SOLEBURY TOWNSHIP BOARD OF SUPERVISORS
April 3, 2018 – 7:00 P.M.

Solebury Township Hall

MINUTES

Attendance: Helen Tai, Chair, Mark Baum Baicker, Vice-Chair, Noel Barrett, Kevin Morrissey, Dennis H. Carney, Township Manager, and Catherine Cataldi, Secretary. Jordan Yeager, Solicitor was also in attendance
Absent: Robert McEwan

I. The meeting was called to order followed by the Pledge of Allegiance.

Audio recording device was then turned on.

II. Approval of Bills Payable – March 16, 2018 and March 29, 2018

Res. 2018-46 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Morrissey, the list of Bills Payable dated March 16, 2018, and March 29, 2018, were unanimously approved as prepared and posted.

III. Approval of Minutes – March 6, 2018

Res. 2018-47 – Upon a motion by Mr. Barrett, seconded by Mr. Baum Baicker, the Minutes of the March 6, 2018 meeting were unanimously approved.

IV. Announcements/Resignations/Appointments

- Executive Session
  The Board announced an executive session held on April 3, 2018, prior to the meeting, dealing with Land Preservation and Litigation related to pending Court matter.

V. Supervisors Comment – No Supervisor comment

VI. Public Comment

- Carol Kamin, resident, expressed concern regarding the health and safety of herself and a neighbor due to the hazard of the neighbor's property. Ms. Kamin asked the Board and Township for help in resolving the issue. Mr. Carney will work with the Zoning Officer on this issue.

VII. Presentations - No Presentations

VIII. Public Hearing – No public hearing took place

IX. Old Business

New Hope Crushed Stone
Mr. Morrissey provided the following update:

The Department of Environmental Protection (DEP) granted New Hope Crushed Stone (NHCS) a temporary increase in water pumping from the current maximum of five hundred thousand (500,000) gallons per day to two (2) million gallons per day. This is to lower the water level in the quarry to at most 40' from the current 35' below sea level (bsl). This is to enable NHCS to move reclamation equipment to another location. The DEP has informed the Township that the authorization does not allow NHCS to drop the water level in the pit more than 5' or to a depth of 40' bsl. It has been determined that 40' bsl is a reasonable water level to prevent flooding of the equipment while it is being relocated.

Currently, the DEP has received a copy of three (3) contractor quotes from NHCS to move the transformer/sub panel. No work on the move has begun at this time as the DEP still needs to agree on a place to move the equipment. In addition, the timetable associated with the move has not been finalized.

The Township has been assured that once the associated reclamation is completed on that segment of the quarry, the water pumping of five hundred thousand gallons per day will resume causing the rise of water to continue.

X. New Business

Fireworks Sale Ordinance – Authorization to send to the Solebury Township Planning Commission and the Bucks County Planning Commission

The proposed ordinance amends the Solebury Township Zoning Ordinance to provide for permanent sales of consumer fireworks in the TNC Zoning District, temporary sales of consumer fireworks in the TNC District, and for associated regulations governing these uses.

Barbara Zietchick, resident, inquired if the ordinance included site inspections. Mr. Yeager stated that yes the ordinance does include site inspections and the State has standards as well.

Res. 2018-48 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Barrett, it was unanimously agreed to authorize sending the Fireworks Sale Ordinance to the Solebury Township Planning Commission and the Bucks County Planning Commission.

Award Bid – Road Program

Solebury Township received numerous bids for the Road Program.

Res. 2018-49 – Upon a motion by Mr. Morrissey, seconded by Mr. Baum Baicker it was unanimously agreed to award the bid for crack sealing to Asphalt Maintenance Solutions LLC and to award the bid for the paving project, base bid and alternate # 2 to Haines Paving & Landscape Inc.

Award Bid – Highway Material

Bids for black top and miscellaneous stone and aggregate have been received by the Bucks County Consortium and reviewed by Solebury Township Administration.

