

HATFIELD BOROUGH COUNCIL

WORKSHOP MEETING

October 5, 2022



JASON FERGUSON, PRESIDENT

RICHARD GIRARD, VICE PRESIDENT

JAMES FAGAN, COUNCILMEMBER

MICHELLE KROESSER, COUNCILMEMBER

LAWRENCE G. STEVENS, COUNCILMEMBER

MARY ANNE GIRARD, MAYOR

JAIME E. SNYDER, BOROUGH MANAGER

CATHERINE M. HARPER, BOROUGH SOLICITOR

Borough of Hatfield

Montgomery County, Pennsylvania



BOROUGH COUNCIL WORKSHOP MEETING

October 5, 2022

AGENDA

CALL TO ORDER / ROLL CALL

1. APPROVAL OF MEETING AGENDA:

Motion: To Approve the Agenda of the October 5, 2022 Workshop Meeting

2. PUBLIC INPUT:

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

3. ANNOUNCEMENTS:

- Next Council Meeting October 19th Regular Meeting @ 7:30PM in Council Chambers
- Next Planning Commission Meeting is Scheduled for October 24, 2022 @ 7:00PM in Council Chambers
- HEROC is Scheduled to Meet Wednesday, October 26, 2022 @ 8:00AM in Council Chambers
- HMHS Open House Scheduled for Saturday, October 8, 2022 @ 9:00AM to 3:00PM
- The Borough Offices will be closed Monday, October 10, 2022 in Observance of the Columbus Day Holiday
- Hatfield Borough Fall Park Clean-up is Scheduled for October 29th @ 9:00AM at Heritage Park
- Halloween Happy Event is Scheduled for Monday, October 31st @ 4:30PM to 7:00PM at the Borough Office

4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

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

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

5. REPORTS AND CORRESPONDENCE:

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

6. MANAGERS REPORT:

7. NEW BUSINESS / DISCUSSION ITEMS:

- A. Resolution 2022-31 Reimbursement Agreement for E. Lincoln Avenue Bridge Grant Project
- B. Payment Request No. 2 / Final Payment for the CTP Fire House Flasher Project
- C. Payment Request No. 1 for the 2022 ADA Curb Ramp Project
- D. Payment Request No. 1 for the 2022 Roadway Resurfacing Project
- E. Annual Christmas Tree Lighting Request

8. OLD BUSINESS:

9. ACTION ITEMS:

- A. Motion to Consider Resolution 2022-31 Authorizing Borough Manager, Jaime E. Snyder, to Sign the Reimbursement Agreement with PennDOT for the E. Lincoln Avenue Bridge Reimbursement Grant Project
- B. Motion to Consider Payment Request No. 1 to Drumheller Construction Company, Inc for the 2022 ADA Curb Ramp

Replacement Project in the Amount of \$144,139.50 (one hundred forty-four thousand one hundred thirty-nine dollars and fifty cents)

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

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addressing Council**

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4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

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

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

4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Public Safety Committee Report**

4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

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

4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Utilities Committee Report**

4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Hatfield Economic Revitalization
Outreach Committee Report**

HEROC Committee Report September 28, 2022

1. Old Business

Business of the Month Recognition - Businesses that are being honored this month are Godshall's Auto Service, Hartnett's Heating and A/C, Hatfield Auto Museum and Life Storage.

Newsletter - The next addition of the newsletter will be focusing on electric power service and fire prevention week.

Quasquicentennial Celebration - Scheduled for June, 2023. The borough is looking at various fundraisers for this event including T-shirts, hoodies and other items. Also we may be starting a logo design contest for this event.

Upcoming Events - Heritage Park Cleanup scheduled for Saturday, October 29th. More details coming for Halloween Happy and the Christmas tree lighting ceremony.

2. New Business

Financial Report - The committee financial report was presented and there was a slight increase in the account balance since the last meeting due to interest posting.

Fall Fest and Car Show Wrap Up - Turnout and the weather was good with 139 cars registered for the event. Franconia Auto collected money for various charities totaling about \$700. Vendor participation was somewhat disappointing; the committee will be looking at ways to increase vendor participation, perhaps considering inviting a brewery or winery to participate depending upon the logistics and PLCB regulations.

New Park Bench - A memorial park bench has been installed in Centennial Park which was totally paid for by the family of the individual.

4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Dual Action Committee Report**

4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Mayor Mary Anne Girard Report**

Workshop Meeting 10/05/22
Mayor's Report

1. In conjunction with Borough Resident Anne Moore, I have organized a Cleanup at Heritage Park on 10/29/22 beginning at 9:00am. Event will be posted on Borough website and Facebook page. All are welcome to participate.

2. I will be attending the next meeting of the North Montco Recycling Commission on 10/13/22. Updated information about the grant money scheduled for release this year should be available.

