

TOWNSHIP OF LOWER MAKEFIELD
BOARD OF SUPERVISORS
MINUTES – MAY 1, 2024

The regular meeting of the Board of Supervisors of the Township of Lower Makefield was held in the Municipal Building on May 1, 2024. Mr. Grenier called the meeting to order at 7:35 p.m. and called the Roll.

Those present:

Board of Supervisors: John B. Lewis, Chair
 Daniel Grenier, Vice Chair
 Suzanne Blundi, Secretary
 Matt Ross, Treasurer
 James McCartney, Supervisor

Others: David W. Kratzer, Jr., Township Manager
 Maureen Burke Carlton, Township Solicitor
 Isaac Kessler, Engineer
 Kenneth Coluzzi, Chief of Police

COMMUNITY ANNOUNCEMENTS

Mr. Grenier stated during this portion of the Agenda residents and youth organizations may call in to make a special announcement or contact the Township at admin@lmt.org to request a special announcement be added to the Agenda. There was no one wishing to make a special announcement at this time.

Mr. Grenier stated the Parks and Recreation Department is hiring for Summer Camp positions. To apply, please visit www.lmt.org

Mr. Grenier stated Registration for the Pool at LMT is open. To register, please visit www.lmt.org.

Mr. Grenier stated Lower Makefield Township is hosting a Red Cross Blood Drive on Friday, May 3, 2024 from 12:00 p.m. to 5:00 p.m. in the main meeting room at the Township Building, 1100 Edgewood Road, Yardley, PA 19067. To sign up or get more information log onto RedCrossBlood.org and enter Sponsor Code: LowerMakefield.

Mr. Grenier stated Lower Makefield Picklepalozza (pickleball event) has been rescheduled to May 11th 9:00 a.m. to 12:00 p.m. at Memorial Park. Registration is now reopened via CourtReserve. Those that previously registered do not need to re-register.

Mr. Grenier stated the Lower Makefield Yard Waste Drop-Off Site will be open on Saturday, May 18th between the hours of 7:00 a.m. and 3:00 p.m.

Ms. Blundi stated the Yardley Makefield Fire Company lost one of their members this weekend. She stated Chief Charles “Bubba” Schlosser passed away, and he had given many years of service to our Township and Morrisville; and she asked everyone to keep his family in their prayers.

PUBLIC COMMENT ON NON-AGENDA ITEMS

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

APPROVAL OF CONSENT AGENDA ITEMS

Mr. McCartney asked that Consent Agenda item 6.c – BOWMA Deer Management Proposal for 2024/2025 be removed from the Consent Agenda. Mr. Grenier stated this will be discussed following the approval of the remaining Consent Agenda items.

Mr. McCartney moved, Ms. Blundi seconded and it was unanimously carried to approve the following consent Agenda Items:

Approval of the Minutes for the April 17, 2024 Meeting

Approval of the Warrant List dated May 1, 2024 as attached to the Minutes

Authorize Change Order #2 in the Amount of -\$196,018.00 (credit to the Township) relating to the 2023 Road Program

Authorize Final Payment in the Amount of \$19,235.96 to

Earle Asphalt Company, Inc. Relating to the 2023 Road Program

Authorize the Purchase of a John Deer Z960M ZTrak Mower at a net cost of \$9,467.04 (\$3,000 trade allowance) from Robert E. Little, Inc. (Budgeted purchase; Budget allocation \$12,467.04)

APPROVAL OF BOWMA DEER MANAGEMENT PROPOSAL FOR 2024/2025 SEASON

Mr. Grenier stated part of the reason we wanted to remove this from the Consent Agenda was because there was concern expressed from some residents about some of the proposed areas.

Mr. Kratzer stated the Township has engaged in this program since 2009, and BOWMA (Big Oak White Tail Management Association) has been responsibly hunting Township-owned property since that time without incident consistent with the laws of the Commonwealth. Mr. Kratzer stated the members of the organization are required to be of a certain age, pass proficiency tests, undergo training administered by the Pennsylvania Game Commission for bowhunting, undergo background checks, and are individually insured.

Mr. Kratzer stated there was concern expressed by some residents last year with regard to one parcel, and this proposal does not have that parcel being hunted. The terms of the Agreement are consistent with the terms that existed in prior years.

Mr. McCartney moved, and Ms. Blundi seconded to approve the BOWMA Deer Management Proposal for 2024/2025 season.

Mr. Lewis stated he would be in favor of hunting that additional property, but in the interest of the residents' concerns, he will yield.

Ms. Blundi stated that to the extent that there is the availability to access some of the Farmland Preservation lands where there are not a sufficient number of hunters to have a productive hunt, she would ask that we reach out to BOWMA to see if they could hunt those lands. Mr. Grenier stated he understands that Farmland Preservation also works with BOWMA. Ms. Blundi stated she believes that there are some tracts on Woodside that typically are not hunted, and Mr. Grenier stated he will discuss that with Farmland Preservation. Mr. Kratzer stated, as noted in the proposal, BOWMA is willing to assist and supplement as needed.

Motion carried unanimously.

COMMUNITY DEVELOPMENT

Approval of Extension of Time for the Cleary and Timko Noyes Minor Subdivision Plan

Mr. Kratzer stated the Applicant has granted an additional Extension of time through June 30, 2024; however, they have requested that that Plan be placed on the Board's Agenda on June 5, 2024.