Res. 2018-50 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Barrett, it was unanimously agreed to award the bid for No. 2A Stone Mix to Plumstead Materials; to award the bid for R-4 Stone to Eureka Stone Quarry, Inc.; and to award the bid for Super Pave 9.5 mm Wearing and Super Pave 19.00 mm Binder to Hanson Aggregated BMC Inc. as reflected in their respective bids submitted to the Bucks County Consortium.

Participant Continuing Disclosure Agreement – Del Val

The Participant Continuing Disclosure Agreement was executed by the Township of Solebury, Bucks County, Pennsylvania, in connection with the 2011 loan from the loan program of the Delaware Valley Regional Finance Authority. The Disclosure Agreement was amended to comply with the Internal Revenue Code and Regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

Res. 2018-51 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Morrissey, it was unanimously agreed to approve and sign the amended Participant Continuing Disclosure Agreement between Solebury Township and the Delaware Regional Finance Authority.

Aquetong Spring Park – Department of Conservation and Natural Resources (DCNR) Resolution

The DCNR grant application for the "Riparian Buffer Planting-Aquetong Spring Park" project included a resolution page. The proposed resolution authorizes Solebury Township Manager, Dennis H. Carney to sign the "Grant Agreement Signature Page" and sign any amendments to the Grant Agreement.

Res. 2018-52 – Upon a motion by Mr. Morrissey, seconded by Mr. Barrett, it was unanimously agreed to approve the Department of Conservation and Natural Resources Resolution for the Riparian Buffer Planting-Aquetong Spring Park grant application.

Land Preservation Committee – Harry Duce Property (6327 Greenhill Rd, TMP # 41-013-017-002) – Agreement of Sale for Conservation Easement.

The property is 16 acres located at 6327 Greenhill Road directly across from Rice's Market; current use is a horse farm, Zoning RA District 1 ½ acre buildable lot size. Harry Duce agreed to the Conservation Easement purchase price of $203,000.00 ($14,500.00 per acre) and signed the agreement of sale on March 28, 2018.

Res. 2018-53 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Barrett, it was unanimously agreed to authorize Helen Tai, Chair to sign the Agreement of Sale for Conservation Easement for the Property of Harry Duce (6327 Greenhill Road, TMP # 41-013-017-002).

PennEast Pipeline Resolution

The proposed resolution reiterates Solebury Township Board of Supervisors opposition to the PennEast Pipeline; stands in support with their Pennsylvania and New Jersey neighbors in opposing the taking of land by eminent domain; calls on the Delaware River Basin Commission to oppose the construction of the PennEast Pipeline; and urges Governor Wolf, Senators Casey and Toomey, Congressman Fitzpatrick, and representatives in the State House and Senate to take any and all appropriate action to oppose construction of the PennEast Pipeline.

Ed Leydon, resident, asked if the resolution is just a reaffirmation of the Township's continuance opposition or does it have any stronger connotation than that.

Mr. Yeager commented that the resolution calls for it to be forwarded to the Delaware Valley River Basin Commission and the various selected officials. It is part of the overall strategy.

Res. 2018-54 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Morrissey, it was unanimously agreed to authorize the resolution of the Solebury Township Board of Supervisors to continue its opposition to the PennEast Pipeline and support the efforts of Solebury's Pennsylvania and New Jersey neighbors.

XI. Subdivisions/Land Developments

XII. Public Comment

XIII. Adjournment

Res. 2018-55 –The meeting was adjourned at 7:30 p.m.

Respectfully submitted,
Catherine Cataldi
Secretary

TOWNSHIP OF SOLEBURY
Bucks County, Pennsylvania

PARTICIPANT CONTINUING DISCLOSURE AGREEMENT

This Participant Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the Township of Solebury, Bucks County, Pennsylvania (the "Participant"), in connection with one or more loans (each a "Loan") or guaranties of Loans (each a "Guaranty") from the loan program (the "Loan Program") of the Delaware Valley Regional Finance Authority ("DelVal"). This Disclosure Agreement amends and replaces any Continuing Disclosure Agreement executed by the Participant for a Loan or Guaranty prior to the date hereof.