5. REPORTS AND CORRESPONDENCE:

Monthly Investment Report

**HATFIELD BOROUGH
CASH ACCOUNTS
August 31, 2022**

	BANK BALANCE	AMOUNT
OPERATING ACCOUNT		
01 - GENERAL		
Bank Balance	\$172,587.11	
O/S CHECKS		(\$132,061.70)
DIT		0.00
		(\$132,061.70)
07- ELECTRIC		
Bank Balance	\$854,711.46	
O/S CHECKS		(\$219,773.54)
DIT		3,498.23
		(\$216,275.31)
08 - SEWER		
Bank Balance	\$267,932.20	
O/S CHECKS		(\$116,931.49)
DIT		\$1,708.34
		\$1,295,230.77
	\$1,295,230.77	(\$115,223.15)
Bank Balance		\$1,295,230.77
Book Balance		\$831,670.61
18 - CAPITAL PROJECTS SINKING		\$72,568.03
35 - HIGHWAY AID		\$208,635.36
HARLEYSVILLE SAVINGS BANK		
Priority Business Savings		\$47,088.78
Priority Business Savings (Loans)		\$682,603.27
TOTAL OF ACCOUNTS		\$1,842,566.05
ESSA		
Checking account		\$32,033.08
KEY PRIVATE INVESTMENTS		
1131 CAPITAL RESERVE MANAGED		\$443,643.96
1132 SEWER CAPITAL RESERVE MANAGED		817,720.59
1133 SEWER MANAGED		502,486.69
1134 ELECTRIC FUND MANAGED		896,905.96
		\$2,660,757.20
TOTAL OF TD BANK, HSB, ESSA & KEY PRIVATE BANK INVESTMENTS		\$4,535,356.33

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

	Gain/(Loss)	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Capital Reserve	(\$44,115.03)	\$5,195.96	(\$4,741.01)	(\$2,412.14)	(\$7,153.15)	(\$1,957.19)
Sewer Capital Reserve	(55,738.66)	7,840.65	(7,540.65)	(4,139.29)	(11,679.94)	(\$3,839.29)
Sewer Managed	(35,823.44)	4,806.81	(5,106.81)	(2,663.19)	(7,770.00)	(\$2,963.19)
Electric	(65,974.46)	8,510.05	(8,747.05)	(4,521.91)	(13,268.96)	(\$4,758.91)
Total	(\$201,651.59)	\$26,353.47	(\$26,135.52)	(\$13,736.53)	(\$39,872.05)	(\$13,518.58)

HATFIELD BOROUGH CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

YEAR 2022

2022	Capital Reserve	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$487,692.39							
January	\$481,092.84	(\$6,599.55)	-1.35%	\$407.28	(\$133.08)	(\$274.20)	(\$407.28)	\$0.00
February	\$478,513.76	(\$2,579.08)	-0.54%	\$434.05	(\$705.68)	(\$271.63)	(\$977.31)	(\$543.26)
March	\$465,773.87	(\$12,739.89)	-2.66%	\$508.20	(\$778.29)	(\$270.09)	(\$1,048.38)	(\$540.18)
April	\$450,186.62	(\$15,587.25)	-3.35%	\$535.17	(\$270.37)	(\$264.37)	(\$534.74)	\$0.43
May	\$454,194.77	\$4,008.15	0.89%	\$617.85	(\$360.74)	(\$257.11)	(\$617.85)	\$0.00
June	\$445,619.51	(\$8,575.26)	-1.89%	\$765.24	(\$558.96)	(\$558.96)	(\$1,117.92)	(\$352.68)
July	\$457,643.96	\$12,024.45	2.70%	\$932.25	(\$677.22)	(\$255.03)	(\$932.25)	\$0.00
August	\$443,577.36	(\$14,066.60)	-3.07%	\$995.92	(\$1,256.67)	(\$260.75)	(\$1,517.42)	(\$521.50)
September								\$0.00
October								\$0.00
November								\$0.00
December								\$0.00
		(\$44,115.03)		\$5,195.96	(\$4,741.01)	(\$2,412.14)	(\$7,153.15)	(\$1,957.19)

HATFIELD BOROUGH SEWER CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

YEAR 2022

2022	Sewer Capital	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$873,459.25							
January	\$865,417.55	(\$8,041.70)	-0.92%	\$569.86	(\$569.86)	(\$490.09)	(\$1,059.95)	(\$490.09)
February	\$861,420.14	(\$3,997.41)	-0.46%	\$496.78	(\$496.78)	(\$487.80)	(\$984.58)	(\$487.80)
March	\$844,769.21	(\$16,650.93)	-1.93%	\$584.98	(\$584.98)	(\$486.21)	(\$1,071.19)	(\$486.21)
April	\$829,293.15	(\$15,476.06)	-1.83%	\$869.23	(\$869.23)	(\$479.48)	(\$1,348.71)	(\$479.48)
May	\$833,817.91	\$4,524.76	0.55%	\$986.10	(\$986.10)	(\$473.61)	(\$1,459.71)	(\$473.61)
June	\$823,896.28	(\$9,921.63)	-1.19%	\$1,309.22	(\$1,309.22)	(\$775.40)	(\$2,084.62)	(\$775.40)
July	\$834,042.12	\$10,145.84	1.23%	\$1,293.54	(\$993.54)	(\$471.50)	(\$1,465.04)	(\$171.50)
August	\$817,720.59	(\$16,321.53)	-1.96%	\$1,730.94	(\$1,730.94)	(\$475.20)	(\$2,206.14)	(\$475.20)
September								\$0.00
October								\$0.00
November								\$0.00
December								\$0.00
		(\$55,738.66)	-6.52%	\$7,840.65	(\$7,540.65)	(\$4,139.29)	(\$11,679.94)	(\$3,839.29)

