

# **HATFIELD BOROUGH COUNCIL**

**REGULAR MEETING**

**January 20, 2021**

# **JANUARY**

phillipmartin.info



**JOHN H. WEIERMAN, PRESIDENT**  
**JOHN KROESSER, VICE PRESIDENT**  
**SALVATORE DILISIO JR., COUNCILMEMBER**  
**JASON FERGUSON, COUNCILMEMBER**  
**LAWRENCE G. STEVENS, COUNCILMEMBER**  
**ROBERT L. KALER III, MAYOR**

**MICHAEL J. DEFINIS, BOROUGH MANAGER**  
**CATHERINE M. HARPER, BOROUGH SOLICITOR**





# Borough of Hatfield

Montgomery County, Pennsylvania

## BOROUGH COUNCIL REGULAR MEETING

January 20, 2021

### AGENDA

### VIA ZOOM

### REGISTRATION REQUIRED

CALL TO ORDER  
ROLL CALL  
PLEDGE OF ALLEGIANCE  
INVOCATION

1. APPROVAL OF MEETING AGENDA:

Motion to Approve the Agenda of the January 20, 2021 Regular Meeting

2. APPROVAL OF THE MINUTES:

Motion to Approve the Minutes of the December 2, 2020 Workshop & December 16, 2020 Regular Meetings

3. PUBLIC INPUT:

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

4. ANNOUNCEMENTS:

- ZHB is Scheduled for January 21<sup>st</sup> @ 7:00PM via ZOOM Registration Required
- HMHS is Scheduled to Meet Tuesday, January 26<sup>th</sup> @ 7:00PM via Facebook Live
- HERC is scheduled to Meet Wednesday, January 27<sup>th</sup> @ 8:00AM VIA ZOOM Registration Required
- Next Planning Commission Meeting is Scheduled for February 1, 2021 @ 7:00PM VIA ZOOM and in Person Registration Required
- Next Borough Council Meetings are the February 3<sup>rd</sup> Workshop Meeting & February 17<sup>th</sup> Regular Meeting both at 7:30PM via ZOOM Registration Required

5. OLD BUSINESS / DISCUSSION ITEMS:

A. Borough of Hatfield 2021 ZOOM Policy

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

- B. Lincoln Avenue Bridge Replacement Project Bid Advertisement
- C. NEXtera Energy Public Power Summit Announcement
- D. APPA Legislative Rally FAQs
- E. HVFC NO. 1 Year End 12-31-2019 Financial Statements
- F. Teamsters Local Union No. 830 Contract Review & Letter of Understanding with Wages
- G. 308 West Broad Street ZHB Update
- H. Resolution 2021-02 Transfer of Funds
- I. SEPTA Lease Agreement

6. NEW BUSINESS:

7. ACTION ITEMS:

- A. Motion to Consider Adopting the 2021 Borough of Hatfield ZOOM Policy
- B. Motion to Consider Advertising the Lincoln Avenue Bridge Replacement Project Bid Specifications
- C. Motion to Consider Resolution 2021-01 Approving the CBA with the Teamsters Local Union No. 830
- D. Motion to Consider the Letter of Understanding with the Teamsters Local Union No. 830
- E. Motion to Consider Resolution 2021-02 Authorizing the Transfer of Funds from Harleysville Bank to the General Fund
- F. Motion to Consider the Lease Agreement with SEPTA

8. Motion to Approve Payment of the Bills

9. MOTION to ADJOURN: EXECUTIVE SESSION

## 2. APPROVAL OF THE MINUTES:

Motion to Approve the Minutes of the  
December 2, 2020 Workshop & December 16,  
2020 Regular Meetings

HATFIELD BOROUGH COUNCIL  
WORKSHOP MEETING  
December 2, 2020

MINUTES

THIS MEETING WAS HELD ON ZOOM WITH THE PUBLIC  
AVAILABLE BY ZOOM AUDIO

CALL TO ORDER AND ROLL CALL:

- (X) John H. Weierman, President
- ( ) John Kroesser, Vice President - arrived at 9:17PM
- (X) Salvatore DiLisio Jr.
- (X) Jason Ferguson
- (X) Lawrence G. Stevens

- (X) Mayor, Robert L. Kaler III

The record shows that four members of Council were present at roll call, as well as, Solicitor Catherine M. Harper; Timoney Knox LLP, Borough Manager Michael J. DeFinis, Assistant Manager Jaime E. Snyder, and Treasurer Diane A. Farrall. Councilmember Kroesser joined the meeting at 9:17PM.

1. APPROVAL OF MEETING AGENDA:

Motion: A motion was made by Councilmember Stevens to Approve the Workshop Meeting Agenda of December 2, 2020. The motion was seconded by Councilmember Ferguson and was unanimously approved with a vote of 4-0.

2. PUBLIC INPUT: President Weierman asked if there was any Public Input. The Public was allowed to comment from Zoom audio during this time. There was no Public Comment. No Media Present.

3. ANNOUNCEMENTS:

- 2020 Chamber Tree Lighting & Caroling has been Canceled
- 2020 Borough Brunch has been Canceled
- Borough Volunteer Recognition December 15<sup>th</sup>
- Next Council Meeting December 16<sup>th</sup> Regular Meeting @ 7:30PM via ZOOM
- Borough Office Closed from Noon until 1:00PM December 17<sup>th</sup> for Staff Holiday Social Distancing Luncheon

December 2, 2020

- Borough Office Closed December 24<sup>th</sup> & 25<sup>th</sup> in Observance of the Christmas Holiday
- Borough Office Closed December 31<sup>st</sup> & January 1, 2021 in Observance of the New Year Holiday

#### 4. 2019 FINANCIAL REPORT: Christopher Herr & Casey Osborne

Mr. Herr gave his background to Borough Council and thanked the Borough for accommodating the audit and added that even though the audit was done virtually nothing was sacrificed.

Mr. Herr went over the audit in detail and stated that the opinion of Mallie is an unmodified opinion which is the best opinion you can receive through a governmental audit.

Mr. Herr outlined each fund in the audit and especially focused on the Electric Fund which he stated has seen a lot of drawdowns over recent years and added that this fund is getting low and needs to be watched as he doesn't think these numbers will be sustainable over the next two to three years especially with the transfers to the General Fund. Mr. Herr added that some trends to keep an eye on are Police Services and the Governmental Debt.

President Weierman spoke briefly about the Borough cash flow and the Fire Fund. President Weierman added that the negative account balance in the Fire Fund was discussed and a future payment from the General Fund to balance was suggested.

President Weierman asked if anyone had any comments or questions. There were none from Council at this time.

Mr. Herr addressed with Council letters received from the audit, the SAS114 and SAS115 in detail. Mr. Herr also spoke about bank reconciliations, accrual entries, account classifications, and fund balance adjustments and how these could be edited and monitored for future audits. Information on obtaining a long-term contract or contracted services for adjustments was also discussed.

Borough Council thanked both Mr. Herr and Casey Osborne from Mallie for all of their hard work on this Audit.

5. CONDITIONAL USE HEARING 40 W. BROAD STREET (Notes of testimony are attached)

6. PUBLIC HEARING ORDINANCE NO. 538 (Notes of testimony are attached)



December 2, 2020

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

President Weierman stated that the EIT was surprisingly healthy the month of November and better than anticipated.

**8. MANAGERS REPORT: General Report and Project Updates. Manager DeFinis reviewed the reports and made the following announcements:****1. Land Use & Development Updates:**

- A. St. Mary St. Kyrillos Coptic Church / Sewer Escrow Under Review
- B. Hatfield Auto Museum / Nothing New
- C. Salter's – Bought Old Firehouse – Plans to Renovate
- D. Edinburgh Square Subdivision – Final Plan Under Review
- E. SEPTA Property / Two Interested Parties
- F. Howard Heckler Subdivision – Approved / Plan Recorded
- G. Bennett's Court – Still Planning to Submit Plans

**2. Utility Billing Update:**

- A. Staff continues to monitor past due Electric & Sewer accounts. Residents are being sent reminders for PAST DUE ACCOUNTS.
- B. I encourage all account holders to take advantage of the cost-effective billing delivery opportunity.
- C. Electric Customer Portal now available.

**3. AMP R.I.C.E. BTM Peaking Project - Electric work completed / Site Visit****4. PMEA Update - Website****5. AMI UPDATE – 1156 Meters installed / in-house prep for billing****6. HERC Update:****7. Items of Interest**

- A. Winter Services Agreement
- B. 2021 Announcement

**9. NEW BUSINESS / DISCUSSION ITEMS: NONE****10. OLD BUSINESS:****A. 2021 Meeting Dates**

President Weierman stated that this is on for advertising this evening.

**B. Resolution 2020-24 Residential & GLP 1 Flat Rate Fee**

President Weierman stated that this is the electric utility flat rate fee increase from \$8.62 to \$12.00 proposed and included in the 2021 budget.



December 2, 2020

**C. Resolution 2020-25 Sanitary Sewer Quarterly EDU Flat Fee**

President Weierman stated that this is the quarterly sewer adjustment of \$5.00 additional a quarter for a total of \$45.00. This is proposed and included in the 2021 budget.

**D. Resolution 2020-26 Appropriating Specific Funds for 2021**

President Weierman stated that this is the 2021 budget Resolution. Assistant Manager Jaime Snyder added that to her knowledge no one had come in to request to review the proposed budget.

**E. Resolution 2020-27 Employee Compensation**

President Weierman stated that this Resolution sets payment amount on payroll and staff compensation. President Weierman added that this corresponds with the Union increase other than the Assistant Manager category and new hire for the Public Works Director in the future.

**F. Resolution 2020-28 Recognizing Five Years of Service for Lindsay Hellmann****G. Resolution 2020-29 Recognizing Five Years of Service for James Baskin**

President Weierman highlighted these two Resolutions for years of service.

**H. 2021 Budget Review**

President Weierman asked if anyone had any final words or questions to say on the proposed 2021 budget. President Weierman thanked staff for all of their hard work on this budget.

**11. REPORTS AND CORRESPONDENCE:**

Manager DeFinis and President Weierman updated and answered questions regarding the Reports and Correspondence. Lieutenant Robertson answered questions regarding the Police Report.

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

December 2, 2020

12. ACTION ITEMS: (public was taken of mute for any comments)

A. Motion to Consider Ordinance No. 538 Authorizing a Change to the Real Tax Rate for 2021

Motion: A motion was made by Councilmember Ferguson to Approve Ordinance No. 538 Authorizing a Change to the Real Tax Rate for 2021. The motion was seconded by Councilmember Kroesser.

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

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

B. Motion to Consider Resolution 2020-24 Authorizing an Increase to the Electric Customer Charge Portion of the Residential & GLP 1 Rate Classes

Motion: A motion was made by Councilmember Stevens to Approve Resolution 2020-24 Authorizing an Increase to the Electric Customer Charge Portion of the Residential & GLP 1 Rate Classes. The motion was seconded by Councilmember Ferguson.

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

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

C. Motion to Consider Resolution 2020-25 Authorizing an Increase to the Sanitary Sewer Quarterly EDU Flat Fee

December 2, 2020

Motion: A motion was made by Councilmember Kroesser to Approve Resolution 2020-25 Authorizing an Increase to the Sanitary Sewer Quarterly EDU Flat Fee. The motion was seconded by Councilmember DiLisio.

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

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

D. Motion to Consider Resolution 2020-26 Appropriating Specific Funds for 2021

Motion: A motion was made by Councilmember Ferguson to Approve Resolution 2020-26 Appropriating Specific Funds for 2021. The motion was seconded by Councilmember Kroesser.

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

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

E. Motion to Consider Resolution 2020-27 Authorizing 2021 Employee Compensation

Motion: A motion was made by Councilmember DiLisio to Approve Resolution 2020-27 Authorizing 2021 Employee Compensation. The motion was seconded by Councilmember Kroesser.

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

December 2, 2020

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

F. Motion to Consider Advertising the 2021 Borough Council and Planning Commission Meeting Dates

Motion: A motion was made by Councilmember Kroesser to Approve Advertising the 2021 Borough Council and Planning Commission Meeting Dates The motion was seconded by Councilmember Ferguson.

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

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

G. Motion to Consider Resolution 2020-28 Recognizing Five Years of Service for Public Information Officer Lindsay Hellmann

Motion: A motion was made by Councilmember DiLisio to Approve Resolution 2020-28 Recognizing Five Years of Service for Public Information Officer Lindsay Hellmann. The motion was seconded by Councilmember Ferguson.

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

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

H. Motion to Consider Resolution 2020-29 Recognizing Five Years of Service for Public Works Team Member James Baskin

December 2, 2020

Motion: A motion was made by Councilmember Kroesser to Approve Resolution 2020-29 Recognizing Five Years of Service for Public Works Team Member James Baskin. The motion was seconded by Councilmember Ferguson.

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

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

I. Motion to TABLE Granting a Conditional Use for a Garage Structure Located at 40 W. Broad Street, Hatfield

Motion: A motion was made by Councilmember Stevens to TABLE Granting a Conditional Use for a Garage Structure Located at 40 W. Broad Street, Hatfield.

11. ADJOURNMENT:

Motion: A motion was made by Councilmember Kroesser to adjourn the Workshop Meeting of December 2, 2020. The motion was seconded by Councilmember Ferguson and unanimously approved with a vote of 5-0. The meeting adjourned at 9:37PM

*Executive Session Personnel, Litigation and Real Estate*

Respectfully Submitted,  
Jaime E. Snyder  
Assistant Manager

HATFIELD BOROUGH

COUNCIL MEETING

- - -

IN RE: CONDITIONAL USE HEARING, 40 W. BROAD STREET

- - -

WEDNESDAY, DECEMBER 2, 2020

- - -

Hearing held in the above-captioned matter via zoom at 8:30 p.m., there being present:

JOHN WEIERMAN, PRESIDENT  
SALVATORE DILISIO, JR., MEMBER  
JASON FERGUSON, MEMBER  
LAWRENCE G. STEVENS, MEMBER

- - -

ROBERT L. KALER, III, MAYOR

MICHAEL J. DEFINIS, BOROUGH MANAGER

JAIME E. SNYDER, ASSISTANT MANAGER,  
ASSISTANT SECRETARY, HUMAN RESOURCE  
MANAGER

CATHERINE M. HARPER, ESQUIRE, SOLICITOR

- - -

ALSO PRESENT:

WANDA McCONNELL, APPLICANT

- - -

BURSNER AND ASSOCIATES COURT REPORTING  
P.O. BOX 1099  
Norristown, PA 19404  
610-279-2711 (c)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I N D E X

APPLICANT'S EVIDENCE

<u>Witness</u>	<u>Direct</u>
WANDA McCONNELL	4

- - -

E X H I B I T S

HATFIELD BOROUGH'S

<u>Number</u>		<u>Marked</u>
B-1	Legal Advertisement	6
B-2	Google Earth picture	10

- - -

APPLICANT'S

A-1	Application	6
A-2	Construction Work Application	7
A-3	Building plans	14

- - -



## 1 McCONNELL CONDITIONAL USE

2 PRESIDENT WEIERMAN: We'll move  
3 forward with item five on the agenda is the  
4 conditional use hearing for 40 West Broad  
5 Street. And I think we'll just turn  
6 everything right over to Solicitor Harper.

7 MS. HARPER: Sure. Joan, our court  
8 reporter, she's ready. And how about I see a  
9 name "Wanda" on the screen. Is that  
10 Ms. McConnell?

11 MS. McCONNELL: Yes.

12 MS. HARPER: And you're unmuted, so  
13 you can hear us, right?

14 MS. McCONNELL: Yes.

15 MS. HARPER: We do need to swear you  
16 in to testify. I don't know if Joan can do  
17 that or just have the Chairman do that?

18 THE COURT REPORTER: I can do that.

19 MS. HARPER: Thank you, Joan.

20 APPLICANT'S EVIDENCE

21 - - -

22 WANDA McCONNELL, having been duly  
23 sworn, was examined as follows:

24 DIRECT TESTIMONY

25 MS. HARPER: Let me explain what

## 1                   McCONNELL CONDITIONAL USE

2                   we're doing here tonight. We have an  
3                   advertised conditional use hearing on Wanda  
4                   McConnell's request for permission to have an  
5                   accessory building that is larger than the  
6                   zoning ordinance generally would permit. The  
7                   zoning ordinance would permit a residential  
8                   accessory building of 700 square feet and she  
9                   has actually applied to put up -- and 15 feet  
10                  high. And she has applied to put up a  
11                  building that is 1,224 square feet and is 22  
12                  feet high, instead of 15 feet. So that  
13                  requires approval from Borough Council.

14                 Before we start the hearing -- and  
15                 Wanda, I don't know if you've ever done this  
16                 before?

17                 **MS. McCONNELL:** No.

18                 **MS. HARPER:** I'm just going to coach  
19                 you a little bit on how you have to do this.  
20                 As the applicant, you're going to have to  
21                 make your case. And Borough Council -- I'm  
22                 only the solicitor; I don't have a vote.  
23                 Borough Council will hear your case and will  
24                 render a decision on whether or not you can  
25                 have a garage that's larger and taller than

1                   McCONNELL CONDITIONAL USE  
2                   is otherwise permitted in the zoning  
3                   ordinance.

4                   Before we start, I want to mark as  
5                   Exhibit B-1 the legal add as proof of  
6                   publication that was in the North Penn  
7                   Reporter twice, giving the public notice of  
8                   this hearing. And we'll call that B-1 for  
9                   Borough-1.

10   - - -  
11   (Proof of Publication marked as  
12   Borough Exhibit B-1 for identification.)

13   - - -  
14                   **MS. HARPER:** I would also like to  
15                   mark as an Exhibit, A-1, which would be Wanda  
16                   McConnell's application for the garage larger  
17                   than is permitted.

18   - - -  
19   (Application marked as Applicant's  
20   Exhibit A-1 for identification.)

21   - - -  
22                   **MS. HARPER:** And finally, A-2 is a  
23                   document called Construction Work  
24                   Application. And across the top someone has  
25                   written "Demolition." A-2 is, I believe, the

## 1                   McCONNELL CONDITIONAL USE

2                   demolition permit for the previous garage.

3                   - - -

4                   (Construction Work Application  
5                   marked as Applicant's Exhibit A-2 for  
6                   identification.)

7                   - - -

8                   **MS. HARPER:** And with that, I'm  
9                   going to ask Ms. McConnell if you would  
10                  explain to the Borough Council what it is you  
11                  propose to do, how big and tall it is, and  
12                  why you want to do this. What you will use  
13                  the building for is also important.14                  We do have other exhibits, I see,  
15                  that are put up. So as you speak of them --  
16                  can you see them? You can't see them, can  
17                  you, Wanda?18                  **MS. McCONNELL:** Yes, I do.19                  **MS. HARPER:** You do see them? Very  
20                  good. When you speak of them, if you want to  
21                  speak of them, we can call up the correct  
22                  exhibit and give it a number if we need to do  
23                  that.24                  **MS. McCONNELL:** Okay.25                  **MR. FERGUSON:** Kate, I'm sorry.

1                   McCONNELL CONDITIONAL USE

2                   Before we get started, I didn't recall if I  
3                   read it or not, but did the ZHB reject the  
4                   application and that's why --

5                   **MS. HARPER:** Not this one. A  
6                   conditional use is very similar to a ZHB  
7                   application, but it comes to Borough Council.  
8                   And in general, it comes to Borough Council,  
9                   instead of the ZHB for some relaxation of the  
10                  code. And Borough counsel's role is to make  
11                  sure that the building is, in fact, a  
12                  residential accessory structure and why it's  
13                  that big and to see if any of the neighbors,  
14                  who received notice, object to it, and ask  
15                  those questions.

16                  And then assuming that the  
17                  applicant, you know, gives you the proof of  
18                  why she wants to do and it does fit as a  
19                  residential accessory structure on her lot,  
20                  then Borough Council will have 45 days to  
21                  make a decision. They could make a decision  
22                  tonight, but they are not required to.

23                  They are also allowed to impose  
24                  conditions on the grant. And we have had  
25                  conditional use hearings before, and

1                   McCONNELL CONDITIONAL USE

2                   sometimes Borough Council might ask about  
3                   storm water management or landscaping or  
4                   other things in a neighborhood that might  
5                   matter to the other residents. Okay?

6                   **MR. FERGUSON:** Okay. Thank you.

7                   **MS. HARPER:** So, Wanda, now that  
8                   you've heard that explanation, too, could you  
9                   please address Borough Council and tell them  
10                  what you want to do and why.

11                  **MS. McCONNELL:** Okay. The original  
12                  garage was this 34 by 36, the same square  
13                  footage for the main floor, but it was a two  
14                  and a half story building. And it was in  
15                  very sad condition, because we were unable to  
16                  find anyone to do the repairs -- or at least  
17                  my husband wasn't able to find anyone.

