

# HATFIELD BOROUGH COUNCIL

**WORKSHOP / REGULAR MEETING  
AUGUST 17, 2022**



JASON FERGUSON, PRESIDENT

RICHARD GIRARD, VICE PRESIDENT

JAMES FAGAN, COUNCILMEMBER

MICHELLE KROESSER, COUNCILMEMBER

LAWRENCE G. STEVENS, COUNCILMEMBER

MARY ANNE GIRARD, MAYOR

JAIME E. SNYDER, BOROUGH MANAGER

CATHERINE M. HARPER, BOROUGH SOLICITOR



# Borough of Hatfield

Montgomery County, Pennsylvania

## BOROUGH COUNCIL WORKSHOP / REGULAR MEETING

August 17, 2022

### AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

1. APPROVAL OF MEETING AGENDA:

Motion: To Approve the Agenda of August 17, 2022 Workshop /  
Regular Meeting

2. APPROVAL OF THE MINUTES:

Motion to Approve the Minutes of the July 20, 2022 Workshop /  
Regular Meeting

3. PUBLIC INPUT:

Please rise, state your name and address and the reason for addressing  
Council

4. ANNOUNCEMENTS:

- HEROC is Scheduled to Meet Wednesday, August 24, 2022 @  
8:00AM in Council Chambers
- The next Planning Commission Meeting is scheduled for August 29<sup>th</sup> @  
7:00PM in Council Chambers
- Next Borough Council Meeting is the August 31<sup>st</sup> (September) Workshop  
Meeting @ 7:30PM in Council Chambers
- Movie in the Park "Luca" is Scheduled for August 24<sup>th</sup> in Centennial Park
- The Borough Offices will be closed from 12:00PM-1:00PM on Tuesday,  
August 23<sup>rd</sup> for Employee Training

5. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- Budget, Finance, and Labor Committee Report
- Planning, Building, and Zoning Committee Report
- Public Safety Committee Report
- Public Works & Property and Equipment Committee Report

401 S. Main Street  
P.O. Box 190  
Hatfield, PA 19440

**Phone:**  
215-855-0781

**Fax:**  
215-855-2075

**Email:**  
admin@  
hatfieldborough.com

**Website:**  
www.hatfieldborough.com

- Utilities Committee Report
- Hatfield Economic Revitalization Outreach Committee Report
- Dual Action Committee Report
- Mayor Mary Anne Girard Report

6. REPORTS AND CORRESPONDENCE:

- Monthly Investment Report
- Monthly EIT / LST Report
- Monthly YTD Report
- Police Department Report
- Fire Department Report
- EMS Report
- Public Works Department Report
- Engineering Report
- Zoning Officer, Building Code, Property Maintenance Report
- Fire Marshal / Fire Safety Inspection Report
- Pool Advisory Report

7. MANAGERS REPORT:

8. NEW BUSINESS / DISCUSSION ITEMS:

- A. Resolution 2022-22 Designation of Agent for Ida Relief
- B. Resolution 2022-23 Winter Maintenance Agreement with PennDOT
- C. Resolution 2022-24 Transfer of Funds for the Orchard Lane and Forest Way Sanitary Sewer Replacement Project
- D. Resolution 2022-25 Barry Moyer 50 Years of Service to the HVFC
- E. Resolution 2022-26 Jerry Detweiler 40 Years of Service to the HVFC
- F. Defined Benefit Plan 2023 Minimum Municipal Obligation
- G. Defined Contribution Plan 2023 Minimum Municipal Obligation
- H. Payment Request No. 1 for the County Transportation Program  
Firehouse Flasher Grant

9. OLD BUSINESS:

10. ACTION ITEMS:

- A. Motion to Consider Resolution 2022-22 Designation of Agent for Ida Relief
- B. Motion to Consider Resolution 2022-23 Winter Maintenance Agreement with PennDOT

- C. Motion to Consider Resolution 2022-24 Transfer of Funds for the Orchard Lane and Forest Way Sanitary Sewer Replacement Project in the Amount of \$359,770.26 (three hundred fifty-nine thousand seven hundred seventy dollars and twenty-six cents)
- D. Motion to Consider Resolution 2022-25 Recognizing Barry Moyer for his 50 Years of Service to the HVFC
- E. Motion to Consider Resolution 2022-26 Recognizing Jerry Detweiler for his 40 Years of Service to the HVFC
- F. Motion to Consider Defined Benefit Pension Plan 2023 Minimum Municipal Obligation in the Amount of \$36,599.00 (thirty-six thousand five hundred ninety-nine dollars)
- G. Motion to Consider Defined Contribution Pension Plan 2023 Minimum Municipal Obligation for Employees Receiving a 3% or 6% Contribution of their Annual Income in the Amount of \$23,600.00 (twenty-three thousand six hundred dollars)
- H. Motion to Consider Payment Request No. 1 to Higgins & Sons, Inc in the Amount of \$58,487.76 (fifty-eight thousand four hundred eighty-seven dollars and seventy-six cents) for the County Transportation Program Firehouse Flasher Grant

11. Motion to Approve the Payment of the Bills

12. MOTION to ADJOURN:

**EXECUTIVE SESSION: Real Estate, Litigation, & Personnel**

## **2. APPROVAL OF THE MINUTES:**

**Motion to Approve the Minutes  
of the July 20, 2022 Workshop /  
Regular Meeting**

HATFIELD BOROUGH COUNCIL  
WORKSHOP / REGULAR MEETING  
JULY 20, 2022

MINUTES

THIS MEETING WAS HELD IN-PERSON & LIVE STREAMED  
BOROUGH HALL 401 S. MAIN STREET, HATFIELD  
THIS MEETING WAS RECORDED

CALL TO ORDER AND ROLL CALL:

- (X) Jason Ferguson, President
- (X) Richard Girard, Vice President
- (X) James Fagan
- (X) Michelle Kroesser
- (X) Lawrence G. Stevens
  
- (X) Mayor Mary Anne Girard

The record shows that five members of the Council were present at roll call, as well as, Mayor; Mary Anne Girard, Solicitor; Catherine M. "Kate" Harper; Timoney Knox LLP, Borough Manager; Jaime E. Snyder, Public Works Director; Stephen S. Fickert, Jr. and Assistant to the Manager; Kathryn Vlahos.

1. APPROVAL OF MEETING AGENDA:

Motion: A motion was made by Councilmember Girard to Approve the Workshop / Regular Meeting Agenda of July 20, 2022. The motion was seconded by Councilmember Stevens.

The motion was approved unanimously with a vote of 5-0.

2. APPROVAL OF THE MINUTES:

Motion to Approve the Minutes of the June 15, 2022 Workshop and Regular Meeting.

Motion: A motion was made by Councilmember Kroesser to Approve the Minutes of the June 15, 2022 Workshop and Regular Meeting. The motion was seconded by Councilmember Girard and unanimously approved with a vote of 5-0.

3. PUBLIC INPUT: President Ferguson asked if there was any Public Input. No Public Comment. No Media Present.

4. ANNOUNCEMENTS: Manager Snyder made the following announcements:

- HEROC is Scheduled to Meet Wednesday, July 27, 2022 @ 8:00AM in Council Chambers
- The next Planning Commission Meeting is scheduled for August 8<sup>th</sup> @ 7:00PM in Council Chambers
- Next Borough Council Meeting is the August 17<sup>th</sup> Workshop/Regular Meeting @ 7:30PM in Council Chambers

5. 28 North Market Street: Estate of Jack Zampirri Minor Subdivision Presentation

Jim Rudolph from Metz Engineers stated that they brought a plan in for the Estate of Jack Zampirri. It is a minor subdivision, there is an existing tract that fronts on Market Street and on Diamond Street, currently it is one parcel. What they are proposing is to create two lots about 7,000 square feet, the total parcel is a little over 14,000 square feet. There is water and sewer for the existing house and there is water and sewer on Diamond Street for the proposed unit. They have received a letter from Bursich, dated June 29, 2022 which they have received with the Planning Commission and they will comply with the letters request. The Montgomery County Planning Commission supports the applicant's proposal without comment. There are a few items that they still need which are a will serve letter from the Hatfield Township Sewer Authority, will serve letter from North Penn Water Authority. Other than those items there is not other issues that they would need to address. Mr. Rudolph asked if Borough Council had any conditions they would like to see, they are looking to move forward with the subdivision. President Ferguson asked how they would access the second property, Mr. Rudolph replied off of Diamond Street. Solicitor Harper stated that the Engineer recommends that a shared driveway agreement to be completed.

*Action Item 12. A, was moved up on the agenda*

## 12. ACTION ITEMS:

A. Motion to Consider Resolution 2022-19 Granting Preliminary / Final Approval for 28 N. Market Street, Estate of Jack Zampirri Minor Subdivision

Motion: A motion was made by Councilmember Stevens to Approve Resolution 2022-19 Granting Preliminary / Final Approval for 28 N. Market Street, Estate of Jack Zampirri Minor Subdivision. The motion was seconded by Councilmember Fagan.

President Ferguson asked if there were any comments or questions. There were no comments or questions.



The motion was approved unanimously with a vote of 5-0.

## 6. Public Hearing Regarding the Comcast Cable Franchise Renewal

### **CABLE FRANCHISE RENEWAL PROCEEDINGS**

**PRESIDENT JASON FERGUSON:** We will now have a Public Hearing for Cable Franchise Renewal Agreement. This hearing was duly advertised.

**SOLICITOR CATHERINE HARPER:** Every ten years you have to revise and look at your Comcast Cable Agreement, you previously did this with Verizon. This year is Comcasts turn, one thing that is part of the process for approving a Cable Agreement is for a ten-year term and the fees don't change. In other words, it's the same percentage that it was before. The fees could go up or down, if they get more Comcast customers the revenues go up. So 5% of a greater revenue you get more money. On the other hand, people are streaming these days and a lot of the rental properties in the Borough seem to be using satellite dishes instead of cable. With that in mind not much has changes with Comcasts Agreement, you have to have a public hearing, you have to advertise it and you have to allow the public a chance to comment on Comcast in general and what they think of it. The only thing that I would like to have is the legal advertisement marked as Borough 1 to show that we gave public notice of this incase we do not get that many comments tonight. I think it would be appropriate now for comments, please come up to the podium and state their name and address and give your public comment. We have people in the audience, the minutes will reflect that but we do not have anyone that would like talk about it. I will give you also the opening remarks, The Public Hearing is a preliminary portion of franchise renewal which the Borough reviews the cable operators past performance and identifies future cable related community needs. As part of this public hearing, we invite comments from any public citizens that wish to speak on either the mentioned subjects. The franchise renewal is the best opportunity for municipalities to assert their rights with respect to cable operator and obtain benefits. The benefits include having Comcast Cable in the Borough. That may sound funny to us because Comcast is all-over South-Eastern Pennsylvania but in many places in Pennsylvania, they lack cable service. This is one of the things that we are ensuring for the residents here that they have the right. Comcast believes that it has strong costumer service standards and if any member of the public disagrees, they are free to say so. They are also willing to offer some free services like a public effective government channel. They share their comcast fees with us, the 5% that I allotted to earlier. In exchange for that they will get the right to operate in our rights of way. They can put stuff on our poles, in our allies' things like that to offer cable service to the whole Borough. Some Municipalities have an issue where they won't extend far enough and the contract does say that if there are only so many people per a mile, they do not have to give you cable service. That would not be true in Hatfield Borough. Anyone in the Borough can get Comcast service if they want to. Are there any comments on the Comcast Cable Franchise Agreement? Hearing no comments, we can now close the hearing.



This Public hearing is closed. (At 7:51 the hearing was closed)

## 7. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Budget, Finance, and Labor Committee Report**  
President Ferguson stated that Budget Labor and Finance Committee met and started talking about preparing the budget for 2023. There was also discussion on our labor agreements and updating the handbook. The Covid Policy that we currently have will stay in place and we will reevaluate in 6 months. There was also discussion of creating a new committee for the Borough, a communications Committee.
- **Planning, Building, and Zoning Committee Report**  
Councilmember Stevens reported that the committee met on July 5, 2022 to discuss a number of issues, they are looking to make some changes to the open burning ordinance which will be less restrictive and allow for the use of outdoor fire pits and chimineas. They are also looking to adopting a clothing and donation bin ordinance. The committee will be looking to make draft ordinances on these issues. There has been some talk in surrounding areas to allow chickens to be raised to use the eggs. The committee did not want to put too much effort into this topic without know if there is interest from the residents. A survey will be conducted to see if there is interest in the Borough to allow chickens. If this does move forward there will be a restrictions which make sure that it does not affect the quality of life for the neighbors. They are looking at the Zoning Map to see if minor adjustments are needed.
- **Public Safety Committee Report**  
Councilmember Kroesser reported that they are working to put a meeting together for the next month to address some speeding concerns.
- **Public Works & Property and Equipment Committee Report**  
Councilmember Fagan stated that they did not have a meeting this past month.
- **Utilities Committee Report**  
Councilmember Girard reported that they had a meeting to discussed Behind the Meter project. They are looking at a grant for changing stations in conjunction with Hatfield Township. Electric deliquesces are still going down, shut offs will begin in September. They are looking at a possible electric rate increase in 2023.
- **Hatfield Economic Revitalization Committee Report**  
Councilmember Girard stated that they did not meet in the month of July and has nothing to report.
- **Dual Action Committee Report**  
President Ferguson stated that they have not met yet.

- **Mayor Mary Anne Girard Report**

Mayor Girard reported that she attended the quarterly meeting for the recycling commission committee which was held on July 14<sup>th</sup>. The latest grant check will not be available until November. There's a new form from DEP for the Worker Protection and Investment Certification Form. This has to be complete and submitted with the recycling grant.

## 8. REPORTS AND CORRESPONDENCE

Manager Snyder and President Ferguson updated and answered questions regarding the Reports and Correspondence. Lieutenant Robertson answered questions regarding the Police Report.

- Monthly Investments Report
- Monthly EIT/LST Report
- Monthly YTD Report
- Police Department Report
- Fire Department Report
- Public Works Department Report
- Engineering Report
- Zoning Officer, Building Code, Property Maintenance Report
- Fire Marshal / Fire Safety Inspection Report
- Pool Advisory Report

## 9. MANAGERS REPORT

### 1. Land Use & Development Updates:

- A. Edinburgh Square Subdivision
  - Under Construction
- B. Bennetts Court Land Development
  - Preliminary / Final Granted by PC and Council
- C. 43 Roosevelt Land Development
  - Developers Agreement
- D. SEPTA Property
  - Appraisal
  - Long Term Lease Agreement
- E. 200 N. Main Street (Biblical Seminary)
  - Sketch Plan submitted
  - ZHB Scheduled for July 28, 2022 7:00PM—Township
- F. 28 N. Market Street Subdivision
  - Preliminary / Final Granted by PC
- G. 23 N. Main Street
  - Sketch Plan Submitted

2. Utility Billing Update:

- Staff continues to monitor Electric & Sewer Past Due accounts. Electric Shut-offs are being evaluated for the summer months.
- Email billing is available for Electric & Sewer Accounts. Please contact the Utilities Department if you are interested in signing up.
- The Electric Customer Portal has been updated. The Portal was restructured with customer input to make it more user-friendly. An updated user guide is available when opening the portal to assist with re-registration. The portal can be accessed from the Borough Website.
- <https://hatf-pa-web.amppartners.org/index.php>
- Please register exactly as it appears on your current billing. Example SMITH, JOHN E.

3. 2021 Outstanding Project Updates:

- A. The East Lincoln Avenue Bridge Replacement Project
  - Submitting reimbursement paperwork for the Grant
- B. The Orchard Forest Way CDBG Sanitary Sewer Project
  - Working on the final payment — waiting on County
- C. CMAQ Grant (Synchronization of Signals)
  - Waiting on PennDOT to connect to the server

4. 2022 Project Updates:

- A. 2022 ADA Ramp & Curb & Ramp Project
  - Projected start date of July 18, 2022
  - Working with SEPTA
- B. 2022 Roadway Resurfacing Project
  - Projected stated date of August 2022
- C. W. Broad Street, E. Broad Street, N. Market H2O / PA Small Water Storm and Sanitary Sewer Grant Project
  - Working on the bid package
  - Working on HOP with McMahon
- D. CTP Firehouse Flasher Grant
  - Under Construction
- E. MTF / CTP Crosswalk Grants
  - Agreements received
  - Coordination with Storm and Sanitary H2O / PA Small Water Grant Project - working with Engineer

5. PMEA Update:

- June Newsletter — attached
- PMEA Conference September 7-9 2022 in Penn State

- Training being offered in the East & West for Electric
6. AMP Pennsylvania R.I.C.E. BTM Peaking Project Update:
    - Site sign being produced
    - Waiting on PPL Review
  7. AMI Update:
    - The AMI system is 100% installed and integrated into our system
  8. Public Information Officer Update: attached
  9. Items of Interest:
    - Updated Project Schedule for ADA & Paving
    - Updated Project Schedule for Broad St. & Main St. Utility Project
    - NPSD 2022-2023 Tax Assessment

#### 10. NEW BUSINESS / DISCUSSION ITEMS:

##### A. Orchard Lane and Forest Way Sanitary Sewer Project Payment

Manager Snyder explained that this was the recommendation from the engineer for payment to DOLI Inc for \$359,770.26 for the work that they completed on the Orchard Lane and Forest Way Sanitary Sewer Project. This is contingent on the letters from Montgomery County for approval. At the next months meeting you will see a resolution for the movement of the money.

##### B. Ordinance No. 546 Borough of Hatfield Code Adoption Ordinance

Solicitor Harper explained that every few years after you get a lot of new ordinances you want to have them professionally edited and put into code where they belong.

##### C. Resolution 2022-20 AMP Board of Trustees Alternate for Pennsylvania

Manager Snyder explained that Ephrata reached out to her to see if she would like to be their alternate for the board of trustees.

##### D. 200 N. Main Street, Alliance Housing Development, Zoning Hearing Board Decision

Solicitor Harper reviewed the Zoning Hearing for 200 N Main that she attended to express support of the application. The Zoning Hearing decided on a decision which is in front of Council tonight.

11. OLD BUSINESS:

A. Resolution 2022-21 Policy for the Displaying of Flags and or Banners on Borough Electric Utility Poles, Flag Poles, and Borough Property Solicitor Harper reviewed with council a policy that was brought to her by the Public Works / Property and Equipment Committee.

12. ACTION ITEMS:

B. Motion to Consider Payment No. 1 to DOLI Inc. for the Orchard Lane and Forest Way Sanitary Sewer Replacement Project in the Amount of \$359,770.26 (three hundred fifty-nine thousand seven hundred seventy dollars and twenty-six cents) Contingent Upon the County CDBG Program Review and Approval of the Contract Documents

**Motion:** A motion was made by Councilmember Girard to Approve Payment No. 1 to DOLI Inc. for the Orchard Lane and Forest Way Sanitary Sewer Replacement Project in the Amount of \$359,770.26 (three hundred fifty-nine thousand seven hundred seventy dollars and twenty-six cents) Contingent Upon the County CDBG Program Review and Approval of the Contract Documents. The motion was seconded by Councilmember Stevens.

President Ferguson asked if there were any comments or questions. There were no comments or questions.

The motion was approved unanimously with a vote of 5-0.

C. Motion to Consider Advertising the Proposed Borough of Hatfield Code Adoption Ordinance and hold a Public Hearing at the September 21, 2022 Regular Meeting

**Motion:** A motion was made by Councilmember Stevens to Approve Advertising the Proposed Borough of Hatfield Code Adoption Ordinance and hold a Public Hearing at the September 21, 2022 Regular Meeting. The motion was seconded by Councilmember Fagan.

President Ferguson asked if there were any comments or questions. There were no comments or questions.

The motion was approved unanimously with a vote of 5-0.

D. Motion to Consider Resolution 2022-20 Appointing Jaime E. Snyder, Hatfield Borough Manager as the American Municipal Power (AMP) Board of Trustees Alternate for Pennsylvania

Motion: A motion was made by Councilmember Kroesser to Approve Resolution 2022-20 Appointing Jaime E. Snyder, Hatfield Borough Manager as the American Municipal Power (AMP) Board of Trustees Alternate for Pennsylvania. The motion was seconded by Councilmember Fagan.

