

TOWNSHIP OF LOWER MAKEFIELD
PLANNING COMMISSION
MINUTES – SEPTEMBER 9, 2013

The regular meeting of the Planning Commission of the Township of Lower Makefield was held in the Municipal Building on September 9, 2013. Vice Chair Friedman called the meeting to order at 7:35 p.m.

Those present:

Planning Commission: Karen Friedman, Vice Chair
 John Pazdera, Secretary
 Dean Dickson, Member

Others: Nancy Frick, Director Zoning, Inspection, & Planning
 Nathan Fox, Township Solicitor
 Maryellen Saylor, Township Engineer
 Kristin Tyler, Supervisor Liaison

Absent: Tony Bush, Planning Commission Chairman
 Mark Fried, Planning Commission Member

#496-N – FIELDSTONE AT LOWER MAKEFIELD - PRELIMINARY PLAN DISCUSSION

Mr. Nick Casey was present and handed out background information that he had previously provided to Mr. Garton. He stated this Application dates back to 1998. He stated this is the old Harris Farm property which is approximately thirty-eight acres on Edgewood Road across from Schuyler Road and Whitehall Drive. He stated Quaker Group got involved in this project in the late 1990s as a contract purchaser from Eastern Equities which had a direct contract with the Harris Estate. He stated the Harris family had owned the property since approximately 1932. He stated prior to 1965 they used the back portion of the property as a sand and gravel pit. Between 1965 until approximately 1986 they started disposing of landscape debris from local sources and debris associated with landscaping businesses that they conducted. After 1970, they also started dumping construction debris and Municipal waste. Mr. Casey stated during their own investigations they found a large stockpile of women's shoes.

Mr. Casey stated Eastern Equities had filed an Application, and Quaker was supporting the Application after they put the property under contract with Eastern Equities in late 1998/early 1999 to develop the entire property. When it first came before the Planning Commission it came to Quaker's attention that the back portion had been used for a landfill, and the Development Plans had envisioned developing the entire property. Mr. Casey stated there was significant concern about contamination and toxic waste. Mr. Casey stated DEP got involved with the property in 1986 and did not find anything of concern although they did issue a Notice of Violation at that point since it was an unregulated landfill that had not been properly closed.

Mr. Casey stated Quaker Group engaged Princeton Hydro to do extensive investigations throughout the property, and well over one hundred test pits were dug throughout the property and monitoring wells were put in; however, nothing was found that was of a hazardous or health risk nature. He stated the Development Plans that had been submitted were reviewed by the Township engineer, and the review letters concentrated very heavily on the landfill activities. In 2000, the Plans were revised to show development only on the front portion of the property. This was not considered by the Township to be a revision to the previous Application, and the Township Denied the original Application and required that the Application be considered a new Application with new Application Fees to be posted. Mr. Casey stated Appeals were filed, and those Appeals have continued to remain in force in Superior Court; and they are still active, although they have not been pursued. Mr. Casey stated Quaker wanted to protect their rights, and they have continued to request Extensions on the time for consideration of Approval. He stated he also feels there is benefit to the Township in doing this since if the Applicant were to push the Appeal and it was found in the Applicant's favor, the Applicant could argue that they have a deemed Approval by virtue of the time that has lapsed. Mr. Casey stated they have not pursued this primarily because it was their intent to come to an agreement with the Township on what was appropriate to be developed.

Mr. Casey stated in 2002 Quaker Group sold its Residential assets to K. Hovnanian and with that sold their equitable rights in Fieldstone to Hovnanian for them to pursue development. He stated at the same time the Harris family through Eastern Equities were in default on their Agreement since they failed to obtain Approval within the timeframe of the Application, and Quaker stepped up and purchased the property from Harris.

Mr. Casey stated K. Hovnanian decided to file an Application similar to the initial Application for full development of the property. Ms. Frick stated they filed it as a Sketch; however, Mr. Casey disagreed and stated he feels they filed a full Application to develop the entire property with forty-four lots. He stated in 2007 they received a recommendation for Approval based on the removal of all the waste at the rear of the property. Mr. Casey stated Quaker had some responsibility in the cost of the remediation, and found that the estimated costs of remediation were grossly understated; and it was financially impractical to proceed with development. He stated the Agreement with Hovnanian was terminated, and Quaker Group stepped back into the picture and started a dialogue with the Township in 2007/2008 and there was extensive interaction with the Township Environmental Advisory Council. On October 27, 2008, the EAC recommended that the project be approved to move forward to a design phase based on a capping and closure plan for the landfill. Mr. Casey stated during this period of time much more extensive evaluation was done, and the Township hired Birdsall Engineering as their consultant who had extensive experience in landfill operations. Mr. Casey stated Quaker was able to satisfy all the concerns that had been expressed.

Mr. Casey stated Quaker went before the Board of Supervisors in 2009 and presented all the facts and the recommendations from the EAC. He stated there was an extensive presentation and report, and the Board of Supervisors determined at that time that the concerns associated with the landfill were not significant; and although work had to be done for the proper closure of the landfill, Quaker could proceed with development Application.

Mr. Casey stated in 2010 they met with DEP to review everything that had been presented to them previously including the dialogue they had with the EAC as well as with the Township, and the DEP felt that the least disturbance was the best; and as long as there was proper stabilization of the stream banks and proper capping and closure of the landfill, they would be satisfied. Mr. Casey stated the economic conditions at that time were not attractive to try to get anyone interested in pursuing the development. He stated things have changed dramatically since that point in time, and they have just signed an Agreement of Sale with Beazer Homes, based in Tennessee, who are one of the top ten home builders in the Country with a local office in Trevoise. He stated the Agreement was signed on July 27, and they have a ninety day due diligence period which they have started. He stated they are going through their environmental and land development evaluation, and they hope to be before the Planning Commission and Township staff to discuss their intended development of the property.

Mr. Casey stated when they had gone through the EAC and the Township, they had gone through the site capacity calculations and came to an agreement that the thirty-five homes they had presented in Sketch form were within what was permitted under the site capacity calculations; and this had been confirmed by the former Township engineer. Mr. Casey stated he would expect that within the next month or so he will be back in with Beazer so that they can start more meaningful dialogue as to how they can proceed.

Ms. Friedman asked if there were not two separate areas that were in question with regard to landfill – one toward to the back and one toward the front; however, Mr. Casey stated this is incorrect, and the landfill operation was all at the rear of the property. Ms. Friedman asked if everything they are discussing about anything that was of concern had to do with the rear of the property, and Mr. Casey agreed. Ms. Friedman stated rather than cleaning the site and getting the material out of there, they are going to just cap and close it; and Mr. Casey agreed. Ms. Friedman asked if that area will be developed in any capacity; and Mr. Casey stated it will not, and it will remain in open space meadow. Ms. Friedman asked how far that section is from the area they intend to develop, and Mr. Casey there is a wetlands corridor that divides the two.

Ms. Frick stated there was testing done toward the front, and Mr. Casey agreed. He stated there were a large number of test pits dug and the soils were also tested for pesticides, and the entire front portion of the property was clean. Ms. Frick noted the front left portion of the property, and Mr. Casey stated there was an issue that occurred in the front portion of the property because there were monitoring wells put in to test that area as well as the rear. He stated in 2008 at the monitoring well closest to the house within a paved area of the site they found high levels of MTBE. He stated Harris was still occupying the house at that time; and after investigating further, they found that some of his relatives were conducting a landscaping business from the property. They found that they had been cleaning their landscaping equipment with gas right next to the monitoring well. He stated MTBE is an additive put in gas for winter use. Mr. Casey stated fortunately it is the type of contaminant that will quickly and naturally dissipate; and after several rounds of testing, it was found to have completely dissipated. Mr. Casey stated the dumping activities took place primarily from the wetlands corridor back to the railroad. He stated they had continued to farm the front portion of the property, and the back portion was used for the gravel and soil pit.

Ms. Friedman stated the Planning Commission will need to see all the reports that pertain to the investigations and clearances of the contamination. Mr. Casey stated they have reports. He stated initially Skelly & Loy, who were the Township's environmental engineers, had oversight of the investigation; and when they came back in 2007, Birdsall was brought in since they had specific expertise in landfills.