18                  So it was demolished so that it  
19                  wouldn't be a hazard to my property or the  
20                  neighbors' properties.

21                  Then I made arrangements to get  
22                  this -- hopefully this permit to get a new  
23                  building put up. I have five cars right now  
24                  left of the vehicles my husband had acquired  
25                  when he was alive and besides two motorcycles

## 1 McCONNELL CONDITIONAL USE

2 and a riding lawnmower that I want to put  
3 into the new structure. Obviously, 700  
4 square foot would not house that many  
5 vehicles.

6 The new building is the same  
7 square -- the 34 by 36 base square footage,  
8 but the height is only eighteen feet, not the  
9 22 that -- I'm not sure where you got that  
10 information.

11 I'm not sure what else.

12 **MS. HARPER:** Do you see the picture  
13 showing on the screen right now? Do you  
14 recognize where your property is on that?  
15 That's a Google Earth shot that we can -- I  
16 think the Borough produced that, so why don't  
17 we call that Borough-2, Google Earth shot.  
18 Okay?

19 **MS. McCONNELL:** Okay.

20 - - -  
21 (Google Earth picture marked as  
22 Borough Exhibit B-2 for identification.)

23 - - -  
24 **MS. HARPER:** Would you please tell  
25 Council where your house is and where the



1                   McCONNELL CONDITIONAL USE  
2                   garage was, unless it's showing on the  
3                   picture.

4                   **MS. McCONNELL:** Okay. This is the  
5                   house here, isn't it? This is from awhile  
6                   back. So this is the house here.

7                   **MS. HARPER:** So we can't see where  
8                   you're pointing, so you're going to have to  
9                   describe it.

10                  **MS. McCONNELL:** Okay. There's a  
11                  tractor trailer right in front of the  
12                  property.

13                  **MS. HARPER:** Okay.

14                  **MS. McCONNELL:** And if you go  
15                  directly behind back towards the alleyway --  
16                  Delaware Street, I think it's listed as --  
17                  the previous structure is there. We had  
18                  vehicles parked outside, because my husband  
19                  had the garage full of other vehicles. You  
20                  can see that there's a large red vehicle and  
21                  a smaller red vehicle parked in a slot in the  
22                  garage.

23                  **MS. HARPER:** Okay. So that's the  
24                  garage that you just testified has already  
25                  been demolished?

1                   McCONNELL CONDITIONAL USE

2                   **MS. McCONNELL:** That's correct.

3                   **MS. HARPER:** Now, I should tell you  
4                   that the zoning ordinance provides that a  
5                   building that was primarily constructed prior  
6                   to January 1st, 1940, there is a delay in  
7                   getting a demolition permit. Was that  
8                   building constructed before 1940?

9                   **MS. McCONNELL:** Yes, I'm sure it  
10                  was.

11                  **MS. HARPER:** But there is also an  
12                  exception if the building is a danger. And I  
13                  think your testimony was -- if the building  
14                  represents a clear and immediate hazard to  
15                  public safety, you can take it down. Was it  
16                  your testimony that the building was  
17                  dangerous?

18                  **MS. McCONNELL:** Yes. I had  
19                  neighbors telling me also that they could see  
20                  it swaying in the wind. When there was any  
21                  amount of wind at all, they could see it  
22                  swaying. They were afraid it was going to  
23                  come down.

24                  **MS. HARPER:** Now, I understand from  
25                  the zoning officer that you have submitted a

## 1 McCONNELL CONDITIONAL USE

2 demolition permit, which you should have  
3 gotten before you took it down, but you have  
4 already submitted that, I believe?

5 MS. McCONNELL: Yes. In fact, the  
6 person I originally hired to do the  
7 demolition had told me he had a permit. I  
8 found out later that he did not, but the  
9 structure had become even more unstable, so I  
10 hired another company to take care of it.

11 MS. HARPER: Would you be agreeable,  
12 if Borough Council sees fit to grant your  
13 request, that it be conditioned on your  
14 getting the demolition permit you should have  
15 gotten?

16 MS. McCONNELL: Yes. That would be  
17 fine.

18 MS. HARPER: Now, I'm going to ask  
19 Jaime, who's sharing her screen, if she can  
20 go to the Borough plans you submitted. Can  
21 you find them? We will call that --

22 MS. McCONNELL: That one?

23 MS. HARPER: That's your little  
24 sketch, but I actually think the Google Earth  
25 picture is better. Aren't there building

1                   McCONNELL CONDITIONAL USE

2                   plans? Yes. There we go.

3                   **MS. SNYDER:** I think it's what her  
4                   builder would provide that lists like the  
5                   structural aspect of it. So this would talk  
6                   about the roof, the cross sections, you know,  
7                   the sides, the trellises, those type of  
8                   things.

9                   **MS. HARPER:** So why don't we call  
10                   that collectively A-3.

11

12                                   - - -  
13                   (Building plans marked as  
14                   Applicant's Exhibit A-3 for identification.)

14

15                   **MS. HARPER:** Applicant-3, those are  
16                   building plans. Wanda, do you want to  
17                   explain to the Board what those are?

18                   **MS. McCONNELL:** Okay. The building  
19                   plans are showing how he's planning on  
20                   constructing with the metal standards and  
21                   roofing and garage doors and windows and so  
22                   forth on that.

23                   **MS. HARPER:** Okay. Have you  
24                   discussed your plans with any of your  
25                   neighbors?

1                   McCONNELL CONDITIONAL USE

2                   **MS. McCONNELL:** Yes, I have. Most  
3 of them that I have talked with, that would  
4 be Jim Moyer, to the right of my property and  
5 Oliver -- and I can't think of what his last  
6 name is -- actually directly across the alley  
7 that faces Lincoln, and with Dave Leech like  
8 two doors to the left of my property, and  
9 they all think that it should be approved,  
10 because it's actually smaller than the  
11 building that was there, and it will be more  
12 structurally sound.

13                   **MS. HARPER:** Okay. Mr. Chairman,  
14 those are all the questions that I have for  
15 the witness, but I'm sure Borough Council has  
16 questions.

17                   **PRESIDENT WEIERMAN:** If I can call  
18 on each of you, rather than doing it any  
19 other method. I'll save mine until the end.

20                   Jason, you want to go first, please?

21                   **MR. FERGUSON:** Sure. Thanks, Wanda,  
22 for your time today. So I have a few  
23 questions.

24                   The last statement you just said  
25 that the new building is going to be smaller

## 1                   McCONNELL CONDITIONAL USE

2                   than the old, I'm not sure I understand how  
3                   that is if the square footage is more and the  
4                   height is taller.

5                   **MS. McCONNELL:** No. The height  
6                   actually isn't taller. The height is only  
7                   eighteen feet. The previous building was 22  
8                   or more. I'm not the sure what the previous  
9                   height was. It was two and a half stories.  
10                  It's only going to be one story now. The  
11                  peak is at eighteen feet.

12                 **MR. FERGUSON:** Doesn't the Borough  
13                 code require it only be 15 feet?

14                 **MS. McCONNELL:** That's another  
15                 reason why I'm asking for the conditional,  
16                 because even though the square footage --  
17                 because it has to have snow and rain drainage  
18                 proper for the size of the building, it needs  
19                 to be that tall.

20                 **MR. FERGUSON:** So given the  
21                 increased square footage, you need the  
22                 additional three feet in height to get the  
23                 drainage angles that you need is what you're  
24                 saying?

25                 **MS. McCONNELL:** Right. That's

## 1                   McCONNELL CONDITIONAL USE

2                   correct.

3                   **MR. FERGUSON:** And then, you know,  
4                   the building before obviously didn't house  
5                   'all your vehicles before. And I guess you  
6                   just dealt with that? I guess the question  
7                   in my mind is I'm sure it would be nice to  
8                   have a structure that houses all your  
9                   vehicles, but is it a necessity, given that  
10                  you didn't have it before?

11                  **MS. McCONNELL:** Well, yeah, it's a  
12                  hassle to try to find parking that is not in  
13                  the garage.

14                  **MR. FERGUSON:** So street parking,  
15                  basically?

16                  **MS. McCONNELL:** Basically. And  
17                  since my son's car was totaled sitting out on  
18                  the street, I find that to be not a good  
19                  option.

20                  **MR. FERGUSON:** Okay.

21                                 - - -

22                                 (Indiscernible speaking.)

23                                 - - -

24                  **MS. HARPER:** Wanda, only you can  
25                  testify, unless we swear in somebody else.



## 1                   McCONNELL CONDITIONAL USE

2                   **MS. McCONNELL:** I'm sorry. My son  
3 is listening in on the other line.

4                   **MS. HARPER:** Okay. Let's keep to  
5 one witness. It's easier for our court  
6 reporter to take it down.

7                   **MS. McCONNELL:** I understand. I'm  
8 sorry.

9                   **MR. FERGUSON:** Then how many  
10 vehicles did you want to store again?

11                   **MS. McCONNELL:** Well, I have five  
12 vehicles at this point in time.

13                   **MR. FERGUSON:** And what were they?

14                   **MS. McCONNELL:** I have two porsches,  
15 a Corvette, a Thunderbird and a Subaru. The  
16 Subaru is my main vehicle, but I do drive the  
17 Porsches periodically. The Thunderbird is a  
18 collectible that I haven't been able to sell,  
19 but will need to be stored. And the Corvette  
20 is in the process of being restored.

21                   **MR. FERGUSON:** And it's being  
22 restored on the property or elsewhere?

23                   **MS. McCONNELL:** On the property  
24 mostly.

25                   **MR. FERGUSON:** And the last question

## 1                   McCONNELL CONDITIONAL USE

2           I have is did you consider off-site storage  
3           options that could store your vehicles,  
4           versus building a structure on the property  
5           to do it?

6                   **MS. McCONNELL:** That would not  
7           really fulfill what I need to do. No. I did  
8           look into storing them temporarily while the  
9           garage is in the process of being demolished  
10          and hopefully replaced, but it's rather  
11          expensive to store vehicles, and I'm on a  
12          fixed income, so...

13                   **MR. FERGUSON:** Let me ask this  
14          question: How expensive is it -- and I  
15          apologize -- if this is too personal you  
16          don't have to answer it, but how expensive is  
17          it to store vehicles on an off-site location  
18          versus build a brand new structure to do the  
19          same thing?

20                   **MS. McCONNELL:** Well, since the  
21          structure was primarily there before, to  
22          store the vehicles, I mean the initial cost  
23          is going to be high, but it's not changing  
24          the property. If I don't replace the garage,  
25          I've completely changed the property from

1                   McCONNELL CONDITIONAL USE

2                   what it was when it was purchased.

3                   **MR. FERGUSON:**   Okay.   All right.

4                   That's all I've got.   Thank you.

5                   **MS. McCONNELL:**   Sure.

6                   **PRESIDENT WEIERMAN:**   Larry, you want  
7                   to go next?

8                   **MR. STEVENS:**    Yes, John.

9                   **MR. DILISIO:**    I have a question.  
10                  You said there was an old garage that was  
11                  demolished and you're going to put up another  
12                  one.

13                  Is that -- this is a question, I  
14                  guess for Kate, is this a grandfather type of  
15                  arrangement where you're replacing an  
16                  existing building?   Does that come into play?

17                  **MS. HARPER:**    I think because she's  
18                  going to put it on the footprint of the old  
19                  building, I think that helps her with respect  
20                  to setback requirements that otherwise might  
21                  be changed.

22                  But what I understand from you,  
23                  Ms. McConnell, is you're going to put this  
24                  building right where the other one was?

25                  **MS. McCONNELL:**   That's correct.   And

1                   McCONNELL CONDITIONAL USE

2                   when we did the survey of the property, we  
3                   find that it does fall within the  
4                   requirements of the current statutes that  
5                   says that it has to be certain footages from  
6                   the alley and from the adjacent properties.

7                   **MS. HARPER:** Okay. Does that answer  
8                   your question, Sal?

9                   **MR. DILISIO:** Yeah. That was my  
10                  other question about side yards, because it  
11                  might infringe on the distance between two  
12                  properties.

13                  **MS. McCONNELL:** It does not.

14                  **MR. DILISIO:** I think the Borough  
15                  code -- what is that eight feet?

16                  **MS. McCONNELL:** Yes.

17                  **MR. DILISIO:** Yeah. So you're  
18                  within that limit?

19                  **MS. McCONNELL:** Yes, I'm nine and a  
20                  half feet from the closest property. The  
21                  other one is twenty-three feet.

22                  **MR. DILISIO:** Now, another question.  
23                  I guess, this property could be used for  
24                  repairing vehicles.

25                  **MS. McCONNELL:** Only my own if they

1                   McCONNELL CONDITIONAL USE

2                   would break down.

3                   **MS. HARPER:** She's applied for a  
4                   residential accessory structure. It's got to  
5                   be something that you would use it in  
6                   connection with your own residence. So your  
7                   own cars and your own garage, that's  
8                   residential.

9                   **MS. McCONNELL:** Right.

10                  **MR. DILISIO:** I have no other  
11                  questions. Oh, just one. I'm sorry.

12                  You said some of your neighbors had  
13                  no problems with the building, the square  
14                  footage of the building. Am I correct?

15                  **MS. McCONNELL:** No. There were no  
16                  problems, no.

17                  **MR. DILISIO:** Okay. I have no more  
18                  questions.

19                  **PRESIDENT WEIERMAN:** Thanks, Sal.

20                  Okay. Larry. You're on.

21                  **MR. STEVENS:** I have no questions.  
22                  All my questions were answered already.  
23                  Thank you.

24                  **PRESIDENT WEIERMAN:** I'm going to  
25                  start with one for staff and following up on

1                   McCONNELL CONDITIONAL USE

2                   the comments regarding the neighbors. Have  
3                   we had any contact from neighbors regarding  
4                   the project?

5                   Jaime?

6                   Mike?

7                   **MR. DEFINIS:** I have not.

8                   **MS. SNYDER:** I have not.

9                   **PRESIDENT WEIERMAN:** They've been  
10                  notified of the potential plan, though? They  
11                  had an opportunity? Or does that come once  
12                  we get the actual final building permit?

13                  **MS. SNYDER:** No. I believe it's not  
14                  like -- Kate can correct me if I'm wrong.  
15                  It's not like the zoning hearing board where  
16                  everybody within 300 feet got a letter like  
17                  they would if they went to zoning hearing  
18                  board. So the way the neighbors would have  
19                  been notified is if they asked Ms. McConnell  
20                  questions or saw the advertisement that was  
21                  advertised and placed in the newspaper.

22                  I'm not aware of, for the  
23                  conditional use, that any letter was  
24                  generally circulated, as it is for a zoning  
25                  hearing board.

1                   McCONNELL CONDITIONAL USE

2                   **MS. HARPER:** I agree.

3                   **PRESIDENT WEIERMAN:** Okay .

4                   **MS. HARPER:** I do have to say that a  
5 conditional use is somewhat different than a  
6 variance where somebody wants something not  
7 permitted by the zoning ordinance. A  
8 conditional use is permitted, so as long as  
9 nobody produces evidence of a problem with  
10 the health, safety and welfare. And I think  
11 the reason we have it in the ordinance as a  
12 conditional use is to make sure that a larger  
13 than usual accessory structure is residential  
14 to Sal's point about, you know, turning it  
15 into a car repair business, that would not be  
16 residential. So I think that's why Borough  
17 Council wants to hear about these things.

18                   **PRESIDENT WEIERMAN:** Okay.

19 Ms. McConnell, will there be any water  
20 connection? And, of course, there's going to  
21 be electric, but any other utilities?

22                   **MS. McCONNELL:** No. And the  
23 electric is not going to be done yet at this  
24 time.

25                   **PRESIDENT WEIERMAN:** So initially



1 McCONNELL CONDITIONAL USE

2 it's just storage?

3 **MS. McCONNELL:** Right. Electric  
4 will be added at a future date, but we will  
5 notify you when that is going to happen.

6 **PRESIDENT WEIERMAN:** And not being  
7 able to decipher the plans, how many garage  
8 doors will be on the building?

9 **MS. McCONNELL:** There will be three  
10 garage doors.

11 **PRESIDENT WEIERMAN:** And they'll  
12 operate manually, initially, you're saying?

13 **MS. McCONNELL:** Yes.

14 **PRESIDENT WEIERMAN:** The orange --  
15 there's some orange paint on the site. Is  
16 that the corners of the proposed building?

17 **MS. McCONNELL:** Yes. The builder  
18 put those markings.

19 **PRESIDENT WEIERMAN:** And your  
20 statement earlier was that that is actually  
21 smaller than what the demolished building  
22 was?

23 **MS. McCONNELL:** No. The actual size  
24 is about the same, as far as the base  
25 dimensions. The height is shorter, but the

## 1                   McCONNELL CONDITIONAL USE

2                   base dimensions are the same.

3                   **MR. FERGUSON:** Mr. President, if I  
4                   can add into your question. One thing I  
5                   think that might be helpful for Council,  
6                   before a final decision is made, is if we  
7                   have images of it with the property, whether  
8                   it's a combination of Google Earth images or,  
9                   you know, photographs of the property  
10                  overlaid with what the size that they would  
11                  look like. I think that would be helpful.

12                  **MS. McCONNELL:** I can try. I don't  
13                  know if I even can do that or not. Maybe my  
14                  son can help me do that.

15                  **MR. FERGUSON:** It's something that  
16                  the engineer should be able to help you with,  
17                  as well, who's doing the work -- or who's  
18                  coming up with the plan.

19                  **MS. McCONNELL:** Okay.

20                  **PRESIDENT WEIERMAN:** I don't think  
21                  there is a plan, right?

22                  **MS. HARPER:** Well, we have a plan on  
23                  the screen. Was that done by your builder?

24                  **MS. McCONNELL:** Yes.

25                  **MS. HARPER:** Maybe your builder

## 1                   McCONNELL CONDITIONAL USE

2                   could help by superimposing an image of the  
3                   building on the Google Earth map that we  
4                   already have.

5                   I think your testimony was that it  
6                   was within the footprint of the old building  
7                   that is on the Google Earth picture; is that  
8                   right?

9                   **MS. McCONNELL:** Yes.

10                  **MS. HARPER:** Does that help Borough  
11                  Council?

12                  **PRESIDENT WEIERMAN:** Yes.

13                  **MR. STEVENS:** Yes.

14                  **PRESIDENT WEIERMAN:** This question  
15                  is, again, more for staff. On this  
16                  hand-drawn plan, it shows the ten feet off  
17                  the alley. Is that sufficient for our  
18                  purposes? Is there a requirement? I guess  
19                  they own out to the middle of the alley; is  
20                  that correct?

21                  **MS. McCONNELL:** It was actually from  
22                  the property line.

23                  **MS. HARPER:** In general, under  
24                  Section 27-903, Accessory Uses, Section D, a  
25                  larger than 700 square foot residential

## 1                   McCONNELL CONDITIONAL USE

2                   accessory structure should meet the setback  
3                   requirements for principal buildings shall  
4                   apply. I don't know that it does that. The  
5                   zoning officer, however, did not call it out  
6                   as being a problem in its location, probably  
7                   because it's going on the footprint of the  
8                   old accessory building. The witness's  
9                   testimony was it was nine and a half feet  
10                  from the side yard.

11                 **PRESIDENT WEIERMAN:** I'm talking  
12                  about to the alley, I think it's listed here  
13                  as ten feet? I want to make sure that that's  
14                  sufficient for snow plowing if for some  
15                  reason the Borough would be running vehicles  
16                  down there and, obviously, trash trucks and  
17                  anything else utilizing the alley.

18                 **MR. DEFINIS:** Is that a question for  
19                  staff, John?

20                 **PRESIDENT WEIERMAN:** Yes.

21                 **MR. DEFINIS:** So it's probably more  
22                  than what exists with some of the other  
23                  properties that are on the alley now.

24                 **PRESIDENT WEIERMAN:** I agree with  
25                  that, which was what my next point was going

1                   McCONNELL CONDITIONAL USE

2                   to be. I think there's similar structures  
3                   all along the alley, also not in the best of  
4                   conditions, so a new building would be an  
5                   improvement. And I think from what I saw,  
6                   height wise at eighteen feet, it's probably  
7                   not significantly different from what other  
8                   structures are along the alley, also.

9                   **MS. HARPER:** Would it be helpful if  
10                  we go back to that Google Earth image,  
11                  Mr. Chairman?

12                  **PRESIDENT WEIERMAN:** Sure. I think  
13                  you can see two doors down to the right, that  
14                  building is right on the alley. The next one  
15                  beside that is similar height, I think. So  
16                  not that -- you know, neighbors don't have  
17                  much room for complaint, based on what  
18                  already exists, I would say.

19                  My only other question was, was  
20                  there a start date you were trying to target,  
21                  Ms. McConnell?