President Ferguson asked if there were any comments or questions. There were no comments or questions.

The motion was approved unanimously with a vote of 5-0.

E. Motion to Consider Resolution 2022-21 Policy for the Displaying of Flags and or Banners on Borough Electric Utility Poles, Flag Poles, and Borough Property

Motion: A motion was made by Councilmember Kroesser to Approve Resolution 2022-21 Policy for the Displaying of Flags and or Banners on Borough Electric Utility Poles, Flag Poles, and Borough Property. The motion was seconded by Councilmember Fagan.

President Ferguson asked if there were any comments or questions. There were no comments or questions.

The motion was approved unanimously with a vote of 5-0.

### 13. MOTION TO APPROVE PAYMENT OF THE BILLS:

President Ferguson and Manager Snyder reviewed and answered questions regarding the bill list.

Motion: A motion was made by Councilmember Stevens to Approve the payment of the bills. The motion was seconded by Councilmember Fagan.

President Ferguson asked if there were any comments or questions. There were no comments or questions.

The motion was approved unanimously with a vote of 5-0.

### 14. MOTION TO ADJOURN:



**Motion:** A motion was made by Councilmember Kroesser to adjourn the Regular Meeting of July 20, 2022. The motion was seconded by Councilmember Fagan and unanimously approved with a vote of 5-0. The meeting was adjourned at 8:48 PM.

*Executive Session Personnel, Litigation and Real Estate*

Respectfully Submitted,  
Kathryn Vlahos  
Assistant to the Manager

### **3. PUBLIC INPUT:**

**Please rise, state your name and  
address and the reason for  
addressing Council**

#### **4. ANNOUNCEMENTS:**

- HEROC is Scheduled to Meet Wednesday, August 24, 2022 @ 8:00AM in Council Chambers**
- The next Planning Commission Meeting is scheduled for August 29<sup>th</sup> @ 7:00PM in Council Chambers**
- Next Borough Council Meeting is the August 31<sup>st</sup> (September) Workshop Meeting @ 7:30PM in Council Chambers**
- Movie in the Park “Luca” is Scheduled for August 24<sup>th</sup> in Centennial Park**
- The Borough Offices will be closed from 12:00PM-1:00PM on Tuesday, August 23<sup>rd</sup> for Employee Training**



**Hatfield Borough's Annual  
"Movie in the Park"  
Centennial Park– Cherry Street  
Wednesday, August 24th**



**The movie will begin at  
dusk approximately  
between 7:45-8:00 pm.**



**Bring your own blankets, low back chairs,  
bug spray and snacks to join us for a free  
family-friendly movie night in the park!  
There will be trivia and prizes leading up  
to the movie! Light refreshments will be  
available for purchase.**

**Seating and parking will be  
"first come, first served" beginning at 7pm.**

**For more information visit "HatfieldBorough19440" on  
Facebook or call Lindsay at 215-855-0781 option 9.**

**Should a cancellation or postponement take place, it will be  
posted on our social media outlets and our website at  
[www.hatfieldborough.com](http://www.hatfieldborough.com).**

**\*Friendly reminder– No Alcohol or Smoking in Borough Parks.**

**5. REPORTS FROM STANDING  
COMMITTEES AND MAYOR:**

- **Budget, Finance, and Labor  
Committee Report**

**5. REPORTS FROM STANDING  
COMMITTEES AND MAYOR:**

- **Planning, Building, and Zoning  
Committee Report**



**5. REPORTS FROM STANDING  
COMMITTEES AND MAYOR:**

- **Public Safety Committee Report**

## **5. REPORTS FROM STANDING COMMITTEES AND MAYOR:**

- **Public Works & Property and  
Equipment Committee Report**

**5. REPORTS FROM STANDING  
COMMITTEES AND MAYOR:**

- **Utilities Committee Report**

## **5. REPORTS FROM STANDING COMMITTEES AND MAYOR:**

- **Hatfield Economic Revitalization  
Outreach Committee Report**

## **5. REPORTS FROM STANDING COMMITTEES AND MAYOR:**

- **Dual Action Committee Report**

**5. REPORTS FROM STANDING  
COMMITTEES AND MAYOR:**

- **Mayor Mary Anne Girard Report**



**6. REPORTS AND CORRESPONDENCE:**

**Monthly Investment Report**

**HATFIELD BOROUGH****CASH ACCOUNTS****June 30, 2022**

<b>OPERATING ACCOUNT</b>	<b>BANK BALANCE</b>	<b>AMOUNT</b>
<b>01 - GENERAL</b>		
Bank Balance	\$156,994.74	
O/S CHECKS		(\$101,018.74)
DIT		0.00
		<hr/>
		(\$101,018.74)
<b>07- ELECTRIC</b>		
Bank Balance	\$605,174.09	
O/S CHECKS		\$0.00
DIT		6,514.26
		<hr/>
		\$6,514.26
<b>08 - SEWER</b>		
Bank Balance	\$173,156.25	
O/S CHECKS		\$0.00
DIT		\$1,920.92
		<hr/>
	\$935,325.08	\$1,920.92
Bank Balance		\$935,325.08
Book Balance		\$842,741.52
<b>18 - CAPITAL PROJECTS SINKING</b>		\$77,913.67
<b>35 - HIGHWAY AID</b>		\$208,443.44
<b>HARLEYSVILLE SAVINGS BANK</b>		
Priority Business Savings		\$37,449.70
Priority Business Savings (Loans)		\$682,505.89
<b>TOTAL OF ACCOUNTS</b>		\$1,849,054.22
<b>ESSA</b>		
Checking account		\$30,032.54
<b>KEY PRIVATE INVESTMENTS</b>		
1131 CAPITAL RESERVE MANAGED		\$445,619.51
1132 SEWER CAPITAL RESERVE MANAGED		823,896.28
1133 SEWER MANAGED		505,929.86
1134 ELECTRIC FUND MANAGED		902,095.35
		<hr/>
		\$2,677,541.00
<b>TOTAL OF TD BANK, HSB, ESSA &amp; KEY PRIVATE BANK INVESTMENTS</b>		\$4,556,627.76

**Hatfield Borough Total Income & Disbursements  
YEAR 2022**

	Gain/(Loss)	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Capital Reserve	(\$42,072.88)	\$3,267.79	(\$2,807.12)	(\$1,896.36)	(\$4,703.48)	(\$1,435.69)
Sewer Capital Reserve	(49,562.97)	4,816.17	(4,816.17)	(3,192.59)	(8,008.76)	(\$3,192.59)
Sewer Managed	(32,380.27)	2,937.36	(3,237.36)	(2,081.32)	(5,318.68)	(\$2,381.32)
Electric	(60,785.06)	5,143.94	(5,380.94)	(3,483.21)	(8,864.15)	(\$3,720.21)
<b>Total</b>	(\$184,801.18)	\$16,165.26	(\$16,241.59)	(\$10,653.48)	(\$26,895.07)	(\$10,729.81)

# HATFIELD BOROUGH CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

## YEAR 2022

2022	Capital Reserve	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$487,692.39							
January	\$481,092.84	(\$6,599.55)	-1.35%	\$407.28	(\$133.08)	(\$274.20)	(\$407.28)	\$0.00
February	\$478,513.76	(\$2,579.08)	-0.54%	\$434.05	(\$705.68)	(\$271.63)	(\$977.31)	(\$543.26)
March	\$465,773.87	(\$12,739.89)	-2.66%	\$508.20	(\$778.29)	(\$270.09)	(\$1,048.38)	(\$540.18)
April	\$450,186.62	(\$15,587.25)	-3.35%	\$535.17	(\$270.37)	(\$264.37)	(\$534.74)	\$0.43
May	\$454,194.77	\$4,008.15	0.89%	\$617.85	(\$360.74)	(\$257.11)	(\$617.85)	\$0.00
June	\$445,619.51	(\$8,575.26)	-1.89%	\$765.24	(\$558.96)	(\$558.96)	(\$1,117.92)	(\$352.68)
July								\$0.00
August								\$0.00
September								\$0.00
October								\$0.00
November								\$0.00
December								\$0.00
		(\$42,072.88)		\$3,267.79	(\$2,807.12)	(\$1,896.36)	(\$4,703.48)	(\$1,435.69)

# HATFIELD BOROUGH SEWER CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

## YEAR 2022

2022	Sewer Capital	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$873,459.25							
January	\$865,417.55	(\$8,041.70)	-0.92%	\$569.86	(\$569.86)	(\$490.09)	(\$1,059.95)	(\$490.09)
February	\$861,420.14	(\$3,997.41)	-0.46%	\$496.78	(\$496.78)	(\$487.80)	(\$984.58)	(\$487.80)
March	\$844,769.21	(\$16,650.93)	-1.93%	\$584.98	(\$584.98)	(\$486.21)	(\$1,071.19)	(\$486.21)
April	\$829,293.15	(\$15,476.06)	-1.83%	\$869.23	(\$869.23)	(\$479.48)	(\$1,348.71)	(\$479.48)
May	\$833,817.91	\$4,524.76	0.55%	\$986.10	(\$986.10)	(\$473.61)	(\$1,459.71)	(\$473.61)
June	\$823,896.28	(\$9,921.63)	-1.19%	\$1,309.22	(\$1,309.22)	(\$775.40)	(\$2,084.62)	(\$775.40)
July								\$0.00
August								\$0.00
September								\$0.00
October								\$0.00
November								\$0.00
December								\$0.00
		(\$49,562.97)	-5.79%	\$4,816.17	(\$4,816.17)	(\$3,192.59)	(\$8,008.76)	(\$3,192.59)

# HATFIELD BOROUGH SEWER INVESTMENT ACCOUNT SUMMARY

## YEAR 2022

2022	Sewer Managed	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$538,310.13							
January	\$533,287.28	(\$5,022.85)	-0.93%	\$350.16	(\$350.16)	(\$302.66)	(\$652.82)	(\$302.66)
February	\$530,689.47	(\$2,597.81)	-0.49%	\$324.52	(324.52)	(300.59)	(\$625.11)	(\$300.59)
March	\$520,266.51	(\$10,422.96)	-1.96%	\$381.13	(381.13)	(299.54)	(\$680.67)	(\$299.54)
April	\$509,606.48	(\$10,660.03)	-2.05%	\$513.45	(513.45)	(295.29)	(\$808.74)	(\$295.29)
May	\$512,482.62	\$2,876.14	0.56%	\$590.16	(590.16)	(291.04)	(881.20)	(\$291.04)
June	\$505,929.86	(\$6,552.76)	-1.28%	\$777.94	(1,077.94)	(592.20)	(1,670.14)	(\$892.20)
July								\$0.00
August								\$0.00
September								\$0.00
October								\$0.00
November								\$0.00
December								\$0.00
<b>TOTALS</b>		<b>(\$32,380.27)</b>	<b>-6.15%</b>	<b>\$2,937.36</b>	<b>(3,237.36)</b>	<b>(2,081.32)</b>	<b>(5,318.68)</b>	<b>(2,381.32)</b>



# HATFIELD BOROUGH ELECTRIC INVESTMENT ACCOUNT SUMMARY

YEAR 2022

2022	Electric	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$962,880.41							
January	\$954,186.60	(\$8,693.81)	-0.90%	\$570.07	(\$507.07)	(\$541.36)	(\$1,048.43)	(\$478.36)
February	\$949,261.14	(\$4,925.46)	-0.52%	\$589.14	(\$589.14)	(\$537.81)	(\$1,126.95)	(\$537.81)
March	\$930,183.01	(\$19,078.13)	-2.01%	\$724.63	(\$724.63)	(\$535.78)	(\$1,260.41)	(\$535.78)
April	\$908,906.92	(\$21,276.09)	-2.29%	\$884.06	(\$884.06)	(\$527.94)	(\$1,412.00)	(\$527.94)
May	\$914,255.80	\$5,348.88	0.59%	\$1,030.18	(\$1,030.18)	(\$519.07)	(\$1,549.25)	(\$519.07)
June	\$902,095.35	(\$12,160.45)	-1.33%	\$1,345.86	(\$1,645.86)	(\$821.25)	(\$2,467.11)	(\$1,121.25)
July								\$0.00
August								\$0.00
September								\$0.00
October								\$0.00
November								\$0.00
December								\$0.00
<b>TOTALS</b>		(\$60,785.06)		\$5,143.94	(\$5,380.94)	(\$3,483.21)	(\$8,864.15)	(\$3,720.21)

**6. REPORTS AND CORRESPONDENCE:**

**Monthly EIT / LST Report**

HATFIELD BOROUGH  
Berkheimer Comparative  
2016-2021 Earned Income Tax

(Report as of 8/11/2022)

Month	2022	2021	2020	2019	2018	2017	Month	2022	2021	2020	2019	2018	2017
January	349.65	897.63	1,605.42	973.81	1,305.76	245.81	July	2,313.69	1,314.93	744.95	2,462.73	1,973.92	518.12
	874.13	1,174.92	868.35	815.69	592.07	1,782.61		1,298.39	3,976.44	1,223.01	2,481.10	644.89	1,456.59
	800.44	1,119.74	998.92	914.12	1,125.14	651.26		873.81	2,035.02	634.31	805.36	1,323.77	1,559.70
	1,248.17	516.76	2,805.81	722.35	1,090.52	2,653.00		1,769.36	1,205.94	2,200.77	1,689.60	604.96	1,296.24
	2,798.24	2,033.58	1,700.01	1,293.40	2,436.46	1,433.06		2,265.33		1,050.49	886.99	3,058.34	1,579.16
	1,308.02	637.60	1,175.67	1,251.89	1,968.25	1,385.23		2,145.23		1,067.68	678.38	1,488.77	1,178.56
	1,028.54		1,753.74	702.34						2,380.30	1,251.28		1,487.87
	3,445.15			1164.51						2,707.21			3,171.78
	2,941.43			3245.28						2,733.27			
	1,295.00									620.75			
										1,381.49			
<b>Month Total</b>	<b>16,088.77</b>	<b>6,380.23</b>	<b>10,907.92</b>	<b>11,083.39</b>	<b>8,518.20</b>	<b>8,150.97</b>	<b>Month Total</b>	<b>10,665.81</b>	<b>8,532.33</b>	<b>16,744.23</b>	<b>10,255.44</b>	<b>9,094.65</b>	<b>12,248.02</b>
<b>YTD Total</b>	<b>16,088.77</b>	<b>6,380.23</b>	<b>10,907.92</b>	<b>11,083.39</b>	<b>8,518.20</b>	<b>8,150.97</b>	<b>YTD Total</b>	<b>257,175.24</b>	<b>235,461.52</b>	<b>230,792.09</b>	<b>231,307.96</b>	<b>224,674.16</b>	<b>228,040.81</b>
February	1,896.88	1,015.31	2,618.99	5,353.21	761.04	2,254.27	August	287.65	558.35	4,689.38	5,185.15	800.24	2,078.40
	3,389.65	1,404.67	1,154.47	10,607.93	1,935.45	2,844.99		4,102.97	1,052.73	3,713.54	715.54	2,944.87	1,605.57
	2,253.01	3,413.92	6,737.26	4,967.27	951.90	3,275.29		598.85	2,072.03	943.13	1,004.48	1,593.23	2,585.83
	7,894.07	6,497.09	2,195.49	9,525.63	2,202.98	2,830.90		796.15	3,129.20	2,366.86	2,024.31	2,452.77	5,237.07
	3,450.18	2,685.50	1,739.30	7,476.14	4,089.83	595.93		2,858.40	3,391.96	3,342.63	3,236.05	2,983.92	9,656.89
	7,284.23	5,027.63	6,758.94	4,242.59	5,829.73	5,070.53			974.10	4,374.60	2,802.73	1,721.57	4,782.38
	6,401.96	12,077.62	5,019.71	5,744.09	5,627.93	3,367.39			3,656.99	4,402.94	9,448.79	3,287.03	4,088.36
	3,938.27	7,563.81	8,048.59	5,982.69	2,705.79	5,727.74			9,490.48	9,414.71	4,396.99	3,918.13	4,160.35
	9,162.41	12,150.83	5,962.24	4,466.18	5,767.75	8,219.66			4,257.91	6,009.96	2,023.85	7,931.75	4,036.30
	5,285.32	6,064.53	626.35	3,705.99	4,625.01	6,321.31			2,301.14	3,748.13	1,227.10	5,778.05	1,765.43
	2,990.39	4,692.13	3,399.64	3,383.48	3,007.26	2,469.57			3,039.24	4,924.28	4,730.84	4,209.91	3,428.67
	1,792.57	3,249.18	2,867.27	5,083.00	5,548.80	2,853.17			9,084.47	5,107.35	9,964.78	5,835.90	4,526.17
	6,598.77	3,987.61	6,582.96	2,401.37	2,356.02	6,521.76			6,918.54	6,633.39	12,334.88	3,485.34	5,462.31
	6,810.35	8,765.07	5,083.15	1,406.49	2,329.15	2,376.46			6,723.87	6,603.46	4,071.89	5,736.19	2,297.85
	2,690.03	2,068.74	12,700.19		2,302.49	5,301.07			5,651.24	8,446.28	4,674.67	5,294.07	3,535.73
	8,666.29	2,455.14	4,639.66		5,741.68	3,650.83			2,964.63	2,726.28	3,347.94	10,119.90	2,517.07
					2,938.40	3,211.46			10,120.00		5,911.40	6,949.50	2,496.35
					7,832.19						2,123.39	1,829.36	3,282.11
<b>Month Total</b>	<b>80,504.38</b>	<b>83,118.78</b>	<b>76,134.21</b>	<b>74,346.06</b>	<b>66,553.40</b>	<b>66,892.33</b>	<b>Month Total</b>	<b>8,644.02</b>	<b>75,386.88</b>	<b>77,446.92</b>	<b>79,224.78</b>	<b>76,871.73</b>	<b>67,542.84</b>
<b>YTD Total</b>	<b>96,593.15</b>	<b>89,499.01</b>	<b>87,042.13</b>	<b>85,429.45</b>	<b>75,071.60</b>	<b>75,043.30</b>	<b>YTD Total</b>	<b>265,819.26</b>	<b>310,848.40</b>	<b>308,239.01</b>	<b>310,532.74</b>	<b>301,545.89</b>	<b>295,583.65</b>
March	248.37	1,405.81	495.61	1,100.74	4,889.69	4,397.45	September		985.69	772.18	466.77	188.66	2,713.87
	657.58	2,778.22	712.45	338.84	470.52	1,198.08		5,439.47	5,186.01	2,067.30	870.99	1,383.60	
	1,626.56	6,670.97	4,732.80	949.19	2,662.29	963.81		4,890.58	4,827.34	3,894.70	5,016.64	999.58	
	641.62	2,530.21	4,074.50	9,631.68	3,309.44	647.44		2,727.80	2,168.47	2,679.82	5,218.07	969.65	
	3,875.06	786.63	2,324.82	5,753.80	3,267.60	738.96			712.23	4,281.46	4,416.91	4,254.94	
	2,934.35	1,241.80	1,067.87	1,558.27	7,571.44	2,025.84			2,332.14	2,529.21	853.66	2,092.45	
	3,259.45	3,221.94	2,413.31	603.40	1,082.75	3,644.41					887.17	2,736.15	
	2,226.26	1,440.49	1,989.90		573.60	3,886.47						1,904.52	
	1,842.27	684.16	788.00		595.31	4,517.33						1,968.33	
	1,958.44	969.07	2,306.85		1,347.03	915.06							
					768.52	606.13							
<b>Month Total</b>	<b>19,269.96</b>	<b>21,729.30</b>	<b>20,906.11</b>	<b>19,935.92</b>	<b>26,538.19</b>	<b>23,540.98</b>	<b>Month Total</b>	<b>-</b>	<b>14,043.54</b>	<b>15,998.37</b>	<b>15,919.26</b>	<b>17,452.10</b>	<b>19,023.09</b>



HATFIELD BOROUGH  
Berkheimer Comparative  
2016-2021 Earned Income Tax

(Report as of 8/11/2022)