As long as any obligation relating to a Loan or Guaranty remains outstanding, the Participant, intending to be legally bound, hereby agrees as follows:

Section 1. Definitions

In this Disclosure Agreement and any agreement supplemental hereto (except as otherwise expressly provided or unless the context clearly otherwise requires) terms used as defined terms in the recitals hereto shall have the same meanings throughout this Disclosure Agreement, and, in addition, the following terms shall have the meanings specified below.

"**Annual Financial Information**" shall mean (i) the annual audited financial statements of the Participant prepared according to accounting methods and procedures which conform to guidelines adopted by the Governmental Accounting Standards Board or (ii) if audited financial statements are not prepared, annual financial statements prepared in conformity with the accounting practices prescribed or permitted by the Pennsylvania Department of Community and Economic Development.

"**Bonds**" shall mean DelVal's Local Government Revenue Bonds for which DelVal has entered into a Continuing Disclosure Agreement.

"**Business Day**" shall mean any day other than a Saturday, Sunday or a day on which the Participant is authorized by law or executive order to remain closed.

"**Disclosure Agreement**" shall mean this agreement and all amendments and supplements hereto.

"**Disclosure Representative**" shall mean the chief executive officer or chief financial officer of the Participant or such other official or employee of the Participant as shall be designated in writing by the Participant to an Agent (as hereinafter defined).

"**Listed Event**" shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

"**Program Administrator**" shall mean the administrator of the DelVal Loan Program appointed by the DelVal Board of Directors.

"**Registered Owner or Owners**" shall mean the person or persons in whose name a Bond is registered on the books of DelVal kept by TD Bank, N.A., as trustee for that purpose in accordance with the Bonds. For so long as the Bonds shall be registered in the name of the Securities Depository or its nominee, the term Registered Owner or Owners shall also mean and include, for the purposes of this Disclosure Agreement, the beneficial owners of the Bonds who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise have or share: (a) voting power which includes the power to vote, or to direct the voting of, the Bonds; or (b) investment power which includes the power to dispose or to direct the disposition of a Bond.

"**Rule**" shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, as such Rule may be amended from time to time.

"**Securities Depository**" shall mean The Depository Trust Company, New York, New York, and its nominee, Cede & Co.

Section 2. Authorization and Purpose of Disclosure Agreement

This Disclosure Agreement is authorized to be executed and delivered by the Participant pursuant to a resolution or ordinance that authorized a Loan or Guaranty.

Section 3. Annual Financial Information

(a) By June 30 of each year following the close of each fiscal year of the Participant, commencing on June 30, 2018, with regard to the Participant's fiscal year ending December 31, 2017, the Participant shall file the Annual Financial Information for such fiscal year to the Program Administrator.

(b) If the Participant is unable to file its Annual Financial Information required by Section 3(a) above, it shall file a notice to the Program Administrator that it has failed to provide the Annual Financial Information as required by Section 3(a), it shall provide any available interim financial statements, and it shall provide its Annual Financial Information as soon as it becomes available.

Section 4. Listed Events

(a) The Participant agrees that it shall provide, in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event, to the Program Administrator, notice of any of the following Listed Events with respect to any Loan or Guaranty:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Loan or Guaranty, or other material events affecting the tax status of the Loan or Guaranty;

(7) modifications to the rights of DelVal, if material;

(8) Loan calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the Loan or Guaranty, if material;

(11) rating changes; and

(12) bankruptcy, insolvency, receivership or similar proceeding of the Participant.[1]

(13) the consummation of a merger, consolidation, or acquisition involving the Participant, the sale of all or substantially all of the assets of the Participant, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional Paying Agent, or the change of name of a Paying Agent, if material.

The fourteen (14) Listed Events listed in this Section 4(a) are quoted directly from the Rule. Items (a)(2), (a)(3), and (a)(4) above are not applicable on the date hereof.