22                  **MS. McCONNELL:** Well, I was hoping  
23                  to get the structure built before snow, so  
24                  soon.

25                  **PRESIDENT WEIERMAN:** And again,

1                   McCONNELL CONDITIONAL USE

2                   without going through all the construction  
3                   paperwork, what type of foundation is it  
4                   going to be?

5                   **MS. McCONNELL:** It will be -- it's a  
6                   pole barn with stress wood base with concrete  
7                   with gravel and concrete for the interior.

8                   **PRESIDENT WEIERMAN:** So it will be a  
9                   concrete floor on top of the stone base,  
10                  probably?

11                  **MS. McCONNELL:** Right.

12                  **PRESIDENT WEIERMAN:** Which, again, I  
13                  think that's important if they can provide  
14                  that overlay sketch so that we could see  
15                  where that would lie. That would probably be  
16                  very beneficial.

17                  **MS. McCONNELL:** Okay.

18                  **MS. HARPER:** So let me make a  
19                  suggestion. Did everybody have a chance --  
20                  and we have to ask if there's any public  
21                  comment.

22                  **PRESIDENT WEIERMAN:** Any comments  
23                  from the public at this time?

24                  - - -

25                  (No response.)

## 1                   McCONNELL CONDITIONAL USE

2

3

**PRESIDENT WEIERMAN:** None of her  
4 neighbors are in attendance is my  
5 understanding.

6

**MS. SNYDER:** I do not see any public  
7 that's in attendance with their hand raised.

8

**MS. HARPER:** All right. So my  
9 suggestion would be that we do not close the  
10 hearing, that we leave it open in order to  
11 get the additional evidence that the chair  
12 has requested. The faster you get that,  
13 Ms. McConnell, the faster Borough Council  
14 will be able to render a decision. Borough  
15 Council does have another meeting in two  
16 weeks, but if you can get it in advance of  
17 that, I think it would be helpful to them.

18

**MS. McCONNELL:** Okay. I'll do what  
19 I can.

20

**MS. HARPER:** Do you have any other  
21 information that you need to bring to Borough  
22 Council's attention tonight?

23

24

**MS. McCONNELL:** Not that I'm aware  
of. No.

25

**MS. HARPER:** All right.

## 1                   McCONNELL CONDITIONAL USE

2           Mr. Chairman, I think we can stop the hearing  
3           for now, but not close it until we get the  
4           additional evidence that's been requested.

5                   **PRESIDENT WEIERMAN:** Okay. No  
6           objections? We'll continue the hearing upon  
7           receipt of the information.

8                   **MS. HARPER:** And I would ask Jaime,  
9           tomorrow if you could send the exhibits to  
10          the court reporter, that would be helpful so  
11          she has them with the transcript.

12                   **MS. SNYDER:** Sure. No problem.

13                   **PRESIDENT WEIERMAN:** Great. Thank  
14          you.

15                   **MS. McCONNELL:** Thank you for your  
16          time.

17                               (At 9:00 p.m., the hearing was  
18          concluded.)

19  
20  
21  
22  
23  
24  
25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T I O N

I hereby certify that the  
proceedings and evidence are contained fully  
and accurately in the notes taken by me in  
the above cause and that this is a correct  
transcript of the same.

JOAN HILL MORK  
Official Court Reporter

<p>1</p> <p>1,224 4/11 10 2/12 1099 1/24 14 2/17 15 4/9, 4/12, 15/13 1940 11/6, 11/8 19404 1/25 1st 11/6</p>	<p>ASSISTANT 1/16, 1/17 ASSOCIATES 1/24 attendance 30/4, 30/7 attention 30/22</p>	<p>COURT 1/24, 3/7, 3/18, 17/5, 31/10 cross 13/6</p>
<p>2</p> <p>2 1/7 2020 1/7 22 4/11, 9/9, 15/7 27-903 26/24</p>	<p>B</p> <p>B-1 2/11, 5/5, 5/8, 5/12 B-2 2/12, 9/22 barn 29/6 base 9/7, 24/24, 25/2, 29/6, 29/9 based 28/17 beneficial 29/16 big 6/11, 7/13 bit 4/19 Board 13/17, 22/15, 22/18, 22/25 BOROUGH 1/2, 1/15, 4/13, 4/21, 4/23, 5/12, 6/10, 7/7, 7/8, 7/10, 7/20, 8/2, 8/9, 9/16, 9/22, 12/12, 12/20, 14/15, 15/12, 20/14, 23/16, 26/10, 27/15, 30/13, 30/14, 30/21 BOROUGH'S 2/9 Borough-1 5/9 Borough-2 9/17 BOX 1/24 brand 18/18 break 21/2 bring 30/21 BROAD 1/5, 3/4 build 18/18 builder 13/4, 24/17, 25/23, 25/25 Building 2/17, 4/5, 4/8, 4/11, 6/13, 7/11, 8/14, 8/23, 9/6, 11/5, 11/8, 11/12, 11/13, 11/16, 12/25, 13/12, 13/16, 13/18, 14/11, 14/25, 15/7, 15/18, 16/4, 18/4, 19/16, 19/19, 19/24, 21/13, 21/14, 22/12, 24/8, 24/16, 24/21, 26/3, 26/6, 27/8, 28/4, 28/14 buildings 27/3 built 28/23 BURSNER 1/24 business 23/15</p>	<p>D</p> <p>danger 11/12 dangerous 11/17 date 24/4, 28/20 Dave 14/7 days 7/20 dealt 16/6 DECEMBER 1/7 decipher 24/7 decision 4/24, 7/21, 25/6, 30/14 DEFINIS 1/15 Delaware 10/16 delay 11/6 demolished 8/18, 10/25, 18/9, 19/11, 24/21 Demolition 5/25, 6/2, 11/7, 12/2, 12/7, 12/14 describe 10/9 DILISIO 1/11 dimensions 24/25, 25/2 Direct 2/4, 3/24 discussed 13/24 distance 20/11 document 5/23 Doesn't 15/12 doors 13/21, 14/8, 24/8, 24/10, 28/13 drainage 15/17, 15/23 drive 17/16</p>
<p>3</p> <p>300 22/16 34 8/12, 9/7 36 8/12, 9/7</p>	<p>C</p> <p>call 5/8, 6/21, 9/17, 12/21, 13/9, 14/17, 27/5 car 16/17, 23/15 care 12/10 cars 8/23, 21/7 case 4/21, 4/23 CATHERINE 1/18 chair 30/11 Chairman 3/17 chance 29/19 changed 18/25, 19/21 changing 18/23 circulated 22/24 clear 11/14 close 30/9, 31/3 closest 20/20 coach 4/18 code 7/10, 15/13, 20/15 collectible 17/18 combination 25/8 comment 29/21 comments 22/2, 29/22 company 12/10 complaint 28/17 concluded 31/18 concrete 29/6, 29/7, 29/9 condition 8/15 CONDITIONAL 1/5, 3/1, 3/4, 4/1, 4/3, 5/1, 6/1, 7/1, 7/6, 7/25, 8/1, 9/1, 10/1, 11/1, 12/1, 13/1, 14/1, 15/1, 15/15, 16/1, 17/1, 18/1, 19/1, 20/1, 21/1, 22/1, 22/23, 23/1, 23/5, 23/8, 23/12, 24/1, 25/1, 26/1, 27/1, 28/1, 29/1, 30/1, 31/1 conditioned 12/13 conditions 7/24, 28/4 connection 21/6, 23/20 constructed 11/5, 11/8 constructing 13/20 Construction 2/16, 5/23, 6/4, 29/2 contact 22/3 continue 31/6 corners 24/16 correct 6/21, 11/2, 16/2, 19/25, 21/14, 22/14, 26/20 Corvette 17/15, 17/19 cost 18/22 COUNCIL 1/3, 4/13, 4/21, 4/23, 6/10, 7/7, 7/8, 7/20, 8/2, 8/9, 9/25, 12/12, 14/15, 23/17, 25/5, 26/11, 30/13, 30/15 Council's 30/22 counsel's 7/10 course 23/20</p>	<p>E</p> <p>Earth 2/12, 9/15, 9/17, 9/21, 12/24, 25/8, 26/3, 26/7, 28/10 easier 17/5 eight 20/15 eighteen 9/8, 15/7, 15/11, 28/6 electric 23/21, 23/23, 24/3 end 14/19 engineer 25/16 ESQUIRE 1/18 EVIDENCE 2/3, 3/20, 23/9, 30/11, 31/4 examined 3/23 exception 11/12 Exhibit 5/5, 5/12, 5/15, 5/20, 6/5, 6/22, 9/22, 13/13 exhibits 6/14, 31/9 existing 19/16 exists 27/22, 28/18 expensive 18/11, 18/14, 18/16 explanation 8/8</p>
<p>4</p> <p>4 2/5 40 1/5, 3/4 45 7/20</p>	<p>A</p> <p>A-1 2/15, 5/15, 5/20 A-2 2/16, 5/22, 5/25, 6/5 A-3 2/17, 13/10, 13/13 above-captioned 1/9 accessory 4/5, 4/8, 7/12, 7/19, 21/4, 23/13, 26/24, 27/2, 27/8 acquired 8/24 add 5/5, 25/4 added 24/4 address 8/9 adjacent 20/6 advance 30/16 advertised 4/3, 22/21 Advertisement 2/11, 22/20 afraid 11/22 agenda 3/3 agree 23/2, 27/24 agreeable 12/11 alive 8/25 alley 14/6, 20/6, 26/17, 26/19, 27/12, 27/17, 27/23, 28/3, 28/8, 28/14 alleyway 10/15 allowed 7/23 amount 11/21 angles 15/23 answer 18/16, 20/7 answered 21/22 apologize 18/15 APPLICANT 1/21, 4/20, 7/17 APPLICANT'S 2/3, 2/14, 3/20, 5/19, 6/5, 13/13 Applicant-3 13/15 Application 2/15, 2/16, 5/16, 5/19, 5/24, 6/4, 7/4, 7/7 applied 4/9, 4/10, 21/3 apply 27/4 approval 4/13 approved 14/9 arrangement 19/15 arrangements 8/21 aspect 13/5</p>	<p>F</p> <p>faces 14/7 fact 7/11, 12/5 fall 20/3 faster 30/12, 30/13 feet 4/8, 4/9, 4/11, 4/12, 9/8, 15/7, 15/11, 15/13, 15/22, 20/15, 20/20, 20/21, 22/16, 26/16, 27/9, 27/13, 28/6 FERGUSON 1/12 find 8/16, 8/17, 12/21, 16/12, 16/18, 20/3 fine 12/17 fit 7/18, 12/12 five 3/3, 8/23, 17/11 fixed 18/12 floor 8/13, 29/9 follows 3/23 foot 9/4, 26/25 footage 8/13, 9/7, 15/3, 15/16, 15/21, 21/14 footages 20/5 footprint 19/18, 26/6, 27/7 found 12/8 foundation 29/3 front 10/11 fulfill 18/7 future 24/4</p>
<p>6</p> <p>6 2/11, 2/15 610-279-2711 1/25</p>	<p>G</p> <p>garage 4/25, 5/16, 6/2, 8/12, 10/2, 10/19, 10/22, 10/24, 13/21, 16/13, 18/9, 18/24, 19/10, 21/7, 24/7, 24/10 Google 2/12, 9/15, 9/17, 9/21, 12/24, 25/8, 26/3, 26/7, 28/10 grandfather 19/14 grant 7/24, 12/12 gravel 29/7 guess 16/5, 16/6, 19/14, 20/23, 26/18</p>	<p>G</p>
<p>7</p> <p>7 2/16 700 4/8, 9/3, 26/25</p>	<p>8</p> <p>8:30 1/9</p>	<p>G</p>
<p>9</p> <p>9:00 31/17</p>	<p>9</p>	<p>G</p>
<p>A</p> <p>A-1 2/15, 5/15, 5/20 A-2 2/16, 5/22, 5/25, 6/5 A-3 2/17, 13/10, 13/13 above-captioned 1/9 accessory 4/5, 4/8, 7/12, 7/19, 21/4, 23/13, 26/24, 27/2, 27/8 acquired 8/24 add 5/5, 25/4 added 24/4 address 8/9 adjacent 20/6 advance 30/16 advertised 4/3, 22/21 Advertisement 2/11, 22/20 afraid 11/22 agenda 3/3 agree 23/2, 27/24 agreeable 12/11 alive 8/25 alley 14/6, 20/6, 26/17, 26/19, 27/12, 27/17, 27/23, 28/3, 28/8, 28/14 alleyway 10/15 allowed 7/23 amount 11/21 angles 15/23 answer 18/16, 20/7 answered 21/22 apologize 18/15 APPLICANT 1/21, 4/20, 7/17 APPLICANT'S 2/3, 2/14, 3/20, 5/19, 6/5, 13/13 Applicant-3 13/15 Application 2/15, 2/16, 5/16, 5/19, 5/24, 6/4, 7/4, 7/7 applied 4/9, 4/10, 21/3 apply 27/4 approval 4/13 approved 14/9 arrangement 19/15 arrangements 8/21 aspect 13/5</p>	<p>8</p> <p>8:30 1/9</p> <p>9</p> <p>9:00 31/17</p>	<p>G</p>

<p style="text-align: center;"><b>H</b></p> <p>half 8/14, 15/9, 20/20, 27/9 hand 30/7 hand-drawn 26/16 HARPER 1/18, 3/6 hassle 16/12 HATFIELD 1/2, 2/9 hazard 8/19, 11/14 health 23/10 hearings 7/25 height 9/8, 15/4, 15/5, 15/6, 15/9, 15/22, 24/25, 28/6, 28/15 held 1/9 help 25/14, 25/16, 26/2, 26/10 helpful 25/5, 25/11, 28/9, 30/17, 31/10 helps 19/19 high 4/10, 4/12, 18/23 hired 12/6, 12/10 hoping 28/22 house 9/4, 9/25, 10/5, 10/6, 16/4 houses 16/8 HUMAN 1/17 husband 8/17, 8/24, 10/18</p>	<p>matter 1/9, 8/5 MAYOR 1/14 McCONNELL 1/21, 2/5, 3/1, 3/22, 4/1, 5/1, 6/1, 7/1, 8/1, 9/1, 10/1, 11/1, 12/1, 13/1, 14/1, 15/1, 16/1, 17/1, 18/1, 19/1, 20/1, 21/1, 22/1, 23/1, 24/1, 25/1, 26/1, 27/1, 28/1, 29/1, 30/1, 31/1 McConnell's 4/4, 5/16 meet 27/2 MEETING 1/3, 30/15 MEMBER 1/11, 1/12 metal 13/20 method 14/19 MICHAEL 1/15 middle 26/19 Mike 22/6 mind 16/7 motorcycles 8/25 move 3/2 Moyer 14/4 Mr. Chairman 14/13, 28/11, 31/2 MR. DEFINIS 22/7, 27/18, 27/21 MR. DILISIO 19/9, 20/9, 20/14, 20/17, 20/22, 21/10, 21/17 MR. FERGUSON 6/25, 8/6, 14/21, 15/12, 15/20, 16/3, 16/14, 16/20, 17/9, 17/13, 17/21, 17/25, 18/13, 19/3, 25/3, 25/15 Mr. President 25/3 MR. STEVENS 19/8, 21/21, 26/13 MS. HARPER 3/7, 3/12, 3/15, 3/19, 3/25, 4/18, 5/14, 5/22, 6/8, 6/19, 7/5, 8/7, 9/12, 9/24, 10/7, 10/13, 10/23, 11/3, 11/11, 11/24, 12/11, 12/18, 12/23, 13/9, 13/15, 13/23, 14/13, 16/24, 17/4, 19/17, 20/7, 21/3, 23/2, 23/4, 25/22, 25/25, 26/10, 26/23, 28/9, 29/18, 30/8, 30/20, 30/25, 31/8 Ms. McConnell 3/10, 3/11, 3/14, 4/17, 6/9, 6/18, 6/24, 8/11, 9/19, 10/4, 10/10, 10/14, 11/2, 11/9, 11/18, 12/5, 12/16, 12/22, 13/18, 14/2, 15/5, 15/14, 15/25, 16/11, 16/16, 17/2, 17/7, 17/11, 17/14, 17/23, 18/6, 18/20, 19/5, 19/23, 19/25, 20/13, 20/16, 20/19, 20/25, 21/9, 21/15, 22/19, 23/19, 23/22, 24/3, 24/9, 24/13, 24/17, 24/23, 25/12, 25/19, 25/24, 26/9, 26/21, 28/21, 28/22, 29/5, 29/11, 29/17, 30/13, 30/18, 30/23, 31/15 MS. SNYDER 13/3, 22/8, 22/13, 30/6, 31/12</p>	<p>paint 24/15 paperwork 29/3 parked 10/18, 10/21 parking 16/12, 16/14 peak 15/11 Penn 5/6 permission 4/4 permit 4/6, 4/7, 6/2, 8/22, 11/7, 12/2, 12/7, 12/14, 22/12 permitted 5/2, 5/17, 23/7, 23/8 personal 18/15 photographs 25/9 picture 2/12, 9/12, 9/21, 10/3, 12/25, 26/7 placed 22/21 plan 22/10, 25/18, 25/21, 25/22, 26/16 planning 13/19 plans 2/17, 12/20, 13/2, 13/12, 13/16, 13/19, 13/24, 24/7 play 19/16 plowing 27/14 point 17/12, 23/14, 27/25 pointing 10/8 pole 29/6 porsches 17/14, 17/17 potential 22/10 PRESIDENT 1/11, 3/2, 14/17, 19/6, 21/19, 21/24, 22/9, 23/3, 23/18, 23/25, 24/6, 24/11, 24/14, 24/19, 25/20, 26/12, 26/14, 27/11, 27/20, 27/24, 28/12, 28/25, 29/8, 29/12, 29/22, 30/3, 31/5, 31/13 problem 23/9, 27/6, 31/12 problems 21/13, 21/16 process 17/20, 18/9 produced 9/16 produces 23/9 project 22/4 proof 5/5, 5/11, 7/17 properties 8/20, 20/6, 20/12, 27/23 property 8/19, 9/14, 10/12, 14/4, 14/8, 17/22, 17/23, 18/4, 18/24, 18/25, 20/2, 20/20, 20/23, 25/7, 25/9, 26/22 propose 6/11 proposed 24/16 provide 13/4, 29/13 provides 11/4 public 5/7, 11/15, 29/20, 29/23, 30/6 publication 5/6, 5/11 purchased 19/2 purposes 26/18 put 4/9, 4/10, 6/15, 8/23, 9/2, 19/11, 19/18, 19/23, 24/18</p>
<p style="text-align: center;"><b>I</b></p> <p>identification 5/12, 5/20, 6/6, 9/22, 13/13 III 1/14 image 26/2, 28/10 images 25/7, 25/8 immediate 11/14 impose 7/23 improvement 28/5 income 18/12 increased 15/21 Indiscernible 16/22 information 9/10, 30/21, 31/7 infringe 20/11 initial 18/22 interior 29/7 item 3/3</p>	<p style="text-align: center;"><b>N</b></p> <p>name 3/9, 14/6 necessity 16/9 need 3/15, 6/22, 15/21, 15/23, 17/19, 18/7, 30/21 needs 15/18 neighborhood 8/4 neighbors 7/13, 11/19, 13/25, 21/12, 22/2, 22/3, 22/18, 28/16, 30/4 neighbors' 8/20 new 8/22, 9/3, 9/6, 14/25, 18/18, 28/4 newspaper 22/21 nice 16/7 nine 20/19, 27/9 Norristown 1/25 North 5/6 notice 5/7, 7/14 notified 22/10, 22/19 notify 24/5 Number 2/10, 6/22</p>	<p style="text-align: center;"><b>Q</b></p> <p>question 16/6, 17/25, 18/14, 19/9, 19/13, 20/8, 20/10, 20/22, 25/4, 26/14, 27/18, 28/19 questions 7/15, 14/14, 14/16, 14/23, 21/11, 21/18, 21/21, 21/22, 22/20</p>
<p style="text-align: center;"><b>J</b></p> <p>JAIME 1/16, 12/19, 22/5, 31/8 January 11/6 JASON 1/12, 14/20 Jim 14/4 Joan 3/7, 3/16, 3/19 JOHN 1/11, 19/8, 27/19</p>	<p style="text-align: center;"><b>O</b></p> <p>object 7/14 objections 31/6 off-site 18/2, 18/17 officer 11/25, 27/5 old 15/2, 19/10, 19/18, 26/6, 27/8 Oliver 14/5 open 30/10 operate 24/12 opportunity 22/11 option 16/19 options 18/3 orange 24/14, 24/15 order 30/10 ordinance 4/6, 4/7, 5/3, 11/4, 23/7, 23/11 original 8/11 originally 12/6 overlay 25/10 overlay 29/14</p>	<p style="text-align: center;"><b>R</b></p> <p>rain 15/17 raised 30/7 RE 1/5 read 7/3 reason 15/15, 23/11, 27/15 recall 7/2 receipt 31/7 received 7/14 red 10/20, 10/21 reject 7/3 relaxation 7/9 render 4/24, 30/14 repair 23/15 repairing 20/24 repairs 8/16 replace 18/24 replaced 18/10 replacing 19/15 reporter 3/8, 3/18, 5/7, 17/6, 31/10 REPORTING 1/24 represents 11/14 request 4/4, 12/13 requested 30/12, 31/4 require 15/13 required 7/22 requirement 26/18 requirements 19/20, 20/4, 27/3 requires 4/13 residence 21/6 residential 4/7, 7/12, 7/19, 21/4, 21/8, 23/13, 23/16, 26/25 residents 8/5</p>
<p style="text-align: center;"><b>K</b></p> <p>KALER 1/14 Kate 6/25, 19/14, 22/14</p>	<p style="text-align: center;"><b>P</b></p> <p>p.m 1/9, 31/17 P.O 1/24 PA 1/25</p>	<p style="text-align: center;"><b>R</b></p>
<p style="text-align: center;"><b>L</b></p> <p>landscaping 8/3 large 10/20 larger 4/5, 4/25, 5/16, 23/12, 26/25 Larry 19/6, 21/20 later 12/8 lawnmower 9/2 LAWRENCE 1/12 leave 30/10 Leech 14/7 left 8/24, 14/8 Legal 2/11, 5/5 letter 22/16, 22/23 lie 29/15 limit 20/18 Lincoln 14/7 line 17/3, 26/22 listed 10/16, 27/12 listening 17/3 lists 13/4 little 4/19, 12/23 location 18/17, 27/6</p>	<p style="text-align: center;"><b>O</b></p>	<p style="text-align: center;"><b>R</b></p>
<p style="text-align: center;"><b>M</b></p> <p>main 8/13, 17/16 management 8/3 MANAGER 1/15, 1/16, 1/17 manually 24/12 map 26/3 mark 5/4, 5/15 Marked 2/10, 5/11, 5/19, 6/5, 9/21, 13/12 markings 24/18</p>	<p style="text-align: center;"><b>P</b></p>	<p style="text-align: center;"><b>R</b></p>

