

**SOLEBURY TOWNSHIP BOARD OF SUPERVISORS**

August 17, 2021 – 6:00 P.M.

**Solebury Township Hall**

**MEETING MINUTES**

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

Absent: Robert McEwan

The recording device was turned on.

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

**II. Approval of Bills Payable – July 29, 2021 and August 12, 2021**

**Res. 2021-89 – Upon a motion by Mr. Morrissey, seconded by Mr. Francis, the list of Bills Payable dated July 29, 2021 and August 12, 2021 were unanimously approved as prepared and posted.**

**III. Approval of Meeting Minutes – July 15, 2021**

**Res. 2021-90 – Upon a motion by Mr. Francis, seconded by Mr. Morrissey, the Minutes of the July 15, 2021 Meeting were unanimously approved as prepared and posted.**

**IV. Announcements/Resignations/Appointments**

- Executive Session

The Board announced the Executive Session held June 9, 2021, dealing with Land Preservation and Legal Issues; the Executive Session held June 22, 2021, dealing with Legal Issues, Zoning and Personnel; the Executive Session held July 13, 2021, dealing with Zoning; the Executive Session held August 5, 2021, dealing with Land Preservation and Zoning; and the Executive Session held August 12, 2021, dealing with Legal Issues.

- Resignation of Josh Perlsweig from the Solebury Township Farm Committee

Mr. Baum Baicker announced the Resignation of Josh Perlsweig from the Solebury Township Farm Committee. The Board thanked Mr. Perlsweig for his service.

**Res. 2021-91 – Upon a motion by Mr. Francis, seconded by Mr. Morrissey, the resignation of Josh Perlsweig from the Solebury Township Farm Committee was unanimously accepted.**

**V. Supervisors Comment**

- Mr. Baum Baicker congratulated the three (3) Officers that received commendations at the July Board of Supervisors meeting. Mr. Baum Baicker expressed the importance of police training.
- Mr. Baum Baicker made a statement regarding the current COVID-19 epidemic and the effects it has had on the Solebury Township Committees and Boards from meetings. The Board of Supervisors will continue to monitor the epidemic and update meeting protocols as deemed necessary for the safety of the community.

## VI. Public Comment

- Frank McCarren, non-resident, commented on the adverse effects chip sealing has for bicyclists on some Township roads.
- Hanna Howe, resident, commented on land preservation and expressed gratitude for the preservation of Solebury Township.

## VII. Public Hearing

### Conditional Use Application – Todd E. Molgat (2775 River Road, TMP# 41-028-050-002)

The public hearing was opened by Mark Freed, Township Solicitor. A court stenographer was present to record the testimony.

The applicant, Todd E. Molgat was present. Mr. Molgat was represented by John A. VanLuvanee, Council.

Residents, Helen Tai and Chris Probert were granted party status.

Following an overview of the project, testimony, conversation between the Board and applicant, and public comments the hearing was closed.

The Board of Supervisors have 45 days to prepare written decision. Conditional use decision to be announced at the September 21, 2021 Board of Supervisors meeting.

## VIII. New Business

### Mutual Aid Agreement

The proposed (copy of which is attached) is a mutual aid agreement among 23 municipalities for the purpose of mutual police and emergency protection. The municipalities have formed a Special Response Team, hereby known as the “Central Bucks Special Response Team” or “CBSRT”, or “task force” whose principal purpose and primary purpose is to provide a trained, tactical unit to respond to critical incidents and preserve life with a team comprised of Act 120-certified Police Officers from the various police departments.

Hanna Howe, resident questioned how the Mutual Aid Agreement differed from other agreements.

**Res. 2021-92 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Francis, it was unanimously agreed to approve Solebury Township’s participation in the Mutual Aid Agreement and to authorize the Chief of Police to execute all associated documents.**

### Fuel Bids – Bid Award

Bids for fuel have been received by the Bucks County Consortium and reviewed by Solebury Township Administration.