Mr. McCartney moved, Ms. Blundi seconded and it was unanimously carried to approve the Extension for the Cleary and Timko Noyes Minor Subdivision Plan to June 30, 2024.

Discussion Regarding Draft Wireless Facilities Ordinance

Mr. Kratzer stated the Township previously engaged the Cohen Law Group to work on an update of the Township's existing Wireless Facilities regulations to insure that they are consistent with applicable Federal Law and various Regulatory Orders from agencies having jurisdiction. Mr. Kratzer stated Joel Winston, attorney with Cohen Law Group, will be at the Board's meeting on May 15 to discuss the Ordinance in more detail. Mr. Kratzer stated the Board has been provided the draft Ordinance, an associated Fee Schedule, and an associated *design manual*; and he asked the Board to review those in preparation for the meeting on May 15.

Mr. Kratzer stated there are portions of the draft Ordinance that are highlighted that relate to policy decisions. He stated currently these facilities are only permitted within the Wireless Facilities Overlay District, and Mr. Winston will speak to the adequacy of that relative to the overall jurisdiction of the Township in terms of land area and the need to look at some expansion of that. He stated the other highlights relate to process-oriented items such as whether there should be a requirement to come before the Board for Conditional Use as opposed to going to the Zoning Hearing Board where a Special Exception would be heard. Mr. Winston will also discuss the developments that have occurred in this area of the Law. Mr. Kratzer asked that the Board send him any questions they may have prior to Mr. Winston coming before the Board, and he can send them to Mr. Winston.

ENGINEERS

General Project Updates

Mr. Kessler stated the Board had received in their packet the Engineer's Report. He stated a number of Grants are currently accepting Applications. He stated they are working with staff to submit by May 3 the DVRPC Grant that would request funding for the crossing of Taylorsville Road at the bottom of Woodside that would connect with the trail at the Joint Toll Bridge property. He stated the request is for the maximum, which is \$200,000.

Mr. Kessler stated with regard to the pole relocation work being done on Woodside Road, PECO has substantially completed putting in the new poles. He stated it will be confirmed this week that all their work is finished. He stated Verizon will then move their equipment from the old poles to the new poles, and Verizon will remove the old poles. He stated there is a meeting on May 9 with the contractor as it had always been planned that once the poles were removed, we would re-visit the work that needed to be addressed.

Mr. Kessler stated with regard to the Highland Drive Permit submission, it was identified by the DEP at the pre-Application meeting they wanted the GP5s (the Utility Re-Location Permits) to be packaged in with the Township Permits for the culvert replacement. He stated the GP5s are not exempt from the Permit Fees because they are utilities, and we are coordinating/waiting for PA American Water and PECO Gas to get their checks ready to put in the Application. The aim is to get the package in by next week, and DEP will then start their clock to review and hopefully approve on the first pass. Mr. Kessler stated the timeframe for DEP is 45 to 60 days for their typical review of those Permits, which would be mid-summer. He stated the plan is still to have the Bid package ready for when that approval comes in so that it can go out to public Bid and start the process to move toward an award.

Mr. Kessler stated a lot of the stormwater-related Grants are due at the end of May, and the MTF (Multimodal Fund) Grants are due early June. He stated the MS4 projects that we work on as a Township are packaged in a way that we could pursue some of these Grants, and that would be for projects in the future. He stated for the MTF, they are looking to move forward and pursue Grant funding for some of the work at Taylorsville including curbing/storm-water/sidewalk along Taylorsville going from the Maplevale Road area down to the Borough. He stated there is a zero match which makes it even more attractive.

Mr. Grenier stated with regard to the Woodside Road pole replacement, he asked the anticipated schedule to fix the “tripping hazards, etc.” Mr. Kessler stated they are waiting for the poles to be removed; and while he has spoken to Verizon, he does not know how long it will take them to remove the poles. Mr. Kessler stated as soon as that is done, hopefully the contractor can start on the work. He stated he will come back to the Township to discuss any proposed pricing the contractor will have for additional items that have been uncovered as the project has gone along.

Mr. Grenier asked Mr. Kratzer if we have a Municipal contact at Verizon, and Mr. Kratzer stated he can reach out to them if needed. Mr. Kessler stated the Verizon contact that he has talked to for the Highland Drive project with regard to the utility re-locations, confirmed that they can call him when PECO is done so they can get there as quickly as possible to complete the Verizon work.

Ms. Larissa Luzeckyj, 18 Maplevale Drive, asked if there is a maintenance schedule for everything that was cleared last year with regard to the streams in the area. She asked how often they are being checked, as we would not want them to get overgrown again. Mr. Kratzer stated the Township is checking on them on an on-going basis as well as checking them in anticipation of any storm event to make sure everything is in order. He stated he understands that Mr. Fuller is generally checking on them bi-monthly in addition to checking them before a weather event.