Month	2022	2021	2020	2019	2018	2017	Month	2022	2021	2020	2019	2018	2017
<b>YTD Total</b>	<b>115,863.11</b>	<b>111,228.31</b>	<b>107,948.24</b>	<b>105,365.37</b>	<b>101,609.79</b>	<b>98,584.28</b>	<b>YTD Total</b>	<b>265,819.26</b>	<b>324,891.94</b>	<b>324,237.38</b>	<b>326,452.00</b>	<b>318,997.99</b>	<b>314,606.74</b>
April	1,870.53	536.24	1,027.46	1,031.04	1,338.50	558.79	October		2,377.93	609.87	2,348.14	904.13	329.69
	313.47	806.74	723.41	1,847.21	912.30	632.62			538.51	1,738.74	261.22	1,298.78	1,184.44
	568.00	1,055.19	740.23	722.22	512.40	1,002.59			713.11	759.95	523.41	507.60	533.14
	1,210.64	1,634.74	2,858.30	2,373.57	537.87	1,897.36			1,485.07	2,555.52	1,716.83	2,112.50	863.47
	1,382.41	2,774.38	1,355.13	933.47	2,859.64	1,764.81			1,613.33	1,133.62	2,523.08	501.20	620.96
	2,075.59	2,051.28	4,655.27	594.25	3,930.29	3,981.60			1,191.30			1,083.69	1,301.82
	2,151.54	868.91		1,000.01		2,064.33			2,265.95			2,521.28	832.92
	2,851.71	1,148.07		1,372.78		1,416.28			2,332.25				2,120.74
	2,427.63			4,087.56		2,344.64			3,735.80				
	2,194.57					566.28							
<b>Month Total</b>	<b>17,046.09</b>	<b>10,875.55</b>	<b>11,359.80</b>	<b>13,962.11</b>	<b>10,091.00</b>	<b>16,229.30</b>	<b>Month Total</b>	<b>-</b>	<b>16,253.25</b>	<b>6,797.70</b>	<b>7,372.68</b>	<b>8,929.18</b>	<b>7,787.19</b>
<b>YTD Total</b>	<b>132,909.20</b>	<b>122,103.86</b>	<b>119,308.04</b>	<b>119,327.48</b>	<b>111,700.79</b>	<b>114,813.58</b>	<b>YTD Total</b>	<b>265,819.26</b>	<b>341,145.19</b>	<b>331,035.08</b>	<b>333,824.68</b>	<b>327,927.17</b>	<b>322,393.93</b>
May	4,459.17	1,188.18	1,911.19	2,763.50	2,063.67	2,005.43	November		1,336.32	2,777.41	1,569.44	4,903.59	1,768.92
	1,765.84	3,580.10	2,579.52	7,579.38	2,437.85	2,109.65			2,617.40	1,732.81	2,268.14	1,625.24	1,737.62
	1,748.54	2,678.53	2,859.13	1,763.69	4,620.35	2,423.11			2,526.80	874.72	818.68	3,145.82	2,667.23
	2,575.59	4,367.02	2,845.53	2,027.48	1,778.76	1,382.77			2,168.99	4,203.85	2,397.84	3,656.73	3,281.28
	5,949.59	2,494.40	5,645.72	4,147.01	3,357.84	5,056.97			3,060.98	6,702.32	4,520.15	4,768.69	6,268.07
	6,157.15	6,748.51	18,479.47	7,949.59	1,226.35	729.16			2,349.77	7,316.81	3,334.51	7,437.73	2,217.37
	2,148.79	6,484.23	7,738.65	8,653.93	3,876.62	3,937.87			4,210.67	4,442.98	3,381.56	10,469.84	3,185.12
	7,045.81	5,750.03	3,788.42	4,299.39	1,262.14	1,727.57			5,545.46	10,961.95	2,643.88	9,624.91	3,675.75
	3,065.62	4,046.08	2,642.49	3,555.35	5,090.04	3,435.49			3,304.73	4,260.51	7,852.77	5,206.41	10,095.62
	5,923.99	5,506.50	8,941.10	6,754.05	5,949.56	4,578.07			15,209.01	9,768.05	4,072.46	3,705.72	12,228.45
	18,540.07	3,706.88	7,561.21	12,334.81	7,191.94	5,156.64			8,007.43	4,132.62	10,653.14	3,977.15	4,714.78
	6,503.78	3,567.78	2,400.69	5,969.28	8,073.18	5,319.41			2,132.28	2,736.33	2,409.28	3,144.20	4,704.94
	6,660.43	2,235.76	5,726.76	4,123.29	8,706.53	2,826.37			7,163.09	2,172.42	6,616.07	5,863.74	1,858.50
	1,471.61	7,804.52		11,393.38	1,883.10	3,340.12			3,819.24	7,410.22	4,281.24	2,708.89	3,594.22
	7,016.30	4,180.55			3,029.22	6,176.53			3,303.78	5,745.19	3,932.62	2,800.94	3,091.83
	3,351.15	2,707.44			2,291.71	1,914.90			6,288.34		10,793.56	1,395.09	1,862.68
	3,067.50	1,524.99			4,593.12	6,182.51					2,496.96		
	5,787.70	13,490.65			4,876.07	4,548.79							
		2,709.41				13,473.36							
						5,197.01							
<b>Month Total</b>	<b>93,238.63</b>	<b>84,771.56</b>	<b>73,119.88</b>	<b>83,314.13</b>	<b>72,308.05</b>	<b>81,521.73</b>	<b>Month Total</b>	<b>-</b>	<b>73,044.29</b>	<b>75,238.19</b>	<b>74,042.30</b>	<b>74,434.69</b>	<b>66,952.38</b>
<b>YTD Total</b>	<b>226,147.83</b>	<b>206,875.42</b>	<b>192,427.92</b>	<b>202,641.61</b>	<b>184,008.84</b>	<b>196,335.31</b>	<b>YTD Total</b>	<b>265,819.26</b>	<b>414,189.48</b>	<b>406,273.27</b>	<b>407,866.98</b>	<b>402,361.86</b>	<b>389,346.31</b>
June	749.82	1,854.95	3,220.50	2,713.22	10,891.42	502.71	December		1,050.17	410.13	2,714.23	3,352.11	2,451.21
	1,451.89	719.21	577.58	1,216.36	2,456.00	626.15			1,162.50	1,005.12	4,944.30	1,486.54	1,810.39
	821.85	938.37	590.96	3,154.10	943.66	910.73			623.74	2,575.16	3,451.39	3,390.81	803.03
	779.03	6,367.26	3,746.29	3,972.34	1,977.77	614.98			549.87	6,791.38	3,114.23	4,611.90	801.02
	922.16	4,549.27	4,143.04	3,190.49	5,675.44	5,826.90			6,957.47	4,079.92	658.42	1,867.02	1,778.84
	3,719.00	3,905.34	3,179.13	726.06	1,490.64	4,996.09			4,385.64	3,129.30	1,843.41	2,310.93	3,516.86
	2,593.17	1,122.69	2,157.65	3,438.34	2,388.63	3,421.25			1,974.99	1,123.08			5,665.69
	3,000.31	596.68	3,345.94		882.36	846.73			1,126.54				2,105.04
	3,194.42		658.85		4,864.75	1,711.94							1,040.59
	3,129.95												179.14
<b>Month Total</b>	<b>20,361.60</b>	<b>20,053.77</b>	<b>21,619.94</b>	<b>18,410.91</b>	<b>31,570.67</b>	<b>19,457.48</b>	<b>Month Total</b>	<b>-</b>	<b>17,830.92</b>	<b>19,114.09</b>	<b>16,725.98</b>	<b>17,019.31</b>	<b>20,151.81</b>
<b>YTD Total</b>	<b>246,509.43</b>	<b>226,929.19</b>	<b>214,047.86</b>	<b>221,052.52</b>	<b>215,579.51</b>	<b>215,792.79</b>	<b>Grand Total</b>	<b>265,819.26</b>	<b>432,020.40</b>	<b>425,387.36</b>	<b>424,592.96</b>	<b>419,381.17</b>	<b>409,498.12</b>



HATFIELD BOROUGH  
Berkheimer Comparative  
2015 - 2021 LST TAX

(Report as of 8/11/2022)

Month	2022	2021	2020	2019	2018	2017	Month	2022	2021	2020	2019	2018	2017
January	332.14	93.44	168.99	33.72	15.58	56.20	July	106.14	377.25	27.49	524.30	259.31	76.64
					508.63			537.61	632.68	593.29		727.57	607.02
								910.77					
<b>Month Total</b>	<b>332.14</b>	<b>93.44</b>	<b>168.99</b>	<b>33.72</b>	<b>524.21</b>	<b>56.20</b>	<b>Month Total</b>	<b>643.75</b>	<b>1,920.70</b>	<b>620.78</b>	<b>524.30</b>	<b>986.88</b>	<b>683.66</b>
<b>YTD Total</b>	<b>332.14</b>	<b>93.44</b>	<b>168.99</b>	<b>33.72</b>	<b>524.21</b>	<b>56.20</b>	<b>YTD Total</b>	<b>24,431.35</b>	<b>21,978.62</b>	<b>19,393.79</b>	<b>20,939.03</b>	<b>20,771.05</b>	<b>18,298.78</b>
February	1,403.93	436.37	350.79	576.73	672.03	468.04	August	820.39	615.85	15.72	988.39	1,021.80	445.60
	600.29	1,364.20	900.92	748.10				816.85	582.08	1,073.14	681.02		
	794.83	4,918.01	500.10	995.27	1,668.98	1,330.23		1,041.91	4,919.27	6,412.04	1,285.27	700.94	1,127.18
	5,118.23	1,371.18	611.10	653.32	2,770.93	696.91			1,707.15	774.35	6,305.29	2,969.69	1,063.01
	1,417.42	865.50	1,042.25	2,319.88	2,590.00						567.04	2,500.79	2,549.94
		528.58	4,235.56	2,607.58	254.47							2,480.47	2,285.24
<b>Month Total</b>	<b>9,334.70</b>	<b>9,483.84</b>	<b>7,640.72</b>	<b>7,900.88</b>	<b>7,956.41</b>	<b>2,495.18</b>	<b>Month Total</b>	<b>2,679.15</b>	<b>7,824.35</b>	<b>8,275.25</b>	<b>9,827.01</b>	<b>9,673.69</b>	<b>9,242.60</b>
<b>YTD Total</b>	<b>9,666.84</b>	<b>9,577.28</b>	<b>7,809.71</b>	<b>7,934.60</b>	<b>8,480.62</b>	<b>2,551.38</b>	<b>YTD Total</b>	<b>27,110.50</b>	<b>29,802.97</b>	<b>27,669.04</b>	<b>30,766.04</b>	<b>30,444.74</b>	<b>27,541.38</b>
March	1,676.71	714.70	1,676.03	2,341.35	763.13	1,261.86	September		792.30	463.51	315.28	376.14	214.19
	719.06			25.47	81.55	840.11			285.87				431.32
						2,619.22							
						1,419.36							
<b>Month Total</b>	<b>2,395.77</b>	<b>714.70</b>	<b>1,676.03</b>	<b>2,366.82</b>	<b>844.68</b>	<b>6,140.55</b>	<b>Month Total</b>	<b>-</b>	<b>1,078.17</b>	<b>463.51</b>	<b>315.28</b>	<b>376.14</b>	<b>645.51</b>
<b>YTD Total</b>	<b>12,062.61</b>	<b>10,291.98</b>	<b>9,485.74</b>	<b>10,301.42</b>	<b>9,325.30</b>	<b>8,691.93</b>	<b>YTD Total</b>	<b>27,110.50</b>	<b>30,881.14</b>	<b>28,132.55</b>	<b>31,081.32</b>	<b>30,820.88</b>	<b>28,186.89</b>
April	34.39		60.43	196.71	352.66	240.48	October		311.77	146.06	63.69	330.79	
				509.66	584.34	847.76			734.10	634.69		556.04	
										53.07			
<b>Month Total</b>	<b>34.39</b>	<b>-</b>	<b>60.43</b>	<b>706.37</b>	<b>937.00</b>	<b>1,088.24</b>	<b>Month Total</b>	<b>-</b>	<b>1,045.87</b>	<b>833.82</b>	<b>63.69</b>	<b>886.83</b>	<b>0.00</b>
<b>YTD Total</b>	<b>12,097.00</b>	<b>10,291.98</b>	<b>9,546.17</b>	<b>11,007.79</b>	<b>10,262.30</b>	<b>9,780.17</b>	<b>YTD Total</b>	<b>27,110.50</b>	<b>31,927.01</b>	<b>28,966.37</b>	<b>31,145.01</b>	<b>31,707.71</b>	<b>28,186.89</b>
May	302.48	460.51	402.30	905.86	1,173.10	51.09	November		919.18	1,607.87	964.30	1,036.52	1,038.18
	630.75	1,692.90	1,275.28	375.32	1,797.10	1,280.28			818.70	1,716.84	955.64	1,201.68	556.11
	1,636.87	517.49	521.37	752.26	2,818.16	1,661.39			1,731.16	4,065.74	4,150.70	2,863.12	1,048.94
	4,688.75	5,320.14	3,739.00	2,351.25	1,540.23	2,587.86			4,311.42	827.46	962.79	1,440.98	1,023.72
	1,415.42	715.32	2,047.16	2,961.22	566.94						1,791.10	1,364.69	1,364.69
	1,642.82	7.86	575.37	669.24							200.36	2,586.01	2,586.01
			107.68	683.76									1,676.30
<b>Month Total</b>	<b>10,317.09</b>	<b>8,714.22</b>	<b>8,668.16</b>	<b>8,698.91</b>	<b>7,895.53</b>	<b>5,580.62</b>	<b>Month Total</b>	<b>-</b>	<b>7,780.46</b>	<b>8,217.91</b>	<b>9,024.89</b>	<b>6,542.30</b>	<b>9,293.95</b>
<b>YTD Total</b>	<b>22,414.09</b>	<b>19,006.20</b>	<b>18,214.33</b>	<b>19,706.70</b>	<b>18,157.83</b>	<b>15,360.79</b>	<b>YTD Total</b>	<b>27,110.50</b>	<b>39,707.47</b>	<b>37,184.28</b>	<b>40,169.90</b>	<b>38,250.01</b>	<b>37,480.84</b>
June	141.38	536.24	558.68	77.62	1,626.34	1,529.82	December		1,677.02	13.76		474.53	97.30
	521.24	515.48		630.41		209.35			26.53				
	710.89					515.16			585.76				
<b>Month Total</b>	<b>1,373.51</b>	<b>1,051.72</b>	<b>558.68</b>	<b>708.03</b>	<b>1,626.34</b>	<b>2,254.33</b>	<b>Month Total</b>	<b>-</b>	<b>2,289.31</b>	<b>13.76</b>	<b>0.00</b>	<b>474.53</b>	<b>97.30</b>
<b>YTD Total</b>	<b>23,787.60</b>	<b>20,057.92</b>	<b>18,773.01</b>	<b>20,414.73</b>	<b>19,784.17</b>	<b>17,615.12</b>	<b>Grand Total</b>	<b>27,110.50</b>	<b>41,996.78</b>	<b>37,198.04</b>	<b>40,169.90</b>	<b>38,724.54</b>	<b>37,578.14</b>

**6. REPORTS AND CORRESPONDENCE:**

**Monthly YTD Report**



**Combination of Funds 2022  
YTD as of July 31, 2022**

	Revenues	Expenses	Budgeted			
			Revenues	% Revenues Received	Expenses	% Expenses Used
January	\$393,834.39	\$545,824.64	\$8,385,900.00	4.70%	\$8,443,384.00	6.46%
February	555,741.81	529,583.77	\$8,385,900.00	6.63%	\$8,443,384.00	6.27%
March	535,251.11	329,696.63	\$8,385,900.00	6.38%	\$8,443,384.00	3.90%
April	497,053.24	511,829.57	\$8,385,900.00	5.93%	\$8,443,384.00	6.06%
May	510,356.13	436,417.87	\$8,385,900.00	6.09%	\$8,443,384.00	5.17%
June	792,204.86	530,111.59	\$8,385,900.00	9.45%	\$8,443,384.00	6.28%
July	571,420.06	589,768.58	\$8,385,900.00	6.81%	\$8,443,384.00	6.98%
August			\$8,385,900.00		\$8,443,384.00	
September			\$8,385,900.00		\$8,443,384.00	
October			\$8,385,900.00		\$8,443,384.00	
November			\$8,385,900.00		\$8,443,384.00	
December			\$8,385,900.00		\$8,443,384.00	
<b>Total</b>	<b>\$3,855,861.60</b>	<b>\$3,473,232.65</b>		<b>45.98%</b>		<b>41.14%</b>

**6. REPORTS AND CORRESPONDENCE:**

**Police Department Report**

**The Hatfield Police Department's  
monthly report to the  
Council of the Borough of Hatfield**



**August 15, 2022**

**Submitted by Lt. Jane E. Robertson**

## Hatfield Police Report for Borough Council

7/17/2022 through 8/14/2022

### Activity in brief



- 364 agency cases originated in Hatfield Borough
- 19 traffic stops were conducted
- 50 incidents were handled in the Borough's core district
- 169 Borough patrols were conducted
- 30 selective enforcements were conducted
- 9 traffic citations were issued
- 12 traffic warnings were issued
- 1 crash was investigated
- 10 building overnight checks ("NightEyes") were completed

**Extortion:** On August 10 at about midnight., officers took a report from a borough resident who reported sending compromising photos of themselves to a person over the internet and the resident was now being extorted regarding the public release of these photos. The case is currently under investigation.

**DUI:** On August 6 at about 9 a.m., officers responded to Jade Drive for a report of a male passed out in the driver's seat of a vehicle, which was still running with the gear in "drive" and the driver had his foot on the brake. Officers determined the male was DUI and he was subsequently taken into custody and transported to Lansdale Hospital where he was released to their care. Charges are pending the lab results.

**Attempted Fraud:** On July 21 at about 10:35 a.m., officers responded to a residence on North Wayne Avenue and spoke with a resident who advised she had received a call from a person pretending to be her grandson advising he was at the hospital with a broken nose. The resident, recognizing this was the M.O. for a scam, hung up on the caller as she knew it was not her grandson.

**Public drunkenness:** On August 10 at about 2:50 a.m., officers responded to the 200 block of Chestnut Street for a report of a male who was found unconscious on the ground in front of a parked car. Officers determined the male was extremely intoxicated and he was taken into custody and lodged at Lansdale PD until sober.

**Disturbance:** On August 11 about 5 p.m., officers responded to the 300 block of West Broad Street for a road rage incident, which resulted after a vehicle cut off another vehicle and both cars then proceeded along Forty Foot Road through West Broad Street, taking turns going around then pulling in front of each other as they went eastbound. The incident ended with one driver getting out of the vehicle and confronting the other. Both operators were spoken to about their actions.

**Suspicious Person:** On July 17 at about 7 p.m., officers responded to the Hatfield Laundromat on West Broad Street for a report of a male in a "Covid mask" taking pictures of passersby. The male was gone upon police arrival.

**Suspicious Circumstance:** On July 19 at about 1:20 p.m., officers responded to a residence on Penn Street as a resident wished to report that an unknown male has been caught on her surveillance cameras multiple times coming onto her porch late at night and taking the cigarette butts from her ashtray. Officers recognized the male on the video and spoke to him, warning him about his actions.

