

HATFIELD BOROUGH COUNCIL

WORKSHOP MEETING

October 4, 2023



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 MEETING

October 4, 2023

AGENDA

CALL TO ORDER / ROLL CALL

1. APPROVAL OF MEETING AGENDA:

Motion: To Approve the Agenda of the October 4, 2023 Workshop Meeting

2. PUBLIC INPUT:

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

3. ANNOUNCEMENTS:

- Next Council Meeting October 18th Regular Meeting @ 7:00PM in Council Chambers
- Next Planning Commission Meeting is Scheduled for October 30, 2023 @ 7:00PM in Council Chambers
- HEROC is Scheduled to Meet Wednesday, October 25, 2023 @ 8:00AM in Council Chambers
- The Borough Offices will be closed Monday, October 9, 2023 in Observance of the Columbus Day Holiday
- HVFC Open House is Scheduled for October 24, 2023 @ 6:30PM at 75 N. Market Street, Hatfield
- Halloween Happy Event is Scheduled for Tuesday, October 31st @ 4:30PM to 6:30PM at the Borough Office

4. 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
- Utilities Committee Report
- Hatfield Economic Revitalization Outreach Committee Report
- Mayor Mary Anne Girard Report

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5. REPORTS AND CORRESPONDENCE:

- Monthly Investment Report
- Monthly EIT / LST Report
- Monthly YTD Report
- Zoning Hearing Board 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

6. MANAGERS REPORT:

7. NEW BUSINESS / DISCUSSION ITEMS:

- A. Tax Collector Letters of Interest
- B. Comcast Pole Attachment Agreement
- C. Resolution 2023-15 Comcast Franchise Renewal Agreement
- D. Resolution 2023-16 PennDOT Winter Services Agreement

8. OLD BUSINESS:

9. ACTION ITEMS:

- A. Motion to Consider Authorizing the Execution of the Pole Attachment Agreement between the Borough of Hatfield and Comcast of Southeast Pennsylvania, LLC
- B. Motion to Consider Resolution 2023-15 Authorizing the Execution of the Cable Franchise Agreement between the Borough of Hatfield and Comcast of Southeast Pennsylvania, LLC
- C. Motion to Consider Resolution 2023-16 Authorizing the Execution of the Winter Maintenance Services Agreement between The Borough of Hatfield and the Pennsylvania Department of Transportation (PennDOT)

10. MOTION to ADJOURN: Executive Session: Personnel, Litigation, Real Estate

2. PUBLIC INPUT:

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

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**4. REPORTS FROM STANDING COMMITTEES AND
MAYOR**

Budget, Finance and Labor Committee Report

**4. REPORTS FROM STANDING COMMITTEES AND
MAYOR**

Planning, Building and Zoning Committee Report

**4. REPORTS FROM STANDING COMMITTEES AND
MAYOR**

Public Safety Committee Report

4. REPORTS FROM STANDING COMMITTEES AND
MAYOR

Public Works & Property & Equipment Committee
Report

**4. REPORTS FROM STANDING COMMITTEES AND
MAYOR**

Utilities Committee Report

4. REPORTS FROM STANDING COMMITTEES AND
MAYOR

Hatfield Economic Revitalization Outreach Committee
Report

4. REPORTS FROM STANDING COMMITTEES AND
MAYOR

Mayor Mary Anne Girard Report

5. REPORTS AND CORRESPONDENCE

Monthly Investment Report

**HATFIELD BOROUGH
CASH ACCOUNTS
August 31, 2023**

| OPERATING ACCOUNT | <u>BANK BALANCE</u> | <u>AMOUNT</u> |
|---|---------------------|-----------------------|
| 01 - GENERAL | | |
| Bank Balance | \$514,996.26 | |
| O/S CHECKS | | (\$257,675.56) |
| DIT | | 0.00 |
| | | <u>(\$257,675.56)</u> |
| 07- ELECTRIC | | |
| Bank Balance | \$269,882.11 | |
| O/S CHECKS | | \$0.00 |
| DIT | | 4,839.19 |
| | | \$4,839.19 |
| 08 - SEWER | | |
| Bank Balance | \$264,555.73 | |
| O/S CHECKS | | \$0.00 |
| DIT | | \$1,288.45 |
| | | <u>\$1,288.45</u> |
| | \$1,049,434.10 | \$1,288.45 |
| Bank Balance | | \$1,049,434.10 |
| Book Balance | | \$797,886.18 |
| 18 - CAPITAL PROJECTS SINKING | | |
| | | \$1,455.80 |
| 35 - HIGHWAY AID | | |
| | | \$112,437.22 |
| HARLEYSVILLE SAVINGS BANK | | |
| Priority Business Savings | | \$123,675.55 |
| Priority Business Savings (Loans) | | \$323,498.83 |
| TOTAL OF ACCOUNTS | | |
| | | \$1,358,953.58 |
| ESSA | | |
| Checking account | | \$32,036.27 |
| KEY PRIVATE INVESTMENTS | | |
| 1131 CAPITAL RESERVE MANAGED | | \$419,150.66 |
| 1132 SEWER CAPITAL RESERVE MANAGED | | 781,515.28 |
| 1133 SEWER MANAGED | | 492,554.59 |
| 1134 ELECTRIC FUND MANAGED | | 936,698.33 |
| | | <u>\$2,629,918.86</u> |
| TOTAL OF TD BANK, HSB, ESSA & KEY PRIVATE BANK INVESTMENTS | | |
| | | \$4,020,908.71 |

**Hatfield Borough Total Income & Disbursements
YEAR 2023**

| | Gain/(Loss) | Income | Disbursements | Fees | Total Disbursements | Difference Income/Disbursements |
|-----------------------|--------------------|--------------------|----------------------|----------------------|------------------------|------------------------------------|
| Capital Reserve | (\$8,818.21) | \$11,839.90 | (\$15,251.92) | (\$2,277.01) | (\$17,528.93) | (\$5,689.03) |
| Sewer Capital Reserve | (17,790.66) | 23,388.95 | (29,531.96) | (3,965.36) | (33,497.32) | (\$10,108.37) |
| Sewer Managed | 1,957.60 | 11,323.30 | (15,152.78) | (2,567.52) | (17,720.30) | (\$6,397.00) |
| Electric | 62,293.53 | 26,510.16 | (25,833.58) | (4,444.58) | (30,278.16) | (\$3,768.00) |
| Total | \$37,642.26 | \$73,062.31 | (\$85,770.24) | (\$13,254.47) | (\$99,024.71) | (\$25,962.40) |

HATFIELD BOROUGH CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

YEAR 2023

| 2023 | Capital Reserve | +/- | % Change | Income | Disbursements | Fees | Total Disbursements | Difference Income/Disbursements |
|-------------------|-----------------|---------------|----------|-------------|---------------|--------------|------------------------|------------------------------------|
| Beginning Balance | \$427,968.87 | | | | | | | |
| January | \$436,605.31 | \$8,636.44 | 2.02% | \$3,412.02 | (\$6,824.04) | (\$247.11) | (\$7,071.15) | (\$3,659.13) |
| February | \$424,775.13 | (\$11,830.18) | -2.71% | \$1,177.00 | (\$1,177.00) | (\$251.08) | (\$1,428.08) | (\$251.08) |
| March | \$432,532.74 | \$7,757.61 | 1.83% | \$1,175.77 | (\$1,175.77) | (\$245.69) | (\$1,421.46) | (\$245.69) |
| April | \$434,039.15 | \$1,506.41 | 0.35% | \$1,184.86 | (\$1,184.86) | (\$248.99) | (\$1,433.85) | (\$248.99) |
| May | \$428,523.40 | (\$5,515.75) | -1.27% | \$1,197.64 | (\$1,197.64) | (\$249.55) | (\$1,447.19) | (\$249.55) |
| June | \$424,905.08 | (\$3,618.32) | -0.84% | \$1,219.61 | (\$1,219.61) | (\$546.37) | (\$1,765.98) | (\$546.37) |
| July | \$423,343.87 | (\$1,561.21) | -0.37% | \$1,218.13 | (\$1,218.13) | (\$244.66) | (\$1,462.79) | (\$244.66) |
| August | \$419,150.66 | (\$4,193.21) | -0.99% | \$1,254.87 | (\$1,254.87) | (\$243.56) | (\$1,498.43) | (\$243.56) |
| September | | | | | | | | \$0.00 |
| October | | | | | | | | \$0.00 |
| November | | | | | | | | \$0.00 |
| December | | | | | | | | \$0.00 |
| | | (\$8,818.21) | | \$11,839.90 | (\$15,251.92) | (\$2,277.01) | (\$17,528.93) | (\$5,689.03) |

HATFIELD BOROUGH SEWER CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

YEAR 2023

| 2023 | Sewer Capital | +/- | % Change | Income | Disbursements | Fees | Total Disbursements | Difference Income/Disbursements |
|-------------------|---------------|---------------|----------|-------------|---------------|--------------|------------------------|------------------------------------|
| Beginning Balance | \$799,305.94 | | | | | | | |
| January | \$805,840.10 | \$6,534.16 | 0.82% | \$6,143.01 | (\$12,286.02) | (\$461.52) | (\$12,747.54) | (\$6,604.53) |
| February | \$790,700.73 | (\$15,139.37) | -1.88% | \$2,275.88 | (\$2,275.88) | (\$463.41) | (\$2,739.29) | (\$463.41) |
| March | \$801,515.81 | \$10,815.08 | 1.37% | \$2,201.94 | (\$2,201.94) | (\$457.35) | (\$2,659.29) | (\$457.35) |
| April | \$801,867.57 | \$351.76 | 0.04% | \$2,667.91 | (\$2,667.91) | (\$461.39) | (\$3,129.30) | (\$461.39) |
| May | \$793,871.35 | (\$7,996.22) | -1.00% | \$2,576.02 | (\$2,576.02) | (\$461.02) | (\$3,037.04) | (\$461.02) |
| June | \$786,248.74 | (\$7,622.61) | -0.96% | \$2,497.86 | (\$2,497.86) | (\$756.41) | (\$3,254.27) | (\$756.41) |
| July | \$784,838.71 | (\$1,410.03) | -0.18% | \$2,455.85 | (\$2,455.85) | (\$452.73) | (\$2,908.58) | (\$452.73) |
| August | \$781,515.28 | (\$3,323.43) | -0.42% | \$2,570.48 | (\$2,570.48) | (\$451.53) | (\$3,022.01) | (\$451.53) |
| September | | | | | | | \$0.00 | \$0.00 |
| October | | | | | | | \$0.00 | \$0.00 |
| November | | | | | | | \$0.00 | \$0.00 |
| December | | | | | | | \$0.00 | \$0.00 |
| | | (\$17,790.66) | -2.21% | \$23,388.95 | (\$29,531.96) | (\$3,965.36) | (\$33,497.32) | (\$10,108.37) |

HATFIELD BOROUGH SEWER INVESTMENT ACCOUNT SUMMARY

YEAR 2023

| 2023 | Sewer Managed | +/- | % Change | Income | Disbursements | Fees | Total Disbursements | Difference Income/Disbursements |
|-------------------|---------------|-------------------|--------------|--------------------|--------------------|-------------------|------------------------|------------------------------------|
| Beginning Balance | \$490,596.99 | | | | | | | |
| January | \$495,353.80 | \$4,756.81 | 0.97% | \$3,826.48 | (\$7,652.96) | (\$283.27) | (\$7,936.23) | (\$4,109.75) |
| February | \$485,815.48 | (\$9,538.32) | -1.93% | \$1,413.16 | (1,416.16) | (284.86) | (\$1,701.02) | (\$287.86) |
| March | \$494,111.48 | \$8,296.00 | 1.71% | \$1,371.16 | (1,371.16) | (281.00) | (\$1,652.16) | (\$281.00) |
| April | \$494,612.45 | \$500.97 | 0.10% | \$1,412.17 | (1,412.17) | (284.43) | (\$1,696.60) | (\$284.43) |
| May | \$493,123.49 | (\$1,488.96) | -0.30% | \$849.92 | (849.92) | (284.36) | (1,134.28) | (\$284.36) |
| June | \$491,480.08 | (\$1,643.41) | -0.33% | \$815.53 | (815.53) | (583.51) | (1,399.04) | (\$583.51) |
| July | \$492,078.49 | \$598.41 | 0.12% | \$797.75 | (797.75) | (282.99) | (1,080.74) | (\$282.99) |
| August | \$492,554.59 | \$476.10 | 0.10% | \$837.13 | (837.13) | (283.10) | (1,120.23) | (\$283.10) |
| September | | | | | | | 0.00 | \$0.00 |
| October | | | | | | | 0.00 | \$0.00 |
| November | | | | | | | 0.00 | \$0.00 |
| December | | | | | | | 0.00 | \$0.00 |
| TOTALS | | \$1,957.60 | 0.44% | \$11,323.30 | (15,152.78) | (2,567.52) | (17,720.30) | (6,397.00) |

HATFIELD BOROUGH ELECTRIC INVESTMENT ACCOUNT SUMMARY

YEAR 2023

| 2023 | Electric | +/- | % Change | Income | Disbursements | Fees | Total Disbursements | Difference Income/Disbursements |
|-------------------|--------------|---------------|----------|-------------|---------------|--------------|------------------------|------------------------------------|
| Beginning Balance | \$874,404.80 | | | | | | | |
| January | \$892,742.46 | \$18,337.66 | 2.10% | \$15,193.38 | (\$13,812.38) | (\$504.88) | (\$14,317.26) | \$876.12 |
| February | \$874,972.03 | (\$17,770.43) | -1.99% | \$2,534.31 | (\$2,534.31) | (\$513.38) | (\$3,047.69) | (\$513.38) |
| March | \$892,856.28 | \$17,884.25 | 2.04% | \$2,847.02 | (\$3,551.44) | (\$506.07) | (\$4,057.51) | (\$1,210.49) |
| April | \$902,274.11 | \$9,417.83 | 1.05% | \$1,362.44 | (\$1,362.44) | (\$513.95) | (\$1,876.39) | (\$513.95) |
| May | \$917,495.04 | \$15,220.93 | 1.69% | \$620.88 | (\$620.88) | (\$518.73) | (\$1,139.61) | (\$518.73) |
| June | \$915,786.07 | (\$1,708.97) | -0.19% | \$657.13 | (\$657.13) | (\$827.47) | (\$1,484.60) | (\$827.47) |
| July | \$926,111.20 | \$10,325.13 | 1.13% | \$678.50 | (\$678.50) | (\$527.30) | (\$1,205.80) | (\$527.30) |
| August | \$936,698.33 | \$10,587.13 | 1.14% | \$2,616.50 | (\$2,616.50) | (\$532.80) | (\$3,149.30) | (\$532.80) |
| September | | | | | | | \$0.00 | \$0.00 |
| October | | | | | | | \$0.00 | \$0.00 |
| November | | | | | | | \$0.00 | \$0.00 |
| December | | | | | | | \$0.00 | \$0.00 |
| TOTALS | | \$62,293.53 | | \$26,510.16 | (\$25,833.58) | (\$4,444.58) | (\$30,278.16) | (\$3,768.00) |