FINANCE

Discussion Regarding Draft Debt Management Policy and Follow-Up on Fund Balance, Investment, and Capital Projects Funding Policies

Mr. Barry Lubber stated he previously presented the Investment Policy, the Fund Balance Policy, and the Capital Reserve Funding Policy. He stated those will be put on a future Agenda for the Board’s consideration. He stated tonight he would like to discuss the Draft Debt Management Policy. He stated in the future he will also present a Purchasing Policy, which will take some time since every Township does purchasing a little different. Mr. Lubber stated it is good to have these Policies since it gives staff direction when the Board adopts a Policy as to what the Board’s intentions are. He stated it is also important because Moody’s and Standard and Poor’s look to see that you have good financial management and policies in place when they do rating evaluations when you are getting ready to issue debt. He stated It is also best practice to adopt these Policies

Mr. Luber stated the Debt Management Policy indicates that issuing Debt is not to be used for any re-occurring purposes such as funding the General Fund or any routine Operating Expenses. He stated it is to be used only for Capital projects and large machinery and equipment. He stated this must be done in accordance with State Law and the Second Class Township Code, and that is built into the Policy. He stated there will be structure to meet our Capital needs; and we would not want to borrow \$20 million if we only plan to spend \$5 million. He stated it is also not a good idea to bind future Boards, and the Policy indicates that there should not be any balloon payment-type Debt. He stated there are also Call Provisions as to when you can re-finance Debt. He stated ideally you want it to be five years although ten years is acceptable. He stated with the changing interest rates, it is sometime advantageous to re-finance; and if you have a ten-year call, and you are only in year two, you cannot re-finance those Bonds. He stated they would work with the financial advisor and hope to do five years, ten at the outside.

Mr. Luber stated he would suggest that the Board set a benchmark of 3% as to when it would make sense to re-finance. He stated if you are only saving 2% and there are Fees involved, Bond Counsel, and finance advisors fees, it would not be worth it. He stated a typical benchmark is 3%, and the financial professional would do an analysis to see if it makes sense.

Mr. Luber stated we also want to generally keep level Debt Service payment. He stated the residents are asked to pay a millage to support the Debt payment, and you want level Debt Service repayments.

Mr. Grenier stated with regard to #3 Credit Ratings – D – there is a capitalized term “Financial Advisor,” and he stated since it appears as a defined term, he wanted to make sure that we are clear as to who the Financial Advisor is when it comes to this. He asked if it should be lower case and a generic term; and Mr. Luber stated it should be a lower case/general term as the Board would approve who the financial advisor is that we would do any Bond Issues with.

Ms. Blundi stated there was another bank failure last week; and as we consider where we keep our money, she would like to include in a Policy that there is some type of management so that we are mitigating our risk. Mr. Luber stated primarily we have our funds in three institutions – PLGIT (Pennsylvania Local Government Trust) for the proceeds of the 2016 Bond Issue of about \$4 million, \$26 million which is all the other Capital and Operating Funds in Penn Community, Bank, and \$23 Million in the Trust Fund from the sale of the Sewer system.

Mr. Luber stated he and Mr. Kratzer discussed today whether the Board may want to consider setting a threshold of no more than 50% of our Budgeted funds being with any one institution. He stated he would then seek rates from other institutions to diversify the money a little and put it in other banks. He stated we would get their collateralization and review their audited financial statements to make sure they are in good, sound financial position.

Ms. Blundi stated with regard to the percentage, she knows that some School Districts have provisions; and Mr. Luber stated he will work with Mr. Kratzer and review this, and make an amendment to the Investment Policy.

Mr. Grenier asked Mr. Luber to add a statement with regard to financial advisors to make sure it is clear that we are not just going to go with a single firm, but will investigate and review to get the best cost, best practice possible.

Mr. Luber stated with regard to financial advisors, they typically work for a percentage of the deal so they will not give us an up-front cost. He stated they may give a flat rate depending on the amount of the Issue. Mr. Grenier stated we should make sure that if it is an “up-to rate,” before we agree upon a payment on a certain percentage, the Board should vote on that payment amount. Mr. Luber stated there would be a Bond Ordinance to be passed, and he understands that will have in it the Bond Counsel Fees, the financial advisor, paying agent Fees, and Trustee Fees. Ms. Carlton agreed adding that it would be approximations or “up to” a certain dollar amount.

MANAGER’S REPORT

Approval of Ordinance Authorizing Execution of a Cable Franchise Agreement With Verizon Pennsylvania, LLC

Mr. Kratzer stated this Ordinance has been advertised. He stated the Township through the Bucks County Consortium engaged Cohen Law Group to negotiate on behalf of communities within Bucks County. He stated the Franchise Agreement that resulted from that has been provided to the Board and has been reviewed by the Electronic Media Advisory Committee. The duration of the Agreement is five years, which is less than what it has typically been in the past

as typically they have been ten years. He stated as detailed in the Executive Summary memo from Cohen Law Group with the changing technology in this space, this is the maximum that Verizon would agree to in terms of duration.

Ms. Blundi moved, and Mr. McCartney seconded to approve the Ordinance authorizing execution of a Cable Franchise Agreement with Verizon Pennsylvania, LLC.

Mr. Lewis stated about six years ago, he authored an Ordinance that would provide a comprehensive privacy option for broadband consumers in Lower Makefield. He stated we have a challenge with people “cutting the cord” and moving to other options so we are getting less revenue. He stated the Federal Government in general has done a good job in protecting peoples’ privacy. He stated this Agreement removes the ability for Lower Makefield to do that. He stated the Ordinance that he wrote was not passed, but his hope was that by giving Cohen Law Group a specific negotiating lever we would do better rate wise, but he cannot say whether that is the case or not. He stated he is supportive of the Agreement recognizing that there is a challenge with cord-cutting from a revenue perspective, and we need to plan on this going forward.