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[1] This event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Whenever the Participant concludes that a Listed Event has occurred, it shall file in a timely manner not in excess of ten (10) Business Days after the occurrence of such event, a notice of such occurrence specifying the Listed Event to the Program Administrator.

(c) The Participant shall obtain a written acknowledgment of or a receipt (including an electronic receipt or confirmation) for any notice delivered to the Program Administrator, which shall specify, among other things, the date the notice was received. All such written acknowledgements or receipts of notice returned to the Participant shall be retained by the Participant until the termination of this Disclosure Agreement.

(d) The Participant agrees that it will also provide to the Program Administrator notice of any failure by the Participant to timely file the Annual Financial Information required by Section 3 hereof.

Section 5. Amendment; Waiver

(a) Notwithstanding any other provision of this Disclosure Agreement, the Participant may amend this Disclosure Agreement or waive any of the provisions hereof, provided that no such amendment or waiver shall be executed by the Participant or effective unless:

(i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in identity, nature or status of the Participant or the governmental operations conducted by the Participant;

(ii) the Disclosure Agreement, as amended by the amendment or waiver, would have been the written undertaking contemplated by the Rule at the time of origination of the Loan, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) the amendment or waiver does not materially impair the interests of DelVal or the Registered Owners of the Bonds.

(b) Evidence of compliance with the conditions set forth in clause (a) of this Section 5 shall be satisfied by the delivery to the Participant of an opinion of counsel having recognized experience and skill in the issuance of municipal securities and federal securities law, to the effect that the amendment or waiver satisfies the conditions set forth in clauses (a)(i), (ii), and (iii) of this Section 5.

(c) Notice of any amendment or waiver containing an explanation of the reasons therefor shall be prepared and filed by the Disclosure Representative, at the time of filing of the Annual Financial Information filed pursuant to Section 3 hereof.

Section 6. Other Information

Nothing in this Disclosure Agreement shall preclude the Participant from disseminating any other information with respect to the Participant, using the means of communication provided in this Disclosure Agreement or otherwise, in addition to the Annual Financial Information and

the notices of Listed Events specifically provided for herein, nor shall the Participant be relieved of complying with any applicable law relating to the availability and inspection of records, if any. Any election by the Participant to furnish any information not specifically provided for herein in any notice given pursuant to this Disclosure Agreement or by the means of communication provided for herein shall not be deemed to be an additional contractual undertaking and the Participant shall have no obligation to furnish such information in any subsequent notice or by the same means of communication.

Section 7. Default

(a) In the event that the Participant fails to comply with any provision of this Disclosure Agreement, DelVal or any Registered Owner of the Bonds shall have the right, by suit, action or proceeding at law or in equity, to compel the Participant to perform each and every term, provision and covenant contained in this Disclosure Agreement applicable to the Participant.

(b) A default under the Disclosure Agreement shall not be or be deemed to be a default under the Bonds or any indenture related thereto, the Loan or Guaranty and the sole remedy in the event of a failure by the Participant to comply with the provisions hereof shall be the action to compel performance described in clause (a) above.

Section 8. Concerning the Participant

The Participant may execute any powers hereunder and perform any duties required of it through attorneys, agents, and other experts, officers, or employees, selected by it, and the written advice of such counsel or other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

Section 9. Agent

(a) The Participant may appoint an entity to serve as disclosure agent (the "Agent") to assist the Participant in carrying out its obligations under this Disclosure Agreement. The Participant may discharge the Agent with or without appointing a successor Agent. The Agent shall not be responsible in any manner for the content of any notice or report prepared by the Participant pursuant to this Disclosure Agreement.

(b) The duties and obligations of the Agent shall be as set forth in an agreement between the parties.

Section 10. Term of Disclosure Agreement

This Disclosure Agreement shall terminate: (1) upon payment or provision for payment in full of all Loans or Guaranties; (2) upon repeal or rescission of Section (b)(5) of the Rule; or (3) upon a final determination that Section (b)(5) of the Rule is invalid or unenforceable.