**HATFIELD BOROUGH**

Agency Activity Report

By Agency Code

From Date: 7/17/2022 To Date: 8/14/2022

Report Date: 8/15/2022 4:58:40 PM

<b>CFS Code</b>	<b>Description</b>	<b>Total Events</b>	<b>0000-0800</b>	<b>0801-1600</b>	<b>1601-2400</b>
1130	FRAUD ALL OTHERS	1	0	1	0
2040	FAMILY OFFENSES - DOMESTIC	2	0	1	1
2111	DUI-ALCOHOL/UNDER INFL	1	0	1	0
2310	PUBLIC INTOXICATION / DRUNKENESS	1	1	0	0
2420	DISORDERLY CONDUCT / HARASSMENT	1	0	0	1
2610	BLACKMAIL/EXTORTION	1	1	0	0
2640	MUN ORD VIOLATIONS	2	0	1	1
2654	DISTURBANCE	4	1	0	3
2660	TRESPASSING	2	0	2	0
4012	GAS LEAKS/EXPLOSIONS GENERAL POLICE	1	0	1	0
4018	STREET LIGHTS-OUT/REPAIRS	1	1	0	0
4021	SUSPICIOUS ACTIVITY	5	2	1	2
4022	SUSPICIOUS PERSON	1	1	0	0
4051	ALARM BURGLARY OR HOLD UP RESIDENCE	1	0	1	0
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	1	0	1	0
4100	ALARMS (FIRE ALARMS)	1	0	1	0
4161	FUMES - ODOR UNKNOWN / STRANGE INSIDE BLD	1	0	0	1
4504	ATTEMPTED SUICIDES	1	0	0	1
4510	UNATTENDED DEATHS	1	0	0	1
5004	FOUND ARTICLES	2	0	2	0
5506	LOST / FOUND / STRAY ANIMALS	1	0	0	1
5510	ANIMAL COMPLAINTS ALL	3	2	0	1
6016	NON REPORTABLE MV CRASH	1	0	1	0
6305	SELECTIVE ENFORCEMENT TRAFFIC	30	6	15	9
6308	TRAFFIC MV COMPLAINT	2	0	1	1
6310	TRAFFIC ENFORCE / STOP	20	3	11	6
6335	TRAFFIC HAZARD	1	0	0	1
6336	DISABLED MV	1	1	0	0
6510	PARKING ENFORCEMENT	17	6	7	4
6612	SIGNALS SIGNS OUT	1	1	0	0
7002	BUILDING CHECK	10	8	0	2
7003	PROPERTY CHECK / AREA CHECK	2	0	0	2
7008	MEDICAL ASSISTANCE	20	6	8	6
7014	OTH PUB SERV/WELFARE CHK	5	1	2	2
7015	ASSIST CITIZEN	2	0	1	1



# HATFIELD BOROUGH

Agency Activity Report

By Agency Code

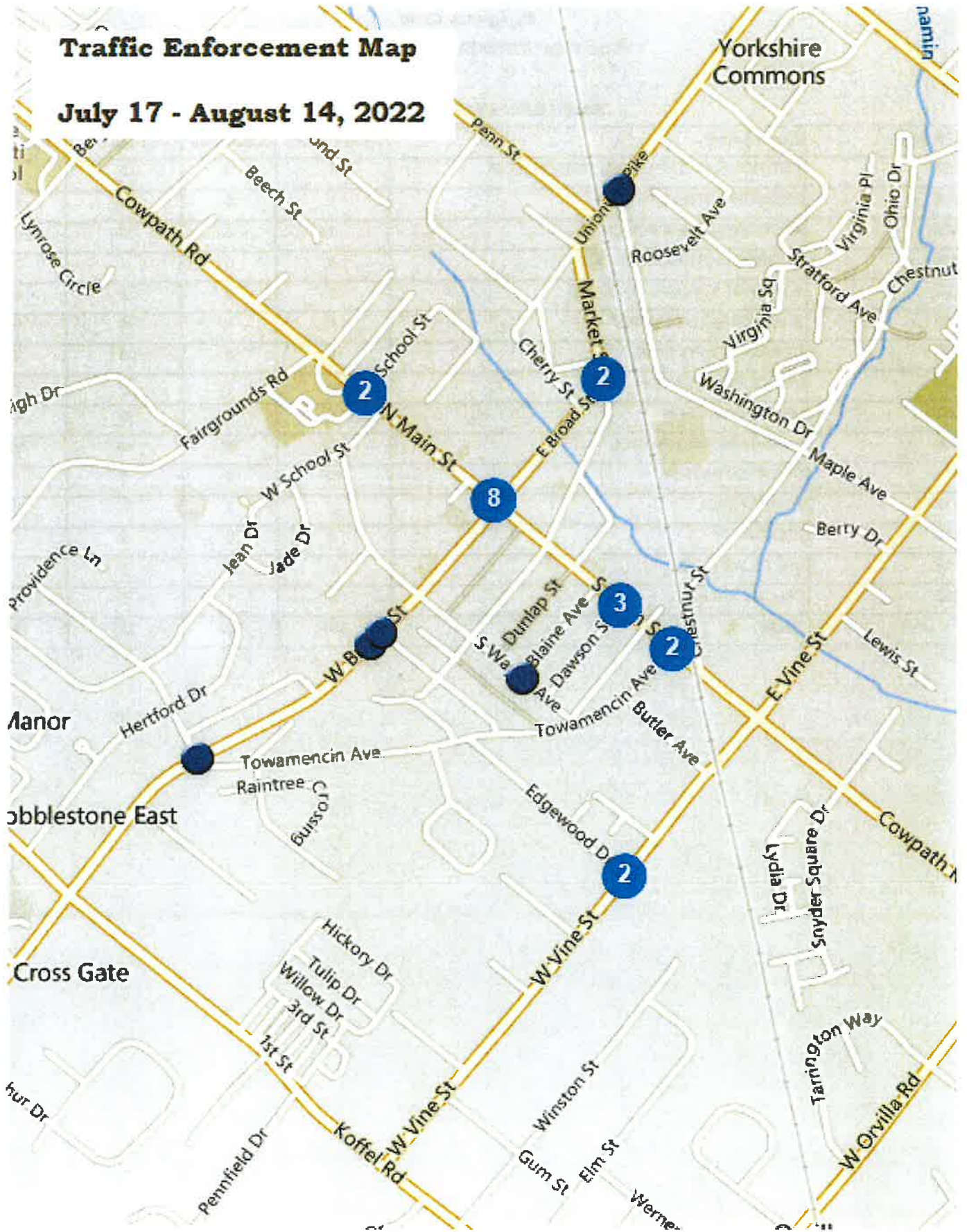
From Date: 7/17/2022 To Date: 8/14/2022

Report Date: 8/15/2022 4:58:40 PM

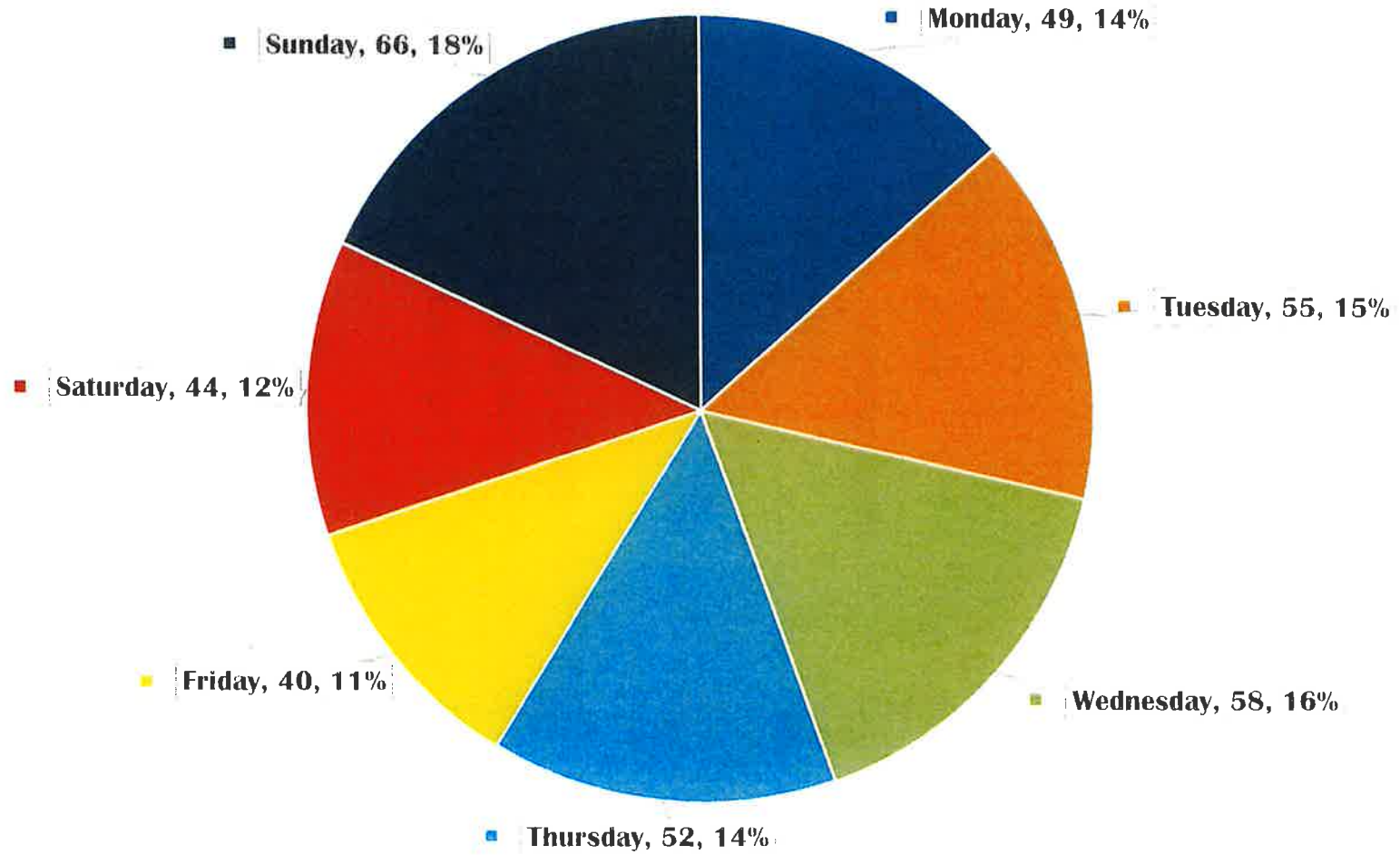
<b>CFS Code</b>	<b>Description</b>	<b>Total Events</b>	<b>0000-0800</b>	<b>0801-1600</b>	<b>1601-2400</b>
7025	EMOTIONALLY DISTURBED PERSON (EDP)	1	0	0	1
7502	ASSISTING-FIRE DEPT	1	0	1	0
7504	ASSISTING-OTHER POLICE DP	1	0	0	1
7506	ASSISTING-OTHER AGENCIES	1	0	1	0
8252	WARRANT ATTEMPT TO SERVE	2	0	2	0
9002	ADMINISTRATIVE DUTIES	1	1	0	0
9003	COMMUNITY POLICING	1	0	0	1
9020	POLICE INFORMATION	8	1	5	2
9052	PFA INFORMATION	1	1	0	0
9065	NEIGHBORHOOD PATROL	169	66	45	58
9071	DIRECTED PATROL	12	9	0	3
9112	FOOT PATROL	2	2	0	0
9115	FOLLOW UP	9	0	5	4
9119	CHILD LINE / CYS	1	0	0	1
9989	CALL BY PHONE	7	1	5	1
	<b>Total:</b>	364	122	123	119

# Traffic Enforcement Map

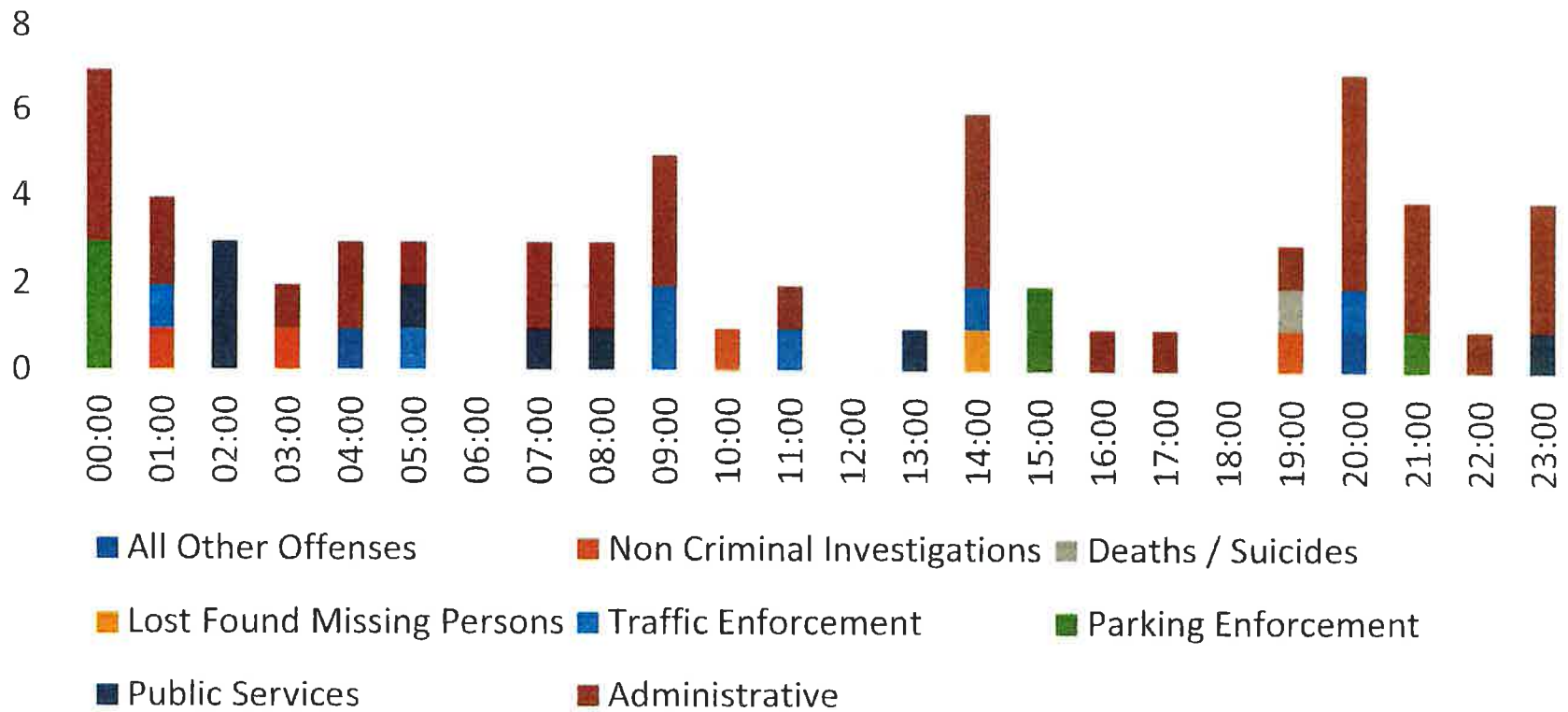
July 17 - August 14, 2022



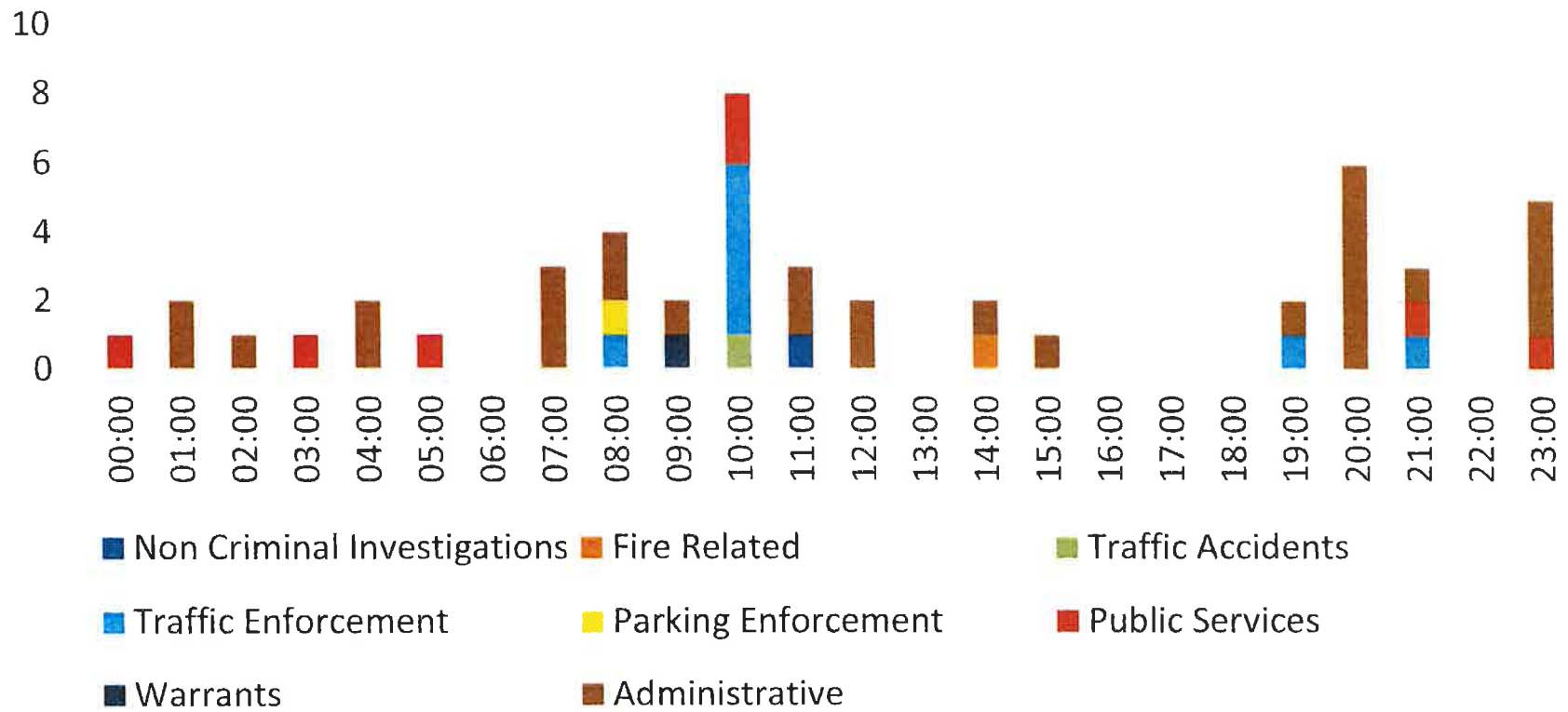
### Call volume by days of the week - July 17-August 14, 2022



