

SOLEBURY TOWNSHIP BOARD OF SUPERVISORS

July 20, 2021 – 6:00 P.M.

Solebury Township Hall

MEETING MINUTES

Attendance: Mark Baum Baicker, Chair, Kevin Morrissey, Vice-Chair, Noel Barrett, John S. Francis, Robert McEwan, Dennis H. Carney, Township Manager, Michele Blood, Assistant Manager, and Catherine Cataldi, Secretary. Mark L. Freed, Township Solicitor was also in attendance.

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

The recording device was then turned on.

II. Approval of Bills Payable – July 1, 2021 and July 15, 2021

Res. 2021-81 – Upon a motion by Mr. Barrett, seconded by Mr. McEwan, the list of Bills Payable dated July 1, 2021 and July 15, 2021 were unanimously approved as prepared and posted.

III. Approval of Meeting Minutes – June 15, 2021 Virtual Meeting

Res. 2021-82– Upon a motion by Mr. Francis, seconded by Mr. Morrissey, the Minutes of the June 15, 2021 Virtual Meeting were unanimously approved as prepared and posted.

IV. Announcements/Resignations/Appointments

- Conditional Use Application – Samantha Cook (6214 Sawmill Road, TMP # 41-002-093-003) – Withdrawal
Mr. Baum Baicker announced the withdrawal of the Samantha Cook Conditional Use application.

V. Supervisors Comment

- Mr. Baum Baicker commented on the 2019 motion made by the Board of Supervisors that authorized the solicitor to draft an ordinance to regulate single use plastics within Solebury Township. Subsequent to that the Pennsylvania Legislation enacted a moratorium which expired June 30, 2021. The Township Solicitor is to proceed with the drafting an ordinance.
- Mr. McEwan commented on one of the BOS' 2021 priorities to continue to stress the Township's Land Preservation Program. The Board concluded the need to review the current objectives and strategies of the program, the money spent to date and the money available from the voter approved 2019 bond referendum. This will be a longer-term effort and no doubt conclude with a program that will fit into the eventual Comprehensive Plan update scheduled for 2024.

VI. Public Comment

- Ed McGahan, resident, expressed concern regarding the Open Space purchase on US 202.

VII. Presentation

- Solebury Township Police Department – Commendations

Chief Dominick Bellizzie presented commendations to Officers Gina Ferzetti, Sean Murrin and Kevin O'Keefe for their quick reaction, positive decision and demeanor during an incident in April 2021.

VIII. Public Hearing

Stormwater Agreement Ordinance Amendment – Authorization to Adopt

The proposed ordinance (copy of which is attached) amends Chapter 23 (STORMWATER MANAGEMENT) to codify updates to the Standard Stormwater Facilities Maintenance and Monitoring Agreement.

Res.2021-83 – Upon a motion by Mr. Baum Baicker, seconded by Mr. McEwan, it was unanimously agreed to adopt the Stormwater Agreement Ordinance Amendment.

Brake Retarder Prohibition Ordinance – Authorization to Adopt

The proposed ordinance (copy of which is attached) amends Chapter 15 (MOTOR VEHICLES AND TRAFFIC) to implement the prohibition on using engine brake retarders along a portion of Aquetong Road (SR 1003) between Saw Mill Road to Carversville Road.

Res.2021-84 – Upon a motion by Mr. McEwan, seconded by Mr. Barrett, it was unanimously agreed to adopt the Brake Retarder Prohibition Ordinance.

IX. New Business

Resolution to Authorize Dennis H. Carney and Michele Blood to Execute all Multimodal Transportation Fund Grant Documents

The resolution (copy of which is attached) grants authority to Dennis H. Carney and Michele Blood to execute documents associated with the 2021 Department of Community and Economic Development (DCED)/ Commonwealth Financing Authority (CFA) Multimodal Transportation Fund Program Grant to be used for the Solebury Gateway Trail – Sугan Road to Kitchens Lane.

Res. 2021-85 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Francis, it was unanimously agreed to approve the resolution to authorize Dennis H. Carney, Township Manager and Michele Blood, Township Assistant Manager to execute all documents between the Board of Supervisors and the Commonwealth Financing Authority regarding the Multimodal Transportation Fund Program Grant to be used for the Solebury Gateway Trail – Sугan Road to Kitchens Lane.