Mr. Grenier asked if there was any discussion from the Cohen Law Group regarding privacy issues. Mr. Kratzer stated he does not see anything specific to that issue being addressed in the Summary Memo. Mr. Lewis stated it is in the Prohibitions in the Agreement. Mr. Kratzer stated this five-year Agreement is the standard Agreement that is being entered into with Municipalities not only in Bucks County, but others that have Verizon Cable service throughout the Commonwealth of Pennsylvania. Mr. Grenier stated with regard to privacy, this may be something that we look to our Federal regulators to help with. Mr. Lewis stated he spoke to Mr. Dan Cohen about this some time ago. He stated these Agreements have taken a long time to occur. Mr. Lewis stated there is renewed interest at the Congressional level of a comprehensive Privacy Law that is bi-partisan.

Motion carried unanimously.

Approval of Resolution 24-11 Amending the Lower Makefield Township Fee Schedule

Mr. Kratzer stated most of the changes are enabled by Ordinances that the Board has recently enacted or modified. He stated the first change in the Fee Schedule refers to short-term lodging facilities. He stated we are looking at additional changes to the Ordinance governing those facilities, and the Township entered into an Agreement with Granicus to be able to monitor these properties to make sure that they are operating consistent with the terms of the Ordinance. He stated there is a subscription cost associated with that, and we are proposing to increase the License Fee on short-term rentals from its current rate which is \$100 to \$300. He stated that is reflective of best practice as it relates to what fees generally are in communities as they are generally between one to two times the median nightly charge being charged by the property owner. He stated in our case it was \$199 and it was decided that it be one and a half times the average nightly rate.

Mr. Kratzer stated the next change relates to vacant and foreclosed property registration. He stated that is a semi-annual registration, and this reflects that the Fee is \$300 every six months. Mr. Kratzer stated the Township engaged HERA Registry to help with managing that process. He stated the Board also enabled the establishment of a Boarding Fee for the boarding of doors, windows, and other openings to try to discourage houses being in a visible state of vacancy. He stated the Fee Schedule establishes a \$250 Fee for every three openings or fraction thereof, and this would also be paid every six months which would correspond with the frequency of Registration required.

Mr. Kratzer stated the Board also enacted a Special Events Ordinance which spoke to establishment of a Fee for Special Events to be established by Resolution. He stated the Application Fee is \$100 a day or portion thereof. He stated the Ordinance also establishes entering into arrangements with private parties so that if there was a large event that required a Police or Fire presence, those Fees would not be covered by this Fee; and that would be a separate Fee that would be negotiated in terms of us providing service to the event provider.

Mr. Kratzer stated the final change relates to pickleball and Registration Fees associated with reserving pickleball courts. Ms. Tierney stated this Fee is similar to a lot of our other Rental Fees as we currently rent volleyball courts, fields, and pavilions. Ms. Tierney stated there is so much demand for pickleball and we have no way to manage some of the larger groups that are coming in and self-booking out the courts. She stated we are receiving a lot of complaints from residents about not being able to get on the courts and that the Township was booking out the courts all of the time even though it was not the Township doing that rather it was other groups booking our courts.

Ms. Tierney stated in response to this situation, she and the staff reviewed a number of options, and this seemed to be the best and quickest option. Ms. Tierney stated another option would be to gate the courts like the Dog Park or charge the large groups League Fees like we do for all of the other Leagues. She stated the Rental Fees being proposed are hourly rates. She stated usually four people play at a time, and the rates proposed are \$16 for a Pickleball Club member resident, \$20 for a Pickleball Club member non-resident, \$24 for a non-Pickleball Club member resident, and \$28 for a non-Pickleball Club member non-resident. She stated those Fees would be divided generally among the four players on the court.

Mr. Grenier asked if the Special Event Permit Fee is for anything that qualifies as a Special Event regardless of size. Mr. Kratzer stated he believes that there was an attendance threshold in the Ordinance that governs Special Events; and he believes that it was attendance over fifty.

Mr. McCartney moved, Mr. Lewis seconded and it was unanimously carried to approve Resolution #24-11 Amending the Lower Makefield Township Fee Schedule.

Adoption of the Lower Makefield Township Act 151 of 2022 Compliance Policy

Mr. Kratzer stated this Policy was signed into Law by the Governor and requires additional Notice Provisions for local Governments when a data breach is discovered. He stated local Governments are required to notify victims of a data breach identifying personal, identifiable information within one week of the breach being determined which is spelled out in the Policy. He stated there are also some Notice Provisions required to the local District Attorney's office. Mr. Kratzer stated Ms. Carlton and her colleagues suggested some amendments to the general framework policy, and those have been incorporated into the document.

Ms. Carlton stated they wanted to bolster what was already provided. She stated they researched the guidelines for the Statute and also looked at different School District guidelines because School Districts are required to have these Polices which are fairly robust. She stated they also looked at the Commonwealth Website for the Chief Information Security Officer definitions and requirements, and they tried to incorporate what they felt was best into the revisions they made.