## Sunday - 66 incidents

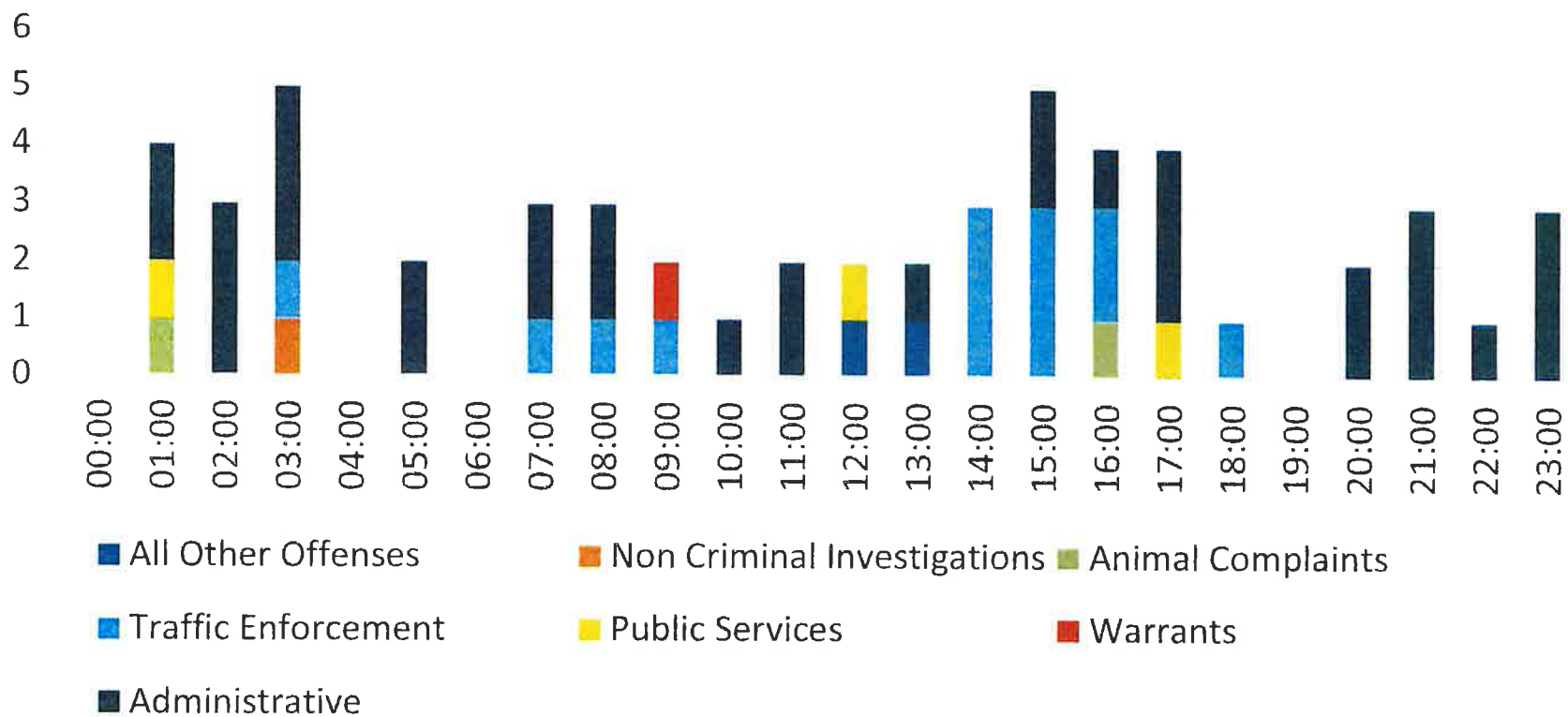


# Monday - 49 incidents





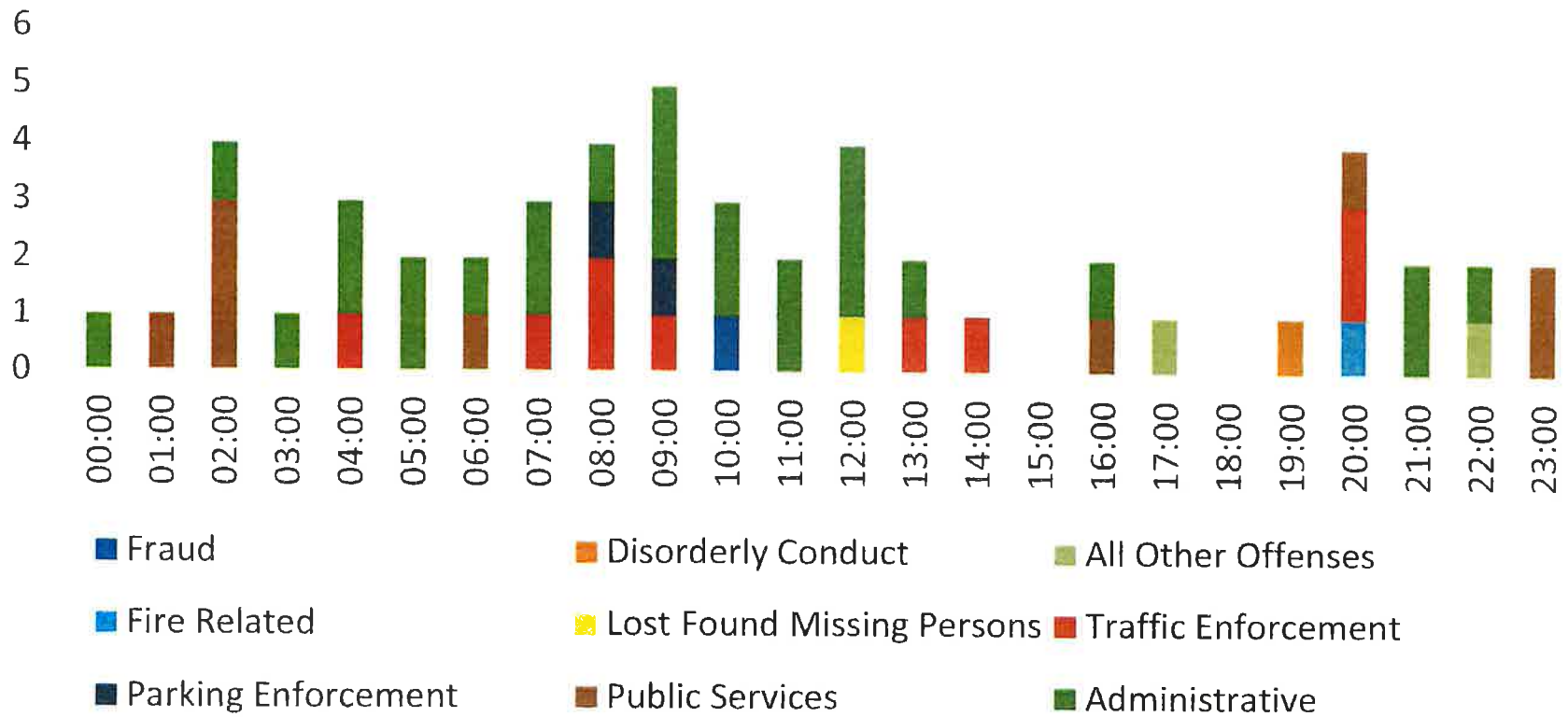
## Tuesday - 55 incidents







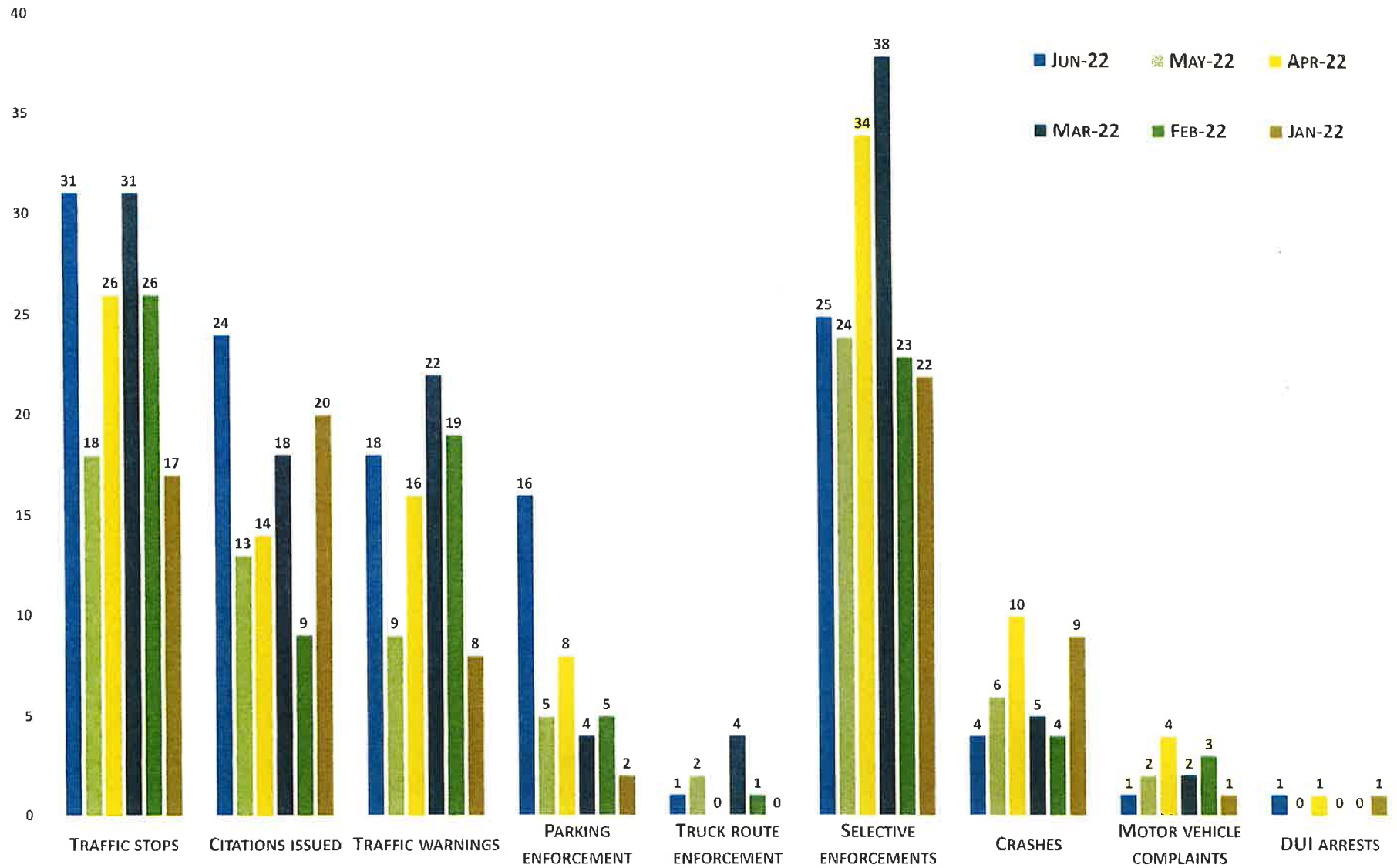
# Thursday - 52 incidents





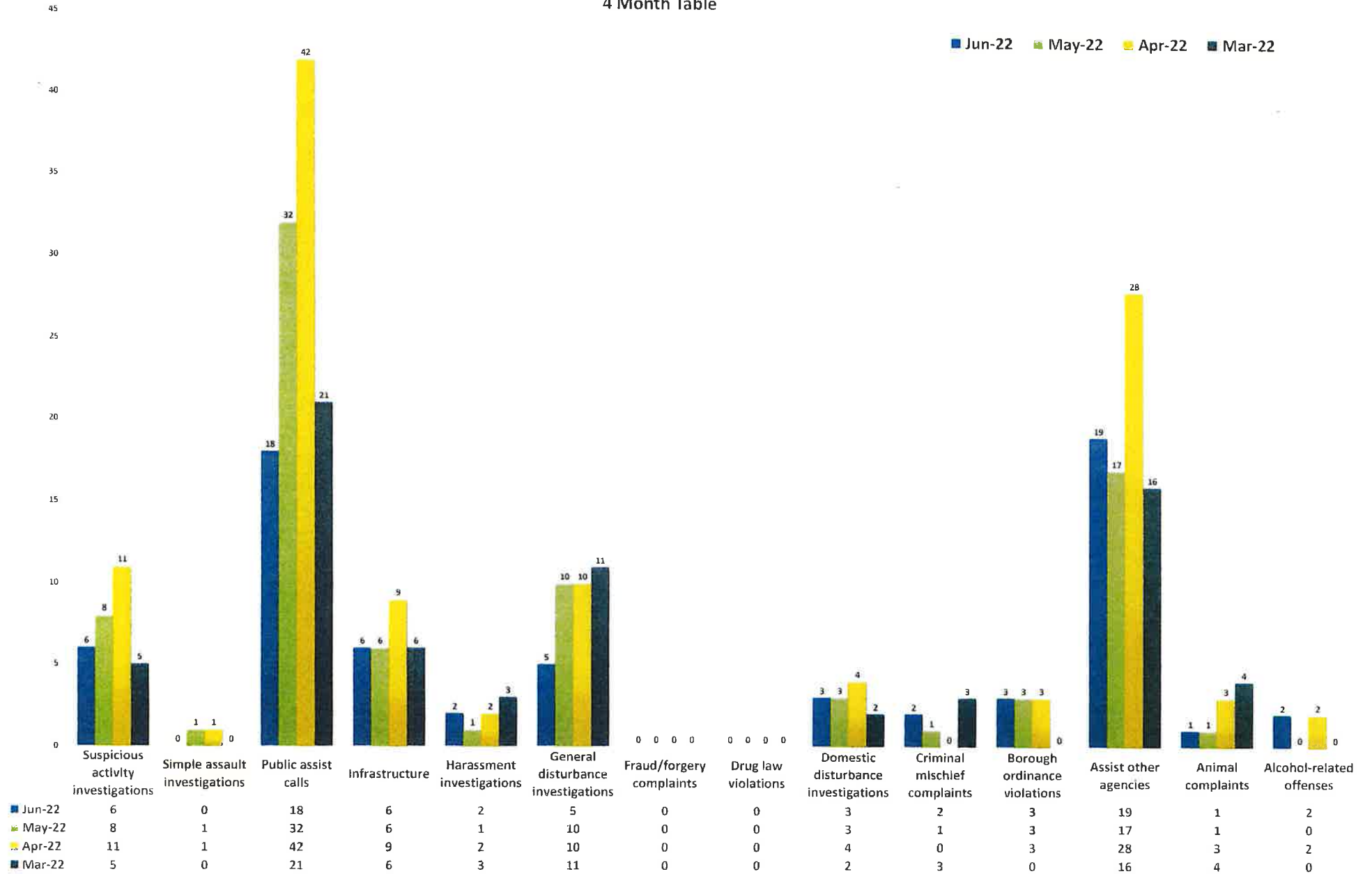


## TRAFFIC ACTIVITY AND TRENDS 6 MONTH TABLE

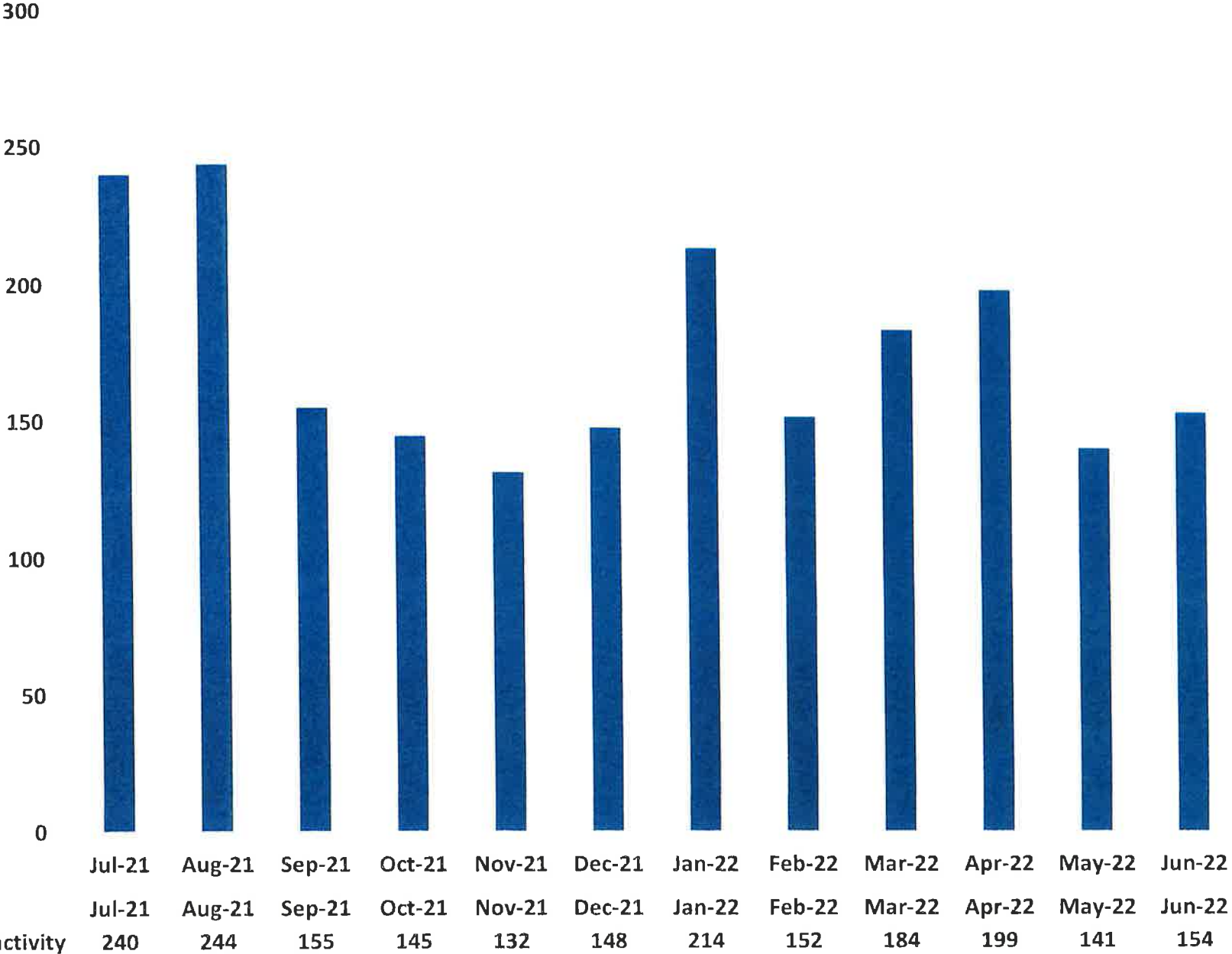


	JUN-22	MAY-22	APR-22	MAR-22	FEB-22	JAN-22
TRAFFIC STOPS	31	18	26	31	26	17
CITATIONS ISSUED	24	13	14	18	9	20
TRAFFIC WARNINGS	18	9	16	22	19	8
PARKING ENFORCEMENT	16	5	8	4	5	2
TRUCK ROUTE ENFORCEMENT	1	2	0	4	1	0
SELECTIVE ENFORCEMENTS	25	24	34	38	23	22
CRASHES	4	6	10	5	4	9
MOTOR VEHICLE COMPLAINTS	1	2	4	2	3	1
DUI ARRESTS	1	0	1	0	0	1

### Call for Service Activities & Trends 4 Month Table

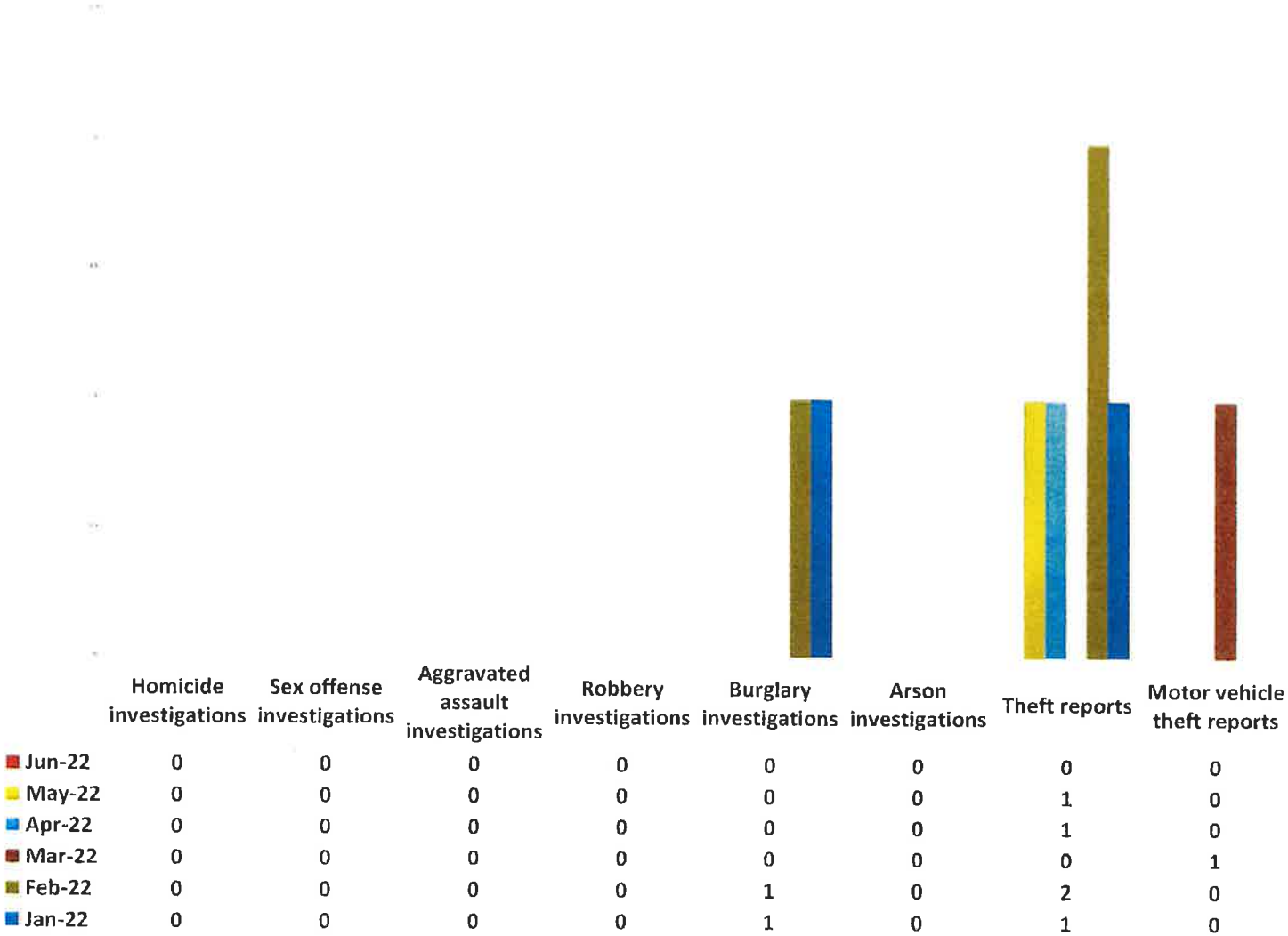


### Borough Patrol activity



■ Borough Patrol activity

# Part 1 Offenses





## **6. REPORTS AND CORRESPONDENCE:**

### **Fire Department Report**

## **6. REPORTS AND CORRESPONDENCE:**

### **EMS Report**



Filters **Scene Zone** MONTGOMERY - HATFIELD BOROUGH (46929) | **Months in ESO Record Created Date** Last Month