HATFIELD BOROUGH SEWER INVESTMENT ACCOUNT SUMMARY

YEAR 2022

2022	Sewer Managed	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$538,310.13							
January	\$533,287.28	(\$5,022.85)	-0.93%	\$350.16	(\$350.16)	(\$302.66)	(\$652.82)	(\$302.66)
February	\$530,689.47	(\$2,597.81)	-0.49%	\$324.52	(324.52)	(300.59)	(\$625.11)	(\$300.59)
March	\$520,266.51	(\$10,422.96)	-1.96%	\$381.13	(381.13)	(299.54)	(\$680.67)	(\$299.54)
April	\$509,606.48	(\$10,660.03)	-2.05%	\$513.45	(513.45)	(295.29)	(\$808.74)	(\$295.29)
May	\$512,482.62	\$2,876.14	0.56%	\$590.16	(590.16)	(291.04)	(881.20)	(\$291.04)
June	\$505,929.86	(\$6,552.76)	-1.28%	\$777.94	(1,077.94)	(592.20)	(1,670.14)	(\$892.20)
July	\$513,085.96	\$7,156.10	1.41%	\$822.24	(822.24)	(289.54)	(1,111.78)	(\$289.54)
August	\$502,486.69	(\$10,599.27)	-2.07%	\$1,047.21	(1,047.21)	(292.33)	(1,339.54)	(\$292.33)
September								\$0.00
October								\$0.00
November								\$0.00
December								\$0.00
TOTALS		(\$35,823.44)	-6.80%	\$4,806.81	(5,106.81)	(2,663.19)	(7,770.00)	(2,963.19)

HATFIELD BOROUGH ELECTRIC INVESTMENT ACCOUNT SUMMARY

YEAR 2022

2022	Electric	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$962,880.41							
January	\$954,186.60	(\$8,693.81)	-0.90%	\$570.07	(\$507.07)	(\$541.36)	(\$1,048.43)	(\$478.36)
February	\$949,261.14	(\$4,925.46)	-0.52%	\$589.14	(\$589.14)	(\$537.81)	(\$1,126.95)	(\$537.81)
March	\$930,183.01	(\$19,078.13)	-2.01%	\$724.63	(\$724.63)	(\$535.78)	(\$1,260.41)	(\$535.78)
April	\$908,906.92	(\$21,276.09)	-2.29%	\$884.06	(\$884.06)	(\$527.94)	(\$1,412.00)	(\$527.94)
May	\$914,255.80	\$5,348.88	0.59%	\$1,030.18	(\$1,030.18)	(\$519.07)	(\$1,549.25)	(\$519.07)
June	\$902,095.35	(\$12,160.45)	-1.33%	\$1,345.86	(\$1,645.86)	(\$821.25)	(\$2,467.11)	(\$1,121.25)
July	\$917,001.11	\$14,905.76	1.65%	\$1,522.63	(\$1,522.63)	(\$516.24)	(\$2,038.87)	(\$516.24)
August	\$896,905.95	(\$20,095.16)	-2.19%	\$1,843.48	(\$1,843.48)	(\$522.46)	(\$2,365.94)	(\$522.46)
September								\$0.00
October								\$0.00
November								\$0.00
December								\$0.00
TOTALS		(\$65,974.46)		\$8,510.05	(\$8,747.05)	(\$4,521.91)	(\$13,268.96)	(\$4,758.91)

5. REPORTS AND CORRESPONDENCE:

Monthly EIT / LST Report

HATFIELD BOROUGH
 Berkheimer Comparative
 2017-2022 Earned Income Tax

(Report as of 9/29/2022)

