

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PA

CIVIL DIVISION

[REDACTED]

BUCKINGHAM TOWNSHIP and :
COUNTY OF BUCKS, :

Plaintiffs, : NO. 2023-01010

v.

: CIVIL ACTION -EQUITY

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Defendants, :

OPINION

[REDACTED]

Buckingham Township (Township) and the County of Bucks (County) (collectively, Plaintiffs) filed an action seeking injunctive relief to prohibit the above captioned Defendants (collectively, the Farm) from operating a Solid Waste Facility manufacturing mulch on the Farm which Plaintiffs claim is in violation of both an Agricultural Conservation

Easement (ACE or Easement) and Township Zoning Ordinances (Zoning Ordinance(s)). Further, Plaintiffs contend that the mulching operation is causing noxious odors and health concerns that affect residents living near the Farm. Additionally, Plaintiffs seek to enjoin the Farm from conducting festivals and carnivals on the property in contravention of the terms of the Easement and Ordinances. For the reasons outlined below, this court finds that the County and Township have sustained their burden of proof and the injunction against the Farm is GRANTED as to the mulching operation as well as the festivals and carnivals.

FACTUAL SUMMARY

Defendants own and operate a 112-acre farm in Buckingham Township, Bucks County. [REDACTED] and [REDACTED] own and manage all the nursery and agricultural related businesses operating on the property. The property is generally known in the community as the [REDACTED] Farm.

There is no dispute that from the 1940s through the present, the Farm has been owned by four generations of the [REDACTED] family. In 1999, then owner [REDACTED] great grandmother of [REDACTED] entered into an Agricultural Conservation Easement with the Commonwealth of Pennsylvania, County of Bucks and Buckingham Township wherein the State, County and Township would "purchase" part of the Farm through the Easement, providing consideration to the Farm of approximately \$1.274 million dollars. The property comprises approximately 112 acres with 106 of those acres subject to the Easement which imposed certain conditions on farm operations.

In June, 2022, as part of a routine biennial inspection, the Township's Director Of Agricultural Land Preservation discovered that the Farm was

conducting a composting and mulching manufacturing operation which the Plaintiffs contend is a violation of the Easement as well as a violation of an Ordinance that prohibits operating a Solid Waste Facility. The Township maintains that the Farm is located in the Township's AG-1 Zoning District and a Solid Waste Facility is not a permitted use in that district. Further, both the Township and County claim that the Easement restrictions are violated by the mulching operation.

The Ordinance defines a Solid Waste Facility as a facility at which composting is done. "Composting shall mean the process by which organic solid waste is biologically decomposed under controlled anaerobic or aerobic conditions to yield a humus-like product. Compostable material shall mean organic waste that is capable of undergoing composting. Composting activities associated with Section 405 A-1 as described in that section shall not be considered a Solid Waste Facility.) (ZO§405 G15, Buckingham Ex. 5, Page 222).

While the production of mulch could be allowed under the Easement as "agricultural production", so long as more than 50% of the material used in the manufacture of the mulch comes from the Farm, the County and Township claim that the Farm does not meet the 50% requirement.

Additionally, the Township and County assert that local residents living near the Farm complain of noxious odors and ill effects caused by the Farm's mulching/composting operation.

THE FARM'S POSITION

The Defendants argue that the mulch/compost activities do not violate either the Easement provisions or Zoning Ordinances. They maintain that the Easement provides that "crops, livestock and livestock products" include "timber, wood, and other products derived from

trees," materials which are the main ingredients of the mulching operation. (Deed of Agricultural Conservation Easement, Paragraph No. 1)

Further, Defendants counter that more than 50% of the material used to produce the mulch comes from the Farm.

Furthermore, Defendants contend that the Farm's mulching operation is entitled to protection under several agriculturally based legislative enactments that protect farms from nuisance actions brought by municipalities. Defendants also claim that the mulching operation should be permitted to continue under the principle of variance by estoppel, which essentially relies on an assertion of economic hardship and a good faith reliance on the inaction of the municipality.

Defendants also present the doctrine of equitable estoppel as a defense as well as the argument that the mulching operation is an existing nonconforming use.

As to the carnivals and festivals, the Defendants maintain that the Farm, which has essentially been in the [REDACTED] family for the past 70 years, has been hosting festivals and carnivals on the property for decades.

With respect to zoning ordinances governing the festivals and carnivals, Defendants claim an existing nonconforming use in that the festivals were started long before the Township had zoning ordinances.