TOTAL ZONE CALLS: **18**

TOTAL VMSC CALLS: **966**

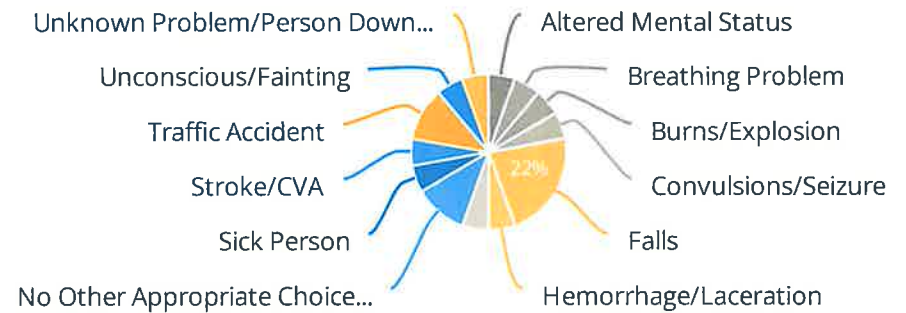
Average ... **71.83**

Average Re... **07m:33s**

Top 5 Call Types

Type of Incident	#
Falls	4
Traffic Accident	2
No Other Appropriate Choice	2
Altered Mental Status	1
Breathing Problem	1

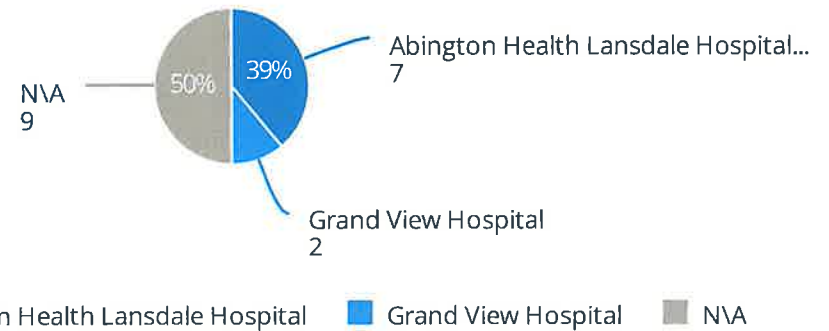
Dispatched Complaint Percentages



Call Disposition

Disposition	#
Transported No Lights/Siren	8
Patient Refused Evaluation/Care (Without Transport)	4
Cancelled on Scene/No Patient Found	2
Cancelled (No Patient Contact)	1
Transported Lights/Siren	1
Assist, Unit	1
Patient Treated, Released (AMA)	1

Hospital Transports



**6. REPORTS AND CORRESPONDENCE:**

**Public Works Department Report**

Stephen S. Fickert Jr

Public Works Director/Report for July, 2022

Friday, July 1, 2022

- Cut grass at various locations
- Spread top soil, seed, & straw around concrete pads at Heritage Park
- Collected trash from parks & buildings
- Ran the brush hog at the Scout Cabin
- Ed off
- Derik off
- Steve off

Saturday, July 2, 2022

Sunday, July 3, 2022

Monday, July 4, 2022

- Off for Independence Day

Tuesday, July 5, 2022

- Saw cut excavation limits on Jade Dr
- Set out Temporary No Parking signs on N Maple Ave for electrical work on Wednesday
- Stock piled stone at PW shop
- Steve off
- Ed off

Wednesday, July 6, 2022

- Worked with Eddie's Electric fixing street lights and a house service
- Started storm sewer replacement on Jade Dr

Thursday, July 7, 2022

- Continued replacing storm sewer pipes on Jade Dr
- Carr & Duff came in to work with PowerSecure on the Behind the Meter Generator commissioning



Friday, July 8, 2022

- Collected trash from parks & buildings
- Continued replacing storm sewer pipes on Jade Dr

Saturday, July 9, 2022

Sunday, July 10, 2022

Monday, July 11, 2022

- Sprayed weeds along ROW's
- Collected trash from parks & buildings

Tuesday, July 12, 2022

- Sprayed weeds along ROW's
- Sprayed weeds in the parks
- Hauled fill dirt to the quarry

Wednesday, July 13, 2022

- Sprayed weeds along ROW's
- Hauled fill dirt to the quarry

Thursday, July 14, 2022

- Cut grass at various location
- Greased backhoe
- Marked PA 1 Calls

Friday, July 15, 2022

- Cut grass at various location
- Swept Street
- Hauled fill dirt to the quarry
- Stock piled stone at PW shop
- Collected trash from parks & buildings
- Marked PA 1 Calls

Saturday, July 16, 2022

Sunday, July 17, 2022

Monday, July 18, 2022

- Continued replacing storm sewer pipes on Jade Dr
- Ed off

Tuesday, July 19, 2022

- Continued replacing storm sewer pipes on Jade Dr
- Ed off

Wednesday, July 20, 2022

- Stock piled Tot Lot mulch at the PW shop
- Stock piled stone at PW shop
- Washed and greased trucks
- Ed off

Thursday, July 21, 2022

- Took 57-9 to Plasterer Equipment to repair a leaking hydraulic cylinder
- Replaced the blades on the zero turn mowers
- Ed off

Friday, July 22, 2022

- Swept Streets
- Worked with Eddie's Electric installing electric service for Firehouse Flashers & replacing street lights
- Ed off
- Jack off

Saturday, July 23, 2022

Sunday, July 24, 2022

Monday, July 25, 2022

- Collected trash from parks & buildings
- Changed air filters in the Administration building
- Pulled weeds in the tot-lots
- Replaced broken & missing fence post caps at the Historic Municipal Building
- Jack off

Tuesday, July 26, 2022

- Dropped off the Compact Utility tractor for repairs
- Sprayed weeds along ROW & parks
- Saw cut around storm sewer inlets for replacement
- Jack off

Wednesday, July 27, 2022

- Swept streets
- Cut down brush blocking visibility at Main St & Chestnut St
- Trimmed shrubs at Memorial Park
- Jack off

Thursday, July 28, 2022

- Pulled weeds in tot-lots
- Responded to power outage
- Dropped off mower at Littles John Deere for repairs
- Greased the sweeper
- Sprayed weeds along the Liberty Bell Trail.
- Jack off

Friday, July 29, 2022

- Collected trash from parks & buildings
- Ran the brush hog at various locations
- Picked up the backhoe from Plasterer
- Picked up the zero turn mower from Littles John Deere
- Jack off

Saturday, July 30, 2022

Sunday, July 31, 2022

## **Hatfield Borough Council**

**From:** Stephen S. Fickert

**Subject:** Work accomplished during the month of July, 2022

---

**Parks Maintenance** -Trash was collected at parks & buildings as needed. Cut grass as needed. Pulled weeds in the tot-lots.

**Electric Department**- Worked with Eddie's Electric replacing two house services and fixing street lights. Eddie's Electric installed the service wire for the Firehouse Flashers. Worked with Carr & Duff and Powersecure to energize the Behind the Meter step-up transformer. Commissioning of the generator is expected in mid-August. Responded to a power outage at 31 Columbia Ave.

**Equipment Maintenance** - Greased & power washed equipment as needed. Dropped off the compact utility tractor at Little's for repairs. Dropped off 57-9 at Plasterer Equipment to repair a leaking hydraulic cylinder. Dropped off 57-6 at Kenco to repair a leaking hydraulic manifold. Both 57-9 & 57-6 have been fixed and returned.

**Street Maintenance** - Inlets were cleaned as needed. Marked out PA-1 calls. Replaced/fixed street signs as needed. Street sweeper was sent out to sweep the streets.

**Building Maintenance** - Changed air filters in the administration building.

**Storm/Sanitary Sewer Department** - Started the final stage of the Jade Drive Storm Sewer Replacement Project. Saw cut the road around multiple failing storm sewer inlets to prepare for replacement.

DATE: 7/28/22

POWER OFF: 3:10 am

POWER ON: 11:54 am

PROPERTIES AFFECTED: 31 Columbia Ave

EMPLOYEES RESPONDING: Steve & James

CONTRACTOR CALLED: Bergey's Electric

TIME: 8:26 am

ARRIVED: 10:55 am

CAUSE OF OUTAGE: Tree branches rubbed the insulation off the 2 legs of the tri-plex wire causing them to come in contact with the neutral wire causing arcing and melted the wires.

REPAIRS MADE: Installed a new service wire from the pole to the house.

ADDITIONAL NOTES: The homeowner was advised to have the tree that caused the outage trimmed to prevent this from happening again. Although the homeowners claim they lost power around 3:10 am, they did not call Hatfield until 8am.

**6. REPORTS AND CORRESPONDENCE:**

**Engineering Report**



**6. REPORTS AND CORRESPONDENCE:**

**Zoning Officer, Building Code,  
Property Maintenance Report**

## **Code, Zoning and Fire Safety Report – July 2022**

### **Jamie Snyder's Memorandum List**

Items on the list continue to be monitored.

### **Fire Inspections**

Payments are still being received Scheduling is taking place as applications are received.  
Inspections currently being conducted on Mondays, Wednesdays and Fridays.

### **Resale Inspections (5 Total)**

- (3) Use and Occupancy Certification issued
- (2) Conditional Use and Occupancy Certification issued
- (0) Failed Inspections (not issued)

### **Permits (17 Total Processed)**

- (3) Alteration
- (2) HVAC
- (1) Electrical
- (1) Expand Driveway
- (1) Garage
- (1) Fence
- (2) Deck
- (1) Commercial fit-out

### **Notice of Violations (1 Total new)**

- 65 N Maple Ave– High grass – Still no progress
- 151 E Vine St – storing mulch in floodplain

### **Non-Traffic Citations**

None

### **Notes:**

Submitted by,  
Robert J. Heil  
Code & Zoning Enforcement

**6. REPORTS AND CORRESPONDENCE:**

**Fire Marshal / Fire Safety Inspection  
Report**

## **6. REPORTS AND CORRESPONDENCE:**

### **Pool Advisory Report**

## 7. MANAGERS REPORT:



# Borough of Hatfield

Montgomery County, Pennsylvania

## MANAGER'S REPORT General Report and Projects Update

### 1. Land Use & Development Updates:

- A. Edinburgh Square Subdivision
  - Current construction on all four lots
- B. Bennetts Court Land Development
  - Preliminary / Final Granted by PC
  - Preliminary Granted by Council
- C. 43 Roosevelt Land Development
  - Developers Agreement
- D. SEPTA Property
  - Appraisal
  - Long Term Lease Agreement
- E. 200 N. Main Street (Biblical Seminary)
  - Sketch Plan submitted
  - Applying to Tax Credits for Project
- F. 28 N. Market Street Subdivision
  - Preliminary Final Granted by PC / Council
  - Working on Documents / Reviews needed for recording
- G. 23 N. Main Street
  - Sketch Plan Submitted

### 2. Utility Billing Update:

- Staff continues to monitor Electric & Sewer Past Due accounts. Electric Shut-offs are being scheduled for September.
- Email billing is available for Electric & Sewer Accounts. Please contact the Utilities Department if you are interested in signing up.
- The Electric Customer Portal has been updated. The Portal was restructured with customer input to make it more user-friendly. An updated user guide is available when opening the portal to assist with re-registration. The portal can be accessed from the Borough Website.
- <https://hatf-pa-web.amppartners.org/index.php>
- Please register exactly as it appears on your current billing. Example SMITH, JOHN E.

### 3. 2021 Outstanding Project Updates:

- A. The East Lincoln Avenue Bridge Replacement Project
  - Submitting reimbursement paperwork for the Grant
- B. The Orchard Forest Way CDBG Sanitary Sewer Project
  - Waiting on County to release payment paperwork
- C. CMAQ Grant (Synchronization of Signals)
  - Waiting on PennDOT to connect to the server

401 S. Main Street  
P.O. Box 190  
Hatfield, PA 19440

**Phone:**  
215-855-0781

**Fax:**  
215-855-2075

**Email:**  
admin@  
hatfieldborough.com

**Website:**  
[www.hatfieldborough.com](http://www.hatfieldborough.com)



4. **2022 Project Updates:**

- A. 2022 ADA Ramp & Curb & Ramp Project
  - Projected started Week of August 8<sup>th</sup>
  
- B. 2022 Roadway Resurfacing Project
  - Projected stated date of September 2022
  - Held Pre-Construction Meeting
  
- C. W. Broad Street, E. Broad Street, N. Market H2O / PA Small Water Storm and Sanitary Sewer Grant Project
  - Working on the bid package
  - HOP submitted
  
- D. CTP Firehouse Flasher Grant
  - Final Inspection scheduled for August 12, 2022
  - Working to have a ribbon-cutting
  
- E. MTF / CTP Crosswalk Grants
  - Agreements received
  - Coordination with Strom and Sanitary H2O / PA Small Water Grant Project - working with Engineer

5. **PMEA Update:**

- July Newsletter - attached
- Conference scheduled Sept. 7-9, 2022 Penn Stater

6. **AMP Pennsylvania R.I.C.E. BTM Peaking Project Update:**

- Site sign being produced
- Working on Commission – PPL site visits scheduled

7. **AMI Update:**

- The AMI system is 100% installed and integrated into our system

8. **Public Information Officer Update:** attached

9. **Items of Interest:**

- AMP Conference

Respectfully Submitted,  
Jaime E. Snyder, Borough Manager  
August 17, 2022



## Save the Date!

**\*Registration Now Open\***

**PMEA 2022 Annual Conference – September 7 – 9, 2022 @ Penn Stater, State College**  
*Contact PMEA if you have not received registration details!*

**\*Registration Now Open\***

**Crew Leadership – October 4 & 5, 2022 in Lansdale (closed/ full)**  
**October 11 & 12, 2022 in Grove City**  
*Contact PMEA if you have not received registration details!*

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## \* SPECIAL EDITION – CONFERENCE PREVIEW \*

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## Pennsylvania State Budget: More Education Funding, A Major Business Tax Cut, and Saving for a Rainy Day

*By: Joseph M. Uliana, Managing Principal, J.M. Uliana & Associates*

Budgets are a reflection of priorities. On July 8th, Governor Tom Wolf signed into law his eighth and final state budget. The spending plan totaled \$45.3 billion, an increase of \$1.3 billion, or 3%, from last year's budget when supplemental spending and federal stimulus spending are included. The Governor's final budget maintained his priority on education funding, while addressing the legislature desire to reduce businesses taxes to make Pennsylvania more competitive. These two important goals were achieved, while boosting the Commonwealth's budget reserves to almost \$5 Billion. Here are more details on this year's state budget.

### Education

Education was one of the big winners, with basic education funding receiving a \$750 million or 11.4% increase in funding for a total of \$7.6 Billion in state support. Those funds will be split, with \$525 million more going to all school districts and \$225 million distributed to the one hundred lowest-spending school districts through the "Level Up" supplement.

Higher education also benefited from more education funding. Pennsylvania's state-owned universities received a 16% jump in funding, the largest one-year increase in their history. This will enable a fourth straight tuition freeze for the system's 89,000 students, even with inflation topping 8%. Community Colleges received a 4% increase and state related universities, Pitt, Penn State, Temple, and Lincoln received a 5% increase.

### Public Safety

Significant new resources were provided for local, public safety. \$75 Million, in one-time federal funds, are appropriated for community violence prevention organizations and an annual appropriation for \$30 million to support these programs across the state — a total of \$105 million toward violence intervention and prevention programs this year. Another \$135 million was appropriated in one-time federal funds to provide local law enforcement agencies with support grants to help them address hiring and other law enforcement issues.

*(continued on next page)*

## State Budget (continued)

### Environment

Pennsylvania's state parks and the Commonwealth's waterways will benefit greatly from two new programs created in the budget. One will provide \$100 million to support the rehabilitation, repair, and development of Pennsylvania's state parks and forests. The second will commit \$220 million in federal COVID-19 relief funds to establish a clean streams fund to rehabilitate Pennsylvania's waters.

### Nursing Homes

Nursing homes were hit hard by the pandemic and continue to struggle in the very tight labor market. The budget provides a \$294 Million increase in Nursing Home funding. These funds along with \$131 Million in one-time Federal assistance will provide a 17.5% Medicaid rate increase. This is the first real rate increase in years.

### Reduction in the Corporate Net Income Tax

This year's budget cuts the state's corporate net income tax by 1%, thus reducing the tax from 9.99% to 8.99%. The plan is to cut the tax by 0.5% each year thereafter until it reaches 4.99%. Pennsylvania has the highest, state corporate income tax in country. This reduction is important to make Pennsylvania competitive with other states, who have much lower businesses taxes.

### Saving for a Rainy Day

The budget will put \$2.1 Billion into the Budget Stabilization Reserve Fund or "Rainy Day Fund", bringing the balance in the fund to nearly \$5 billion. So, the Commonwealth will start the Fiscal year with a substantial fund balance. These funds are important to make sure that Pennsylvania weather any downturns in the economy, without having to raise taxes.

Pennsylvania's FY 22-23 budget tries to address the issues facing us today, while having the resources set aside for tomorrow's problems.

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## Register Today for the PMEA Annual Conference Ditto & Thompson to Discuss Public Power

Registration is open for the PMEA Annual Conference, September 7 – 9, 2022, at the Penn State in State College. We are excited to be joining together again in person this year and we have a packed agenda for attendees and many companies showcasing their products and services.

With so much happening at the federal and state levels on infrastructure including grid modernization and cybersecurity, EVs, and broadband, this conference will be timely and packed with updates and information that your municipality will need to know.

Joy Ditto, President & CEO of the American Public Power Association (APPA), will join us to talk about supply chain issues and APPA's efforts to help mitigate the problems particularly with regard to transformers. APPA's Ditto will be joined by AMP's President & CEO, Jolene Thompson, for a conversation looking back at public power's evolution and looking ahead to what we might expect for public power in the future. Attendees will also hear about market pricing and what this could mean through the end of this year and heading into 2023.

We have invited (not confirmed) several state level experts to share information about the state's priorities and investments that are part of the federal infrastructure law (IIJA). Various pockets of federal dollars will flow through states with grant opportunities to flow to municipalities. GMS Funding Solutions will share their insights and how to take advantage of these grant opportunities.

Friday morning's annual business meeting will include important updates from legal counsel and our engineers as well as a legislative report.

**Come and join your colleagues and our many exhibitors! Watch your email for updates on sessions and speakers.**

To receive the conference hotel rate, reservations must be made directly with the Penn State on or before August 7. After August 7, we cannot guarantee rates and/ or availability. The conference registration form is attached to the newsletter. Register today!