**Res. 2021-93 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Morrissey, it was unanimously agreed to award the bid for Premium Unleaded Gasoline and Ultra Low Sulfur Diesel Fuel to PAPCO, Inc; and to award the bid for Propane to Superior Plus Propane. as reflected in their respective bids submitted to the Bucks County Consortium.**

Zoning Hearing Board Application

**Res. 2021-94 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Francis, it was unanimously agreed to authorize the Township Solicitor to research and take appropriate actions regarding the Woidill (TMP # 41-036-098) Zoning Hearing Board application.**

Authorization for Township Solicitor to Take Legal Actions

**Res. 2021-95 – Upon a motion by Mr. Baum Baicker, seconded by Mr. Francis, it was unanimously agreed to authorize the Township Solicitor to take legal actions regarding the illegal Residential Health Care Facility located at 400 W. Bridge Street, TMP # 41-027-002.**

**IX. Public Comment**

**X. Adjournment**

The meeting was adjourned at 7:50 p.m.

Respectfully submitted,  
Catherine Cataldi  
Secretary

## Mutual Aid Agreement

### **Central Bucks Emergency Response Team**

**This MUTUAL AID AGREEMENT**, ENTERED this 21st day of July 2021, among the municipalities of Bedminster Township, Buckingham Township, Chalfont Borough, Doylestown Borough, Doylestown Township, Dublin Borough, East Rockhill Township, Hilltown Township, New Britain Borough, New Britain Township, New Hope Borough, Perkasio Borough, Plumstead Township, Quakertown Borough, Richland Township, Sellersville Borough, Silverdale Borough, Solebury Township, Tinicum Township, Upper Makefield Township, Warminster Township, Warwick Township, and West Rockhill Township witnesseth that:

**Whereas**, pursuant to 42 Pa. C.S. § 8953, “Statewide Municipal Jurisdiction”, it is the desire of various municipalities and various police departments within said municipalities to form a Mutual Aid Agreement for the purpose of mutual police and emergency protection, and,

**Whereas**, the municipalities who are signatories hereto, and the various police departments who are signatories hereto, desire to reduce their Mutual Aid Agreement to a collective agreement to which they will be parties, and

**Whereas**, the municipalities who are signatories hereto have formed a Special Response Team, hereby known as the “Central Bucks Special Response Team” or “CBSRT”, or “task force” (See 42 Pa.C.S. § 8953(a)(3)) whose principal purpose and primary purpose is to provide a trained, tactical unit to respond to critical incidents and preserve life with a team comprised of Act 120-certified Police Officers from the various police departments that have signed this agreement, and

**Whereas**, there is an urgent need for uniformity and continuity in the resolution of such critical incidents in Bucks County; and

**Whereas**, Bucks County is an area of several police forces, each operating independently; and

**Whereas**, Police officials of the aforementioned communities have manifested a genuine interest in safer communities through improved police service; and

**Whereas**, the aforementioned municipalities have determined that the provision of Mutual Police Aid across jurisdictional lines will increase their ability to resolve these critical incidents and to preserve the safety and welfare of the entire area; and

**Whereas**, those same police officials desire a functional police program that contains the components of good police service; and

**Whereas**, it is desired by the signatory municipalities to enter into an agreement for the purpose of having available for use throughout the territorial limits of all municipalities signing this mutual aid agreement, the services of police employed by any and all of the said municipalities, under the conditions set forth and in compliance with Municipal Police Jurisdiction Act 42 PA C.S.A 8953; and

**Whereas**, cooperation among municipalities in the exercise and performance of their governmental powers, duties and functions is authorized by the various acts of the General Assembly, to wit: 42 PA C.S.A. 8953; and

**Now therefore**, the parties hereto, in consideration of the mutual covenants and conditions herein contained, promise and agree with each other as follows:

1. The police departments and municipalities who are parties hereto agree that they shall render unto each other, on a mutual aid basis, in response to a duly authorized request, such police assistance or other emergency services as shall be requested or required within the municipal boundaries of parties entering this agreement, which boundaries shall remain in full force and effect.
2. The police officers of the signatory municipalities shall have all the powers and authorities conferred by law on the police in whatever municipality they may be involved. The authority granted in this paragraph to police officers of the signatory municipalities is limited to those specific times when those officers of the signatory municipalities are acting in accordance with the terms of this agreement as part of the CBSRT. (42 PA C.S.A. 8953(a)(4))
3. That the signatory municipalities have established an emergency response team/task force program to coordinate the resolution of critical incidents and agree to assign police officers to the CBSRT who will train and work according to the policies and procedures established for the team which will be considered the policies and procedures of the member's employing agency during any activation, training or actual.
4. That any employee of a party to this agreement shall remain an employee of his or her employer for the purpose of any activity under this agreement and each party shall maintain and be responsible for all employee compensation, benefits, insurance and other incidents of employment except as provided herein.

