

## **Buckingham Township Update on Proposal to Permanently End Warehouse Plan**

*All parties have agreed to a stipulation permanently withdrawing the warehouse proposal that has been approved by the Court.*

Buckingham Township Board of Supervisors are pleased to announce that they have secured J.G. Petrucci's, the Bucks County Airport Authority's and No Buckingham Warehouse's agreement to a stipulation that withdraws the warehouse use proposal in favor of a residential development of the land including new recreational facilities and community paths. At the direction of the Board of Supervisors, the Township's legal team has been working on the stipulation since last summer, hammering out the details with the other parties. This is a good outcome of residents and the Township working together.

A fully executed copy of the stipulation was finally obtained on January 9<sup>th</sup>, 2026 and filed with the Court that afternoon. The Court signed an Order approving the Stipulation and fixing it as an Order of Court on January 12, 2026. A copy of the Order is attached to this press release and also available at the Bucks County Prothonotary's office. The ratification of the Stipulation will be considered by the Supervisors at their January 28, 2026 meeting.

The Order and Stipulation will end all litigation and permanently withdraw the warehouse application with prejudice. The property, currently zoned for industrial use, will instead allow no more than 42 single-family homes, consistent with neighboring properties and preserve 26± acres of open space. The Court does retain jurisdiction "to insure and enforce compliance by the Parties with the terms of this Stipulation."

Buckingham Township provides this update on the status of the now complete negotiations to permanently end the warehouse proposal to keep our community informed. The residential application will have to go through land development approval before the Township's Planning Commission and Board of Supervisors, at which meetings all are welcome to attend and participate.

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

SMITH & PORTER, P.C.  
BY: Craig A. Smith, Esquire  
Identification No. 29364  
301 South State Street  
Newtown, PA 18940  
(215) 860-2171

Attorneys for Buckingham  
Township



NO BUCKINGHAM WAREHOUSE, DARLENE  
GOODCHILD, JOSEPH GRACEY, GRAHAM  
CAFLISCH, KELSEY MAKOUL, JEFFREY I.  
COHEN, ELAINE PASQUA, MARIE A. PROGIN,  
ERICK VORONIN, AND JEANNE E. VORONIN,  
*Appellants*

CONSOLIDATED LAND  
USE APPEALS  
No. 2024-05256

J.G. PETRUCCI COMPANY, INC.,  
*Appellant*

v.

BUCKINGHAM TOWNSHIP BOARD OF  
SUPERVISORS,  
*Appellee*

**ORDER**

AND NOW, this 12<sup>th</sup> day of January, 2026, upon consideration  
of the Stipulation of the parties appended hereto and made a part hereof it is  
hereby ORDERED that:

1. The terms of the Stipulation appended hereto  
("**Stipulation**") are approved and incorporated into this Order;
2. This matter shall remain open and shall be marked  
settled, discontinued and ended, with prejudice, only upon approval

of the Final Plans (as defined in the Stipulation) and their release for recording by Appellee pursuant to the Stipulation. This Court shall retain jurisdiction of any matter pertaining to interpretation of the Stipulation and/or enforcement of this Order.

APPROVED AND SO ORDERED  
BY THE COURT:

  
DENISE M. BOWMAN, J. J.

N.B. It is your responsibility  
to notify all interested parties  
of the above action.

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**SETTLEMENT STIPULATION AND**  
**AGREEMENT FOR AGREED ORDER OF COURT**

AND NOW come the Appellant, J.G. Petrucci Company, Inc. ("Petrucci") by its attorneys, Wisler Pearlstine, LLP, and Appellants No Buckingham Warehouse, Darlene Goodchild, Joseph Gracey, Graham Caflich, Kelsey Makoul, Jeffrey I. Cohen, Elaine Pasqua, Marie A. Progin, Erick Voronin, and Jeanne E. Voronin (collectively, the "Opponents") by their attorneys, Grim, Biehn & Thatcher, P.C., along with Appellee, the Buckingham Township Board of Supervisors (the

"Township"), by their attorneys, Smith and Porter, P.C., (hereinafter collectively "the Parties") and hereby stipulate as follows and respectfully request that Your Honorable Court approve this stipulation and enter it as an Order of the Court in the form attached hereto:

WHEREAS Petrucci submitted to Buckingham Township a Preliminary/Final Land Development Plan Application (LD 2023-04) ("Petrucci Application") for Bucks County Tax Map Parcels #06-004-016 and #06-004-017-001 (the "Property") entitled "Preliminary/Final Land Development Plans for Proposed Warehouse-DiGirolamo Tract" (Sheets 1 to 76 of 76) dated May 17, 2023, last revised April 9, 2024, and prepared by Gilmore and Associates, Inc; and