### AGENDA AT A GLANCE WEDNESDAY, SEPTEMBER 7

11:00 - 5:00 pm	PMEA Golf Outing - Penn State Blue Course
3:00 - 9:00 pm	Hotel Room Check-in & Conference Registration Open
5:45 - 8.30 pm	Welcome Event with Entertainment /Associate Member Exhibits

### THURSDAY, SEPTEMBER 8

7:00 - 8:00 am	Buffet Breakfast and Registration
8:00 – 9:00 am	Welcoming Address & Opening Session
9:00 - 10:00 am	Session

(continued on next page)

10:00 -10:15 am Break  
 10:15 -11:15 am Session  
 11:15 -12:15 pm Session  
 12:15 -1:45 pm Lunch – Awards and Recognitions (introduction of associate members)  
 1:45 – 4:00 pm Alternate A for MANAGERS, ELECTED OFFICIALS  
 -OR-  
 1:45 – 4:00 pm Alternate B for SUPERINTENDENTS  
 4:00 – 5:30 pm Reception

**FRIDAY, SEPTEMBER 9**

7:30 - 8:30 am Buffet Breakfast  
 8:30 - 11:00 am PMEA Annual Business Meeting

**We Want to Hear From You**

Please share with us your exciting projects and photos for future newsletters. Your submissions should be sent to [bosak@papublicpower.org](mailto:bosak@papublicpower.org) at any time and we will use them in upcoming editions. We also welcome your suggestions for topics of interest for our newsletters.



**Pennsylvania Municipal Electric Association**

1801 Market St, Ste 300  
 Camp Hill, PA 17011  
[info@papublicpower.org](mailto:info@papublicpower.org)

----- detach, complete & return -----

**PMEA Annual Conference  
 September 7-9, 2022  
 Penn Stater Conference Center & Hotel, State College, PA  
 (Please type or write clearly)**

**Member Registration**

1. Municipality \_\_\_\_\_

2. Individuals attending:

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

3. Attendance at Functions:

Wed. Nite Reception    Thu. Luncheon    Thu. Reception    Fri. Breakfast

# people attending    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_

**\* Cancellations for the conference must be received on or before August 30, 2022, to avoid penalty. This cancellation policy differs from the hotel cancellation.**

**Please email/mail this form by August 8 to:  
 Diane Bosak, PMEA Executive Director  
[bosak@papublicpower.org](mailto:bosak@papublicpower.org)**



# Borough of Hatfield

Montgomery County, Pennsylvania

## MEMORANDUM

**Date:** August 17, 2022

**To:** Borough Council

**From:** Public Information Coordinator Update

**Subject:** Monthly Update

Public Information Update is as follows:

- Social Media- We currently have event pages on social media for Movie Night and the Fall Fest & Car Show. Please feel free to share.
- Newsletter- The new newsletter will be going out in November. We will be including more calendar dates and information as requested by the residents.
- Movie in the Park- "Luca" is the featured film. We will be holding a brief trivia session as residents arrive and we will have snacks for sale. All proceeds benefit local non-profits. The movie is slated to begin around 7:45 pm.
- Fall Fest & Car Show- September 24<sup>th</sup> from 3:00-6:00 pm on East Lincoln Avenue. I will be sending out volunteer sign-up sheets in the next week. Please sign up for a time. This is an "all hands on deck" type of event. Volunteer opportunities span from 1:00 pm- 6:00pm. If you have any questions, please call or email me. Registrations are coming in and we do day-of registration as well. There will be a new band at Franconia Auto Repair this year called Project 31.
- HEROC- The businesses of the month for August are as follows:
  - Dr. Marc Jaffe on South Main Street
  - E & E Hair Salon on West Broad Street
  - Fran Taylor Plumbing & Heating on Dawson Street
  - Godshall's Auto Service on South Main Street

Our next HEROC meeting is Wednesday, August 24<sup>th</sup> at 8:00 am in Borough Council Chambers.

401 S. Main Street  
P.O. Box 190  
Hatfield, PA 19440

**Phone:**  
215-855-0781

**Fax:**  
215-855-2075

**Email:**  
admin@  
hatfieldborough.com

**Website:**  
www.hatfieldborough.com

Thank you for your continued support and please let me know if you have any questions. Have a great week!

Respectfully submitted,

Lindsay Hellmann

Public Information Coordinator



# 2022 AMP Annual Conference

Sept. 26-28, 2022

Hilton Columbus at Easton

[REGISTER](#)

[SPONSOR  
REGISTRATION](#)

[Already registered?](#)



2022 AMP Annual Conference  
Sept. 26-28, 2022

**8. NEW BUSINESS / DISCUSSION ITEMS:**

**A. Resolution 2022-22 Designation of  
Agent for Ida Relief**

DESIGNATION OF AGENT RESOLUTION 2022-22

FOR: DR-4618
(Enter Name of Disaster or Number)

BE IT RESOLVED BY Borough Council OF Borough of Hatfield
(Governing Body) (Public Entity)

THAT Jaime E. Snyder, Borough Manager
(Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF
Borough of Hatfield Montgomery County,
(Public Entity) (County)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this 17th day of August, 2022.

Jason Ferguson, President
Richard Girard, Vice President
James Fagan, Council Member
Michelle Kroesser, Council Member
Lawrence G. Stevens, Council Member

CERTIFICATION

I, Jaime E. Snyder, duly appointed and Borough Manager
of Borough of Hatfield, do hereby certify that the above is a true and correct copy of
a resolution passed and approved by the Borough Council
of Borough of Hatfield on the 17th day of August, 2022.

**8. NEW BUSINESS / DISCUSSION ITEMS:**

**B. Resolution 2022-23 Winter  
Maintenance Agreement with  
PennDOT**

**RESOLUTION 2022-23**

**BE IT RESOLVED**, by authority of the Borough Council of the Hatfield Borough, Montgomery County, and it is hereby resolved by authority of the same, that the Jason Ferguson of said Municipality be authorized and directed to sign the Agreement on its behalf.

ATTEST:

Borough of Hatfield

\_\_\_\_\_  
(Signature) Borough  
Manager

By: \_\_\_\_\_ President  
(Signature)

I, Jaime E. Snyder, Borough Manager of the Borough of Hatfield, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Borough Council, held the 17 day of July, 2022.

Date: 8/17/22

\_\_\_\_\_  
(Signature) Borough  
Manager

**NOTE: Signature on the Agreement must conform with the signature on this Resolution.**

DATE: \_\_\_\_\_  
(PennDOT will insert)

AGREEMENT NO.: 3900039829  
FEDERAL I.D. NO.: 23-6002872  
SAP VENDOR NO.: 138943

### Winter Maintenance Services Agreement

This Winter Maintenance Services Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT");

and

Hatfield Borough, an entity legally authorized to enter into this Agreement, acting through its proper officials ("Service Provider").

### BACKGROUND

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. **Description of Work.**
  - a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.
  - b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications ("Publication 408") including Sections 703.4 and



722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.

2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.

3. **Term of Agreement.** The initial term of this Agreement is five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.

4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.

5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following four years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or then-equivalent, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."

b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a

Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.

**2. Winter Emergency.** If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.

**c. Funding Adjustments.** PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.

**8. Relationship of the Parties.** The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.

**9. Termination for Cause by PennDOT.** If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the

Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

12. **Required Commonwealth Provisions.** The Service Provider shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to the Service Provider:

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to and made part of this Agreement as Exhibit C;
- c. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit D;

- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit E;
- d. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit F; and,
- e. **Enhanced Minimum Wage Provisions.** The current version of the Enhanced Minimum Wage Provisions, which are attached to and made part of this Agreement as Exhibit G.

13. **Offset Provision.** The Service Provider agrees that the Commonwealth of Pennsylvania (Commonwealth), including PennDOT, may set off the amount of any state tax liability or other obligation of the Service Provider or its subsidiaries to the Commonwealth against any payments due the Service Provider under any contract with the Commonwealth.

14. **Automated Clearing House ("ACH") Network.** Submission of invoices for purposes of reimbursement, shall be made in accordance with Commonwealth Management Directive 310.30, as amended, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network ("ACH") as the Commonwealth's preferred method of payment. The following provisions are hereby added to the Agreement:

- a. PennDOT will make payments to the Service Provider through ACH. Within ten (10) days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH and electronic addenda information, if desired, to the commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101.
- b. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Service Provider to properly apply the state agency's payment to the respective invoice or program.

- c. It is the responsibility of the Service Provider to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

15. **Audit and Maintenance of Records.** PennDOT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the Service Provider to the extent that they relate to the Service Provider's performance of this Agreement and the costs incurred by the Service Provider in providing services under it. The Service Provider shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

16. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of Pennsylvania courts. The Service Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Service Provider agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

17. **Liability.** The Service Provider is performing this Agreement as an independent contractor and its officials, employees and contractors shall not be considered employees of PennDOT or the Commonwealth of Pennsylvania for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. § 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. **Amendments and Modifications.** Except for the Snow Lane Mile and Payment Adjustments provided for above via letter, amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

19. **Strategic Environmental Management Program ("SEMP").** PennDOT has implemented a SEMP. As part of SEMP, PennDOT has established a Green Plan Policy that can be found on PennDOT's website and is also posted at PennDOT's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Service Provider



shall ensure that they have reviewed and are familiar with the SEMP and PennDOT's Green Plan Policy available on PennDOT's website.

20. **Titles not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. **Assignment.** This Agreement may not be assigned by the Service Provider, either in whole or in part, without the written consent of PennDOT.

24. **Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in person or on persons or entities not a party to this Agreement.

25. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Name or Title: Venitra Starks, Administrative Assistant

Address: 7000 Geerdes Blvd  
King of Prussi, PA 19406

Fax Number: 610-205-6909

Email Address: vstarks@pa.gov

If to the Service Provider:

Name or Title: JAME E. SNYDER, BOROUGH MANAGER

Address: 401 S. MAIN ST  
MATFIELD PA 19440

Fax Number: 215-855-2075

Email Address:

JSNYDER@MATFIELDBOROUGH.COM

26. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[Remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

Service Provider \*

BY \_\_\_\_\_  
Signature DATE

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**\*If the Service Provider is a municipality that is required to pass a resolution to authorize the signatory, it must provide a resolution authorizing signature authority at the time of Agreement submission. Attestation is only required where a Resolution requires attestation or there is a legal requirement for an attestation (witness). Absent a resolution, the person signing for the Service Provider represents that they are authorized to bind the Service Provider and all such acts prerequisite to such authority have been undertaken; PennDOT will rely on this representation in entering into this Agreement.**

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM  
AND LEGALITY

BY \_\_\_\_\_  
DATE

BY \_\_\_\_\_  
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT  
NO. 3900039829

BY \_\_\_\_\_  
for Comptroller Operations DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021

2022-23

CONTRACT EXHIBIT A

AGREEMENT NO. 3900039829  
 YEAR 1  
 OF 5

COUNTY: Montgomery  
 MUNICIPAL: Hatfield Borough  
 SAP #

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
463	Vine St. to Boro Line	32	577	62	580	4.1	C	\$1,247.14	\$5,113.27
1003	Main St. to Overbrook Drive	10	0000	20	614	1.5	C	\$1,247.14	\$1,870.71
								\$6.00	\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

\*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule

\*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =	0	TOTAL COST =	\$6,983.98
MILEAGE MFC C =	5.6		
MILEAGE MFC D =	0		
MILEAGE MFC E =	0		
TOTAL MILEAGE	5.60		

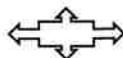
TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

<u>Suggested Total Amount Encumbrance</u>	
1st Year:	\$6,983.98
2nd Year:	\$7,123.66
3rd Year:	\$7,266.14
4th Year:	\$7,411.46
5th Year:	\$7,559.69
TOTAL:	\$36,344.93

### **Contract Provisions – Right to Know Law**

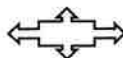
- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

### EXHIBIT B



- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT B





## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C



## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3)** had any business license or professional license suspended or revoked;
  - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit D



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



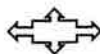
**PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT E



## **Contractor Responsibility Provisions**

**(December 2020)**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F



## Enhanced Minimum Wage Provisions (July 2022)

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

**8. NEW BUSINESS / DISCUSSION ITEMS:**

**C. Resolution 2022-24 Transfer of  
Funds for the Orchard Lane and  
Forest Way Sanitary Sewer  
Replacement Project**

**BOROUGH OF HATFIELD  
MONTGOMERY COUNTY, PA**

**RESOLUTION NO. 2022- 24**

**A RESOLUTION OF THE BOROUGH COUNCIL OF THE  
BOROUGH OF HATFIELD CONCERNING  
THE TRANSFER OF FUNDS**

**WHEREAS**, the Borough of Hatfield has maintained a Priority Business Savings banking account at Harleysville Bank under the Bank Account No. [REDACTED]; and

**WHEREFORE**, Borough Council now determines that it would be in their best interest to transfer \$359,770.26 from the Harleysville Bank Account No. [REDACTED] to the General Fund identified in the Borough Budget as Fund No. 1 Account No. [REDACTED] held at TD Bank for the Orchard Lane and Forest Way Sanitary Replacement Project.

**NOW THEREFORE**, the Borough Council does hereby approve the transfer of \$359,770.26 from the Harleysville Bank Account No. [REDACTED] to the General Fund identified in the Borough Budget as Fund No. 1 Account No. [REDACTED] held at TD Bank and authorizes any of the following to execute whatever documentation is required by the financial institution to accomplish this: Jaime E. Snyder, Borough Manager; Diane Farrall, Borough Treasurer; Kathryn Vlahos, Assistant Borough Manager, or Jason Ferguson, President of Hatfield Borough Council.

**APPROVED** this 17<sup>th</sup> day of August, 2022 with Council Members

\_\_\_\_\_ voting "Aye"  
and \_\_\_\_\_ voting "Nay."

ATTEST BOROUGH OF HATFIELD

By: \_\_\_\_\_  
Jaime E. Snyder, Secretary

By: \_\_\_\_\_  
Jason Ferguson, Borough Council President

Approved by the Mayor this 17th day of August 2022.

\_\_\_\_\_  
Mary Anne Girard, Mayor

**8. NEW BUSINESS / DISCUSSION ITEMS:**

**D. Resolution 2022-25 Barry Moyer 50  
Years of Service to the HVFC**

**BOROUGH OF HATFIELD**  
**MONTGOMERY COUNTY, PENNSYLVANIA**  
**RESOLUTION No. 2022-25**

**A RESOLUTION RECOGNIZING**  
**BARRY V. MOYER,**  
**FOR HIS DEDICATED SERVICE TO**  
**HATFIELD VOUNTEER FIRE COMPANY**

**WHEREAS**, Barry V. Moyer a longtime resident of Hatfield Borough who has dedicated over fifty years of dedicated service to the Hatfield Volunteer Fire Company; and

**WHEREAS**, Barry V, Moyer became a volunteer fire fighter at Hatfield Volunteer Fire Company on March 1, 1972, was the Assistant Chief of HVFC, Relief Association President, member of various committees, member of the building committee for the new 17A Fire Stations, a top responder, and

**WHEREAS**, Barry V. Moyer is a valued and active member of the Hatfield Volunteer Fire Company whose commitment and service to the Borough of Hatfield is appreciated by all whom he works for and with.

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the Borough Council and the Mayor of the Borough of Hatfield, Montgomery County, Pennsylvania, takes great pride in recognizing Barry V. Moyer for his dedication to the Hatfield Volunteer Fire Company, The Borough of Hatfield and the Residents of the Hatfield Community. It is with great pleasure of the Borough Council and Mayor of the Borough of Hatfield to recognize Barry V. Moyer for his fifty years of service.

**NOW APPROVED** and adopted by Borough Council at a duly advertised public meeting held this \_\_\_\_ day of August, 2022 with \_\_\_\_ Council Members Voting “Aye” and \_\_\_\_ Council Members voting “Nay”.

**RESOLVED AND ENACTED** this \_\_\_\_ of August, 2022

**ATTEST**

**BOROUGH OF HATFIELD**

\_\_\_\_\_  
Jaime E. Snyder  
Borough Manager / Secretary

\_\_\_\_\_  
Jason Ferguson  
Borough Council President

\_\_\_\_\_  
Richard Girard  
Borough Council Vice President

\_\_\_\_\_  
James Fagan  
Council Member

\_\_\_\_\_  
Michelle Kroesser  
Council Member

\_\_\_\_\_  
Lawrence G. Stevens  
Council Member

**Approved by the Mayor this \_\_\_\_ day of August, 2022**

\_\_\_\_\_  
Mary Anne Girard, Mayor

**8. NEW BUSINESS / DISCUSSION ITEMS:**

**E. Resolution 2022-26 Jerry Detweiler  
40 Years of Service to the HVFC**

**BOROUGH OF HATFIELD**  
**MONTGOMERY COUNTY, PENNSYLVANIA**  
**RESOLUTION No. 2022-26**

**A RESOLUTION RECOGNIZING**  
**JERRY W. DETWEILER,**  
**FOR HIS DEDICATED SERVICE TO**  
**HATFIELD VOUNTEER FIRE COMPANY**

**WHEREAS**, Jerry W. Detweiler a longtime resident of Hatfield Borough who has dedicated over forty years of dedicated service to the Hatfield Volunteer Fire Company; and

**WHEREAS**, Jerry W. Detweiler became a volunteer fire fighter at Hatfield Volunteer Fire Company on May 1, 1982, was a member of various committees, was lieutenant of HVFC, a top responder, and

**WHEREAS**, Jerry W. Detweiler is a valued and active member of the Hatfield Volunteer Fire Company whose commitment and service to the Borough of Hatfield is appreciated by all whom he works for and with.

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the Borough Council and the Mayor of the Borough of Hatfield, Montgomery County, Pennsylvania, takes great pride in recognizing Jerry W. Detweiler for his dedication to the Hatfield Volunteer Fire Company, The Borough of Hatfield and the Residents of the Hatfield Community. It is with great pleasure of the Borough Council and Mayor of the Borough of Hatfield to recognize Jerry W. Detweiler for his forty years of service.

**NOW APPROVED** and adopted by Borough Council at a duly advertised public meeting held this \_\_\_ day of August, 2022 with \_\_\_ Council Members Voting "Aye" and \_\_\_ Council Members voting "Nay".

**RESOLVED AND ENACTED** this \_\_\_ of August, 2022

**ATTEST**

**BOROUGH OF HATFIELD**

\_\_\_\_\_  
Jaime E. Snyder  
Borough Manager / Secretary

\_\_\_\_\_  
Jason Ferguson  
Borough Council President

\_\_\_\_\_  
Richard Girard  
Borough Council Vice President

\_\_\_\_\_  
James Fagan  
Council Member

\_\_\_\_\_  
Michelle Kroesser  
Council Member

\_\_\_\_\_  
Lawrence G. Stevens  
Council Member

**Approved by the Mayor this \_\_\_\_\_ day of August, 2022**

\_\_\_\_\_  
Mary Anne Girard, Mayor



**8. NEW BUSINESS / DISCUSSION ITEMS:**

**F. Defined Benefit Plan 2023 Minimum  
Municipal Obligation**

*Thomas J. Anderson & Associates, Inc.*

MUNICIPAL PENSION SPECIALISTS

115 WESTTOWN RD., STE 101  
WEST CHESTER, PA 19382  
(610) 430-3385 FAX (610) 430-3387

August 2, 2022

Ms. Diane A. Farrall  
Treasurer  
HATFIELD BOROUGH  
401 South Main Street  
Hatfield, PA 19440

RE: 2023 Financial Requirement and Minimum Municipal Obligation

Dear Diane:

Enclosed is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2023 plan year. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s) shall submit to the governing body of the municipality the financial requirement of the pension plan(s) for the following plan year (2023). This annual report must be presented to the governing body on or before the last business day in September (September 30, 2022).

The payroll amount used in your 2023 budget was computed by obtaining from you, the earnings for the active full-time members of the pension plan(s) as of June 30, 2022 and then doubling this figure in order to arrive at the projected annual payroll for the year in which the budget is prepared. The budgeted administrative expenses were based upon the expenses reported in the plan(s)' most recent Act 205 Actuarial Report.