Ms. Frick stated she does not know that the Township has a "clean" report in their files. Ms. Friedman asked when the last investigation was done on the property, and Mr. Casey stated he feels it was 2009/2010. Mr. Casey stated when Birdsall became involved, there was a meeting on site with Ms. Frick, the Township solicitor, Planning Commission members, and a representative from Princeton Hydro in attendance. He stated all the documentation that had been generated was made available and fully scrutinized by the Township's consultants. He stated they were probably presented to Township staff and officials in a summary form. Ms. Frick stated she is not aware of this, and she was never provided a 100% clean letter. Mr. Casey stated everything he has stated tonight will be reviewed again. Ms. Frick asked Mr. Casey if he is aware that a clean letter exists, and Mr. Casey stated "clean" is a relative term since clean would mean that they currently meet all current standards which they do not since it is not properly capped. He stated they intend to go through an Act II Remediation Plan, which is a voluntary "clean up" which fits a wide gamut of what might be required. He stated DEP stated it should be capped and there be stabilization to insure that nothing will be exposed near the surface. Ms. Frick stated none of this has been done there yet, and Mr. Casey agreed.

Ms. Friedman asked who will monitor this, and Ms. Frick stated she feels it would be monitored by the environmental engineer and DEP. Mr. Casey stated DEP will have direct oversight, and he is sure that there will be a lot of interaction with the Township. Ms. Frick asked Mr. Casey if he feels this will be done prior to Plans coming in, and Mr. Casey stated he does not. He stated there is a cost associated with doing the proper capping, and the only way to do it in an economical manner is to do it in conjunction with the development of the front portion of the site because they can grade and generate soil there. He stated nothing would be built on the front portion of the site until the capping is satisfactorily completed to DEP standards.

Mr. Fox stated he understands that capping is acceptable; and while it is not yet done, DEP will review it and provide their approval, and Mr. Casey agreed.

Ms. Tyler asked if there were other requirements by DEP other than the capping, and Mr. Casey stated they required stabilization of the stream bank. Ms. Tyler asked if there was anything else of concern on the property other than the fill site, and Mr. Casey stated there will be some additional environmental Permits required because it is along the wetlands corridor. He also stated that anything in the floodplain would also require Permits. He stated with regard to soil erosion and sediment, the Conservation District will be involved to insure proper stabilization. Ms. Tyler asked if Beazer Homes will be doing the capping, and Mr. Casey agreed they will. Mr. Casey stated he feels that Quaker will also be involved through the process as well.

FARMLAND PRESERVATION CORPORATION PROPOSED AMENDMENT TO THE FARMLAND BUFFER ORDINANCE DISCUSSION AND RECOMMENDATION OF APPROVAL

Ms. Frick stated the Planning Commission was provided with the letters from Mr. Garton and the Bucks County Planning Commission. Ms. Friedman stated she understands that this will be in addition to the standing Ordinance.

Mr. Pazdera asked who will determine what is dead or dying. Ms. Frick stated any time anyone wants to remove anything, they have to put it in writing to the Township and the Township engineer goes out and verifies that it is dead or dying. She stated the Farmland Preservation Corporation keeps close tabs on the 25' buffer. Mr. Pazdera stated he feels additional language should be put in the Ordinance that they need to notify the Township if they want to remove the trees. Ms. Tyler agreed to discuss this with Mr. Garton. Ms. Friedman asked if there is anything about replenishing the buffer if too much is taken out. Ms. Tyler stated the Tree Replacement Ordinance could be referenced, and she will discuss this with Mr. Garton as well.

Mr. Pazdera moved, Mr. Dickson seconded and it was unanimously carried to recommend to the Board of Supervisors approval of the Amendment subject to the letter from Jeff Garton dated 7/30/13 and the Amendment attached. The Planning Commission recommends that Mr. Garton review this further to consider language with regard to verification by the Township before anything is removed in the buffer and consider tree replacement requirements.

#569-S.A. – SCAMMELL’S CORNER FINAL PLAN DISCUSSION AND RECOMMENDATION OF APPROVAL

Mr. Mike Carr, attorney, Mr. Richard Clemson, engineer, and Mr. Nick Casey were present. Mr. Carr stated there was a Settlement Agreement that resolved litigation that was entered into in 2010 subject to which the property was approved for development of sixteen new houses and the preservation of the existing, historic Scammell House. He stated Plans were reviewed and Preliminary Approval was granted last summer. Since then they have been further refining the Plans for the project and are seeking a recommendation of Final Approval. He stated the Plans have changed somewhat most notably to remove one of the Lots.

Mr. Casey stated they recently received a review letter from Boucher & James dated 8/30/13, one from Tri-State, and one from Bucks County Planning Commission; and for the large part, they will comply with the issues raised in those review letters. Mr. Casey stated they need input from the Planning Commission as to whether or not the path should be built along the frontage of the property on their side of the street, whether it should be built on the opposite side, or whether the Township would accept Fee-In-Lieu of the walking path.

Mr. Carr stated the other issue is the preservation of the historic house, and they are optimistic that will be accomplished assuming the individual has the resources and fortitude to preserve the house as it will be an expensive project; and they are very optimistic that a likely purchaser has been identified at this point.

Mr. Casey showed on the Plan the one lot that was eliminated to enlarge the remaining lots. He stated there will now be fifteen new lots plus the preservation of the Scammell House. Mr. Casey stated the only other real changes that were made was some minor re-grading at an area he showed on the Plan in order to come up with the soil balance so that no soils will be needed to be exported or imported.

Mr. Casey stated comments were just received from Tri-State Engineers, and he understands their function was primarily for sanitary sewer; and there is only one comment in their letter that is pertinent which is Comment #6, and indicates that they have satisfactorily addressed the sanitary sewer issues. Mr. Casey stated they received letters from the School Board and the fire consultant which were basically “no comment.” Mr. Casey stated they did receive comments from the Bucks County Planning Commission and also from the Environmental Advisory Council, and both of their comments related to the elimination of the path which he will discuss in more detail later.

Mr. Casey stated they had a letter from the Township engineer on August 22 which the developer's engineer responded to on August 29, and they received another letter from the Township engineer on August 30 which the developer responded to on September 3. Mr. Casey stated it would appear that they have satisfactorily addressed all the comments with the exception of the agreements that were noted that still have to be formulated between the developer's attorney and the Township solicitor. Ms. Saylor asked if the developer has agreed to satisfactorily address all the comments in the engineer's letter, and Mr. Casey stated they have.

Mr. Casey stated there was one comment that was listed as an additional Waiver that is required which relates to a 2" drop required in storm drainage inlets. Mr. Casey stated there are two inlets and two manholes feeding into a rain garden.

At the time of Preliminary Approval there were no comments or issues relating to drops that might be required in the drainage structures. In Final Plan review, Boucher & James noted that a 2" drop in the inlets and manholes is required. Mr. Casey stated this is a minimal system, and from an engineering standpoint the drop does not provide any real improvement. He stated this would also require the rain garden to be lowered an additional 6", and they do not feel it is appropriate to lower it any more than necessary. He stated they have more than adequate volume in the rain garden, and by not putting in the 2" drop it does not really adversely effect the flow. He stated they made this response to the Township engineer, but they did not get any further response other than a Waiver would be required so they are requesting a Waiver on that issue.

Mr. Casey stated they do need to address the treatment of the buffers. He stated they met with the engineer who was Tri-State at that time and with the EAC and walked the site and documented the recommendations made by the EAC in a memo that addressed how the buffers would be treated. Mr. Casey stated they also met with the current Township staff and the Township Manager on May 22 to discuss those recommendations; and at that time the Township Manager had advised the developer that the EAC would take the lead in directing what work would be done in the buffers. Mr. Casey stated they have agreed to maintain a 25' buffer along the westerly boundary, a 50' buffer along the northerly boundary, and a 30' buffer along the easterly boundary where it adjoins the existing residential lot. At Preliminary it was also decided that the 30' buffer should be extended along a length of Lehigh which he showed on the Plan even though it did not directly adjoin a residential lot since there was a residential lot on the other side.