RESOURCE 1/17  
respect 19/19  
response 29/25  
restored 17/20, 17/22  
riding 9/2  
ROBERT 1/14  
role 7/10  
roof 13/6  
roofing 13/21  
room 28/17  
running 27/15

S

sad 8/15  
safety 11/15, 23/10  
Sal 20/8, 21/19  
Sal's 23/14  
SALVATORE 1/11  
save 14/19  
saw 22/20, 28/5  
screen 3/9, 9/13, 12/19, 25/23  
SECRETARY 1/17  
Section 26/24  
sections 13/6  
sell 17/18  
send 31/9  
setback 19/20, 27/2  
sharing 12/19  
shorter 24/25  
shot 9/15, 9/17  
shows 26/16  
side 20/10, 27/10  
sides 13/7  
site 24/15  
sitting 16/17  
size 15/18, 24/23, 25/10  
sketch 12/24, 29/14  
slot 10/21  
smaller 10/21, 14/10, 14/25, 24/21  
snow 15/17, 27/14, 28/23  
SNYDER 1/16  
SOLICITOR 1/18, 3/6, 4/22  
son 17/2, 25/14  
son's 16/17  
sound 14/12  
square 4/8, 4/11, 8/12, 9/4, 9/7, 15/3, 15/16,  
15/21, 21/13, 26/25  
staff 21/25, 26/15, 27/19  
standards 13/20  
start 4/14, 5/4, 21/25, 28/20  
started 7/2  
statement 14/24, 24/20  
statutes 20/4  
STEVENS 1/12  
stone 29/9  
stop 31/2  
storage 18/2, 24/2  
store 17/10, 18/3, 18/11, 18/17, 18/22  
stored 17/19  
stories 15/9  
storing 18/8  
storm 8/3  
story 8/14, 15/10  
STREET 1/5, 3/5, 10/16, 16/14, 16/18  
stress 29/6  
structural 13/5  
structurally 14/12  
structure 7/12, 7/19, 9/3, 10/17, 12/9, 16/8, 18/4,  
18/18, 18/21, 21/4, 23/13, 27/2, 28/23  
structures 28/2, 28/8  
Subaru 17/15, 17/16  
submitted 11/25, 12/4, 12/20  
sufficient 26/17, 27/14  
suggestion 29/19, 30/9  
superimposing 26/2  
survey 20/2  
swaying 11/20, 11/22  
swear 3/15, 16/25  
sworn 3/23

T

talk 13/5  
talked 14/3  
talking 27/11  
tall 6/11, 15/19  
taller 4/25, 15/4, 15/6  
target 28/20  
ten 26/16, 27/13  
testified 10/24  
testify 3/16, 16/25

TESTIMONY 3/24, 11/13, 11/16, 26/5, 27/9  
Thank 3/19, 8/6, 19/4, 21/23, 31/13, 31/15  
Thanks 14/21, 21/19  
They've 22/9  
three 15/22, 24/9  
Thunderbird 17/15, 17/17  
time 14/22, 17/12, 23/24, 29/23, 31/16  
top 5/24, 29/9  
totaled 16/17  
tractor 10/11  
trailer 10/11  
transcript 31/11  
trash 27/16  
trellises 13/7  
trucks 27/16  
turn 3/5  
turning 23/14  
twenty-three 20/21  
two 8/13, 8/25, 14/8, 15/9, 17/14, 20/11, 28/13,  
30/15  
type 13/7, 19/14, 29/3

U

unmuted 3/12  
unstable 12/9  
utilities 23/21  
utilizing 27/17

V

variance 23/6  
vehicle 10/20, 10/21, 17/16  
vehicles 8/24, 9/5, 10/18, 10/19, 16/5, 16/9,  
17/10, 17/12, 18/3, 18/11, 18/17, 18/22, 20/24, 27/15  
vote 4/22

W

WANDA 1/21, 2/5, 3/9, 3/22, 4/3, 4/15, 5/15,  
6/17, 8/7, 13/16, 14/21, 16/24  
water 8/3, 23/19  
WEDNESDAY 1/7  
weeks 30/16  
WEIERMAN 1/11, 3/2, 14/17, 19/6, 21/19,  
21/24, 22/9, 23/3, 23/18, 23/25, 24/6, 24/11, 24/14,  
24/19, 25/20, 26/12, 26/14, 27/11, 27/20, 27/24,  
28/12, 28/25, 29/8, 29/12, 29/22, 30/3, 31/5, 31/13  
welfare 23/10  
West 3/4  
wind 11/20, 11/21  
windows 13/21  
wise 28/6  
Witness 2/4, 14/15, 17/5  
witness's 27/8  
wood 29/6  
Work 2/16, 5/23, 6/4, 25/17  
written 5/25  
wrong 22/14

X

X 2/2, 2/8

Y

yard 27/10  
yards 20/10

Z

ZHB 7/3, 7/6, 7/9  
zoning 4/6, 4/7, 5/2, 11/4, 11/25, 22/15, 22/17,  
22/24, 23/7, 27/5  
zoom 1/9



HATFIELD BOROUGH COUNCIL  
REGULAR MEETING  
December 16, 2020

MINUTES

THIS MEETING WAS HELD ON ZOOM WITH THE PUBLIC  
AVAILABLE BY ZOOM AUDIO

CALL TO ORDER AND ROLL CALL:

- (X) John H. Weierman, President
- ( ) John Kroesser, Vice President
- (X) Salvatore DiLisio Jr.
- (X) Jason Ferguson
- (X) Lawrence G. Stevens
  
- (X) Mayor, Robert L. Kaler III

The record shows that four members of Council were present at roll call, as well as, Mayor Robert L. Kaler, III, Solicitor Catherine M. Harper; Timoney Knox LLP, Borough Manager Michael J. DeFinis, and Assistant Manager Jaime E. Snyder

1. APPROVAL OF MEETING AGENDA:

Motion: A motion was made by Councilmember DiLisio to Approve the Regular Meeting Agenda of December 16, 2020. The motion was seconded by Councilmember Ferguson and unanimously approved with a vote of 4-0.

2. APPROVAL OF THE MINUTES:

Motion to Approve the Minutes of the November 4, 2020 Workshop & November 18, 2020 Regular Meetings

Motion: A motion was made by Councilmember Ferguson to Approve the Minutes of the November 4, 2020 Workshop & November 18, 2020 Regular Meetings. The motion was seconded by Councilmember DiLisio and unanimously approved with a vote of 4-0.

3. PUBLIC INPUT: President Weierman asked if there was any Public Input. The Public was allowed to comment from Zoom audio during this time. No Public Comment. No Media Present.

4. ANNOUNCEMENTS: Manager DeFinis made the following announcements:

- Borough Office Closed from Noon until 1:00PM December 17<sup>th</sup> for Staff Holiday Social Distancing Luncheon. (cancelled office opening at 12noon)
- Borough Office Closed December 24<sup>th</sup> & 25<sup>th</sup> in Observance of the Christmas Holiday
- Borough Office Closed December 31<sup>st</sup> & January 1<sup>st</sup> in Observance of the New Year Holiday
- Next Borough Council Meetings are January 6<sup>th</sup> Workshop Meeting & January 20<sup>th</sup> Regular Meeting both at 7:30PM via ZOOM Registration Required

5. CONDITIONAL USE HEARING 40 W. BROAD STREET CONTINUED: (Notes of testimony are attached)

6. STANDING REPORTS FROM COMMITTEE CHAIRS AND MAYOR:

Manager DeFinis explained the electric outage that occurred during the install on a reclosure for the BTM Generation Project. Manager DeFinis added that Carr & Duff have taken full responsibility for the outage and a meeting is set up for a debriefing.

Manager DeFinis also informed Council and Mayor Kaler of the Snow Emergency declared by Chief Tierney.

7. OLD BUSINESS / DISCUSSION ITEMS:

A. ADA Curb & Ramp Bid Advertisement

President Weierman went over the time frame for 2021 and Manager DeFinis stated that this is the bid advertisement for the ADA ramps and we are looking at holding the bid opening on January 21, 2021.

8. NEW BUSINESS:

A. Resolution 2020-30 2020 Citizen of the Year

President Weierman stated this is the Resolution Honoring the Hatfield Chamber of Commerce as the 2020 Citizen of the Year.

B. Resolution 2020-31 Verizon Cable Franchise Renewal Agreement

President Weierman stated that this is this is the Resolution for the Verizon Agreement.

Solicitor Harper highlighted the agreement for Council and mentioned to be cautious that in the future Verizon may be looking to back charge any free services provided at listed locations in the Borough and there are seven in this agreement.

It was noted that in the agreement 56 E. Board Street is listed, as this was the old Fire House, but no longer is. Solicitor Harper will contact Cohen Law Group and have this removed from the executed document.

#### C. Resolution Teamsters Agreement

Manager DeFinis stated the Borough is waiting for the full contract but we have a tentative agreement in place. Manager DeFinis added that the Borough expects to get this agreement back in January and place it on for approval but the changes will be retroactive to January 1, 2021.

#### D. 315 West Vine Street Escrow Release No. 1 Final

Manager DeFinis stated that Bursich has approved this release and Solicitor Harper has the stormwater agreement.

#### E. ZHB Appointment

President Weierman stated, Jim Rudolph is interested in reappointment and that this is an action item this evening.

#### F. HERC Appointment

President Weierman stated that there are two new appointees and one renewal for the board and this is an action item this evening.

### 9. ACTION ITEMS: (the public was taken off mute for any comments)

#### A. Motion to Consider Resolution 2020-30 Honoring the 2020 Borough of Hatfield Citizen of the Year

Motion: A motion was made by Councilmember DiLisio Approve Resolution 2020-30 Honoring the 2020 Borough of Hatfield Citizen of the Year. The motion was seconded by Councilmember Ferguson.



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

The motion was approved unanimously with a vote of 4-0.

**B. Motion to Consider Resolution 2020-31 Verizon Cable Franchise Renewal Agreement**

Motion: A motion was made by Councilmember Stevens Approve Resolution 2020-31 Verizon Cable Franchise Renewal Agreement. The motion was seconded by Councilmember Ferguson.

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

The motion was approved unanimously with a vote of 4-0.

**C. Motion to Consider Escrow Release No. 1 / Final for 315 West Vine Street Raymond Lucier Project**

Motion: A motion was made by Councilmember Ferguson Approve Escrow Release No. 1 / Final for 315 West Vine Street Raymond Lucier Project. The motion was seconded by Councilmember Stevens.

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

The motion was approved unanimously with a vote of 4-0.

**D. Motion to Consider Appointing Jim Rudolph to the Zoning Hearing Board for a Four-Year Term to End December 31, 2024**

Motion: A motion was made by Councilmember DiLisio Approve Appointing Jim Rudolph to the Zoning Hearing Board for a Four-Year Term to End

December 31, 2024. The motion was seconded by Councilmember Stevens.

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

The motion was approved unanimously with a vote of 4-0.

E. Motion to Consider Appointing Lawrence G. Stevens, Melissa Rosenberger, and Sade Sparks to HERC (Hatfield Economic Revitalization Committee) for a Four-Year Term to End December 31, 2024

Motion: A motion was made by Councilmember DiLisio Approve Appointing Lawrence G. Stevens, Melissa Rosenberger, and Sade Sparks to HERC (Hatfield Economic Revitalization Committee) for a Four-Year Term to End December 31, 2024. The motion was seconded by Councilmember Ferguson.

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

The motion was approved unanimously with a vote of 4-0.

F. Motion to Consider Advertising the 2021 ADA Curb Ramp Replacement Project for the Borough of Hatfield

Motion: A motion was made by Councilmember Stevens Approve Advertising the 2021 ADA Curb Ramp Replacement Project for the Borough of Hatfield. The motion was seconded by Councilmember Ferguson.

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

The motion was approved unanimously with a vote of 4-0.

G. Motion to Consider Resolution 2020-32 Granting a Conditional Use for a Garage Structure Located at 40 W. Broad Street, Hatfield (acted upon during the Conditional Use Hearing)

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

President Weierman and Manager DeFinis reviewed and answered questions regarding the bill list.

Motion: A motion was made by Councilmember Ferguson to approve payment of the bills. The motion was Councilmember Stevens.

President Weierman asked if there were any comments or questions.

President Weierman stated that the new grit on the Liberty Bell Trail looks great! President Weierman also asked about the new light at the Municipal Complex and Manager DeFinis stated that it would come from the ESSA Account.

The motion was approved unanimously with a vote of 4-0.

#### 11. BSA Pack 510 Meeting Q&A

Jason Tulia, Yeniel Arzuaga, Crystal Tulia (leader), and Lisa Boyer (leader) were present on Zoom to ask Council and Mayor Kaler Questions for a badge requirement.

Jason Tulia: How can I be a good citizen in the community?

President Weierman stated that Hatfield Borough is a small community and we need many volunteers for bords and events so anyway you or your family could volunteer to help would be a great benefit to the Borough Community.

Lisa Boyer: What is the leadership in the Borough?

President Weierman stated that there are five elected officials on Borough Council who serve four-year terms as well as the Mayor and Tax Collector. These elected officials set policies for the Borough. President Weierman added that there are many appointed board seats as well as office staff that also help with the function of the Borough.

Jason Tulia: What is the most important responsibility?

President Weierman stated that administering to the health, safety and welfare of all citizens and business owners of the Borough.

Jason Tulia: What background or education prepared you for this job?

President Weierman stated it was a knock on the door for him and being a long time resident. Councilmember Stevens added having love for the community.

Jason Tulia: What is the biggest challenge facing our community?

Manager DeFinis stated that there are many challenges from an administration such as setting policies, budget, finance everything that has to be done in the Borough to make sure we are on top of the financial commitment. Manager DeFinis also added that keeping in mind always about the health, safety, and welfare of all in the Borough.

Jason Tulia: What energy types are used on our community?

Manager DeFinis explained how the Borough purchases Electric several ways.

The BSA members thanks Borough Council for their time this evening.

## 12. MOTION TO ADJOURN:

Motion: A motion was made by Councilmember DiLisio to adjourn the Regular Meeting December 16, 2020. The motion was seconded by Councilmember Ferguson and unanimously approved with a vote of 4-0. The meeting was adjourned at 8:38PM.

Respectfully Submitted,  
Jaime E. Snyder  
Assistant Manager

HATFIELD BOROUGH

COUNCIL MEETING

- - -

IN RE: PUBLIC HEARING ORDINANCE NO. 538

- - -

WEDNESDAY, DECEMBER 2, 2020

- - -

Hearing held in the above-captioned matter via zoom at 9:01 p.m., there being present:

JOHN WEIERMAN, PRESIDENT  
SALVATORE DILISIO, JR., MEMBER  
JASON FERGUSON, MEMBER  
LAWRENCE G. STEVENS, MEMBER

- - -

ROBERT L. KALER, III, MAYOR

MICHAEL J. DEFINIS, BOROUGH MANAGER

JAIME E. SNYDER, ASSISTANT MANAGER,  
ASSISTANT SECRETARY, HUMAN RESOURCE  
MANAGER

CATHERINE M. HARPER, ESQUIRE, SOLICITOR

- - -

BURSNER AND ASSOCIATES COURT REPORTING  
P.O. BOX 1099  
Norristown, PA 19404  
610-279-2711 (c)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I N D E X

- - -

E X H I B I T S

HATFIELD BOROUGH'S

Number

Marked

B-1	Ordinance	4
B-2	Proof of Publication	4

- - -

## 1 PUBLIC HEARING ORDINANCE NO. 538

2 THE COURT: Number six on our agenda  
3 is also a scheduled public hearing for  
4 Ordinance 538, dealing with the real estate  
5 tax. And we'll go ahead and call that  
6 hearing open.

7 MS. HARPER: I did ask the court  
8 reporter to stick around since, as long as  
9 she was here anyway, we should have her do  
10 the hearing on Ordinance 538.

11 And I'll ask Jaime to show proof of  
12 publication, Jaime. Do you have that? Why  
13 don't we mark the Ordinance, Borough-1 and  
14 the Proof of Publication, Borough-2.

15 - - -

16 (Ordinance marked as Borough Exhibit  
17 B-1 for identification.)

18 - - -

19 (Proof of Publication marked as  
20 Borough Exhibit B-2 for identification.)

21 - - -

22 THE COURT: At this time I guess  
23 we'll start with any public comments.

24 Jaime, anyone that you see wishing  
25 to address comments during this hearing?

PUBLIC HEARING ORDINANCE NO. 538

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**MS. SNYDER:** I do not see any public in attendance with their hand raised at this time.

**THE COURT:** Okay. Borough Council, questions?

- - -

(No response.)

- - -

**THE COURT:** I'd like to point out that this ordinance is suggesting a quarter of one mill increase from existing 1.75 real estate tax to 2 mills. And then in addition to that, there is a quarter mill tax for the fire department, making a total of 2.25 mills. That one-quarter mill would raise an estimated \$34,000 in additional revenue to the general fund, based on Borough assessment from the County of approximately \$136,000,000.

No other comments or questions?

- - -

(No response.)

- - -

**MR. STEVENS:** Move the hearing be



## PUBLIC HEARING ORDINANCE NO. 538

1  
2 closed.

3 **THE COURT:** Do we have a second for  
4 closing?

5 **MR. DILISIO:** Second.

6 **THE COURT:** Mr. Dilisio, thank you.  
7 At this time we can close the hearing.

8 (At 9:05 p.m., the proceedings were  
9 concluded.)

10

11

- - -

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T I O N

I hereby certify that the  
proceedings and evidence are contained fully  
and accurately in the notes taken by me in  
the above cause and that this is a correct  
transcript of the same.