5. REPORTS AND CORRESPONDENCE

Monthly EIT/LST Report

HATFIELD BOROUGH
Berkheimer Comparative
2018-2023 Earned Income Tax

(Report as of 9/29/2023)

| Month | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | Month | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 |
|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| January | 1,269.46 | 349.65 | 897.63 | 1,605.42 | 973.81 | 1,305.76 | July | 708.62 | 2,313.69 | 1,314.93 | 744.95 | 2,462.73 | 1,973.92 |
| | 1,246.16 | 874.13 | 1,174.92 | 868.35 | 815.69 | 592.07 | | 1,023.96 | 1,298.39 | 3,976.44 | 1,223.01 | 2,481.10 | 644.89 |
| | 1,551.37 | 800.44 | 1,119.74 | 998.92 | 914.12 | 1,125.14 | | 2,690.59 | 873.81 | 2,035.02 | 634.31 | 805.36 | 1,323.77 |
| | 1,912.97 | 1,248.17 | 516.76 | 2,805.81 | 722.35 | 1,090.52 | | 1,244.54 | 1,769.36 | 1,205.94 | 2,200.77 | 1,689.60 | 604.96 |
| | 1,359.06 | 2,798.24 | 2,033.58 | 1,700.01 | 1,293.40 | 2,436.46 | | 3,100.86 | 2,265.33 | | 1,050.49 | 886.99 | 3,058.34 |
| | 2,748.75 | 1,308.02 | 637.60 | 1,175.67 | 1,251.89 | 1,968.25 | | | 2,145.23 | | 1,067.68 | 678.38 | 1,488.77 |
| | 2,907.77 | 1,028.54 | | 1,753.74 | 702.34 | | | | | | 2,380.30 | 1,251.28 | |
| | | 3,445.15 | | | 1164.51 | | | | | | 2,707.21 | | |
| | | 2,941.43 | | | 3245.28 | | | | | | 2,733.27 | | |
| | | 1,295.00 | | | | | | | | | 620.75 | | |
| | | | | | | | | | | | 1,381.49 | | |
| | | | | | | | | | | | | | |
| Month Total | 12,995.54 | 16,088.77 | 6,380.23 | 10,907.92 | 11,083.39 | 8,518.20 | Month Total | 8,768.57 | 10,665.81 | 8,532.33 | 16,744.23 | 10,255.44 | 9,094.65 |
| YTD Total | 12,995.54 | 16,088.77 | 6,380.23 | 10,907.92 | 11,083.39 | 8,518.20 | YTD Total | 280,214.03 | 257,175.24 | 235,461.52 | 230,792.09 | 231,307.96 | 224,674.16 |
| February | 4,002.84 | 1,896.88 | 1,015.31 | 2,618.99 | 5,353.21 | 761.04 | August | 2,612.45 | 287.65 | 558.35 | 4,689.38 | 5,185.15 | 800.24 |
| | 745.39 | 3,389.65 | 1,404.67 | 1,154.47 | 10,607.93 | 1,935.45 | | 2,966.19 | 4,102.97 | 1,052.73 | 3,713.54 | 715.54 | 2,944.87 |
| | 1,068.20 | 2,253.01 | 3,413.92 | 6,737.26 | 4,967.27 | 951.90 | | 3,341.65 | 598.85 | 2,072.03 | 943.13 | 1,004.48 | 1,593.23 |
| | 2,322.17 | 7,894.07 | 6,497.09 | 2,195.49 | 9,525.63 | 2,202.98 | | 2,938.53 | 1,579.27 | 3,129.20 | 2,366.86 | 2,024.31 | 2,452.77 |
| | 2,136.35 | 3,450.18 | 2,685.50 | 1,739.30 | 7,476.14 | 4,089.83 | | 12,092.09 | 796.15 | 3,391.96 | 3,342.63 | 3,236.05 | 2,983.92 |
| | 1,096.05 | 7,284.23 | 5,027.63 | 6,758.94 | 4,242.59 | 5,829.73 | | 4,454.86 | 2,858.40 | 974.10 | 4,374.60 | 2,802.73 | 1,721.57 |
| | 6,451.52 | 6,401.96 | 12,077.62 | 5,019.71 | 5,744.09 | 5,627.93 | | 3,949.49 | 2,999.52 | 3,656.99 | 4,402.94 | 9,448.79 | 3,287.03 |
| | 3,084.17 | 3,938.27 | 7,563.81 | 8,048.59 | 5,982.69 | 2,705.79 | | 5,282.08 | 3,872.55 | 9,490.48 | 9,414.71 | 4,396.99 | 3,918.13 |
| | 2,957.36 | 9,162.41 | 12,150.83 | 5,962.24 | 4,466.18 | 5,767.75 | | 4,640.61 | 2,002.72 | 4,257.91 | 6,009.96 | 2,023.85 | 7,931.75 |
| | 3,474.97 | 5,285.32 | 6,064.53 | 626.35 | 3,705.99 | 4,625.01 | | 3,399.11 | 10,922.42 | 2,301.14 | 3,748.13 | 1,227.10 | 5,778.05 |
| | 6,582.47 | 2,990.39 | 4,692.13 | 3,399.64 | 3,383.48 | 3,007.26 | | 3,342.39 | 3,133.12 | 3,039.24 | 4,924.28 | 4,730.84 | 4,209.91 |
| | 8,598.03 | 1,792.57 | 3,249.18 | 2,867.27 | 5,083.00 | 5,548.80 | | 11,590.93 | 2,890.37 | 9,084.47 | 5,107.35 | 9,964.78 | 5,835.90 |
| | 3,307.50 | 6,598.77 | 3,987.61 | 6,582.96 | 2,401.37 | 2,356.02 | | 3,208.11 | 3,089.07 | 6,918.54 | 6,633.39 | 12,334.88 | 3,485.34 |
| | 4,743.36 | 6,810.35 | 8,765.07 | 5,083.15 | 1,406.49 | 2,329.15 | | 3,820.24 | 3,645.45 | 6,723.87 | 6,603.46 | 4,071.89 | 5,736.19 |
| | 2,607.12 | 2,690.03 | 2,068.74 | 12,700.19 | | 2,302.49 | | 4,954.41 | 7,891.69 | 5,651.24 | 8,446.28 | 4,674.67 | 5,294.07 |
| | | 8,666.29 | 2,455.14 | 4,639.66 | | 5,741.68 | | 3,575.43 | 3,646.00 | 2,964.63 | 2,726.28 | 3,347.94 | 10,119.90 |
| | | | | | | 2,938.40 | | 1,794.04 | 12,713.22 | 10,120.00 | | 5,911.40 | 6,949.50 |
| | | | | | | 7,832.19 | | 9,990.64 | 3,842.87 | | | 2,123.39 | 1,829.36 |
| | | | | | | | | | 3,930.48 | | | | |
| Month Total | 53,177.50 | 80,504.38 | 83,118.78 | 76,134.21 | 74,346.06 | 66,553.40 | Month Total | 87,953.25 | 74,802.77 | 75,386.88 | 77,446.92 | 79,224.78 | 76,871.73 |
| YTD Total | 66,173.04 | 96,593.15 | 89,499.01 | 87,042.13 | 85,429.45 | 75,071.60 | YTD Total | 368,167.28 | 331,978.01 | 310,848.40 | 308,239.01 | 310,532.74 | 301,545.89 |
| March | 3,697.59 | 248.37 | 1,405.81 | 495.61 | 1,100.74 | 4,889.69 | September | 722.77 | 6,748.05 | 985.69 | 772.18 | 466.77 | 188.66 |
| | 14,873.64 | 657.58 | 2,778.22 | 712.45 | 338.84 | 470.52 | | 1,185.50 | 5,660.63 | 5,439.47 | 5,186.01 | 2,067.30 | 870.99 |
| | 10,297.61 | 1,626.56 | 6,670.97 | 4,732.80 | 949.19 | 2,662.29 | | 1,689.50 | 1,046.01 | 4,890.58 | 4,827.34 | 3,894.70 | 5,016.64 |
| | 7,124.89 | 641.62 | 2,530.21 | 4,074.50 | 9,631.68 | 3,309.44 | | 584.15 | 3,657.63 | 2,727.80 | 2,168.47 | 2,679.82 | 5,218.07 |
| | 514.00 | 3,875.06 | 786.63 | 2,324.82 | 5,753.80 | 3,267.60 | | 3,960.44 | 3,472.75 | | 712.23 | 4,281.46 | 4,416.91 |
| | 2,603.71 | 2,934.35 | 1,241.80 | 1,067.87 | 1,558.27 | 7,571.44 | | 5,443.79 | 2,238.47 | | 2,332.14 | 2,529.21 | 853.66 |
| | 6,202.80 | 3,259.45 | 3,221.94 | 2,413.31 | 603.40 | 1,082.75 | | 8,083.38 | 1,715.33 | | | | 887.17 |
| | 2,451.97 | 2,226.26 | 1,440.49 | 1,989.90 | | 573.60 | | 957.58 | 2,027.57 | | | | |
| | 5,990.71 | 1,842.27 | 684.16 | 788.00 | | 595.31 | | | 2,956.02 | | | | |
| | 2,962.04 | 1,958.44 | 969.07 | 2,306.85 | | 1,347.03 | | | 1,953.55 | | | | |
| | 3,277.81 | | | | | 768.52 | | | | | | | |
| | 1,399.37 | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Month Total | 61,396.14 | 19,269.96 | 21,729.30 | 20,906.11 | 19,935.92 | 26,538.19 | Month Total | 22,627.11 | 31,476.01 | 14,043.54 | 15,998.37 | 15,919.26 | 17,452.10 |

HATFIELD BOROUGH
Berkheimer Comparative
2018-2023 Earned Income Tax

(Report as of 9/29/2023)

| Month | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | Month | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 |
|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| YTD Total | 127,569.18 | 115,863.11 | 111,228.31 | 107,948.24 | 105,365.37 | 101,609.79 | YTD Total | 390,794.39 | 363,454.02 | 324,891.94 | 324,237.38 | 326,452.00 | 318,997.99 |
| April | 509.44 | 1,870.53 | 536.24 | 1,027.46 | 1,031.04 | 1,338.50 | October | | 1,019.45 | 2,377.93 | 609.87 | 2,348.14 | 904.13 |
| | 1,322.59 | 313.47 | 806.74 | 723.41 | 1,847.21 | 912.30 | | | 624.14 | 538.51 | 1,738.74 | 261.22 | 1,298.78 |
| | 2,000.12 | 568.00 | 1,055.19 | 740.23 | 722.22 | 512.40 | | | 1,451.03 | 713.11 | 759.95 | 523.41 | 507.60 |
| | 1,714.05 | 1,210.64 | 1,634.74 | 2,858.30 | 2,373.57 | 537.87 | | | 1,269.68 | 1,485.07 | 2,555.52 | 1,716.83 | 2,112.50 |
| | 2,171.11 | 1,382.41 | 2,774.38 | 1,355.13 | 933.47 | 2,859.64 | | | 1,238.73 | 1,613.33 | 1,133.62 | 2,523.08 | 501.20 |
| | 3,157.99 | 2,075.59 | 2,051.28 | 4,655.27 | 594.25 | 3,930.29 | | | 1,850.91 | 1,191.30 | | | 1,083.69 |
| | 923.82 | 2,151.54 | 868.91 | | 1,000.01 | | | | 1,111.31 | 2,265.95 | | | 2,521.28 |
| | 5,228.72 | 2,851.71 | 1,148.07 | | 1,372.78 | | | | | 2,332.25 | | | |
| | | 2,427.63 | | | 4,087.56 | | | | | 3,735.80 | | | |
| | | 2,194.57 | | | | | | | | | | | |
| Month Total | 17,027.84 | 17,046.09 | 10,875.55 | 11,359.80 | 13,962.11 | 10,091.00 | Month Total | - | 8,565.25 | 16,253.25 | 6,797.70 | 7,372.68 | 8,929.18 |
| YTD Total | 144,597.02 | 132,909.20 | 122,103.86 | 119,308.04 | 119,327.48 | 111,700.79 | YTD Total | 390,794.39 | 372,019.27 | 341,145.19 | 331,035.08 | 333,824.68 | 327,927.17 |
| May | 4,628.44 | 4,459.17 | 1,188.18 | 1,911.19 | 2,763.50 | 2,063.67 | November | | 2,783.30 | 1,336.32 | 2,777.41 | 1,569.44 | 4,903.59 |
| | 4,483.43 | 1,765.84 | 3,580.10 | 2,579.52 | 7,579.38 | 2,437.85 | | | 2,389.34 | 2,617.40 | 1,732.81 | 2,268.14 | 1,625.24 |
| | 2,466.54 | 1,748.54 | 2,678.53 | 2,859.13 | 1,763.69 | 4,620.35 | | | 2,560.64 | 2,526.80 | 874.72 | 818.68 | 3,145.82 |
| | 1,140.31 | 2,575.59 | 4,367.02 | 2,845.53 | 2,027.48 | 1,778.76 | | | 2,071.58 | 2,168.99 | 4,203.85 | 2,397.84 | 3,656.73 |
| | 3,207.24 | 5,949.59 | 2,494.40 | 5,645.72 | 4,147.01 | 3,357.84 | | | 2,420.45 | 3,060.98 | 6,702.32 | 4,520.15 | 4,768.69 |
| | 4,531.82 | 6,157.15 | 6,748.51 | 18,479.47 | 7,949.59 | 1,226.35 | | | 6,962.82 | 2,349.77 | 7,316.81 | 3,334.51 | 7,437.73 |
| | 3,725.51 | 2,148.79 | 6,484.23 | 7,738.65 | 8,653.93 | 3,876.62 | | | 2,738.99 | 4,210.67 | 4,442.98 | 3,381.56 | 10,469.84 |
| | 2,092.75 | 7,045.81 | 5,750.03 | 3,788.42 | 4,299.39 | 1,262.14 | | | 4,376.47 | 5,545.46 | 10,961.95 | 2,643.88 | 9,624.91 |
| | 2,075.65 | 3,065.62 | 4,046.08 | 2,642.49 | 3,555.35 | 5,090.04 | | | 3,997.12 | 3,304.73 | 4,260.51 | 7,852.77 | 5,206.41 |
| | 2,928.69 | 5,923.99 | 5,506.50 | 8,941.10 | 6,754.05 | 5,949.56 | | | 6,450.32 | 15,209.01 | 9,768.05 | 4,072.46 | 3,705.72 |
| | 21,852.25 | 18,540.07 | 3,706.88 | 7,561.21 | 12,334.81 | 7,191.94 | | | 3,281.06 | 8,007.43 | 4,132.62 | 10,653.14 | 3,977.15 |
| | 6,033.62 | 6,503.78 | 3,567.78 | 2,400.69 | 5,969.28 | 8,073.18 | | | 4,063.54 | 2,132.28 | 2,736.33 | 2,409.28 | 3,144.20 |
| | 4,481.61 | 6,660.43 | 2,235.76 | 5,726.76 | 4,123.29 | 8,706.53 | | | 6,912.04 | 7,163.09 | 2,172.42 | 6,616.07 | 5,863.74 |
| | 3,541.50 | 1,471.61 | 7,804.52 | | 11,393.38 | 1,883.10 | | | 3,977.28 | 3,819.24 | 7,410.22 | 4,281.24 | 2,708.89 |
| | 5,035.92 | 7,016.30 | 4,180.55 | | | 3,029.22 | | | 1,736.51 | 3,303.78 | 5,745.19 | 3,932.62 | 2,800.94 |
| | 7,383.56 | 3,351.15 | 2,707.44 | | | 2,291.71 | | | 2,920.31 | 6,288.34 | | 10,793.56 | 1,395.09 |
| | 2,876.43 | 3,067.50 | 1,524.99 | | | 4,593.12 | | | | | | 2,496.96 | |
| | 5,586.13 | 5,787.70 | 13,490.65 | | | 4,876.07 | | | | | | | |
| | 6,421.33 | | 2,709.41 | | | | | | | | | | |
| | 6,856.58 | | | | | | | | | | | | |
| Month Total | 101,349.31 | 93,238.63 | 84,771.56 | 73,119.88 | 83,314.13 | 72,308.05 | Month Total | - | 59,641.77 | 73,044.29 | 75,238.19 | 74,042.30 | 74,434.69 |
| YTD Total | 245,946.33 | 226,147.83 | 206,875.42 | 192,427.92 | 202,641.61 | 184,008.84 | YTD Total | 390,794.39 | 431,661.04 | 414,189.48 | 406,273.27 | 407,866.98 | 402,361.86 |
| June | 2,460.29 | 749.82 | 1,854.95 | 3,220.50 | 2,713.22 | 10,891.42 | December | | 4,535.30 | 1,050.17 | 410.13 | 2,714.23 | 3,352.11 |
| | 1,446.48 | 1,451.89 | 719.21 | 577.58 | 1,216.36 | 2,456.00 | | | 3,659.25 | 1,162.50 | 1,005.12 | 4,944.30 | 1,486.54 |
| | 761.57 | 821.85 | 938.37 | 590.96 | 3,154.10 | 943.66 | | | 6,066.51 | 623.74 | 2,575.16 | 3,451.39 | 3,390.81 |
| | 1,688.05 | 779.03 | 6,367.26 | 3,746.29 | 3,972.34 | 1,977.77 | | | 3,291.29 | 549.87 | 6,791.38 | 3,114.23 | 4,611.90 |
| | 3,921.83 | 922.16 | 4,549.27 | 4,143.04 | 3,190.49 | 5,675.44 | | | 10,873.28 | 6,957.47 | 4,079.92 | 658.42 | 1,867.02 |
| | 13,916.30 | 3,719.00 | 3,905.34 | 3,179.13 | 726.06 | 1,490.64 | | | 3,202.02 | 4,385.64 | 3,129.30 | 1,843.41 | 2,310.93 |
| | 1,304.61 | 2,593.17 | 1,122.69 | 2,157.65 | 3,438.34 | 2,388.63 | | | 7,231.21 | 1,974.99 | 1,123.08 | | |
| | | 3,000.31 | 596.68 | 3,345.94 | | 882.36 | | | 827.51 | 1,126.54 | | | |
| | | 3,194.42 | | 658.85 | | 4,864.75 | | | 3,312.80 | | | | |
| | | 3,129.95 | | | | | | | 2,178.68 | | | | |
| | | | | | | | | | 5,890.55 | | | | |
| | | | | | | | | | 5,138.18 | | | | |
| | | | | | | | | | 3,132.98 | | | | |
| | | | | | | | | | 510.41 | | | | |
| | | | | | | | | | 286.32 | | | | |
| Month Total | 25,499.13 | 20,361.60 | 20,053.77 | 21,619.94 | 18,410.91 | 31,570.67 | Month Total | | 60,136.29 | 17,830.92 | 19,114.09 | 16,725.98 | 17,019.31 |
| YTD Total | 271,445.46 | 246,509.43 | 226,929.19 | 214,047.86 | 221,052.52 | 215,579.51 | Grand Total | | 491,797.33 | 432,020.40 | 425,387.36 | 424,592.96 | 419,381.17 |