Mr. Kratzer stated some of these amendments were made later than they would have normally wanted to provide to the Board; and if the Board would prefer this could be put on a subsequent Agenda.

Mr. Ross moved, Ms. Blundi seconded and it was unanimously carried to adopt the Lower Makefield Township Act 151 of 2022 Compliance Policy.

General Updates

Mr. Kratzer stated with regard to the work that has been done on flood mitigation/stormwater management, we have been working with Representative Fitzpatrick's office looking at a funding opportunity through the Community Project Funding Program; and Representative Fitzpatrick's office was very helpful in making us aware of this opportunity. He stated while it was a relatively short window of time, we submitted an Application which will ultimately be submitted through the Congressman's Office to implement many of the potential projects which were identified by LandStudies. He stated it was an \$8 million funding request which was broadly defined so that we have flexibility to the extent that we are awarded funds looking at new stormwater management facilities in that area, retro-fitting existing facilities including streambank, floodplain, and valley restoration implementing the more comprehensive, holistic, drainage-basin based approach. He stated he is hopeful that with the work we have been doing collectively, the support of our Federal Representative, and the support from the County and the State that we can be competitive and receive some of these funds.

Mr. Kratzer stated the staff is meeting tomorrow with LandStudies to get a status update on the second phase of the work which they are completing. He stated they will also discuss implementation.

Mr. Kratzer stated Ebert Engineering has been working on a response to the PADEP review letter relative to the ACT 537 Special Study that is required in order to transfer the Permit from the Township to Aqua which is now the owner of the Sanitary Sewer system. He stated the letter has been finalized

and is now being reviewed by Aqua since there are certain obligations being placed on them. Mr. Kratzer stated he hopes that will be submitted to the Township shortly, and we will then be in a position to transfer the Permit since we are currently still the Permittee in the eyes of the Department of Environmental Protection. He stated once it is submitted he will send a copy to the Board and update the Board as it goes through the process.

Mr. Grenier asked with regard to the Community Project Funding Program, if there is anything the Board or residents can do to help positively impact this. Mr. Kratzer stated he knows Representative Fitzpatrick has prioritized this project. He stated he will check to see if there is anything they would recommend that could be done as they are advocating on our behalf, and he will report back to the Board. Mr. Grenier stated he believes that the community would be willing to support this in any way that they could.

PARKS AND RECREATION

Discussion and Tabling Execution of the Addendum to Lease Agreement Between the Township and Yardley Makefield Soccer Relating to the Turf Field at Macclesfield Park

Mr. Kratzer stated the Township and YMS have been Party to a Lease Agreement that was dated June 19, 2019 that governs use and scheduling of the turf field that was installed at the cost of Yardley Makefield Soccer. The Addendum is in part to address some issues in terms of non-compliance with DCNR requirements that when there are public funds used for the acquisition of land, that land needs to be accessible. He stated this turf facility was paid for by using private funds; however, the land on which it sits was acquired using public dollars. He stated we have been working cooperatively with YMS to try to address that issue to make sure that we are consistent with the requirements of DCNR's policy.

Mr. Kratzer stated the Lease Agreement puts scheduling authority on the Township and allows for general use during non-organized use, with the use primarily being YMS since they were the Party that funded and is maintaining the facility at this point. He stated in addition to permitting public access during periods of non-use by the general public, the other provision is that it extends the Lease term for the field (paragraph 8 in the Addendum) from September 8, 2031 to September 7, 2047. He stated that is in part related

not be kicked off of the turf until they got the expected life of the turf, and that is the carry-over. Mr. Kratzer stated the existing term is through 2031, and the extension is an additional twelve-year period which is intended to cover YMS through the typical useful life of one replacement cycle beyond this. He stated they are getting a twelve-year extension of term in exchange for permitting public access to a facility where public access is currently prohibited. He stated currently YMS has exclusive use of the turf field, and the Township permitted the exclusive use of the facility which is not in compliance with Commonwealth requirements. He stated in exchange for working together and providing public access which is consistent with the requirements of the Commonwealth, YMS is being given an additional twelve years of time; and the certainty that when they make an additional Capital investment in the replacement of the turf, that they will have use of that for the duration of that time.

Mr. McCartney asked what would happen if the Township did not agree to that; and Mr. Kratzer stated the Township would still be locked in until at least 2031 and the Township will have to pay DCNR the Grant funds which were received some time ago which has been calculated with compound interest to be \$154,000. Mr. Kratzer stated there would also be no public access.

Mr. Grenier stated if we kept it at 2031, it is still the turf field that YMS put it, but this Addendum would allow them to re-build an entirely new turf field that would last until 2043.

Ms. Blundi stated she knows how YMS manages their turf, and there is no doubt than once others are able to use the turf without that kind of supervision, there will be additional wear and tear that YMS did not envision with the original Agreement. She stated the Township solicitor in negotiating with YMS' solicitor felt this was a reasonable compromise to provide something to YMS to make up for the additional wear and tear. She stated there will be people who will probably not abide by all the rules of turf. She stated she feels that this is a reasonable compromise.

Mr. Luber stated he spoke to the representative from YMS, and in 2031 when the Agreement ends, the Board of Supervisors could decide not to renew, and YMS would then be out the money. He stated YMS invested the money to build the soccer field for a certain length of time. He stated they are looking for stability.