Month	2022	2021	2020	2019	2018	2017	Month	2022	2021	2020	2019	2018	2017
January	349.65	897.63	1,605.42	973.81	1,305.76	245.81	July	2,313.69	1,314.93	744.95	2,462.73	1,973.92	518.12
	874.13	1,174.92	868.35	815.69	592.07	1,782.61		1,298.39	3,976.44	1,223.01	2,481.10	644.89	1,456.59
	800.44	1,119.74	998.92	914.12	1,125.14	651.26		873.81	2,035.02	634.31	805.36	1,323.77	1,559.70
	1,248.17	516.76	2,805.81	722.35	1,090.52	2,653.00		1,769.36	1,205.94	2,200.77	1,689.60	604.96	1,296.24
	2,798.24	2,033.58	1,700.01	1,293.40	2,436.46	1,433.06		2,265.33		1,050.49	886.99	3,058.34	1,579.16
	1,308.02	637.60	1,175.67	1,251.89	1,968.25	1,385.23		2,145.23		1,067.68	678.38	1,488.77	1,178.56
	1,028.54		1,753.74	702.34						2,380.30	1,251.28		1,487.87
	3,445.15			1164.51						2,707.21			3,171.78
	2,941.43			3245.28						2,733.27			
	1,295.00									620.75			
										1,381.49			
Month Total	16,088.77	6,380.23	10,907.92	11,083.39	8,518.20	8,150.97	Month Total	10,665.81	8,532.33	16,744.23	10,255.44	9,094.65	12,248.02
YTD Total	16,088.77	6,380.23	10,907.92	11,083.39	8,518.20	8,150.97	YTD Total	257,175.24	235,461.52	230,792.09	231,307.96	224,674.16	228,040.81
February	1,896.88	1,015.31	2,618.99	5,353.21	761.04	2,254.27	August	287.65	558.35	4,689.38	5,185.15	800.24	2,078.40
	3,389.65	1,404.67	1,154.47	10,607.93	1,935.45	2,844.99		4,102.97	1,052.73	3,713.54	715.54	2,944.87	1,605.57
	2,253.01	3,413.92	6,737.26	4,967.27	951.90	3,275.29		598.85	2,072.03	943.13	1,004.48	1,593.23	2,585.83
	7,894.07	6,497.09	2,195.49	9,525.63	2,202.98	2,830.90		1,579.27	3,129.20	2,366.86	2,024.31	2,452.77	5,237.07
	3,450.18	2,685.50	1,739.30	7,476.14	4,089.83	595.93		796.15	3,391.96	3,342.63	3,236.05	2,983.92	9,656.89
	7,284.23	5,027.63	6,758.94	4,242.59	5,829.73	5,070.53		2,858.40	974.10	4,374.60	2,802.73	1,721.57	4,782.38
	6,401.96	12,077.62	5,019.71	5,744.09	5,627.93	3,367.39		2,999.52	3,656.99	4,402.94	9,448.79	3,287.03	4,088.36
	3,938.27	7,563.81	8,048.59	5,982.69	2,705.79	5,727.74		3,872.55	9,490.48	9,414.71	4,396.99	3,918.13	4,160.35
	9,162.41	12,150.83	5,962.24	4,466.18	5,767.75	8,219.66		2,002.72	4,257.91	6,009.96	2,023.85	7,931.75	4,036.30
	5,285.32	6,064.53	626.35	3,705.99	4,625.01	6,321.31		10,922.42	2,301.14	3,748.13	1,227.10	5,778.05	1,765.43
	2,990.39	4,692.13	3,399.64	3,383.48	3,007.26	2,469.57		3,133.12	3,039.24	4,924.28	4,730.84	4,209.91	3,428.67
	1,792.57	3,249.18	2,867.27	5,083.00	5,548.80	2,853.17		2,890.37	9,084.47	5,107.35	9,964.78	5,835.90	4,526.17
	6,598.77	3,987.61	6,582.96	2,401.37	2,356.02	6,521.76		3,089.07	6,918.54	6,633.39	12,334.88	3,485.34	5,462.31
	6,810.35	8,765.07	5,083.15	1,406.49	2,329.15	2,376.46		3,645.45	6,723.87	6,603.46	4,071.89	5,736.19	2,297.85
	2,690.03	2,068.74	12,700.19		2,302.49	5,301.07		7,891.69	5,651.24	8,446.28	4,674.67	5,294.07	3,535.73
	8,666.29	2,455.14	4,639.66		5,741.68	3,650.83		3,646.00	2,964.63	2,726.28	3,347.94	10,119.90	2,517.07
					2,938.40	3,211.46		12,713.22	10,120.00		5,911.40	6,949.50	2,496.35
					7,832.19			3,842.87			2,123.39	1,829.36	3,282.11
								3,930.48					
Month Total	80,504.38	83,118.78	76,134.21	74,346.06	66,553.40	66,892.33	Month Total	74,802.77	75,386.88	77,446.92	79,224.78	76,871.73	67,542.84
YTD Total	96,593.15	89,499.01	87,042.13	85,429.45	75,071.60	75,043.30	YTD Total	331,978.01	310,848.40	308,239.01	310,532.74	301,545.89	295,583.65
March	248.37	1,405.81	495.61	1,100.74	4,889.69	4,397.45	September	6,748.05	985.69	772.18	466.77	188.66	2,713.87
	657.58	2,778.22	712.45	338.84	470.52	1,198.08		5,660.63	5,439.47	5,186.01	2,067.30	870.99	1,383.60
	1,626.56	6,670.97	4,732.80	949.19	2,662.29	963.81		1,046.01	4,890.58	4,827.34	3,894.70	5,016.64	999.58
	641.62	2,530.21	4,074.50	9,631.68	3,309.44	647.44		3,657.63	2,727.80	2,168.47	2,679.82	5,218.07	969.65
	3,875.06	786.63	2,324.82	5,753.80	3,267.60	738.96		3,472.75		712.23	4,281.46	4,416.91	4,254.94
	2,934.35	1,241.80	1,067.87	1,558.27	7,571.44	2,025.84		2,238.47		2,332.14	2,529.21	853.66	2,092.45
	3,259.45	3,221.94	2,413.31	603.40	1,082.75	3,644.41		1,715.33				887.17	2,736.15
	2,226.26	1,440.49	1,989.90		573.60	3,886.47		2,027.57					1,904.52
	1,842.27	684.16	788.00		595.31	4,517.33		2,956.02					1,968.33
	1,958.44	969.07	2,306.85		1,347.03	915.06							
					768.52	606.13							
Month Total	19,269.96	21,729.30	20,906.11	19,935.92	26,538.19	23,540.98	Month Total	29,522.46	14,043.54	15,998.37	15,919.26	17,452.10	19,023.09