Defendants posit that the festivals and carnivals are also protected and permitted under the agricultural laws and statutes mentioned above.

Lastly, as to both the mulching and carnival issues, Defendants argue that injunctive relief should be denied because of lack of resulting harm and that greater injury would result from granting injunctive relief than from denying it.

DISCUSSION

Plaintiffs first allegation is that Defendants are conducting a compost/mulching operation that violates ACE as well as Township Zoning Ordinances.

With respect to the 1999 Agricultural Conservation Easement, [REDACTED] [REDACTED] received government funds in the amount of approximately \$1.274 million dollars for farm operations and accepted certain conditions as part of the agreement.

The Farm accepted the following condition on use of the property:

1. Permitted Acts – During the term of the agricultural conservation easement conveyed herein, the subject land (Easement area) shall be used solely for the production for commercial purposes of crops, livestock and livestock products, including the processing of retail marketing of such crops, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production").(Easement, Paragraph No. 1; Township Exhibit 3).

There is no dispute in the instant litigation that the operation of the Farm is still subject to the ACE conditions.

The Township and the County claim that while the terms of the Easement do allow composting/mulching as part of agricultural production, such activity is only allowed if more than 50% of the material used to produce the product comes from the subject land. Much of the testimony centered around the 50% provision. The Plaintiffs' evidence consisted of a series of aerial photographs of the Farm taken over the past 10-plus years. The Plaintiffs' contention over

the 10-plus year period was that very little of the limited wooded area of the Farm had been cleared with the overwhelming percentage of the Farm property consisting of fields, leading to the conclusion that the raw material for the mulch is coming from off-site.

The Township also introduced testimony from neighbors with homes bordering the Farm who gave accounts of observing trucks coming onto the property and dumping logs, trees and tree stumps, sometimes several times a day. One neighbor testified that there were limited tree stands on the property and those trees were never cut or removed for use in the mulching operation. He testified to sizeable piles of logs and tree stumps that did not come from the property. The Township Zoning Officer offered an opinion based on an examination of the aerials over more than a decade, coupled with his observations during inspections and visits to the property, that the piles of wood material could not have originated from the property.

Counsel for Township and County also pointed out the paucity of Farm records produced by Defendants during discovery following Plaintiffs repeated requests for financial records of purchases of bulk material, tax returns, contracts with local landscapers, etc. that would shed light on what was coming onto the property.

Additionally, County points out that the property was subject to a Soil and Water Conservation Plan under the terms of the 1999 Easement. The provision provided that:

"All agricultural production on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten years and upon any change in agricultural production being conducted on the subject land." (Easement Deed, Paragraph No. 7).

According to the County, the current plan indicates that the subject property is a strictly crop farm, with corn, hay, pasture and some vegetables. No amendment was made to the conservation plan to indicate any type of mulching or composting activity.

As mentioned previously, Plaintiffs offered the testimony of [REDACTED] Director of Land Preservation and Open Space Programs in the County. His responsibility was to work with farmers and farms to protect and preserve agricultural areas in Bucks County. Following his 2020 inspection, he forwarded a letter to [REDACTED] requesting notification of any changes in farm production, further explaining that any such changes would trigger new soil conservation practices. Similar letters were forwarded to [REDACTED] by [REDACTED] predecessor following inspections in previous years. During his testimony, [REDACTED] did not recall or acknowledge receiving any such letters. After the 2022 biennial inspection, [REDACTED] sent a certified letter to [REDACTED] detailing several perceived violations of the Easement restrictions. A meeting ensued between [REDACTED] and [REDACTED] with a review of records of large amounts of offsite material coming onto the Farm in 2022. When compared to the 2020 inspection, [REDACTED] was able to determine that the piles of debris, lumber and construction material were beginning to take up former cropland. After discussion with [REDACTED], there was an agreement to remove the debris and other off-site material and restore the land to agricultural production. However, [REDACTED] testified that further monitoring and review of records established that there was significantly more off-site material continuing to come into the Farm than was being removed.

██████ also testified that aerial photographs of the property taken in 2023 showed that debris piles were expanding at the expense of farming and cropland.

Evidence presented by Defendants on this point was limited and unconvincing. It consisted in the main of In and Out Logs that were incomplete, inaccurate and error prone. Plaintiffs claimed that defendants failed or refused to submit various financial records repeatedly requested in discovery that would clearly establish the transport of offsite material to the Farm for mulching operation purposes. Records requested and not produced included such items as bank records, dumping fee records, receipts from sales of mulch, contracts with landscapers, tax records, etc.