Authorization to File Suit and any Other Required Legal Actions

Res.2021-86 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Morrissey, it was unanimously agreed to authorize the Township Solicitor to file suit and to take any other required legal actions against Elk Creek Three, LLC (3220 Windy Bush Road, TMP # 41-036-002)

Manager's Contract

Res.2021-87 – Upon a motion by Mr. Morrissey, seconded by Mr. McEwan, it was unanimously agreed to authorize the Chair and Vice-Chair to execute the amendment to the Manager's Contract, extending the employment term by one (1) year.

Approval of the Library Trustee Agreement

Res.2021-88 – Upon a motion by Mr. McEwan, seconded by Mr. Morrissey, it was unanimously agreed to approve the Library Trustee Agreement (copy of which is attached).

X. Public Comment

- John DeAndrea, resident, questioned the intent of the Single Use Plastic agreement and if a draft was available. Mr. Freed advised that the final model has not been determined.
- Mr. DeAndrea asked about the length and material of the Solebury Gateway Trail. This part of the trail is to be stone and is to extend from Sugas Road to Kitchens Lane.
- Edward McGahan, resident, questioned if the May Library presentation was available to the public as he was unable to find it on the website. A copy of the presentation is attached to the May meeting minutes. Staff is to send to Mr. McGahan.
- Mr. McGahan questioned if the Township is looking at the long-term expenses associated to Aquetong Spring Park.
- Mr. McGahan commended the Board and Township Staff.

XI. Adjournment

The meeting was adjourned at 6:45 p.m.

Respectfully submitted,
Catherine Cataldi
Secretary

ORDINANCE NO. 2021-005

**AN ORDINANCE OF THE TOWNSHIP OF SOLEBURY,
BUCKS COUNTY, PENNSYLVANIA, AMENDING
CHAPTER 23 (STORMWATER MANAGEMENT)**

WHEREAS, the Township is empowered to regulate land use activities that affect runoff by the authority of the Act of October 4, 1978, (P.L. 864, Act 167), as amended, known as the "Stormwater Management Act", and by the authority of Act of July 13, 1968 (P.L. 805, No. 247), as amended, known as the "Pennsylvania Municipalities Planning Code";

WHEREAS, Section 1601 of the Second Class Township Code provides that the Board of Supervisors may adopt Ordinances in which general or specific powers of the Township may be exercised, and, by the enactment of subsequent Ordinances, the Board of Supervisors may amend, repeal, or revise existing Ordinances (53 P.S. § 66601);

WHEREAS, the proposed amendments are geared toward fulfilling the Township's obligations under Article I, Section 27 of the Pennsylvania Constitution, and of protecting the public health, safety, and welfare of Township citizens;

WHEREAS, the proposed amendment is intended to codify updates to the Standard Stormwater Facilities Maintenance and Monitoring Agreement with the Standard Stormwater Facilities Maintenance and Monitoring Agreement; and

WHEREAS, the proposed amendments have been advertised, considered, and reviewed in accordance with Municipalities Planning Code Section 609 (53 P.S. § 10609);

NOW THEREFORE, in consideration of the foregoing, be it **ENACTED** and **ORDAINED** by the Board of Supervisors of Solebury Township, Bucks County, Pennsylvania, as follows:

- I. CHAPTER 23** of the Township Code of Ordinances is hereby **AMENDED** as follows:
 - A. AMEND** Appendix 23-M to **REPLACE** the Standard Stormwater Facilities Maintenance and Monitoring Agreement with the Standard Stormwater Facilities Maintenance and Monitoring Agreement attached hereto.

II. Partial Repealer

All other provisions of the Ordinances of Solebury Township, as amended, shall remain in full force and effect. All other Ordinances or provisions of the Ordinance inconsistent herewith or in conflict with any of the terms hereof are, to the extent of said inconsistencies or conflicts, hereby specifically repealed.

III. Severability

The provisions of this Ordinance are severable. If any section, clause, sentence, part or provision thereof shall be held illegal, invalid, or unconstitutional by a court of competent jurisdiction, such decision of the court shall not affect or impair any of the remaining sections, clauses, sentences, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board of Supervisors that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional section, clause, sentence or part of a provision had not been included herein.