Mr. Casey stated the intent was that where the buffers adjoin existing residences, any of the trees that were diseased, decaying, or “in bad shape,” would be removed and supplemental plantings would be done to meet the Type II Buffer which would be supplemental deciduous and evergreen plantings. Mr. Casey stated at the time clearing occurs when they get to those buffer areas, the EAC will have a representative out to walk the site and determine what trees are to be removed and what will remain as well as agree to the specific species and location of the trees that will be planted as a supplement. Mr. Casey stated anything diseased, decaying or posing a threat along the existing tree line along Newtown-Yardley Road and W. Afton will be removed. Mr. Casey stated this procedure has been documented in the Notes on the Final Development Plan. Mr. Carr stated this is also covered by the terms of the Stipulation.

Mr. Casey stated one of the principal issues relating to the site is the Scammell House itself, and they had agreed as part of the Stipulation and Settlement Agreement as well as at the Preliminary Approval that provisions would be made for the preservation of the Scammell House or any portions thereof that were found to be historically significant. Mr. Casey stated they had a lot of dialogue with the Historic Commission on this matter since there are a number of additions to the structure. Mr. Casey noted on a Plan the original portion of the building which is the darker shaded center over which there is a debate as to the date. He stated their documentation indicated that it was 1765, but the Historic Commission believes that it was later in the 18th Century and it was not a pre-Revolutionary structure. Mr. Casey stated there is general agreement that there was an addition put on in 1795 and one in 1931. Mr. Casey stated Scammell bought the property in the 1920s and put on a large kitchen and garage addition in the back and later put in a large ballroom on the western end of the building.

Mr. Casey stated they have given the Historic Commission an opportunity to go through the building and had meetings with them. Mr. Casey stated the Historic Commission recognizes the problems in attempting to restore and maintain a building of this nature. He stated the primary intent is to preserve the House to the greatest extent that it can be preserved. He stated the general agreement that was reached with the Historic Commission was that there would be an aggressive, six-month marketing campaign through brokers that are experienced with the sale of historic structures to attract someone with the financial wherewithal and commitment to acquire and restore the property.

Mr. Casey stated they have given the Historic Commission an opportunity to go through the house, and they have a wealth of photographic documentation on the property copies of which were provided to the developer. Mr. Casey stated they also gave the Historic Commission the opportunity to remove anything that was not physically affixed to the property that they felt might have some significance primarily to Scammell's occupation of the house since they feel the most relevant aspect of the property is when Scammell himself owned it. Mr. Casey stated at the end of six months if they are not successful in finding someone, the builder has agreed to have a scale model reproduced of the structure and given to the Historic Commission to document what the house was like. He stated the Historic Commission would also have the opportunity to remove examples of any doors, hardware, architectural features, trim, and mantels to be preserved for display in a museum. He stated there would also be a reasonable contribution to the Historic Commission which they could use for restoring other properties that are under Township control or toward the preservation of the artifacts and documents that have been preserved from the Scammell's house. At that time the house would then be removed and a new home would be built in similar scale and character to the other homes being built on the Scammell property. Mr. Casey stated the primary intention is to preserve the property, and at this point in time J.P. Orleans, the purchaser of the development, has received a draft letter of intent from a party that has serious interest and commitment to both purchase and restore the property. Mr. Casey added that a letter of intent is not binding, but they feel this is a good faith effort of the commitment that Orleans has made to date to find someone interested in this property. He stated they put a price tag on this lot of almost two acres of \$150,000 which is very attractive.

Mr. Casey stated in their dialogue with the Township and the Historic Commission, the most important aspects of the restoration would deal with the exterior; and the Historic Commission and Township has indicated a spirit of cooperation in working through what is appropriate. Mr. Casey stated basically they want to maintain the general character of the materials. He stated since there are a number of additions to the property, there are certain elements that have been destroyed through natural deterioration that really are not appropriate to try to incorporate back into it, and he particularly noted the Yankee-style gutters which are problematic. He stated the additions to the homes have typical period fascia and soffits with hung gutters. He stated it has been indicated that matching similar detail of the fascia and soffits on the other sections of the building would be appropriate and using half round copper gutters to control the roof run off. Mr. Casey stated the use of slate materials on the roof and copper roofing on the one section where the copper was stolen would be appropriate. He stated the intent would be to refinish the windows.

He stated there does not seem to be any opposition to installation of storm windows, but primarily a storm window of a type that provides good exposure to the window details themselves. Mr. Casey stated he feels the standards of restoration are manageable and appropriate, and they discussed those with the prospective buyer and this was in line with his thoughts.

Mr. Casey stated the other issue they need to discuss relates to the path. He stated originally they agreed to a 5' wide asphalt path that ran along the perimeter of the property. He stated after investigating it further, there have been discussions for years about providing a path connection to Yardley Borough. Mr. Casey stated they met with the Township Manager, Township engineer, and the Zoning Officer and suggested that a payment in lieu of constructing the path might be more appropriate. Mr. Casey stated when they met on May 22 the Township Manager brought out a Comprehensive Pedestrian Walkway Plan which showed the pathway extending along the south side of W. Afton Road where you have direct frontage along the Road. Mr. Casey stated none of the lots in Scammell will have direct frontage on W. Afton. Mr. Casey stated going beyond Lehigh it would be impossible to continue the pathway because of steep slopes and the way the drainage off the State road empties into a swale which runs to Brock Creek.

Mr. Casey stated both the EAC and the County made reference to a 2003 Comprehensive Plan which the developer has not seen, and they indicated that the pathway is shown on the developer's side of the property and extends all the way to Yardley Borough along the north side of W. Afton. Mr. Casey stated they indicated that it would be difficult to extend it along the opposite side of the road. Mr. Casey stated they investigated the conditions that actually exist there, and from Schuyler Drive to the west there is an existing asphalt path that follows along Schuyler. He stated there are also concrete walks along Yardley-Newtown Road, although he is not sure exactly how far they go since they did not realize they extended to their property since everything was so overgrown and not accessible at the time they met with the Township. Mr. Casey stated there is nothing between Schuyler until you get close to Lehigh. He stated there is a walk along the corner property on Lehigh on both sides. He stated as you get down to Yardley Borough, there is nothing on the north side of W. Afton; however, there is a walkway system from Main Street up about halfway between Breece and Lookover.

Mr. Casey stated there is a culvert at Brock Creek that has a concrete sidewalk on the south side and a widened shoulder that does not exist on the north side. He stated if there is a possibility of extending the path system from Lower Makefield to Yardley it seems more appropriate to continue where the path currently exists. Mr. Casey stated what they are suggesting is that they would contribute the cost of constructing the path to the Township which they could

put toward completing the path and make arrangements with Yardley Borough to continue it further. Mr. Casey stated the Township Manager had explained that he had considerable dialogue with Yardley Borough dating back a number of years although nothing was ever formalized.

Mr. Fox asked if there is anything that is in the review letters which they will not comply with, and Mr. Casey stated they would comply with everything other than the additional Waiver for the 2" drop which he already discussed. He stated they would also need direction as to whether the Planning Commission would find it appropriate to recommend to the Board of Supervisors to accept a payment in lieu of constructing the path and also the Planning Commission's concurrence with the general understanding that was reached with the Historic Commission which hopefully will be a non issue through formalization of an Agreement of Sale on the property. Mr. Carr stated the Planning Commission would also have the option to have the Board of Supervisors do what they will with regard to those issues.