WHEREAS, On August 8, 2024, the Township issued its written Decision on Petrucci's Preliminary Land Development Plan application denying the Application (hereinafter the "Decision"); and

WHEREAS, Petrucci appealed the Decision's denial of waiver requests Petrucci had sought from the Buckingham Township Subdivision and Land Development Ordinance ("SALDO") as part of the proposed development. Petrucci's Appeal was docketed in this Court at No. 2024-05643; and

WHEREAS Opponents filed their own separate appeal from the Decision, docketed at 2024-05256; and

WHEREAS By Order dated February 11, 2025 the Court approved the Parties' stipulation to consolidate both pending Appeals under Civil Action No 2024-05256; and

WHEREAS, pursuant to a conference with Your Honorable Court on August 7<sup>th</sup>, 2025, the Court encouraged the Parties to explore an amicable resolution of the pending Appeals; the Court further noted that pending the filing of a status report on the progress of the settlement negotiations, the Court would hold any decision on the merits of the above referenced litigation in abeyance; and

WHEREAS, the Parties, in accordance with the direction of Your Honorable Court referenced hereinabove, have actively considered an alternate residential development scheme proposed by Petrucci for the Property (the "Residential Proposal"); and

WHEREAS, by this Stipulation the Parties wish to confirm certain agreements, protocols, and processes under which the Parties would evaluate, process, and approve the Residential Proposal more particularly described hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound, the Parties hereby agree to resolve the above-captioned appeals as follows:

1. The Parties agree to submit this Stipulation to Your Honorable Court for the entry of a Court Order incorporating the terms of this Stipulation with the understanding and reservation that Your Honorable Court shall retain jurisdiction of the above referenced pending Appeals to insure and enforce compliance by the Parties with the terms of this Stipulation.

2. Upon the entry by Your Honorable Court of the Order adopting the terms and conditions of this Stipulation, Petrucci shall withdraw, with prejudice, the Petrucci Application upon Petrucci's receipt of final, unappealable approval of the Residential Proposal in accordance with this Stipulation and, thereafter, the pending Appeals referenced hereinabove shall be marked Settled, Discontinued, and Ended by Petrucci and Opponents, respectively.
3. The Parties agree that the Bucks County Airport Authority, by execution and approval of this Stipulation by this Honorable Court shall be a party to this Stipulation with all of the rights and obligations hereunder.
4. Although zoned PI-2 Planned Industrial District-2, Petrucci shall be permitted to develop the Property with single family residential uses and related residential accessory uses in accordance with the Residential Proposal as shown on the Settlement Sketch Plan attached hereto as Exhibit "A".
5. The Township agrees to approve and Opponents and the Authority agree not to file any legal action in opposition of approval of the Residential Proposal that will be substantially similar to the Settlement Sketch Plan attached hereto as Exhibit "A". The Parties recognize that Exhibit "A" has not been fully engineered and therefore there may be needed revisions to the layout of the plan when the plan is fully engineered. The Township's agreement to approve does not obligate it to approve any land development which does not comply with the Township's SALDO; excepting that in the event of a conflict between the SALDO and this Stipulation or the Settlement Sketch

Plan, the Stipulation or Settlement Sketch Plan shall control. Objectors' and Authority's agreement to not oppose does not limit them from commenting upon or critiquing the land development plan or suggested changes thereto nor does it prevent them from filing any action to enforce this Stipulation.

6. The Township agrees that it shall approve the Residential Proposal, which shall contain up to but not exceed 42 new single family detached dwelling building lots, provided such number of lots can be accommodated by a fully engineered plan that would be fully compliant with the current ordinances of Buckingham Township, with the exception of those matters specifically addressed in or waived by this Stipulation and any acknowledged waivers from the Township's SALDO referenced hereinbelow.
7. The Township agrees to review and approve the Residential Proposal not later than eight (8) months from the date of submission by Petrucci of the fully engineered compliant land development plan based upon the Residential Proposal, the Settlement Sketch Plan, this Stipulation and the SALDO ("LD Plan"). In addition, this eight (8) month deadline is subject to those more specific milestones noted hereinbelow as follows:
  - a. The Township Engineer shall have thirty (30) days to complete their review of the LD Plan submitted by Petrucci upon the submission of those plans by Petrucci;
  - b. Upon receipt of any review comments of the Township Engineer following the initial or subsequent submission of a non-compliant LD