IV. Effective Date

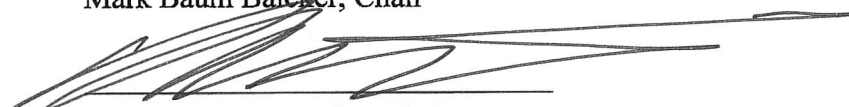
All provisions of this Ordinance shall be in full force and effect five (5) days after the approval and adoption.

ORDAINED AND ENACTED this 20th day of July, 2021.

BOARD OF SUPERVISORS OF SOLEBURY
TOWNSHIP, BUCKS COUNTY,
PENNSYLVANIA



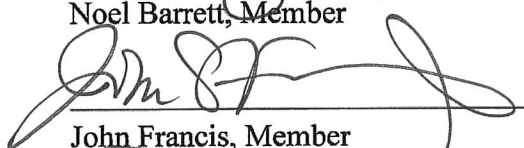
Mark Baum Baicker, Chair




Kevin Morrissey, Vice-Chair



Noel Barrett, Member




John Francis, Member



Robert A. McEwan, Member

Attest:



Catherine Cataldi, Township Secretary

ATTACHMENT A

Appendix 23-M

**STANDARD STORMWATER FACILITIES MAINTENANCE AND
MONITORING AGREEMENT**

Prepared by and Return to:

CPN No.

----- above this line for official use only-----

**STORMWATER FACILITIES
MAINTENANCE AND MONITORING AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 202__, by and between _____ with a mailing address of _____ (“Landowner”), and **SOLEBURY TOWNSHIP**, Bucks County, a political subdivision of the Commonwealth of Pennsylvania with an address of 3092 Sujan Road, P.O. Box 139, Solebury, Pennsylvania 18963 (“Township”);

w i t n e s s e t h :

WHEREAS, Landowner is the legal and equitable owner of certain real property located in Solebury Township, Bucks County, Pennsylvania, _____, identified as Bucks County Tax Parcel No. _____ (the “Property”);

WHEREAS, Landowner is proceeding to _____, along with miscellaneous erosion and sedimentation control measures;

WHEREAS, the plans and reports identified on **Exhibit A** hereto (collectively, the “Plan”), as approved or to be approved by the Township and as may be subsequently amended at the request or with the approval of the Township, provide for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs);

WHEREAS, Township’s Engineer issued a review letter dated _____ providing that Landowner must comply with certain requirements, including entering into this Agreement;

WHEREAS, the Township and Landowner agree that the health, safety, and welfare of the residents of the Township require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the Township requires, through the implementation of the Plan that stormwater management BMP facilities as required by the Plan and Solebury Township Stormwater Management Ordinance be constructed and adequately operated and maintained by Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, and intending to be legally bound, the parties hereto agree as follows:

1. The Stormwater Management/BMP facilities, and all related appurtenances, as shown on the Plan (the "Stormwater Management/BMP Facilities"), shall be constructed by Landowner in accordance with the terms, conditions and specifications identified in the Plan, all applicable Township ordinances, Township letters and comments _____, all easements and deed restrictions, all representations made by Landowner in permit application materials or communications with the Township, Township approvals, stipulations, regulations, resolutions, agreements, requirements and specifications. The Stormwater Management/BMP Facilities are a permanent part of the development and shall not be removed, altered or modified by Landowner.
2. The Property is required to have stormwater facilities. The building plans submitted to the Township shall depict the location of the Stormwater Management/BMP Facilities. The Township may withhold a certificate of occupancy for any building if the Stormwater Management/BMP Facilities have not been constructed in compliance with the Plan.
3. Landowner, therefore, hereby declares that the Property shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the terms of this Agreement which shall run with the land and shall be binding on the Property and all parties having or acquiring any right, title or interest therein, or any part thereof and their successors and assigns. Landowner shall be responsible for the proper maintenance and repair of the Stormwater Management/BMP Facilities.
4. Landowner shall operate and maintain the Stormwater Management/BMP Facilities in good working condition, free of obstruction, debris, deterioration and the like, acceptable to the Township so that they are performing their design functions. Landowner shall comply with the specific operation and maintenance requirements noted on the Plan.
5. Landowner shall inspect the Stormwater Management/BMP Facilities two (2) times a year – once in the spring and once in the fall – and after every major storm to ensure the Stormwater Management/BMP Facilities are operating properly and in accordance with the terms of this Agreement. Landowner shall maintain written records of all such inspection, along with any repairs and other corrective actions; and shall submit such records to Solebury Township upon request.
6. Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property at reasonable times, such as following a storm of the intensity for which the Stormwater Management/BMP Facilities were designed to control, and to inspect the Stormwater Management/BMP Facilities whenever the Township deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the Stormwater Management/BMP Facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When