There is no dispute that Defendants are conducting a composting and mulching operation. Further, the Farm lies in an AG-1 Zoning District that permits the "making of compost or mulch from materials that are the on-site byproduct of the General Farming use." While plaintiffs concede that the Farm can produce compost/mulch for use on the Farm, so long as the material to produce the product does not come from off-site. (Zoning Ordinance, Section 405 A-1(I); Township Exhibit 5). Defendant ████████ in his testimony, conceded that roughly a third of the material comes from off-site. Transcript 8/13/23 at p. 89 lines 1-3. The Township argues that this admission confirms that the Farm is conducting a Solid Waste Facility prohibited by the Zoning ordinance in the A-1 district. Again, the weight of the evidence presented at the extended hearing on this issue clearly established that far greater than 50% of the material used in the production of mulch came from off-site.

As previously indicated, defendants offered no reasonable explanation for failing to turn over certain financial documents in discovery that

could have established what amount of raw material flowed onto the Farm and what products left the Farm. This court, as the trier of fact, is allowed to draw the inference that defendants' failure to produce the discovery requested and the various financial records, would not have been favorable to Defendants' position in this litigation. See *Pares v. Carson*, 765 A. 2d 1128 (Pa.Super. Ct. 2000).

Defendants maintain that farm operations are protected by statute from municipal interference. Defendants cite what is generally known as the **Right To Farm Act (RTF)**, (Act Protecting Agricultural Operations From Nuisance Suits and Operations, 3 P.S. § 951-957), and also cite, the **Agricultural, Communities and Rural Environmental Act (ACRE)**, 3 Pa. C.S, § 311-318, as well as the **Pennsylvania Municipalities Planning Code (MPC)**, 53P.S. § 10603 (b) and (f), claiming that this trio of legislative statutes override municipal zoning laws and nuisance claims with respect to farming operations. County and Township counter that such may be so but for one section in each of these statutes that exempt any farm activity which has an adverse effect on public health and safety from its protections. For example, the RFA states "Every municipality that defines or prohibits a public nuisance shall exclude from the definition of such nuisance any agricultural operation conducted in accordance with normal agricultural operations so long as the agricultural operation does not have a direct adverse effect on the public health and safety," 3 P.S. 953. Township adds that the RTF, under its definition of Normal Agricultural Operation, requires that the protected activity consists of at least 10 acres (the Farm only has 5 acres involved in the mulching activity) or, if less than 10 acres, has an actual or anticipated gross income of at least \$10,000 (not present here).

ACRE has a similar provision and the MPC excludes agricultural activity from nuisance law protection which has a direct adverse effect on "public health and safety," 53 P.S. Sect. 10603.

Interestingly, ACRE also contains a provision allowing the Attorney General to intervene and, essentially, file suit against the municipality if the Attorney General determines that a local ordinance unlawfully limits or prohibits a normal agricultural operation. Defendants did request the Attorney General to act against the township in 2014 regarding the Township's zoning ordinance. After conducting its review, the Attorney General decided not to take any action against the township. N.T. 6/27/23, pp. 166-167, lines 17-21).

Plaintiffs presented a series of witnesses who offered testimony regarding the adverse effects of the Farm's mulching operation. Several neighbors who reside in the development bordering the Farm testified to the noxious smells and odors emanating from the farm at all hours, "but more prominent during the evening, middle of the night and early morning." N.T. 7/14/23 at p. 13, lines 9-19. One witness, [REDACTED] a scientist who lives in the development mentioned above, commented on the smoke and vapors coming from the mulch piles on the farm. Concerned with the health impact of the vapors everyone was breathing, he took readings from an air quality meter on two different occasions. He explained in detail the process he used, the calibration of the meter, and presented photographic evidence of the meter readings. While the witness conceded he is not an expert in that particular field, he has significant experience in using instrumentation sensors, laboratory and monitoring equipment in his 30 plus years of scientific work. Such background and experience added to the weight given to his testimony.

Another resident living in the development next to the Farm, [REDACTED] a medical doctor and board certified pulmonologist, offered his opinion of the noxious smells he encountered coming from the farm on multiple occasions, and opined that the smoke smell that he personally experienced would have an adverse effect on his family, neighbors as

well as himself. He continued, saying that the noxious smoke is bad for the lungs because of high levels of small particulate matter. He also testified that the readings obtained by [REDACTED] if accurate, under EPA and DEP standards would be unsafe for the general population, and even more so, for anyone suffering from certain chronic conditions.