Mr. Pazdera noted the letter from Pennsylvania American Water, and Mr. Casey stated Pennsylvania American had indicated that individual booster pumps would be required in the homes which is a typical requirement in areas where they might not have adequate pressure. Mr. Pazdera noted their most recent letter dated 9/5 where it indicates that they are doing an upgrade, and they are suggesting that the developer could avoid having to do that. Mr. Casey stated he had not seen this letter adding that they had indicated that there was a pressure problem in that immediate neighborhood; and they had asked specifically if there were any planned upgrades that would address the area as a whole, and they indicated they had nothing planned, and the minimal increase in pressure that would be required could be achieved through booster pumps which is a cost that goes directly into the plumbing of the home. Mr. Casey was provided a copy of this letter this evening. Mr. Pazdera stated they have indicated that if there was an easement from Yale Drive and the water main was extended from that location rather than Lehigh, the development would then be serviced from a higher pressure zone which would provide greater fire flows and should eliminate the need for the homes to have booster pumps installed. Mr. Casey stated the developer had actually suggested that, and Pennsylvania American's reaction initially was that it would not solve the problem. Mr. Casey stated they will address this with Pennsylvania American; and if that is the practical alternative, it would probably be less costly. He stated they would comply with this based on the arrangements made with Pennsylvania American.

Mr. Dickson stated he understands that as part of the Stipulation it was a requirement that the Scammell House be preserved or at least the original portions dating back to the 18th Century. Mr. Casey stated it was a little vague. He noted specifically Page 6, Number 4 which states, “In the past the Township issued Demolition Permits authorizing removal of the structures. Notwithstanding the fact that Quaker would be entitled to issuance of Demolition Permits, Quaker agrees that it will make provisions for the preservation of the Scammell House or such portions of it which are determined to be historically significant by competent historic and/or architectural authorities.” Mr. Dickson stated he feels the word “portions” means portions of the house and not just items as Mr. Casey noted. He asked if the potential demolition will go against the wording of the Stipulation, and Mr. Casey stated he feels it could be argued that the way this is worded that any portion of the structure that is preserved which could be hardware, trim, mantels, etc. are portions that are found to be significant; and they are making provisions that the Historic Commission would have them. He added that they believe at this point that will be a remote possibility since they do have a party that is seriously interested in moving forward with the acquisition and restoration.

Mr. Casey stated in his discussions with the Historic Commission and the Township, he knows that the Township has had some experience in the difficulty of going through an appropriate preservation and restoration program on homes that they have taken title to; and the Historic Commission recognizes the realities of this. Mr. Casey stated although it is not the most desirable alternative, the Historic Commission understands the practicality and the economics associated with it. Mr. Casey stated the intent is to follow through with the preservation of the Home; and even before they have gotten into a formal marketing program, they have found someone who has the intent to move forward.

Ms. Friedman stated from previous meetings as well as a meeting on the site, she knows that there are some other outlying buildings on the property that were in question; and she asked what will be happening with those other structures. Mr. Casey stated they will be removed. He stated some of the stone will be incorporated into the details of the spillway. Ms. Friedman stated she felt that there was a note indicating that some structures could be relocated. Mr. Casey stated the Historic Commission had asked if that was a possibility, but they have found no one who has an interest in moving them to another location. He stated one of the requests from the party who is interested in restoring the Scammell House is to remove similar materials from those structures – primarily the roof material since one has a slate roof that is in good condition. Mr. Casey stated most of the damaged sections of the Scammell House are the original center core where they had the Yankee gutters. He stated the slate has remained reasonably well intact except for where fallen trees have damaged them, and they have been covered over to protect them from any further infiltration.

Mr. Dickson stated he recalls that Mr. Casey had indicated that the Historic Commission would be able to inventory and collect anything from the buildings that they felt was appropriate, and Mr. Casey stated they have started this already. He stated there was a caretaker living in the original Scammell House for twenty to twenty-five years. He stated the House had three separate heating and utility systems; and over time each of them failed, and the caretaker moved from one section to another. Mr. Casey stated the caretaker had also accumulated quite a bit of his own personal items much of which became debris. Mr. Casey stated the caretaker has removed his property, and the developer collected all of the debris. He added that before anything was removed the Historic Commission went through and documented what they felt they would like to have and photographed and inventoried all of the materials that they took and have them preserved in a secure location. Mr. Casey stated if it gets to the point that the building will be removed, the Historic Commission will have an opportunity to go in and remove the mantels, hardware, trim, etc.

Mr. Casey stated they have developed a cooperative relationship with the Historic Commission. He stated they are working with them within a reasonable level of practicality. Mr. Dickson stated he felt it was agreed at the last meeting that Mr. Casey would adhere to the Stipulation, and that he was gracious in allowing the Historic Commission access to the property. Mr. Casey stated he feels they had that moral obligation.

Ms. Friedman stated this is a relatively small development but they normally discuss second entrances for emergency purposes, and she is not sure that this has been addressed. Mr. Casey stated this was discussed initially, and they considered utilizing the original driveway; however, as they went through the design exercise, it was felt that this was not necessary and the Fire Department and fire consultant were satisfied that they were providing the proper turning radius. The emergency services personnel did express concern about the driveways as to the width and geometry, and they were ultimately satisfied with the responses provided. Mr. Casey stated this was done at Preliminary Approval.

Ms. Friedman stated the homes will have a 35' setback from the curb, and Mr. Casey agreed.

Ms. Friedman noted Lots #11, #12, and #13 which seem to have extremely small back yard allowances. Mr. Casey stated they do have smaller usable space, but they have an additional 50' setback buffer in the back. Ms. Friedman asked about the potential for those lots to have decks, pools, etc.; and Ms. Frick stated they can not place anything in the buffer.

Ms. Friedman stated in a letter dated 8/29/13 Page 7 #18, it states, "In accordance with Condition 12 of the Preliminary Plan Approval, the Applicant shall execute a Stormwater Management Agreement in a form acceptable to the Township." She stated the answer to that was, "The Applicant's attorney will resolve with the Township solicitor if an Agreement is necessary." Mr. Carr stated Condition 12 reads, "Applicant shall comply with Township engineer's recommendations in relation to the stormwater management best management practices. Applicant shall execute a Stormwater Management Agreement in a form acceptable to the Township." He stated if there are any issues with regard to the maintenance of basins or stormwater facilities that might at some point result in the possibility that the Township, in order to keep them functioning, would incur expenses there will be an Agreement with the Applicant and any subsequent owner of the basin lot.

Mr. Casey stated he feels the point made in the review letter is a bit misleading where it says "if determined to be necessary." He stated there is a Stormwater Management Agreement that is required, and their attorney has been in contact with the Township solicitor to formulate that Agreement in an acceptable form. He stated there was another part to the comment that related to the on-lot drainage facilities which are the rain gardens, and the rain gardens become the responsibility of the individual lot owners. He stated there was a comment that indicates that the Township shall have the right to enter onto the lots and maintain them and charge the property owners if they are not maintaining them properly. Mr. Casey stated the Township engineer had requested that a Note be incorporated onto the Plans which they have done.

Mr. Casey showed the light fixtures which were recommended by the Historic Commission. Mr. Casey stated one of the lights is back at the end of the cul-de-sac. Ms. Frick asked if it will be on private property, and Mr. Casey stated it will be in the street right-of-way. Ms. Frick asked who would pay the electric for this, and Mr. Casey stated it would be paid for by the Township. He stated at Preliminary Approval it was the recommendation from the Historic Commission that was supported by the Planning Commission and approved by the Board of Supervisors that there be period-appropriate light fixtures and posts. Ms. Frick asked which Lot the light will be on, and Mr. Casey stated it is in the right-of-way in front of Lot #10, and there is another light at the intersection with Lehigh as you enter the site. He stated the Planning Commission may want to make a recommendation on which fixture and pole or they may want to leave this to the Board of Supervisors. It was the consensus of the Planning Commission that this should be left to the Historic Commission and the Board of Supervisors. Mr. Casey added that both fixtures have full cut-off on the back so there will be no glare to the residents.