inspections are conducted, the Township shall give Landowner copies of the inspection report with findings and evaluations. Maintenance inspections may be performed in accordance with the following schedule, or upon such other schedule as the Township determines to be appropriate:

- Twelve (12) months after completion of the Stormwater Management/BMP Facilities and acceptance by the Township,
- At least once every three (3) years thereafter, and
- During or immediately upon the cessation of a 100-year or greater precipitation event.

All reasonable costs for said inspections shall be borne by Landowner and payable to the Township.

7. By this document Landowner conveys to the Township an easement and/or rights-of-way in perpetuity that run with the land to ensure access for periodic inspections by the Township and maintenance, if required.
8. In the event Landowner fails to maintain the Stormwater Management/BMP Facilities in good working condition acceptable to the Township, the Township may enter upon the property and take such necessary and prudent action to maintain the Stormwater Management/BMP Facilities and to charge the costs of the maintenance and/or repairs to Landowner. This provision shall not be construed as to allow the Township to erect any structure of a permanent nature on the Property, outside of any easement belonging to the Township. It is expressly understood and agreed that the Township is under no obligation to maintain or repair the Stormwater Management/BMP Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
9. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of Landowner's failure to perform such work, Landowner shall reimburse the Township upon demand, within 30 days of receipt of invoice thereof, for all costs incurred by the Township hereunder. If not paid within said 30-day period, the Township may enter a lien against the property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under the provisions of the Second Class Township Code.
10. The intent and purpose of this Agreement is to ensure the proper maintenance of the Stormwater Management/BMP Facilities by Landowner. This Agreement shall not be deemed to create or effect any additional liability on any party for damage alleged to result from or caused by stormwater runoff.
11. Landowner shall hold harmless, release and indemnify the Township's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the Stormwater Management/BMP Facilities by Landowner or Township. In the event that a claim is asserted against the

Township, its designated representatives or employees, the Township shall promptly notify Landowner and Landowner shall defend, at Landowner's own expense, any suit based on the claim. If any judgment or claims against the Township or its employees or designated representatives shall be allowed, Landowner shall pay all costs and expenses regarding said judgment or claim.

12. In the advent of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property, if Landowner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if needed, when the health, safety or welfare of the citizens is at jeopardy. However, the Township shall notify Landowner of any inspection, maintenance, or repair undertaken within five days of the activity. Landowner shall reimburse the Township for its costs.
13. For the purposes of this Agreement, "Best Management Practice" shall mean activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Management Ordinance, including, but not limited to, infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters, and detention basins.
14. For purposes of this Agreement, any reference to "Landowner" shall include Landowner's personal representatives, heirs, assigns, transferees and any other successors in interest, and shall specifically include all future owners of the Property.
15. This Agreement shall be recorded among the land records of Bucks County, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on Landowner and Landowner's agents, personal representatives, heirs, assigns, transferees and any other successors in interests, in perpetuity.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hand and seal on the day and year first written above:

For the Township:

SOLEBURY TOWNSHIP

ATTEST:

By: _____

By: _____

For Landowner:

WITNESS:

COMMONWEALTH OF PENNSYLVANIA :
:ss
COUNTY OF _____ :

This record was acknowledged before me on _____, 202__ by _____,
as the Township Manager, who represents that s/he is authorized to act on behalf of **SOLEBURY
TOWNSHIP**.