5. Any injury received while responding to, attending or returning from activation, whether training or actual critical incident, will be considered work-related and will fall under their respective municipality's collective bargaining agreement.
6. Leadership: The Chief of Police for each participating agency shall collectively determine the team Commander and Assistant Commander from within the team's ranks. The team's Standard Operating Procedures will govern the process in which a member can participate in the team and be promoted within the team rank structure.
7. Scene Control: The team will operate under the concept of the Incident Command and Unified Command Structure. During an incident the host agency will fulfill the position of Incident Commander with the team fulfilling the position of Tactical Commander, in accordance with CBSRT procedures.
8. Standard Operating Procedure: The Chief of Police for each participating agency shall ratify the team's Standard Operating Procedures (SOP). These SOPs will address such topics as purpose, goal, response criteria, team activation, selection process, team rank, training, and tactics and use of force.
9. Use of Force Investigation: If a member of CBSRT is required to use force in the course of an operation the use of force will be documented on the team's report and forwarded to the host agency. If a member of CBSRT is involved in a use of deadly force the host agency and the appropriate County's District Attorney will be the investigating agency.
10. Each participating municipality shall, by becoming a signatory of this agreement, waive any and all claims against all other participating municipalities hereto which may arise out of their officers' police activities outside their respective jurisdictions while rendering police services under this agreement.
11. That each municipality shall save harmless other municipalities in this agreement from all claims by third parties suits, damages and losses, including costs, expenses and attorney fees incident to or resulting from any injury to any person or damage to property which may arise out of the rendering of police services under this agreement; and further, that public and professional liability insurance for both bodily injury and property damage liability, covering all activities and the use of police vehicles while on duty in the territorial limits of any of the participating municipalities, shall be obtained and maintained by the individual signatory municipalities.

12. The parties hereto agree that any participating municipality may withdraw at any time from the within agreement providing for joint police services, by giving notice in writing to each of the other municipalities which are parties to the within agreement. The agreement remains valid and intact for the remaining signatories.
13. The parties further recognize that exigencies sometimes occur, which require additional support and resources from police departments, municipalities and agencies not a party to this agreement. For the purposes of safely resolving those exigencies, and in accordance with the Municipal Police Jurisdiction Act, those police departments, municipalities and agencies not a party to this agreement will be deemed parties to this agreement for the duration of the exigency.
14. As an illustration, the parties note that the *Critical Incidents* for which this agreement addresses, include, but are not limited to:
  - High risk arrest warrant service;
  - High risk search warrant service;
  - Active shooter events;
  - Barricaded subjects;
  - Armed subjects;
  - Counter-Terrorism operations;
  - Law enforcement activities involving nuclear, biological, chemical or other hazardous materials;
  - Dignitary protection;
  - Other higher risk law enforcement operations.
15. This Mutual Aid Agreement, in its entirety shall set the foundation for the relationship and partnership between the participating agencies. Should any portion of this agreement be deemed invalid or unenforceable, this shall have no bearing on the remaining portions and conditions set forth in this document.
16. Changes or modifications to this Agreement may be made with the written approval of each signing agency. Notice of and/or request for such changes shall be sent to all signing agencies via traditionally accepted delivery practices. This agreement will remain valid and intact until and unless it is rescinded, or a new agreement supersedes it.

Approval (may be signed in counterparts):

Chief of Police:

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Bedminster Township,

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Buckingham Township,

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Chalfont Borough,

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Doylestown Borough,

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Doylestown Township,

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Dublin Borough,

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East Rockhill Township,

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Hilltown Township,

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New Britain Borough,

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New Britain Township,

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New Hope Borough,

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Perkasie Borough,

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Plumstead Township.

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Quakertown Borough,

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Richland Township,

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Sellersville Borough,

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Silverdale Borough,

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Solebury Township,

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Tinicum Township,

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Upper Makefield Twp.,

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Warminster Township,

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Warwick Township,

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West Rockhill Twp.