JOAN HILL MORK  
Official Court Reporter

\$	F	RE 1/6 reporter 3/8 REPORTING 1/24 RESOURCE 1/18 response 4/8, 4/23 revenue 4/17 ROBERT 1/16
\$136,000,000 4/20 \$34,000 4/17	FERGUSON 1/13 fire 4/15 fund 4/18	
1	G	S
1.75 4/12 1099 1/24 19404 1/25	guess 3/22	SALVATORE 1/13 scheduled 3/3 second 5/3, 5/5 SECRETARY 1/18 show 3/11 six 3/2 SNYDER 1/18 SOLICITOR 1/20 start 3/23 STEVENS 1/14 stick 3/8
2	H	
2 1/8, 4/13 2,25 4/15 2020 1/8	hand 4/3 HARPER 1/20 HATFIELD 1/3, 2/6 held 1/10 HUMAN 1/18	
4	I	
4 2/8, 2/9	identification 3/17, 3/20 III 1/16 increase 4/12	
5	J	T
538 1/6, 3/1, 3/4, 3/10, 4/1, 5/1		tax 3/5, 4/13, 4/14 thank 5/6 time 3/22, 4/4, 5/7
6	JAIME 1/18, 3/11, 3/12, 3/24 JASON 1/13 JOHN 1/12	
610-279-2711 1/25		W
9	K	WEDNESDAY 1/8 WEIERMAN 1/12 wishing 3/24
9:01 1/10 9:05 5/8	KALER 1/16	
A	L	X
above-captioned 1/10 address 3/25 agenda 3/2 assessment 4/18 ASSISTANT 1/18 ASSOCIATES 1/24 attendance 4/3	LAWRENCE 1/14	X 2/2, 2/5
B	M	Z
B-1 2/8, 3/17 B-2 2/9, 3/20 based 4/18 BOROUGH 1/3, 1/17, 3/16, 3/20, 4/5, 4/18 BOROUGH'S 2/6 Borough-1 3/13 Borough-2 3/14 BOX 1/24 BURSNER 1/24	MANAGER 1/17, 1/18, 1/19 mark 3/13 Marked 2/7, 3/16, 3/19 matter 1/10 MAYOR 1/16 MEETING 1/4 MEMBER 1/13, 1/14 MICHAEL 1/17 mill 4/12, 4/14, 4/16 mills 4/13, 4/16 Move 4/25 MR. DILISIO 5/5, 5/6 MR. STEVENS 4/25 MS. HARPER 3/7 MS. SNYDER 4/2	zoom 1/10
C	N	
call 3/5 CATHERINE 1/20 close 5/7 closed 5/2 closing 5/4 comments 3/23, 3/25, 4/21 concluded 5/9 COUNCIL 1/4, 4/5 County 4/19 COURT 1/24, 3/2, 3/7, 3/22, 4/5, 4/10, 5/3, 5/6	Norristown 1/25 Number 2/7, 3/2	
D	O	
dealing 3/4 DECEMBER 1/8 DEFINIS 1/17 department 4/15 DILISIO 1/13 during 3/25	one-quarter 4/16 open 3/6 ORDINANCE 1/6, 2/8, 3/1, 3/4, 3/10, 3/13, 3/16, 4/1, 4/11, 5/1	
E	P	
ESQUIRE 1/20 estate 3/4, 4/13 estimated 4/17 Exhibit 3/16, 3/20 existing 4/12	p.m 1/10, 5/8 P.O 1/24 PA 1/25 point 4/10 PRESIDENT 1/12 proceedings 5/8 Proof 2/9, 3/11, 3/14, 3/19 PUBLIC 1/6, 3/1, 3/3, 3/23, 4/1, 4/2, 5/1 Publication 2/9, 3/12, 3/14, 3/19	
	Q	
	quarter 4/11, 4/14 questions 4/6, 4/21	
	R	
	raise 4/16 raised 4/3	

HATFIELD BOROUGH  
COUNCIL MEETING

- - -

IN RE: CONDITIONAL USE HEARING, 40 W. BROAD STREET

- - -

WEDNESDAY, DECEMBER 16, 2020

- - -

Hearing held in the above-captioned matter via zoom at 7:30 p.m., there being present:

JOHN WEIERMAN, PRESIDENT  
SALVATORE DILISIO, JR., MEMBER  
JASON FERGUSON, MEMBER  
LAWRENCE G. STEVENS, MEMBER

- - -

ROBERT L. KALER, III, MAYOR

MICHAEL J. DEFINIS, BOROUGH MANAGER

JAIME E. SNYDER, ASSISTANT MANAGER,  
ASSISTANT SECRETARY, HUMAN RESOURCE  
MANAGER

CATHERINE M. HARPER, ESQUIRE, SOLICITOR

- - -

ALSO PRESENT:

WANDA McCONNELL, APPLICANT

- - -

BURSNER AND ASSOCIATES COURT REPORTING  
P.O. BOX 1099  
Norristown, PA 19404  
610-279-2711 (c)

BURSNER & ASSOCIATES COURT REPORTING (610) 279-2711

I N D E XE X H I B I T S

- - -

APPLICANT'SNumberMarked

A-4	Google Earth picture (old garage vs. new garage)	3
-----	---	---

- - -

## 1                   McCONNELL CONDITIONAL USE

2                   **PRESIDENT WEIERMAN:** Item five, we  
3                   have a continuation of the conditional use  
4                   hearing that was held at the last meeting  
5                   this month. So at this time I'd like to call  
6                   that meeting back to order. And the court  
7                   reporter is ready to go.

8                   And Kate, do you want to kick us  
9                   off, please?

10                  **MS. HARPER:** Sure. First let me  
11                  ask, Joan, this is the hearing you're  
12                  transcribing for us. We have an exhibit  
13                  which is now showing on the screen from the  
14                  applicant. So we have that exhibit and  
15                  Borough Council can see it. That is the  
16                  Google Earth shot that was shown during the  
17                  last hearing.

18                  We now have that available and it  
19                  shows Ms. McConnell's property and where she  
20                  intends to replace the old garage -- which  
21                  has been demolished -- with the new garage.

22                                   - - -

23                                   (Google Earth picture marked as  
24                                   Applicant's Exhibit A-4 for identification.)

25                                   - - -

1                   McCONNELL CONDITIONAL USE

2                   **MS. HARPER:** Ms. McConnell, did you  
3                   have anything else you wanted to explain to  
4                   Borough Council before they make a decision  
5                   on your application?

6                   **MS. McCONNELL:** I don't think so. I  
7                   think we pretty much covered it the last  
8                   meeting.

9                   **MS. HARPER:** Does Borough Council  
10                  have any questions of the applicant?

11                  **PRESIDENT WEIERMAN:** No.

12                  **MR. DILISIO:** No.

13                  **MR. STEVENS:** No.

14                  **MR. FERGUSON:** No.

15                  **MS. HARPER:** Okay. Then  
16                  Mr. President, I think we can close the  
17                  hearing and you actually have 45 days to make  
18                  a decision. But the agenda does show action  
19                  on this tonight and I put a draft decision in  
20                  your packets.

21                  So I think the first thing we should  
22                  do is close the hearing and then see if  
23                  Borough Council wants to take action on the  
24                  resolution.

25                  **PRESIDENT WEIERMAN:** Prior to

1                   McCONNELL CONDITIONAL USE

2                   closing, I just want to confirm that the new  
3                   building height is 18 feet.

4                   Is that correct?

5                   **MS. McCONNELL:** That is correct.

6                   Yes.

7                   **PRESIDENT WEIERMAN:** Okay. Thank  
8                   you.

9                   Then no other questions. I'll go  
10                  ahead and deem that the hearing has been  
11                  closed.

12                  So as the Solicitor indicated, on  
13                  the screen, and we also received a copy in  
14                  the updated package of the resolution,  
15                  calling for a new building of 1,224 square  
16                  feet, garage with an 18 foot height, where at  
17                  the present time the zoning district allows  
18                  700 square feet with a 15 feet maximum  
19                  height.

20                  So they are the primary two issues.  
21                  And as we heard previously, it is a  
22                  replacement of what was demolished.

23                  In reading the resolution and I know  
24                  it indicates, pursuant to somewhere here, the  
25                  testimony established, can we assume that



## 1                   McCONNELL CONDITIONAL USE

2                   that includes the fact that it's only going  
3                   to be used for their personal use and not in  
4                   any business form? I didn't specifically see  
5                   that mentioned.

6                   **MS. HARPER:** Yes. Let me answer  
7                   that. Borough Council is deciding that this  
8                   is a residential use. The applicant did  
9                   testify that these are her own cars. And so  
10                  if she's keeping her own cars in a garage, I  
11                  think Borough Council can conclude that  
12                  that's a residential use.

13                 Another safeguard is that we will  
14                 have the transcript of this hearing at the  
15                 Borough office, so that if some later owner  
16                 decides to use the garage differently, the  
17                 record will be clear that Borough Council  
18                 granted it as a residential accessory  
19                 building for the storage of personal  
20                 automobiles.

21                 **PRESIDENT WEIERMAN:** Okay. Thank  
22                 you.

23                 Anyone else have anything regarding  
24                 the resolution?

25                 **MR. STEVENS:** I move to adopt the

1                   McCONNELL CONDITIONAL USE  
2                   resolution approving the application.

3                   **PRESIDENT WEIERMAN:** Motion by  
4                   Councilor Stevens. Do we hear a second?

5                   **MR. FERGUSON:** I'll second it.

6                   **PRESIDENT WEIERMAN:** So we have a  
7                   motion by Councilor Stevens, seconded by  
8                   Councilor Ferguson, for approval of  
9                   Resolution 2020-32.

10                   Any other questions at this time?

11                   - - -

12                   (No response.)

13                   - - -

14                   **PRESIDENT WEIERMAN:** Hearing none,  
15                   all those in favor say "Aye."

16                   **MR. DILISIO:** Aye.

17                   **MR. STEVENS:** Aye.

18                   **MR. FERGUSON:** Aye.

19                   **PRESIDENT WEIERMAN:** Any opposed?

20                   - - -

21                   (No response.)

22                   - - -

23                   **PRESIDENT WEIERMAN:** Hearing none,  
24                   the resolution has been approved.

25                   Thank you. And that will conclude

McCONNELL CONDITIONAL USE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

this item.

(At 7:47 p.m., the hearing was  
concluded.)

- - -

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T I O N

I hereby certify that the proceedings and evidence are contained fully and accurately in the notes taken by me in the above cause and that this is a correct transcript of the same.

JOAN HILL MORK  
Official Court Reporter

1	D	Mr. President 4/16 MR. STEVENS 4/13, 6/25, 7/17 MS. HARPER 3/10, 4/2, 4/9, 4/15, 6/6 Ms. McConnell 4/2, 4/6, 5/5 Ms. McConnell's 3/19
1,224 5/15 1099 1/24 15 5/18 16 1/7 18 5/3, 5/16 19404 1/25	days 4/17 DECEMBER 1/7 decides 6/16 deciding 6/7 decision 4/4, 4/18, 4/19 DEFINIS 1/15 demolished 3/21, 5/22 DILISIO 1/11 district 5/17 draft 4/19 during 3/16	N
2		new 2/8, 3/21, 5/2, 5/15 Norristown 1/25 Number 2/7
2020 1/7 2020-32 7/9		O
3	E	office 6/15 old 2/8, 3/20 opposed 7/19 order 3/6 owner 6/15
3 2/8	Earth 2/8, 3/16, 3/23 ESQUIRE 1/18 established 5/25 evidence 9/7 exhibit 3/12, 3/14, 3/24	P
4		
40 1/5 45 4/17		
6	F	p.m 1/9, 8/3 P.O 1/24 PA 1/25 package 5/14 packets 4/20 personal 6/3, 6/19 picture 2/8, 3/23 PRESIDENT 1/11, 3/2, 4/11, 4/25, 5/7, 6/21, 7/3, 7/6, 7/14, 7/19, 7/23 pretty 4/7 primary 5/20 proceedings 9/7 property 3/19 put 4/19
610-279-2711 1/25	fact 6/2 favor 7/15 feet 5/3, 5/16, 5/18 FERGUSON 1/12, 7/8 five 3/2 foot 5/16 form 6/4	
7		
700 5/18 7:30 1/9 7:47 8/3	G	
A	garage 2/8, 3/20, 3/21, 5/16, 6/10, 6/16 Google 2/8, 3/16, 3/23 granted 6/18	Q
A-4 2/8, 3/24 above-captioned 1/9 accessory 6/18 action 4/18, 4/23 adopt 6/25 agenda 4/18 allows 5/17 answer 6/6 APPLICANT 1/21, 3/14, 4/10, 6/8 APPLICANT'S 2/6, 3/24 application 4/5, 7/2 approval 7/8 approved 7/24 approving 7/2 ASSISTANT 1/16, 1/17 ASSOCIATES 1/24 automobiles 6/20 available 3/18 Aye 7/15, 7/16, 7/17, 7/18	H	questions 4/10, 5/9, 7/10
B	HARPER 1/18 HATFIELD 1/2 height 5/3, 5/16, 5/19 held 1/9, 3/4 HUMAN 1/17	R
BOROUGH 1/2, 1/15, 3/15, 4/4, 4/9, 4/23, 6/7, 6/11, 6/15, 6/17 BOX 1/24 BROAD 1/5 building 5/3, 5/15, 6/19 BURSNER 1/24 business 6/4	I	RE 1/5 reading 5/23 received 5/13 record 6/17 replace 3/20 replacement 5/22 reporter 3/7 REPORTING 1/24 residential 6/8, 6/12, 6/18 resolution 4/24, 5/14, 5/23, 6/24, 7/2, 7/9, 7/24 RESOURCE 1/17 response 7/12, 7/21 ROBERT 1/14
C	identification 3/24 III 1/14 indicated 5/12 indicates 5/24 issues 5/20 Item 3/2, 8/2	S
call 3/5 cars 6/9, 6/10 CATHERINE 1/18 certify 9/6 clear 6/17 close 4/16, 4/22 closed 5/11 closing 5/2 conclude 6/11, 7/25 concluded 8/4 CONDITIONAL 1/5, 3/1, 3/3, 4/1, 5/1, 6/1, 7/1, 8/1 confirm 5/2 contained 9/7 continuation 3/3 copy 5/13 correct 5/4, 5/5 COUNCIL 1/3, 3/15, 4/4, 4/9, 4/23, 6/7, 6/11, 6/17 Councilor 7/4, 7/7, 7/8 COURT 1/24, 3/6 covered 4/7	J	safeguard 6/13 SALVATORE 1/11 screen 3/13, 5/13 second 7/4, 7/5 seconded 7/7 SECRETARY 1/17 shot 3/16 show 4/18 shows 3/19 SNYDER 1/16 SOLICITOR 1/18, 5/12 square 5/15, 5/18 STEVENS 1/12, 7/4, 7/7 storage 6/19 STREET 1/5
JAIME 1/16 JASON 1/12 Joan 3/11 JOHN 1/11	K	
KALER 1/14 Kate 3/8 kick 3/8	L	
later 6/15 LAWRENCE 1/12	M	T
MANAGER 1/15, 1/16, 1/17 Marked 2/7, 3/23 matter 1/9 maximum 5/18 MAYOR 1/14 McCONNELL 1/21, 3/1, 4/1, 5/1, 6/1, 7/1, 8/1 MEETING 1/3, 3/4, 3/6, 4/8 MEMBER 1/11, 1/12 mentioned 6/5 MICHAEL 1/15 month 3/5 Motion 7/3, 7/7 move 6/25 MR. DILISIO 4/12, 7/16 MR. FERGUSON 4/14, 7/5, 7/18		testify 6/9 testimony 5/25 Thank 5/7, 6/21, 7/25 time 3/5, 5/17, 7/10 transcribing 3/12 transcript 6/14 two 5/20
updated 5/14		U

W

WANDA 1/21  
WEDNESDAY 1/7  
WEIERMAN 1/11, 3/2, 4/11, 4/25, 5/7, 6/21,  
7/3, 7/6, 7/14, 7/19, 7/23

X

X 2/2, 2/4

Z

zoning 5/17  
zoom 1/9

### 3. PUBLIC INPUT:

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

#### 4. ANNOUNCEMENTS:

- ZHB is Scheduled for January 21<sup>st</sup> @ 7:00PM via ZOOM Registration Required
- HMHS is Scheduled to Meet Tuesday, January 26<sup>th</sup> @ 7:00PM via Facebook Live
- HERC is scheduled to Meet Wednesday, January 27<sup>th</sup> @ 8:00AM VIA ZOOM Registration Required
- Next Planning Commission Meeting is Scheduled for February 1, 2021 @ 7:00PM VIA ZOOM and in Person Registration Required
- Next Borough Council Meetings are the February 3<sup>rd</sup> Workshop Meeting & February 17<sup>th</sup> Regular Meeting both at 7:30PM via ZOOM Registration Required



5. OLD BUSINESS / DISCUSSION ITEMS:  
A. Borough of Hatfield 2021 ZOOM Policy

# HATFIELD BOROUGH ZOOM MEETINGS POLICIES & PROCEDURES

1. ALL COUNCIL MEMBERS, MAYOR, STAFF, SOLICITOR, AND ENGINEER WILL HAVE ACCESS TO ALL MEETINGS THROUGH ZOOM AUDIO AND VIDEO WITH AUDIO AND VIDEO CAPABILITY.
2. ALL CONSULTANTS INCLUDING ANYONE SPECIALLY LISTED TO PRESENT DURING A MEETING WILL HAVE ACCESS TO ALL MEETINGS THROUGH ZOOM AUDIO AND VIDEO WITH AUDIO AND VIDEO CAPABILITY.
3. ALL PUBLIC WISHING TO ATTEND A MEETING THROUGH ZOOM AUDIO AND VIDEO MUST PRE-REGISTER BY 4:30PM THE DAY OF THE SCHEDULED MEETING. REGISTRATION INFORMATION WILL BE POSTED TO THE BOROUGH WEBSITE AND SOCIAL MEDIA OUTLETS THE FRIDAY PRIOR TO THE MEETING UNLESS STAFFING IS UNAVAILABLE OR PACKET DISTRIBUTION IS DELAYED.
4. ALL PUBLIC WISHING TO ATTEND ZOOM MEETINGS WILL HAVE ACCESS TO ALL MEETINGS THROUGH ZOOM AUDIO AND VIDEO WITH AUDIO CAPABILITY ONLY. PUBLIC COMMENT WILL BE ALLOWED AND MICROPHONES ENABLED AT APPROPRIATE POINTS IN THE AGENDA.
5. ALL PUBLIC MEETINGS WILL BE WAITING ROOM ENABLED.
6. ALL PUBLIC MEETINGS WILL BE RECORDED THROUGH ZOOM AND POSTED TO THE BOROUGH WEBSITE WITHIN 72 HOURS UNLESS STAFFING IS UNAVAILABLE.
7. THE BOROUGH HAS THE RIGHT TO REMOVE AUDIO CAPABILITIES FROM ANY PARTICIPANT IF THEY ARE BEING DISRUPTIVE AFTER VERBAL WARNING.

**5. OLD BUSINESS / DISCUSSION ITEMS:**  
**B. Lincoln Avenue Bridge Replacement Project**  
**Bid Advertisement**

**A. ADVERTISEMENT**

Notice is hereby given that Hatfield Borough will accept sealed proposals for the Lincoln Avenue Bridge Replacement Project in Hatfield Borough, Montgomery County. Bids will be accepted electronically until 11:00 AM, February 25, 2021, via PennBid (<https://pennbid.procurement.com/home>) only.

Plans and specifications are available online at no charge via PennBid (<https://pennbid.procurement.com/home>). Click on the “Bids” button then navigate to “Hatfield Borough, Montgomery County” under “Number” and “Lincoln Avenue Bridge Replacement Project” under “Title.”

Questions must be submitted via PennBid by February 12, 2021 at 12:00 PM.

All proposals (bids) are to be accompanied by a bid bond or certified check in the amount of 10% of the total bid. The Borough reserves the right to waive any minor informalities, irregularities or defects in the bid; or to reject any or all of the bids. The successful Bidder must comply with Pennsylvania Prevailing Wage Act.

All Bidders are required to establish proof of competency and responsibility, in accordance with 67 PA Code Chapter 457, Regulations Governing Pre-qualification of Prospective Bidders and PennDOT Form 408/2020, as supplemented and amended, Section 102. Subcontractors must pre-qualify in the same manner, if listed in the proposal or if Bidder subsequently undertakes the partial or total construction of one or more items of work. All Bidders and Subcontractors must be PennDOT pre-qualified.

Borough Council  
Hatfield Borough

**5. OLD BUSINESS / DISCUSSION ITEMS:  
C. NEXtera Energy Public Power Summit  
Announcement**

# VIRTUAL NEM PUBLIC POWER SUMMIT

**NEW DATE: THURSDAY, FEBRUARY 11, 2021**

**For everyone's safety, we have made the decision to transition our annual Public Power Summit to a virtual event for 2021.**

There will be interesting discussions and industry education as well as fun activities.

We hope you will join us on February 11, 2021.

A more detailed agenda and a link to register will be shared soon.



**PLANNING HAS BEGUN FOR THE 2022 PUBLIC POWER SUMMIT  
WHICH WILL BE THE BEST EVENT YET!**



5. OLD BUSINESS / DISCUSSION ITEMS:  
D. APPA Legislative Rally FAQs



80 Years of Powering Strong Communities

## **2021 APPA Virtual Legislative Rally FAQs**

Due to the ongoing pandemic, APPA has decided to hold its annual Legislative Rally in a virtual format in 2021. The decision to hold the Rally virtually was made after careful consideration, which included surveying APPA members. The health and safety of APPA members and staff are of utmost importance. Member restrictions on travel, the uncertainty of local restrictions on the size of crowd gatherings, and whether or not congressional offices will be open to visitors were also important considerations in determining to hold the Rally virtually. In addition, the Mayflower Hotel has size restrictions on events, and it is unclear if those will change before March.