HATFIELD BOROUGH
 Berkheimer Comparative
 2017-2022 Earned Income Tax

(Report as of 9/29/2022)

Month	2022	2021	2020	2019	2018	2017	Month	2022	2021	2020	2019	2018	2017
YTD Total	115,863.11	111,228.31	107,948.24	105,365.37	101,609.79	98,584.28	YTD Total	361,500.47	324,891.94	324,237.38	326,452.00	318,997.99	314,606.74
April	1,870.53	536.24	1,027.46	1,031.04	1,338.50	558.79	October		2,377.93	609.87	2,348.14	904.13	329.69
	313.47	806.74	723.41	1,847.21	912.30	632.62			538.51	1,738.74	261.22	1,298.78	1,184.44
	568.00	1,055.19	740.23	722.22	512.40	1,002.59			713.11	759.95	523.41	507.60	533.14
	1,210.64	1,634.74	2,858.30	2,373.57	537.87	1,897.36			1,485.07	2,555.52	1,716.83	2,112.50	863.47
	1,382.41	2,774.38	1,355.13	933.47	2,859.64	1,764.81			1,613.33	1,133.62	2,523.08	501.20	620.96
	2,075.59	2,051.28	4,655.27	594.25	3,930.29	3,981.60			1,191.30			1,083.69	1,301.82
	2,151.54	868.91		1,000.01		2,064.33			2,265.95			2,521.28	832.93
	2,851.71	1,148.07		1,372.78		1,416.28			2,332.25				2,120.74
	2,427.63			4,087.56		2,344.64			3,735.80				
	2,194.57					566.28							
Month Total	17,046.09	10,875.55	11,359.80	13,962.11	10,091.00	16,229.30	Month Total	-	16,253.25	6,797.70	7,372.68	8,929.18	7,787.19
YTD Total	132,909.20	122,103.86	119,308.04	119,327.48	111,700.79	114,813.58	YTD Total	361,500.47	341,145.19	331,035.08	333,824.68	327,927.17	322,393.93
May	4,459.17	1,188.18	1,911.19	2,763.50	2,063.67	2,005.43	November		1,336.32	2,777.41	1,569.44	4,903.59	1,768.92
	1,765.84	3,580.10	2,579.52	7,579.38	2,437.85	2,109.65			2,617.40	1,732.81	2,268.14	1,625.24	1,737.62
	1,748.54	2,678.53	2,859.13	1,763.69	4,620.35	2,423.11			2,526.80	874.72	818.68	3,145.82	2,667.23
	2,575.59	4,367.02	2,845.53	2,027.48	1,778.76	1,382.77			2,168.99	4,203.85	2,397.84	3,656.73	3,281.28
	5,949.59	2,494.40	5,645.72	4,147.01	3,357.84	5,056.97			3,060.98	6,702.32	4,520.15	4,768.69	6,268.07
	6,157.15	6,748.51	18,479.47	7,949.59	1,226.35	729.16			2,349.77	7,316.81	3,334.51	7,437.73	2,217.37
	2,148.79	6,484.23	7,738.65	8,653.93	3,876.62	3,937.87			4,210.67	4,442.98	3,381.56	10,469.84	3,185.12
	7,045.81	5,750.03	3,788.42	4,299.39	1,262.14	1,727.57			5,545.46	10,961.95	2,643.88	9,624.91	3,675.75
	3,065.62	4,046.08	2,642.49	3,555.35	5,090.04	3,435.49			3,304.73	4,260.51	7,852.77	5,206.41	10,095.62
	5,923.99	5,506.50	8,941.10	6,754.05	5,949.56	4,578.07			15,209.01	9,768.05	4,072.46	3,705.72	12,228.45
	18,540.07	3,706.88	7,561.21	12,334.81	7,191.94	5,156.64			8,007.43	4,132.62	10,653.14	3,977.15	4,714.78
	6,503.78	3,567.78	2,400.69	5,969.28	8,073.18	5,319.41			2,132.28	2,736.33	2,409.28	3,144.20	4,704.94
	6,660.43	2,235.76	5,726.76	4,123.29	8,706.53	2,826.37			7,163.09	2,172.42	6,616.07	5,863.74	1,858.50
	1,471.61	7,804.52		11,393.38	1,883.10	3,340.12			3,819.24	7,410.22	4,281.24	2,708.89	3,594.22
	7,016.30	4,180.55			3,029.22	6,176.53			3,303.78	5,745.19	3,932.62	2,800.94	3,091.83
	3,351.15	2,707.44			2,291.71	1,914.90			6,288.34		10,793.56	1,395.09	1,862.68
	3,067.50	1,524.99			4,593.12	6,182.51					2,496.96		
	5,787.70	13,490.65			4,876.07	4,548.79							
		2,709.41				13,473.36							
						5,197.01							
Month Total	93,238.63	84,771.56	73,119.88	83,314.13	72,308.05	81,521.73	Month Total	-	73,044.29	75,238.19	74,042.30	74,434.69	66,952.38
YTD Total	226,147.83	206,875.42	192,427.92	202,641.61	184,008.84	196,335.31	YTD Total	361,500.47	414,189.48	406,273.27	407,866.98	402,361.86	389,346.31
June	749.82	1,854.95	3,220.50	2,713.22	10,891.42	502.71	December		1,050.17	410.13	2,714.23	3,352.11	2,451.21
	1,451.89	719.21	577.58	1,216.36	2,456.00	626.15			1,162.50	1,005.12	4,944.30	1,486.54	1,810.39
	821.85	938.37	590.96	3,154.10	943.66	910.73			623.74	2,575.16	3,451.39	3,390.81	803.03
	779.03	6,367.26	3,746.29	3,972.34	1,977.77	614.98			549.87	6,791.38	3,114.23	4,611.90	801.02
	922.16	4,549.27	4,143.04	3,190.49	5,675.44	5,826.90			6,957.47	4,079.92	658.42	1,867.02	1,778.84
	3,719.00	3,905.34	3,179.13	726.06	1,490.64	4,996.09			4,385.64	3,129.30	1,843.41	2,310.93	3,516.86
	2,593.17	1,122.69	2,157.65	3,438.34	2,388.63	3,421.25			1,974.99	1,123.08			5,665.69
	3,000.31	596.68	3,345.94		882.36	846.73			1,126.54				2,105.04
	3,194.42		658.85		4,864.75	1,711.94							1,040.59
	3,129.95												179.14
Month Total	20,361.60	20,053.77	21,619.94	18,410.91	31,570.67	19,457.48	Month Total	-	17,830.92	19,114.09	16,725.98	17,019.31	20,151.81
YTD Total	246,509.43	226,929.19	214,047.86	221,052.52	215,579.51	215,792.79	Grand Total	361,500.47	432,020.40	425,387.36	424,592.96	419,381.17	409,498.12