HATFIELD BOROUGH
Berkheimer Comparative
2018 - 2023 LST TAX

| Month | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | Month | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 |
|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| January | 2,756.36 | 332.14 | 93.44 | 168.99 | 33.72 | 15.58 | July | | 106.14 | 377.25 | 27.49 | 524.30 | 259.31 |
| | 1,333.13 | | | | | 508.63 | | | 537.61 | 632.68 | 593.29 | | 727.57 |
| | | | | | | | | | | 910.77 | | | |
| Month Total | 4,089.49 | 332.14 | 93.44 | 168.99 | 33.72 | 524.21 | Month Total | - | 643.75 | 1,920.70 | 620.78 | 524.30 | 986.88 |
| YTD Total | 4,089.49 | 332.14 | 93.44 | 168.99 | 33.72 | 524.21 | YTD Total | 32,318.06 | 24,431.35 | 21,978.62 | 19,393.79 | 20,939.03 | 20,771.05 |
| February | 1,527.79 | 1,403.93 | 436.37 | 350.79 | 576.73 | 672.03 | August | 738.18 | 820.39 | 615.85 | 15.72 | 988.39 | 1,021.80 |
| | 530.52 | 600.29 | 1,364.20 | 900.92 | 748.10 | | | 835.62 | 816.85 | 582.08 | 1,073.14 | 681.02 | |
| | 6,599.42 | 794.83 | 4,918.01 | 500.10 | 995.27 | 1,668.98 | | 1,573.00 | 1,041.91 | 4,919.27 | 6,412.04 | 1,285.27 | 700.94 |
| | | 5,118.23 | 1,371.18 | 611.10 | 653.32 | 2,770.93 | | 5,418.49 | 1,610.06 | 1,707.15 | 774.35 | 6,305.29 | 2,969.69 |
| | | 1,417.42 | 865.50 | 1,042.25 | 2,319.88 | 2,590.00 | | 1,755.89 | 5,563.93 | | | 567.04 | 2,500.79 |
| | | | 528.58 | 4,235.56 | 2,607.58 | 254.47 | | 575.80 | 2,346.73 | | | | 2,480.47 |
| Month Total | 8,657.73 | 9,334.70 | 9,483.84 | 7,640.72 | 7,900.88 | 7,956.41 | Month Total | 10,896.98 | 12,199.87 | 7,824.35 | 8,275.25 | 9,827.01 | 9,673.69 |
| YTD Total | 12,747.22 | 9,666.84 | 9,577.28 | 7,809.71 | 7,934.60 | 8,480.62 | YTD Total | 43,215.04 | 36,631.22 | 29,802.97 | 27,669.04 | 30,766.04 | 30,444.74 |
| March | 2,548.99 | 1,676.71 | 714.70 | 1,676.03 | 2,341.35 | 763.13 | September | 341.97 | 12.79 | 792.30 | 463.51 | 315.28 | 376.14 |
| | 2,754.35 | 719.06 | | | 25.47 | 81.55 | | 757.00 | | 285.87 | | | |
| | 677.50 | | | | | | | | | | | | |
| Month Total | 5,980.84 | 2,395.77 | 714.70 | 1,676.03 | 2,366.82 | 844.68 | Month Total | 1,098.97 | 12.79 | 1,078.17 | 463.51 | 315.28 | 376.14 |
| YTD Total | 18,728.06 | 12,062.61 | 10,291.98 | 9,485.74 | 10,301.42 | 9,325.30 | YTD Total | 44,314.01 | 36,644.01 | 30,881.14 | 28,132.55 | 31,081.32 | 30,820.88 |
| April | 12.78 | 34.39 | | 60.43 | 196.71 | 352.66 | October | | | 311.77 | 146.06 | 63.69 | 330.79 |
| | 704.28 | | | | 509.66 | 584.34 | | | | 734.10 | 634.69 | | 556.04 |
| | 102.20 | | | | | | | | | | 53.07 | | |
| Month Total | 819.26 | 34.39 | - | 60.43 | 706.37 | 937.00 | Month Total | - | - | 1,045.87 | 833.82 | 63.69 | 886.83 |
| YTD Total | 19,547.32 | 12,097.00 | 10,291.98 | 9,546.17 | 11,007.79 | 10,262.30 | YTD Total | 44,314.01 | 36,644.01 | 31,927.01 | 28,966.37 | 31,145.01 | 31,707.71 |
| May | 917.64 | 302.48 | 460.51 | 402.30 | 905.86 | 1,173.10 | November | | 168.78 | 919.18 | 1,607.87 | 964.30 | 1,036.52 |
| | 898.99 | 630.75 | 1,692.90 | 1,275.28 | 375.32 | 1,797.10 | | 1,869.63 | 818.70 | 1,716.84 | 955.64 | 1,201.68 | |
| | 6,126.23 | 1,636.87 | 517.49 | 521.37 | 752.26 | 2,818.16 | | 558.15 | 1,731.16 | 4,065.74 | 4,150.70 | 2,863.12 | |
| | 1,529.61 | 4,688.75 | 5,320.14 | 3,739.00 | 2,351.25 | 1,540.23 | | 634.79 | 4,311.42 | 827.46 | 962.79 | 1,440.98 | |
| | 2,371.80 | 1,415.42 | 715.32 | 2,047.16 | 2,961.22 | 566.94 | | 5,849.85 | | | 1,791.10 | | |
| | | 1,642.82 | 7.86 | 575.37 | 669.24 | | | 1,857.02 | | | 200.36 | | |
| | | | | 107.68 | 683.76 | | | 1,083.96 | | | | | |
| | | | | | | | | 1,770.42 | | | | | |
| Month Total | 11,844.27 | 10,317.09 | 8,714.22 | 8,668.16 | 8,698.91 | 7,895.53 | Month Total | - | 13,792.60 | 7,780.46 | 8,217.91 | 9,024.89 | 6,542.30 |
| YTD Total | 31,391.59 | 22,414.09 | 19,006.20 | 18,214.33 | 19,706.70 | 18,157.83 | YTD Total | 44,314.01 | 50,436.61 | 39,707.47 | 37,184.28 | 40,169.90 | 38,250.01 |
| June | 590.01 | 141.38 | 536.24 | 558.68 | 77.62 | 1,626.34 | December | | 71.87 | 1,677.02 | 13.76 | | 474.53 |
| | 336.46 | 521.24 | 515.48 | | 630.41 | | | 769.15 | 26.53 | | | | |
| | | 710.89 | | | | | | 150.32 | 585.76 | | | | |
| Month Total | 926.47 | 1,373.51 | 1,051.72 | 558.68 | 708.03 | 1,626.34 | Month Total | - | 991.34 | 2,289.31 | 13.76 | 0.00 | 474.53 |
| YTD Total | 32,318.06 | 23,787.60 | 20,057.92 | 18,773.01 | 20,414.73 | 19,784.17 | Grand Total | 44,314.01 | 51,427.95 | 41,996.78 | 37,198.04 | 40,169.90 | 38,724.54 |

5. REPORTS AND CORRESPONDENCE

Monthly YTD Report

Combination of Funds 2023
YTD as of August 31, 2023

| | Revenues | Expenses | Budgeted | | | |
|-----------|----------------|----------------|----------------|------------------------|----------------|--------------------|
| | | | Revenues | % Revenues Received | Expenses | % Expenses Used |
| January | \$648,616.30 | \$575,529.70 | \$9,668,073.62 | 6.71% | \$9,426,367.13 | 6.11% |
| February | 527,900.02 | 665,186.71 | \$9,668,073.62 | 5.46% | \$9,426,367.13 | 7.06% |
| March | 665,672.40 | 593,164.10 | \$9,668,073.62 | 6.89% | \$9,426,367.13 | 6.29% |
| April | 412,026.11 | 510,785.63 | \$9,668,073.62 | 4.26% | \$9,426,367.13 | 5.42% |
| May | 889,809.65 | 711,583.98 | \$9,668,073.62 | 9.20% | \$9,426,367.13 | 7.55% |
| June | 410,666.33 | 372,267.40 | \$9,668,073.62 | 4.25% | \$9,426,367.13 | 3.95% |
| July | 578,824.38 | 591,827.70 | \$9,668,073.62 | 5.99% | \$9,426,367.13 | 6.28% |
| August | 721,984.03 | 581,208.64 | \$9,668,073.62 | 7.47% | \$9,426,367.13 | 6.17% |
| September | | | \$9,668,073.62 | 0.00% | \$9,426,367.13 | 0.00% |
| October | | | \$9,668,073.62 | 0.00% | \$9,426,367.13 | 0.00% |
| November | | | \$9,668,073.62 | 0.00% | \$9,426,367.13 | 0.00% |
| December | | | \$9,668,073.62 | 0.00% | \$9,426,367.13 | 0.00% |
| Total | \$4,855,499.22 | \$4,601,553.86 | | 50.22% | | 48.82% |

5. REPORTS AND CORRESPONDENCE

Zoning Hearing Board Report

5. REPORTS AND CORRESPONDENCE

Police Department Report

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



October 3, 2023

Submitted by Lt. Jane E. Robertson

Hatfield Police Report for Borough Council

8/24/2023 through 10/1/2023

Activity in brief



- 489 agency cases originated in Hatfield Borough
- 54 traffic stops were conducted
- 85 incidents were handled in the Borough's core district
- 207 Borough patrols were conducted
- 42 selective enforcements were conducted
- 81 traffic citations were issued
- 36 traffic warnings were issued
- 7 crashes were investigated
- 16 building overnight checks ("NightEyes") were completed

Theft: On September 12 at approximately 3:35 p.m., officers responded to South Girard Terrace for a report of a theft from a motor vehicle. The victim advised that overnight someone made entry into their vehicle and stole money. The theft was captured on video and it was determined the theft occurred at 3:54 a.m. and the person fled towards the rear of Hatfield Village Apartments. The case is open.

Disturbance: On September 6 at about 10:45 p.m., officers were dispatched to the area of West Lincoln Avenue for a report of loud music coming from the area of a garage. A resident was found to be working on his vehicle and playing the loud music. He was agitated that police were there refused to identify himself to police but did turn off the music. Officers were able to determine his identity using other means.

Disturbance: On September 9 at about 5:40 p.m., officers responded to a West Vine Street apartment for a report of loud music. Officers determined that there was a small party and that the music was being played at a reasonable level. This was explained to the complainant as was the applicable ordinance.

Suspicious person: On September 7 at about 2:30 p.m., officers responded to the area of the Liberty Trail for a report of a possible homeless encampment there. A female known to police was found to be living in the woods and she was advised she could not do so. Subsequent checking of the area found she had moved along.

Juvenile complaint: On September 3 at about 4:30 p.m., officers responded to the 300 block of West Broad Street for a report of juveniles in the roadway, biking in the middle of the roadway and doing “wheelies.” Officers were unable to locate the group.

Disturbance: On September 28 at about 6:48 a.m., officers responded to the area of South Main Street for a report of a woman yelling. Upon locating her, she advised officers she had a cramp in her back and had been yelling about it. Officers also determined that she had been reported missing from the Lamb Foundation and made contact with North Wales Police regarding this.

HATFIELD BOROUGH

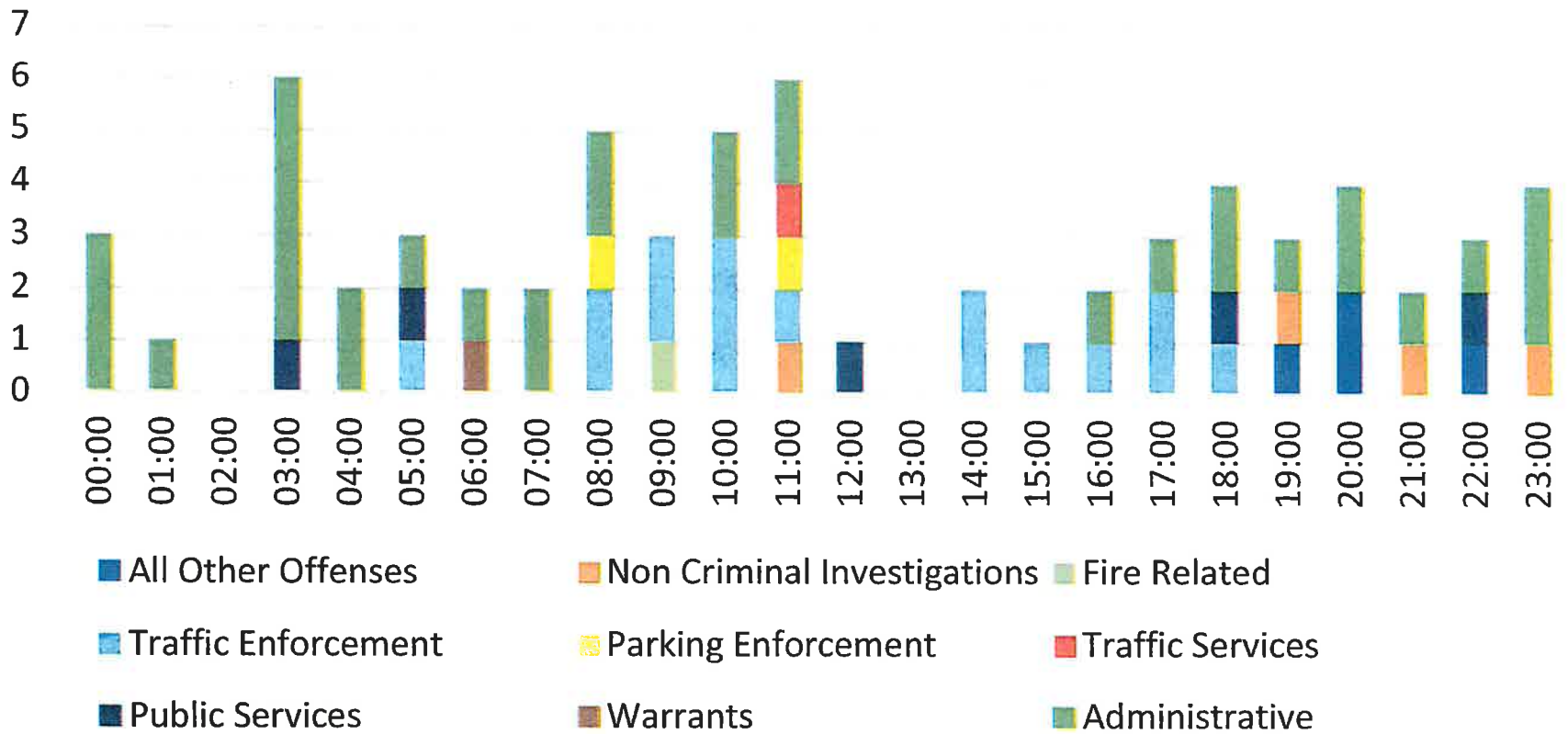
Agency Activity Report

By CFS Classification

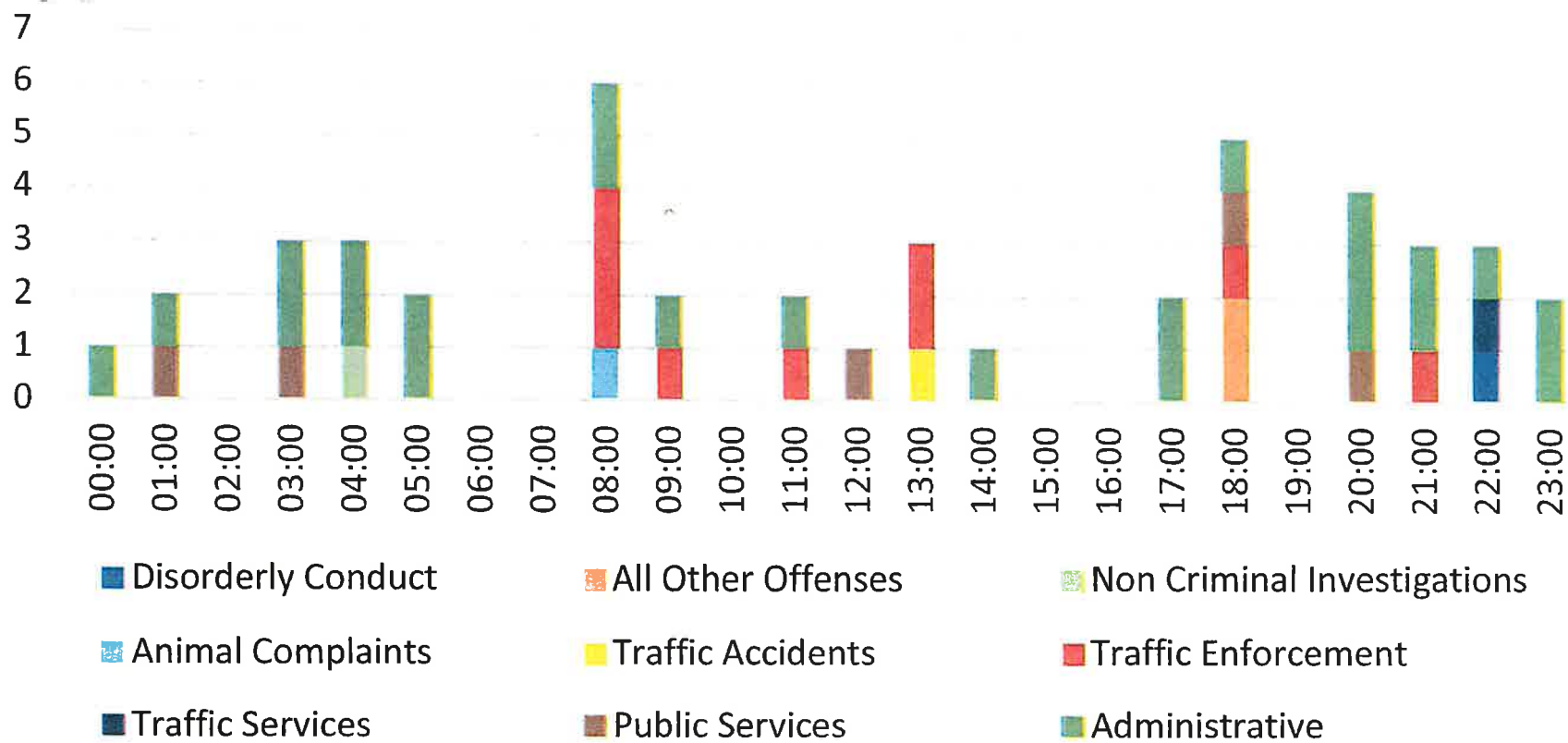
From Date: 8/24/2023 To Date: 10/1/2023

| Classification code | Description | Total Events | 0000-0800 | 0801-1600 | 1601-2400 |
|----------------------------|-----------------------------|---------------------|------------------|------------------|------------------|
| 0600 | Theft | 2 | 1 | 1 | 0 |
| 2000 | Family Offense | 2 | 1 | 1 | 0 |
| 2400 | Disorderly Conduct | 2 | 0 | 0 | 2 |
| 2600 | All Other Offenses | 11 | 1 | 3 | 7 |
| 4000 | Non Criminal Investigations | 21 | 7 | 5 | 9 |
| 4100 | Fire Related | 3 | 0 | 1 | 2 |
| 5000 | Lost Found Missing Persons | 3 | 0 | 2 | 1 |
| 5500 | Animal Complaints | 2 | 0 | 1 | 1 |
| 6000 | Traffic Accidents | 7 | 0 | 3 | 4 |
| 6300 | Traffic Enforcement | 102 | 9 | 66 | 27 |
| 6500 | Parking Enforcement | 17 | 0 | 7 | 10 |
| 6600 | Traffic Services | 4 | 0 | 3 | 1 |
| 7000 | Public Services | 50 | 19 | 13 | 18 |
| 7500 | Assist other Agency | 2 | 0 | 1 | 1 |
| 8000 | Warrants | 3 | 1 | 1 | 1 |
| 9000 | Administrative | 258 | 109 | 67 | 82 |
| | Total: | 489 | 148 | 175 | 166 |