Notary Public

My commission expires: _____

COMMONWEALTH OF PENNSYLVANIA :
:ss
COUNTY OF BUCKS :

This record was acknowledged before me on _____, 202__ by _____

Notary Public

My commission expires: _____

EXHIBIT "A"
Plans and Reports

ORDINANCE NO. 2021-006

**AN ORDINANCE OF THE TOWNSHIP OF SOLEBURY,
BUCKS COUNTY, PENNSYLVANIA, AMENDING
CHAPTER 15 (MOTOR VEHICLES AND TRAFFIC)**

WHEREAS, the Act of June 17, 1976 (P.L. 162 No. 81), as amended, known as the “Pennsylvania Motor Vehicle Code”, authorizes local authorities to exercise the powers granted therein by duly enacted ordinances of their governing bodies;

WHEREAS, Section 1601 of the Second Class Township Code provides that the Board of Supervisors may adopt Ordinances in which general or specific powers of the Township may be exercised, and, by the enactment of subsequent Ordinances, the Board of Supervisors may amend, repeal, or revise existing Ordinances (53 P.S. § 66601);

WHEREAS, the proposed amendments are geared toward fulfilling the Township’s obligations under Article I, Section 27 of the Pennsylvania Constitution, and of protecting the public health, safety, and welfare of Township citizens;

WHEREAS, on or about May 20, 2021 and following an on-site survey, the Pennsylvania Department of Transportation recommended the installation of signage prohibiting the use of engine brake retarders along a portion of Aquetong Road (SR 1003) between Saw Mill Road to Carversville Road;

WHEREAS, the proposed amendments are geared toward implementing the prohibition on using engine brake retarders along a portion of Aquetong Road (SR 1003) between Saw Mill Road to Carversville Road; and

WHEREAS, the proposed amendments have been advertised, considered, and reviewed in accordance with Municipalities Planning Code Section 609 (53 P.S. § 10609);

NOW THEREFORE, in consideration of the foregoing, be it **ENACTED** and **ORDAINED** by the Board of Supervisors of Solebury Township, Bucks County, Pennsylvania, as follows:

I. CHAPTER 15 of the Township Code of Ordinances is hereby **AMENDED** as follows:

A. AMEND Section 15-314.1 to **ADD** the following:

Street	Between	Direction of Travel
Aquetong Road (SR 1003)	Beginning 90 feet west of Saw Mill Road and ending 90 feet east of Carversville Road	Westbound

Aquetong Road (SR 1003)

Beginning 90 feet east of
Carversville Road and
ending 60 feet west of
Saw Mill Road

Eastbound

II. Partial Repealer

All other provisions of the Ordinances of Solebury Township, as amended, shall remain in full force and effect. All other Ordinances or provisions of the Ordinance inconsistent herewith or in conflict with any of the terms hereof are, to the extent of said inconsistencies or conflicts, hereby specifically repealed.

III. Severability

The provisions of this Ordinance are severable. If any section, clause, sentence, part or provision thereof shall be held illegal, invalid, or unconstitutional by a court of competent jurisdiction, such decision of the court shall not affect or impair any of the remaining sections, clauses, sentences, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board of Supervisors that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional section, clause, sentence or part of a provision had not been included herein.

IV. Effective Date

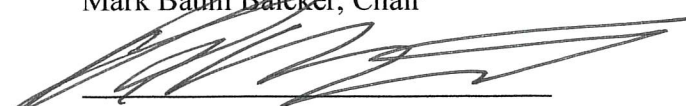
All provisions of this Ordinance shall be in full force and effect five (5) days after the approval and adoption.

ORDAINED AND ENACTED this 20th day of July, 2021.

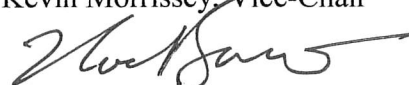
BOARD OF SUPERVISORS OF SOLEBURY
TOWNSHIP, BUCKS COUNTY,
PENNSYLVANIA



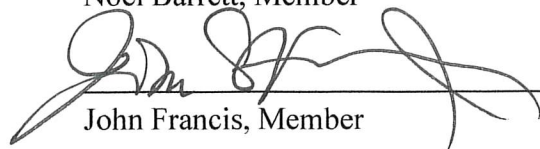
Mark Baum Baicker, Chair



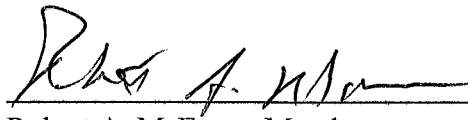
Kevin Morrissey, Vice-Chair



Noel Barrett, Member




John Francis, Member



Robert A. McEwan

Robert A. McEwan, Member

Attest:



Catherine Cataldi

Catherine Cataldi, Township Secretary

Resolution # 2021-85

Be it RESOLVED, that the Solebury Township of Bucks County hereby request a Multimodal Transportation Fund grant of \$713,101.00 from the Commonwealth Financing Authority to be used for Solebury Gateway Trail – Sугan Rd to Kitchens Ln.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Dennis Carney, Township Manager and Michele Blood, Assistant Township Manager as the officials to execute all documents and agreements between the Solebury Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Catherine Cataldi, duly qualified Secretary of the Solebury Township, Bucks County, Solebury, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Solebury Township Board of Supervisors at a regular meeting held July 20, 2021 and said Resolution has been recorded in the Minutes of the Solebury Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Solebury Township this twentieth day of July, 2021.

Solebury Township

Name of Applicant

Bucks County

County

Catherine Cataldi

Secretary

AGREEMENT BETWEEN SOLEBURY TOWNSHIP AND THE FREE LIBRARY OF NEW HOPE
AND SOLEBURY REGARDING PROCEDURE FOR SOLEBURY TOWNSHIP BOARD OF
SUPERVISORS TO APPOINT LIBRARY TRUSTEES

This Agreement is made this 20th day of July, 2021 ("Effective Date") by and between SOLEBURY TOWNSHIP, 3092 Sagan Road, Solebury Township, PA 18963 ("Township") and the FREE LIBRARY OF NEW HOPE AND SOLEBURY, 93 W. Ferry Street, New Hope, PA 18938 ("Library").

WHEREAS, the Township is a Second Class Township organized and existing under the Second Class Township Code, Act of May 1, 1933, P.L. 103, No. 69, as reenacted and amended;

WHEREAS, the Library is a corporation organized and existing under the Public Library Code, act of Nov. 1, 2012, P.L. 1683, No. 210 Cl. 24, and located in the Borough of New Hope Pennsylvania;

WHEREAS, the Library provides services to the people of the Township, New Hope Borough, and other municipalities that wish to become affiliated with the Library;

WHEREAS, the Township funds an important percentage of the Library's operating expenses, and the two entities have agreed that a written agreement is needed to clarify and specify certain roles and responsibilities of each party;

WHEREAS, Pennsylvania State statute title 24, Part VI, Section 9318 "Local Library Governance," specifies a number of governance roles, responsibilities, fund management criteria and reporting criteria which the Township and the Library desire to follow;

WHEREAS, pursuant to the Library's Bylaws and Section 9318(a)(3) of the Public Library Code, the Township may appoint two Library Board of Trustees members;

NOW THEREFORE the Township and the Library do hereby agree to the following procedure for the Township to appoint two Library Board of Trustees Members:

The Library Board of Trustees shall recommend to the Township Board of Supervisors candidates that the Township Board of Supervisors may appoint to the Library Board of Trustees. The Township Board of Supervisors is responsible for approving these candidates within a reasonable time.

PROCEDURE for APPOINTING LIBRARY BOARD MEMBERS

Library Trustee job responsibilities:

It is recognized by the Township that the Library Board of Trustees is a "working board," and both parties agree that the primary priorities of all Library Trustee's is to promote and support the mission of the Library, serve on or chair one of the Library Board committees, abide by the Library's Bylaws, and participate in Library fund raising activities. (See Library Trustee Commitment Letter**)

The two Library Trustees appointed by the Township must reside in Solebury Township. Their calendar terms should be listed with the final date for renewal or new appointments clearly noted.

For regular turnover at the expiration of a Library Trustee's term:
3 months before the expiration of the second consecutive term of a Library Trustee that was appointed by the Township Board of Supervisors, or whose seat is otherwise to be filled with a Township Board of Supervisors appointee, or in the case of a Trustee appointed by the Township Board of Supervisors to complete the term of another Trustee, 3 months before the expiration of term which the Trustee was appointed to complete, the Library Board of Trustees will inform the Township Manager and Township Secretary of the impending expiration. The Township and the Library will call for volunteers on their respective web sites.

The Library Board President, or representative, will advise the Township Board of Supervisors of the skill set(s)* being sought for the specific upcoming vacancy.