- Plan, Petrucci shall, within thirty (30) days revise and resubmit the LD Plan to address those review comments;
- c. Upon submission of a compliant LD Plan by Petrucci, the LD Plan shall be scheduled for a joint review by the Township Planning Commission and Board of Supervisors at a public meeting within thirty (30) days of the resubmission of those revised plans. Such review meeting to be properly advertised and open to the public.
  - d. Any and all subsequent resubmissions of the LD Plan which may be required within the above referenced eight (8) month period shall be processed in accordance with the timelines stated in subparagraphs a-c above.
8. Petrucci will prepare and submit a Planning Module for the proposed sewage disposal system pursuant to the Township's Act 537 Plan. The submission shall provide for either disposal upon the Property by means of a lagoon and spray field system, connection to Buckingham Township's sewer system, or connection to the Bucks County Water and Sewer Authority system. The Planning Module shall not require review by the Township's Sewer and Water Committee. Upon determining the Planning Module submission is technically complete, the Township shall sign it and forward it to the Pennsylvania Department of Environmental Protection whose decision on the Planning Module shall be final.
9. Water shall be provided by either Buckingham Township or by a community system supplied by on lot well(s) and appropriately treated.

10. Petrucci shall meet the requirements of SALDO § 9.40 by contributing Seven Hundred Fifty Thousand Dollars (\$750,000.00) in cash or constructed facilities toward Township and/or site specific recreational improvements, the specific nature of such improvements or contributions to be decided during the land development approval process. During the land development process consideration shall be given to installing four (4) Pickle Ball courts and a splash pad at a Township park.
11. Separate from the recreational improvements contribution set forth in Paragraph 10, Petrucci shall install at its cost a six (6) foot wide sidewalk/walking path/multi-use trail ("Path") generally in accordance with the attached plan (Exhibit "A") extending the internal sidewalk network of the Project from the Road "B" cul de sac to a point of interconnection with proposed the emergency/farm access path, which shall be widened, if necessary, to accommodate pedestrian use, and then out to Stony Lane. Thereafter, the Path will be further extended in a southerly direction along Stony Lane to a point of interconnection with Cold Spring Creamery Road. The actual design, extent, and location of this Path shall be finalized during the review and approval of the LD Plan as set forth in Paragraph 7 above.
12. Buckingham Township will grant waivers for the LD Plan from the following sections of the SALDO for the provided reasons: (i) Section 9.7 and 9.7.A.10 so as to permit cul-de-sac streets and a single point of access to the development; (ii) from the requirements of Sections 9.2.C. and 9.3.F. which require that living community developments "generally adhere to the design

guidelines" or be prepared "in general conformance with the examples" in Appendix M of the SALDO, to allow the lots to be laid out as shown on the LD Plan in accordance with Exhibit "A"; and (iii) from the requirement of Section 9.4.A.3. that ninety percent (90%) of the lots be designed to meet solar orientation requirements.

13. In addition to those SALDO waivers more particularly set forth in paragraph 9 hereinabove, the Township shall favorably consider such other waiver requests that are essential to construct the Residential Proposal for the Property that will be substantially similar to Exhibit "A". More specifically, the Township will grant any other waiver, including those for which the Decision relied upon to reject Petrucci's Application, if those specifically identified waivers are required for the approval of the LD Plan in accordance with this Stipulation.
14. The LD Plan shall comply with the Township's Lighting Ordinance and the Airport Area Protection Standards in the Zoning Ordinance.
15. DiGirolamo and the Authority shall enter into an agreement of sale to cause the exchange of property depicted on the LD Plan, as may be amended during the Land Development approval process. The sale or exchange of such land shall comply with all applicable local, state and federal statutes, regulations and laws governing the sale of property by the Authority.
16. In order to provide a full runway safety area beyond the end of Runway 23 to comply with the applicable FAA Standards and to improve overall safety for the approach to Runway 23 at the Doylestown Airport, the Township

shall permit the Authority, at the Authority's sole cost and expense, to remove trees from the approximately 7.5 acre area of the DiGirolamo Property that lies within the runway protection zone.

17. This Stipulation shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania, and the terms contained herein are contractual and not a mere recital. Any legal action arising out of this Stipulation or the LD Plan must be filed in the Bucks County (PA) Court of Common Pleas.
18. Wherever provision is made in this Stipulation for the giving, service, or delivery of any notice, statement, or other instrument, such notice shall be deemed to have been duly given, served, and delivered, if mailed with the United States Postal Service, registered or certified mail, addressed to the party entitled to receive same or hand delivered at the following address:

If to the Township:	BUCKINGHAM TOWNSHIP 4613 Hughesian Drive P.O. Box 413 Buckingham, Pennsylvania, 18912
With a copy to the Township Solicitor:	CRAIG A. SMITH, ESQ. Smith & Porter, P.C. 301 South State Street Newtown, Pennsylvania, 18940
If to Petrucci:	c/o Edward F. Murphy, Esq. Wisler Pearlstine, LLP 301 N. Sycamore St., P.O. Box 1186 Newtown PA 18940
If to Opponents:	c/o Peter Nelson, Esq. Grim, Biehn & Thatcher P.O. Box 215 104 S. Sixth Street Perkasie, PA 18944-0215

If to the Authority:

c/o Gavin R. Laboski, Esq.  
Laboski Law, P.C.  
314 W. Broad Street, Suite 124  
Quakertown, PA 18951

Each party hereto may change their mailing address by giving to each other party hereto notice in accordance herewith of such change of address and of such new address. Except where otherwise specified in this Stipulation, any notice, statement, or other instrument shall be deemed to have been given, served and delivered on the third day following the date on which such notice was mailed, or on the day hand delivered, as herein provided.