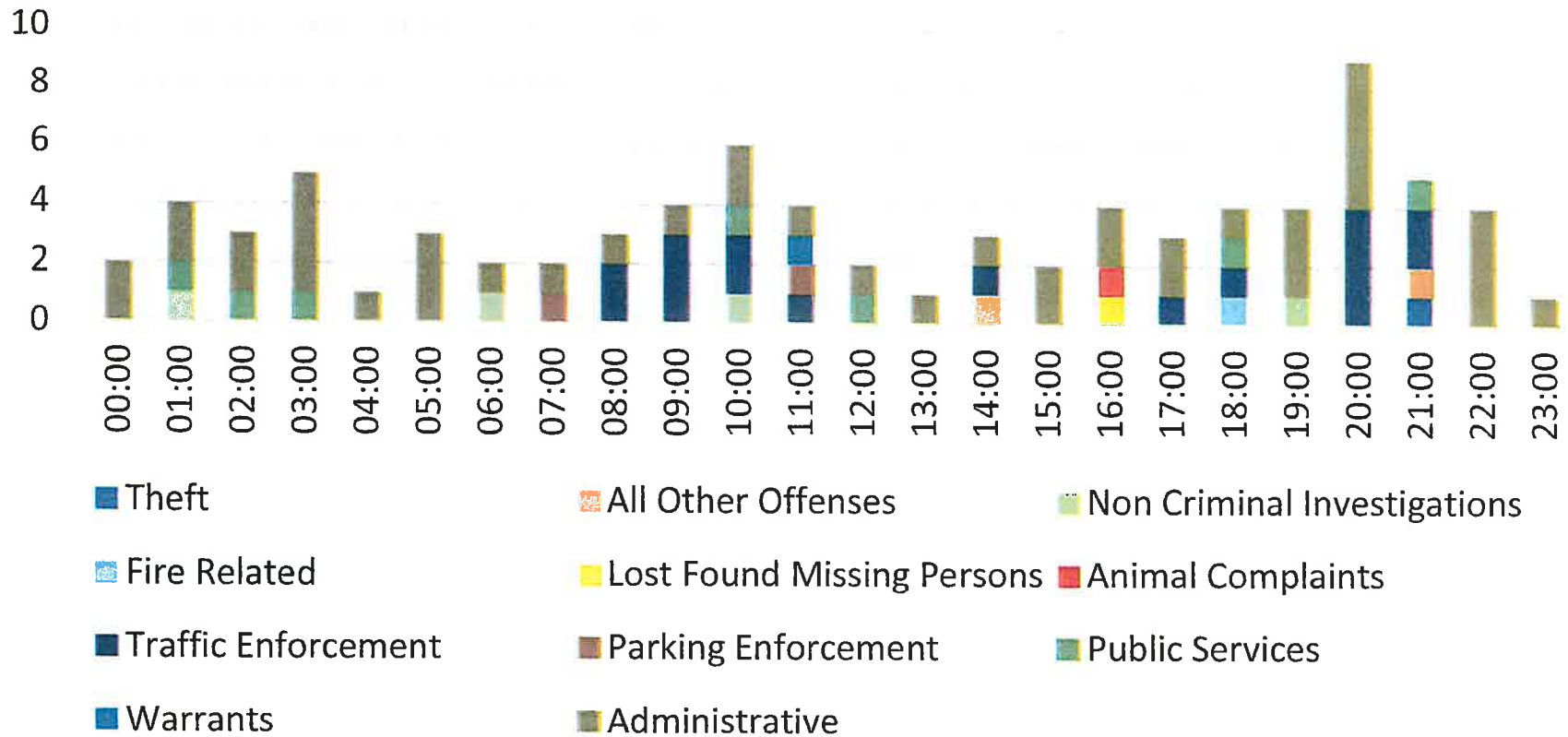
Mondays - 67 incidents



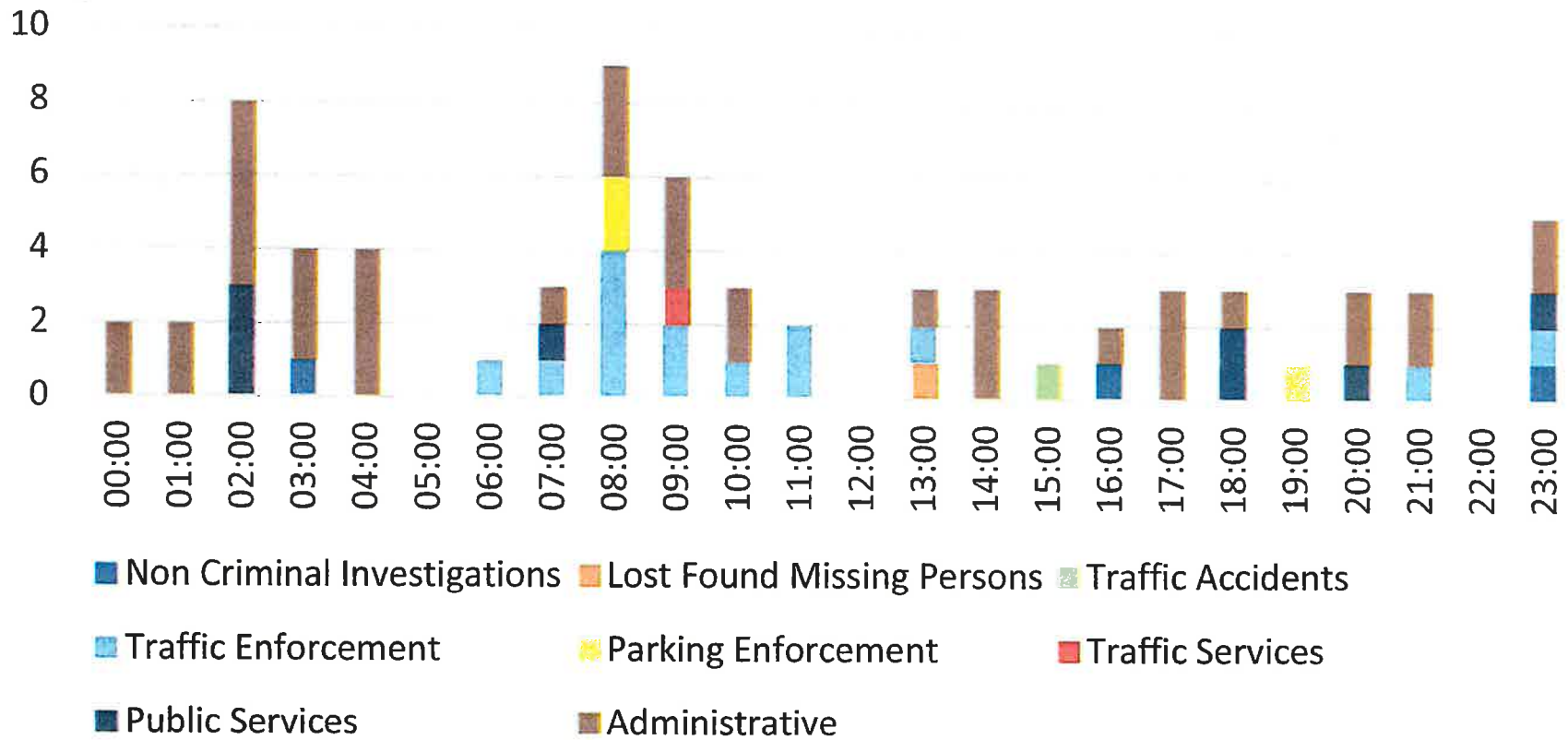
Wednesdays - 45 incidents



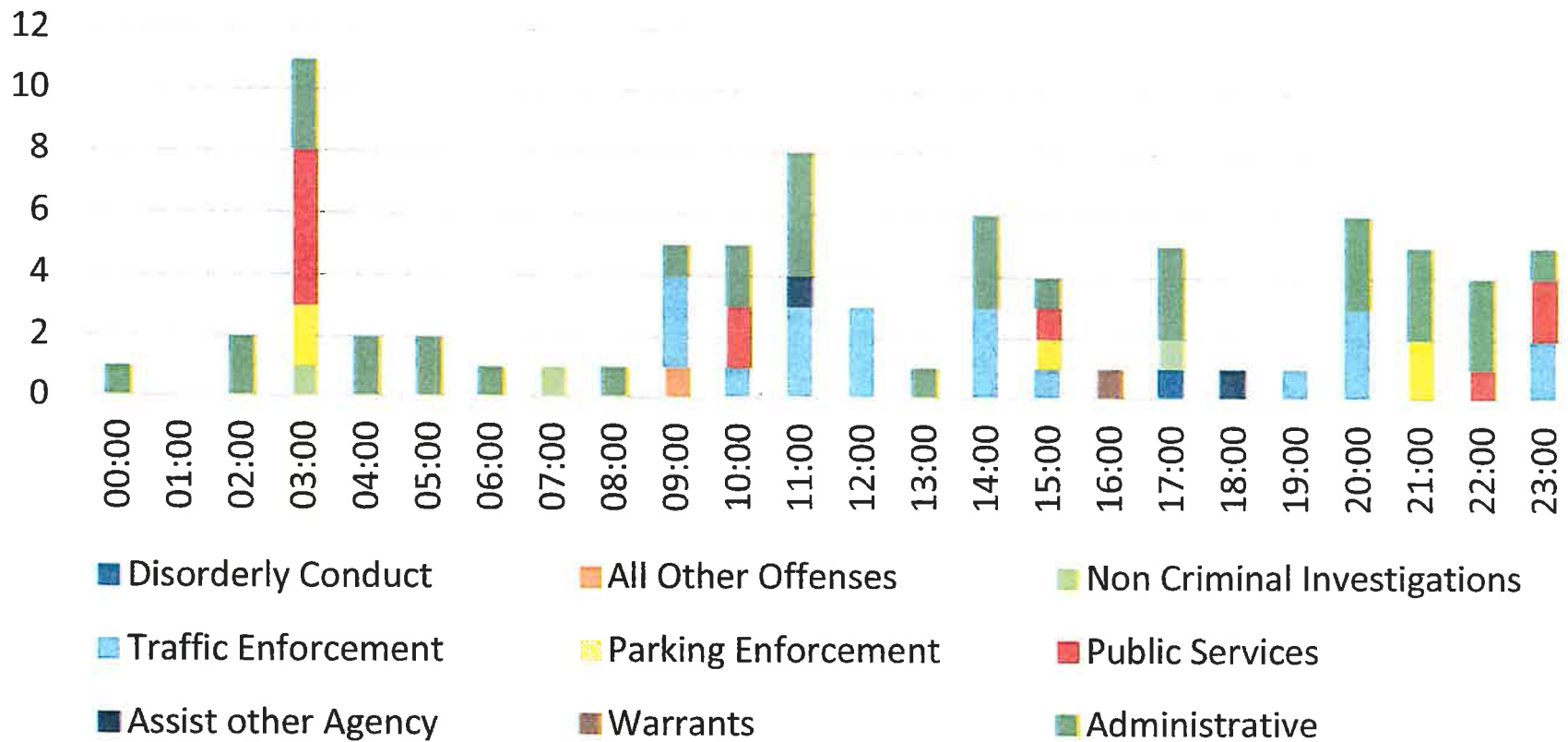
Thursdays - 81 incidents



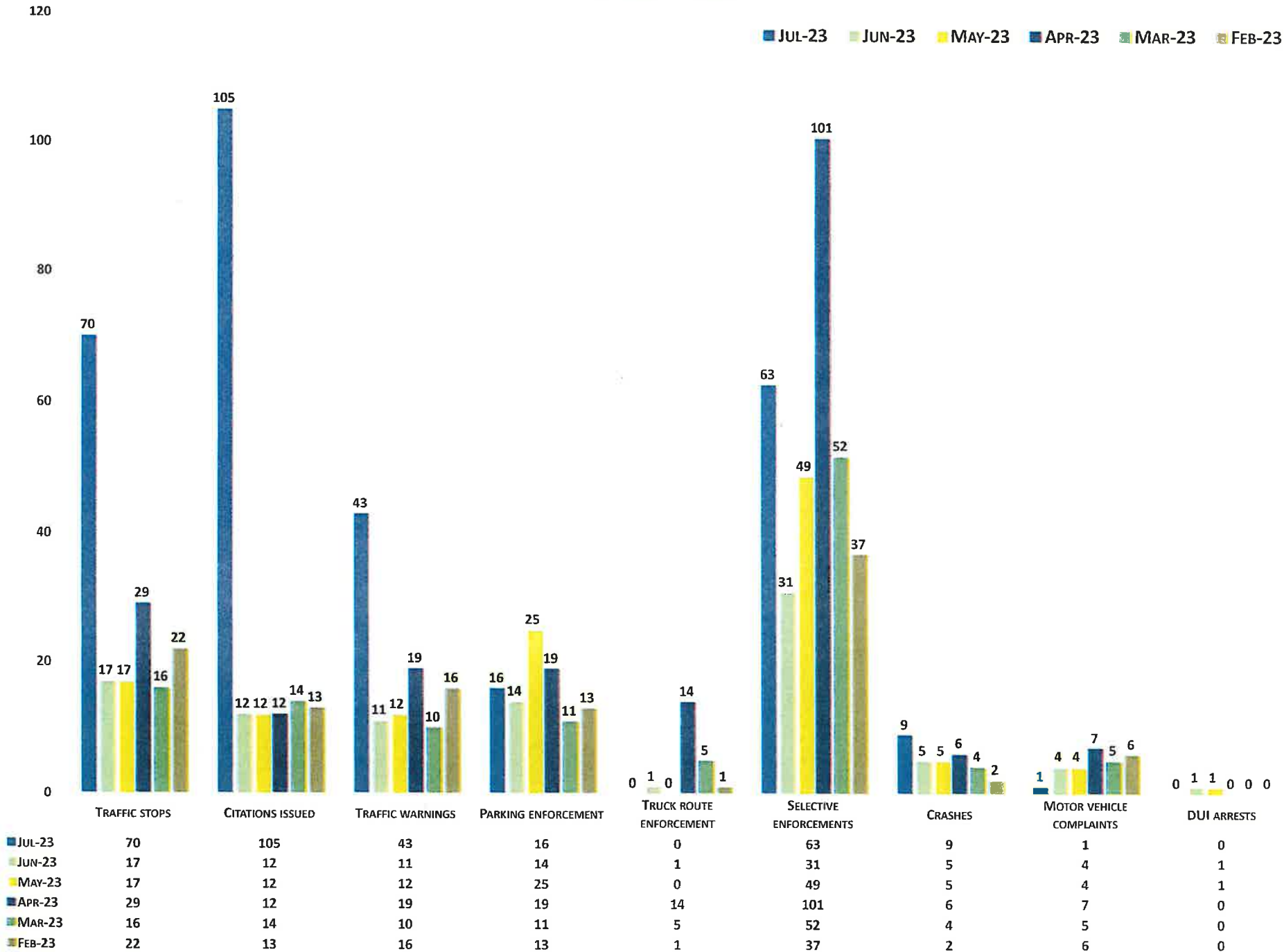
Fridays - 71 incidents



Saturdays - 81 incidents

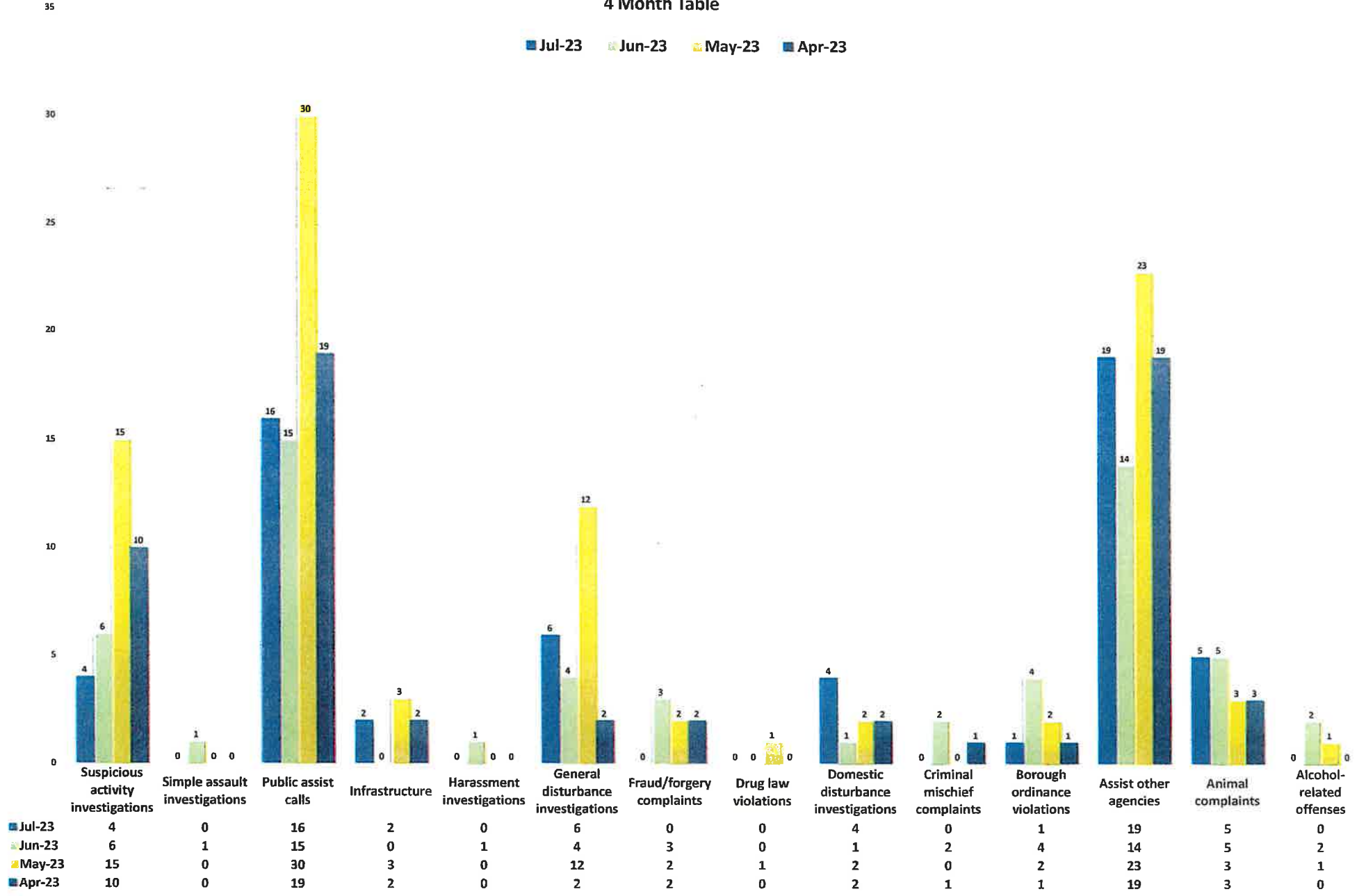


TRAFFIC ACTIVITY AND TRENDS 6 MONTH TABLE

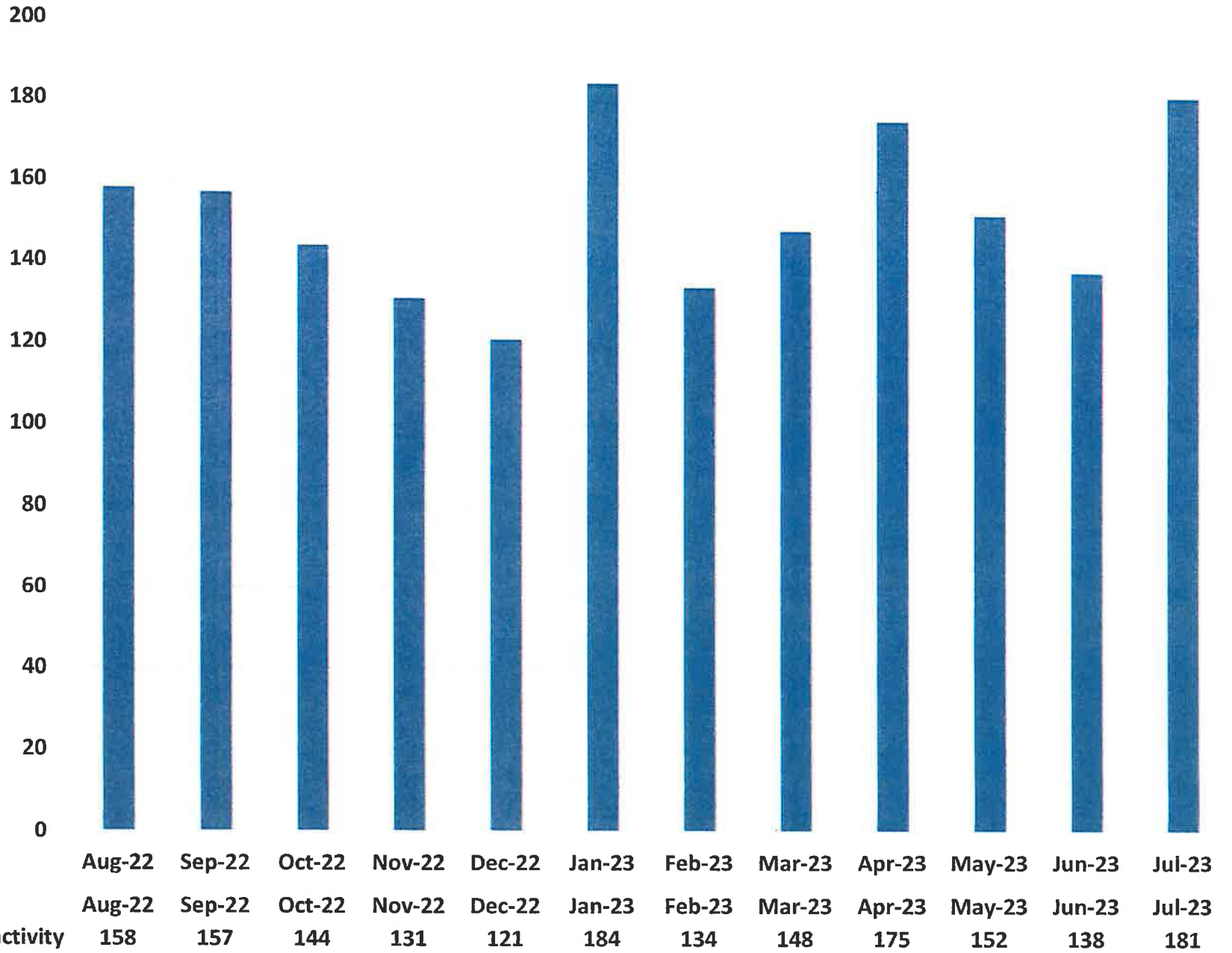


Call for Service Activities & Trends 4 Month Table

■ Jul-23 ■ Jun-23 ■ May-23 ■ Apr-23



Borough Patrol activity



■ Borough Patrol activity

5. REPORTS AND CORRESPONDENCE

Fire Department Report

5. REPORTS AND CORRESPONDENCE

EMS Report

5. REPORTS AND CORRESPONDENCE

Public Works Department Report

Stephen S. Fickert Jr

Public Works Director/Report for September, 2023

Wednesday, August 30, 2023

- Swept streets
- Painted parking lot spaces
- Marked PA 1 Calls
- Serviced equipment
- Ed off

Thursday, August 31, 2023

- Painted roads
- Picked up a load of top soil
- Ed off

Friday, September 1, 2023

- Collected trash from parks & buildings
- Painted roads
- Steve off
- Ed off

Saturday, September 2, 2023

Sunday, September 3, 2023

Monday, September 4, 2023

- Closed for Labor Day

Tuesday, September 5, 2023

- Cut grass at various locations
- Collected trash from parks & buildings
- Painted parking lots spaces
- Moved Temporary No Parking Signs for future painting
- Ed off

Wednesday, September 6, 2023

- Cut grass at various locations
- Painted parking lot spaces
- Steve at PMEA Conference
- Ed off

Thursday, September 7, 2023

- Cut grass at various locations
- Steve at PMEA Conference
- Responded a utility pole that was falling over on Union St
 - See attached pictures & Outage Report
- Jack off
- Ed off

Friday, September 8, 2023

- Cleaned up trucks from outage on 9/7/2023
- Washed trucks
- Steve at PMEA Conference
- Derik off
- Jack off
- Ed off

Saturday, September 9, 2023

Sunday, September 10, 2023

Monday, September 11, 2023

- Swept streets
- Cleaned up PW shop
- Marked PA 1 calls
- Fixed street signs
- Jack off

Tuesday, September 12, 2023

- Filled in areas with top soil
- Spread seed & straw
- Marked PA 1 calls
- Jack off

Wednesday, September 13, 2023

- Swept Streets
- Ran brush hog at various locations
- Ordered replacement signs for traffic signals
- Derik off 1/2 day
- Jack off

Thursday, September 14, 2023

- Removed fountain from Heritage Park pond
- Continued filling in areas with top soil
- Continued running the brush hog at various locations
- Responded to an electrical issue on Unionville Pike
 - See attached Outage Report
- Jack off

Friday, September 15, 2023

- Collected trash from parks & buildings
- Continued running the brush hog at various locations
- Finished filling in areas with top soil
- Derik off 1/2 day
- Jack off

Saturday, September 16, 2023

Sunday, September 17, 2023

Monday, September 18, 2023

- Collected trash from parks & buildings
- Swept Streets
- Checked pop up tents
- Hung Curbside Chipping posters
- Checked outlets on E Lincoln for Fall Fest
- Derik off ½ day

Tuesday, September 19, 2023

- Watered areas the PW department spread topsoil & seed
- Cut grass at various locations

Wednesday, September 20, 2023

- Worked with Eddie's Electric installing new exterior light at the administration building
- Worked with Eddie's Electric fixing street lights
- Watered areas the PW department spread topsoil & seed
- Cut grass at various locations

Thursday, September 21, 2023

- Greased the compact utility tractor
- Pressure washed zero turn mowers
- Started aerating & overseeding parks
- Finished painted parking lot spaces
- Watered areas the PW department spread topsoil & seed

Friday, September 22, 2023

- Continued aerating & overseeding parks
- Started painting yellow curbs
- Collected trash from parks & buildings
- Dropped off 57-1 at Franconia Auto Repair for inspection
- Swept streets
- Ed off

Saturday, September 23, 2023

- Fall Fest was cancelled due to rain

Sunday, September 24, 2023

Monday, September 25, 2023

- Collected trash from parks & buildings
- Cut down Fall Fest posters
- Greased equipment
- Washed trucks
- Ed off

Tuesday, September 26, 2023

- Picked up branches from parks
- Fueled generators
- Saw-cut concrete sidewalks at administration building

Wednesday, September 27, 2023

- Swept Streets
- Continued aerating & overseeding parks
- Installed swing mats at Centennial Park
- Started breaking out sidewalks at administration building

Thursday, September 28, 2023

- Attended PW training through MCPWA
- Continued aerating & overseeding parks
- Fixed street signs
- Marked PA 1 calls

Friday, September 29, 2023

- Collected trash from parks & buildings
- Washed trucks
- Replaced the main broom and conveyor belt on the sweeper
- Ed off

Saturday, September 30, 2023

Hatfield Borough Council

From: Stephen S. Fickert

Subject: Work accomplished during the month of September, 2023

Parks Maintenance -Trash was collected at parks & buildings as needed. Cut grass at various locations as needed. Spread topsoil throughout low spots in the parks. Started aerating and overseeding parks. Installed swing mats at Centennial Park.

Electric Department-Responded to a utility pole that fell over on Union St, see attached Outage Report & pictures. Worked with Eddie's Electric fixing street lights and installing a new service wire. Responded to two properties that only had ½ power, see attached Outage Report.