Mr. McCartney asked when the original turf field was built, and Ms. Blundi stated this is the second turf field, and the original was built in 2008. Ms. Blundi stated that turf is gone, and she understands the turf was just replaced when she and Mr. Grenier first came on the Board eight years ago. Ms. Tierney stated it was when the Contract was renewed, and Mr. Kratzer stated he assumes it was in 2019 when this Lease Agreement was entered into. Mr. McCartney stated the effective life of the turf field would be about ten years. Mr. McCartney stated we have entered into Land Use and Land Lease Agreements with other users in the Township, and he specifically noted Patterson Farm; and none of them are of that length. He stated he does not understand why YMS has an opt-out and the Township does not.

Ms. Blundi stated she believes that the turf cost about \$500,000, and no one who we entered into Agreements with made that kind of investment with the possibility that the Township can then change their mind. She stated we are trying to find a solution to a problem, and they are trying to come up with a solution that is fair to everyone. She asked if the intention is to pay back YMS if the Township were to cancel the Agreement. Mr. McCartney stated if the turf was installed in 2019 and has a ten-year lifespan, 2031 would make sense; and we would re-evaluate it at that point. He stated it seems that we are agreeing to a two-turf Contract. Mr. Kratzer stated the difference is that you are fundamentally changing the terms of the Agreement as YMS has exclusive use. Mr. McCartney stated they only have exclusive use because we gave them exclusive use. Ms. Blundi stated that is what YMS was counting on, and she assumes they would not have made that investment had the Township not advised them that they would have exclusive use for ten years. She stated the Township then found out that we could not do that, and the Township is trying to get out of the situation we are in so that the Township does not have to pay those fines. She stated this is why we negotiated to extend it because we are changing the fundamental Contract that we entered into. Mr. McCartney stated he understands that.

Mr. McCartney asked when we found out that we were not allowed to give them exclusive use, and Ms. Tierney stated it was when we started the Macclesfield Park Study a year ago. Mr. McCartney stated it was deemed at that point that we were in violation of the Grant because we had a user that was using an asset exclusively. Ms. Tierney stated it compromised future DCNR funding. She stated since we were violating the previous Grant

that we had from DCNR, if we were going to move forward with the Macclesfield Park Master Planning, and we went for DCNR funding, there is a chance that we would not get the funding because we were in violation.

Mr. Grenier stated in terms of exclusivity, as long as YMS is on the schedule to use the turf field, it is theirs to use; and Ms. Tierney agreed. Mr. Grenier stated YMS will get to use it when most Leagues or other people would be interested in using it – “all morning, all day, and all night, both days of the weekend, and anything after School time.” He stated the only time it might be open would be during the day during the week. Ms. Tierney stated with regard to the other fields, if there is no one on a field you can play on it. She stated if YMS were to book times, but were not there actively practicing, the turf field would be open to the public; however, if YMS were to show up and had a Permit for that time, others would have to get off the field because YMS had paid for it.

Mr. Grenier stated “we also paid to manage it, and YMS has had exclusive rights.” He stated we are going through Macclesfield planning now because Macclesfield is overused and “people recognized that the scheduling is off,” and we want all of our user groups to have equal access to Macclesfield. Ms. Blundi stated we went through Macclesfield planning because we realized we did not have enough fields in the Township. Mr. Grenier stated he disagrees. Ms. Blundi stated while she understands that Mr. Grenier disagrees, she does not want him to state things as fact when they are his opinions.

Mr. Grenier stated we have had multiple years where we have had issues trying to figure out how to deal with Macclesfield and other fields because “people want to build fields all over the town.” He stated the issue with Macclesfield, which has been stated in the Macclesfield Master Plan is that we are focused on improving flow and usage and scheduling at Macclesfield. He stated that “is what we wrote into the plan, and it is not building more fields or doing anything else but that.” He stated that is what was presented at the Macclesfield Workshop, and that is what we are moving forward with. He stated once we get through that, we can look at other things, but that is the Plan that was approved. He stated “that is not an opinion, that is fact.”

Ms. Blundi stated the Plan has not been approved although it has been presented. She stated the Plan has not been approved by the Board of Supervisors. Ms. Blundi stated she does not know when we decided to get rid of fields at Macclesfield when “everyone knows we do not have

enough.” Mr. Grenier stated we are not getting rid of fields. Ms. Blundi stated it is in the proposal to get rid of a lighted baseball field and soccer fields as well as put in an additional driveway, but not actually improve the egress since that was not looked at.

Mr. Grenier stated he is not in favor of the Lease as written, and he feels 2031 is a more realistic timeframe. He stated he also feels a “one-sided deal as this is” should be looked at so that it is more even. He stated this is a Township park, and it is not a private soccer club’s park. He stated we want them there and we want to be good partners, but it is first and foremost a Township park, and he feels that is how we have to manage it.