19. This Stipulation may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. 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. The Stipulation shall be deemed to have been executed as of the date it is signed by the last party to affix their signature to one or more counterparts hereof.
20. Each party to this Stipulation acknowledges and agrees: that they have read this Stipulation; that they have received or have had the opportunity to receive independent legal advice; that each has separately and independently determined to complete this Stipulation; that each fully

understands the facts and has been fully informed or has had an opportunity to seek independent legal information as to their legal rights and obligations; that this Stipulation is fair and equitable; that this Stipulation is entered into freely and voluntarily; and that the execution of this Stipulation is not the result of any collusion or improper or illegal agreement or agreements.

21. General Provisions.

- a. All remedies at law or in equity shall be available for the enforcement of this Stipulation. This Stipulation may be pleaded as a full bar to the enforcement of any claim arising from the transactions involved herein. Moreover, the Parties agree that neither this Stipulation nor the furnishing of consideration in exchange for this Stipulation shall be deemed or construed at any time for any purpose as a waiver by any Party of any right or obligation under any law, statute, ordinance, code, rule, and/or regulation of any kind.
- b. This Stipulation shall be effective upon execution and shall be binding on the Parties hereto and their respective heirs, grantees, successors, administrators, and assigns.
- c. This Stipulation constitutes the entire agreement between the Parties and no prior or contemporaneous communications or discussions shall be relevant or admissible for determining the meaning or extent of any of the provisions in this Stipulation. Moreover, the Parties agree that this Stipulation contains all of the agreements between the Parties and

that there are no other agreements or representations made by any of them. This Stipulation sets forth the entire understanding between the Parties concerning the settlement of the above-captioned Appeals and any representations, oral or written, not contained herein are without effect.

- d. This Stipulation shall not be terminated, modified, or altered except with the prior written approval of all the Parties to such termination, modification, or alteration.
- e. The individuals executing this Stipulation represent and warrant that they have full power and authority to execute this Stipulation and thereby bind the Party for whom they are signing.
- f. If any Party is found to be in default of any provision herein, another Party shall provide written notice of the default to the defaulting Party and its counsel. If the defaulting Party does not remedy the default within thirty (30) days of receipt of the written notice, the opposing Party may file an action with the Court of Common Pleas in Bucks County to enforce this Stipulation. Forbearance by any Party to exercise its rights under this Stipulation in the event of any breach by another Party shall not be deemed or construed to be a waiver of any of non-breaching Party's rights under this Stipulation. No delay or omission by a Party in the exercise of any right or remedy upon any breach by another Party shall impair such right or remedy or be construed as a waiver.

- g. The Parties desire that this Stipulation be adopted as an Order of the Bucks County Court of Common Pleas.
- h. If any provision of this Stipulation is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional, or void and the remainder of this Stipulation shall remain in full force and effect.
- i. The provisions of this Stipulation shall survive the settlement contemplated herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Stipulation to be duly executed the day and year first above written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
[Signatures to Follow]



TOWNSHIP

**SMITH and PORTER, P.C.**

By: 

Craig A. Smith, Esquire  
Attorney for Intervenor/Appellee,  
Buckingham Township

Date: January 9, 2026

OPPONENTS

**GRIM, BIEHN & THATCHER**

By: 

H. Peter Nelson, Esquire  
Attorneys for Appellants/Intervenors,  
No Buckingham Warehouse,  
Darlene Goodchild, Joseph Gracey,  
Graham Caflisch, Kelsey Makoul,  
Jeffrey I. Cohen, Elaine Pasqua,  
Marie A. Progin, Erick Voronin, and  
Jeanne E. Voronin

Date: January 9, 2026

PETRUCCI

**WISLER PEARLSTINE, LLP**

By: 

Edward F. Murphy, Esquire  
Attorney for Intervenor/Appellant,  
J.G. Petrucci Company, Inc.

Date: 1/9/25

AUTHORITY

**LABOSKI LAW, P.C.**

By: 

Gavin R. Laboski, Esquire  
Attorney for Intervenor  
Bucks County Airport Authority

January 9, 2026

## EXHIBIT "A"