Equipment Maintenance - Service was performed on the plate compactors and 57-10. 57-1 was sent to Franconia Auto for yearly inspection. Replaced the main broom and conveyor belt on the Sweeper. Washed and greased trucks as needed.

Street Maintenance - Inlets were cleaned as needed. Marked out PA-1 calls. Replaced/fixed street signs as needed. Continued painting roads & parking lots.

Building Maintenance - Worked with Eddie's Electric installing new exterior lights at the administration building.

Storm/Sanitary Sewer Department -

DATE: 9/7/2023

POWER OFF: 8:45PM

POWER ON: 11:30PM

PROPERTIES AFFECTED: 325, 331, 333, 335, 341, 343, 340, 338, 330,
326, 320, & 316 Union St and 2424 & 2425 Unionville Pike.

EMPLOYEES RESPONDING: James & Derik

CONTRACTOR CALLED: Carr & Duff

TIME: 6:25PM

ARRIVED: 7:30PM

CAUSE OF OUTAGE: The outage was not caused by the utility pole falling.
The outage was caused by Carr & Duff opening the sectionalizing fuse to safely replace
the pole. The cause of the pole falling was base rot, see attached photos.

REPAIRS MADE: Power was shut off for the above-mentioned properties and
the pole was replaced.

Additional Notes: Because of the installation of the sectionalizing fuses,
the linemen were easily able to shut off the power and safely replace the pole. The
outage also enabled the work to take place faster than if they were working around
energized lines.



30

25

SPEED
LIMIT
25

R

FOR SALE
K&C
KIMBERLY
KIMBERLY
JAMES WIGLEY
KEITH MITZGER
215.855.5100

BRUNNE
AND FABRICK

HATFIELD
POLICE

COLLISION CENTER



DATE: 9/14/2023

POWER OFF: 5:20PM

POWER ON: 6:58PM

PROPERTIES AFFECTED: 2425 & 2437 Unionville Pike

EMPLOYEES RESPONDING: Steve

CONTRACTOR CALLED: Eddie's Electric

TIME: 5:32PM

ARRIVED: 6:13PM

CAUSE OF OUTAGE: One leg of the secondary wire burnt off the H tap and caused the two properties to only have ½ power.

REPAIRS MADE: Cut the bad section of wire off and re tapped the wires together.

Additional Notes: The exact time of the outage is unclear. The time stated above is the time the manager received the phone call and called the Electric Superintendent. This issue could have been going on for longer and was un-noticed.

5. REPORTS AND CORRESPONDENCE

Engineering Report

Memorandum

Date: September 26, 2023

To: Ms. Jaime E. Snyder, Manager, Hatfield Borough

pc: Ms. Katie Vlahos, Assistant to the Manager, Hatfield Borough
Mr. Steve Fickert, Public Works Director, Hatfield Borough
Ms. Kate Harper, Borough Solicitor
Hatfield Borough Council

From: Chad E. Camburn, P.E.

Subject: October 2023 Engineering Report
Bursich Project No. HAT-01/065075



The following is a highlighted list of recent activities for the Borough Council Meeting:

CAPITAL IMPROVEMENT PROJECTS:

- 2023 Roadway Resurfacing Project
The scope of work includes milling and overlaying E. School St., Forest Way, and Orchard Lane, with select areas of base repair to be determined once the milling is completed. The contract was awarded to Blooming Glen Contractors.

All work has been completed. We are currently awaiting the certified payrolls from the contractor prior to recommending payment.

- 2022 Roadway Resurfacing Project
Completion of the final punchlist items, which include pavement corrections at two ramps and submission of closeout documents, will be done in Summer 2023 in conjunction with the 2023 Roadway Resurfacing work.

All work has been completed. We are currently awaiting the certified payrolls from the contractor prior to recommending payment.

ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS



2129 E. High Street | Pottstown, PA 19464
N 40° 14' 40.2" W 075° 36' 09.6"

610.323.4040
www.bursich.com

- **Broad Street Storm Sewer & N. Main Street Storm and Sanitary Sewer Improvements**
The project will replace the entire storm sewer system in West and East Broad Street and North Main Street, 280 LF of deteriorated 30"x52" CMP through private properties, and the entire sanitary sewer system in North Main Street. \$1.09M of the project will be funded with Commonwealth Financing Authority (CFA) Pa Small Water and Sewer and H2O PA grants. The NPWA will replace their water main from Towamencin Ave. to Main Street under the contract with the Borough's work. Once the work in E. Broad Street is complete PennDOT will mill and overlay E. Broad Street. While W. Broad Street is not currently on PennDOT's five-year plan for repaving, the Borough could attempt to have PennDOT add it as the construction scope and schedule develop.

Applications for two additional grants were submitted to the PA Commonwealth Financing Authority on December 21, 2022. Awards are expected to be announced by September 2023.

We are currently awaiting the PennDOT Highway Occupancy Permit and notification of the grant awards. The September 19 CFA meeting was cancelled. The next meeting is scheduled for November 21, 2023.

SUBDIVISION / LAND DEVELOPMENT / PERMITS:

- **Didden Greenhouses Land Development**
The application proposes to construct 121,525 sf of new greenhouses, associated parking lot, and stormwater management facilities on an 18-acre tract in Hatfield Township and Hatfield Borough. The new structures and parking lot are proposed primarily within the Township, while the stormwater basin and access driveway to W. Vine Street are proposed within the Borough.

