

COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

VS.

NO. 2020-00454

BARN AT FORESTVILLE LLC

CIVIL COVER SHEET

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

Name of Plaintiff/Appellant's Attorne	YongHan Son, Esq., ID: 3252	223
	Self-Represented (Pro Se) Liti	gant
Class Action Suit	Yes X No	
MDJ Appeal	Yes X No	Money Damages Requested X
Commencement of Action:		Amount in Controversy:
Complaint		More than \$50,000
Case Type and Code Miscellaneous:		
Otho	er	
Other: CIV	IL-EQUITY	

YONGHAN SON
Deputy Attorney General
Attorney I.D. #325223
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
215-560-2414
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA	:
BY ATTORNEY GENERAL JOSH SHAPIRO	: Term:
	:
Plaintiff	: Case No.:
	:
v.	:
THE BARN AT FORESTVILLE LLC	: CIVIL ACTION - EQUITY
1493 Forest Grove Road	. CIVIL ACTION - EQUIT
	•
Furlong, Pennsylvania 18925	•
7	•
and	
TAXABLE DI TIBARANA YA	•
LAWRENCE PLUMMER, JR	•
Individually and as managing member of	:
The Barn at Forestville LLC	:
1493 Forest Grove Road	:
Furlong, Pennsylvania 18925	:
	:
and	:
	:
KAREN PLUMMER,	:
Individually and as managing member of	:
The Barn at Forestville LLC	:
1493 Forest Grove Road	:
Furlong, Pennsylvania 18925	:
Defendants	•

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served,

by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

Bucks County Bar Association 135 East State Street, P.O Box 300 Doylestown, PA 18901 Telephone: (215) 348-9413, or 1-800-273-2929 www.bucksbar.org

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede

decidir a favor del demandante y requerir que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTA NOTA A SU ABOGADO
INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO NI NO PUEDE
PROPORCIONAR UNO, IR A NI TELEFONEAR EL CONJUNTO DE LA OFICINA
(OFICINAS) ADELANTE ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR
CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONA PARA EMPLEAR UN ABOGADO,
ESTE MAYO DE LA OFICINA ES CAPAZ DE PROPORCIONARLO CON
INFORMACION ACERCA DE AGENCIAS ESA OFERTA DE MAYO LOS SERVICIOS
LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO.

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THIS IS NOT AN ARBITRATION CASE

This case has been brought by the Commonwealth under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq. AN ASSESSMENT OF DAMAGES HEARING WILL BE REQUIRED

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA	:	
BY ATTORNEY GENERAL JOSH SHAPIRO	:	Term:
Plaintiff	:	Case No.:
i jamini	:	Case I to
v.	:	
	:	CIVIL ACTION - EQUITY
THE BARN AT FORESTVILLE LLC	•	CIVIL ACTION - EQUIT
1493 Forest Grove Road	•	
Furlong, Pennsylvania 18925	:	
	:	
and	:	
	:	
LAWRENCE PLUMMER, JR	:	
Individually and as managing member of	:	
The Barn at Forestville LLC	:	
1493 Forest Grove Road	:	
Furlong, Pennsylvania 18925	:	
	:	
and	:	
	:	
KAREN PLUMMER,	:	
Individually and as managing member of	:	
The Barn at Forestville LLC	:	
1493 Forest Grove Road	:	
Furlong, Pennsylvania 18925	:	
Defendants	:	

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro (hereinafter referred to as the "Commonwealth" and/or "Plaintiff"), which brings this action on behalf of the Commonwealth pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, et seq. (hereinafter referred to as the "Consumer Protection Law"), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by the Consumer Protection Law.

The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts, and practices of the Defendants. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. 73 P.S. § 201-4.1 for any consumers who were harmed by Defendants' violations of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said law and to recover its costs for enforcement of the Consumer Protection Law. 73 P.S. § 201-8(b).

In support thereof, the Commonwealth presents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa.R.C.P. 1006(c)(1).

THE PARTIES

- 3. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro, which has offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103 and Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120.
- 4. Defendant The Barn at Forestville LLC (hereinafter referred to as "Defendant Barn at Forestville" and/or collectively as one of the Defendants) is registered as a Pennsylvania limited liability company with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (hereinafter referred to as the "Corporations Bureau") with a registered address and principal place of business at 1493 Forest Grove Road, Furlong, Pennsylvania 18925.
- 5. Defendant Lawrence Plummer, Jr. (hereinafter referred to as "Defendant Lawrence Plummer, Jr." and/or collectively as one of the Defendants) is, upon information and belief, a Pennsylvania resident who resides at 1493 Forest Grove Road, Furlong, Pennsylvania 18925 and conducts business at said address.
- 6. Defendant Karen Plummer (hereinafter referred to as "Defendant Karen Plummer" and/or collectively as one of the Defendants) is, upon information and belief, a Pennsylvania resident who resides at 1493 Forest Grove Road, Furlong, Pennsylvania 18925 and conducts business at said address.
- 7. Upon information and belief, Defendant Lawrence Plummer, Jr. and Defendant Karen Plummer are and were at all times relevant hereto husband and wife.

BACKGROUND

- 8. At all times relevant and material hereto, Defendants engaged in trade or commerce within the Commonwealth of Pennsylvania through the operations of a business which offered and provided an event and/or wedding venue and related goods and services to consumers.
- 9. At all times relevant hereto, Defendants Lawrence Plummer, Jr. and Karen Plummer owned the real property, identified as Tax Map Parcel No. 06-18-071, located 1493 Forest Grove Road, Furlong (Buckingham Township), Bucks County, Pennsylvania at which the Defendants used as the event and/or wedding venue (the "Venue Site").
- 10. Defendants Lawrence Plummer, Jr. and Karen Plummer, with actual and/or constructive knowledge, approved, endorsed, directed, ratified, controlled, and/or otherwise participated in the acts and practices alleged herein.
- 11. Upon information and belief, Defendants Lawrence Plummer, Jr. and Karen Plummer had complete control over and participated in the day to day operations of Defendants, including Defendant Barn at Forestville, including, but not limited to, scheduling and managing event dates, entering into contracts with consumers, and making refund decisions and communicating with consumers.
- 12. Upon information and belief, Defendants have been advertising its wedding and/or event venue business on its website (http://forestvillebarn.com) since October 30, 2014, at all times relevant hereto. A true and correct copy of Defendants' advertisements of its business through its website is attached hereto and incorporated herein as Exhibit A.
- 13. Upon information and belief, Defendants have been advertising its wedding and/or event venue business on Facebook (https://www.facebook.com/ForestvilleBarn) since

June 14, 2016, at all times relevant hereto. A true and correct copy of Defendants' advertisement of its business on Facebook is attached hereto and incorporated herein as Exhibit B.

- 14. Upon information and belief, Defendants required a deposit or down payment to secure their services.
- 15. The unlawful acts and practices complained herein were carried out pursuant to the direction and control of Defendants Lawrence Plummer, Jr. and Karen Plummer, and said Defendants directly participated in such unlawful acts and practices.
- 16. The Commonwealth has reason to believe that the Defendants have used or are about to use methods, acts or practices declared unlawful by § 201-3 of the Consumer Protection Law.

FACTS

17. On January 12, 2018, Defendants Lawrence Plummer, Jr. and Karen Plummer were cited by the Buckingham Township for (A) operating a wedding and event venue in a barn at the Venue Site without first obtaining a zoning permit; (B) having more than one principal use; (C) a wedding and event venue is not a permitted use within the AG-1, Agricultural – 1 (Zoning) District; (D) off street parking was not provided in accordance with the zoning ordinance; (E) approval was not obtained in accordance with the zoning ordinance for wastewater disposal from the township and the Bucks County Department of Health, as the premises are not served by public sewage facilities; and (F) failing to meet the licensing requirements and regulations of applicable Township, County, State, or Federal authorities, including for licensing of human service activities, requirements for accessibility of the disabled, sewage disposal requirements, water supply regulations, state road regulations, fire protection requirements and health department requirements as required by the zoning ordinances. A true

and correct copy of Notice of Zoning Violation is attached hereto and incorporated herein as Exhibit C.

- 18. On April 6, 2018, the Defendants Lawrence Plummer, Jr. and Karen Plummer and the Buckingham Township entered into an agreement resolving the Notice of Violation and appeal thereof (hereinafter referred to as the "Agreement") in which the parties agreed to a continuance of the Zoning Hearing Board appeal until after November 10, 2018 subject to the following specific conditions:
 - "A. There shall be no events scheduled in the Barn or on the Subject Property other than those set forth on the schedule attached hereto and incorporated herein as Exhibit "A;"
 - B. The website for the event venue located in the Barn and on the Subject Property shall be shut down immediately;
 - C. Any events in the Barn and on the Subject Property shall end no later than 10 p.m.;
 - D. There shall be no signage for any event or the event venue either on the Subject Property or in the neighborhood/roads surrounding the Subject Property;

 E. Any and all use of either the Barn or the Subject Property as an event venue shall end at 10 p.m. on November 10, 2018."

A true and correct copy of the agreement among Defendants Lawrence Plummer, Jr and Karen Plummer and Buckingham Township is attached hereto and incorporated herein as Exhibit D.

19. In the aforementioned Agreement, Defendants Lawrence Plummer, Jr. and Karen Plummer further acknowledged "... that they do not have any existing approvals/permits which

would permit the ongoing use of the Barn or the Subject property as an event venue. ... [S]hould Plummer hold any event after November 10, 2018 or any event not set forth on Exhibit A [to the Agreement], the Notice of Violation shall be deemed admitted by Plummer and Township shall have the immediate right to an injunction against such events pursuant to" See Exhibit D at 4.

- 20. Upon information and belief, despite said Agreement, Defendants continued to falsely advertise and misrepresent, explicitly or implicitly, that they had the legal authority and/or ability to hold functions, gatherings or events including parties, weddings, and receptions for compensation at the Venue Site and actually held such functions, gathering or events at all times relevant hereto.
- 21. The Commonwealth's investigation revealed that Defendants continued to offer and provide goods and/or services for weddings. Consumers who have used the Venue Site for their wedding posted online reviews at the Wedding Wire (https://www.weddingwire.com), an online review site for wedding venues where consumers can post reviews. A true and correct copy of relevant pages from the online review site for The Barn are attached hereto and incorporated herein as Exhibit E.
 - 22. From said website a comment was posted:

"We had our wedding at the Barn in May 2019 and it was absolutely perfect! We knew from the moment we first toured the space and met with Lonny that it was the perfect place for our wedding. Lonny is super communicative which made the process really easy ... Lonny and his wife take excellent care of their property and it was immaculate with beautiful flowers and care made to the grounds ... I cannot recommend the Barn at Forestville enough to couples looking for a venue that is flexible, reasonably prices, and gorgeous. I truly cannot think of one negative thing to say. It is a dream venue!" Posted by lauren — "married on 05/26/2019"

A response to the above comment was posted by the Defendants: "THE BARN AT FORESTVILLE'S REPLY:

We really enjoyed hosting you, your Family and wonderful guests. The wedding went so well and the weather was very supportive in a season of very challenging rain and storms. Have a super life together. Lonny and Karen

From the website a comment was posted: "memorable venue, great rustic space." Posted by Saba – "married on 09/07/2019"

A response to the above comment was posted by the Defendants: "THE BARN AT FORESTVILLE'S REPLY:
Dear Saba – We very much enjoyed hosting you and your Family, you were a joy to have on the Farm, best of luck in the future."

See Exhibit E.

23. Upon information and belief, despite said Agreement, at all times relevant hereto, Defendants continued to operate The Barn's website (http://forestvillebarn.com) advertising their business as a venue for wedding showers, family gathering, and corporate gatherings with the following statements:

"The Barn at Forestville Team can provide your day with hardwood head tables ... and decoration for any wedding or event ... We also offer various sizes of reception tents, catering tents, heaters, and fans to make everyone happy on your very important day. Rain or shine, you are covered at the Barn at Forestville."

"The BARN at Forestville offers a variety of wedding and event options ... The Main Barn can host both wedding and Reception for up to 150 guests. If you're looking for an outside wedding, the Spring House and Coy pond offers a very Bucks County feel. ... We want your day to be very special, with that in mind we are open to your requests, call us and let's discuss the options."

See Exhibit A.

- 24. On September 11, 2019, the Buckingham Township filed a Complaint against Defendants Lawrence Plummer, Jr. and Karen Plummer seeking injunctive relief. A true and correct copy of the Complaint is attached hereto and incorporated herein as Exhibit F.
- 25. On December 31, 2019, the Court of Common Pleas of Bucks County, ordered that Defendants Lawrence Plummer, Jr. and Karen Plummer are "permanently enjoined and restrained, unless the Buckingham Township Zoning Ordinance is hereafter amended to allow such use, from holding, conducting, organizing, initiating, promoting, permitting to take place, and causing to be advertised on the internet or elsewhere, any function, gathering or event, including parties, weddings, receptions, graduation parties, and corporate functions, but excepting gatherings not for compensation comprised solely of family and friends, on the real property in Buckingham Township [...] located at 1493 Forest Grove Road, Furlong (Buckingham Township), Bucks County, Pennsylvania." A true and correct copy of the Order dated December 31, 2019, is attached hereto and incorporated herein as Exhibit G.
- 26. At all times relevant hereto, Defendants misrepresented, explicitly or implicitly, to consumers that they had the authority and/or legal ability to provide goods and services, including but not limited to the authority and/or legal ability to conduct, organize, initiate, promote and permit to take place wedding and/or other events at the Venue Site, when they knew or should have known that they did not and could not legally provide such goods and services.
- 27. Upon information and belief, Defendants accepted monies from consumers agreeing to provide goods and services, including but not limited to the provision of an event and/or wedding venue at the Venue Site, at a point in time when they did not legally have the authority and/or ability to do so.