Mr. McCartney asked if another group wants to use the turf would that have to go through YMS first. Ms. Tierney stated she would consult with YMS first to make sure that they do not have a practice, etc., but another group could probably play on there. Mr. McCartney stated it seems that Ms. Tierney is saying that Park & Rec will be in charge of managing the time on the turf but there will not be one user group that will have preference over the other. He stated if it is still being framed where YMS is going to have exclusive right to the turf 24/7 and have the right of first refusal, that does not make sense. Ms. Tierney stated YMS will be using the facility during most of the prime time that Leagues would be practicing so it would be difficult to schedule other Leagues. She stated it indicates that public access will be consistent with other rules and regulations with regard to Permitted Township facility use. Mr. McCartney stated the problem is historically at Macclesfield, even on fields that are adjacent to the turf field “there has been a policing by YMS during non-YMS hours of people using the turf where they would put signs out saying ‘Field Closed/Field Not Available,’ and they would chase people off of those fields if they were using them during non-YMS times.” He stated he does not want to give a user group the ability to facilitate what happens at Macclesfield more than anybody else particularly residents. He stated the whole point of the exercise is to make sure that residents have access to it, and we want to make sure that they do.

Mr. Kratzer stated public access shall not include allowing access to any private organizations or other formalized organized groups that charge fees for membership or participation. He stated Football would not be permitted to use the turf field as it was constructed at the expense of YMS. Mr. McCartney stated it could be used by an individual who wanted to use the field. Ms. Tierney stated it would be the same as on the baseball fields when a parent and child may want

to use the field when it is not being used by PAA, and that will be the same now on the turf field where they could not do that before. Mr. McCartney stated while he thinks that works in theory, it does not practically. He stated PAA puts time into the baseball fields doing lines and working on mounds, and if someone comes in for a pick-up game in "PAA's eyes, they could see that as destroying the work that PAA just did;" and that would be the same with the turf field where someone might not abide by the rules for using the turf. He stated he does not want the user groups to be associating these assets as theirs, and he asked how we can get a disconnect between a Township facility we are allowing them to use versus it is the user group that has "policing say about it."

Mr. Kratzer stated the Township could buy the facility. Mr. Grenier asked if it would cost \$154,000, and Mr. Krater stated it would be whatever the cost of the field is. Mr. McCartney stated the other option is that the turf gets removed, and we are then in compliance with DCNR. Ms. Blundi stated she feels we would still owe YMS money since it would be a breach of contract situation with YMS. She stated the current Lease gives it to YMS until 2031. She stated under this Addendum they would no longer have exclusivity. She stated she feels that Sunday mornings would be open as well as other times that would be open since YMS has moved so many programs out of Macclesfield. She stated the turf is very big; and when YMS is using it, they have five or more teams on it for practice at a time. She stated we are not starting from square one, and "we are trying to fix a broken situation to the best of everybody's outcome."

Mr. McCartney stated he would be in favor of keeping it at 2031 and "forget the exclusivity as he does not feel that matters." He stated he does not feel that there will be an open days for people to go on the turf. He stated the "stigma of YMS at Macclesfield is very ownership rights." He stated he has been at LMFA football games, and there are two fields behind those where if football players go into that area, YMS coaches "pushed back into the football field, saying this is YMS ground." He stated to offer the ability to use something verbally or in a Contract where the "practicality is not going to be there does not really make sense" unless the Township is going to police it which he does not feel they can. He stated no other organized user groups can even use the turf. Mr. McCartney stated if this is going to be changed, we need to make it known since historically "the case is nobody touches that turf fields, it is YMS" as they paid for it even though it is on Township property. He stated to YMS' credit they have enforced that and have been very strict about anyone else being on it. He stated now that is

not going to be the case, and we need to make sure that everyone knows that, but he does not know how we would do that. Ms. Tierney stated part of the Agreement suggests that we put signage up that shows the rules, regulations, and procedures; and we could put ample signage up and provide education about this.

Mr. McCartney asked Ms. Carlton if she sees a downside into going into such a long-term Agreement from a legal standpoint. Ms. Carlton stated while she did not negotiate this Addendum, she understands why it was put in place and it was a trade-off. She stated they are giving up exclusivity, and in return for that they wanted a longer Lease. She stated in the Lease YMS has the right to replace any of the improvements at any time if there are concerns about the turf itself being safe. Ms. Carlton stated if the Board does not approve the Addendum, the Lease itself stays in place which is through 2031 and includes exclusivity. Mr. McCartney stated the Township would then have to pay the \$154,000 fine, and Ms. Carlton agreed.

Mr. McCartney asked if there is anything about liability during the renewal period up to 2031 and to 2043. He asked if something happens to a non-YMS person on the turf who would be responsible. Ms. Carlton stated it is addressed in the Addendum that depending on who is using it, they would assume liability. Mr. McCartney stated if it is a resident during a non-Permitted event, they would be responsible. He asked what if the asset itself caused the liability such as if the turf was coming up in certain areas or the fence is broken and a resident climbs on it during a non-YMS time, would the Municipality be liable. Ms. Carlton stated since it is not exclusive, it would be the Township. Mr. McCartney stated this is a different situation because we do not have any other situation in that park as there is not a playground group that owns the playground equipment and is responsible for it, rather the Township is responsible for it. He stated now we are partnering with YMS, and we need to make sure that the asset that is on our property is properly maintained.

Ms. Carlton stated you could go back to the producer or installer of the turf if the turf caused the problem. She stated it specifically states that the Township agrees to provide sufficient insurance coverage and indemnification for the public areas and use including but not limited to liability and property insurance coverage which would include the turf field because by this Addendum it becomes non-exclusive by YMS. Mr. McCartney asked Ms. Carlton if she sees this as potentially a bigger liability; and Ms. Carlton stated "it goes with the territory," and it is consistent with the spirit of the Addendum itself; and she feels it makes sense.

solicitor in that process. Mr. McCartney stated he would also recommend looking at Princeton. Ms. Carlton stated there is a lot to choose from the neighboring communities as she knows that they have strict Sign Ordinances.