Section 16. Headings for Convenience Only

The descriptive headings in this Disclosure Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 17. Counterparts

The Disclosure Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, we, the undersigned Authorized Officers, have hereunto set our signatures and affixed hereto the Seal of the TOWNSHIP OF SOLEBURY, Bucks County, Pennsylvania, and have executed this Continuing Disclosure Agreement.

Dated: April 3, 2018

HELEN TAI
Chair, Board of Supervisors

[Seal]

ATTEST:

CATHERINE CATALDI
Secretary

IN WITNESS WHEREOF, CALHOUN BAKER INC., the Program Administrator hereby acknowledges and agrees to the terms of this Continuing Disclosure Agreement.

Dated: April 3, 2018

CALHOUN BAKER INC.
Program Administrator
Delaware Valley Regional Finance Authority

pennsylvania DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES	RESOLUTION PAGE	Commonwealth of Pennsylvania www.dcnr.state.pa.us/grants
DCNR-2018-C2P2-19	Applicant Information (* indicates required information)	
Applicant/Grantee Legal Name: **SOLEBURY TOWNSHIP**		Web Application ID: **2000349**
Project Title: **Riparian Buffer Planting - Aquetong Springs Park**		

WHEREAS, **SOLEBURY TOWNSHIP** ("Applicant") desires to undertake the project, **"Riparian Buffer Planting - Aquetong Springs Park"** ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled **"Grant Agreement Signature Page"**; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The **"Grant Agreement Signature Page"** may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of **"Township Manager"**.
2. If this Official signed the **"Grant Agreement Signature Page"** prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the **"Grant Agreement Signature Page"**, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the **"TITLE"** specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Solebury Township Board of Supervisors

(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 3rd day of April, 2018.

Catherine Cataldi

Secretary (Signature of the Secretary of the governing body)

SOLEBURY TOWNSHIP

Bucks County, Pennsylvania

RESOLUTION NO. 2018-54

A RESOLUTION OF THE SOLEBURY TOWNSHIP BOARD OF SUPERVISORS TO CONTINUE ITS OPPOSITION TO THE PENNEAST PIPELINE AND SUPPORT THE EFFORTS OF OUR PENNSYLVANIA AND NEW JERSEY NEIGHBORS

WHEREAS, in 2015, the Solebury Township Board of Supervisors passed a Resolution opposing construction of the PennEast Pipeline through Luzerne, Carbon, Northampton, and Bucks counties in Pennsylvania and Hunterdon and Mercer counties in New Jersey; and

WHEREAS, the great majority of the proposed pipeline will fall within the Delaware River watershed and cross the Delaware, Susquehanna, and Lehigh rivers and thereby create a substantial threat to animal habitats, forests, wetlands, and clean water supplies; and

WHEREAS, there are already in existence sufficient gas pipelines in the same general geographical areas; and

WHEREAS, the Federal Energy Regulatory Commission has issued a "certificate of public convenience and necessity" to Penn East in connection with the proposed pipeline and PennEast has initiated numerous eminent domain proceedings against landowners in Pennsylvania and New Jersey who have refused to voluntarily turn over their lands to PennEast;

NOW, THEREFORE, BE IT RESOLVED by the Solebury Township Board of Supervisors, that Solebury Township:

Reiterates its opposition to the PennEast Pipeline as unnecessary and as a substantial threat to our environment;

Stands in support with our Pennsylania and New Jersey neighbors in opposing the taking of their lands by eminent domain;

Calls on the Delaware River Basin Commission to oppose the construction of the PennEast Pipeline;

Urges Governor Wolf, Senators Casey and Toomey, Congressman Fitzpatrick, and our representatives in the State House and Senate to take any and all appropriate action to oppose construction of the PennEast Pipeline.

RESOLVED and ENACTED this 3rd Day of April, 2018

Solebury Township Board of Supervisors, by:

Helen Tai, Chair

Mark Baum Baicker, Vice-Chair

Kevin Morrissey, Member

Noel Barrett, Member

Attest:

Dennis Carney, Township Manager

Robert McEwan, Member