- 28. Upon information and belief, in certain instances, Defendants accepted monies from consumers agreeing to provide goods and services, including but not limited to the provision of an event and/or wedding venue at the Venue Site, and thereafter did not provide such goods and/or services to consumers.
- 29. Upon information and belief, in certain instances, Defendants accepted monies from consumers agreeing to provide goods and services, including but not limited to the provision of an event and/or wedding venue at the Venue Site, did not provide such goods and/or services and did not provide refunds to such consumers.

COUNT I - VIOLATIONS OF THE CONSUMER PROTECTION LAW DEFENDANTS FAILED TO PROVIDE THE GOODS OR SERVICES CONTRACTED FOR AFTER RECEIVING MONEY FROM CONSUMERS

- 30. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.
- 31. At all times relevant hereto, Defendants knew or should have known that they did not have the necessary zoning permits and/or township approvals which would permit the use of the Venue Site as an event and/or wedding venue. See Exhibit D at 4.
- 32. On April 6, 2018, the Defendants Lawrence Plummer, Jr. and Karen Plummer entered into the aforementioned Agreement with Buckingham Township, agreeing that no further events would be scheduled at the Venue Site and that Defendants' website for the event venue located at the Venue Site would be shut down immediately.
- 33. However, upon information and belief, Defendants continued to operate its website and entered into contracts with consumers and accepted monies from consumers for events and/or weddings without having the legal authority and/or ability to do so and received

deposits or down payment even when Defendants knew the Venue Site could not be legally used for events and/or weddings.

- 34. By order of the Court of Common Pleas Bucks County, on December 31, 2019, Defendants Lawrence Plummer, Jr. and Karen Plummer were ordered to cease "from holding ... any function, gathering or event, including parties, weddings, receptions ... but excepting gatherings not for compensation comprised solely of family and friends ... at 1493 Forest Grove Road, Furlong (Buckingham Township), Bucks County, Pennsylvania." See Exhibit G.
- 35. Upon information and belief, the scheduled date for some of the events and/or weddings which Defendants agreed to provide and accepted monies for were for a date after Defendants Lawrence Plummer, Jr. and Karen Plummer agreed with Buckingham County not to hold additional events and/or weddings and therefore knew they would not be able to legally hold or provide the promised and agreed upon events and/or weddings. See Exhibit D at 4.
- 36. Upon information and belief, Defendants accepted monies from consumers agreeing to provide goods and services, including but not limited to the provision of an event and/or wedding venue at the Venue Site, at a point in time when they did not legally have the authority and/or ability to do so.
- 37. Upon information and belief, in certain instances, Defendants accepted monies from consumers agreeing to provide goods and services, including but not limited to the provision of an event and/or wedding venue at the Venue Site, and thereafter did not provide such goods and/or services to consumers.
- 38. Upon information and belief, in certain instances, Defendants accepted monies from consumers agreeing to provide goods and services, including but not limited to the

provision of an event and/or wedding venue at the Venue Site, did not provide such goods and/or services and did not provide refunds to such consumers.

- 39. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:
 - A. Section 201-2(4)(ii), which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
 - B. Section 201-2(4)(iii), which prohibits causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
 - C. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, benefits, uses or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have;
 - D. Section 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised; and
 - E. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4) (ii), (iii), (v), (ix) and (xxi).

- 40. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.
- 41. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the Defendants as hereinafter set forth, as well as restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct, as described in the Complaint, to be in violation of the Consumer Protection Law, and any amendments thereto;
- B. Permanently enjoining Defendants, their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto, including but not limited to:
 - i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;
 - ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another in violation of § 201-2(4)(iii) of the Consumer Protection Law;
 - iii. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or

that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of § 201-2(4)(v) of the Consumer Protection Law;

- iv. Advertising goods or services with intent not to sell them as advertised in violation of § 201-2(4)(ix) of the Consumer Protection Law; and
- v. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of § 201-2(4)(xxi) of the Consumer Protection Law.
- C. Prohibiting Defendants from otherwise violating the Consumer Protection Law, and any amendments thereto;
- D. Requiring Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law, to each and every consumer who was harmed by Defendants' conduct and/or who is entitled to restitution from the Defendants under the Consumer Protection Law;
- E. Requiring Defendants to pay, to the Commonwealth, a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty in the amount of Three Thousand Dollars (\$3,000.00) for each and every such violation where the victim is sixty (60) years of age or older;
- F. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania in any business involving holding, conducting, organizing, initiating, promoting, permitting to take place, providing goods or services for, or causing to be advertised on the internet or elsewhere, any function, gathering or event, including but not limited to parties, weddings, receptions,

- graduation parties and/or corporate functions, and requiring Defendants to forfeit their right to engage in any such business in the Commonwealth of Pennsylvania;
- G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- H. Granting such other general and/or further relief as the Court deems just and proper.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW DEFENDANTS MISREPRESENTED TO CONSUMERS THAT DEFENDANTS HAD THE LEGAL AUTHORITY AND/OR ABILITY TO LAWFULLY PROVIDE GOODS AND/OR SERVICES TO CONSUMERS WHEN THEY KNEW OR SHOULD HAVE KNOWN THAT THEY DID NOT HAVE SUCH ABILITY

- 42. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.
- 43. At all relevant times hereto, Defendants misrepresented to consumers that they had the legal authority and/or ability to provide goods and services, including but not limited to the ability to conduct, organize, initiate, promote and permit to take place wedding and/or other events at the Venue Site, when they knew or should have known that they did not and could not legally provide such goods and services.
- 44. Upon information and belief, Defendants accepted monies from consumers agreeing to provide goods and services, including but not limited to the provision of an event and/or wedding venue at the Venue Site, at a point in time when they did not legally have the authority and/or ability to do so.
- 45. Upon information and belief, in certain instances, Defendants accepted monies from consumers agreeing to provide goods and services, including but not limited to the

provision of an event and/or wedding venue at the Venue Site, and thereafter did not provide such goods and/or services to consumers.

- 46. Upon information and belief, Defendants accepted monies from consumers agreeing to provide goods and services, including but not limited to the provision of an event and/or wedding venue at the Venue Site, did not provide such goods and/or services and did not provide refunds to such consumers.
- 47. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:
 - A. Section 201-2(4)(ii), which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
 - B. Section 201-2(4)(iii), which prohibits causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
 - C. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, benefits, uses or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have;
 - D. Section 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised; and

- E. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.
- 73 P.S. §§ 201-3, and 201-2(4) (ii), (iii), (v), (ix) and (xxi).
- 48. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.
- 49. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the Defendants as hereinafter set forth, as well as restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct, as described in the Complaint, to be in violation of the Consumer Protection Law, and any amendments thereto;
- B. Permanently enjoining Defendants, their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto, including but not limited to:
 - i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;

- ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another in violation of § 201-2(4)(iii) of the Consumer Protection Law;
- iii. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of § 201-2(4)(v) of the Consumer Protection Law;
- iv. Advertising goods or services with intent not to sell them as advertised in violation of § 201-2(4)(ix) of the Consumer Protection Law; and
- v. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of § 201-2(4)(xxi) of the Consumer Protection Law.
- C. Prohibiting Defendants from otherwise violating the Consumer Protection Law, and any amendments thereto;
- D. Requiring Defendants to make full restitution to each and every consumer who is entitled to restitution from the Defendants under the Consumer Protection Law;
- E. Requiring Defendants to pay, to the Commonwealth, a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty in the amount of Three Thousand Dollars (\$3,000.00) for each and every such violation where the victim is sixty (60) years of age or older;

- F. Permanently enjoining Defendants in any capacity, from doing business in the Commonwealth of Pennsylvania in any business involving holding, conducting, organizing, initiating, promoting, permitting to take place, providing goods or services for, or causing to be advertised on the internet or elsewhere, any function, gathering or event, including but not limited to parties, weddings, receptions, graduation parties and/or corporate functions, and requiring Defendants to forfeit their right to engage in any such business in the Commonwealth of Pennsylvania;
- G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- H. Granting such other general and/or further relief as the Court deems just and proper.

Respectfully submitted:

COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO ATTORNEY GENERAL

Date: 1-23 - 2020

By:

YongHan Son

Deputy Attorney General

Attorney L.D. Number 325223

Pennsylvania Office of Attorney General

1600 Arch Street, Third Floor

Philadelphia, Pennsylvania 19103

Telephone: (215) 560-2414

Fax: (215) 560- 2494 Attorney for Plaintiff

VERIFICATION

I, Brian Smith, hereby state that I am the Consumer Protection Agent in this action and verify that the statements made in the Commonwealth's *Complaint* are true and correct to the best of my knowledge or information and belief. I understand that the statements made therein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: 1 - 23 - 2020

Brian Smith

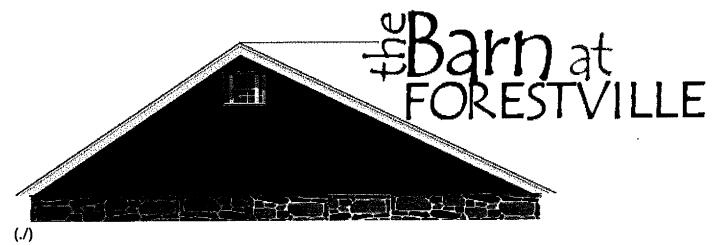
Consumer Protection Agent
Bureau of Consumer Protection
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103

Telephone: (215) 560-2414 Facsimile: (215) 560-2439

Exhibit A

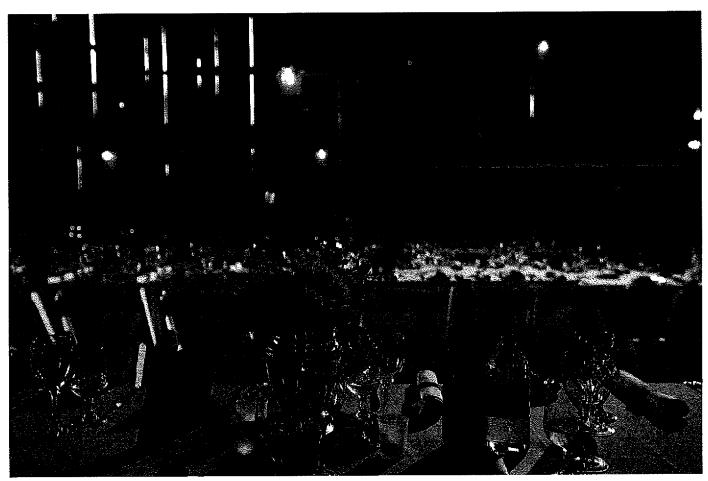
(http://forestvillebarn.com/)

MENU



Weddings & Events in Furlong, PA

(215)598-8051



What we can offer

The Barn at Forestville is THE Location in Bucks county for your Rustic Wedding or Event!

The Barn at Forestville Team can provide your day with hardwood head tables, folding guest (http://forestvillebarn.com/) MENU tables, chairs, table decorations, additional lighting, and decoration for any wedding or event iust bounce your ideas off our team and we will work it out with you.

We also offer various sizes of reception tents, catering tents, heaters, and fans to make everyone happy on your very important day. Rain or shine, you are covered at the Barn at Forestville. The Barn is available for weddings or receptions, in the afternoon or evenings, until 12 midnight. Normal rental is 6-8 hours. The space has no restroom facilities, so you'll need to rent them from our recommended vendors or elsewhere. We will supply power and water, and space for restrooms.

The Barn at Forestville

1493 Forest Grove Road, Furlong PA 18925

Google

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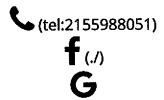
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Open from April to October

OK

http://forestvillebarn.com/)Forestville	MENU
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(https://www.flickr.com/photos/forestvillebarn/)



Weddings & Events in Furlong, PA

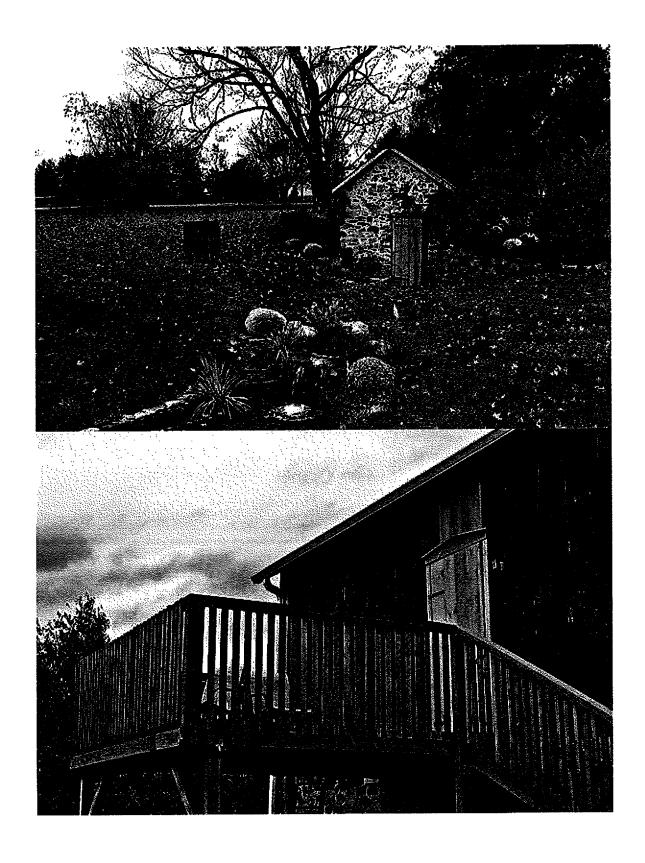
(215)598-8051

(http://forestvillebarn.com/)

MENU

History

The BARN at Forestville was built in the 1860's in the village of Forestville Bucks County by the Amish for the Samuel Gray Family. It was one of 5 barns built at the time, only 2 remain today. Forestville has been renamed Forest Grove, but the history of Forestville still lives on in The Barn at Forestville.