HATFIELD BOROUGH
Berkheimer Comparative
2017 - 2022 LST TAX

(Report as of 9/29/2022)

Month	2022	2021	2020	2019	2018	2017		Month	2022	2021	2020	2019	2018	2017
January	332.14	93.44	168.99	33.72	15.58	56.20		July	106.14	377.25	27.49	524.30	259.31	76.64
					508.63				537.61	632.68	593.29		727.57	607.02
										910.77				
Month Total	332.14	93.44	168.99	33.72	524.21	56.20		Month Total	643.75	1,920.70	620.78	524.30	986.88	683.66
YTD Total	332.14	93.44	168.99	33.72	524.21	56.20		YTD Total	24,431.35	21,978.62	19,393.79	20,939.03	20,771.05	18,298.78
February	1,403.93	436.37	350.79	576.73	672.03	468.04		August	820.39	615.85	15.72	988.39	1,021.80	445.60
	600.29	1,364.20	900.92	748.10					816.85	582.08	1,073.14	681.02		
	794.83	4,918.01	500.10	995.27	1,668.98	1,330.23			1,041.91	4,919.27	6,412.04	1,285.27	700.94	1,127.18
	5,118.23	1,371.18	611.10	653.32	2,770.93	696.91			1,610.06	1,707.15	774.35	6,305.29	2,969.69	1,063.01
	1,417.42	865.50	1,042.25	2,319.88	2,590.00				5,563.93			567.04	2,500.79	2,549.94
		528.58	4,235.56	2,607.58	254.47				2,346.73				2,480.47	2,285.24
														1,771.63
Month Total	9,334.70	9,483.84	7,640.72	7,900.88	7,956.41	2,495.18		Month Total	12,199.87	7,824.35	8,275.25	9,827.01	9,673.69	9,242.60
YTD Total	9,666.84	9,577.28	7,809.71	7,934.60	8,480.62	2,551.38		YTD Total	36,631.22	29,802.97	27,669.04	30,766.04	30,444.74	27,541.38
March	1,676.71	714.70	1,676.03	2,341.35	763.13	1,261.86		September	12.79	792.30	463.51	315.28	376.14	214.19
	719.06			25.47	81.55	840.11				285.87				431.32
						2,619.22								
						1,419.36								
Month Total	2,395.77	714.70	1,676.03	2,366.82	844.68	6,140.55		Month Total	12.79	1,078.17	463.51	315.28	376.14	645.51
YTD Total	12,062.61	10,291.98	9,485.74	10,301.42	9,325.30	8,691.93		YTD Total	36,644.01	30,881.14	28,132.55	31,081.32	30,820.88	28,186.89
April	34.39		60.43	196.71	352.66	240.48		October		311.77	146.06	63.69	330.79	
				509.66	584.34	847.76				734.10	634.69		556.04	
											53.07			
Month Total	34.39	-	60.43	706.37	937.00	1,088.24		Month Total	-	1,045.87	833.82	63.69	886.83	0.00
YTD Total	12,097.00	10,291.98	9,546.17	11,007.79	10,262.30	9,780.17		YTD Total	36,644.01	31,927.01	28,966.37	31,145.01	31,707.71	28,186.89
May	302.48	460.51	402.30	905.86	1,173.10	51.09		November		919.18	1,607.87	964.30	1,036.52	1,038.18
	630.75	1,692.90	1,275.28	375.32	1,797.10	1,280.28				818.70	1,716.84	955.64	1,201.68	556.11
	1,636.87	517.49	521.37	752.26	2,818.16	1,661.39				1,731.16	4,065.74	4,150.70	2,863.12	1,048.94
	4,688.75	5,320.14	3,739.00	2,351.25	1,540.23	2,587.86				4,311.42	827.46	962.79	1,440.98	1,023.72
	1,415.42	715.32	2,047.16	2,961.22	566.94							1,791.10		1,364.69
	1,642.82	7.86	575.37	669.24								200.36		2,586.01
			107.68	683.76										1,676.30
Month Total	10,317.09	8,714.22	8,668.16	8,698.91	7,895.53	5,580.62		Month Total	-	7,780.46	8,217.91	9,024.89	6,542.30	9,293.95
YTD Total	22,414.09	19,006.20	18,214.33	19,706.70	18,157.83	15,360.79		YTD Total	36,644.01	39,707.47	37,184.28	40,169.90	38,250.01	37,480.84