[REDACTED] fire marshal and emergency management coordinator for the township, and an experienced hazard materials professional, testified to a log maintained by the Township from June, 2022 thru April 2023. The log listed complaints from neighbors living near the Farm about the odors and smells, especially from neighbors suffering from asthma and other such conditions. He also reviewed the readings taken by [REDACTED] and based on particle size under EPA and DEP guidelines, indicated that the air was hazardous to breath on one of the dates readings were taken, and on another date, applying the same standards, was unhealthy for people to breathe. N.T. 8/31/23 at 13, lines 1-11. He also offered his opinion that the readings exceeded the EPA's ambient air quality standards. N.T. 8/31/23 at 14, lines 15-25.

Of note, Defendants offered little in the way of rebuttal to counter the neighborhood concerns of noxious odors and harmful impact.

What remains is whether other affirmative defenses offered by the Farm trump the claims of the County and Township. Variance by estoppel and equitable estoppel have similar elements. Each requires the landowner to prove good faith reliance on some government action or inaction, substantial expenditures in reliance on the good faith, imposition of a substantial hardship on the landowner if the variance is denied. The only difference is that variance by estoppel requires active acquiescence by the municipal entity. Under equitable estoppel, the landowner must prove that the municipality intentionally or recklessly misrepresented its position on the permitted use of the land.

A variance by estoppel is an unusual remedy and is granted in the most extraordinary of circumstances. *Springfield Twp. v. Kim*, 792 A.2d 717, 721 (Pa. Cmwlth. Ct. 2002). A movant must establish active acquiescence in the illegal use or that the governmental body intentionally or negligently misrepresented its position with reason to believe that the landowner would rely on such. Secondly, the landowner must act in good faith and rely innocently on the validity of the use. A third element is to show substantial expenditures in reliance upon his belief that that the use was permitted. A fourth element is to show a substantial hardship if the variance is not permitted and lastly a court may consider whether the variance is a threat to public health, safety and morals. See *Klanke v. Zoning Board of Adjustment of the City of Pittsburgh*, 477 A.2d 907, 909 (Pa. Cmwlth. 1984). Later cases clarified *Klanke*, indicating that active acquiescence needs to be more than mere knowledge, rather it must involve an affirmative act such as issuing a building permit. Instantly, there is no showing of any active acquiescence that can be interpreted as sanctioning the mulching operation.

A second requirement of establishing a variance by estoppel is an innocent good faith belief that the use is permitted. Here, Defendant [REDACTED] made clear in his testimony that he was never told that the mulching operation was not permitted under zoning ordinances, instead he relied on the Agricultural Conservation Easement. Transcript 8/31/23 at p. 16, lines 12-13. Further, no credible evidence was presented by Defendant [REDACTED] during his testimony that the Township or County in any manner, negligently or intentionally, misrepresented their position.

FESTIVALS/CARNIVALS

The second major contention of the Township is that the Farm violates the local zoning ordinance by holding festivals and carnivals throughout the year, such as a Spring Festival and Easter Egg Hunt, Red, White and Blueberry Festival. Additionally, the claim is that such events are violative of the ACE provision that "the subject land shall be used solely for the production for commercial purposes of crops, livestock and livestock products."

The Township posits that the Festival/Carnival events that take place on the Farm fall under Use A-10 Accessory Farm Business provision of the Buckingham Township Zoning Ordinances. Such A-10 Use is permitted as a conditional use in the AG-1 Agricultural District where the property is located. Testimony revealed that the Farm applied for a conditional use permit in the Fall of 2022, but later withdrew the application after that year's Fall Festival took place.

Defendants claim that the festivals and carnivals have been a staple at the Farm for nearly 70 years. These events usually include egg hunts, petting zoos, hayrides, hot air balloon rides, amusement rides, sale of agricultural products including pumpkins, corn, trees, flowers, etc. At one event outlined in the complaint, the Township described the upcoming Red, White and Blueberry Festival scheduled for the July 4 weekend. The event supposedly would feature live music, a local brewery concession, inflatables, air guns, kids' crafts, cow train, monster slide and a fireworks show to end the evening. The Township alleges that the Farm failed to obtain the required permit for the festival, nor did they arrange wastewater disposal as required under the zoning ordinance since there were no public sewage facilities on the Farm. Additionally, the Township claims that no arrangements were made for fire protection-required because of the anticipated fireworks show - and state road access.