### **What is a virtual event?**

A virtual event simulates an in-person event, but involves people interacting online, rather than in a physical environment.

APPA is committed to delivering an engaging, accessible, and inclusive platform to convene the national public power community to connect, learn, and share knowledge and solutions. We are working quickly to develop an informative and engaging virtual experience, allowing participants to easily access important topics and sessions, and to connect with other participants for face-to-face conversations using video chats. Specifics regarding the new virtual experience will be shared in the coming weeks.

### **When will the virtual Rally take place?**

The virtual Rally will take place at the same time the in-person Rally was scheduled to take place, from March 1 and 2, 2021.

### **Why doesn't APPA just reschedule the Rally for later in the year?**

It is vitally important for APPA members to reach out to their congressional delegations early in the new year. This is especially important in 2021, when a new (117<sup>th</sup>) Congress starts in January. These conversations simply cannot wait until later in the year. Congress will move major policy proposals next year, including on infrastructure and climate change, and it's important your elected representatives hear from you on public power's policy priorities this winter.

### **Will there be a registration fee for the virtual Rally?**

No – there is no cost to attend the virtual Rally. However, you still must register to attend and registration is open only to APPA members. Registration information will be sent out in the coming months.



**Why should I attend the virtual Rally?**

Participating in the virtual Rally offers many of the same benefits as attending an in-person event, including setting APPA's policy priorities, opportunities to hear about important legislative and regulatory issues from APPA and congressional staff, as well as from special guest speakers. Most importantly, you will be a part of public power's virtual "fly-in" on Capitol Hill by setting up meetings with your congressional delegations.

APPA conducted a successful virtual fly-in with members of the Policy Makers Council (PMC) in July. PMC members reached out to their delegations by phone and email to set up meetings via video conference platforms or conference call lines. They were briefed by APPA staff via Zoom ahead of the meetings and were sent updated issue briefs to use, as well as key messages to use in their preparation for their meetings.

Additionally, APPA is aware of several state and regional associations that conducted successful virtual fly-ins in 2020. Other organizations are doing them as well.

**How am I supposed to meet with my congressional delegation?**

You can set up video meetings (Zoom, Teams, Skype, or other platforms) or use traditional conference calls with your delegations. Members and staff have been conducting most constituent business virtually since the onset of the COVID pandemic.

**How will voting take place at the Legislative & Resolutions Committee Meeting?**

APPA remains committed to the integrity of the voting process for the Legislative & Resolutions Committee (L&R) meeting.

Participants must designate themselves as their utility's Voting Delegate or Alternate Voter for the L&R Committee Meeting using [this form](#). In order to obtain an accurate voter list for the virtual voting platform, please designate a voter even if you have designated one for previous L&R Committee meetings.

The L&R committee meeting itself will be open for all virtual Rally participants to view – part of APPA's commitment to transparency. Voting will take place in a separate platform, just as it did for the Association Business Meeting during Public Power Connect in June. Before the event, we will send out information to all L&R Committee voting delegates about the platform and any login credentials they need so they are prepared to cast their votes during the meeting.

**What platform will the virtual Rally take place on?**

APPA will use Zoom for the event.



80 Years of Powering Strong Communities

Preliminary Schedule for Virtual Legislative Rally  
March 1-2, 2021

Monday, March 1

11:00 a.m.-1:00 p.m.	Advisory Committee Meeting
1:15-2:15 p.m.	PowerPAC Board of Directors Meeting
1:15-2:45 p.m.	Awards Committee Meeting
1:15-2:45 p.m.	Nominations Committee Meeting
2:30-4:30 p.m.	Policy Members Council Meeting
3:00-4:00 p.m.	Membership Committee Meeting
5:00-6:00 p.m.	Rally Networking Reception

Tuesday, March 2

11:00 a.m.-12:15 p.m.	Legislative Rally Welcome and Keynote Speaker
12:30-3:00 p.m.	Legislative & Resolutions Committee Meeting
3:15-5:15 p.m.	PMA Task Force Meeting
5:00-6:00 p.m.	PowerPAC Virtual Reception

5. OLD BUSINESS / DISCUSSION ITEMS:  
E. HVFC NO. 1 Year End 12-31-2019  
Financial Statements

**HATFIELD VOLUNTEER FIRE COMPANY NO. 1**

**FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2019**



**BAUM, SMITH & CLEMENS, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

Member of  
**CPA AMERICA**  
INTERNATIONAL  
Member of Crowe Horwath International.

Member of PCPS  
Private Companies Practice Section

**5. OLD BUSINESS / DISCUSSION ITEMS:  
F. Teamsters Local Union No. 830 Contract  
Review & Letter of Understanding with Wages**

# AGREEMENT

BETWEEN

**BOROUGH OF HATFIELD**  
MONTGOMERY COUNTY, PENNSYLVANIA

AND

**TEAMSTERS**  
**LOCAL UNION NO. 830**

Effective

January 1, 2021

To

Termination

December 31, 2026

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
ARTICLE 1:	Recognition	3
ARTICLE 2:	Management Rights	3
ARTICLE 3:	Non-Discrimination	4
ARTICLE 4:	No Strike/No Lockout	4
ARTICLE 5:	Protection of Rights	5
ARTICLE 6:	Check-Off Deductions	5
ARTICLE 7:	Maintenance of Membership	5
ARTICLE 8:	Maintenance of Standards	6
ARTICLE 9:	Changes and Amendments	6
ARTICLE 10:	Grievance Procedure	6
ARTICLE 11:	Shop Stewards	8
ARTICLE 12:	Lie Detector Test	9
ARTICLE 13:	Seniority	10
ARTICLE 14:	Discharge or Suspension	13
ARTICLE 15:	Separation of Employment	14
ARTICLE 16:	Hours and Overtime	15
ARTICLE 17:	Bereavement Leave	16
ARTICLE 18:	Sick Leave	16
ARTICLE 19:	Vacations	17
ARTICLE 20:	Holidays	19
ARTICLE 21:	Personal Days	20
ARTICLE 22:	Teamsters Local 830 Employees Retirement Savings Plan	21
ARTICLE 23:	Health and Welfare	23
ARTICLE 24:	Scholarship Fund	24
ARTICLE 25:	Borough of Hatfield Pension Fund	24
ARTICLE 26:	Jury Duty	25
ARTICLE 27:	Wages, Job Classifications and Certifications	25
ARTICLE 28:	Shoe Allowance/Uniform Compensation Policy	26
ARTICLE 29:	Term of Agreement	27
SCHEDULE " A ":	Wages	26

THIS AGREEMENT made and entered into this 1st day of January, 2021, by and between the **BOROUGH OF HATFIELD** (hereinafter referred to as the "Borough"), and **LOCAL UNION NO. 830**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers of America, (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Borough and the Union, pursuant to the Public Employee Relations Act (Act 195 of 1970), and is designated to maintain and promote a harmonious relationship between the Borough and the Union and such of its employees who are covered by this Agreement, in order that more efficient and progressive public service may be rendered.

## ARTICLE 1 RECOGNITION

The Borough recognizes the Union as the sole and exclusive collective bargaining representative for all public employees employed by the Borough, as defined in Section 301(2) of Act 195, July 23, 1970, P.L. 563.

## ARTICLE 2 MANAGEMENT RIGHTS

(A) The management of the Borough and the direction of the working force are exclusive functions of management. These functions shall include the right to hire, transfer, promote, demote and rehire employees; to suspend, discharge or otherwise discipline employees for proper cause; to lay off or recall employees as required by decreases in the level of Borough operations; to establish and enforce fair and equitable work rules affecting employees' conduct and safety; to make or change work assignments and to schedule work; to control and regulate the use of all equipment and property of the Borough; to study and introduce new or improved methods, facilities or procedures; and to impartially judge the skills, abilities and other qualifications of all employees.



(B) It is understood that all of the foregoing rights are subject to the terms and conditions of this Agreement, and to the extent inconsistent therewith, are null and void.

**ARTICLE 3**  
**NON-DISCRIMINATION**

(A) In accordance with applicable law, the Borough and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, pregnancy, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, pregnancy, or age.

(B) The Borough and the Union agree that there will be no discrimination by the Borough or the Union against the employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.

**ARTICLE 4**  
**NO STRIKE/NO LOCKOUT**

(A) During the term of this Agreement, the Union agrees on behalf of itself insofar as it is legally possible on behalf of its members that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.

(B) The Union covenants and agrees that neither the Union or any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough.

**ARTICLE 5**  
**PROTECTION OF RIGHTS**

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action nor shall such employee be permanently replaced in the event of an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Borough's place of business.

**ARTICLE 6**  
**CHECK-OFF DEDUCTIONS**

The Borough agrees to deduct bi-weekly from the pay of all employees covered by this Agreement, the dues, initiation fees, 'D.R.I.V.E.', Credit Union, long-term disability and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit monthly to the said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

**ARTICLE 7**  
**MAINTENANCE OF MEMBERSHIP**

(A) The deduction of Union membership dues from the wage of any employee who is, or becomes, a member of the Union, or who has authorized the deduction of dues shall continue for the duration of this Agreement, provided, however, that such employees may resign from membership in the Union and revoke his/her dues authorization by so notifying the Borough and the Union in writing during a period of fifteen (15) days prior to the expiration of this Agreement.

(B) In the event of any change in the law during the term of this Agreement, the Borough agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

(C) The present work force shall consist of the following: Maintenance employee, as defined in the job descriptions.

## ARTICLE 8 MAINTENANCE OF STANDARDS

The Borough agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

## ARTICLE 9 CHANGES AND AMENDMENTS

It is understood and agreed that any changes or amendments which would add to, alter or modify the terms of this Agreement will be reduced to writing and signed by both parties, providing an agreement has been reached.

## ARTICLE 10 GRIEVANCE PROCEDURE

(A) A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute. Any grievance arising between the Borough and the Union or an employee represented by the Union shall be settled in the following manner:

1. The aggrieved employee or employees must present the grievance to the Shop Steward within five (5) days after the reason for the grievance has occurred, except no time limit shall apply in case of a violation of wage provisions of this agreement. If a satisfactory settlement is not effected with the Borough Manager within three (3) working days, the Shop Steward and employee shall submit such grievance in writing to the Union's Business Representative, with a copy of such grievance filed with the Borough Manager.

2. The Business Representative shall then discuss said grievance with the Borough Manager. A decision by the Borough Manager must be made and returned to the business representative within five (5) days.

3. If the Borough fails to comply with any settlement of the grievance or fails to comply with the procedures of this Article, the Union has the right to take all legal and economic action to enforce its demands.

(B) Any Shop Steward shall be permitted to leave his/her work to investigate and adjust the grievance of any employee within his/her jurisdiction, after notification to the Borough Manager. Employees shall have the Shop Steward or a Representative of the Union present during the discussion of any grievance with representatives of the Borough.

(C) If no satisfactory settlement can be agreed upon, the Union has the right to take all legal and economic action to enforce its position or it may elect to arbitrate the dispute. If the union elects to arbitrate the dispute, the parties shall select a mutually agreeable and impartial Arbitrator within thirty (30) days after disagreement. The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

(D) The Arbitrator shall not have the authority to amend or modify this agreement or establish new terms or conditions under this

Agreement. The Arbitrator shall determine any question of arbitrability. In the event the position of the Union is sustained, the aggrieved party shall be entitled to all the benefits of this Agreement which would have accrued to him had there been no grievance.

(E) Both parties agree to accept the decision of the Arbitrator as final and binding. If either party fails to agree on an Arbitrator or fails to comply with the award of the Arbitrator or with the procedures of this Article, then the other party has a right to take all legal economic action to enforce compliance.

### ARTICLE 11 SHOP STEWARDS

(A) The Borough recognizes the right of the Union to designate a Shop Steward and an Alternate.

(B) The authority of the Shop Steward and the Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, as provided in one of the following manners:
  - (a) Such messages and information have been reduced to writing.

(b) If not reduced to writing, such messages and information are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Borough's business.

(C) The Shop Steward nor the Alternate have no authority to take strike action, or any other action interrupting the Borough's business, except as authorized by official action of the Union.

(D) The Borough recognizes these limitations upon the authority of the Shop Steward and the Alternate, and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations shall have the authority to impose discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

(E) The Steward shall be permitted to investigate, present and process grievances on or off the property of the Borough. There will be no loss of pay for time spent on Union business during working hours. It is the intention of both parties to handle grievances during normal scheduled working hours.

(F) The Shop Steward shall have super-seniority for lay off purposes only.

## **ARTICLE 12** **LIE DETECTOR TEST**

The Borough shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

**ARTICLE 13**  
**SENIORITY**

(A) The Borough shall establish and maintain a seniority list of employees; names and dates of employment from date of last hire on a departmental basis, with the employee with the longest length of continuous and uninterrupted Departmental service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Borough. Department entity shall prevail. In the event of a temporary absence or shortage of personnel, the Borough shall fill the same in the following manner:

1. The Borough shall select from the same department a man of higher classification with the least seniority available.
2. If no replacement is available in the higher classification, the Borough will fill the vacancy from the lesser classification with the highest seniority qualified person.
3. If no qualified employees are available within the given department, replacement will be sought from the other departments in the unit, from like classification first, and thereafter as outlined in Numbers 1 and 2 herein.

(B) Other than seasonal and part-time employees, new employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept with additions and subtractions as required.

(C) The first ninety (90) calendar days of employment for all new employees shall be considered a probationary period. During the aforementioned probationary period, the Borough may discharge such employee for any reason whatsoever. An employee discharged during his/her probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Borough shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

(D) In the event a seasonal or temporary employee is retained as a full-time employee, his/her seniority shall revert to the original date of hire and employee shall not be required to serve a second probationary period.

(E) If new jobs are created, or if vacancies occur in a higher rated position, the Borough shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the Borough he/she may institute a meeting with said Borough within three (3) days after the notification of the selection is made; however, the decision of the Borough is final and binding upon the parties. The procedure will be as follows:

1. The Borough agrees to post a notice of such new job or vacancy on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job, the rate and when the job will be available. Departmental employees interested, in order to be eligible, must sign the notice.
2. If a bidder is a successful applicant, he will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the three (3) working days required as stated in the above paragraph.



3. Any employee so selected to fill such job shall be granted a trial period of up to ninety (90) calendar days. If it shall be determined by the Borough at any time after the first ten (10) calendar days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his/her former position or a position equivalent thereto. The employee shall receive the rate for the job as of the day he begins his/her trial period. If removed from the position during or at the end of the trial period, he shall receive the rate of the position to which he is assigned.

(F) The Borough agrees that it will not hire any new employees unless all of the regular full-time employees are working the scheduled hours noted in the working force.

(G) In the reduction or restoration of the working force, the rule to be followed shall be the length of service seniority with the Borough; however, no employee assigned to and performing the duties of a classification which is above that of Maintenance Employee, shall be laid off unless an employee who is retained is qualified to perform the duties of that classification. The employee with the least seniority shall be laid off first and in rehiring the reverse principle shall apply; namely, the last employee laid off shall be the first to be rehired.

(H) Notice of any impending lay off shall be placed upon the bulletin board seventy-two (72) hours prior to the layoff.

(I) In the event that any Borough operation is sold or merged then the Borough will recommend to the purchaser or agency, that affected Borough employees be employed by the new agency; provided the continuance of the employee's services to the Borough cannot be justified by the Borough.

(J) An employee's seniority shall cease under the following conditions;

1. Resignation or termination of employment for cause.
2. Failure to report for work no later than the regular shift beginning on the fourth (4th) calendar day following the first working day following the third (3rd) calendar day after the date of the receipt accompanying the notice mailed by certified mail to the last address of the employee contained in the 'department' files.
3. Lay off of more than twelve (12) consecutive months.

(K) The Borough may hire Seasonal Employees to supplement the workforce during the months of May through September, with the expressed proviso that those employees not be given overtime hours that would be normally be given to the regular full time employees. The Seasonal Employees will not be members of the union and shall be at least 18 years of age.

(L) The Borough may hire a Temporary Employee(s) for thirty (30) working days to replace an employee(s) who is/are temporarily disabled due to sickness or accident. The Temporary Employee will not be a member of the union. The Temporary Employee will be paid \$2.00 per hour under the rate for that period.

#### **ARTICLE 14** **DISCHARGE OR SUSPENSION**

(A) The Borough shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Borough Manager must immediately notify the employee in writing of his/her discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office, within one (1) working day from the time of the discharge or suspension.

- (B) In respect to discharge or suspension, the Borough must give at least one (1) warning notice (minor offenses) of the specific complaint against such employee in writing, and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based.
- (C) An employee discharged must be paid in full for all wages owed him by the Borough, including all agreed pay as per contract, if any, within three (3) weeks of date of final discharge.
- (D) A discharged or suspended employee must advise his/her Local Union in writing, within five (5) working days after receiving notification of such action against him, of his/her desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Borough in writing within ten (10) days from the date of discharge or suspension.
- (E) Should it be proven that there was not just cause for a discharged or suspended employee, he shall be reinstated in his/her position and compensated at his/her usual rate of pay for lost work opportunity. If the Union and the Borough are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in Article X, within ten (10) working days after the above notice of appeal is given to the Borough.

**ARTICLE 15**  
**SEPARATION OF EMPLOYMENT**

The Borough shall compensate employees for all vacations, personal holidays and sick leave earned but not used within three (3) weeks after separation from employment. Unused sick leave shall be paid according to Article XVIII "Sick Leave".

**ARTICLE 16**  
**HOURS AND OVERTIME**

- (A) The normal work day shall consist of a minimum of eight (8) hours per day.
- (B) All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay.
- (C) Overtime shall be distributed as equitably as possible, provided the employee has the ability to perform the work, and seniority shall be used as a factor in such distribution.
- (D) In the event an employee is recalled to duty on a Sunday, or a holiday, he/she shall be paid at double his/her rate of pay.
- (E) When an employee recalled to duty after his/her regular shift ends, he/she will be guaranteed two (2) hours at one and one-half (1.5) times his/her regular rate. If such employee works longer than two (2) hours, he/she will be guaranteed four (4) hours at one and one-half (1.5) times his/her regular rate.
- (F) The regular start time shall be determined by the Public Works Director. Start time shall not be earlier than 7:00 am and not later than 8:00 am. Accepted on a weekly basis not daily.

ARTICLE 17  
BEREAVEMENT LEAVE

(A) An employee shall be granted a leave of absence, with pay, for time reasonably needed in connection with the death and the funeral of a member of his/her immediate family under the following conditions:

1. A member of the immediate family is defined as father, mother, father-in-law, mother-in-law, husband, wife, natural grandparents, brother, sister, son or daughter.
2. Such leave shall be limited to three (3) work days on which he/she is scheduled [twenty-four (24) hours in all], the last day of which shall be the day of the funeral, unless religious observance requires absence after the funeral.
3. Such leave, not to exceed three (3) work days on which he/she is scheduled, shall be granted without loss of pay up to a maximum of eight (8) hours straight time base-rate pay for each day of such leave.
4. Payments made under such leave, not to exceed three (3) work days on which he/she is scheduled, shall be counted and included in computing overtime or premium pay.

ARTICLE 18  
SICK LEAVE

(A) All employees will be entitled to ten (10) days sick leave per calendar year.

(B) Employees may accumulate sick days to a maximum of thirty (30) days. Employees will be paid for all sick days over thirty (30) in the January following the calendar year in which said accumulation is attained.

(C) Employee, his/her spouse, or estate will be paid for all accumulated sick days upon termination of employment; except if employee is terminated for cause, at the reasonable discretion of the Borough he/she may be paid even if terminated for cause.

(D) Effective January 1, 2015, new hires shall be as follows:

1. New hires shall receive five (5) sick days per calendar year.
2. New hires shall accumulate fifteen (15) days in a calendar year.
3. New hires are not eligible for (C).

ARTICLE 19  
VACATIONS

(A) The following vacation schedule shall prevail:

Length of Service	Vacation
1 year	1 week
3 years	2 weeks
6 years	3 weeks
12 years	4 weeks
18 years	5 weeks

(B) Employees covered by the Agreement shall submit in writing a vacation schedule to the Borough Manager. Written request for vacation days desired prior to May first (1st) shall be submitted no later than December first (1st) of the prior year. Written request for vacation days desired after April thirtieth (30th) shall be submitted no later than April first (1st). By mutual consent, a vacation may be postponed and taken at a subsequent period. Also, by mutual consent and because of work scheduling difficulties, the number of consecutive vacation weeks may be limited.