Mr. Grenier asked Mr. Kratzer for an update on the HRC Ordinance. Mr. Kratzer stated there was outreach to the County regarding looking at the County's Human Relations Council and the potential of expanding its role to adjudicate complaints; but other than acknowledging receipt of the request, they have not gotten back to the Township with a response at this point. He stated he will also follow up with HRC as well. He stated he did submit an inquiry asking for some support from them on this issue, but they have not gotten back in touch with him at this point; and he will follow up on that. He stated in terms of the Draft Ordinance, they have not given that to Ms. Carlton at this point, but they can do that as well.

Ms. Blundi stated she spoke to someone from Lower Merion, and they were one of the first in the State to have something like this; and they are actually re-writing it because of changes to the State and they found that their Ordinance which at one point was groundbreaking has been rendered moot by what the State has done so that might be another place to look into.

APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS

Mr. McCartney moved, Mr. Ross seconded and it was unanimously carried to re-appoint Paul Roden to the Environmental Advisory Council.

ADDITIONAL PUBLIC COMMENT ON NON-AGENDA ITEMS

Mr. Chris Hoover, 903 Greenway Avenue (Edgehill Gardens) stated he has been a resident for twenty-six years, twenty of which have been good, but the last six have not. He stated with regard to the Short-Term Rental Ordinance, some of the Board is aware that he lives next door to a "very challenging neighbor." He stated it has been six years, and he would like to discuss additional options for the Board to consider which would help him significantly with the individual who lives next door who is running "his house like a hotel." He stated his suggestion is that there be a minimum thirty-day stay for a full-house rental. He stated this is very common as he has another home in Pennsylvania and one in South Carolina, and those communities have

an Ordinance that requires a thirty-day minimum stay. He stated if there is to be less than thirty days, the owner would have to live in the house, and that would help people who need to rent out a room or two to help with their bills; and provided they are living in the house, that would be a good option for them to do that. He stated the situation he is dealing with is that the owner bought the house to run it “as a hotel,” and that is not something that he wants to live next to. He asked the Board to add these to their solutions.

Mr. Grenier stated the Board is in receipt of Mr. Hoover’s e-mail which included those recommendations. He stated we are constantly looking to improve this Ordinance to address the issues that Mr. Hoover is experiencing, and we have dealt with that particular resident for quite some time in various ways. He stated we included new Fees this evening as part of the Fee Schedule and there are different things from an enforcement perspective that we are trying to “beef up.” He stated the Board is looking at how to do better, and they will look at what Mr. Hoover has recommended as well as to see if there is anything else that we can do.

Mr. Hoover stated if any of the Board members lived next to this, he feels that they would be taking action, and it is pushing he and his wife to the point of wanting to move which is what very close neighbors have done.

Ms. Laurie Grey stated she is a Lower Makefield Township Resident. She stated the matter she wishes to comment on was on the Agenda, but they did not ask for Public Comment. She stated the Board Tabled the discussion under Parks & Rec with regard to Macclesfield, and she asked if that is why no public comment was taken. She asked if she will be able to give public comment when it comes back up again. Mr. Grenier advised Ms. Grey that she could make a comment at this time if she wishes.

Ms. Grey stated she lives next to Macclesfield Park and she has worked very closely with Mr. Schlieben who has been great to work with over the last year and a half specifically regarding the lights. She stated while she understands that most of the time YMS would be there, if this is opened up to others, she would ask who would be managing this. She stated currently she contacts Ms. Tierney and Mr. Schlieben if the lights are left on or something else happens with the lights. She stated she does not feel that she should have to monitor that as a resident.

Ms. Grey stated in the back of her house on the non-lit fields, there is YMS equipment, and people use it all the time including groups of people coming from New Jersey. She stated she has asked that when YMS is not using that equipment if it could be removed, but she has been advised that it does not make sense to move it because it is too heavy, etc. She stated if YMS does not have specific use of the fields, she does not feel the equipment should be on those fields.

Ms. Grey stated she is referring to the fields on the other side of the bike path. She stated there are ten to twelve fields there with their goalposts. Mr. Kratzer stated those were not subject to the Addendum, and the Addendum just relates to the turf field. Ms. Blundi stated she would not be in favor of moving that equipment back and forth because that equipment is not easy to move and it has to be secured since when they are not secured correctly they can fall over and people could be injured.

Mr. McCartney stated there is no exclusivity to those fields by YMS. Ms. Grey stated she is asking that if YMS is not using it, the equipment should be moved since all it does is promote people to come and use it and they are not residents of Lower Makefield. She stated she has taken pictures of license plates to prove that they are not residents of Lower Makefield. Ms. Blundi stated YMS owns the equipment, but “it is a public good.” She stated she agrees that she often sees New Jersey license plates there, but she also knows that people who live in Yardley Borough have no other park to play in but Macclesfield.

There being no further business, the meeting was adjourned at 9:45 p.m.

Respectfully Submitted,



Suzanne Blundi, Secretary