The Township also referenced a court order dated May 6, 2013, enjoining the Farm from conducting an event called Rebel Race Pennsylvania – Bucks County and Zombie Race. The Farm stipulated and agreed to the entry of that order in 2013.

Also introduced by the Township was the decision by a Bucks County Court of Common Pleas Judge who ruled on a 2022 Petition filed by the Township to enjoin the Defendant's Red, White and Blueberry Festival. In granting the injunction, Judge Robert Shenkin stated:

THE COURT: I see no way in which the evidence before me, this use is permitted under the agricultural easement, which specifically provides that it can be enforced by injunction...Accordingly, the Plaintiff's petition is granted, and Defendants are enjoined from conducting the Red, White and Blueberries Festival... [Transcript of 6/29/2022, Bucks Co. Civil Action No. 2022-02754 at pp. 81-82].

Additionally, the Township claims that the festivals violate the Easement provisions, Paragraph 1 dealing with Permitted Acts (subject land "shall be used solely for the production for commercial purposes of crops, livestock and livestock products") and the later wording in that section prohibiting "any activity on the subject land other than agricultural production." The Township also complains that the required permits were not obtained for the fireworks (permit and bond), alcohol sale permit, and permit under the Public Gathering Ordinance, among others.

Defendants counter first with a distinction between the three Seasonal Festivals (Fall, Winter, Spring) and carnival type events such as the Red, White and Blueberries event and the Zombie Race. Defendants indicate that the Seasonal Festivals are part of the Defendant's agrotourism outreach to the community which features items grown on the Farm as well as events marking the season, such as Pumpkin Patch, Easter Egg

Hunt, spring flower sales, Christmas trees and wreaths, etc. They argue that the Seasonal Festivals have long been accepted by the Township and over the past 70 years, the Township has never issued a single zoning enforcement notice that they were in violation of the Easement or zoning laws with regards to the Seasonal Festivals. Most importantly, they claim the Township's own representative identified the Seasonal Festivals as rural enterprise activities which are specifically identified under the Easement.

Plaintiffs advance three arguments to justify enjoining the festivals and carnivals on the Farm:

- a violation of the Agricultural Conservation Easement;
- a violation of Buckingham Township Zoning Ordinances;
- and the doctrine of collateral estoppel based on prior court rulings.

Defendants counter with a multi-pronged attack on the Plaintiffs' contentions, claiming that:

- Seasonal Festivals are permitted under the Agricultural Conservation Easement as rural enterprise activities;
- Seasonal Festivals are permitted under the zoning ordinances as part of general farming activities;
- Seasonal Festivals are permitted under the principle of variance by estoppel and/or equitable estoppel;
- Seasonal Festivals are permitted under the Right to Farm Act and the ACRE Act;
- the elements of injunctive relief have not been satisfied.

DISCUSSION

Easement Restrictions

The Township first claims that the festivals/carnivals have already been enjoined by prior court decisions in the Court of Common Pleas of Bucks County. While defendants claim that the types of festivals/carnivals they now hold are different than the type of festivals which were enjoined by the court, the fact remains that the court decisions were based on the wording of the Easement. In clear-terms, the Easement indicates that the use of the subject land is "solely for the production for commercial purposes of crops, livestock and livestock products." Judge Shenkin's comments are still appropriate in the current litigation ("I see no way in which the evidence before me, this use is permitted under the agricultural easement...").

Further, this court is satisfied that the elements of collateral estoppel have been established in that the instant issue is identical to the previously litigated matter, the parties were essentially the same, and there was a court proceedings and the Defendants had an opportunity to litigate the action that resulted in a final judgment. See *Appeal of Davis*, 165 Pa. Cmwlth. 20, 644 A.2d 220 (1994).

Separate and apart from the Easement restrictions, the Township zoning ordinances bolster the Plaintiffs' position. The Farm falls under the A-1 General Farming ordinance which entails, in relevant part:

The production of agricultural..... and dairy products, the keeping of livestock, poultry and the products thereof....."

Even allowing that the festivals and such could be classified as an accessory farm business under the prevailing Ordinance as a

"revenue generating venture sympathetic to the principal agricultural or nursery use that is conducted on the land in addition to, but as an accessory to, the principal agricultural or

nursery use. The use of the farm for educational tours, seasonal festivals related to products grown on the farm, shall constitute accessory farm businesses." (Ordinance § 405 A-10).