The Grounds

The Barn has been restored to its original rustic grace, with some key updates in-terms of Cherry Bar area, vintage lighting, DJ Loft, outdoor deck above the Catering area and a wonderful hard wood dance floor area in what was the hayloft.

The Spring house and coy pond offer a spectacular location for your wedding ceremony. The Barn is surrounded by horse paddocks with English 5 Bar Gates. We look forward to sharing the property with you and your guests.

The Barn at Forestville 1493 Forest Grove Road, Furlong PA 18925

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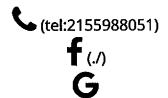
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Open from April to October

Contact The Barn at Forestville

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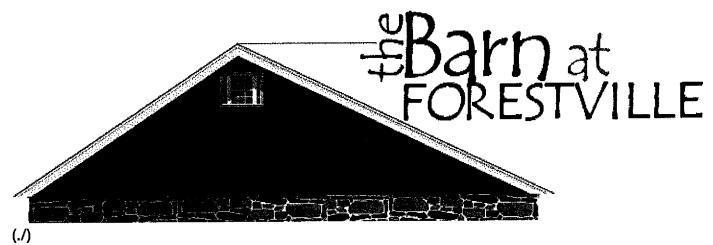
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(https://www.flickr.com/photos/forestvillebarn/)

(http://forestvillebarn.com/)

MENU



Weddings & Events in Furlong, PA

(215)598-8051



Events at the Barn

Host your event at the rustic Barn at Forestville!

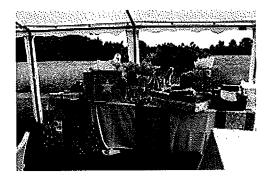
(http://forestvillebarn.com/)

MENU

The BARN at Forestville offers a variety of wedding and event options. Let Swank Foods Cater the day, from an English Tea to an all American BBQ, let us know what you have in mind.

The Main Barn can host both wedding and Reception for up to 150 guests. If you're looking for an outside wedding, the Spring House and Coy pond offers a very Bucks County feel. We also offer outside Tent Receptions and Parking for all your guests.

We want your day to be very special, with that in mind we are open to your requests, call us and let's discuss the options.

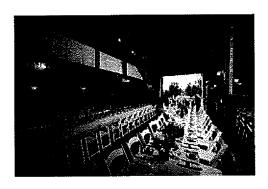


Wedding Showers

Tired of going to a restaurant for the same old shower? Have it in the Barn or in the Gardens! Rent a tent or have it in the Barn, make the day very special for your bridal party! Let Swank Foods Cater the day, from an English Tea to an all American BBQ, let us know what you have in mind.



Family Gatherings (http://forestvillebarn.com/) MENU
Get the family together in the Barn or outside in the Gardens when you need some additional space or just want to show out-of-town family what living in Bucks county can offer. Bring in a caterer or rent our barbecue stuff and cater it yourself. Let's get it going for a special family day at the Barn!



Corporate Events

If you're looking for a unique rustic venue for a sales meeting, a corporate lunch or dinner, then the Barn may be just the ticket. The Barn is set up with the latest audio/video equipment, and has internet access. Let us know what you need and we will set it up for you and your team. The Barn is open for rental during the week if this is needed.

The Barn at Forestville

1493 Forest Grove Road, Furlong PA 18925

Google

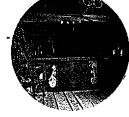
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	essful for the following reason: REQUEST_DENIEDGeocode wing reason: REQUEST_DENIED Open from April to October n at Earestville	was not
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Exhibit B

1/16/2020

The Barn at Forestville - Performance & Event Venue - Furlong, Pennsylvania - 4 Reviews - 19 Photos | Facebook





The Barn at Forestville
@ForestvilleBarn

Home

Posts

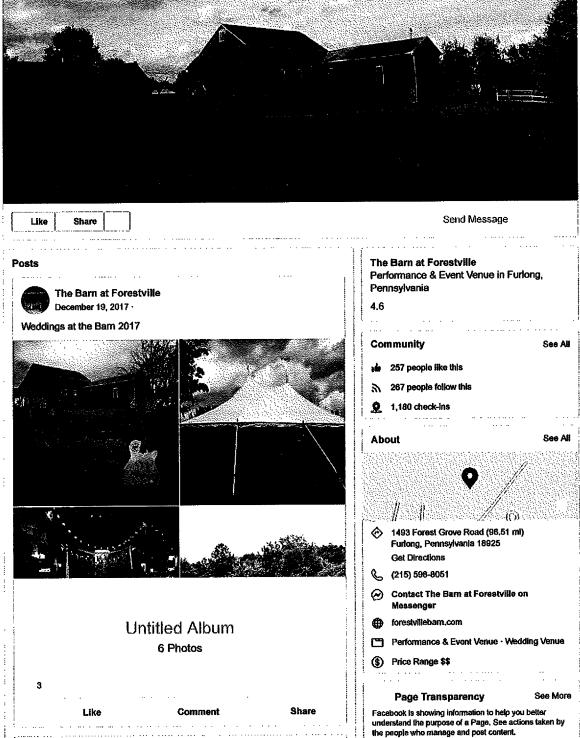
Reviews

Photos

About

Community

Create a Page



See more of The Barn at Forestville on Facebook

Log in

or

Create New Account



The Barn at Forestville @ForestvilleBarn

Home

Posts

Reviews

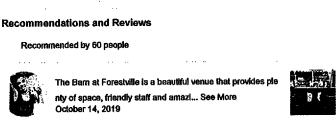
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About

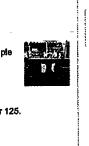
Community

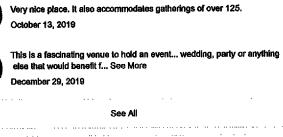
Create a Page





See All







See more of The Barn at Forestville on Facebook

Log In

or

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American Restaurant

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

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See More



The Barn at Forestville
@ForestvilleBarn

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Photos

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Community

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or

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Exhibit C

RUCKINGHAM TOWNSHIP

P.O. Box 413, Buckingham, Pennsylvania 1891 Phone (215) 794-8836 Fax (215) 794-8837 www.buckinghampa.org



January 12, 2018

Lawrence & Karen Plummer A.K.A. The Barn at Forestville 1493 Forest Grove Road Furlong, PA 18925

Certified Mail #7017 0660 0000 5539 3923

Location: 1493 Forest Grove Road, TMP # 06-018-071

RE: Notice of Zoning Violation

Dear Mr. & Mrs. Plummer,

This Enforcement Notice is sent to Lawrence & Karen Plummer as the owner of record of 1493 Forest Grove Road, Buckingham Township, Pennsylvania, Bucks County Tax Parcel: 06-018-0711 (hereinafter "Property") in accordance with Section 616.1 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10616.

1. Owner of Record:

Lawrence & Karen Plummer

2. Location of the Property in Violation

1493 Forest Grove Road Buckingham Township, Pennsylvania

3: Specific Violation(s):

A. You are in violation of Article 34, Section 3401 of the Buckingham Township Zoning Ordinance as amended to April 14, 2010 (hereinafter "ZO") for undertaking the following acts without first obtaining a zoning permit.¹

No use may be established or changed, no structure may be exected, constructed, reconstructed, altered, razed, removed, no building used or occupied, changed in use or changed in nonresidential occupancy and no dumping of soil or other substance or material as landfill shall take place until a zoning permit has been secured from the zoning officer.

Article 34, Section 3401 of the Buckingham Township Zoning Ordinance provides:

Lawrence & Karen Plummer
A.K.A. The Barn at Forestville
January. 12, 2018
Page 2 of 4

- i. Operation of a wedding and event venue without first obtaining a Zoning permit and a Use and Occupancy permit for the operation of a business venture in Buckingham Township.
- B. You are in violation of Article 4, Section 400 of the ZO for having more than one principal use.2
- C. The wedding and event venue is not a permitted use within the AG-1, Agricultural -1 (Zoning) District where Bucks County Tax Parcel: 06-018-0711 is located. ZO Article 5, Section 501 A.
- D. Off street parking has not been provided in accordance with ZO Article 30, Sections 3011 A., C. B., I., and K.³
- B. Approval has not been obtained in accordance with Article 4; Section 402 C. of the ZO for wastewater disposal from the township and from the Bucks County Department of Health, as the premises are not served by public sewage facilities.

Section 3011 Off-Street Parking - General Regulations

- A. Parking shall be provided off street unless on street parking is specifically permitted by this ordinance.
- C. Parking areas for all uses except residences shall be designed to permit each motor vehicle to proceed to and from the parking space provided for it without requiring the moving of any other motor vehicle. Wherever possible, parking area for residential uses shall be designed to permit each motor vehicle to proceed to and from the parking space without requiring the moving of any other motor vehicle. This shall not be required for residential uses in village districts.
- B. Whenever there is an alteration of a structure or a change or extension of a use that increases the parking requirements according to the standards of this Ordinance, the total additional parking required for the alteration; change or extension shall be provided in accordance with the requirements of that section.
- I. For parking areas of three (3) or more vehicles, the area not landscaped and maintained, including driveways, shall be graded, surfaced with asphalt or other suitable material, and drained to the satisfaction of the Township Engineer to the extent necessary to prevent dust, erosion, or excessive water flow across streets or adjoining property. All off-street parking spaces shall be marked so as to indicate their location, except where the permitted parking lot material does not permit marking. Failure to keep parking areas in satisfactory condition (i.e., free from holes, clearly delineated, or properly graded) shall be considered a violation of this Ordinance.
- K. For any use in any district for which parking is not otherwise specified, Parking shall be provided as follows:
 - Residential Uses 2 spaces per dwelling unit plus an additional space for every bedroomover 2 and 0.25 spaces per unit for overflow parking.
 - 2. All Other Uses 1 parking space per every 200 square feet of Floor Area plus one parking space for each employee.
- C. No final or preliminary plan of subdivision or land development shall be approved and no zoning permit shall be issued until approval is obtained for wastewater disposal from the township

² Article 4, Section 400 B. of the Buckingham Township Zoning Ordinance provides: "On any property, lot, lax parcel or tract of land, only one (1) principal use shall be permitted."

Lawrence & Karen Plummer A.K.A. The Barn at Forestville January 12, 2018 Page 3 of 4

F. You have failed to meet the licensing requirements and regulations of applicable Township,
County, State, or Rederal authorities, including for licensing of human service activities, requirements
for accessibility of the disabled, sewage disposal requirements, water supply regulations, state road
regulations, fire protection requirements and health department requirements as required by Article 4,
Section 402 B. of the ZO.³

4. Dates Before Which Steps for Compliance Must be Commenced and Completed:

Steps to comply with ZO §§ 400, 402 B., 402 C., 501 A., 3011 A., 3011 C., 3011 B., 3011 I., 3011 K., and 3401, must be commenced and completed within 30 days from receipt of this notice.

5. Right to Appeal to the Zoning Hearing Board

If you wish to challenge this determination, Article 36, Section 3604 of the ZO provides "Interpretation Appeals" "Any person aggrieved by any decision of the Zoning Officer shall have the right to appeal to the Zoning Hearing Board within thirty (30) days of such decision ... " A copy of the Zoning Hearing Board Application is attached. The fee for the Zoning Hearing Board for commercial, industrial and pending or prospective land development applications is \$1,500.00 plus \$300,00 escrow for the court reporter service. Any filing fees paid by a party to appeal an enforcement notice to the zoning hearing board shall be returned to the appealing party by the municipality if the zoning hearing board, or any court in a subsequent appeal, rules in the appealing party's favor.

6: Failure to Comply with the Notice Within the Time Specified:

Failure to comply with this notice within the time herein specified, unless extended by appeal to the Zoning Hearing Board, constitutes a violation. Buckingham Township Zoning Ordinance Section 3801-Enforcement Remedies states that any person, partnership or corporation who or which has violated or permitted the violation of this Ordinance shall, upon being found liable thereof in a civil enforcement proceeding commenced by the township, shall pay a judgment of not more than \$500.00 plus court costs, including reasonable attorney fees incurred by the township as a result thereof. Bach day that a violation continues shall constitute a separate violation.

and from the Bucks County Department of Health, unless the premises are served by public sewage facilities, in which case the agency providing sewage disposal services shall be required to provide evidence that the property will be served by public sewerage. Documentation certifying that treatment capacity from the authority providing treatment is available shall be required prior to plan approval or zoning permit issuance.

B. All uses permitted in the Township shall be subject in addition to these ordinance regulations to all other applicable Township. County, State, or Federal requirements and licensing regulations and to the requirements of any other agency with jurisdiction. These include but are not limited to regulations for licensing of human service activities, requirements for accessibility of the disabled, sowage disposal requirements, water supply regulations, soil erosion and sedimentation control requirements, floodplain regulations, state road regulations, fire protection requirements.