(C) The Borough will give preference to senior employees when scheduling vacation periods. Each employee shall receive from the Borough Manager a notice regarding the approval or disapproval of the requested vacation days as submitted no later than December fifteenth (15th) and April fifteenth (15th) in accordance with the provisions of Section (B) above.

(D) Each employee shall be entitled to a vacation, but by mutual consent an employee may agree to stay on the job during his/her vacation period. Such employees will be paid for vacation pay in addition to their regular rate of pay. Employees paid for their vacation pay in addition to their regular rate of pay will be deemed to have used the paid vacation time.

(E) Employees covered by this Agreement may carry over past December 31 each year a total of five (5) unpaid vacation days, but not holidays or any other time (except personal days under Article XXI and sick days under Article XVIII). The days must be utilized prior to December 31 of the year in which they were carried forward.

(F) Effective January 1, 2011 an employee who has been employed by the Borough for one (1) year or more shall be entitled to one (1) week of vacation; after three (3) years employed, the employee is entitled to two (2) weeks; after six (6) years employed, the employee is entitled to three (3) weeks; after twelve (12) years employed, the employee is entitled to four (4) weeks; and after eighteen (18) years employed, the employee is entitled to five weeks of vacation each year. Employees shall continue to pick vacation dates subject to department head approval as in the past and shall receive vacation weeks earned for years of service, including scheduling vacation time in the year it will be earned, instead of after that year. However, an Employee who takes vacation time that has not been fully earned and then terminates employment with the Borough for any reason shall be required to refund any unearned time to the Borough.

Effective January 1, 2015, all vacations start after one-year of employment.

ARTICLE 20  
HOLIDAYS

(A) The following holidays shall prevail:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
Columbus Day

(B) When any of the aforementioned holidays fall on Saturday, Friday shall be the observed holiday. When any of the aforementioned holidays fall on a Sunday, the following Monday shall be considered the holiday. If the holidays fall back to back (Saturday/Sunday), the Borough reserves the right to make adjustments depending on the need of the borough. Under no circumstances shall an employee lose a holiday.

(C) Any employee who works on a named holiday shall receive two (2) times his/her regular hourly rate, plus the holiday pay.

(D) Eligible employees shall receive compensation for the above holidays, although not worked, for eight (8) hours at their regular rate of pay.

(E) In order to be eligible for pay for a holiday not worked, an employee must work his/her regularly scheduled hours on both the day



before and the day after such holiday, unless evidence of the following is presented:

1. Doctor's certificate to show that the employee was not able to work by reason of illness;
2. Evidence of birth, death, or marriage in the employee's immediate family;
3. Absence excused by Borough Manager prior to the holiday.

ARTICLE 21  
PERSONAL DAYS

(A) All employees shall receive four (4) personal leave days per year during each year of this Agreement.

(B) In addition, each employee shall receive the employee's employment anniversary as a personal day. Effective January 1, 2015, new hires will not receive employee's anniversary as a personal day.

(C) All personal days shall be scheduled by mutual consent by the Borough Manager and the employee. All employees covered by this Agreement should submit in writing to the Borough Manager his/her personal day request no less than forty-eight (48) hours prior to the day, other than an emergency, being requested.

(D) Employees covered by this Agreement may carry over past December 31 each year a total of five (5) unpaid personal leave days, but not holidays or any other time (except vacation days under Article XIX and sick days under Article XVIII). The days must be utilized prior to December 31 of the year in which they were carried forward.

ARTICLE 22  
TEAMSTERS LOCAL 830 EMPLOYEES RETIREMENT  
SAVINGS PLAN

The Borough agrees to contribute the sum of Twenty-Six Dollars (\$26.00) per week, effective January 1, 2021, for each full time employee covered by this agreement for the purpose of providing RSP benefits for the employee. Such contribution shall be paid by Hatfield Borough to the Local 830 Employees Retirement Savings Plan ("RSP"). The amount of benefits to which an employee shall be entitled shall be determined by the Trustees of the RSP. No contribution shall be required to be made after a period of six (6) months where the employee is absent from work. Further, it is agreed that no contribution shall be required for any employee working less than three (3) days per week.

Hatfield Borough further agrees that, upon the receipt of a written authorization from the employee, it will deduct weekly from the pay of all employees covered by this Agreement and remit to the plan such amounts as the employee may direct. In order to comply with the Department of Labor rules, such amounts shall be paid to the Plan as soon as practicable after such amounts would otherwise be paid to the employee and, in all events, no later than the 15<sup>th</sup> day of the following month. All such payments will be pre-tax contributions pursuant to Section 401 (k) of the Internal Revenue Code and shall be subject to the limitations of that section and any other restrictions imposed by the Trustees of the Fund. Hatfield Borough will report such deferrals on the employee's Form W-2 as Section 401 (k) contributions and will provide such information concerning the employee's compensation and other data as is reasonably necessary to administer the Plan and enforce the requirements of Section 401 (k) and ERISA. Hatfield Borough's obligation under this Section is contingent on reasonable assurances and documentation from the Plan that such amounts may be received, held and distributed by the Plan in accordance with Section 401 (k).

The rights of employees and beneficiaries and dependents to benefits and/or credits shall be governed by the terms of the Trust Agreement,

the Pension Plan, and Rules and Regulations established for the operations of the Retirement Savings Plan Funds. The eligibility requirements and the amount of benefits and/or credits applicable to regular full-time employees shall, in the sole discretion of the Trustees, differ as to eligibility requirements and as to the nature and amount of benefits and/or credits to be applied to part-time employees. The provisions of the Pension Fund and the Pension Plan, and the Retirement Savings Fund and Retirement Savings Plan shall be considered in an integral part of this Agreement and failure to make contributions or to file reports as set forth in this Agreement and as set forth in the Trust Agreement shall be deemed a breach of the entire contract and shall despite anything to the contrary herein, entitle the Union to strike or to other economic or legal action against Hatfield Borough.

If Hatfield Borough is delinquent in contributions to the Pension Fund or the Retirement Savings Fund, and employee shall not be entitled to benefits and/or credit until said delinquency is cured and even then only under such terms and conditions as the Trustee prescribe. Hatfield Borough, however, shall be responsible and liable to an employee for all claims, which would otherwise be made, and, if such claims are paid by the Pension Fund or Retirement Savings Fund because of Hatfield Borough's delinquency, Hatfield Borough shall be responsible to the employee for their payment.

Nothing in the Trust Agreement, the Pension Plan or the Rules and Regulations established for the operation of Retirement Savings Plan Funds shall require the Borough to make contributions in excess of \$26.00 per week for each full-time employee on Hatfield Borough's payroll who is covered by this Agreement. Nothing herein is intended to alter the terms of the Borough's Agreement with current Teamsters Local No. 830 dated January 1, 2021-December 31, 2026, concerning Hatfield Borough's Defined Benefit and Defined Contribution Pension Plans. Hatfield Borough may negotiate early retirement arrangements for employees in excess of the contractual retirement benefits.

**ARTICLE 23**  
**HEALTH AND WELFARE**

(A) The Borough agrees to pay the actual cost as presently calculated by the Delaware Valley Insurance Trust (DVIT) for each eligible employee for the purposes of providing Hospitalization, Surgical, Major Medical, Dental, Vision Care, Prescription, Life Insurance-Accidental Death & Dismemberment and Short Disability Wage Compensation. There shall be NO weekly co/pay by employees for the cost of this coverage duration of this agreement. All co/pays identified in the DVIT plan are the responsibility of each employee.

Effective September 1, 2000 the Borough will have the option to provide coverage through another plan or carrier so long as such other plan or carrier provides benefits those currently provided by the Teamsters local # 830 Health & Welfare Fund.

The Borough and Local # 830 agree to meet each year August 1St of this agreement for the purposes of reviewing the current Health Care Plan and Plans Provided by Local # 830 Health & Welfare Fund. Any changes and recommendations as a result of this review shall only be made by mutual agreement of both parties.

Employees hired prior to January 1, 2015, will pay no contribution to healthcare in the form of weekly co-pay. Employees hired after January 1, 2015, shall pay contributions of 10% of the premium as outlined in the employees' handbook.

(B)The sick and accident benefit in the Health & Welfare Plan for each employee shall be a minimum of \$400.00

(C)The Life Insurance in the Health and Welfare plan for each employee will be \$30,000.00, effective January 1, 2021.

(D) The Borough will continue to provide health benefits and pension contributions under this agreement for a period of twenty-six (26) weeks for eligible employees who are absent of illness or injury.

**ARTICLE 24**  
**SCHOLARSHIP FUND**

The Borough agrees to contribute the sum of One Dollar (\$1.00) per week for each full-time regular employee into the Local 830 Scholarship Fund.

**ARTICLE 25**  
**BOROUGH OF HATFIELD PENSION FUND**

(A) Employees of the Borough are enrolled in a Defined Benefit Pension Plan, which provides Normal Retirement at age 62. The Plan provides for full vesting with ten (10) years of service and for retirement with two percent (2%) of the employee's final compensation for every year of service subject to a maximum of twenty-five (25) years. Effective December 31, 2023 the Defined Benefit Pension Plan shall be frozen.

To calculate **yearly** retirement benefit

Use number of years of service x average of last three (3) years' compensation x .02 = **yearly** retirement benefit.

(B) Effective January 1, 2015, new hires shall not be eligible for paragraph (A) above.

(C) In addition, a separate interest earning annuity will be paid to each employee. Contribution into this annuity is three percent (3%) of the employee's compensation. The employee paid this contribution up to December 31, 1989. Effective January 1, 1990, the Borough has made, and continues to make, this contribution on behalf of each employee. Effective January 1, 2024 contribution into this annuity shall be four percent (4%) of the employee's compensation.

**ARTICLE 26**  
**JURY DUTY**

If an employee actually loses work because he is required to serve on any jury, he will be reimbursed at his/her applicable base hourly rate for the time lost (not in excess of eight hours in any day), less the jury fee received by him with respect to such lost days as evidenced by a certificate of the Clerk of Court. The hours for which such payment is made shall be considered as hours worked for the purpose of determining overtime or premium pay.

**ARTICLE 27**  
**WAGES, JOB CLASSIFICATIONS AND CERTIFICATION**

- (A) All eligible employees will receive the respective wages as set forth in Schedule "A" of this Agreement.
  
- (B) The Borough agrees that if an employee works in a higher paid classification, he shall receive the higher rate for all hours worked in the higher classification.
  
- (C) An employee who shall receive, after January 1, 1982 and January 1, 1996, certification by the Commonwealth of Pennsylvania, Department of Environmental Resources, as a sewer plant operator or water plant operator, shall be paid, upon proof of such certification being presented to the Borough, ten cents (\$0.10), per hour per certification over and above his/her normal rate as set forth in Schedule "A" of the Agreement.
  
- (D) If the Borough has the need for a lineman it reserves the right to reopen the contract to discuss that item. The Borough also agrees that seasonal employees must be at least 18 years of age.
  
- (E) Any employee may perform work on the Borough's wastewater collection and conveyance system so long as the Borough supplies

protective equipment, gear and necessary immunizations. Such work shall not entitle the employee to additional compensation.

**ARTICLE 28**  
**SHOE ALLOWANCE/UNIFORM COMPENSATION POLICY**

(A) Employees covered under this agreement shall receive up to a maximum of One Hundred and Seventy Five Dollars (\$175.00) per year for a shoe/boot allowance, payable after receipt by the Borough of a receipt showing the purchase of shoes/boots for work. Clerks may utilize the shoe/boot allowance for the purchase of clothing for work.

(B) Starting July 1, 2011 Hatfield Borough will reimburse (upon submission of receipts). Effective January 1, 2015, Union employees shall receive \$300.00 per year for uniforms. The Borough will provide Shirts, Sweat shirts, Seasonal Jackets and Rain gear. Employees will purchase Hatfield Borough approved trousers, jeans and shorts.

Effective July 1, 2011 all approved items will be considered the Public Works Department official uniform. Uniforms are to be worn during work hours and are expected to be kept clean and presentable.

This policy will remain in effect for the duration of this agreement.

**SCHEDULE " A "**

**WAGES**

Position	1/1/21	1/1/22	1/1/23	1/1/24	1/1/25	1/1/26
<b>Tier 1</b>						
Maintenance	\$27.59	\$27.94	\$28.34	\$28.74	\$29.14	\$29.54
<b>Tier 2</b>						
Maintenance	\$21.10	\$21.45	\$21.85	\$22.25	\$22.65	\$23.05



Effective January 1, 2021, new hires starting rate shall be \$19.00 per hour and shall receive the following increases.

Effective January 1, 2021, increase \$.35 cents. Effective January 1, 2022, increase \$.35 cents. Effective January 1, 2023, increase \$.40 cents. Effective January 1, 2024, increase \$.40 cents. Effective January 1, 2025, increase \$.40 cents. Effective January 1, 2026, increase \$.40 cents.

The Clerk position will be removed from the Collective Bargaining Agreement between the Borough of Hatfield and Teamsters Local Union No. 830. The position effective January 1, 2015 will be with the Administrative staff.

The current Utility Billing Clerk will have the option to remain with the Administrative staff as a non-union position or remain in the Union and report and work at the public works facility.

If the employee remains with the administrative staff the employee will not take a pay reduction or lose any current benefits.

Borough Council is prepared to put in writing as it does with other employees currently receiving benefits not provided in the employee handbook.

## ARTICLE 29 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2021 and shall continue in full force and effect up to midnight of December 31, 2026, and thereafter from year to year unless and until either party shall give to the other notice by registered mail at least ninety (90) days prior to the expiration date in 2026, or to the December 31, 2026 expiration date in any year thereafter, or as otherwise stipulated in the




Public Employees Relations Act of Pennsylvania, of an intention to terminate, cancel, or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

FOR THE BOROUGH

FOR THE UNION

\_\_\_\_\_  
John Weierman, President

  
\_\_\_\_\_  
Daniel H. Grace, Secretary-Treasurer

\_\_\_\_\_  
Michael De Finis, Borough Mgr.

  
\_\_\_\_\_  
Glenn P. Fulcher, Vice President/BA



# Borough of Hatfield

Montgomery County, Pennsylvania

January 20, 2021

Mr. Glenn Fulcher, Vice President  
C/O Teamsters Local Union No. 830  
12298 Townsend Road  
Philadelphia, PA 19154

Re: Letter of Understanding Between the Borough of Hatfield and  
Teamsters Local Union No. 830 Agreement Effective January 1, 2021 to  
Termination December 31, 2026

Dear Mr. Fulcher,

On behalf of Council and Mayor Kaler, I am writing you today to clarify certain portions of the recently negotiated agreement between the Borough of Hatfield and Teamsters Local Union No. 830 Effective January 1, 2021 to Termination December 31, 2026.

ARTICLE 25 on Page 24 it shall be understood;

All employees eligible for the Defined Benefit Pension Plan shall receive the value of their individual benefit as of December 31, 2023 at the time of Normal Retirement and upon full separation of employment from the Borough of Hatfield. Hatfield makes no commitment regarding new employees or for Hatfield Borough Defined Benefit Pension Plan retirement benefits to be earned after December 31, 2023.

ARTICLE 28 SCHEDULE A (WAGES) on Pages 26 & 27 it shall be understood; James Baskin shall move to the Tier 2 wage category effective January 1, 2021. Tier 3 shall be added to clarify the starting rate for new hires effective January 1, 2021. (see attached)

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

\_\_\_\_\_  
Michael J. DeFinis  
Borough Manager / Secretary

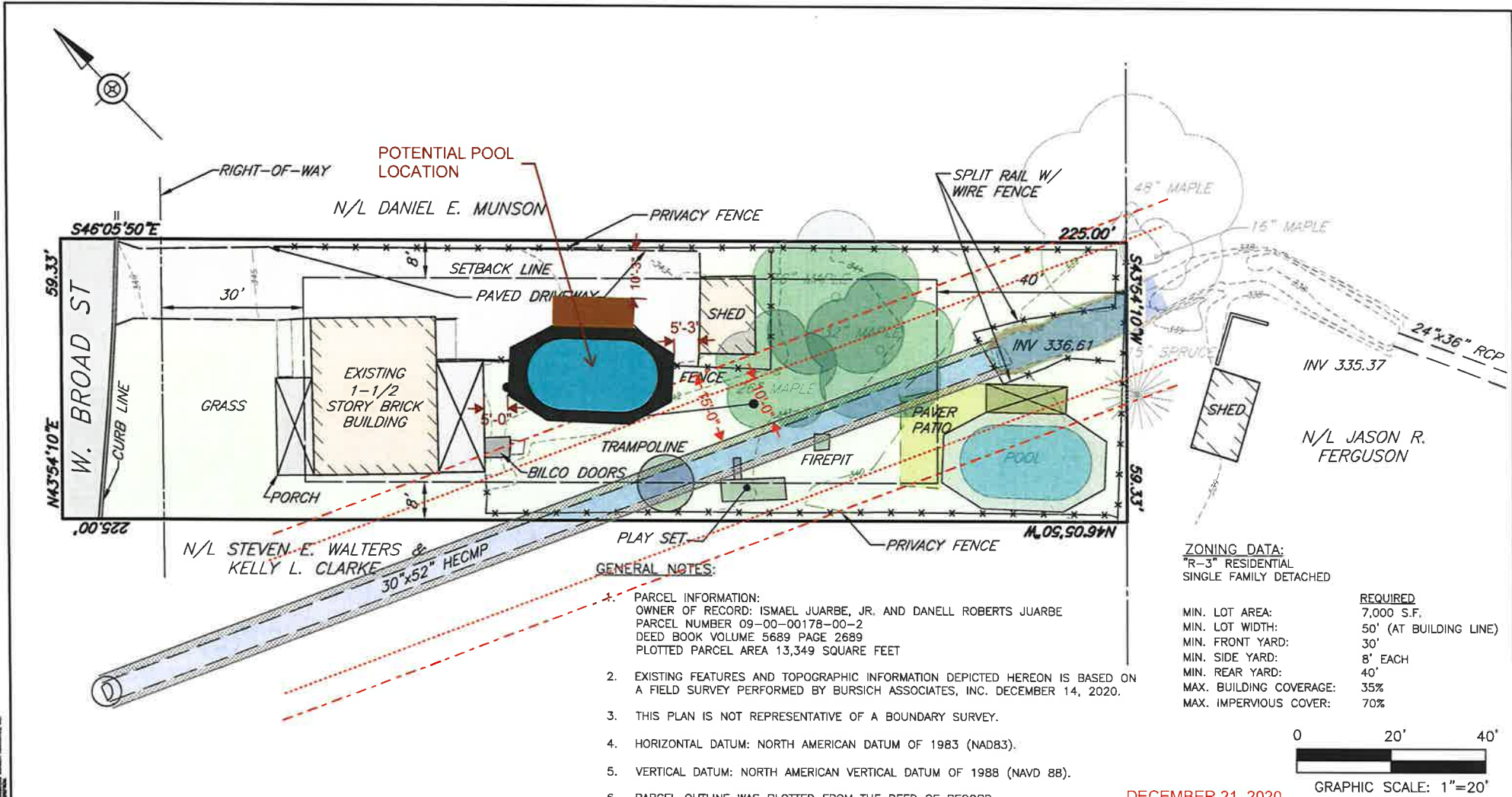
\_\_\_\_\_  
Glenn Fulcher, Vice President  
Teamsters Local Union No. 830

Cc: Hatfield Borough Council & Mayor Kaler  
Jaime E. Snyder, Hatfield Borough Assistant Manager  
Catherine M. (Kate) Harper, Borough Solicitor

Position	1/1/21	1/1/22	1/1/23	1/1/24	1/1/25	1/1/26
<b>Tier 1</b>						
Maintenance	\$27.59	\$27.94	\$28.34	\$28.74	\$29.14	\$29.54
<b>Tier 2</b>						
Maintenance	\$21.10	\$21.45	\$21.85	\$22.25	\$22.65	\$23.05

Position	1/1/21	1/1/22	1/1/23	1/1/24	1/1/25	1/1/26
<b>Tier 3</b>						
Maintenance	\$19.00	\$19.35	\$19.75	\$20.15	\$20.55	\$20.95

**5. OLD BUSINESS / DISCUSSION ITEMS:  
G. 308 West Broad Street ZHB Update**

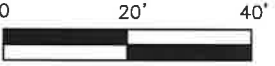


**GENERAL NOTES:**

- PARCEL INFORMATION:**  
 OWNER OF RECORD: ISMAEL JUARBE, JR. AND DANELL ROBERTS JUARBE  
 PARCEL NUMBER 09-00-00178-00-2  
 DEED BOOK VOLUME 5689 PAGE 2689  
 PLOTTED PARCEL AREA 13,349 SQUARE FEET
- EXISTING FEATURES AND TOPOGRAPHIC INFORMATION DEPICTED HEREON IS BASED ON A FIELD SURVEY PERFORMED BY BURSICH ASSOCIATES, INC. DECEMBER 14, 2020.
  - THIS PLAN IS NOT REPRESENTATIVE OF A BOUNDARY SURVEY.
  - HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83).
  - VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
  - PARCEL OUTLINE WAS PLOTTED FROM THE DEED OF RECORD.