These reporting requirements will be closely monitored by the Department of the Auditor General in future audits. Therefore, if you should have any questions concerning any of the above, please do not hesitate to contact our office. **Upon approval, please forward a signed copy of this budget for our records.**

Sincerely,



JAMES P. KENNEDY  
President



**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL  
OBLIGATION BUDGET FOR 2023**

*NAME OF MUNICIPALITY:*  
*COUNTY:*

HATFIELD BOROUGH  
MONTGOMERY

NON-UNIFORMED (DEF. BEN.)  
PENSION PLAN

1	TOTAL ANNUAL PAYROLL		\$319,290
	Estimated Payroll		
2	NORMAL COST AS A PERCENTAGE OF PAYROLL		6.66%
	( Derived from latest actuarial valuation )	1/1/21	
3	TOTAL NORMAL COST		\$21,265
	( Item 1 x Item 2 )		
4	AMORTIZATION REQUIREMENT		\$15,334
	( Derived from latest actuarial valuation )		
5	TOTAL ADMINISTRATIVE EXPENSES		\$0
	(Based on Estimate)		
6	FINANCIAL REQUIREMENT		\$36,599
	( + Item 3 + Item 4 + Item 5 )		
7	TOTAL MEMBERS CONTRIBUTIONS		\$0
8	FUNDING ADJUSTMENT		\$0
	( Derived from latest actuarial valuation )		
9	MINIMUM MUNICIPAL OBLIGATION		\$36,599
	( + Item 6 - Item 7 - Item 8 )		

\_\_\_\_\_  
Signature of Chief Administrative Officer

\_\_\_\_\_  
Date Certified to Governing Body

**8. NEW BUSINESS / DISCUSSION ITEMS:**

**G. Defined Contribution Plan 2023  
Minimum Municipal Obligation**

*Thomas J. Anderson & Associates, Inc.*

MUNICIPAL PENSION SPECIALISTS

115 WESTTOWN RD., STE 101  
WEST CHESTER, PA 19382  
(610) 430-3385 FAX (610) 430-3387

August 2, 2022

Ms. Diane A. Farrall  
Treasurer  
HATFIELD BOROUGH  
401 South Main Street  
Hatfield, PA 19440

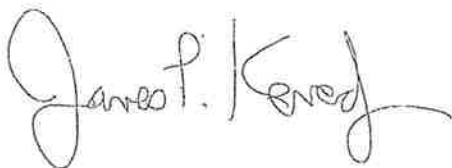
RE: 2023 Financial Requirement and Minimum Municipal Obligation

Dear Diane:

Enclosed is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2023 plan year. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s) shall submit to the governing body of the municipality the financial requirement of the pension plan(s) for the following plan year (2023). This annual report must be presented to the governing body on or before the last business day in September (September 30, 2022).

If you should have any questions concerning any of the above, please do not hesitate to contact me. **Upon approval, please forward a signed copy of this budget for our records.**

Sincerely,



JAMES P. KENNEDY  
President



**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL  
OBLIGATION BUDGET FOR 2023**

*NAME OF MUNICIPALITY:*  
*COUNTY:*

**HATFIELD BOROUGH  
MONTGOMERY**

	<b>NON-UNIFORMED DEF. CONT. (Non-Management)</b>	<b>NON-UNIFORMED DEF. CONT. (Management)</b>
1. <b>TOTAL ANNUAL PAYROLL</b> (Estimated Payroll )	\$510,000	\$100,000
2. <b>CONTRIBUTION AS A % OF PAYROLL</b> (Derived from latest actuarial valuation 1/1/21)	3.00%	6.00%
3. <b>TOTAL CONTRIBUTION COST</b> (Item 1 times Item 2 + 1300 per Agreement)	16,600	6,000
4. <b>TOTAL ADMINISTRATIVE EXPENSES</b>	1,000	0
5. <b>TOTAL FINANCIAL REQUIREMENT</b> (+Item 3 +Item 4 )	17,600	6,000
6. <b>MINIMUM MUNICIPAL OBLIGATION</b>	17,600	6,000
 <b>TOTAL MINIMUM MUNICIPAL OBLIGATION</b>	 <b>\$23,600</b>	

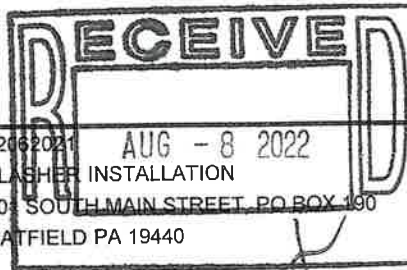
\_\_\_\_\_  
Signature of Chief Administrative Officer

\_\_\_\_\_  
Date Certified to Governing Body

**8. NEW BUSINESS / DISCUSSION ITEMS:**

**H. Payment Request No. 1 for the  
County Transportation Program  
Firehouse Flasher Grant**





**PAYMENT APPLICATION**

TO: HATFIELD BOROUGH  
 401 SOUTH MAIN STREET, PO BOX 190  
 HATFIELD PA 19440  
 Attn:  
 FROM: Charles A. Higgins & Sons, Inc  
 PO Boc 647  
 Media PA 19063  
 FOR:

PROJECT 12062021  
 NAME AND FLASHER INSTALLATION  
 LOCATION: 401 SOUTH MAIN STREET, PO BOX 190  
 HATFIELD PA 19440  
 ARCHITECT:

APPLICATION # 1-Rev  
 PERIOD THRU: 07/21/2022  
 PROJECT #s:  
 DATE OF CONTRACT: 07/21/2022  
 Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

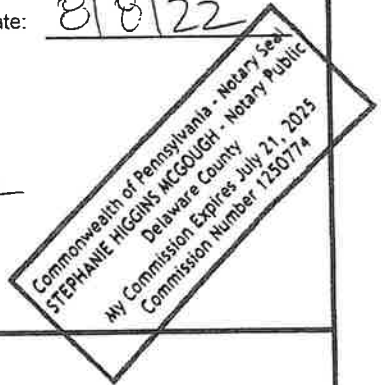
**CONTRACTOR'S SUMMARY OF WORK**

Application is made for payment as shown below.  
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$61,051.40
2. SUM OF ALL CHANGE ORDERS	\$4,287.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$65,338.40
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$64,986.40
5. RETAINAGE:	
a. of Completed Work (Columns D + E on Continuation Page)	_____
b. of Material Stored (Column F on Continuation Page)	_____
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$6,498.64
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$58,487.76
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	\$58,487.76
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$6,850.64

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Charles A. Higgins & Sons, Inc  
 By: Charles A. Higgins Date: 8/8/22  
 State of: Pennsylvania  
 County of: Delaware  
 Subscribed and sworn to before me this 8 day of August 2022  
 Notary Public: Stephanie Higgins  
 My Commission Expires: July 21, 2025



**ARCHITECT'S CERTIFICATION**

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....  
 (If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$4,287.00	\$0.00
<b>TOTALS</b>	<b>\$4,287.00</b>	<b>\$0.00</b>
<b>NET CHANGES</b>	<b>\$4,287.00</b>	

**CONTINUATION PAGE**

PROJECT: 12062021  
 FLASHER INSTALLATION

APPLICATION #: 1-Rev  
 DATE OF APPLICATION: 07/21/2022  
 PERIOD THRU: 07/21/2022  
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	0901-0001	\$1,800.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	100%	\$0.00	\$180.00
2	0910-4116	\$202.40	\$0.00	\$202.40	\$0.00	\$202.40	100%	\$0.00	\$20.24
3	0936-0200	\$540.00	\$0.00	\$540.00	\$0.00	\$540.00	100%	\$0.00	\$54.00
4	4951-0120	\$20,566.00	\$0.00	\$20,566.00	\$0.00	\$20,566.00	100%	\$0.00	\$2,056.60
5	4951-0125	\$21,650.00	\$0.00	\$21,650.00	\$0.00	\$21,650.00	100%	\$0.00	\$2,165.00
6	4952-2052	\$5,852.00	\$0.00	\$5,852.00	\$0.00	\$5,852.00	100%	\$0.00	\$585.20
7	0954-0201	\$265.00	\$0.00	\$265.00	\$0.00	\$265.00	100%	\$0.00	\$26.50
8	0954-0402	\$2,400.00	\$0.00	\$2,400.00	\$0.00	\$2,400.00	100%	\$0.00	\$240.00
9	0955-2082	\$2,024.00	\$0.00	\$2,024.00	\$0.00	\$2,024.00	100%	\$0.00	\$202.40
10	0960-0001	\$112.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$112.00	\$0.00
11	0960-0002	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$240.00	\$0.00
12	9000-0001	\$5,400.00	\$0.00	\$5,400.00	\$0.00	\$5,400.00	100%	\$0.00	\$540.00
13	CHANGE ORDER #1 - ADDER	\$4,287.00	\$0.00	\$4,287.00	\$0.00	\$4,287.00	100%	\$0.00	\$428.70
TOTALS		\$65,338.40	\$0.00	\$64,986.40	\$0.00	\$64,986.40	99%	\$352.00	\$6,498.64

**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: HATFIELD BOROUGH

in the sum of: \$58,487.76                      Fifty Eight Thousand Four Hundred Eighty-Seven and 76/100

payable to: Charles A. Higgins & Sons, Inc

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: HATFIELD BOROUGH

located at: FLASHER INSTALLATION  
401 SOUTH MAIN STREET, PO BOX 190  
HATFIELD PA 19440

to the following extent.

This release covers a progress payment for labor, services, equipment or material

furnished to: HATFIELD BOROUGH

through: July 21, 2022

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 07/21/2022

Company: Charles A. Higgins & Sons, Inc

Signature: *Lisa Austin Higgins*

By: Lisa Austin Higgins Vice President  
(Name & Title)

State of: Pennsylvania

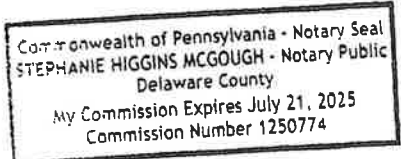
County of: Delaware

Subscribed and sworn to before me, this 8 day of August 2022

Notary Public Signature: *Stephanie Higgins McGough*

Notary Public Name: Stephanie Higgins McGough

My Commission Expires: July 21, 2025



## 9. OLD BUSINESS:

**10. ACTION ITEMS:**

**A. Motion to Consider Resolution  
2022-22 Designation of Agent for Ida  
Relief**

**10. ACTION ITEMS:**

**B. Motion to Consider Resolution  
2022-23 Winter Maintenance  
Agreement with PennDOT**



## **10. ACTION ITEMS:**

**C. Motion to Consider Resolution  
2022-24 Transfer of Funds for the  
Orchard Lane and Forest Way  
Sanitary Sewer Replacement Project  
in the Amount of \$359,770.26 (three  
hundred fifty-nine thousand seven  
hundred seventy dollars and twenty-  
six cents)**



**10. ACTION ITEMS:**

**D. Motion to Consider Resolution  
2022-25 Recognizing Barry Moyer for  
his 50 Years of Service to the  
HVFC**

**10. ACTION ITEMS:**

**E. Motion to Consider Resolution  
2022-26 Recognizing Jerry Detweiler  
for his 40 Years of Service to  
the HVFC**

**10. ACTION ITEMS:**

**F. Motion to Consider Defined Benefit Pension Plan 2023 Minimum Municipal Obligation in the Amount of \$36,599.00 (thirty-six thousand five hundred ninety-nine dollars)**

## **10. ACTION ITEMS:**

**G. Motion to Consider Defined Contribution Pension Plan 2023 Minimum Municipal Obligation for Employees Receiving a 3% or 6% Contribution of their Annual Income in the Amount of \$23,600.00 (twenty-three thousand six hundred dollars)**



## **10. ACTION ITEMS:**

**H. Motion to Consider Payment Request No. 1 to Higgins & Sons, Inc in the Amount of \$58,487.76 (fifty-eight thousand four hundred eighty-seven dollars and seventy-six cents) for the County Transportation Program Firehouse Flasher Grant**

**11. Motion to Approve the  
Payment of the Bills**

Column1	Column2	Column3	Column4	Column5	Column6
AUGUST 2022 ACCOUNTS PAYABLE BILL LIST					
VENDOR BILL LIST					
		AMOUNT PAID	DATE PROCESSED	TOTAL PAID	CHECK NO.
<b>TD BANK</b>					
COMCAST CABLE	401 S MAIN ST INTERNET	\$108.35	8/8/2022	\$108.35	26979
HATFIELD BOROUGH ELECTRIC	615 DAIN AVE ELECTRIC	\$44.36	8/8/2022	\$44.36	26980
NORTH PENN WATER AUTHORITY	615 DAIN AVE WATER SERVICES	\$29.78	8/8/2022	\$29.78	26981
PITNEY BOWES	POSTAGE MACHINE LEASE	\$387.00	8/8/2022	\$387.00	26982
TD CARD SERVICES	VARIOUS ITEMS	\$323.73	8/8/2022	\$323.73	26983
VERIZON	TELEPHONE SERVICES	\$233.36	8/8/2022	\$233.36	26984
LOWES	VARIOUS ITEMS	\$718.03	8/8/2022	\$718.03	26985
WELLS FARGO	SERIES 2003 B NOTE, 2020/2021 A/B NOTES	\$5,413.81	7/25/2022	\$5,413.81	ACH
<b>ALLEGHENY ELECTRIC COOP</b>	<b>JULY MONTHLY ELECTRIC SALES</b>	<b>\$6,149.16</b>			
ALL POINTS REPORTING	ZONING HEARING FOR JULY 13	\$250.00			
AMP, INC.	PMPM JUNE CHARGES/VERIZON WIRELESS	\$1,402.56			
<b>AMP OHIO</b>	<b>JULY MONTHLY ELECTRIC PURCHASE</b>	<b>\$218,370.98</b>			
BRITTON INDUSTRIES	PLAYGROUND MULCH	\$229.50			
BRITTON INDUSTRIES	PLAYGROUND MULCH	\$229.50			
BRITTON INDUSTRIES	PLAYGROUND MULCH	\$229.50			
BRITTON INDUSTRIES	PLAYGROUND MULCH	\$229.50			
AT&T MOBILITY	CELL PHONES FOR PW & ASSIST/MGR	\$510.87			
<b>BURSICH ASSOCIATES</b>	<b>ENGINEERING - GENERAL</b>	<b>\$1,070.00</b>			
<b>BURSICH ASSOCIATES</b>	<b>ENGINEERING - MS4 MONITORING</b>	<b>\$120.00</b>			
<b>BURSICH ASSOCIATES</b>	<b>BROAD ST STORM SEWER REPLACEMENT</b>	<b>\$7,805.00</b>			
<b>BURSICH ASSOCIATES</b>	<b>ORCHARD LN/FOREST WAY SEWER REPLACE</b>	<b>\$630.00</b>			
<b>BURSICH ASSOCIATES</b>	<b>ENGINEERING - ADA RAMPS 2022</b>	<b>\$1,330.00</b>			
<b>BURSICH ASSOCIATES</b>	<b>ENGINEERING - BENNETTS' COURT</b>	<b>\$70.00</b>			
<b>BURSICH ASSOCIATES</b>	<b>ENGINEERING - 28 N MARKET SUBDIV</b>	<b>\$840.00</b>			
C&S LAWN & LANDSCAPING	BACKHOE REPAIR	\$405.00			
CANON COPIER	COPIER LEASE	\$488.00			
CLEMENS UNIFORMS, MATS & MORE	MATS FOR HALL WAYS	\$75.20			
<b>CODE INSPECTIONS</b>	<b>BLDG CODE FIRE &amp; ZONING SERVICES</b>	<b>\$4,560.00</b>			
COMCAST	16 CHERRY ST	\$113.05			
COHEN LAW GROUP	COMCAST FRANCHISE RENEWAL	\$1,641.67			
COMMONWEALTH PRECAST INC.	STORM SEWER REPAIRS	\$3,684.00			
<b>DELAWARE VALLEY HEALTH INS</b>	<b>HEALTH INSURANCE FOR EMPLOYEES</b>	<b>\$15,334.76</b>			
DISCHELL BARTLE DOOLEY	LEGAL - ALLIANCE HOUSING DEV	\$1,911.00			
DISCHELL BARTLE DOOLEY	LEGAL - WEIMER 64 LINCOLN AVE	\$96.00			
EAS WATER	SPRING WATER FOR PW	\$40.95			
EDDIES ELECTRIC	ELECTRIC REPAIRS	\$238.00			
EDDIES ELECTRIC	WIRE 2 FLASHING FIREHOUSE LIGHTS	\$238.00			
GILL QUARRIES	STREET MATERIALS	\$120.00			
GILL QUARRIES	STREET MATERIALS	\$300.00			
GILL QUARRIES	STREET MATERIALS	\$165.00			
GILL QUARRIES	STREET MATERIALS	\$605.40			
KIM GOMEZ	CLEANING SERVICES FOR AUGUST	\$500.00			
GUARDIAN	COUNCIL LIFE INSURANCE	\$37.20			
H&K MATERIALS	STREET MATERIALS	\$508.35			
H&K MATERIALS	STREET MATERIALS	\$498.73			
H&K MATERIALS	STREET MATERIALS	\$133.61			
THE HARTFORD	AD&D LIFE STD & LTD INSURANCE	\$730.59			
<b>HATFIELD TOWNSHIP</b>	<b>AUGUST POLICE SERVICES</b>	<b>\$77,083.33</b>			
<b>HTMA</b>	<b>2ND QTR WASTEWATER TREATMENT</b>	<b>\$116,931.49</b>			
LITTLES	EQUIPMENT MAINTENANCE	\$125.95			
LOWES	SHOP SUPPLIES	\$51.26			
LOWES	SHOP SUPPLIES	\$62.62			
LOWES	SHOP SUPPLIES	\$151.47			
LOWES	PARK MAINTENANCE	\$65.72			
LOWES	BEHIND THE METER GENERATION	\$136.81			
MAILLIE	2021 AUDIT	\$3,750.00			
MCMAHON ENGINEERS	LINCOLN AVE BRIDGE	\$220.00			
JACQUELYN MINNER	ELECTRIC OVERPAYMENT REFUND	\$39.45			
NETWORK CONCEPTS	MANAGED IT SERVICES	\$485.00			
NETWORK CONCEPTS	MANAGED IT SERVICES	\$23.75			
PA ONE CALL	MONTHLY ACTIVITY	\$32.19			



Column2  
AUGUST 2022 ACCOUNTS PAYABLE BILL LIST

Column3    Column4    Column5    Column6

VENDOR BILL LIST

	ITEM DESCRIPTION	AMOUNT PAID	DATE PROCESSED	TOTAL PAID	CHECK NO.
RICHTER DRAFTING & SUPPLIES	OFFICE SUPPLIES	\$295.31			
RICHTER DRAFTING & SUPPLIES	OFFICE SUPPLIES	\$138.81			
SWIF	WORKERS COMP	\$2,758.00			
TD BANK CARD	MAILBOXES FOR OFFICES	\$50.86			
TD BANK CARD	POSTAGE FOR PACKAGES	\$29.70			
TD BANK CARD	ITEMS FOR PUBLIC WORKS	\$20.16			
TD BANK CARD	PESTICIDE CERTS	\$20.00			
TEAMSTERS LOCAL 830	EMPLOYEE BENEFITS	\$416.00			
TIMONEY KNOX	LEGAL SERVICES - GENERAL	\$112.00			
TIMONEY KNOX	LEGAL SERVICES - CODE ENFORCEMENT	\$112.00			
TIMONEY KNOX	LEGAL SERVICES - PW CONSTRUCTION	\$126.00			
TIMONEY KNOX	LEGAL SERVICES - 200 N. MAIN/2600 COWPATH	\$630.00			
TIMONEY KNOX	LEGAL SERVICES - PRESTIGE PARTNERS	\$98.00			
TIMONEY KNOX	LEGAL SERVICES - ZAMPIRRI	\$308.00			
TURTLE & HUGHES	ELECTRICAL SUPPLIES	\$2,400.00			
UTILITY ENGINEERS	FUSE COORD	\$880.00			
WHITETAIL DISPOSAL	WASTE DISPOSAL	\$166.60			
ZULTYS	TELEPHONE SERVICES	\$588.00			
SECURITY DEPOSITS:					
	BELQUIN ALEMAN	\$192.66			
	ARSEN CORA	\$259.70			
	KISHA HAIRSTON	\$96.57			
	WAYNE NOTTLE/THOMAS NOTTLE	\$18.38			
	THOMAS CAMPBELL, JR	\$264.47			
	JOVONIS GORE	\$244.82			
	KYLE MILLER	\$225.51			
		\$488,760.09			

**12. MOTION to ADJOURN:**

**EXECUTIVE SESSION: Real Estate,  
Litigation, & Personnel**