There was discussion about the bike path. Mr. Pazdera stated according to the Master Plan it was to be on the development side. Mr. Pazdera stated he is concerned that if they take fee-in-lieu, they will never get the bike path; and he feels they should get the 1,300 feet of bike path now. He stated putting it on the other side of the road could take forever. Ms. Friedman stated putting it on that side would require moving mailboxes and other issues that would need to be dealt with. Mr. Casey stated on Yardley-Langhorne Road there is an asphalt path on the south side which is across the street and it turns down Schuyler. Mr. Clemson showed the location of the bike path on the opposite of W. Afton from Schuyler heading west, and there is a bike path along Schuyler. He stated there is a concrete walk which exists along Lehigh at a location he showed on the plan, and a 1,500' gap east of Lehigh to a point between Lookover and Breece. He stated the walkway stays on the south side all the way to S. Main. He stated along University, because of the steep slopes if a sidewalk is put in along the Scammell frontage, they will probably have to go across and then follow the southerly side. He feels they should take it across and keep it consistent so it matches with the existing bike path along W. Afton which would be a more consistent arrangement staying on the south side.

Mr. Pazdera stated it may be more consistent, but he does not feel it will be built. Mr. Casey stated there seems to be some inconsistency with some Plans, and he tried to contact the Township Manager to see if they could get the Plan that the Manager had brought out at their May 22 meeting to review since it clearly showed the path going along the south side. Mr. Pazdera stated as a bike rider, he would prefer having 1,300' that he can use now rather than not getting it ever.

Ms. Tyler asked if the placement of the bike path on the south side of Afton would require the use of eminent domain, but Mr. Casey stated he did not know. He stated there is a 40' right-of-way from the center line along the developer's side of the property. He stated he had asked the former Township engineer for copies of the Subdivision Plans for the development on the opposite side, but they were never received. Mr. Casey stated they know it was intended to be a 80' right-of-way, but they are not sure what was actually established. Ms. Frick stated Doylestown would have all of this information. Mr. Casey stated they were being guided by the discussion they had with the Township Manager. He stated they are not trying to eliminate it or not pay the cost, but they were trying to be practical.

Mr. Pazdera stated they are currently going through the Comprehensive Master Plan Update, and they have discussed completing the bike path. Ms. Friedman stated she feels that they should recommend that a path be built although it does not have to be in front of the developer's property. Mr. Casey stated they could not commit to building a path that is on property that they do not own. He stated he would

suggest that they pass this matter onto the Board of Supervisors to determine if it should be built along their property or if not, to accept payment of fee-in-lieu and commit to building it at a specific location. Mr. Carr stated they may find that there are neighbors who do not want a path through their yard or that there are a lot of expensive right-of-way acquisition costs that are larger than what would be spent if the path were put on the developer's side. Mr. Pazdera stated he feels they should make the recommendation to the Board of Supervisors that the path be constructed on the developer's side at this time as opposed to taking fee-in-lieu.

Ms. Tyler asked what date they received the Letter of Intent on the Scammell House, and Mr. Casey it was received today by J. P. Orleans.

Ms. Tyler asked what portion of the Scammell House has been deemed historically significant, and Mr. Casey stated the discussions with the Historic Commission go back to the original structure. He stated they are thrilled by the fact that this party that is interested in the House now wants to keep the entire structure. He stated the Historic Commission felt from an architectural historic perspective that the original core was the most important, but they also felt that the greater significance of the House related more to Scammell's occupancy of the House rather than the House itself. Ms. Tyler asked the Applicant if they were prepared to stipulate that any portion of the Scammell House is historically significant; however, Mr. Casey stated he is not competent to make that decision and would be guided by the Historic Commission and the historic studies that were done which indicated that the importance was Scammell's occupancy. Ms. Tyler stated the Board of Supervisors would like the Planning Commission to make a recommendation on this matter, and she feels they need to settle what is or is not historically significant so that the Board can plan for compliance with the Settlement Agreement. She stated there is not clear direction if they do not make this determination. Ms. Friedman stated the Planning Commission has not been given any documentation on what is historically significant.

Mr. Carr stated he feels the Historic Commission will probably ask that the Township solicitor and the developer or the potential purchaser enter into a Façade Easement as to what will be preserved. Mr. Carr stated he feels they have months to get to this point. Mr. Casey stated he felt that someone from the Historic Commission would have been present this evening, and they did submit a hand written letter recommending approval of the Plan and that Plan was presented with the understanding that they had reached with the Historic Commission as he had earlier expressed. He stated they have indicated all along that their primary objective was to preserve the House, and they are working toward that end recognizing that there are physical and financial constraints that the Historic Commission recognized could impair that opportunity. Mr. Casey stated the price that the House has been put on the market for certainly makes it attractive to someone who has the wherewithal and the passion to get involved.

Ms. Friedman stated she feels the most basic understanding of what was discussed should be in writing so that there is something to work from. Ms. Tyler stated her concern is that this buyer may not proceed, and the six months will go by; and she does not want the builder to think that they have the authority to demolish the building. She stated she feels they need to incorporate into the Final Plan what portion of the House is required to be restored.

Mr. Casey stated he has expressed what has been generally agreed upon through the extensive meetings and discussions with the Historic Commission; and although the Historic Commission would not like the building to be taken down, they understand the practicality. Ms. Tyler stated the Historic Commission may not be aware of the obligation placed upon the developer by the Settlement Agreement; however, Mr. Carr stated they are aware of this. Ms. Tyler stated she feels they need to establish what portion of the Scammell House is historically significant and required to be rehabilitated prior to Final Approval. Mr. Pazdera stated the Planning Commission should include this in their recommendation to the Board of Supervisors.

Mr. Dickson stated the Stipulation Agreement specifically calls for the preservation of portions of the House and not items from the House. He stated he feels the Board of Supervisors needs to determine what is historically significant and urge preservation of that before Demolition Permits would be approved. Ms. Tyler stated there may also be the need for a Facade Easement, and Mr. Casey stated this is understood.

Mr. Ed Gavin, 904 Sensor Road, stated he understands that what the Planning Commission is going to recommend to the Board of Supervisors is not what was agreed to between the Historic Commission and Quaker which was if this House is not sold in six months, it would be demolished. Mr. Pazdera stated he feels some part of the House has to be saved, and the Planning Commission is going to recommend to the Supervisors they should make the determination what will be saved. Mr. Gavin stated he understands now that it will not go forward with the letter written by the Historic Commission that it would be okay to market it for six months; and at the end of the period, they could knock it down. Ms. Tyler stated the Township is not bound by that.

Mr. Gavin stated there was also a statement made that if there was demolition, there would be a reasonable contribution made to the Historic Commission; and he does not feel that the Historic Commission takes in or dispenses money. He asked who would determine what is a reasonable contribution, and would it be earmarked for a particular project being done by the Historic Commission or would it go into the General Fund. Mr. Pazdera stated tonight was the first time the Planning Commission heard about this. Mr. Casey stated they had always represented that if

they got to the point that the House was going to be demolished that certain things would be performed including making a scale model of the House which would be presented to the Historic Commission, the Historic Commission would have the opportunity to remove any features of the House that they felt were worth saving, displaying, and documenting as to the character of the House, and a reasonable contribution would be made to the Historic Commission to put toward restoration of another property under Township control or to go toward the development of a museum that they are contemplating.

Mr. Dickson stated he feels the word “portions” that was in Settlement Agreement referred to portions of the House and not items in the House. Ms. Tyler agreed. Ms. Tyler added that the Historic Commission does have a Budget every year and she assumes a contribution made to them would be put in the Historic Commission’s Budget, but they have not had a significant contribution to the Historic Commission to determine what or how it would be spent.

Mr. Jim Ferraro and Ms. Maria Ferraro, 1002 Lafayette, were present. Mr. Ferraro stated he wrote to the Water Company and advised them about the lack of water pressure. Mr. Ferraro stated they have had ongoing concerns with the lot that is directly behind their home. He stated they requested that the Final Plans not be approved this evening without an adjustment to that lot and the building lines on the lot. He stated he is concerned that the size and proximity of the new home will have a negative impact on their property values and a huge impact on their private use and enjoyment of their home. He stated they communicated their concerns four to five years ago when they became aware of the proposed Plans; however, the current Plans reveal that not much has changed. He stated Lot #9 which is behind their property is a 1.6 acre piece of property and they feel accommodations should be made to increase the new home setback and move the proposed home further away from their home. He stated currently it can be within 40’ of their property line, and at a minimum that home should be no closer to their home than any of the other new homes to their neighbors. He stated no other newly-proposed home is positioned as close to any of the existing homes in Sandy Run II, and they feel that they are being treated unfairly. Mr. Ferraro stated the house to be built on Lot #9 will sell wherever it is located on the building envelope as it is a huge envelope. He stated he feels any buyer would prefer that the envelope be changed as well and that the new home be positioned further away from his home.