June	141.38	536.24	558.68	77.62	1,626.34	1,529.82		December		1,677.02	13.76		474.53	97.30
	521.24	515.48		630.41		209.35				26.53				
	710.89					515.16				585.76				
Month Total	1,373.51	1,051.72	558.68	708.03	1,626.34	2,254.33		Month Total	-	2,289.31	13.76	0.00	474.53	97.30
YTD Total	23,787.60	20,057.92	18,773.01	20,414.73	19,784.17	17,615.12		Grand Total	36,644.01	41,996.78	37,198.04	40,169.90	38,724.54	37,578.14

5. REPORTS AND CORRESPONDENCE:

Monthly YTD Report

5. REPORTS AND CORRESPONDENCE:

Police Department Report

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



October 4, 2022

Submitted by Lt. Jane E. Robertson

Hatfield Police Report for Borough Council

8/24/2022 through 10/3/2022

Activity in brief



- 460 agency cases originated in Hatfield Borough
- 31 traffic stops were conducted
- 81 incidents were handled in the Borough's core district
- 210 Borough patrols were conducted
- 20 selective enforcements were conducted
- 33 traffic citations were issued
- 19 traffic warnings were issued
- 5 crashes were investigated
- 14 building overnight checks ("NightEyes") were completed

Theft: On August 26 at about 5 p.m., officers responded to a fenced in lot in the 200 block of Union Street for a report of the theft of catalytic converters. It was reported that sometime over the last several years, unknown actor(s) clipped the fence in the rear and stole the catalytic converters from 35 vehicles stored in the lot, which had been stored there. The vehicles were all scrap vehicles that were intended to be turned into a scrap yard. It is estimated the value of the thefts at \$700 each for a total of \$24,500.

Motor vehicle theft: On September 19 at about 9:20 a.m., officers responded to a Poplar Street home for a report of a stolen motorcycle. The complainant advised he had his orange 2006 Honda CBR600 motorcycle parked in front of the residence and had last seen his motorcycle the night before at around 8 p.m. The estimated loss is \$3,500 and the investigation is ongoing.

Fraud: On September 12 at about 12:30 p.m., a business in the 200 block of West Broad Street reported receiving an email from an account posing as a legitimate business partner requesting payments of \$100,000. Upon looking at the emails more closely, it was determined that the account was not legitimate and was attempting to have the monies sent to an alternate account than usual. There was no loss of money.

Criminal Mischief: On September 8 about 3 p.m., officers responded to the 100 block of Union Street regarding vandalism to a property. The property owner took police to the rear of the property where there is wood fence facing the alleyway at the rear of the home. On the fence, four panels had obscenities spraypainted on them with a purple/pink paint. Estimated damage is \$20 for paint removal.

Fireworks: On August 27 at about 8 p.m., officers responded to the area of Jade and Jean drives for an anonymous report of fireworks in being set off in that area. Officers stood by for more than 10 minutes and there was no further evidence of fireworks.