Lawrence & Karen Plummer A.K.A. The Barn at Forestville January 12, 2018 Page 4 of 4

If you have any further questions on this matter, please do not hesitate to contact my office at 215-794-

Sincerely,

Richard G. Myers. Zoning Office

cc. Dana Cozza, Township Manager
James Kettler, Director of Building and Codes
Legal File

Exhibit D

AGREEMENT

BACKGROUND

- A. Plummer owns property at 1493 Forest Grove Road; Furlong,
 Buckingham Township, Bucks County, Pennsylvania which is further identified as
 Tax Map Parcel No. 06-018-071 (the "Subject Property").
- B. Plummer lives in a single-family residence on the Subject property which also has a 150-year-old barn building (the "Barn"). Plummer currently operates an event venue out of the Barn.
- C. On January 12, 2018, the Township Issued an Notice of Violation ("Notice of Violation") to Plummer stating, inter alia, that the event venue being operated in the Barn and on the Subject Property is not a use permitted by the Zoning Ordinance and that Plummer did not receive the necessary approvals to operate the event venue in the Barn and on the Subject Property.
- D. On February 9, 2018, Plummer appealed the Issuance of the Notice of Violation by filing a Zoning Application ("Application") to the Buckingham.

 Township Zoning Hearing Board ("Zoning Hearing Board").
- E.: A hearing before the Zoning Hearing Board is presently scheduled for April 9, 2018, within sixty (60) days of the filling of the Application, 53 P.S. §

10908 (1.2). While the hearing could conclude that evening, the hearing could also be continued with Each subsequent hearing before the board or hearing officer shall be held within 45 days of the prior hearing. Id. After the hearing is concluded, a written decision is to be issued within 45 days. 53 P.S. § 10908 (9). During the pendency of the matter before the Zoning Hearing Board, the application acts as a stay. 53 P.S. § 10915.1. Thereafter, an appeal by a party of the Zoning Hearing Board written decision to the Court of Common Please has to be made within 30 days of that decision. 53 P.S. § 101002-A. Thereafter, the Zoning Hearing Board has 20 days to certify to the court its entire record. 53 P.S. § 101003-A (b). After that, the parties would be allowed several months for the filing of briefs; after which the Common Pleas court would issue its written decision. The appellants may petition the court having jurisdiction of land use appeals for a stay during the pendency of the appeal. 53 P.S. § 101003-A (d).

F. Following the filing of the Application, the Parties met to resolve the matter. In consideration of the prospective protracted litigation between the parties, the expense of such litigation, and that the litigation would not conclude prior to the Fall of 2018, the dialogue led to the preparation of this Agreement; the purpose of which is to resolve the matter to the mutual benefit of the Parties.

NOW THEREFORE, in consideration of the facts set forth in the Background of this Agreement, and in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby and for good, valuable and sufficient consideration, receipt whereof is hereby acknowledged, agree as follows:

- Incorporation of Background. The Background to this
 Agreement is incorporated into the body of this Agreement as if fully set forth in the body of this Agreement.
- 2. <u>Continuance of Zoning Hearing</u>. The Parties agree to mutually request a continuance of the hearing on the Application before the Zoning Hearing Board, which is currently scheduled for Monday, April 9, 2018. The Parties also agree to grant and extension of time to the Zoning Hearing Board so that the required hearing does not have to be scheduled until a date which is after November 10, 2018.
- 3. <u>Conditions for the Continuance/Extension</u>. As a condition for the continuance request and the grant of extension, Plummer shall comply with the following:
- A. There shall be no events scheduled in the Barn or on the Subject Property other than those set forth on the schedule attached hereto and incorporated herein as Exhibit "A;"
- B. The website for the event venue located in the Barn and on the Subject Property shall be shut down immediately;
- C. Any events in the Barn and on the Subject Property shall end no later than 10 p.m.;
- D. There shall be no signage for any event or the event venue either on the Subject Property or in the neighborhood/roads surrounding the Subject Property; and

- E. Any and all use of either the Barn or the Subject Property as an event venue shall end at 10 p.m. on November 10, 2018.

 If any of the above conditions are violated at any time, the Township may immediately request the Zoning Hearing Board to schedule a hearing on the Application.
- F. After November 10, 2018 the Application shall be deemed withdrawn by Plummer as of October 1, 2018
- No right to Event Venue Use. Plummer agrees that they do not have any existing approvals/permits which would permit the ongoing use of the Barn or the Subject property as an event venue. Township Agrees that provided Plummer shall not hold any event after November 10, 2018 or any event not set forth on Exhibit "A" that Township shall not seek any enforcement remedies pursuant to the Notice of Violation. However, should Plummer hold any event after November 10, 2018 or any event not set forth on Exhibit "A", the Notice of Violation shall be deemed admitted by Plummer and Township shall have the immediate right to an injunction against such events pursuant to 53 P.S. § 10617 and/or 53 P.S. § 10515.1 and to seek enforcement remedies under 53 P.S. § 10515.3. and/or 53 P.S. § 10617.2, with the judgement commencing as of the date of the event after November 10, 2018 or the date of any event not set forth on Exhibit "A". It is the intent of the parties that Plummer have no events after November 10, 2018 unless Plummer first obtains any and all required Township, County and State approvals for the use and development of the Barn and Subject Property for the same. In order to avoid unnecessary and costly

litigation, in recognition of the stay of the Notice of Violation ongoing litigation would entail, and for Plummer to accommodate the events already scheduled at the time the Notice of Violation was issued, the parties have agreed to continue the hearing on the Application before the Zoning Hearing Board, in consideration of Plummer's agreements herein. Nonetheless, Township continues to maintain the efficacy of the Notice of Violation.

- 5. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, heirs, successors and assigns.
- 6. Entire Agreement. This Agreement shall constitute the entire agreement among the parties hereto and, unless otherwise stated herein, supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against any party unless that party shall have consented thereto in writing.
- 7. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 8. Notices. All notices or other communications required or permitted to be given under the terms of this Settlement Agreement shall be in writing and shall be sent by certified mail, postage prepaid or by private carrier guaranteeing next day delivery, addressed as follows:

If to Plummer, addressed as follows:

Lawrence and Karen Plummer 1493 Forest Grove Road Furlong, Pennsylvania 18925

With a copy to:

Eric C. Frey, Esquire Dischell, Bartle & Dooley, P.C. 224 King Street Pottstown, PA 19464

If to the Township:

Buckingham Township P.O. Box 413 Buckingham, Pennsylvania 18912

With a copy to:

Craig A. Smith; Esquire Smith & Porter, P.C. 301 S. State Street Newtown, PA 18940-1997

Agreement may be executed in counterparts, each which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding on all the parties hereto, notwithstanding all the parties are not signatory to the original or the same counterparts. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the

party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ":pdf" signature page were an original thereof. For all purposes, including, without limitation, recordation, filling and dalivary of this Agraement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement.

Agreement to be executed the day and year first above written.

Date: 46 19

Date: 4 6 18

PLUMMER

Noureace Ultimine

DY. CONCALL W

TOWNSHIP

BUCKINGHAM TOWNSHIP

Date: 4/6/18

Bv:

Dana Cozza, Township W

Attest:

EXHIBIT "A"

SCHEDULE OF 2018 EVENTS

BARN Client List

	PARIO Full	Pald 40%				
Event Da	Event Date / Name					
7-Apr	Reform)	Party				
	Seltienick <u>.</u>	Wedding				
21-Apr	Nàsh	Wedding				
		Reception				
5 May	Planky Dan Swank	Party				
12-May	Hall	Wedding	, ,			
19-May		Wedding	•			
	inderson.	Wedding				
	LCODO	Party				
	Gilligan	Wedding				
	Carroll	Wedding				
	Griffih	Wedding				
	(aylor	Wedding				
7-Jul		Party				
14-Jul		Party '	• •			
21-Jul	Miller.	Wedding				
28-Jul	open					
4-Aug	Na Boak					
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	Anderson	Wedding				
25-Aug	Lucker	Parsy				
1-Sep	Sacini .	Wedding				
8-Sep	Moda/ck	Wedding				
	Ramun	Wedding				
	Plane(lan)	Wedding				
29-Sep		Wedding				
	Javajui .	Wedding				
	McCind	Wedding				
14-Oct	Brown Sunday	Сегатопу				
20-Oct	Buwer	Wedding				
27-Oct	Aghen):	Wedding .				
3-Nav	Burits	Wedding				
10-Nov	stellan	Wedding				
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Exhibit E

(Y) WELDINGWIRE PLANNING TOOLS VENUES VENDORS FORUMS DRESSES IDEAS REGISTRY

WEDDING WEBSITE

SHOP

Weddings / Wedding Venues / Barn & Farm Weddings / Pennsylvania Barn & Farm Weddings / Philadelphia Barn

The Barn at Forestville

1493 Forest Grove Road, Furlong, PA 18925 Map · Phone number

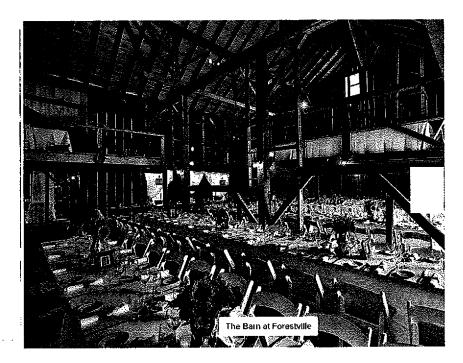
Request pricing

5 reviews

Guest capacity

4.0 out of 5.0

28 50 to 150



~ ≥ MESSAGE VENDOR First and last name mm/dd/yyyy Number of guests Write your message

PREFERRED CONTACT METHOD

Email Phone number

By clicking 'Request pricing', I agree to WeddingWire's Privacy Policy and Terr of Use

Request pricing

☆ Write a review .

Other couples have also viewed:







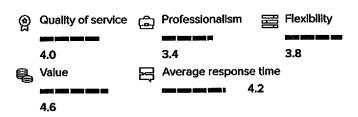
New Tripoli, Pennsylvania- based Olde Homestead Golf Club is home to two unique country chic wedding venues. Nestled in... A STORYBOOK SETTING FOR CELEBRATION IN BUCKS COUNTY Peddler's Village In beautiful Bucks County is an everything but... The Bucks Club is a country club wedding venue located in Jamison, Pennsylvania. With versatile and accommodating event...

5 Reviews for The Barn at Forestville

Write a review

Recommended by 80% of couples

4.0 out of 5.0



10 USER PHOTOS









+6

5 The Barn at Forestville Reviews

Sort by: Rating: Highest



lauren - married on 05/26/2019

5.0 v

May 2019 wedding

We had our wedding at the Barn in May 2019 and it was absolutely perfect! We knew from the moment we first toured the space and met with Lonny that it was the perfect place for our wedding. Lonny is super communicative, which made the process really easy. He allowed us to come tour the space again closer to the date with our coordinator so we could re-imagine the venue and plan accordingly, and he went over everything in detail with us, and even pulled out some great things for the wedding from the barn we didn't even know he had!

Lonny and his wife take excellent care of their property and it was Immaculate with beautiful flowers and care made to the grounds. So many people told me how stunning it all was. The barn itself is so beautiful with so much character and charm, that we did not have to much to "dress it up."

I cannot recommend the Barn at Forestville enough to couples looking for a venue that is flexible, reasonably priced, and gorgeous. I truly cannot think of one negative thing to say. It is a dream venue!

-⊠ MESSAGE VE	NDOR
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Write your message	

企》Hired?

(*) Save

PREFERRED CONTACT METHOD

Email Phone number

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☆ Write a review





THE BARN AT FORESTVILLE'S REPLY:

Lauren / Andrew - We really enjoyed hosting you , your Family and wonderful guests . The wedding went so well and the weather was very supportive in a season of very challenging rain and storms. Have a super life together.

Lonny and Karen



Kelsey Dugan · married on 09/08/2018

5.0 v

Amazing venue

I have to Disagree with previous comments. Lonny the owner is wonderful, he accommodated all of our needs and at one point even said to me " its your day we can do what you want". The venue is beautiful and we had the best wedding. My husband and I got married Sept 8,2018 and the entire day was perfect! I highly recommend this venue to anyone looking for a barn venue in this area!

Sent on 11/15/2018

THE BARN AT FORESTVILLE'S REPLY:

Kelsey - Thank You, we very much enjoyed having your wedding at the Barn, it is always easy when our clients are wonderful people like you, Shane and your family are.

All the best and hope to see you both again in the future.

Lonny and Karen



Saba · marrled on 09/07/2019

4.8 🗸

memorable venue

memorable venue, great rustic space.











THE BARN AT FORESTVILLE'S REPLY:

Dear Saba - We very much enjoyed hosting you and your Family, you were a Joy to have on the Farm, best of luck in the future.



John - married on 04/24/2017

3.2 🗸

First and last name Email (Phone number (mm/dd/yyyy Number of guests Write your message

PREFERRED CONTACT METHOD

Email Phone number

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☆ Write a review

a reasonable price are almost impossible to find. However the Forrestville Barn is definitely one of those few (Believe me I did my homework) gems you will want to consider. This barn venue offers many great amenities that you will struggle to find elsewhere at the same price-point.

The benefits of this venue are numerous however be prepared to deal with an owner who is very particular about his land and his facilities. Specifically, be prepared to address concerns about:

- 1. Whether your setup crew will morf into an unauthorized pre-gaming party on his property. (Sadly the owners extreme anxiety over this issue in particular caused several awkward conversations resulting in me and my wife bringing only a fraction of the help we needed for set up the day of the event. As a result, many of our guests showed up while we were still in sweaty clothing when we were supposed to be in our wedding dress/sult, reenacting our wedding attire for those who could not make it to our destination event in Cancun. As a result we were not dressed, and our appetizer and dessert tables were not ready. Our guests started helping us finish setting up, while begging us to leave the barn to go get ready. I have to say we were completely humiliated as a result of this happening and this could have been avoided if the owner made us feel comfortable having the help we needed on his property ahead of time for setup, but he didn't.
- 2. Having all your personal property removed from his venue by early afternoon the following day so the owner can start immediately preparing for an event he may have chasing yours that evening.