Ms. Ferraro provided pictures of their rear yard. He stated the foliage seen in the photographs drops in the winter time, and they can clearly see the Scammell House even though it is 300’ away. Mr. Ferraro stated the new home is being proposed in between that area. Mr. Ferraro stated he does not feel it would cost the developer anything to make these minor changes. He stated the simplest solution would be to change the building envelope and push the home further away from them.

He stated they were told that the most recent repositioning of the new home was due to the impervious surface limitations. He stated over the years the house had been moved further away from them toward the end of Yale/Afton Avenue, but in subsequent Plans it has come back so that it is now directly behind them again. He stated it also has a side orientation which means it only has to have a 15' setback. He stated that coupled with the 25' buffer which is the smallest for the entire property puts the new home potentially within 40' of their property line. Mr. Ferraro suggested that they grant a Variance so that they can lengthen the driveway which could push the house further. Mr. Ferraro stated the drawing of their house on all the diagrams is incorrect since they added a patio room on the back which puts them closer to the property line.

Mr. Ferraro stated while the removal of the Scammell House does seem to be in violation of the Stipulation Agreement; if that would happen, the lot lines could be adjusted behind them. He added that Lot #9 is the biggest building lot.

Ms. Tyler asked if the 25' buffer between the house and the property line is part of the Stipulation; and Mr. Casey stated it is as is the setback.

Ms. Friedman asked if there would be a way to reverse the driveway on Lot #9, and Mr. Carr stated before they start to discuss specific solutions, he would like to hear from others in the room who may have other concerns.

Mr. Lenny Lasarino, 1006 Lafayette Drive, stated the proposed house adjacent to him will also have only a 25' buffer so he is concerned about the placement of the new home to his house. Mr. Lasarino asked Mr. Casey if he intends to accept the Letter of Intent received today or will they make a counter proposal. Mr. Casey stated he was advised by representatives from J.P. Orleans that they received a Letter of Intent, and he understood that it was a favorable Letter of Intent. Mr. Lasarino stated he does not understand why the purchaser of the new home would want to be so close to Mr. Ferraro's house which he feels makes it the least attractive new home location because of the proximity to Mr. Ferraro's home.

Mr. Lasarino noted the Erosion and Sediment Control Narrative Sheet which states, "Animal burrows will be filled and capped just below grade level with stone, concrete, or other materials. If this does not discourage them from returning, other measures should be taken to remove the animal population or make areas unattractive for them." Mr. Lasarino stated he is concerned that the surrounding properties will have issues with those animals relocating and creating burrows. He asked if there is not something else that could be done to preserve the wildlife since they will be displacing numerous deer, fox, groundhogs, wild turkeys, etc.

He stated capping their burrows is not a solution, and he feels it will cause a lot of problems for the homeowners surrounding that area. Mr. Lasarino stated when they were doing soil testing adjacent to his property, he had numerous animals move onto his property.

Ms. Tyler asked Mr. Lasarino's opinion on the Scammell House, and Mr. Lasarino stated he is in favor of the restoration of the Scammell House. Ms. Tyler asked Mr. Ferraro his opinion on this, and he stated he is in favor of the restoration of the House as well; but they do not want it to be detrimental to them. Ms. Ferraro stated she does not want a house built behind them before a decision is made on what is going to happen with the Scammell House.

Ms. Tyler stated the setbacks on the Plans are in accordance with the Settlement Agreement from Court, and the Settlement Agreement speaks to the obligation of the builder with respect to the setbacks. Mr. Ferraro stated the setbacks are Ordinance requirements. Ms. Tyler stated the Settlement Agreement dictates the buffer and the setbacks. She stated the Township is somewhat constrained by the contents of the Settlement Agreement.

Mr. Casey stated he knows that there has been dialogue by J. P. Orleans with the Ferraros, and J. P. Orleans has discussed their spirit of cooperation to review and adjust any supplemental buffer plantings on that Lot once a determination is made as to the specific model and orientation of the home to be built to minimize the impact. He stated the supplemental plantings will be primarily evergreens because the Type II Buffer requires a mix of deciduous and evergreen plantings, and there are very few evergreens there now. He stated they were able to adjust the lot line a little bit to give more flexibility on the orientation but until a buyer is known and the actual model selected, they have to maintain the optimum flexibility for the developer.

Mr. Lasarino asked what guarantees they have that the developer will follow through on this since there is nothing in writing which causes him concern. Mr. Casey stated the Planning Commission could make a recommendation that any supplemental plantings required within the buffer be positioned in such a manner to maximize the buffer from the existing home.

Ms. Frick asked Mr. Casey if they have considered a right-hand driveway so that they could move the house over. Mr. Casey stated they would then be looking at the garage; however, Ms. Frick stated the house would then be moved over another 20'. Mr. Casey stated the driveways could be in the setback area. He stated he does not feel the geometries would work flipping the house.

Ms. Ferraro asked if they could bring that Lot's driveway in from Yale; however, Mr. Casey stated there was strong opposition to even one driveway access onto Yale. Mr. Ferraro stated he may have made this objection because it was a side orientation and he was looking into the garage. He stated subsequently the house was pushed further away, and they felt everything was fine; and then two years later, the house was back to where it had been previously and they were advised this was due to the impervious surface.

Mr. Casey noted that Mr. Ferraro had indicated that the photographs were not a true representation of his house, and he understands that they had obtained a Variance to encroach into their rear yard and extend their house closer to their rear property line. He stated the developer had no requirement for a buffer between residential uses other than the requirement in the Stipulation which the developer agreed to as a benefit to the existing homeowners in a spirit of cooperation.

Mr. Ferraro stated he has a problem with the side orientation of the house to be built right behind him and in between his home and the Scammell House. He stated he has sent Mr. Casey notes when he has seen trees fall in back of the Scammell House as he has a clear view. He stated if this "monster" home is placed as close as it can be, he will see it more than just in the winter time.

Ms. Ferraro stated all they are asking for is that the building envelope be adjusted so that it cannot be built right behind their home. She stated the new home owners will not see her home because they will have a side orientation. She stated Lots #11, #12, and #13 have movability on their lots, and they are asking the same thing for Lot #9.

Ms. Friedman stated the Planning Commission is only a recommending body, and they could recommend that the driveway be on the right side so that the building could be pushed over. Mr. Pazdera stated if they shift that house, it will be closer to the Scammell House, and the buyer of that property may not want to proceed; and Mr. Casey agreed this is why they want to maintain the flexibility. He stated there is some flexibility on Lot #9, and Orleans has offered a spirit of cooperation in terms of the buffers and the positioning of the home once the model chosen is known.

Mr. Ferraro stated this has nothing to do with the Settlement Agreement and only has to do with the building envelope on that lot. Ms. Tyler stated the buffer is required under the Settlement Agreement, and it is not just a spirit of cooperation.

Mr. Casey stated it is a spirit of cooperation because there is no Ordinance in Lower Makefield Township that requires a buffer between residential uses, and the developer agreed because of the controversy about the trees to provide buffers. Mr. Carr stated it is a requirement of the Settlement Agreement which was agreed to as a spirit of cooperation.

Ms. Ferraro asked the Planning Commission to make a recommendation to change the building envelope. Ms. Friedman stated the building envelope is mostly determined by the location of the historic dwelling and the mandatory buffer. She stated it is a huge lot and she feels it would be the orientation on the lot and not the envelope which is the entire corner and she does not see the need to make a change to the envelope. Ms. Frick stated once the building envelope is set on the Final Plans, the house can be put anywhere provided it is within the building envelope. Mr. Ferraro stated at a minimum it should not be less than any other home in the existing neighborhood.