**ZONING DATA:**  
 "R-3" RESIDENTIAL  
 SINGLE FAMILY DETACHED

	REQUIRED
MIN. LOT AREA:	7,000 S.F.
MIN. LOT WIDTH:	50' (AT BUILDING LINE)
MIN. FRONT YARD:	30'
MIN. SIDE YARD:	8' EACH
MIN. REAR YARD:	40'
MAX. BUILDING COVERAGE:	35%
MAX. IMPERVIOUS COVER:	70%



DECEMBER 21, 2020  
 GRAPHIC SCALE: 1"=20'  
 (11"x17" PAPER)

NO.	REVISION	DATE	BY	NOTES
				HAT-01

**BURSICH ASSOCIATES**  
 ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS  
 2129 EAST HIGH STREET  
 POTTSTOWN, PA 19454  
 610.323.4040

**CLIENT**  
 HATFIELD BOROUGH  
 401 SOUTH MAIN STREET  
 P.O. BOX 190  
 HATFIELD, PA 19440

**SUBJECT**  
 POOL EXHIBIT PLAN  
 308 W. BROAD STREET

<b>JOB NO.</b>	147492
<b>SHEET NO.</b>	1 OF 1
<b>DWG. NO.</b>	CA147492-POOL

www.bursich.com

HATFIELD BOROUGH - MONTGOMERY COUNTY - PA

ALL RIGHTS RESERVED. THIS PLAN IS THE PROPERTY OF BURSICH ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BURSICH ASSOCIATES, INC.

**5. OLD BUSINESS / DISCUSSION ITEMS:  
H. Resolution 2021-02 Transfer of Funds**

**BOROUGH OF HATFIELD  
MONTGOMERY COUNTY, PA**

**RESOLUTION NO. 2021-02**

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

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

**WHEREFORE**, Borough Council now determines that it would be in their best interest to transfer \$70,000.00 from the Harleysville Bank Account No. [REDACTED] to the General Fund identified in the Borough Budget as Fund No. 01 for General Fund Expenditures.

**NOW THEREFORE**, the Borough Council does hereby approve the transfer of \$70,000.00 from the Harleysville Bank Account No. [REDACTED] to the General Fund identified in the Borough Budget as Fund No. 01 for General Fund Expenditures, and authorizes any of the following to execute whatever documentation is required by the financial institution to accomplish this: Michael J. DeFinis, Borough Manager; Diane Farrall, Borough Treasurer; Jaime E. Snyder, Assistant Borough Manager, or John H. Weierman, President of Hatfield Borough Council.

**APPROVED** this 20<sup>th</sup> day of January 2021, with Council Members

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

ATTEST

BOROUGH OF HATFIELD

By: \_\_\_\_\_  
Michael J. DeFinis, Secretary

By: \_\_\_\_\_  
John H. Weierman, Borough Council President

Approved by the Mayor this 20<sup>th</sup> day of January 2021.

\_\_\_\_\_  
Mayor Robert L. Kaler, III

## 5. OLD BUSINESS / DISCUSSION ITEMS:

### I. SEPTA Lease Agreement



LICENSE AGREEMENT BY AND BETWEEN  
HATFIELD BOROUGH, LICENSEE AND  
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY,  
LICENSOR

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Borough of Hatfield, a Pennsylvania municipal government with its principal office located at 401 South Main Street, P.O. Box 190, Hatfield, Pennsylvania 19440 hereinafter (“Hatfield” or “Licensee”), and the Southeastern Pennsylvania Transportation Authority (hereinafter “SEPTA” or “Licensor”), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, Philadelphia, PA 19107.

WITNESSETH

WHEREAS, SEPTA owns a certain out-of-service train station, which is situated upon the Bethlehem Branch by the intersection of E. Broad Street and N. Market St. in Hatfield, PA ("Premises"); and

WHEREAS, Licensee wishes to enter into a six-month license to occupy and utilize the Premises; and

WHEREAS, SEPTA has agreed to grant to Hatfield Borough (“Licensee”) an exclusive license (“License”) to the station building, driveway and surrounding property (“Licensed Premises”) together with the existing driveway for the purpose of ingress from/egress to N. Market St. (the “Ingress/Egress”), in accordance with the terms and conditions set forth herein.

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

1. Incorporation of Recitals.

The recitals above are hereby incorporated into the body of the Agreement.

2. Licensed Premises.

“Licensed Premises” means the area as shown on the drawing dated September 19th, 2018, attached hereto and marked **Attachment 1**.

3. Term and Termination.

The term of the Agreement shall be 6 months (“Term”), commencing on

March 1, 2021 (“Commencement Date”) and terminating on August 31, 2021; provided, however, that either party shall have the right to terminate the Agreement during the Term for any reason or no reason upon ten (10) days’ prior written notice by or between licensee and licensor.

4. Rental.

The rental for SEPTA’s use of the Licensed Premises shall be \$1 for the entire term (“Rental”).

5. Use.

The Licensed Premises shall be for the exclusive use by Hatfield Borough.

6. Ingress and Egress.

Licensee’s employees, agents and the public in general shall have the right to access the existing driveway identified on **Attachment 1** for the purpose of ingress from and egress to N. Market Street.

7. Improvements.

Licensee shall seek SEPTA’s written approval for any proposed improvement of the Licensed Premises, which will not be unreasonably withhold, condition or delayed.

8. Cleaning and Repairs.

Licensee shall be responsible for the general care and cleaning of the Licensed Premises and shall keep the Licensed Premises in reasonably the same condition as when the Agreement commenced, ordinary wear and tear expected.

9. Signage.

SEPTA shall permit Licensee to install temporary signage as necessary.

10. Maintenance, Grounds and Snow and Ice Removal.

Licensee shall be responsible for the maintenance and upkeep of the Lease Premises including grounds and removal of snow and ice from the Licensed Premises to accommodate its use thereof and in accordance with Licensee’s normal snow removal practices.

11. Surrender of Licensed Premises.

Licensee shall surrender the Licensed Premises upon the termination of the Agreement in as good order and condition as it was upon the Commencement Date hereof, ordinary wear and tear excepted, including, but not limited to, removing all temporary signage that was installed on the License Premises pursuant to Section 9 above.

12. Indemnification.

For Section 12 of the Agreement (i) "Licensor" means SEPTA, its contractor or contractors, employees, servants, officers, board members, agents, subsidizers, invitees, successors and assigns; and (ii) "Licensee" means Hatfield Borough, its contractor or contractors, employees, servants, officers, board members, agents, subsidizers, invitees, successors, sublets and assigns.

To the maximum extent permissible by law, Licensee hereby agrees to defend, indemnify, and hold harmless Licensor from all claims, demands, suits, actions, expenses, or liability of any kind or nature whatsoever, brought for or on account of injury to persons (including death) and damage to and loss of property to the extent allowable resulting from, caused by or arise out of Licensee's use of the License Premises, the Licensed Premises itself, or the use of Ingress/Egress. Notwithstanding any other provision of the Agreement, SEPTA's limits of liability in all matters relating to and arising from the Licensee's use of the Licensed Premises are subordinate to the State of Pennsylvania Sovereign Immunity Act of 1980, October 5, P.L. 639, No. 142, § 221(1) (42 Pa.C.S. §§ 8501 *et seq.*), or any other law.

It is specifically not intended, however, that Licensee either releases, indemnifies or holds SEPTA harmless for damages or injuries to persons (including death) caused by, arising out of or related to SEPTA's negligence or intentional misconduct. Licensee shall also not be liable for any claims against SEPTA that result from, are caused by or arise out of negligence on the part of SEPTA relating to SEPTA's activities upon or use of the Licensed Premises or the Ingress/Egress or any SEPTA vehicle, facility, building or other structure on, near or associated with the Licensed Premises.

13. Notices.

All notices, statements and/or communications required or referenced under this Agreement shall be in writing and sent by United States Postal Service registered or certified mail addressed to the respective party as follows:

Licensor:            Hatfield Borough

Attn: Mr. Michael Definis  
401 South Main Street, P.O. Box 190,  
Hatfield, Pennsylvania 19440

SEPTA: Director, Real Estate Department  
Southeastern Pennsylvania  
Transportation Authority  
1234 Market Street, 10<sup>th</sup> Floor  
Philadelphia, PA 19107-3780

With copy to: General Counsel  
Southeastern Pennsylvania  
Transportation Authority  
1234 Market Street, 5<sup>th</sup> Floor  
Philadelphia, PA 19107-3780

If at any time during the Term of the Agreement the address of either Licensor or SEPTA changes, that applicable party must inform the other party in writing of the change.

14. Assignment and Subletting.

Hatfield is not permitted to assign, sublet, mortgage, pledge, or otherwise act with regard to the present and future property ownership interests of the Premises

15. Scope of Agreement.

The Agreement contains the complete understanding of the parties and all representations and agreements between them with respect to the Licensed Premises and the Ingress/Egress and supersedes any and all previous arrangements or understandings, either verbal or in writing, regarding the Licensed Premises and the Ingress/Egress.

16. Modifications.

No modification or change of any provision of the Agreement shall be effective unless such be in writing and signed by the proper representatives of Licensor and SEPTA.

17. Governing Law, Forum Selection and Consent to Jurisdiction.

All matters or claims arising out of, related to, or in connection with the License, the Agreement or the relationship between the parties shall be governed by and construed in accordance with the laws of the

Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with the Agreement, the License or relationship between the parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and *forum non conveniens*, including but not limited to any choices Licensor may have under any such rules or law. Licensor hereby expressly consents to the jurisdiction of the state and federal courts located in the City of Philadelphia and hereby expressly and irrevocably waives any objection which Licensor may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts located in the City of Philadelphia and (ii) to any claim that such court is inconvenient or lacks personal jurisdiction over Licensor. Licensor represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by Licensor. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by Licensor of litigation or trial in any other jurisdiction, court or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

18. Partial Invalidity.

If any term of the Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions hereof shall not be effected thereby, and each such remaining term and provision of the Agreement shall be valid and duly considered in full force and effect.

19. Enforceability.

The covenants, obligations and agreements herein contained shall be binding upon and inure to the benefit of both Licensee and SEPTA, and their respective successors and assigns.

20. Headings.

The headings herein are for convenience of reference only, and in no way shall be used to construe or modify the provisions set forth in the Agreement.

21. Recording Prohibited.

Neither the Agreement nor a short form or memorandum thereof shall be recorded in the Office of the Recorder of Deeds.

22. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or email pdf file signature page shall be deemed an original.

[Except for the page number, the remainder of page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed the Agreement as of the date first above written.

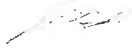
Hatfield Borough, Licensee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOUTHEASTERN PENNSYLVANIA  
TRANSPORTATION AUTHORITY  
(SEPTA), Licensor

By: \_\_\_\_\_  
Leslie S. Richards  
General Manager

Approved as to form

By:   
On Behalf of Gino J. Benedetti  
General Counsel of SEPTA

DRAWING OF LICENSED PREMISES, INGRESS/EGRESS, AND SIGNAGE

ATTACHMENT 1



Real Estate Dept.  
D. Doler 09.19.2018

Hatfield Station License & Lease Premises



## 6. NEW BUSINESS:

## 7. ACTION ITEMS:

- A. Motion to Consider Adopting the 2021  
Borough of Hatfield ZOOM Policy

## 7. ACTION ITEMS:

- B. Motion to Consider Advertising the Lincoln Avenue Bridge Replacement Project Bid Specifications

**C. Motion to Consider Resolution 2021-01  
Approving the CBA with the Teamsters Local  
Union No. 830**

**BOROUGH OF HATFIELD**  
MONTGOMERY COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
**RESOLUTION No. 2020-21**

A RESOLUTION APPROVING the CBA (COLLECTIVE BARGAINING AGREEMENT)  
between the Borough of Hatfield and Teamsters Local Union No. 830

**WHEREAS**, The Borough Council of Hatfield recently approved contract negotiations between the Borough Manager Michael J. DeFinis, Borough Assistant Manager Jaime E. Snyder, Public Works Employee/Union Shop Stewart Edward Polaneczky and Teamsters Business Agent Glenn Fulcher; and

**WHEREAS**, The Borough and Teamsters Local Union No. 830 Agree that the CBA ending December 31, 2020 shall be renewed and effective January 1, 2021 until December 31, 2026; and

**WHEREAS**, Borough Council and Teamsters Local Union No. 830 believes that the modifications made in the extended agreement reflect the current and future compensation environment of Municipal Employment and provide a fair contract for the union employees.

**NOW THEREFORE BE IT RESOLVED THAT**, the Borough Council of The Borough of Hatfield, Montgomery County, Pennsylvania hereby Approves the Collective Bargaining Agreement between the Borough of Hatfield and Teamsters Local Union No. 830 and authorize Borough Council President John Weierman and Borough Manager Michael DeFinis to execute the contract on behalf of the Borough.

**NOW APPROVED** and adopted by the Borough Council at a duly advertised public meeting held this 20<sup>th</sup> day of January, 2021 with \_\_\_\_ Council Members Voting “Aye” and \_\_\_\_ Council Members Voting “Nay”.

ATTEST

BOROUGH OF HATFIELD

\_\_\_\_\_  
Michael J. DeFinis  
Borough Manager / Secretary

\_\_\_\_\_  
John H. Weierman  
President Borough Council

Approved this 20<sup>th</sup> Day of January, 2021.

\_\_\_\_\_  
Robert L. Kaler III, Mayor  
Borough of Hatfield

## 7. ACTION ITEMS:

D. Motion to Consider the Letter of Understanding with the Teamsters Local Union No. 830

## **7. ACTION ITEMS:**

**E. Motion to Consider Resolution 2021-02  
Authorizing the Transfer of Funds from  
Harleysville Bank to the General Fund**

## 7. ACTION ITEMS:

F. Motion to Consider the Lease Agreement  
with SEPTA



## 8. Motion to Approve Payment of the Bills

ADDITIONS TO THE JANUARY 2021 BILL LIST:

21 <sup>ST</sup> CENTURY MEDIA - LEGAL ADVERTISING.....	\$105.06
CANON COPIER - LEASE.....	\$729.51
CLEMENS UNIFORMS - MATS FOR FOYER & HALLWAY.....	\$59.10
COMCAST - 16 CHERRY ST INTERNET .....	\$109.46
ESSA - INTEREST PAYMENT.....	\$1,763.34
H&K MATERIALS - COLD PATCH.....	\$139.52
VERIZON - TELEPHONE SERVICES.....	\$232.75

TOTAL ADDED TO BILL LIST \$3,137.74

REVISED BILL LIST TOTAL \$441,371.54

Column1	Column2	Column3	Column4	Column5	Column6
JANUARY 2021 ACCOUNTS PAYABLE BILL LIST					
VENDOR BILL LIST					
		AMOUNT PAID	DATE PROCESSED	TOTAL PAID	CHECK NO.
<b>TD BANK</b>					
	ITEM DESCRIPTION				
GUARDIAN	COUNCIL LIFE INSURANCE	\$30.70	12/22/2020	\$30.70	25795
CANON	COPIER LEASE	\$488.00	1/7/2021	\$488.00	25796
HATFIELD BOROUGH ELECTRIC	DAIN AVE ELECTRIC SERVICES	\$116.87	1/7/2021	\$116.87	25797
ZULTYS	TELEPHONE SERVICES	\$494.93	1/7/2021	\$494.93	25798
RESERVE ACCOUNT	POSTAGE FOR POSTAGE MACHINE	\$3,000.00	1/7/2021	\$3,000.00	25799
COMCAST CABLE	INTERNET SERVICE FOR 16 CHERRY ST	\$109.46	1/7/2021	\$109.46	25800
GUARDIAN	COUNCIL LIFE INSURANCE	\$30.70	1/7/2021	\$30.70	25801
COMCAST CABLE	INTERNET SERVICE FOR 401 S MAIN ST	\$108.35	1/11/2021	\$108.35	25802
LOWES	SHOP SUPPLIES	\$1,043.28	1/11/2021	\$1,043.28	25803
WELLS FARGO	SERIES 2003 B NOTE	\$3,070.49	12/25/2020	\$3,070.49	ACH
21ST CENTURY MEDIA	LEGAL ADVERTISING	\$449.41			
21ST CENTURY MEDIA	LEGAL ADVERTISING	\$1,501.52			
21ST CENTURY MEDIA	LEGAL ADVERTISING	\$105.06			
ALLEGHENY ELECTRIC	MONTHLY ELECTRIC SALES	\$3,413.98			
AMP INC.	DECEMBER 2020 AMI PMPM METERING	\$928.00			
AMP INC.	METER INSTALLATION/POLY PHASE METER	\$49,009.28			
AMP OHIO	DECEMBER ELECTRIC PURCHASE	\$138,425.13			
THOMAS J ANDERSON	PENSION CONSULTING SERVICES	\$4,700.00			
AT&T MOBILITY	CELL PHONES FOR PW & ASSIST/MGR	\$547.88			
BERGEY'S	EQUIPMENT MAINTENANCE	\$91.16			
BERGEY'S	TIRE REPAIR	\$56.00			
BURSICH & ASSOCIATES	GENERAL ENGINEERING SERVICES	\$717.25			
BURSICH & ASSOCIATES	BROAD ST STORM SEWER REPLACEMENT	\$986.00			
BURSICH & ASSOCIATES	EDINBURGH SQUARE SUBDIVISION	\$5,988.50			
BURSICH & ASSOCIATES	127 PENN AVE TOWNHOMES	\$134.00			
BURSICH & ASSOCIATES	ADA RAMPS 2021	\$1,343.50			
BURSICH & ASSOCIATES	ROAD PROJECTS 2019	\$58.00			
BURSICH & ASSOCIATES	ROAD PROJECTS 2020	\$781.00			
KIMBERLY BURSNER	CONDITIONAL USE HEARING TRANSCR	\$174.50			
KIMBERLY BURSNER	CONDITIONAL USE HEARING TRANSCR	\$426.50			
CANON COPIER	COPIER LEASE	\$729.51			
CAPASSO PEST SERVICES	PEST CONTROL AT BOROUGH	\$125.00			
CLEMENS	MAT RENTAL FOR FOYER & BACK DOOR	\$59.99			
CLEMENS	MAT RENTAL FOR FOYER & BACK DOOR	\$59.10			
CODE INSPECTIONS	BLDG CODE FIRE & ZONING SERVICES DEC	\$3,268.00			
COMCAST	615 DAIN AVE INTERNET	\$108.35			
COMCAST	16 CHERRY ST	\$109.46			
DANELLA	ELECTRIC SYSTEM REPAIR	\$67,200.00	1/15/2021	\$67,200.00	208
DELAWARE VALLEY HEALTH INS	HEALTH INSURANCE FOR EMPLOYEES	\$14,585.11			
DELAWARE PROP & LIABILITY TRUST	LIABILITY INSURANCE	\$6,743.50			
DJC ENTERPRISES LP	REFUND REAL ESTATE TAXES	\$10.91			
EAS	WATER FOR PW	\$15.45			
EDDIES ELECTRIC	SNOW REMOVAL	\$440.00			
EDDIES ELECTRIC	REPAIR TRYPLEX OVER ALLEYWAY	\$220.00			
EMERGENCY SYSTEMS	GENERATOR MAINTENANCE	\$1,882.25			
ESSA	INTEREST PAYMENT	\$1,763.34			
FRANCONIA AUTO	REPAIR 2005 FORD F550	\$316.81			
FRANCONIA AUTO	REPAIR 2008 FORD F350	\$414.26			
GENERAL CODE	ANNUAL MAINTENANCE	\$1,195.00			
KIM GOMEZ	CLEANING SERVICES FOR FEBRUARY	\$700.00			
H&K MATERIALS	COLD PATCH	\$139.52			
HATFIELD MUSEUM & HISTORY	MEMBERSHIP DUES	\$20.00			
HARTFORD INSURANCE	LIFE AD&D STD & LTD INSURANCE	\$745.84			
HATFIELD BOROUGH ELECTRIC	AMI BORROWING REIMUBRSEMENT	\$8,287.43			
HATFIELD TOWNSHIP	JANUARY POLICE SERVICES	\$77,083.33			
HATFIELD TOWNSHIP	4TH QTR POOL AGREEMENT	\$1,091.93			
KALER MOTOR	2015INTERNATIONAL DUMP TRUCK REPAIR	\$554.57			
KALER MOTOR	BUCK TRUCK SERVICE	\$1,638.62			
KALER MOTOR	2015 INTER DUMP TRUCK INSPECTION	\$1,008.20			



## 9. MOTION to ADJOURN: EXECUTIVE SESSION