If you want to shop around also look at Tinicum Barn 30 minutes down the road. This venue is much cheaper and allows longer access to the facility however has less amenities.

Sent on 09/26/2017



Jennifer · married on 09/22/2018

2.0 🗸

I wish there had been more reviews prior to us booking this venue. The venue itself is beautiful, but the owner lacks professionalism. Beware - he will nickel and dime you to keep your deposit. During your event he will wander around making your guests uncomfortable & he leaves things out for you to use that were not originally ordered and then charge you for them. He left two big fans in the hay loft and when my guests turned them on towards the end of the night he charged us. He charged us for a few cigarette butts and beer bottles he found (See photos he sent) \$100, which really was no big deal and I would not have minded paying but the rest made this seem so petty. He put down a dance floor that we never ordered, then threw a small temper tantrum when I asked him to remove it with the help of three of our set up crew, and \$100 shows up on our final invoice. He left a pergola and some doors at the ceremony site, asked me if he could leave them, I said yes because after the dance floor issue, I just didn't want to deal with him and then he charged us \$200, both were really not nice, but I rolled with it. He turned on the fire pit we never asked for, I didn't even notice it was turned on or I would have had him turn it off, & then \$40 charge for propane.

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Request pricing

Write a review

宏》Hired?

Save

double booked another couple and he chose us to change the date and be inconvenienced. He will do anything to keep your deposit, be careful when you book this venue.

When we left my husband said all good, he replied yes, there are some add- ons I will email you, we never assumed so many, he actually billed us and kept our deposit with all of his add-ons. We had a beautiful wedding, it was truly perfect besides the issues with Lonny the owner.

Sent on 09/26/2018

Awards

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The Barn at Forestville Pricing



The Barn at Forestville Price Rates
View pricing

Map

 1493 Forest Grove Road Furlong, 18925 See on map 2155988051 (Phone number)



The Barn at Forestville Barn & Farm Weddings

5

Request pricing

	Hired?	\Diamond	Save
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MESSAGE VEI	NDOR
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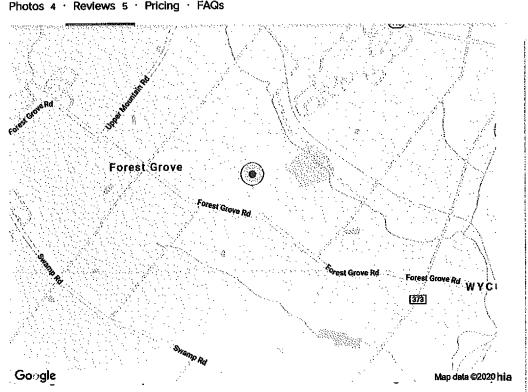
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☆ Write a review



Barn & Farm Weddings Hotel Weddings Philadelphia Wedding Vendors Furlang · Wedding Venues Furlong

Winery Weddings Philadelphia

Restaurant Weddings Philadelphia Mansion Weddings Philadelphia Museum Weddings Philadelphia Park & Outdoor Weddings Philadelphia

Banquet Halis Philadeiphia Waterfront Weddings Philadelphia

Help

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Country Club Weddings Philadelphia

Rooftop Weddings Philadelphia Church Weddings Philadelphia Boat Weddings Philadelphia Historic Weddings Philadelphia

Garden Weddings Philadeiphia

Wedding Photographers Philadelphia

Wedding Hair & Makeup Philadelphia

Wedding Caterers Philadelphia Wedding Videographers

Philadelphia

Wedding Bands Philadelphia Wedding Cakes Philadelphia Wedding Musicians Philadelphia

Wedding Rentals Philadelphia

Wedding Invitations Philadelphia Wedding Jewelers Philadelphia

保沙 Hired?

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-⊠ MESSAGE VENDOR First and last name Phone number mm/dd/yyyy Number of guests Write your message

PREFERRED CONTACT METHOD

Email Phone number

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☆ Write a review

Exhibit F

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

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County



Case N: 2019-06408-0000 12396198 Main (Public)

Main (Public) Code: 0 Judge:25 Ropt:2019-25-01392 9/11/2019 3:17:51 PM

For Prothonomey Use Only:

Decket No:

The information collisered on this form is used to bely for court administration perpistes. This form does not signlament or replace the filing and service of pixelings in other papers as required by law or rides of court. Cummencement of Action: Writ of Summons Petition 2 Complaint. ☐ Declaration of Taking ☐ Transfer from Another Jurisdiction Lead Defandant's Name: end Phintitl's Name: Lawrence L. Phimmer, Jr. **Buckingham Township** within arbitration limits Lioliar Amount Requested: 1. 🗵 No Are money damages requested?

Yes Toutside arbitration limits (check nee) 0 N **⊠** ·No □ Yes 図 No ☐ Yes is this an MDJ Appeal? As this a Class Action Suit? Name of Plaintiff/Appellant's Attorney: Craig A. Smith Atty J.D. No. 29964 Check here if you have an attorney (are a Self-Represented [Pro Se] Litigant) Nature of the Care: " Place an "X" to the left of the ONE case category that most accurately describes your PRIMARY CASE. If you are making more than one type of claim, checkithe one that you consideratiost important. CONTRACT (da non esclude Judgivens) CIVIL APPEALS. TORT tab mer include Mass Port zoiczek ovizatżinimk istrational 🖸 🔲 "Buyer Plaintill" Deht Collection: Credit Card Board of Assessment Malicious t'msecution Motor Vahicle 🔲 Delst Collection: Other Brent of Blesions Dept. of Transportation Knismer Premises Lishility Statutory Appeal: Other Product Liability (does not fix lade, ☐ Employment Dispute: muse toet; Distrimustası Stander/Libel/ Defamation 🔲 Zaning Board Employment Dispute: Other Other: Diher: Other: MASS TORT O Asbestas Tiskacan Tirkik Tiret - DES Toxic Fort - Implant REAL PROPERTY MISCELLANEOUS · Toxic Waste Common Law/Statusory Arbitestico □ Vicciment Other: Emineral Domain Condennation Declaratory Luigment Onward Rest Mandanus Landlard/Perant Dispute Non-Domestic Relations Mongage Pareclesure: Residential Restraining Order PROFESSIONAL LIABLITY Que Warranio Mortgage Forcelosure: Commercial Replevia
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IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PA CIVIL DIVISION

BUCKINGHAM TOWNSHIP

NO.

4613 Hughesian Drive

Buckingham, Pennsylvania 18912,

Plaintiff

ATTY, I. D. NO. 29364

VS.

Lawrence L Plummer, Jr. and **Karen F. Plummer** h/w 1493 Forest Grove Road Furlong, PA 18925

CIVIL ACTION - EQUITY

Defendants

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Bucks County Bar Association 135 East State Street Doylestown, PA 18901 Phone (215) 348-9413 or 1 800 273 2929

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Bucks County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court. You must attend the scheduled conference or hearing.

Cralg A. Smith, Esquire Attorney for Plaintiff Attorney I. D. #29364 SMITH AND PORTER, P.C. 301 South State Street Newtown, PA 18940

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PA **CIVIL DIVISION**

BUCKINGHAM TOWNSHIP

NO.

4613 Hughesian Drive

Buckingham, Pennsylvania 18912,

Rept: 2019-25-01392 9/11/2019 3:17:51 PM

Plaintiff

Lawrence L. Plummer, Jr. and

ATTY, I. D. NO. 29364

vs.

:

CIVIL ACTION - EQUITY

Karen F. Plummer h/w

1493 Forest Grove Road

Furlong, PA 18925

Defendants

COMPLAINT

I. Parties:

- 1. Plaintiff, Buckingham Township (hereafter the "Township"), is a Second Class Township of the Commonwealth of Pennsylvania maintaining its office at 4613 Hughesian Drive, P. O. Box 413, Buckingham, Pennsylvania 18912.
- 2. Defendant, Lawrence L. Plummer, Jr. (hereafter "L. Plummer"), is adult individual, sui juris and resides at 1493 Forest Grove Road, Furlong, PA 18925.
- Defendant, Karen F. Plummer (hereafter "K. Plummer"), is adult 3. individual, sui juris and resides at 1493 Forest Grove Road, Furlong, PA 18925.
- 4. At all times relevant to this Complaint, L. Plummer and K. Plummer were and are the owner of real property, identified as Tax Map Parcel No. 06-18-

071, located at 1493 Forest Grove Road, Furlong (Buckingham Township), Bucks County, Pennsylvania (hereafter the "Property").

II. Prior Notice of Zoning Violation:

- 5. On January 12, 2018 a "Notice of Zoning Violation" was sent to the Defendants by Richard G. Myers, the Buckingham Township Zoning Officer.
- 6. The Notice of Violation cited the defendants for operating a wedding and event venue in a barn on their property:
 - a. without first obtaining a Zoning permit and a Use and Occupancy permit for the operation of a business venture in Buckingham Township;
 - b. in violation of Article 4, Section 400 of the Buckingham Township Zoning Ordinance ("ZO") for having more than one principal use upon their property;
 - c. that is not a permitted use within the AG-1, Agricultural -1(Zoning)

 District where Bucks County Tax Parcel: 06-018-0711 is located contrary to ZO Article 5, Section 501 A;
 - d. without providing off street parking in accordance with ZO Article 30, Sections 3011 A., C., E., I., and K;
 - e. without obtaining approval in accordance with Article 4, Section 402
 C. of the ZO for wastewater disposal from the township and from the Bucks County Department of Health, as the premises are not served by public sewage facilities;
 - f. without meeting the licensing requirements and regulations of applicable Township, County, State, or Federal authorities, including for licensing of human service activities, requirements for accessibility of the disabled, sewage disposal requirements, water supply regulations, state road regulations, fire protection requirements and

health department requirements as required by Article 4, Section 402 B. of the ZO.

A copy of the Notice of Violation is attached hereto as Exhibit "A".

- 7. The Defendants hired counsel, Eric C. Frey, Esquire, Dischell, Bartel, Dooley, P.C., 224 King Street, Pottstown, PA 19464, who appealed the Notice of Violation to the Buckingham Township Zoning Hearing Board on or about February 9, 2018.
- 8. The Plaintiff and Defendants entered into an "Agreement" on April 6, 2018 resolving the Notice of Violation and the appeal thereof according to certain terms and conditions.
- 9. By the Agreement the parties agreed to a continuance of the Zoning Hearing Board appeal until after November 10, 2018 upon the agreement to specified conditions, which were:
 - A. There shall be no events scheduled in the Barn or on the Subject Property other than those set forth on the schedule attached hereto and incorporated herein as Exhibit "A;"
 - B. The website for the event venue located in the Barn and on the Subject Property shall be shut down immediately;
 - C. Any events in the Barn and on the Subject Property shall end no later than 10 p.m.;
 - D. There shall be no signage for any event or the event venue either on the Subject Property or in the neighborhood/roads surrounding the Subject Property; and
 - E. Any and all use of either the Barn or the Subject Property as an event venue shall end at 10 p.m. on November 10, 2018.

* * *

F. After November 10, 2018 the Application shall be deemed withdrawn by Plummer as of October 1, 2018

10. The Plummers further agreed:

...that they do not have any existing approvals/permits which would permit the ongoing use of the Barn or the Subject property as an event venue. Township Agrees that provided Plummer shall not hold any event after November 10, 2018 or any event not set forth on Exhibit "A" that Township shall not seek any enforcement remedies pursuant to the Notice of Violation. However, should Plummer hold any event after November 10, 2018 or any event not set forth on Exhibit "A", the Notice of Violation shall be deemed admitted by Plummer and Township shall have the immediate right to an injunction against such events pursuant to 53 P.S. § 10617 and/or 53 P.S. § 10515.1 and to seek enforcement remedies under 53 P.S. § 10515.3. and/or 53 P.S. § 10617 .2, with the judgement commencing as of the date of the event after November 10, 2018 or the date of any event not set forth on Exhibit "A". It is the intent of the parties that Plummer have no events after November 10, 2018 unless Plummer first obtains any and all required Township, County and State approvals for the use and development of the Barn and Subject Property for the same....

A copy of the April 6th, 2018 Agreement is attached hereto as Exhibit "B".

III. Defendants Continue to have Wedding Events after November 10, 2018:

- 9. In May of 2019, contrary to the parties' Agreement, the Buckingham Township Zoning Officer noted that the website for the event venue located in the Barn and on the Subject Property was again operating. [Exhibit "C" attached hereto.] Such websites are still posted as of the date of writing this Complaint (September 9, 2019). [Exhibits "D", "E" and "F" attached hereto.]
 - 10. From the website a comment is posted,

We had our wedding at the Barn in May 2019 and it was absolutely perfect! We knew from the moment we first toured the space and met with Lonny that it was the perfect place for our wedding. Lonny is super communicative, which made the process really easy. He allowed us to come tour the space again closer to the date... I cannot recommend the Barn at Forestville enough to couples looking for a venue that is flexible, reasonably priced, and gorgeous. I truly cannot think of one negative thing to say. It is a dream venue! Sent on 06/19/2019.

[Exhibits "C" and "E" attached hereto.]