Mr. Carr stated he feels you get more privacy when a rear yard is oriented to a side than you do with a rear yard oriented to the rear. Mr. Ferraro stated he is talking about the size and proximity of the home. He stated J. P. Orleans had suggested that they look at one of their developments to see what the proposed home may look like, and that is one of the photographs that he provided.

Mr. Fox stated the Planning Commission is not in the position to alter the size of the building envelope which is driven by Township Ordinances and the Settlement Agreement. He stated the Planning Commission is an advisory board that can make recommendations, but the recommendations have to be based on the law. He stated their concerns are well founded, but there is not a recommendation that the Planning Commission is able to make that would alter the building envelope.

Ms. Friedman stated they could recommend that they look at switching the driveway or relocating the house on the property to minimize the impact. Mr. Fox stated Mr. Casey had earlier discussed about maximizing the buffer. Mr. Casey stated they realize that they will have to supplement the plantings in the buffer, and the Type II Buffer requires a certain number of evergreen and deciduous trees. He stated Orleans has committed to placing the supplemental plantings in that area in such a way to minimize the view, and the evergreen trees will provide a year-round buffer. Ms. Frick asked if the Buffer Plan indicates this now, and Mr. Casey stated it does not since it is under the purview of the Environmental Advisory Council once they go and determine exactly what trees are to going to come down.

Ms. Regina Gepka, 115 University Drive, stated she is a Board member of the Buck Creek Homeowners' Association which is the Association surrounding this property with 135 people surrounding Scammells. She stated they were told in the early discussions of Scammells that it would look and feel like the surrounding development. She stated she agrees that a path should be put in as there are concrete sidewalks on both sides of the existing development. She stated she feels they should connect to the concrete sidewalks. Ms. Gepka stated she has attended the Board of Supervisors' meetings, and she does not recall that they required lighting on the Scammell property. She stated there are no lights in Sandy Run II, and now the developer is proposing two lights. She stated the one light is proposed at the entrance to Sandy Run II which is University Drive not Lehigh Drive, and there are two properties that are there where there will now be a light flashing onto those two existing properties. She is also concerned that the Township will have to maintain these lights in an area where there are not currently street lights.

Ms. Tyler asked Mr. Casey where this requirement came from, and Mr. Casey stated he is not sure whether or not it was the Township's lighting consultant. He stated the light will have a back cut off so there will not be a glare toward the residential homes. He stated the light at the entrance is on the Scammell side of the intersection. Mr. Clemson stated the house is 20' up the road, so he does not feel the light will be a nuisance to the person on that corner. He stated it will be a full cut off fixture, and it will keep the light in the street. He stated it is a safety issue. Ms. Gepka stated they do not have lights now. Mr. Casey stated it may have come from the initial review of the Preliminary Plans, and at some point they were requested to place the lights at those two locations. Mr. Casey stated the Planning Commission could make the recommendation that these be eliminated.

Ms. Frick stated the Township does not have a lighting consultant, and Ms. Friedman stated it would have come from the Township engineer or the Subdivision and Land Development Ordinance. Ms. Frick stated she knows that there has been discussion in the past about lighting at entrances. Mr. Casey stated at some point in the review process, it was recommended that a light be placed at the intersection and a light at the end of the cul-de-sac; and they conformed with that request. Ms. Tyler stated they will ask the Township engineer to advise them why this was required. Ms. Gepka stated the Township should be interested in this as they will now have to maintain lights in a non-lit development. Mr. Casey stated it may have come from the former Public Works Director as they had quite a bit of dialogue with Mr. Hoffmeister. Mr. Pazdera stated the only reason he could see it at the cul-de-sac would be because there is a rain garden in the middle of the cul-de-sac since there could be problems driving in this area at night.

Mr. Patrick Cacacie, 215 W. Afton Avenue, stated he lives across the street. He stated this is the first time he has heard about this development, and he asked if they could get copies of the Plan. Ms. Frick stated the Township does not have any additional copies of the Plan, but they could come into the Township to review the Township copy. Mr. Cacacie asked what type of buffer will be along W. Afton, and Mr. Casey stated the healthy trees that are there will remain, and there will be selective clearing of the diseased trees to allow for better growth of the healthy trees. He stated there will be no additional trees planted in that area. Mr. Cacacie stated several years ago the owner of the property came in and stripped the whole area. Mr. Casey stated that was a previous owner. Mr. Cacacie asked about the buffer zone, and Mr. Casey stated there is a 100' setback off W. Afton and 120' off of Yardley-Newtown. Mr. Cacacie asked if there is an entrance/exit off Yale Drive, and Mr. Casey stated this was not allowed. Mr. Cacacie stated he feels the only location that makes sense for a walking path would be on the north side which is where the development is. He stated if they put a path on the south side, there are eight homes there that will lose at least 20' of their property including his mailbox, a stone wall he spent thousands of dollars to build, and a specimen beech tree; and he asked who will reimburse him for these items. He stated they need to think about the existing residents and not just the developer. Mr. Cacacie stated the walkway currently ends at Breece so a lot of the representations are not accurate.

Ms. Marie Carlson, 219 W. Afton, stated the corner of Schuyler and Afton is a “no walking” zone so people should not be walking there anyway. She stated she would not want the sidewalk on her side of the street.

Ms. Christine Tentolucci, 1014 Lafayette Drive, asked who will maintain the buffer between the properties. She stated trees have been falling from the Scammell property onto the existing properties, and she asked who will be responsible for this in the future. Ms. Frick stated it would be the responsibility of the individual property owners who purchase those lots. Mr. Casey stated they did discuss with the Environmental Advisory Council when they walked the site that if there are any mature trees which have some degree of dead limbs, they will take the whole tree down, and will not do selective pruning that would be a continuous process. Ms. Frick stated they would need to have Township approval by the Township engineer to take down any trees, and the Township engineer would have to go out and verify this. Mr. Casey stated in their meeting with the Township Manager, they were advised that the Environmental Advisory Council would take the lead and determine which trees should be taken down. Ms. Frick stated normal Township practice is that if someone calls the Township about taking trees down, the Township engineer has to go out to verify this. Mr. Casey stated the reason they walked the entire boundary with the engineer at the time and the Environmental Advisory Council was because there have been continuing complaints regarding the condition of trees, and it was determined and is noted on

the Plans that any dead or diseased trees are to come down. Ms. Frick stated Mr. Casey had stated trees would be taken down if there were “dead limbs.” Mr. Carr stated a Township representative would make the decision. Mr. Casey stated if there is a tree that has definite signs of deterioration or damage, the appropriate thing is to take it down and not just cut off parts of it knowing that the rest of it will continue to deteriorate. Ms. Friedman stated there should be an opinion from the Township to concur with that, and Mr. Casey agreed. Ms. Frick asked if this procedure will be transferred to Orleans, and Mr. Casey agreed. Mr. Casey stated Orleans will be bound by all the terms and conditions of Approval. Ms. Tentolucci asked if any trees will be replaced that are taken down in the buffer, and Mr. Casey stated they will conform with what is required under a Type II Buffer which is a combination of evergreen and deciduous trees. Ms. Tentolucci asked that there be more evergreens than deciduous trees along the other side of the buffer because the deciduous trees will lose their leaves, and eight months out of the year, the residents will be able to see into each other’s yards. Mr. Casey stated they fully expect that most of the supplemental plantings will be evergreen trees because there are few, if any, evergreen trees out there now.

Ms. Tentolucci asked how the water pressure will be effected in her neighborhood since they already have low water pressure. Mr. Casey stated they cannot comment on this since they just received the letter from Pennsylvania America this evening, and they will have to have dialogue with them. Mr. Pazdera stated the letter from Pennsylvania America indicates that they are aware of the low pressure at Lafayette, Yale, and Harbor Drive; and they are in the process of boosting the water pressure in the area and replacing some of the aging water mains that service the area. They are expecting this will take care of some of the issues in the area.

Ms. Tentolucci asked that the Township consider the request of the Ferraro’s to make an adjustment for one house in the new development.