With respect to the Farm's position that the festivals/carnivals are a nonconforming use and have been occurring on the Farm for more than 70 years, it should be kept in mind that the hearing testimony indicated that the festivals may have a history, but they have dramatically expanded in size and complexity. Now food trucks, beer and wine sales, live music, monster slides, etc. are part of the festival landscape, plus increased traffic, and the lack of bathroom and sanitation facilities, add to the complexity. While the precise history and details of such events remains in dispute, the Defendants have not established by any objective evidence that the prior use was created in good faith, and that it was lawful at the time. Again, there is no evidence of any type of township approval or acquiescence, no permits applied for or issued. Certainly, no conclusive proof by way of objective evidence. See *Overstreet v. Zoning Hearing Board of Schuylkill Township*, 49 Pa. Cmwlth. 397, 412 A.2d 168 (1980), (burden of proving the existence of a nonconforming use is on the property owner).

Zoning Restrictions

Separate and apart from the Easement that prohibits holding festivals and carnivals on the Farm, the Township's zoning ordinances also restrict such activities. Initially, the provision of the Ordinance quoted above limits the activity to the production of agricultural products, keeping of livestock, etc. Defendants claim the festivals and carnivals are allowed as an accessory farm business under Section A10, as a conditional use.

Variance by estoppel would require the defendants to prove several essential factors, chief among them that there must be "active acquiescence" on the part of the Township in allowing some type of illegal use, or that the township as indicated previously, intentionally or negligently misrepresented its position such as to encourage reliance upon the misrepresentation by the landowner. Here, the record does not support active acquiescence or any type of misrepresentation by the Township. There was no proof offered of prior authorization to conduct the events, no permits issued, no other conduct by the Township even remotely suggesting acquiescence. Defendants did make application for a conditional use permit, but withdrew the application following the festival event.

Lastly, in terms of defenses, Defendants offer variance by estoppel, which this court previously indicated is an unusual remedy granted in the most extraordinary of circumstances. *Springfield Twp. v. Kim, supra*. Here again, no active acquiescence by the Township has been demonstrated nor any intentional misrepresentation or affirmative act by the Township offered into evidence. Further, defendants offered no concrete evidence that substantial expenditures were committed by defendants in reliance upon a belief that the festivals were allowed by the Township and offered no convincing evidence of any hardship that would befall Defendants. "one who undertakes to make use of real estate for commercial purposes without inquiring as to whether the use is permitted by the municipality's zoning ordinance, does so at his own peril." *Id.* at 722.)

As stated previously, defendants abandoned the avenue of a conditional use application, which, arguably, may have allowed the festivals.

This court is satisfied that the restrictions contained in the Easement and the Township Zoning Ordinance, in conjunction with the prior Bucks County Court decisions, the withdrawal of the conditional use application, and the lack of any meaningful rebuttal to the Plaintiffs' compelling evidence justify the granting of the Injunction. Any history of the Farm's activities must bow to the realities and restrictions of the Easement accepted by the Farm in 1999, which restricted the use of the land in exchange for the ample infusion of cash, together with the Zoning Ordinances of Buckingham Township.

Accordingly, this court enters the following:



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

BUCKINGHAM TOWNSHIP and :
COUNTY OF BUCKS, :
:

Plaintiffs :

v. :

2023-01010

CIVIL ACTION - EQUITY

[REDACTED] :
[REDACTED] :
[REDACTED] :
[REDACTED] :

Defendants :

ORDER

AND NOW, this 21st day of March, 2024, upon consideration of Plaintiffs' Complaint and Petition for Injunctive Relief and Defendants' Reply as well as the briefs submitted by counsel for the parties, Proposed Findings of Fact and Conclusion of Law submitted by the parties, and following an extended hearing in this matter;

IT IS HEREBY ORDERED that the Plaintiffs request for injunctive relief is hereby GRANTED and Defendants [REDACTED]

[REDACTED] are enjoined and restrained from operating and conducting a Solid Waste Facility comprised of a mulch manufacturing

operation on the Farm located in Buckingham Township, Bucks County,
commonly referred to as the [REDACTED]

AND FURTHER, Defendants are enjoined and restrained from conducting
festivals and carnivals on the [REDACTED]

BY THE COURT:

*N.B. It is the responsibility of
all parties to notify all interested
parties of the content of this
order/action.*

[REDACTED]