- 11. From the Defendants' websites it also is apparent they hosted a wedding on September 7, 2019 for "Saba and Prudhvi". [Exhibit "G" attached hereto.] A video of the wedding is posted on "YouTube" as of the date of writing of this Complaint at https://www.youtube.com/watch?v=yCxFrCqrCFU.
- 12. Further weddings are scheduled at defendant's barn for Saturday September 14, 2019 for Amanda Paige Fleischut and Rudolph Joseph Antonini III [Exhibit "H" attached hereto] and for Brennan McTernan and Caitlin Keating on September 21, 2019 [Exhibit "I" attached hereto].

IV. Causes of Action

Count I Buckingham Township

Lawrence L. Plummer, Jr. and Karen F. Plummer h/w Enforcement of Zoning Ordinance

- 13. Plaintiff hereby incorporates herein by reference paragraphs 1 through 12 as though more fully set forth herein.
- 14. The Buckingham Township Board of Supervisors adopted on January 24th, 2018: the "Buckingham Township Zoning Ordinance of 1975 as amended (through January 24th, 2018)" (Hereinafter and hereinbefore "ZO").
 - 15. The ZO in pertinent part provides:
 - A. "No use may be established or changed, no structure may be erected, constructed, reconstructed, altered, razed, removed, no building used or occupied, changed in use or changed in nonresidential occupancy and no dumping of soil or other substance or material as landfill shall take place until a zoning permit has been secured from the zoning officer." Section 3401 of the Buckingham Township Zoning Ordinance.

- B. "On any property, lot, tax parcel or tract of land, only one (1) principal use shall be permitted." Section 400 B. of the Buckingham Township Zoning Ordinance
- C. Section 3011 Off-Street Parking General Regulations:
 - A. Parking shall be provided off street unless on-street parking is specifically permitted by this ordinance
 - C. Parking areas for all uses except residences shall be designed to permit each motor vehicle to proceed to and from the parking space provided for it without requiring the moving of any other motor vehicle. Wherever possible, parking area for residential uses shall be designed to permit each motor vehicle to proceed to and from the parking space without requiring the moving of any other motor vehicle. This shall not be required for residential uses in village districts.
 - E. Whenever there is an alteration of a structure or a change or extension of a use that increases the parking requirements according to the standards of this Ordinance, the total additional parking required for the alteration, change or extension shall be provided in accordance with the requirements of that section.
 - I. For parking areas of three (3) or more vehicles, the area not landscaped and maintained, including driveways, shall be graded, surfaced with asphalt or other suitable material, and drained to the satisfaction of the Township Engineer to the extent necessary to prevent dust, erosion, or excessive water flow across streets or adjoining property. All off-street parking spaces shall be marked so as to indicate their location, except where the permitted parking lot material does not permit marking. Failure to keep parking areas in satisfactory condition (i.e., free from holes, clearly delineated, or properly graded) shall be considered a violation of this Ordinance.

- K. For any use in any district for which parking is not otherwise specified, Parking shall be provided as follows:
 - 1. Residential Uses 2 spaces per dwelling unit plus an additional space for every bedroom over 2 and 0.25 spaces per unit for overflow parking.
 - 2. All Other Uses 1 parking space per every 200 square feet of Floor Area plus one parking space for each employee.
- D. "No final or preliminary plan of subdivision or land development shall be approved and no zoning permit shall be issued until approval is obtained for wastewater disposal from the township and from the Bucks County Department of Health, unless the premises are served by public sewage facilities, in which case the agency providing sewage disposal services shall be required to provide evidence that the property will be served by public sewerage. Documentation certifying that treatment capacity from the authority providing treatment is available shall be required prior to plan approval or zoning permit issuance." Section 402 C. of the Buckingham Township Zoning Ordinance.
- E. "All uses permitted in the Township shall be subject in addition to these ordinance regulations to all other applicable Township, County, State, or Federal requirements and licensing regulations and to the requirements of any other agency with jurisdiction. These include but are not limited to regulations for licensing of human service activities, requirements for accessibility of the disabled, sewage disposal requirements, water supply regulations, soil erosion and sedimentation control requirements, floodplain regulations, state road regulations, fire protection requirements." Section 402 B. of the Buckingham Township Zoning Ordinance.
- 16. The Defendants, having held events after November 10, 2018, are deemed by the April 6th, 2018 Agreement to have admitted the allegations of the January 12, 2018 Notice of Violation.
- 17. The Defendants, by the April 6, 2018 Agreement are deemed to have withdrawn their February 9, 2018 Application to the Buckingham Township Zoning Hearing Board meaning there was no timely appeal of the January 12, 2018 Enforcement Notice issued in accordance with Section 616.1 of the

Pennsylvania Municipalities Planning Code (hereinafter "MPC"), 53 P.S. § 10616.1, thereby conclusively establishing the Defendants have violated the Zoning Ordinance in those particulars set forth in Paragraph 6 hereof.¹

- 18. The Buckingham Township Board of Supervisors "may make and adopt any ordinances, bylaws, rules and regulations not inconsistent with or restrained by the Constitution and laws of this Commonwealth necessary for the proper management, care and control of the township and its finances and the maintenance of peace, good government, health and welfare of the township and its citizens, trade, commerce and manufacturers." 53 P.S. §66506.
- 19. The Ordinance having been duly adopted under Authority of the Pennsylvania Second Class Township Code, the Township is empowered to enforce the Ordinance by this action in equity in the Court of Common Pleas of Bucks County. 53 P.S. §66601 (4).

In City of Erie v. Freitus, 681 A.2d 840 (Pa. Cmwlth. Ct. 1996) the Commonwealth Court explained the consequence of failing to timely appeal an Enforcement Notice:

Once a landowner has been given notice of a zoning violation pursuant to Section 616.1, that landowner can contest the asserted violations only by way of appeal to the municipality's zoning hearing board and cannot merely defend the charge when the municipality seeks ordinance violation fines before a district justice. Johnston v. Upper Macungie Township, 162 Pa. Commw. 170, 638 A.2d 408 (Pa. Cmwlth. 1994). In Johnston, we explained that zoning hearing boards have exclusive jurisdiction over ordinance violation determinations, and, therefore, a landowner's failure to appeal a Section 616.1 zoning violation notice to the zoning hearing board is fatal and results in a conclusive determination of guilt for which a district justice may impose sanctions under Section 617.2 of the MPC. For this reason, we held that a district justice may not conduct a de novo review of the merits of a violation notice where the landowner has not first gone to the zoning hearing board; rather, in that situation, upon the municipality's showing that no appeal was taken to the zoning hearing board by the landowner, a district justice is limited to imposing a fine pursuant to Section 617.2 of the MPC.

20. Pursuant to Section 617 of the MPC, 53 P.S. § 10617, "In case any ... land is ... maintained or used in violation of any ordinance enacted under this act (the MPC) or prior enabling laws, the governing body... in addition to other remedies, may institute any appropriate action or proceeding to prevent, restrain, correct or abate such ... act, conduct, business or use constituting a violation."

21. The Township's attempts to enforce the Ordinance have proved unsuccessful, leaving an equitable remedy as the only means to cause Defendants to cease their unlawful actions.

WHEREFORE, Plaintiff Buckingham Township prays:

(a) that an injunction issue, preliminary until final hearing and permanent thereafter, to restrain Defendants Lawrence L. Plummer, Jr. and Karen F. Plummer from holding, conducting, organizing, initiating, promoting, permitting to take place, and causing to be advertised on the internet or elsewhere any public gathering, including parties, weddings, receptions, graduation parties, events, and corporate functions on the Property; and

(b) that the Court grant such other general relief as may be just and proper.

SMITH AND PORTER, P.C.

By:

Craig A. Smith, Esquire Atty. I. D. No. 29364 301 South State Street Newtown, PA 18940 Attorney for Plaintiff

VERIFICATION

By:

I, Richard Myers, Zoning Officer of Buckingham Township, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

Date: 9-1/-/9

Richard Myers

CERTIFICATION

I certify that this filing complies with the provisions of the Public Access

Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Bv:

Craig A. Smith, Esquire Attorney I.D. No. 29364 301 South State Street Newtown, PA 18940 (215) 860-2171

Exhibit "A"

RUCKINGHAM TOWNSHIP

P.O. Box 413, Buckingham, Pennsylvania 1891 Phone (215) 794-8836 Fax (215) 794-8837 www.buckinghampa.org

January 12, 2018

Lawrence & Karen Plummer A.K.A. The Barn at Forestville 1493 Forest Grove Road Furlong, PA 18925

Certified Mail #7017 0660 0000 5539 3923

Location: 1493 Forest Grove Road, TMP # 06-018-071

RB: Notice of Zoning Violation

Dear Mr. & Mrs. Plummer,

This Enforcement Notice is sent to Lawrence & Karen Plummer as the owner of record of 1493 Forest Grove Road, Buckingham Township, Pennsylvania, Bucks County Tax Parcel: 06-018-0711 (hereinafter "Property") in accordance with Section 616.1 of the Pennsylvania Municipalities Planning Code, 53 P.S. 8 10616.

1. Owner of Record:

Lawrence & Karen Plummer

Location of the Property in Violation

1493 Forest Grove Road Buckingham Township, Pennsylvania

Specific Violation(s)

A: You are in violation of Article 34, Section 3401 of the Buckingham Township Zoning Ordinance as amended to April 14, 2010 (hereinafter "ZO") for undertaking the following acts without first obtaining a zoning permit.

No use may be established or changed, no structure may be erected, constructed, reconstructed, altered, razed, removed, no building used or occupied, changed in use or changed in nonresidential occupancy and no dumping of soil or other substance or material as landfill shall take place until a zoning permit has been secured from the zoning officer.

Article 34, Section 3401 of the Buckingham Township Zoning Ordinance provides:

awrence & Karen Plummer A.K.A. The Barn at Forestville January, 12, 2018... Page 2 of 4

- Operation of a wedding and event venue without first obtaining a Zoning permit and a Use and Occupancy permit for the operation of a business venture in Buckingham Township.
- B. You are in violation of Article 4, Section 400 of the ZO for having more than one principal use.
- C. The wedding and event venue is not a permitted use within the AG-1, Agricultural -1 (Zoning) District where Bucks County Tax Parcel: 06-018-0711 is located. ZO Article 5, Section 501 A. • . • • . •
- D. Off street parking has not been provided in accordance with ZO Article 30, Sections 301 I.A., C
- B. Approval has not been obtained in accordance with Article 4; Section 402 C. of the ZO for wastewater disposal from the township and from the Bucks County Department of Health, as the premises are not served by public sewage facilities.4

Off-Street Parking - General Regulations

- A. Parking shall be provided off street unless on street parking is specifically permitted by this
- Parking areas for all uses except residences shall be designed to permit each motor vehicle to proceed to and from the parking space provided for it without requiring the moving of any other motor vehicle. Wherever possible, parking area for residential uses shall be designed to permit each motor vehicle to proceed to and from the parking space without requiring the moving of any other motor vehicle. This shall not be required for residential uses in village districts.

 Whenever there is an alteration of a structure or a change or extension of a use that increases the
- parking requirements according to the standards of this Ordinance, the total additional parking required for the alteration; change or extension shall be provided in accordance with the requirements of that section.
- For parking areas of three (3) or more vehicles, the area not landscaped and maintained, including driveways, shall be graded, surfaced with asphalt or other suitable material, and drained to the satisfaction of the Township Engineer to the extent necessary to prevent dust, erosion, or excessive water flow across streets or adjoining property. All off-street parking spaces shall be marked so as to indicate their location, except where the permitted parking lot material does not permit marking. Failure to keep parking areas in satisfactory condition (i.e., free from holes, clearly delineated, or properly graded) shall be considered a violation of this Ordinance.
- K. For any use in any district for which parking is not otherwise specified, Parking shall be provided as follows:

•

- 1. Residential Uses 2 spaces per dwelling unit plus an additional space for every bedroom over 2 and 0,25 spaces per unit for overflow parking.
- 2. All Other Uses 1 parking space per every 200 square feet of Floor Area plus one parking space for each employee.
- No final or preliminary plan of subdivision or land development shall be approved and no zoning permit shall be issued until approval is obtained for wastewater disposal from the township

Article 4, Section 400 B. of the Buckingham Township Zoning Ordinance provides: "On any property, lot, tax parcel or tract of land, only one (1) principal use shall be permitted."

Lawrence & Karen Plummer A.K.A. The Barn at Forestville January 12, 2018 Page 3 of 4

F. You have failed to meet the licensing requirements and regulations of applicable Township, County, State, or Federal authorities, including for licensing of human service activities, requirements for accessibility of the disabled, sewage disposal requirements, water supply regulations, state road regulations, fire protection requirements and health department requirements as required by Article 4, Section 402 B. of the ZO.

4. Dates Before Which Steps for Compliance Must be Commenced and Completed:

Steps to comply with ZO §§ 400, 402 B., 402 C., 501 A., 3011 A., 3011 C., 3011 B., 3011 I., 3011 K., and 3401, must be commenced and completed within 30 days from receipt of this notice.

5. Right to Appeal to the Zoning Hearing Board:

If you wish to challenge this determination, Article 36, Section 3604 of the ZO provides "Interpretation Appeals" "Any person aggrieved by any decision of the Zoning Officer shall have the right to appeal to the Zoning Hearing Board within thirty (30) days of such decision ... "A copy of the Zoning Hearing Board Application is attached. The fee for the Zoning Hearing Board for commercial, industrial and pending or prospective land development applications is \$1,500.90 plus \$300.00 escrow for the court reporter service. Any filing fees paid by a party to appeal an enforcement notice to the zoning hearing board shall be returned to the appealing party by the municipality if the zoning hearing board, or any court in a subsequent appeal, rules in the appealing party's favor.