Qualified candidates will be interviewed by the Library Board of Trustees, which will select a final candidate. For each expected vacancy of a Library Trustee to be appointed by the Township Board of Supervisors, the Library Board president will inform the Township Board of Supervisors which candidate the Library Trustees believe is most able to serve the Library's mission. The Township Board of Supervisors, at its discretion, may interview or dialogue with the final candidate before approving the appointment. In the event that the candidate selected by the Library Board of Trustees is not acceptable to the Township Board of Supervisors, and after dialogue between the Boards, new candidates can be called for by either party and the process begun again until a final selection is made.

For resigning Library Trustee turnover:

As soon as a Library Trustee that was appointed by the Township, or whose seat is otherwise to be filled by a Township Board of Supervisors appointee, signals their resignation, the Library Board will inform the Township Manager and Township Secretary. The same system for choosing and interviewing candidates in the event of regular Library Trustee turnover will then be followed.

The Township Board of Supervisors will make the Library Trustee appointment at a public Township Board of Supervisors meeting.

This Agreement may be executed in duplicate counterparts, each of which shall constitute an original but when taken together shall constitute a single contract. Execution shall be deemed to include electronic signatures which shall be of the same legal effect, validity or enforceability as a manually executed signature. This Agreement is intended by the parties as a final expression and a complete and exclusive statement of the understanding of the parties hereto. No course of prior dealing between the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used to supplement or modify any term or to indicate any condition to the effectiveness of this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania as if drafted equally by all of the parties hereto. This Agreement may not be amended or in any manner modified except in writing signing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOR SOLEBURY TOWNSHIP

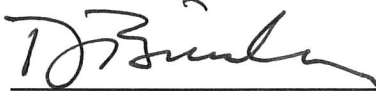
By:



Mark Baum Baicker
Chairman, Board of Supervisors

FOR THE FREE LIBRARY OF NEW HOPE & SOLEBURY

By:



Doug Brindley
President, Board of Trustees

* Skill sets needed for optimum functioning of the Library Board
Fund raising - Development Marketing - Communication
Finance Leadership
Education Governance - Legal

** Attachments:
Library Trustee Commitment Letter.

Free Library of New Hope & Solebury

Trustee Annual Commitment Letter

I, _____, understand that as a member of the Board of Trustees (the “Board”) of the Free Library of New Hope and Solebury (the “Library”), I have a legal and ethical responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.

I understand that as part of my responsibilities as a trustee:

1. I will actively assist the Board in securing adequate funding for the Library's future.
2. I will convey the Library's work and values to the community, as well as represent and act as an advocate for the Library.
3. I will never exercise authority as a trustee except when acting in a meeting with the full Board or as a delegate by the Board.
4. I will make a personal financial contribution annually at a level that is meaningful to me and participate in fund development activities.
5. I regularly will attend monthly meetings of the Board, and, in accordance with the Library's bylaws, I will not be absent from three consecutive monthly meetings. Furthermore, I will make a personal contribution of time and effort, and I will actively participate in committee work or comparable endeavors which demonstrate a high level of commitment to the Library and are aligned with the mission of the Library and the objectives of the Board.
6. I will act in the best interest of the Library and recuse myself from discussions and votes where I have, or a family member has, a conflict of interest.
7. I will keep confidential matters confidential.
8. I will stay informed about what is going on in the Library and take responsibility for making decisions on issues, policies and trustees.

9. I will recognize the role of the Board as a governing body and not a management body, and I will work in good faith with the Library director.
10. I will protect community members' freedom to read, view and listen, which might mean setting aside my personal preferences.

If I do not fulfill these commitments, I expect the Board president or his/her delegate to take appropriate action.

In turn, the Library will:

1. provide me with the minutes, the Library director's report and monthly financial statements so that I can meet the "Prudent Person" standards of the law,
2. work in good faith with me toward achievement of our goals,
3. offer me professional development as a trustee, and
4. keep the lines of communication open so that I may stay informed.

The Library has provided me with an orientation with the Library director and the Board president (or his/her delegate) to explain to me the history, mission, values, programs, pressing issues, finances, facilities, bylaws, organizational chart, committees, and key staff members, and I understand my rights and responsibilities under the Library's bylaws and the law of the Commonwealth of Pennsylvania.

Trustee _____

Date _____

Board President _____

Date _____