letter for them in an envelope taped to the glass panel next to their front door when there was no answer; and Mr. Prior asked that we not do that again as he felt it was an advertisement that no one was home since it was there for a few days. Mr. Prior has agreed to call the Board if he has any issues, and Mr. Blank has his cell phone number. Mr. Prior indicated that in the past he had cleaned the Farmland side; but now that he has received the letter, he will

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

no longer do that. Mr. Blank stated Mr. Prior also stated that one of the trees that is on the Farmland side which borders his property is dead/dying; and Mr. Blank advised him that we would look into that.

Farmview I (Bond Farm) (1630 Fairfield Road) – Mr. Corcoran was at the property and nothing has been thrown over from that property although that had occurred in the past. Mr. Blank stated he feels that the letters are beginning to have an effect.

Mr. Bankoske stated he feels Corcoran did a nice job on the Bond Farm (formerly known as Farmview I), and they did a good job of clean-up there. Mr. Blank agreed.

Mr. Blank stated he mistakingly went to a neighbor's house as he had the wrong address, and that neighbor advised what a good job she felt the Corcorans and the Board were doing. Mr. Steadman stated it is good to hear that the neighbors' letter is having an impact, and we need to remember the importance of good communication.

PUBLIC COMMENT: Mr. Blank

There was no one from the public wishing to make public comment at this time.

REVIEW OF ACTION ITEMS: Mr. Heinze

1. Mr. Steadman – Follow up on the status of the chain and lock for Clearview
2. Mr. Heinze – Follow up phone call with Doug Wright regarding the Lease of his property and any conversations he may or may not have had with Tanners and their interest
3. Mr. Blank – Confirm the acreage amount of Heather Ridge
4. Mr. Heinze – Put together a page for renaming the parcels
5. Mr. Blank – Reach out to get a PDF copy of the Farmland map so that as we start to rename the properties we can put them on the map
6. Mr. Blank – Set up an Executive Session on handling the escrow. Post-meeting note: Mr. Bankoske and Mr. Steadman discussed this further and felt that an Executive Session was unnecessary.

FARMLAND PRESERVATION, INC.
MINUTES – MARCH 19, 2024

7. Mr. Steadman – Forward the Lease to Mr. Strnad
8. Mr. Steadman – Follow up with Matt Corcoran on the escrow estimate for the Colavita Lease

There being no further business, Mr. Heinze moved, Mr. Steadman seconded and it was unanimously carried to adjourn the meeting at 7:00 p.m.

Respectfully Submitted,

George Heinze, Secretary