6. Failure to Comply with the Notice Within the Time Specified:

Railure to comply with this notice within the time herein specified, unless extended by appeal to the Zoning Hearing Board, constitutes a violation. Buckingham Township Zoning Ordinance Section 3801-Enforcement Remedies states that any person, partnership or corporation who or which has violated or permitted the violation of this Ordinance shall, upon being found liable thereof in a civil enforcement proceeding commenced by the township, shall pay a judgment of not more than \$500.00 plus court costs, including reasonable attorney fees incurred by the township as a result thereof. Each day that a violation continues shall constitute a separate violation.

and from the Bucks County Department of Health, unless the premises are served by public sewage facilities, in which case the agency providing sewage disposal services shall be required to provide evidence that the property will be served by public sewerage. Documentation certifying that treatment capacity from the authority providing treatment is available shall be required prior to plan approval or zoning permit issuance.

B. All uses permitted in the Township shall be subject in addition to these ordinance regulations to all other applicable Township. County, State, or Federal requirements and licensing regulations and to the requirements of any other agency with jurisdiction. These include but are not limited to regulations for licensing of human service activities, requirements for accessibility of the disabled, sewage disposal requirements, water supply regulations, soil erosion and sedimentation control requirements, floodplain regulations, state road regulations, fire protection requirements.

Lawrence & Karen Plummer A.K.A. The Barn at Forestville January 12, 2018 Page 4 of 4

If you have any further questions on this matter, please do not he sitate to contact my office at 215-794-8836.

Sincerely,

Richard G. Mivers, Zoning Office

cc. Dana Cozza, Township Manager James Kettler, Director of Building and Codes Legal File

Exhibit "B"

AGREEMENT

BACKGROUND

- A. Plummer owns property at 1493 Forest Grove Road; Furlong,
 Buckingham Township, Bucks County, Pennsylvania which is further identified as
 Tax Map Parcel No. 06-018-071 (the "Subject Property").
- B. Plummer lives in a single-family residence on the Subject property which also has a 150-year-old barn building (the "Barn"). Plummer currently operates an event venue out of the Barn.
- C. On January 12, 2018, the Township Issued an Notice of Violation ("Notice of Violation") to Plummer stating, inter alla, that the event venue being operated in the Barn and on the Subject Property Is not a use permitted by the Zoning Ordinance and that Plummer did not receive the necessary approvals to operate the event venue in the Barn and on the Subject Property.
- D. On February 9, 2018, Plummer appealed the issuance of the Notice of Violation by filing a Zoning Application ("Application") to the Buckingham

 Township Zoning Hearing Board ("Zoning Hearing Board").
- For April 9, 2018, within sixty (60) days of the filling of the Application, 53 P.S. §

10908 (1.2). While the hearing could conclude that evening, the hearing could also be continued with Each subsequent hearing before the board or hearing officer shall be held within 45 days of the prior hearing. Id. After the hearing is concluded, a written decision is to be issued within 45 days. 53 P.S. § 10908 (9). During the pendency of the matter before the Zoning Hearing Board, the application acts as a stay. 53 P.S. § 10915.1. Thereafter, an appeal by a party of the Zoning Hearing Board written decision to the Court of Common Please has to be made within 30 days of that decision. 53 P.S. § 101002-A. Thereafter, the Zoning Hearing Board has 20 days to certify to the court its entire record. 53 P.S. § 101003-A (b). After that, the parties would be allowed several months for the filling of briefs, after which the Common Pleas court would issue its written decision. The appellants may petition the court having jurisdiction of land use appeals for a stay during the pendency of the appeal. 53 P.S. § 101003-A (d).

F. Following the filing of the Application, the Parties met to resolve the matter. In consideration of the prospective protracted litigation between the parties, the expense of such litigation, and that the litigation would not conclude prior to the Fall of 2018, the dialogue led to the preparation of this Agreement; the purpose of which is to resolve the matter to the mutual benefit of the Parties.

NOW THEREFORE, in consideration of the facts set forth in the Background of this Agreement, and in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby and for good, valuable and sufficient consideration, receipt whereof is hereby acknowledged, agree as follows:

- Incorporation of Background. The Background to this
 Agreement is incorporated into the body of this Agreement as if fully set forth in the body of this Agreement.
- 2. **Continuance of Zoning Hearing.** The Parties agree to mutually request a continuance of the hearing on the Application before the Zoning Hearing Board, which is currently scheduled for Monday, April 9, 2018. The Parties also agree to grant and extension of time to the Zoning Hearing Board so that the required hearing does not have to be scheduled until a date which is after November 10, 2018.
- 3. <u>Conditions for the Continuance/Extension</u>. As a condition for the continuance request and the grant of extension, Plummer shall comply with the following:
- A. There shall be no events scheduled in the Barn or on the Subject Property other than those set forth on the schedule attached hereto and incorporated herein as Exhibit "A;"
- B. The website for the event venue located in the Barn and on the Subject Property shall be shut down immediately;
- C. Any events in the Barn and on the Subject Property shall end no later than 10 p.m.;
- D. There shall be no signage for any event or the event venue either on the Subject Property or in the neighborhood/roads surrounding the Subject Property; and

- E. Any and all use of either the Barn or the Subject Property as an event venue shall end at 10 p.m. on November 10, 2018.

 If any of the above conditions are violated at any time, the Township may immediately request the Zoning Hearing Board to schedule a hearing on the Application.
- F. After November 10, 2018 the Application shall be deemed withdrawn by Plummer as of October 1, 2018
- No right to Event Venue Use. Plummer agrees that they do not have any existing approvals/permits which would permit the ongoing use of the Barn or the Subject property as an event venue. Township Agrees that provided Plummer shall not hold any event after November 10, 2018 or any event not set forth on Exhibit "A" that Township shall not seek any enforcement remedies pursuant to the Notice of Violation. However, should Plummer hold any event after November 10, 2018 or any event not set forth on Exhibit "A", the Notice of Violation shall be deemed admitted by Plummer and Township shall have the immediate right to an injunction against such events pursuant to 53 P.S. § 10617 and/or 53 P.S. § 10515.1 and to seek enforcement remedies under 53 P.S. § 10515.3. and/or 53 P.S. § 10617.2, with the judgement commencing as of the date of the event after November 10, 2018 or the date of any event not set forth on Exhibit "A". It is the intent of the parties that Plummer have no events after November 10, 2018 unless Plummer first obtains any and all required Township, County and State approvals for the use and development of the Barn and Subject Property for the same. In order to avoid unnecessary and costly

litigation, in recognition of the stay of the Notice of Violation ongoing litigation would entail, and for Plummer to accommodate the events already scheduled at the time the Notice of Violation was issued, the parties have agreed to continue the hearing on the Application before the Zoning Hearing Board, in consideration of Plummer's agreements herein. Nonetheless, Township continues to maintain the efficacy of the Notice of Violation.

- 5. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, heirs, successors and assigns.
- 6. Entire Agreement. This Agreement shall constitute the entire agreement among the parties hereto and, unless otherwise stated herein, supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against any party unless that party shall have consented thereto in writing.
- Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 8. Notices. All notices or other communications required or permitted to be given under the terms of this Settlement Agreement shall be in writing and shall be sent by certified mail, postage prepaid or by private carrier guaranteeing next day delivery, addressed as follows:

If to Plummer, addressed as follows:

Lawrence and Karen Plummer 1493 Forest Grove Road Furlong, Pennsylvania 18925

With a copy to:

Eric C. Frey, Esquire Dischell, Bartle & Dooley, P.C 224 King Street Pottstown, PA 19464

If to the Township:

Buckingham Township P.O. Box 413 Buckingham, Pennsylvania 18912

With a copy to:

Craig A. Smith; Esquire Smith & Porter, P.C. 301 S. State Street Newtown, PA 18940-1997

13. Execution in Counterparts. The parties hereto agree that this

Agreement may be executed in counterparts; each which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding on all the parties hereto, notwithstanding all the parties are not signatory to the original or the same counterparts. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the

party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof. For all purposes, including, without limitation, recordation, filling and delivery of this Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the romaining pages assembled as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement.

Agreement to be executed the day and year first above written.

Date: 46 19

Date: 4 6 18

PLUMMER

By: Noureage Chimme

SV. C. HOREN P.W.

TOWNSHIP:

BUCKINGHAM TOWNSHIP

Date: 4-6//9

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Dana Cożża. Township Menago

Attest:

EXHIBIT "A"

SCHEDULE OF 2018 EVENTS

BARN Client List

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		Reception
	Dan Swank	Party
. 12-May	Hall	Wedding
19-May	losk .	Wedding ·
. 26-May	ķīrī deršeri	Wedding
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7-Jul		Party
14-Jul		Party
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	Anderson	Wedding
25∙Aug		Parsy
	Sagini .	Wedding
	Madard	Wedding
	Rameum	Wedding
	Planegari ,	Wedding
29-Sep		Wedding
	Jirani .	Werlding
	Maclung	Wedding ·
	Brown / Signday	Ceremony
	BOWNT	Wedding .
	Behonk	Wedding
	Briga	Wedding .
10-Nov	Julian.	Wedding
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Exhibit "C"

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The Barn at	Forestville		mm/dd/yyyy
1493 Forest Grove Road	l, Furlong, PA 18925 Map P	number	Number of guests
Request pricing	4 reviews	Guest capacity	Write your message
	3.8 out of 5.0	28 50 to 150	
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			By clicking "Request pricing" I agree and accept WeddingWire's Terms
			☆ Write a review
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The Barn at Forestville - Venue - Furlong, PA - WeddingWire

... Photos a: Reviews 4 Pricing : FAQs:



OTHER COUPLES HAVE ALSO VIEWED:



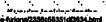
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- PA





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Number of guests

Write your message

Preferred contact method:

Email . . . Phone number

Request-pricing

By clicking "Request pricing" (agree to s and accept WeddingWire's Terms of)

☆ Write a review.

2/3

2019. The Barn at Forestyllië - Venue - Furlong, PA - Wedding/Wire.	
Photos 3 Reviews 4 Pricing : FAQs	₩ Hired? ♥ Save
Club is home to two unique found it. Our first-class, rustic wedding venue country chic wedding located just outside venues. Nestled in Philadelphia, Pennsylvania	-⊠ Message vendor
	First and last name
4 Reviews for The Barn at Forestville Write a review	Email
Recommended by 76% of couples	Phone number
Quality of service Professionalism	mm/dd/yyyy
3.8 3.3 3.5 Cout of 5.0 St. Value	Number of guests
4.5	Write your message
4 The Barn at Forestville Reviews Sort by: Rating: Highest	Preferred contact method:
	Email Phone number
5.0	Request pricing
May 2019 wedding	By clicking "Request pricing" I agree to
We had our wedding at the Barn in May 2019 and it was absolutely perfect. We knew from the moment we first toured the space and met with Lonny that it was the perfect	and accept WeddingWire's <u>Terms o</u>
place for our wedding: Lonny is super communicative, which made the process really easy. He allowed us to come tour the space again closer to the date with our	∰ Write a review

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The Barn at Forestville - Venue - Furlang, PA - Wedding Win

Photos 3 Reviews 4 Pricing : FAQs

wedding from the barn we didn't even know he had!

Lonny and his wife take excellent care of their property and it was immaculate with beautiful flowers and care made to the grounds. So many people told me how stunning it all was. The barn itself is so beautiful with so much character and charm, that we did not have to much to "dress it up."

I cannot recommend the Bern at Forestville enough to couples looking for a venue that is flexible; reasonably priced, and gorgeous. I truly cannot think of one negative thing to say. It is a dream venue!

THE BARN AT FORESTVILLE'S REPLY:

Lauren / Andrew - We really enjoyed hosting you, your Family and wonderful guests. The wedding went so well and the weather was very supportive in a season of very challenging rain and storms. Have a super ille together.



Kelsey Dugan married on 09/08/2018

5.0.

Amazing venue

I have to Disagree with previous comments, Lonny the owner is wonderful, he accommodated all of our needs and at one point even said to me " its your day we can do what you want". The venue is beautiful and we had the best wedding. My husband and I got married Sept 8,2018 and the entire day was perfect I highly recommend this venue to anyone looking for a barn venue in this area!

-MESSAGE VENDOR

Hired?.