Our first review letter was issued on January 12, 2023 pertaining primarily to Stormwater Management, Flood Area Analysis, Driveway, and Trail within the Borough. We are currently awaiting revised documents.

No Change from Last Report - We met with the design engineer on August 15, 2023 to discuss the results of the Floodplain Analysis and its impact on the site design and required zoning relief. It is our understanding that revised design documents will be submitted along with an application for Zoning Relief associated with improvements within the Floodplain Conservation District.

- **Bennetts Court (Prestige Building Partners Townhomes)**
The application proposes the construction of 18 townhouse units in three buildings taking access off a new cul-de-sac street, partially comprising an area of undedicated E. Broad Street.

Perimeter E&S controls have been installed, and the developer met onsite with a representative from the County Conservation District. Clearing and grubbing has been completed. A Grading Permit application has been approved for earthmoving.

- **23 N. Main St. Sketch Plan:**

No Change from Previous Report - Our review of the sixth sketch plan, last revised June 2, 2023, was issued on July 18. Zoning relief will be required for the proposed development. The plan was discussed with the Planning Commission at its August 7, 2023 meeting. The applicant is considering making design changes based on the Planning Commission's feedback.

- **28 N. Market St. Minor Subdivision:**

The project includes the subdivision of the property at 28 N. Market Street into two residential lots. Preliminary/Final Approval was granted by Resolution No. 2022-19 at the July 20, 2022 Borough Council meeting.

No Change from Previous Report - The applicant is working on finalizing the shared driveway easement agreement and subdivision documents for recording.

MISCELLANEOUS:

- **Hatfield Township and Hatfield Borough Joint Stormwater Study**

A \$200,000 Local Share Account (Gaming Funds) grant was awarded to the two municipalities to complete a joint study on stormwater concerns and needed improvements. On September 19, 2023 a kickoff meeting was held with the Municipal Managers, Public Works staff, and consultants to initiate the planning process.

As always, please feel free to contact me at 484-941-0418 or chad.camburn@bursich.com with any questions.

5. REPORTS AND CORRESPONDENCE

Zoning Officer, Building Code, Property Maintenance Report

Code, Zoning and Fire Safety Report – September 2023

Jamie Snyder’s Memorandum List

Items on the list continue to be monitored, most are inactive or resolved.

Fire Inspections

2023 Fire Inspections are being received and scheduled. Many follow-up and re-inspections are being completed. Currently 69% of total inspections have been initiated.

Resale Inspections (3 Total)

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

Permits (10 Total Processed)

- (1) Shed
- (1) Re-roofing
- (1) HVAC
- (2) Residential interior alteration
- (2) Electrical
- (1) Patio
- (1) Driveway alteration
- (1) Sidewalks

Notice of Violations (6 Total new)

- W Vine St – High Grass - RESOLVED
- Edgewood Dr – RESOLVED
- Edgewood Dr – Trash - Unfounded
- W Vine St – Overgrown vegetation on stockpile in rear yard. NOV sent.
- Edgewood Dr – High Grass and old appliances sitting in side yard– RESOLVED
- Columbia Ave – Mattress and box spring sitting at curb– RESOLVED

Non-Traffic Citations (0 Total New)

Notes:

Submitted by,
Robert J. Heil
Code & Zoning Enforcement

5. REPORTS AND CORRESPONDENCE
Fire Marshal / Fire Safety Report

5. REPORTS AND CORRESPONDENCE

Pool Advisory Report

6. MANAGER'S REPORT



Borough of Hatfield

Montgomery County, Pennsylvania

MANAGER'S REPORT General Report and Projects Update

1. Land Use & Development Updates:

- A. Edinburgh Square Subdivision
 - Maintenance Bond in place
- B. Bennetts Court Land Development
 - Grading Permit Received
 - E&S Controls Placed
- C. 43 Roosevelt Land Development
 - Developers Agreement
- D. SEPTA Property
 - Long Term Lease Agreement – Approved 6/14/2023
- E. 200 N. Main Street (Biblical Seminary)
 - Sketch Plan submitted
 - Applying for Tax Credits for Project
 - Received Grant for the Development
 - Looking at Zoning Extension – received 8/10/23
- F. 28 N. Market Street Subdivision
 - Preliminary Final Granted by PC / Council
 - Working on Recording
- G. 23 N. Main Street
 - Updated sketch Plan Submitted – Council 8/30/23
- H. George Didden Greenhouses
 - Updating plans. Looking to come to ZHB.

2. Utility Billing Update:

- Staff continues to monitor Electric & Sewer Past Due accounts. Shut-offs occurred in September and are scheduled for October.
- 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
 - Waiting for Grant Reimbursement – in PennDOT Que
- B. CMAQ Grant (Synchronization of Signals)
 - McMahon made adjustments to the intersection of E. & W. Vine and S. Main Street.

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

4. **2022 Outstanding Project Updates:**
 - A. 2022 Roadway Resurfacing Project
 - Punch List items – Completed – waiting for payment paperwork
 - B. W. Broad Street, E. Broad Street, N. Market H2O / PA Small Water Storm and Sanitary Sewer Grant Project
 - Working on the bid package
 - HOP Application – submitting
 - Applied for additional grant funding
 - C. CTP Firehouse Flasher Grant
 - Working on Grant Reimbursement
 - Quarterly Maintenance Scheduled
 - D. MTF / CTP Crosswalk Grants
 - HOP Application – realign crosswalk to the intersection
 - Coordination with Storm and Sanitary H2O / PA Small Water Grant Project - working with Engineer
5. **2023 Project Updates:**
 - A. 2023 Curb and ADA Project
 - Completed
 - B. 2023 Roadway Resurfacing Project
 - Completed – waiting for payment paperwork
6. **PMEA Update:**
 - September newsletter attached
7. **AMP Pennsylvania R.I.C.E. BTM Peaking Project Update:**
8. **Public Information Officer Update:**
9. **Items of Interest:**
 - Indian Valley Tastings Event

Respectfully Submitted,
Jaime E. Snyder, Borough Manager
October 4, 2023



Save these Dates!

**PMEA 2023 Annual Conference – September 4 – 6, 2024
@ Omni Bedford Springs, Bedford**

PMEA Finance Workshop – September 4, 2024 @ Omni Bedford Springs, Bedford

2023 Training for Line Crews – * **REGISTRATION OPEN** *

- **Rigging** - October 23 & 24 in Lansdale and October 26 & 27 in Grove City
October 31 & November 1 in Chambersburg

Stay tuned for more details about the 2024 schedule of classes!

Thompson Receives Havrilla Public Power Award

Bob Thompson, former manager of Ephrata Borough, was the recipient of this year's James J. Havrilla Public Power Service Award. In addition to his role as Manager, Thompson served on the PMEA and AMP Board of Directors. He believed in the power of advocacy for public power communities as he routinely participated in APPA events and lobbied in DC with Pennsylvania's Congressional delegation during APPA's annual Legislative Rally.

Over his years of service, Thompson was a fierce advocate for public power and the unique role it plays in these communities. At the conference, he urged attendees to get involved at the state and federal levels and to attend the conference, APPA, and other events. He also encouraged the AMP member boroughs to participate in AMP and to press for an additional PA seat on the AMP board. Thompson encouraged attendees to persevere in protecting and promoting public power in their communities and with policymakers.

Named after James J. Havrilla, the award is presented to an individual who, throughout their career, has consistently demonstrated a commitment to public power. James Havrilla was a professional engineer who engaged with many, if not all, of PMEA's member municipalities over the course of his career. His 25-year affiliation with PMEA first began in 1993 when he was employed by Quad 3, the association's appointed engineers.



Conference Presentations Available and Updates Coming

The PowerPoint presentations from the Finance Workshop and the Annual Conference are available under the members only section of the PMEA website - <https://www.papublicpower.org/>. The members only section can be located in the upper right-hand corner of the home page. Please be certain to access these soon as they will only be available for a limited time.

The members only section will be going through a revamp this fall. We want to be certain that we are providing you with the information you need at your fingertips. PMEA welcomes your feedback on items of most importance and information that would be most helpful to you. To share your feedback and suggestions for an improved experience, please complete this very brief survey – <https://www.surveymonkey.com/r/ZC6TNXK>. Your input is most valuable.

Highlights from the PMEA 2023 Annual Conference

From the first in-person Finance Workshop to highly informative and engaging sessions as well as an opportunity to talk with more than 20 companies exhibiting and attending, this year's conference had something for everyone. More on the conference in next month's newsletter!



PennDOT Hosting Regional EV Meetings

PennDOT is hosting a community conversation about electric vehicles (EVs) and how they best fit in your community. Join the Department to learn about EVs, the National Electric Vehicle Infrastructure (NEVI) Program, funding options and more!

Gettysburg Heritage Center
297 Steinwehr Ave
Gettysburg, Pennsylvania 17325
Monday, October 16, 5pm-7pm

Graystone Mansion
53 S 1st Ave
Coatesville, Pennsylvania 19320
Thursday, October 19, 6pm-8pm

Michael Ross Event Center
144 W 3rd St
Williamsport, Pennsylvania 17701
Monday, October 23, 5pm-7pm

H. O. Hirt Auditorium at Blasco Library
160 E Front St
Erie, Pennsylvania 16507
Wednesday, November 1, 5pm-7pm

Goggleworks
201 Washington St
Reading, Pennsylvania 19601
Thursday, November 2, 6pm-8pm

Southwestern Pennsylvania Commission (SPC)
42 21st St, Suite 101
Pittsburgh, Pennsylvania 15222
Wednesday, November 8, 6pm-8pm

Space is limited, register today!

Register online today at: <https://forms.office.com/r/hSJANSXQ0S>

Information about NEVI and meetings will be added to our [Learn About NEVI webpage](#).

Background:

The Bipartisan Infrastructure Law (BIL) provides states with \$7.5 billion to help make EV charging more accessible to all Americans for local and long-distance trips.

Over the five years of the NEVI Formula Program, Pennsylvania will receive \$171.5 million in dedicated formula funding.

The Pennsylvania NEVI State Plan is an evolving document updated annually. The initial plan supports the allocation of federal funds for federal fiscal years 2022 and 2023. The [FFY 2024 Pennsylvania NEVI Plan Update](#) was submitted to the Federal Highway Administration on August 1, 2023, for approval and will support the allocation of federal funds for federal fiscal year 2024.

Thank You to Sponsors and Associate Members Participating in 2023 Conference

Sponsors:

AMP
NextEra
PowerSecure
Salzmann Hughes

Associate Members:

AEP Energy Partners, Inc
Altec
D & D Electrical Sales
Emerald Transformer
Ensales, Inc
GDS Associates, Inc.
Global Power Products
HiReli LLC
Hubbell
I.B. Abel, Inc.
Lekson Associates
NextEra Energy
NovaTech Automation
Penn State – Mid Atlantic Combined Heat
& Power Technical Assistance
Partnership

Performance Electrical Products
PowerSecure
Professional Computer Solutions
RJ Lang Sales
RTR Energy Solutions
Schultheis Electric (TSB Inc.)
Smart Utility Management, LLC
SolAmerica Energy
TE Connectivity
TESCO- The Eastern Speciality Co.
The Okonite Company
United Utility Supply
Utility Engineers
Utility Sales Associates
WESCO

USDOE Hosting Cybersecurity Training

The US Department of Energy's Office of Cybersecurity, Energy Security, and Emergency Response will be hosting a series of training sessions on cybersecurity. The training is free.

Cybersecurity Training for the Utility Workforce

- **Registration for the first three training sessions is NOW OPEN!**
 - October 31-November 2, 2023, in Columbus, OH – registration now open
 - November 28-30, 2023, in Orlando, FL – registration now open
 - December 5-7, 2023, in Kansas City, MO – registration now open
 - January 17-19, 2024, in San Diego, CA
 - January 23-25, 2024, in Dallas, TX
 - April 23-25, 2024, in Buffalo, NY
- You can register for the date or location that is most convenient for you here: <https://www.eventleaf.com/ci/CybersecurityTrainingUtilityWorkforce>
- A few details:
 - This training is available to electric utility staff. Please use your utility's email address when you register to attend. Your registration information will be reviewed and you will receive a registration confirmation after it is approved.
 - A number of spaces are held just for RMUC eligible utilities to ensure that there is room for the electric cooperative, public power, and small IOUs that are interested in attending.
 - Registration for these trainings is free. The training costs are covered by funding provided to CESEER under the Bipartisan Infrastructure Law (BIL).
 - Participants are responsible for their own travel, lodging, and meal costs. Meals will not be provided. There will be a break for participants to have time for lunch.
 - Each training event has a hotel block that closes about 2-3 weeks prior to the training date. The registration site provides a link to the hotel block.
- The main landing page provides an agenda and short description of the classes that will be available each day.
 - On the first day, you can choose between two full-day options.
 - On the second day, you can choose between 4 half-day sessions, so you can take one in the morning and a different one in the afternoon. OR you can choose the full-day Cyberstrike option, which is a repeat of the Cyberstrike training offered on Day 1.
 - On the third day, there is only one full-day session that everyone will take.

We Want to Hear From You

Please share with us your exciting projects and photos for future newsletters. Your submissions should be sent to hosak@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., Suite 300
Camp Hill, PA 17011
Tel: 717-489-2088
info@papublicpower.org

Borough of Hatfield

Montgomery County, Pennsylvania



MEMORANDUM

Date: September 29, 2023

To: Borough Council

From: Public Information Coordinator Update

Subject: Monthly Update

Public Information Update is as follows:

- Social Media- There is now an event page for the Halloween Happy event on Facebook.
- Newsletter- The new Borough Informer should have been delivered to your mailbox two weeks ago. If you would like additional hard copies, please let me know,
- Fall Fest & Car Show- The Fall Fest & Car Show was canceled due to inclement weather. Please mark your calendars for September 21, 2024.
- Upcoming meeting dates include- Halloween Happy October 31, 2023, 4:30-6:30 pm and Grace Lutheran Church will be hosting the Christmas Tree Lighting on December 2, 2023.
- HEROC- The September meeting was productive and conversations have been had about incorporating other municipal social media policies into ours. We are in the very beginning stages of mapping out a policy.

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

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



OCTOBER 24, 2023
5 - 7:30PM

Franconia Heritage Banquet & Conference Center
508 Harleysville Pike, Telford

**ENJOY A TASTE OF LOCAL RESTAURANTS & EATERIES,
WINERIES & BREWERIES! ENJOY A TASTE OF THE INDIAN
VALLEY!**

*A PORTION OF THE PROCEEDS BENEFITS THE
NORTH MONTCO TECHNICAL CAREER CENTER*



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7. NEW BUSINESS / DISCUSSION ITEMS

A. Tax Collector Letters of Interest

September 20, 2023

Jason Ferguson
President
Hatfield Borough Council
401 S. Main Street
Hatfield, PA 19440

Subject: Expression of Interest in Appointment as Hatfield Borough Tax Collector

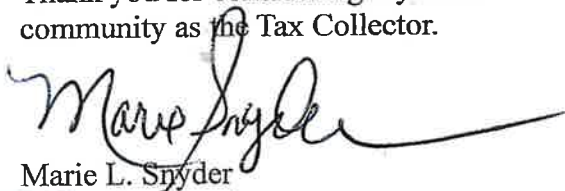
President Ferguson,

I hope this letter finds you well. My name is Marie Snyder and I am writing to express interest in being appointed Tax Collector for Hatfield Borough. My family moved to Hatfield Borough when I was five years old from the Mount Carmel, Centralia area of Pennsylvania. We first moved to Blaine Avenue and then relocated to Towamencin Avenue for the later part of my childhood. After marrying my husband, we lived in a townhome on Poplar Street until 1984 when we bought property on South Farview Avenue in the Borough. We then built our family home and continue to reside there today.

Before Retirement, starting in the 1970s, I was employed as a bookkeeper in charge of accounts payable, accounts receivable, payroll, taxes, petty cash, and general ledger for a few large trucking and waste refuse companies in the local area. In addition, it was my responsibility to handle bank accounts and reconciliations and meet with various stakeholders such as accountants, bankers, insurance companies, and auditors. I have also successfully managed numerous audits and resolved any issues that arose. I have always enjoyed working with numbers and I believe that my qualifications and dedication make me an ideal candidate for this important role. I am eager to contribute my skills and expertise to ensure the efficient and effective collection of taxes for Hatfield Borough.

I would welcome the opportunity to discuss my qualifications further and provide any additional information that may be required. Please feel free to contact me at [REDACTED] or [REDACTED] at your convenience.

Thank you for considering my letter of interest. I look forward to the possibility of serving our community as the Tax Collector.



Marie L. Snyder
[REDACTED] S. Farview Avenue
Hatfield, PA 19440
[REDACTED]
[REDACTED]



7. NEW BUSINESS / DISCUSSION ITEMS

B. Comcast Pole Attachment Agreement

POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT (the “Agreement”) effective as of the _____ day of _____, 2023 (“Effective Date”) between the Hatfield Borough, Montgomery County, Pennsylvania (the “Licensor”) and Comcast of Southeast Pennsylvania, LLC (the “Licensee”).

WITNESSETH

WHEREAS, Licensee proposes to erect, attach, and install aerial cables, wires, and/or associated equipment on utility poles owned by Licensor and to maintain Licensee’s existing attachments to Licensor’s utility poles in Hatfield Borough, PA.