Mr. Ed McDade, 1251 Yale Drive, asked who will be responsible for the buffer zone next to his home; and Mr. Casey stated if it is on the Scammell property, the owner of that lot will be responsible. He stated as part of the development process under the advice and direction of the Environmental Advisory Council there will be selective clearing and removal of any damaged, diseased, or deteriorating trees. Mr. McDade stated he did not see on the Plan that there was a lot there, and Mr. Casey stated the lot goes all the way down.

Mr. Chuck Reed, 1224 University Drive, asked if it would be possible for the Planning Commission to recommend a Variance Waiver for the impervious surface on the driveway of Lot #9 which might allow the developer to flip the house which may help the Ferraros. Ms. Friedman stated the Planning Commission will make a recommendation to the Board of Supervisors on behalf of Mr. Ferraro to the extent that they can.

Mr. Lasarino stated he understands that the new homeowners will own the buffer area, and he asked if they can remove trees in that area at their will; and Ms. Friedman stated they cannot, and they need Township permission to remove trees.

Mr. Pazdera moved to recommend to the Board of Supervisors approval of the Final Plans last revised 8/29/13 subject to:

- 1) Applicant stating that they will comply in all respects with review letters;
- 2) Recommend that the Board of Supervisors grant a Waiver regarding the 2" lowering of the inlets in accordance with Section 178.93.F.(5)(b);
- 3) Recommend that the Board of Supervisors require a bike path to be built on the Scammell's corner property, and that they do not accept Fee-In-Lieu of the bike path and do not recommend any Waiver of this Condition.
- 4) Recommend to the Board of Supervisors preservation of the Scammell House in accordance with Paragraph 4 of the Stipulation and Agreement dated 12/1/10 and that the Board of Supervisors receive written documentation from the Applicant pertaining to what portions of the Scammell House are determined to be historically significant and/or are to be preserved prior to issuing Final Plan Approval;
- 5) Recommend to the Board of Supervisors that the Applicant maximize to the extent possible the buffer area and that it be supplemented with evergreens and do whatever they can do in the spirit of cooperation with the Ferraro residence at 1002 Lafayette Drive pertaining to the location of the proposed home on Lot #9;

- 6) Recommend to the Board of Supervisors that the lighting discrepancy with respect to the two street lights proposed be resolved.

Mr. Casey asked that with regard to the Condition related to the Scammell House, rather than requiring the Board of Supervisors to obtain a recommendation prior to Final Plan, he asked that in the event of any portion of the Scammell House is to be removed, the Board of Supervisors consult with an architect with historic confidence before any Permits are issued. Ms. Friedman stated she would prefer that the Condition remain as was stated originally since she does not want the person who may buy the property to think they can remove portions either. Mr. Casey stated he does not know how long this process will take since this has been a topic of discussion for years, and he does not want Approval delayed. Mr. Fox stated he would not want the Township to be in a position where they are violating the MPC because of a Settlement Agreement. Ms. Tyler stated she feels Final Approval would be dependent on compliance with the Agreement, and Mr. Fox stated this is possibly correct. Mr. Fox stated all the Planning Commission is trying to do is insure that there is compliance, and they are looking for the best manner in which to do that.

Ms. Frick stated in the Agreement it states that Quaker agrees to make provisions for the preservation of the Scammell House or portions that are determined to be historically significant by competent historical and/or architectural authorities, and she feels this would be the responsibility of the developer. Mr. Casey stated they followed what they felt was the appropriate procedure because the strongest comments received during the entire planning process were from the Historic Commission, and they sought their advice and came to what they felt was a rational agreement. Mr. Pazdera stated that was what the Historic Commission felt, and they also stated in the letter the Planning Commission received that they were okay with a potential buyer. Mr. Pazdera stated he is concerned that it could still get knocked down, and he wants to protect that from happening.

Mr. Casey stated the recommendation is to comply with the Stipulation Agreement, and all the developer is asking is that Final Approval not be withheld since there is nothing at this point that indicates that any portion of the building will be taken down. He stated it is his understanding that the party that is interested as of now intends to restore the entire property. Ms. Frick stated she is concerned that the person who buys it may want to take it down five years from now, and they still do not know which parts of the structure are restorable. Mr. Casey stated he would still be bound by the Agreement. Mr. Carr stated if he had a client who was buying this property, he would make sure what he could or could not do; and he would ask his seller to enter into an Agreement with the Township as to what can and cannot be done including a Façade Easement, architectural studies, etc.

Ms. Friedman stated their concern is that this is not in writing anywhere. Mr. Carr reviewed what is in the Stipulation Agreement, and he feels the seller will want to see in writing what is required before he closes on the property.

Mr. Pazdera stated the Planning Commission is saying they want to see it in writing as well before they give Final Approval. He stated if someone buys the property, they could let it sit for another ten to fifteen years.

Mr. Casey stated they would have a requirement of a specified time in which the exterior of the property is to be restored to the appropriate level or it could adversely effect the sale of the new homes that they are going to build there.

Mr. Carr stated if at any point the Township becomes dissatisfied with the efforts, they could take them to Court. Ms. Tyler stated they do not want to go in that direction which is why they are recommending it be resolved at the time of Final Approval as this is too big an issue to leave in uncertain terms. She stated they need to know what parts of the building are historically significant and what obligation Quaker Group has with respect to the restoration of the building. She feels this absolutely must be taken into consideration before Final Approval can be recommended.

Mr. Pazdera stated they should send the experts out and determine what needs to be preserved, and put it in writing. Mr. Casey stated they have had experts out, and Mr. Pazdera asked if it is in writing as to what has been agreed to.

Mr. Casey stated they have been talking to the Historic Commission and getting their guidance and advice, and they feel they have been following all of the appropriate steps.

Mr. Dickson stated the Motion indicates that the House should be preserved, and a determination needs to be made what parts of it are historically significant. He stated they know what the Stipulation Agreement says, and that is what the Motion is based on. Mr. Casey stated while he understands this, he is saying that in the event that any portion of the building is proposed to be removed, that appropriate documentation be provided either by the Township or by the builder to determine whether it is historically significant or not. He stated Permits would be required for any type of demolition. Mr. Pazdera stated he is concerned that they are putting this off, and twenty years from now the House will be a pile of stone and will be gone just like other properties they have lost in the Township. Mr. Pazdera asked the date of the Stipulation Agreement, and Ms. Frick stated it was in 2010. Mr. Pazdera stated they have had since 2010 to have an expert go out and indicate what portions need to be saved in accordance with the Agreement.

Mr. Carr stated the obligation that was elaborated on in the Stipulation Agreement and the Preliminary Approval was that as a Condition of Final they have that determination made. He added that in the effort to make that determination they talked with the Township's Historic Commission who indicated that they were prepared to make that determination if and when someone wanted to knock it down. He stated he understands now that may not be good enough and they need to do better than this, but how they accomplish that needs to be determined. Mr. Carr stated they understand that this will be discussed at the Board of Supervisors' meeting, and the developer would like to find a way to do this that does not hold up Final Plan Approval. Mr. Casey stated at this point in time nothing is proposed to be removed. Mr. Carr suggested that the Planning Commission make whatever recommendation they feel is appropriate, and the Board of Supervisors will act on it.

Ms. Tyler stated she feels the determination would be relevant to the Purchase Agreement with the potential buyer, and Mr. Carr stated if he were the purchaser, he would want to know what he can or cannot do. He stated the purchaser will have to look at what is worked out with the Township with regard to the Façade Easement which is specifically referred to in Paragraph 5 of the Preliminary Approval.

Mr. Casey stated the developer did provide a study from a preservation planning consultant and the Historic Commission had their own opinions, and what evolved was the dialogue between the Historic Commission and the Applicant. Ms. Friedman stated while they understand this, there is no concrete verbiage that everyone is comfortable with.

Mr. Ed Gavin stated when Quaker purchased the property, the Stipulation was on the property; but it was noted that the Stipulation came after that time.

Mr. Dickson seconded the Motion and the Motion carried unanimously.

There being no further business, Mr. Dickson moved, Mr. Pazdera seconded and it was unanimously carried to adjourn the meeting at 10:40 p.m.

Respectfully Submitted,

John Pazdera, Secretary