First and last name

Email :

Phone number

mm/dd/yyyy

Number of guests

Write your message

Preferred contact method:

Email : Phone number

Request pricing

By clicking "Request pricing" I agree to a and accept WeddingWire's Terms of U

☆ Write a review

4/8

Exhibit "D"



Weddings & Events in Furlong, PA

\((215)598-8051

(http://forestvillebarn.com/)

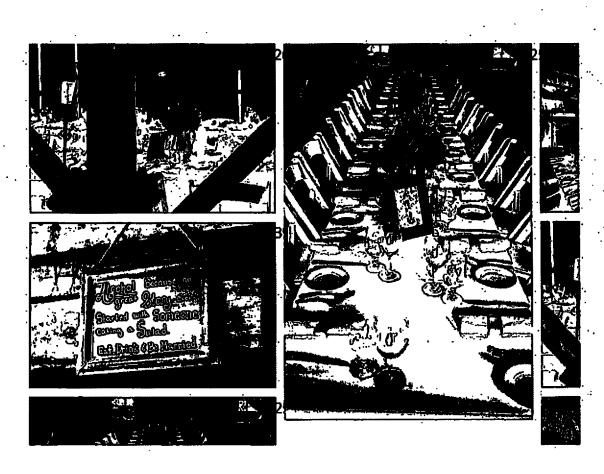
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Corporate Functions

the Barn

Events

Weddings









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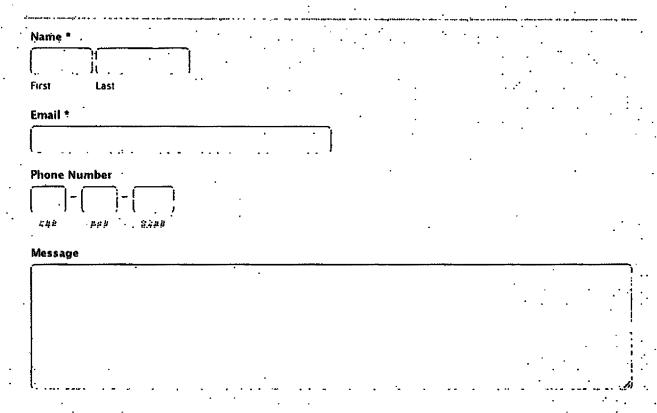
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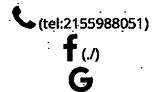
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Contact The Barn at Forestville



© 2016 The Barn at Forestville



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(https://www.flickr.com/photos/forestvillebarn/)



Exhibit "E"

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The Barn at Forestville

1493 Forest Grove Road, Forlong, PA 16925 Map - Phone number

4 reviews .; Guest capacity

£ 50 to 150

Photos 3 · Reviews 4 · Pricing · FAQs



OTHER COUPLES HAVE ALSO VIEWED:

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Email

mm/dd/yyyy

Number of guests

Write your message

Preferred contact method:

Email

Phone number

Request pricing

By dicking "Request pricing" I agree to sig and accept WeddingWire's Terms of Us

🏠 · Write a review



. Pearl S. Buck Estate

· 22 · Dublin, PA

Based in Perkasle, Pennsylvania, Pearl S. Buck Estate is a historic mansion wedding venue in the greater Philadelphia...



Windfall,Farm

3 · West Grove, PA

Windfall Farm is a private wedding venue located in West Grove, Pennsylvania. This chic, historic venue is situated in...



The Bally Spring Inn 77 Barto, PA

The Bally Spring Inn is a farmstyle wedding venue located in Barto, Pennsylvania. Nestled along the banks of the...

4 Reviews for The Barn at Forestville

Recommended by 76% of couples

Write a review

3.8

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Quality of service

Professionalism

Flexibili

3.5

out of 5.0

Value .

Average response time

4.0

4 The Barn at Forestylle Reviews

Sort by: Rating: Highest



auren marred of 05 25 2019

. 5.0 **>**

May 2019 wedding

We had our wedding at the Barn in May 2019 and it was absolutely perfect! We knew from the moment we first toured the space and met with Lonny that it was the perfect place for our wedding. Lonny is super communicative, which made the process really easy. He allowed us to come tour the space again closer to the date with our coordinator so we could re-imagine the venue and plan accordingly, and he want over everything in detail with us, and even pulled out some great things for the wedding from the barn we didn't even know he had!

Lonny and his wife take excellent care of their property and it was immaculate with beautiful flowers and care made to the grounds. So many people told me how stunning it all was. The barn itself is so beautiful with so much character and charm, that we did not have to much to "dress it up."

I cannot recommend the Barn at Forestville enough to couples looking for a venue that is flexible, reasonably priced, and gorgeous. I truly cannot think of one negative thing to say. It is a dream venue!

Sent on 06/19/2019

THE BARN AT FORESTVILLE'S REPLY:

Edinest Andrew Words Zenjoyed hosting you you her wond wondorf. Guerry The

medicing was riso well a mic women incolving your solutions. In section only of a military and incolving the together.

Longy and Karan.



Kelsey Dugan ne ed of 09/08/2018

5.0 ×

Amazing venue

I have to Disagree with previous comments. Lonny the owner is wonderful, he accommodated all of our needs and at one point even said to me "its your day we can do what you want". The venue is beautiful and we had the best wedding. My husband and I got married Sept 8,2018 and the entire day was perfect! I highly recommend this venue to anyone looking for a barn venue in this area!

Sent on 11/15/2018

THE BARN AT FORESTVILLE'S REPLY:

Ke see: The reform, we very nucli enjoyed having you medding at the Bain. It is a way yousy when our clients a cheddent, it eaple, we voul. Shand and you to nin price. A line post and nobe to see you but his again in the future.

Long and karen.

J

John - married on 04/24/2017.

3.2

My wife and I just finished hosting a Post Wedding family reception at the Forrestville Barn. Let me start off by saying that true rustic barn venues with various amenities at a reasonable price are almost impossible to find. However the Forrestville Barn is definitely one of those few (Belleve me I did my homework) gerns you will want to consider. This barn venue offers many great amenities that you will struggle to find elsewhere at the same price-point.

The benefits of this venue are numerous however be prepared to deal with an owner who is very particular about his land and his facilities. Specifically, be prepared to address concerns about

1. Whether your setup crew will morf into an unauthorized pre-gaming party on his property. (Sadly the owners extreme entitlety over this issue in particular caused several awkward conversations resulting in me and my wife bringing only a fraction of the help we needed for set up the day of the event. As a result, many of our guests showed up while we were still in sweaty clothing when we were supposed to be in our wedding dress/sult, reenacting our wedding attire for those who could not make it to our destination event in Cancun. As a result we were not dressed, and our appetizer and dessert tables were not ready. Our guests started helping us finish setting up, while begging us to leave the barn to go get ready. I have to say we were completely humiliated as a result of this happening and this could have been avoided if the owner made us feel comfortable having the help we needed on his property shead of time for setup, but he didn't.

2. Having all your personal property removed from his venue by early afternoon the following day so the owner can start immediately preparing for an event he may have chasing yours that evening.

If you want to shop around also look at Tinicum Barn 30 minutes down the road. This venue is much cheaper and allows longer access to the facility however has less amenities.

Sent on 09/26/2017

See more reviews

Awards

4

The Barn at Forestville Pricing



The Barn at Forestville Price Rates
View pricing

Map

 1493 Forest Grove Road Furlang, 18925 See on map 2155988051 (Phone number)

Wedding Vendors Furling . Wedding Venues Fulling

Wedding Venues Philadelphia

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Restourant Weddings Philadelphila
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Museum Weddings Philadelphila
Park & Outdoor Yeddings
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Gorden Weddings Philadelphia

Wedding Vendors Philadelphia

Wedding Photographers

Weading Hair & Makeup Philatelphia

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Wedning Rentals Philadelphia Wedning Bends Philadelphia Wedning Sakes Philadelphia Wedning Musicians Philadelphia

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Exhibit "F"

The Barn at Forestville 1860 Firm Green green Finding 1860 800



1/5

The Barn at Forestville

1493 Forest Grove Road Furlong, PA 18925

CONTACT Events Départment

Ø WÉBSITI

4, 215/598-8051

B EMAIL

PRICES CAPACITY DETAILS MAP

Prices: What's this going to cost?

Rental Fee Contact the venue for more details.

Capacity

Indoors Outdoors
Ceremony Seated 0 D

Like this venue?

Your Hame *

Your Email Address *

Your Phone

ured Date : Guest (

Preferred Contest *

venue. Thanksi

Message *

Hellot I found you on Here Comes The Guidé, and
would like more info about basing our wedding at

Sendi-EMAIL

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like this venue? GET A QUOTE TO

Wedding Venues > Pennsylvania Wedding Venues > Bucks County Wedding Venues

Search Pennsylvania Wedding Locations | See All Pennsylvania Wedding Venues | Bucks County Wedding Yerues | Pennsylvania Dutch County Wedding Venues | Philadelphia Wedding Venues | Phtsburgh Wedding Venues | The Poconos | Find By Type of Venue | Outdoor Wedding Venues in Pennsylvania | New Jersey Wedding

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CHECKLIST .

Wedding Locations **Editorial Process** Hansymoon Wadding Vendors Link to Us MyGuede Advertise with Us Rehearsal Dinner Venues Real Wadding Ideas Site Map"

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Exhibit "G"

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About 26,900 results (0.56 seconds)

Saba and Prudhvi - Wedding Website - Wedding on 09/07/2019

- https://www.weddingwire.us > website > sabe-end-prady >
- Get all the wedding details for the Saba and Prudhyl wedding from their wedding website, Including details for the wedding registry, travel, and hotels.

· Videos



Seba+Prudhvi The Barn at Forestville Wedding



Exclusive interview with Saba Saudagar for Webseries Booo ...



Prudhvi Raj Ullimate Comedy Scene | 2018 Latest Cornedy ...

Sung Kwan Ma YouTube - 14 hours ago Cine Speake

Volge Video You tube - Jun 12, 2018

How switching sports changed Prudhvi's life

https://www.europebasketballacademy.com > how-switching-sports-change...
Mar 8, 2017 - How switching sports changed Prudhvi's life ... to triumph in the 2014 South Asian
Basketball Association (9ABA) champlonship in Bengeluru.

- https://www.google.com/sesrch?q=Seba%2BPrudhvl&rtz=1C1GCEU_enU8821U8824Boq=Saba%28Prudhvl&eqs=chrome.69057/9981asoercetd=chrome&le=U77

1/2

https://youtu.be/yCxFrCgrCFU

https://youtu.be/yCxFrCqrCFU?t=149

<iframe width="1280" height="720" src="https://www.youtube.com/embed/yCxFrCqrCFU" frameborder="0" allow="accelerometer; autoplay; encrypted-media; gyroscope; picture-in-picture allowfullscreen></iframe>

Exhibit "H"

Amanda

LOCATION and TIME

Here's what to expect during our wedding weekend. A copy will also be provided to those staying in the hotel. Can't wait for you all to celebrate with us!

WE'RE GETTING MARRIED!

SATURDAY, SEPTEMBER 14, 2019

3:30 PM - 10:00 PM



The Barn at Forestville 1493 Forest Grove Road Furlong, PA 18925

Cocktail Attire: Women, wear cocktail dresses (long or short), LBDs, dressy jumpsuits. Men,

The ceremony is to start at 3:30pm SHARP. Please arrive between 3-320 pm. Thank you :)

Women: FYI the barn is 150 years old and barn floors are original (some gaps and uneven boards). The ceremony is also on grass. So you may want to rethink stilettos but heel covers will be provided.

MAP (HTTPS://MAPS.GOOGLE.COM/? CID=6651688313265406595)

ADD TO CALENDAR

A + R

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Exhibit "I"

Brennan & C

The Venue



The Barn at Forestville was built in the 1860's in the village of Forestville PA, in scenic Bucks County, by the Amish for the Samuel Gray Family. It was one of 5 barns built at the time, and only two remain today...

The Barn has since been restored to its original rustic grace, with modern updates including a

Cherry Bar area, vintage lighting, a DJ Löft, an outdoor deck, and a dance floor area in what was once the hayloft. In addition to the barn itself, guests are encouraged to low the beautiful grounds, which include a spring house and koi pond.

The Wedding of Caitlin Keating and Brennan McTernan

SATURDAY, SEPTEMBER 21, 2019

4:00 PM - 10:00 PM



The Barri at Forestville 1493 Forest Grove Road Furlong, PA 18925

Please wear attire suited for outdoors, and footwear suited to grass!

Weather permitting, the ceremony will be held outside: If it does rain there is plenty of room indoors.

MAP (HTTPS://MAPS.GOOGLE.COM/? CID=6651688313265406595)

ADD TO CALENDAR

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Exhibit G

Smith Plummur 12.31.19

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PA CIVIL DIVISION

BUCKINGHAM TOWNSHIP

VS.

NO. 2019-06408

Lawrence L Plummer, Jr. and Karen F. Plummer h/w

C-10 # 2019-00408-0000 1240-4671

Main (Public) Code: 144 Judgs:27 Ropt: Z2274121 1/2/2020 1:57:44 Pa

ORDER

The Court will retain jurisdiction to enforce compliance with the terms of this Order.

BY THE COURT:

RØBERT J. MELLON, J.

N.B. It is your respectation; to notify all interacted parties of the above action.

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA	:
BY ATTORNEY GENERAL JOSH SHAPIRO	: Term:
Plaintiff	: Case No.:
v.	:
THE BARN AT FORESTVILLE LLC	: CIVIL ACTION - EQUITY
1493 Forest Grove Road	:
Furlong, Pennsylvania 18925	:
- · · · · · · · · · · · · · · · · · · ·	:
and	:
	:
LAWRENCE PLUMMER, JR	.
Individually and as managing member of	•
The Barn at Forestville LLC	•
1493 Forest Grove Road	.
Furlong, Pennsylvania 18925	: :
and	•
***************************************	:
KAREN PLUMMER,	: ·
Individually and as managing member of	:
The Barn at Forestville LLC	•
1493 Forest Grove Road	:
Furlong, Pennsylvania 18925	:
Defendants	:

CERTIFICATE OF COMPLIANCE

I certify that this filing (Complaint) complies with the provisions of the Public Access

Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial

Courts that require filing confidential information and documents differently than nonconfidential information and documents.

Date: (-23-2020

By:

YongHan Son

Deputy Attorney General

Attorney I.D. Number 325223 Pennsylvania Office of Attorney General 1600 Arch Street, Third Floor Philadelphia, Pennsylvania 19103 Telephone: (215) 560-2414 Fax: (215) 560- 2494

Attorney for Plaintiff