

**BEFORE THE ENVIRONMENTAL HEARING BOARD  
OF THE COMMONWEALTH OF PENNSYLVANIA**

SOLEBURY TOWNSHIP, *Appellant*

v.

COMMONWEALTH OF PENNSYLVANIA,  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION, *Appellee*

and

NEW HOPE CRUSHED STONE & LIME  
CO., *Appellee*

NO. 2005-183-MG  
(Consolidated with EHB Docket No.  
2006-116-MG)

**STIPULATION OF SETTLEMENT BY AND BETWEEN SOLEBURY TOWNSHIP AND  
THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

Solebury Township ("Solebury") and the Commonwealth of Pennsylvania, Department of Environmental Protection ("PaDEP") hereby agree to a Stipulation of Settlement respecting the issues raised in this consolidated appeal as follows:

1. Contemporaneous with the execution of this Stipulation of Settlement, Solebury will withdraw, without prejudice, the above referenced appeals.
2. The PaDEP stipulates and agrees that Solebury has fully preserved all rights in the withdrawn appeals as they may have existed against the PaDEP, including, but not limited to all claims under the Clean Streams Law, Clean Water Act and all other applicable laws and regulations; PaDEP further stipulates and agrees that Solebury may raise these claims in its appeal of the Renewal Permit dated on or about December 21, 2007 issued to the New Hope Crushed Stone & Lime Co. ("NHCS" or "quarry"). ("2007 Permit Renewal").
3. Solebury stipulates and agrees that the PaDEP has fully preserved all rights and defenses that it possessed in the withdrawn appeals, including, but not limited to all defenses to

Solebury's claims under the Clean Streams Law, Clean Water Act and all other applicable laws and regulations; Solebury further stipulates and agrees that the PaDEP may raise these defenses in response to the appeal of the 2007 Permit Renewal.

4. The PaDEP agrees that it will substantively review the classification and aquatic health of the Primrose Creek and will examine possible mitigation alternatives where mining-related adverse impacts are identified. Prior to initiating the review, the PaDEP will meet with Solebury Township's professionals in order to get input on both the scope and focus of the review. Nothing in this paragraph, or in the Department's willingness to include this paragraph in this Stipulation, shall be construed to mean that the Department will make a decision of any kind. The Department agrees to use its good faith efforts in satisfying the provisions of this paragraph. It is agreed that this paragraph is the agreement of the Department to exercise its discretion and is not reviewable or otherwise admissible in any court or forum for any reason.

5. The PaDEP agrees that it will substantively review and reconsider all terms and conditions of the 2007 NPDES Permit issued to the New Hope Crushed Stone Company with the full participation of the Solebury and the Township's professionals. Nothing in this paragraph, or in the Department's willingness to include this paragraph in this Stipulation, shall be construed to mean that the Department will make a decision of any kind. The Department agrees to use its good faith efforts in satisfying the provisions of this paragraph. It is agreed that this paragraph is the agreement of the Department to exercise its discretion and is not reviewable or otherwise admissible in any court or forum for any reason.

6. The PaDEP agrees to consider sharing with Solebury the costs of the testing and analysis of the Primrose Creek.

7. The PaDEP agrees to participate in a public Township meeting to discuss with the Board of Supervisors and Township residents the NPDES Permit, the PaDEP's analysis of the

quarry's operations and other topics related to the PaDEP's monitoring of the quarry's operations.

8. The PaDEP agrees to use its best efforts to invite and include the Township to participate in future meetings and discussions with the quarry.

9. The PaDEP agrees to use its best efforts to forward to the Township the reports and quarry monitoring data and information respecting the quarry operations.

10. The PaDEP agrees to use its best efforts to invite the future participation of the Township's consultants in the inspections and monitoring of the areas affected by the quarry operations, including the Primrose Creek; the Township recognizes that it will not be permitted to participate in the inspections of the quarry facilities without the quarry's permission.

11. The PaDEP and Solebury stipulate and agree that nothing contained in this Stipulation shall constitute an admission by either party of wrongdoing.

12. The PaDEP and Solebury agree to bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter arising prior to the execution of this Stipulation.

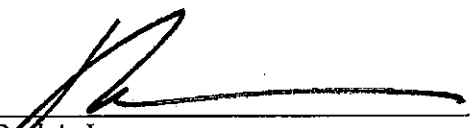
13. The parties do not authorize any other person to use the provisions of this Stipulation in any matter or proceeding.

14. No changes, additions, modifications or amendments of this Stipulation shall be effective unless they are set out in writing and signed by the parties hereto.

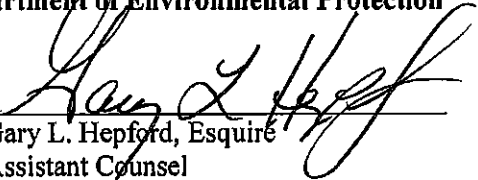
15. This Stipulation shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communication or prior draft shall be relevant or admissible for purposes of determining the meaning or extent of any provision contained herein in any litigation or other proceeding.

16. The PaDEP and Solebury represent and warrant that the individuals executing this Stipulation of Settlement have the authority to bind their respective principals.

**Solebury Township**

By:   
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Powell, Trachtman, Logan,  
Carrle & Lombardo, P.C.

**Commonwealth of Pennsylvania,  
Department of Environmental Protection**

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Dated: 1/15/08