WHEREAS, Licensor is willing to grant a license to Licensee to maintain its attachments and permit the erection, attachment, and installation of said cables, wires and/or equipment to Licensor’s utility poles where, in Licensor’s judgment, such joint use will not interfere with Licensor’s own utility service requirements, including considerations of safety.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. **Grant of License**. Subject to the terms herein contained, Licensor hereby grants Licensee a non-exclusive license to erect, attach, install and maintain cables, wires, and/or equipment (“Attachments”) to Licensor’s utility poles (“Poles”). For all new attachments to be attached to Licensor’s Poles after the Effective Date, Licensee shall file an application (“Application”), in the format described in Exhibit “A,” attached hereto, and Licensor shall provide its written response to the Application by granting a license or providing the reasons for denial within thirty (30) days of receipt. An Application shall not be required for Licensee’s existing attachments (“Existing Attachments”) made prior to the Effective Date or for overlapping of Licensee’s Attachments or service drops. Licensor’s license granted hereunder extends to Licensee’s Existing Attachments.

2. **Term and Termination**. The term of this Agreement shall be for ten (10) year(s), beginning as of the Effective Date (“Term”) unless earlier terminated in accordance with this Agreement. This Agreement shall thereafter automatically renew for additional one (1) year terms, unless or until terminated by either party upon at least six (6) months prior written notice to the other party. Upon termination of this Agreement, Licensee shall, at its own expense, within 180 days of termination, remove the Attachments from the Poles of Licensor. In the event Licensor

must remove any Attachments from its poles for any reason, Licensee shall bear the cost of such removal.

3. **Rental Rate; Payment.** Upon written request of the Licensee and within Ninety (90) of execution of the Agreement, the Licensor shall make a one-time rent (“Rent”) payment in the amount of Sixty-Three Thousand Two Hundred Fifty (\$63,250) Dollars to which Licensee maintains its Attachments throughout the term of the Agreement. The parties agree that Rent shall be based on a total of 253 Poles (“Baseline”); provided that either party may at its own expense, conduct a Pole Attachment inventory and in the event the number of Poles with Licensee’s Attachments is greater or lesser than the Baseline, the number of Poles subject to Rent shall be adjusted accordingly and rent shall be based on such adjusted number from and after the date of such determination (or until the next inventory, as the case may be).

4. **No Conflict.** Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own utility service requirements. Licensor expressly grants Licensee the right to access the area in and around Licensor’s pole attachments and other pole facilities for the purpose of complying with the NESC and the terms of this Agreement. Licensee shall at its own expense attach, erect, install, maintain, and repair the Attachments in compliance with the National Electrical Safety Code (NESC), and all applicable laws. The Attachments shall not conflict with the use of the utility poles by Licensor for its core utility service requirements. Licensee acknowledges responsibility for the safe conduct of its employees, contractors, and agents in erecting, attaching, installing, maintaining, servicing, repairing or in any other way working in, around, or on the Attachments and Licensor’s utility poles.

5. **Maintenance of Attachments.** Licensee shall at its own expense maintain the Attachments in a safe condition. Licensee shall exercise its commercially reasonable efforts to avoid damage to Licensor’s utility poles and facilities, and the facilities and attachments of third parties. Upon sixty (60) days’ notice from Licensor, Licensee shall immediately and at its own expense, relocate, replace, repair or otherwise remove the Attachments, and transfer them, if required by Licensor for its core utility service requirements; otherwise, Licensor shall reimburse Licensee for its reasonable costs to so transfer its facilities. In case of an emergency, as determined in the reasonable discretion of Licensor, Licensor shall use commercially reasonable efforts to notify Licensee when such emergency requires the relocation of Licensee’s Attachments, but in the event Licensor is unable to do so, Licensor may relocate, replace, repair or otherwise remove the Attachments, transfer them to substituted poles or perform any other work, maintenance, and/or repair in connection with the Attachments, and Licensee shall, on demand, reimburse Licensor for the reasonable expense thereby incurred by Licensor.

6. **Replacement or Alteration of Poles.** In the event that the Licensor’s existing poles are inadequate to support or otherwise accommodate new Attachments proposed by Licensee, Licensee may request that Licensor make alterations to Licensor’s poles or other accommodations including rearrangement of existing facilities attached to Licensor’s poles or

replacement of poles by supplying the relevant information to the Licensor. Licensee agrees that if replacement or other alteration of the poles is required in order to accommodate the Licensee's Attachments, Licensee shall pay the actual cost of such replacement or other alteration necessary to accommodate Licensee's Attachments, within forty-five (45) days of receipt of notice of such costs by Licensor. Licensor shall cause any necessary alterations to be completed within ninety (90) days of receipt of payment, and any necessary pole replacements to be completed within one hundred and twenty (120) days of receipt of payment. In the event that any Pole is unsuitable for the Attachments requested by Licensee, Licensor shall use reasonable efforts to provide an alternate pole route. Licensee agrees to bear the full expense of such alternative arrangements and shall reimburse Licensor for any and all actual costs and expenses incurred by Licensor in making such alternative arrangements within forty-five (45) days of receipt of notice of all reasonable related costs. Any strengthening of poles (guying) required to accommodate the Attachments of Licensee shall be provided by and at the expense of Licensee.

7. **Work Orders.** When Licensor receives applications from multiple attachers, such applications shall be prioritized based upon the application first received by Licensor. Where applications are filed for the same pole and require rearrangements or replacements, Licensor shall endeavor to accommodate both requests and to allocate costs between the parties.

8. **Inspections.** Licensor reserves the right to inspect Licensee Attachments, at Licensor's sole cost and expense, to ensure that such Attachments comply with the NESC and applicable law. In the event that Licensor discovers that any pole to which Licensee is attached is out of compliance with the NESC or applicable law, it shall notify Licensee in writing, which notice shall include an explanation of such non-compliance and the extent to which Licensee's Attachments are implicated. If it is agreed that such non-compliance was caused by Licensee's Attachments, Licensee shall promptly correct any such non-compliance that is deemed to present a threat of property damage or personal injury; all such other non-compliance shall be designated for correction in accordance with the NESC.

9. **Licensee's Authority.** Licensee shall secure any necessary consent from state or municipal authorities or from the owners of property to erect, attach, install, repair, service, and maintain the Attachments. Licensee's Franchise Agreement with Hatfield Borough, PA shall be accepted as such evidence.

10. **Report of Damage.** Licensee and Licensor shall exercise special precautions to avoid damage to the facilities of the other party and each shall be responsible for any and all loss it causes to the other party's facilities and shall notify the other party promptly in the event it causes any such damage.

11. **Indemnification; Insurance.** Each party shall indemnify, defend, protect and save harmless the other (together with its parents, affiliates and subsidiaries and their officers, directors and employees) from and against any and all claims and demands for damages to property and injury or death to persons, including without limitation payments made under any workers'

compensation law or under any plan for employee disability and death benefits, to the extent such claims and/or demands arise out of or were caused by the indemnifying party's negligence or willful misconduct. For the avoidance of doubt, it is the intent of the parties that where fault is determined to have been joint or contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any losses attributable to such party's fault. Neither party shall be liable to the other for any interruption to service arising in any manner out of the use of Licensor's poles hereunder. In addition to the foregoing Licensee shall during the term of this Agreement, carry commercial general liability insurance to protect Licensee as named insured and Licensor as additional insured hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature for which Licensee is responsible hereunder. The minimum amounts of such commercial general liability insurance against liability due to damage to property shall be at least Two Hundred Fifty Thousand Dollars (\$250,000.00) as to any one incident, and against liability due to injury or death at least in the amount of Five Hundred Thousand Dollars (\$500,000.00), and as to any one occurrence at least in the amount of One Million Dollars (\$1,000,000.00). Licensee shall also carry such insurance as will protect it from all claims under any workers' compensation laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement and the company or companies issuing such insurance shall be licensed to provide such insurance within the state where the Poles are located. Upon Licensor's request, Licensee shall submit to Licensor certificates evidencing said insurance.

12. Non-Exclusive License. Licensee recognizes that it holds a non-exclusive license to install, erect, attach, maintain, service and repair attachments and other facilities to Licensor's utility poles and that other licensors may seek to install attachments on the same poles desired by Licensee. No use, however extended, of Licensor's poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in said poles, and Licensee's rights therein shall not be construed to compel Licensor to maintain any of Licensor's poles for a period longer than demanded by its own service requirements. Licensor shall not enter into an agreement with another attacher that interferes with Licensee's use of Licensor's poles under this Agreement.

13. Termination; Assignment.

a. If Licensee shall fail to comply with any of the provisions of this Agreement, or shall default in any of its material obligations under this Agreement and shall fail within thirty (30) days' written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this Agreement or in part, with respect to the attachments related to the underlying breach; provided that if cure cannot be reasonably completed within said thirty (30) days and Licensee commences and diligently prosecutes a cure within said thirty (30) day period, Licensee shall not be deemed in breach of this Agreement.

b. Licensee shall not assign this Agreement without Licensor's consent; provided that Licensee may assign this Agreement without necessity of consent, to any person acquiring all or substantially all of Licensee's assets or stock.

14. Notices. All notices or reports required or permitted hereunder shall be delivered personally or by U.S. Mail, registered or certified mail, postage prepaid, or by a reputable overnight delivery service to the following addresses of the respective parties:

To Licensor: Hatfield Borough
401 South Main Street
Hatfield, PA 19440
Attn: Borough Manager

To Licensee: Comcast of Southeast Pennsylvania, LLC
3800 Horizon Blvd Ste 300
Trevose PA 19053-4968
United States of America
Attn: Region Vice President of Engineering

With a copy of all legal notices to:

Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Blvd
Philadelphia, PA 19103
Attn: Cable General Counsel

Notices shall be effective upon receipt (or refusal of delivery or return unfound) if personally delivered, on the third business day following the date of mailing, if sent by U.S. mail, or upon sending, if sent by overnight courier, one day following deposit with the overnight delivery service. Any change of address of a party shall be promptly communicated in writing to the other party.

15. No Waiver; Effect of this Agreement.

a. Failure to enforce or to insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions but the same shall be and remain at all times in full force and effect. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others, not parties to this Agreement, to use any poles covered by this Agreement and Licensor shall have the right to continue and extend such rights or privileges.

b. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and

understanding between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

16. Successors and Assigns. Subject to the provisions herein contained, this Agreement shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

17. Headings; Captions. The headings and captions used in this Agreement are for convenience only and shall not be construed to limit or expand the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first above written.

LICENSOR: Hatfield Borough, PA

ATTEST:

Jaime E. Snyder, Borough Manager

By: _____

Print Name: Jason Ferguson, Council President

Date: _____

LICENSEE: Comcast of Southeast Pennsylvania, LLC

By: _____

Print name: _____

Date: _____

EXHIBIT A
APPLICATION

Name of Licensee: Comcast of Southeast Pennsylvania, LLC

Contact name: _____

Billing address: _____

Phone: _____ **Fax:** _____

Number and location of Attachments: _____

Requested Pole Accommodation, if any: _____

TO BE COMPLETED BY XXXXX UTILITY ONLY:

Approved: Yes _____; No _____

Additional Requirements of Licensee: _____

Initials of Licensee's Authorized Representative: _____ **Date:** _____

7. NEW BUSINESS / DISCUSSION ITEMS

C. Resolution 2023-15 Comcast Franchise Renewal Agreement

RESOLUTION NO. 2023-15

**RESOLUTION OF THE BOROUGH OF HATFIELD AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
BOROUGH of HATFIELD AND
COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (“FCC”) and Pennsylvania law, the Borough is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Borough’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Borough by virtue of a cable franchise agreement which expired on January 18, 2023; and

WHEREAS, Comcast has requested that the Borough renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Borough’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Borough on behalf of the citizens of the Borough, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Borough desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Borough’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Borough’s and meet the current and future cable-related needs of its residents; and

WHEREAS, the Borough held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Borough’s future cable-related community needs; and

WHEREAS, the Borough has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Borough, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein; and

WHEREAS, the Borough has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Borough;

NOW THEREFORE, BE IT RESOLVED that the Borough Council does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

Adopted and approved by Borough Council at a duly advertised public meeting held this 4th day of October 2023 with ___ Council Members voting “Aye” and ___ Council Members voting “Nay.”

ATTEST

BOROUGH OF HATFIELD

By: _____
Jaime E. Snyder, Manager / Secretary

By: _____
Jason Ferguson, Borough Council President

Approved by the Mayor this 4th day of October, 2023.

Mary Anne Girard, Mayor

CABLE FRANCHISE AGREEMENT

BETWEEN

BOROUGH OF HATFIELD

AND

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

With assistance from:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between the Borough of Hatfield, a municipality located in Montgomery County, Pennsylvania (hereinafter referred to as the “Borough”) and Comcast of Southeast Pennsylvania, LLC (hereinafter referred to as “Comcast”).

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Pennsylvania law, the Borough is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Borough’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Borough by virtue of a cable franchise agreement which expired on January 18, 2023; and

WHEREAS, Comcast has requested that the Borough renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Borough’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Borough on behalf of the citizens of the Borough, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Borough desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Borough’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Borough, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Borough has held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Borough’s future cable-related community needs; and

WHEREAS, the Borough has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Borough

WHEREAS, the Borough has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Borough, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Borough and Comcast agree as follows:

SECTION 1
DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) **Affiliated Entity** - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) **Basic Service** - The service tier that includes at least the retransmission of local broadcast television signals.

(c) **Cable Act** - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) **Cable Service or Service** - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) **Cable System or System** - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Borough but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) **Channel** - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) **Complaint** - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within

Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Borough to construct, operate and maintain a Cable System within the corporate limits of the Borough as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Borough pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Borough to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;

- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees for Cable Services;
- (13) convenience fees;
- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Borough and Comcast agree that reference should be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”).

(q) HD - High definition format.

(r) Leased Access or Commercial Access Channel - Any channel on Comcast’s Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) Multiple Dwelling Units or MDU’s - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) Outlet - An interior receptacle that connects a television set to the Cable System.

(w) Public Buildings - shall mean the Borough Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Borough but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(x) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Borough.

(y) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) Service Interruption - The loss of picture or sound on all Cable Service channels.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives Cable Services distributed by the Cable System.

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Borough hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Borough hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Borough has a sufficient easement or right-of-way to provide

Cable Services. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties (the "Effective Date"), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Borough to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Borough. Without waiving any of its rights, the Borough agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Borough cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Borough reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Borough.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Borough grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Borough and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or other authorization to provide similar wired video services is submitted to the Borough proposing to serve Subscribers within the Borough, then the Borough shall notify Comcast in writing of the submission of the application.

SECTION 3 **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Borough where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Borough.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Borough, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the

nearest distribution pole line within the public right of way. Upon written request from the Borough, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Borough of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Borough has the authority to require Comcast to place wires and/or equipment underground, provided that the Borough imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Borough where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Borough for such funds, if permitted to do so under applicable law. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Borough, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Borough within thirty (30) days of completion of a Borough-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Borough may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Borough reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the Borough ~~heroby~~ hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Borough having notified Comcast in writing of the restoration and repairs required, the Borough may cause

proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Borough.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Borough if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Borough or any public utility serving the Borough.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Borough, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon thirty (30) days' written request, Comcast shall permit the Borough to view a complete set of Comcast service area strand maps of the Borough on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Borough officials shall be at a mutually agreed time and location. Should the Borough wish to obtain such strand maps of the Borough for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after

the Borough and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Borough,, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Borough or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Borough shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Borough, it shall be necessary, in the reasonable judgment of the Borough or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Borough shall have the right to do so without cost or liability, provided that, wherever possible, the Borough shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Borough shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Borough for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Borough.

3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30)

seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Borough determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Borough shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Borough the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Borough in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Borough on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Borough hereby requests that Comcast omit the Borough's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall

include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Borough is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least twenty (20) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) Excluding conditions beyond its control and in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of a written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

SECTION 5 **REGULATION BY THE BOROUGH**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Borough shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Borough all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Borough or its designated representatives shall be treated as confidential by the Borough so long as it is permitted to do so under applicable law. Representatives and/or agents of the Borough may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to

review by the Borough. The Borough and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Borough employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Borough acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Borough shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Borough or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with forty-five (45) days' written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Borough. Within thirty (30) days of a written request, Comcast shall provide the Borough with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Borough shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

5.3 RESERVED AUTHORITY

The Borough reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Borough's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Borough to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Borough's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Borough to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the Borough for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Borough. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Borough:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Borough a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Borough and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Borough, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has

submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Borough. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6

COMPENSATION TO THE BOROUGH

6.1 FRANCHISE FEES

Comcast shall pay to the Borough an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Borough. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Borough may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Borough shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Borough under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Borough. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Borough may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Borough.

6.3 QUARTERLY REPORTS

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Borough shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Borough receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Borough with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Borough shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Borough shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Borough with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Borough shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Borough's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Borough's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Borough's final determination shall be binding on Comcast.

(a) Any Franchise Fee payment due to the Borough as a result of the Franchise Fee review shall be paid to the Borough by Comcast within forty-five (45) days from the date the Borough notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Borough that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Comcast intends to charge for the services required by this section, it will give the Borough one hundred twenty (120) days' written notice of the commencement of charges. The charges shall be consistent with applicable law – as of the Effective Date, defined as the “marginal cost” of providing such Cable Services. Comcast shall provide to the Borough in writing reasonable detail sufficient to substantiate the marginal cost and the amount due. Comcast shall arrange with the Borough for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include applicable fees and taxes and may be subject to adjustment if consistent with applicable law. The Borough may remove locations or change the level of Cable Service indicated on Exhibit A with thirty (30) days' written notice to Comcast. The Borough may elect in writing not to receive the Cable Service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the Borough may change a Public Building location listed in Exhibit A upon ninety (90) days' written notice to Comcast, provided that the new location is a standard installation and within one hundred twenty-five (125) feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall continue to make available to the Borough the use of one (1) Educational and one (1) Governmental (collectively “EG”) Access Channel in accordance with Section 611 of the Cable Act. Such EG Channels shall be used for community programming related to educational and/or governmental activities. The Borough shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the Borough.

(b) To enable the Borough to utilize the EG Channels, Comcast shall continue to maintain direct links, including activation equipment capable of transmitting high quality video and audio between the video origination locations and the Comcast headend such that live programming can originate from these selected locations and be distributed via the Cable System to Subscribers in the Borough. These links and equipment shall be collectively known as the “Return Lines.” Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Borough.

(c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channels so long as the Borough provides Comcast with access to such locations and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channels in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(d) Any expenditure made in connection with the construction of the Return Lines shall be at the expense of the Borough. The Borough and Comcast further agree that all costs incurred by Comcast for supporting such EG Channels, including any and all equipment, and EG capital support grants may be designated as “costs of franchise requirements” or “external costs” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Borough or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channels. The Borough and Comcast agree to work cooperatively in implementing the EG channels through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Borough, Comcast shall, at the Borough’s expense, relocate the EG origination site(s) and the associated Return Line(s) as follows: (i) Comcast’s obligation shall be subject to the same terms and conditions that apply to the original EG origination site(s) in this Section; and (ii) the Borough shall provide access to such site(s) at least ninety (90) days prior to anticipated use of the new EG origination site(s). The timeline for relocation of the EG origination site(s) shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Borough or its designee does not program any EG Channel(s), Comcast may request the use of this channel(s) subject to written approval by the Borough. If the Borough approves Comcast’s use of an EG Channel(s) and, subsequent to such approval, the Borough requests the utilization of the EG Channel(s) being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Borough that it requires such channel(s) for educational and/or governmental use.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channels as of the Effective Date. Notwithstanding the foregoing, in the event

that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Borough thirty (30) days' advance written notice of any change in EG Channel assignments.

(i) Upon the written request of the Borough and no sooner than twelve (12) months after the Effective Date, the parties agree to meet and discuss the possibility of distributing one (1) EG Channel in High Definition (HD) format. The parties further agree to discuss the number of hours of locally produced, non-automated, non-character generated, non-satellite EG Access content produced in HD by the Borough, the future plans of the Borough to produce such local content in HD format, reclamation of the existing Standard Definition (SD) EG Channel and any necessary upgrade and equipment costs.

(j) Upon agreement of the parties, if the Borough is producing a majority of its locally produced, non-automated, non-character generated, non-satellite EG Access content in HD, upon two hundred seventy (270) days' written request and payment of any necessary upgrade and equipment costs by the Borough, Comcast shall provide all necessary equipment at the designated channel origination location(s) and at its Headend and hubs or similar distribution facilities necessary to deliver and activate one (1) activated EG Channel in HD format to Subscribers.

(k) No sooner than one (1) year from activation of the HD Channel, Comcast shall have the right to reclaim the corresponding SD EG Channel.

(l) The Borough or its EG Access Designee shall be responsible for providing the HD EG Channel signal in a HD format compatible with Comcast's equipment in the Cable System at the applicable demarcation point.

(m) The Borough acknowledges that HD programming may require special viewer equipment and subscription to advance services and that by agreeing to make one (1) EG Channel available in HD format, Comcast shall not be required to provide free HD equipment to Subscribers, or for the Borough or the public schools, nor modify its equipment or pricing policies in any manner, except as otherwise expressly provided for in this Agreement. The Borough acknowledges that not every Subscriber may be able to view HD EG Access Programming on every TV, and additional costs may be required for the reception of HD programming.

(n) Comcast may implement HD carriage of the EG Channel in any manner (including selection of compression, utilization of IP (Internet Protocol), or other processing characteristics) that produce a signal from the perspective of the viewer that is substantially equivalent to similar commercial HD channels on the Cable System.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Borough has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Borough.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Borough in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Borough.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Borough's judgment, Comcast has not taken reasonable steps to cure the violation, then the Borough may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Borough and because it will be difficult to measure the extent of such injury, the Borough may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Borough. Liquidated damages may not be assessed for a time period exceeding one hundred twenty (120) days per violation. The Borough may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 REVOCAION

(a) In addition to the other rights, powers and remedies retained by the Borough under this Agreement, the Borough reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Borough in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Board of Commissioners after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days' prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Borough, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Borough shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Borough may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Borough for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Borough.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Borough from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Borough, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Borough verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Borough with at least thirty (30) days' prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Borough Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Borough.

8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Borough, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Borough shall give Comcast timely written notice of its obligation to indemnify and defend the Borough. The obligation to indemnify, defend, save and hold the Borough harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Borough

determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Borough. Comcast shall not indemnify the Borough for any claims resulting from acts of willful misconduct or negligence on the part of the Borough.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Borough, Comcast shall inform the Borough within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Borough or property owner may deem any property not removed as having been abandoned and the Borough may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Borough written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Borough shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Borough shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Hatfield Borough
401 South Main Street
Hatfield, PA 19440
Attention: Borough Manager

The Borough may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeast Pennsylvania, LLC
55 Industrial Drive
Ivyland, PA 18974
Attention: VP, Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Borough. Each delivery to Comcast or the Borough shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, Montgomery County or in the United States District Court for the Eastern District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Borough, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Borough, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Borough, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Borough of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Borough shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Borough shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Borough for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Borough and Comcast.

This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Borough and Comcast, nor any delay on the part of the Borough in exercising any rights hereunder, shall operate as a waiver of any such rights of the Borough or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Borough.

No course of dealing between Comcast and the Borough, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Borough in contravention of such rights, except to the extent expressly waived by Comcast.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Borough or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Borough and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Borough and Comcast.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All the provisions in this Agreement shall bind Comcast, the Borough and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2023 of the Borough Council.

WITNESS our hands and official seals to this Cable Franchise Agreement.

Borough of Hatfield

By: _____

Name: _____

Title: _____

Date: _____

Comcast of Southeast Pennsylvania, LLC

By: _____

Name: Daniel Bonelli

Title: Senior Vice President – Freedom Region

Date: _____

EXHIBIT A
LOCATIONS FOR CABLE TELEVISION SERVICE

EXHIBIT A
LOCATIONS FOR CABLE TELEVISION SERVICE

1. Municipal Buildings

Hatfield Borough Administration Building- 401 S. Main Street Hatfield PA 19440

Public Works Garage- 615 Dain Ave Hatfield PA 19440

Electric Building- 16 Cherry Street Hatfield PA 19440

Fire Hall- 75 N Market Street Hatfield PA 19440

2. Public and Private Schools

(None at this time)

3. Libraries

(None at this time)



PRIVILEGED ATTORNEY-
CLIENT COMMUNICATION

March 22, 2023

Jaime E. Snyder
Borough Manager
Hatfield Borough
401 South Main Street
Hatfield, PA 19440

RE: Executive Summary of Cable Franchise Agreement with Comcast

Dear Jaime:

I am pleased to inform you that we have reached tentative agreement with Comcast regarding cable franchise renewal for Hatfield Borough. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with Brian Jeter of Comcast. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Borough Council.

1. Franchise Fees (Sections 1(p) and 6)

Municipalities are entitled under federal law to assess a franchise fee of up to 5% of the cable operator's "gross revenues" for cable services provided within the municipality. The Borough currently assesses a 5% fee and this remains the same in the Agreement. The definition of "gross revenues" in the Agreement includes an itemized list of 25 separate revenue sources that will maximize the Borough's franchise fee revenue. This list includes all current eligible revenue sources as well as all foreseeable future sources and a "catch all" item to capture any other future revenue sources that are not foreseeable. The list adds several new revenue sources that Comcast has added in the past few years.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Borough's franchise fees, the Agreement is intended to maximize the Borough's franchise fee revenue. Please note that

all franchise fees are passed through to Comcast cable subscribers as a separate line item on their bills. Franchise fees will be paid to the Borough on a quarterly basis.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. It permits the Borough to conduct an independent audit of Comcast's records to determine whether Comcast has paid franchise fees accurately. Should the audit reveal that franchise fees have been underpaid, then Comcast must pay the underpaid amount plus 10% interest on the underpayment. Furthermore, should the audit reveal that franchise fees have been underpaid by 5% or more, then Comcast also must contribute up to \$3,000 toward the cost of the audit.

Finally, the Agreement includes "bundled services" protection. If a subscriber purchases more than one of Comcast's three services (i.e. cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount does not apply only to cable services. If it did, franchise fee revenue to the Borough would be reduced. Section 6.5 of the Agreement states that "allocation of revenue shall not be structured for the purpose of evading franchise fees applicable to cable services."

2. Customer Service Standards (Section 4)

The Agreement establishes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the relevant recommendations of the Federal Communications Commission ("FCC"), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Comcast to perform surveys to measure compliance with the standards upon receipt of subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Requirements for notices to subscribers;
- Requirements that bills be clear, concise, and fully itemized;
- Customer complaint procedures, including that Comcast may not impose late fees on a subscriber who disputes a bill in good faith until the investigation is completed;
- Requirements to be met prior to disconnecting service;

- Credits for service interruptions of six or more hours upon request; and
- Standards of subscriber privacy.

3. Right-of-Way Protections (Section 3)

The Agreement provides many protections of the Borough's public rights-of-way. For example, Comcast agreed to repair any damage to public or private property by Comcast or any of its contractors or subcontractors within 20 business days. In addition, the Agreement includes safety standards, the provision of service area maps to the Borough upon request, requirements for disconnection and relocation of Comcast's wires and equipment, removal of equipment in the event of an emergency, and the need for Borough approval for cutting down any trees in the public rights-of-way.

4. Reporting Requirements (Sections 5.7 and 6.3)

The Agreement includes three reporting requirements to the Borough to be met by Comcast. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Comcast and the amount of revenue received from each source.

Second, upon written request, Comcast must submit a customer complaint report stating the date, nature and resolution of all subscriber complaints that have generated a work order or have necessitated a response. The term "complaint" is defined as any written (including email) or oral communication by a subscriber expressing dissatisfaction with Comcast's operation of the cable system that is within Comcast's control and requires a corrective measure. In addition and upon request, the Borough may obtain from Comcast specific information regarding service repair requests and service interruptions.

Third and finally, Comcast must, upon written request, provide to the Borough copies of reports or other communications to any federal or state regulatory agencies relating to Comcast's cable system within the Borough.

5. Cable System Requirements and Service Area (Section 3)

The Agreement provides technical requirements for the cable system serving the Borough. It requires the system to be built for digital television standards and meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. It also requires that Comcast perform tests on the cable system upon request, report to the Borough regarding the results of the tests, and take corrective measures if the results show non-compliance with applicable standards.

Furthermore, the Agreement requires that Comcast make cable service available to every area in which there is a minimum of 25 residential dwelling units per linear aerial plant mile (50 units per mile underground) subject to certain conditions. Any home that is within 275 feet from Comcast's main distribution line is considered a "dwelling unit." Upon Borough request, Comcast must conduct a survey to determine the number of dwelling units per mile in the requested area. Any unit within 125 feet of the main distribution line is entitled to a standard installation rate. For any unit beyond 125 feet, Comcast must connect it if the unit owner pays the incremental cost beyond the installation costs for the initial 125 feet.

6. Educational and Governmental ("EG") Channel (Section 7.2)

Federal law grants municipalities the right to dedicated public, educational and governmental ("PEG") channels. In the Agreement, Comcast provides one educational (E) and one governmental ("G") channel to be used for programming related to educational and/or governmental activities. The Borough or its designee would have complete control over the content, scheduling, and administration of the channels, and the Borough may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Comcast will continue to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination locations and be distributed over the cable system. Comcast is required to cablecast the EG channels to all Comcast subscribers and the technical quality of the channels must be comparable to the technical quality used for commercial channels.

7. Services to Community Facilities (Section 7.1)

The Agreement requires Comcast to provide Basic level television service to various public buildings, including the Borough Building, police stations, fire companies, public works buildings, and water and sewer authorities. Notwithstanding the foregoing, the FCC Section 621 Third Report and Order of September 2019 ("Order") has injected a major new restriction that previously did not exist. The Order states that "costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to public buildings" may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap.¹

The Order outlines the new options for local governments: (1) continue to receive the existing cable services and reduce franchise fee revenue by the marginal cost of those services; (2) discontinue all the services and continue receiving franchise fees at their

¹ For those municipalities that assess a franchise fee percentage that is lower than 5%, they may receive free cable services for public facilities, provided the services have a fair market value that, combined with franchise fee revenue, is less than 5% of gross revenues.

current level; or (3) discontinue the service to certain buildings and reduce franchise fees by the marginal cost of the reduced service. These options are reflected in Section 7.1 of the Agreement. Comcast must notify the Borough regarding the amount of the monthly fee for each facility. The Borough will then have 30 days to notify Comcast of its decision to opt for either (1), (2), or (3) above with respect to each facility.

8. Liquidated Damages for Violations (Section 8.2)

Once Comcast has agreed to the obligations described in this executive summary and the other obligations contained in the Agreement, it is critical for the Borough to be able to enforce these obligations. Section 8.2 of the Agreement allows for monetary fines, also known as “liquidated damages,” in the amount of \$250 per day for each violation of the Agreement. The Borough may assess such monetary fines after providing Comcast with written notice and allowing Comcast 45 days to correct the violation, unless the nature of the violation is such that it cannot be cured within 45 days, in which case the cure period may be extended. Liquidated damages may be assessed for 120 days, after which the Borough may commence revocation proceedings or initiate a lawsuit.

9. Performance Bond (Section 8.4)

Comcast also agreed to obtain and maintain a performance bond running to the Borough in the amount of \$25,000 during the franchise term. The performance bond will help to ensure Comcast’s faithful performance of its obligations under the Agreement, including any recovery of liquidated or compensatory damages.

10. Length of Franchise Term (Section 2.2)

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Comcast, this is 10 years. We know from our extensive dealings with Comcast over the past 22 years that this is a policy position from which Comcast will not deviate.

11. Competitive Equity Provision (Section 2.6)

Pursuant to the 1992 Cable Television Consumer Protection and Competition Act, cable franchise agreements may not be exclusive. The Borough may award more than one franchise to different cable operators. In large part due to the emergence of Verizon as a competitor in the cable industry, Comcast insisted upon including a competitive equity provision, also known as “level playing field” provision, in the Agreement. These provisions relate to the prospect of another cable operator providing cable services in the Borough in the future.

The competitive equity provision negotiated with Comcast states that, if the Borough grants another cable franchise and the material terms of the new franchise agreement, when taken as a whole, are more favorable to the competitor than the terms in this Agreement are to Comcast, then Comcast may request an amendment to this Agreement to include such favorable terms. Only if the Borough agrees with Comcast that there is a lack of competitive equity will the Borough and Comcast enter into discussions to amend the Agreement. This provision keeps control with the Borough and assesses the Agreement in the aggregate rather than on an issue-by-issue basis. In our experience, an issue-by-issue analysis can be misleading by focusing on singular issues in a vacuum without taking into account the totality of the negotiations.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your cooperation in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Sincerely yours,

Phillip M. Fraga

Phillip M. Fraga

7. NEW BUSINESS / DISCUSSION ITEMS

D. Resolution 2023-16 PennDOT Winter Services Agreement

RESOLUTION 2023-16

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

ATTEST:

Borough of Hatfield

(Signature) Mayor

By: _____
(Signature) Council President

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 4th day of October, 2023.

Date:

(Signature) Borough Manager

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

DATE: _____
(PennDOT will insert)

AGREEMENT NO.: 3900040074
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;
- e. **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,
- f. **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 Network Provisions.**

- a. The Commonwealth will make payments to the Service Provider through the Automated Clearing House (“ACH”) Network. Within 10 days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH information in the Commonwealth’s Master Database. The Service Provider will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- b. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’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 Master Database 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: Stephen Lantz
Address: 7000 Geerdes Boulevard
King of Prussia, PA 19406
Fax Number:
Email Address: stelantz@pa.gov

If to the Service Provider:

Name or Title: Borough Manager
Address: 401 S. Main Street P.O. Box 190
Hatfield, PA 19440
Fax Number:
Email Address: jsnyder@hatfieldborough.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 _____
Title: DATE

BY _____
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT
NO. 3900040074

BY _____
for Comptroller Operations DATE

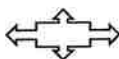
Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021

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

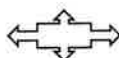


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

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 it 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.

Exhibit D



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. OLD BUSINESS

8. ACTION ITEMS

A. Motion to Consider Authorizing the Execution of the Pole Attachment Agreement between the Borough of Hatfield and Comcast of Southeast Pennsylvania, LLC

8. ACTION ITEMS

**B. Motion to Consider Resolution 2023-15 Authorizing
the Execution of the Cable Franchise Agreement
between the Borough of Hatfield and Comcast of
Southeast Pennsylvania, LLC**

8. ACTION ITEMS

**C. Motion to Consider Resolution 2023-16
Authorizing the Execution of the Winter
Maintenance Services Agreement between The
Borough of Hatfield and the Pennsylvania
Department of Transportation (PennDOT)**

**10. MOTION to ADJOURN:
Executive Session: Personnel, Litigation, Real Estate**