Suspicious persons: On September 17 at about midnight, officers on patrol found four persons eating foods at the Liberty Bell Plaza. They were advised to move along and did so after cleaning up the area they were in.

Suspicious circumstance: On September 8 at about 8 a.m., officers responded to the 100 block of East Vine Street for a report of shots fired. The anonymous caller advised he heard 2 .22 caliber shots from the area behind the house. Officers checked the area and spoke with residents, who advised they heard nothing.

HATFIELD BOROUGH

Agency Activity Report

By CFS Classification

From Date: 8/24/2022 To Date: 10/2/2022

Report Date: 10/3/2022 4:11:29 PM

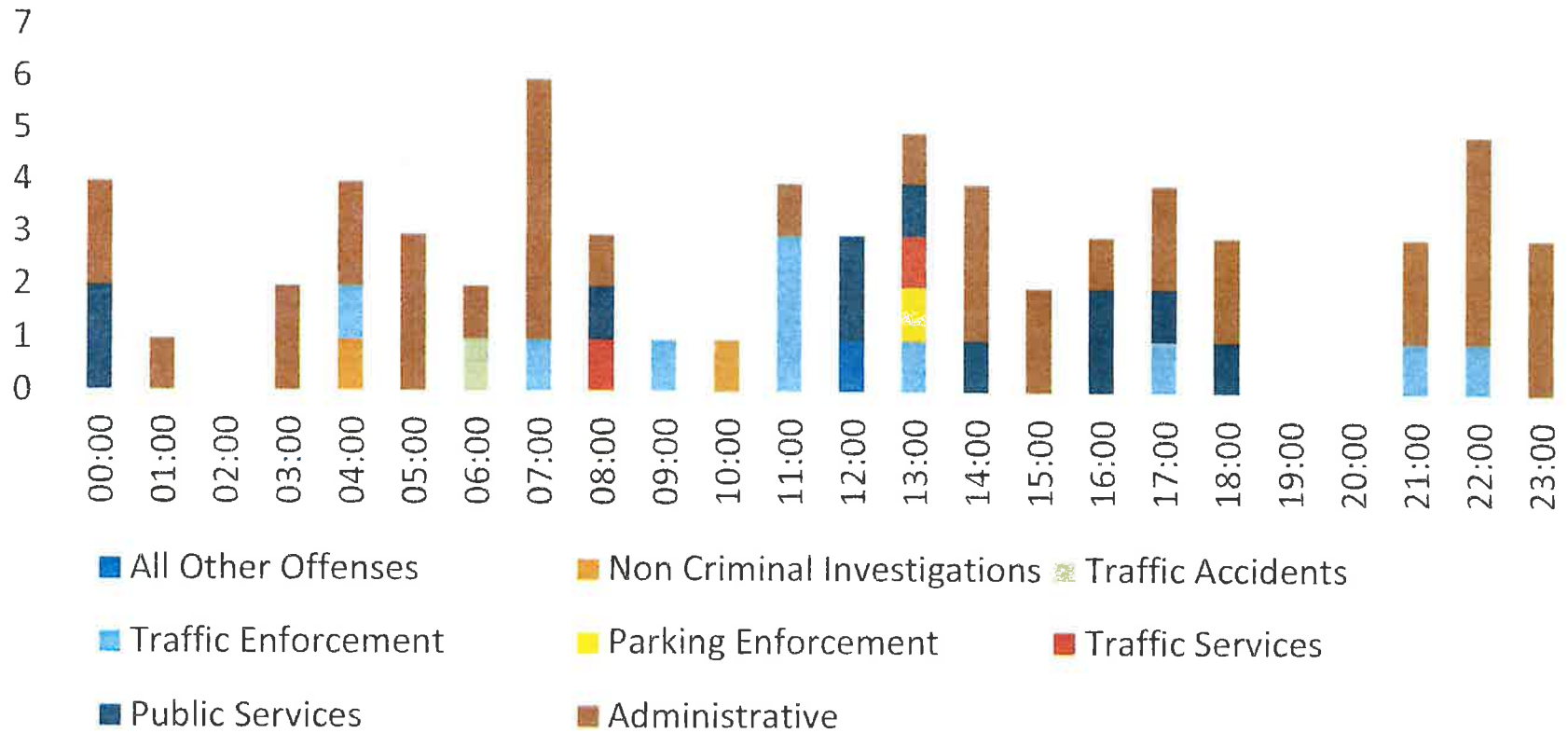
<i>Classification code</i>	<i>Description</i>	<i>Total Events</i>	<i>0000-0800</i>	<i>0801-1600</i>	<i>1601-2400</i>
0600	Theft	1	0	0	1
0700	MV Theft	1	0	1	0
0800	Other Assaults	2	1	0	1
1100	Fraud	1	0	1	0
1400	Malicious Mischief	2	0	2	0
2000	Family Offense	6	2	1	3
2400	Disorderly Conduct	1	0	0	1
2600	All Other Offenses	12	1	4	7
4000	Non Criminal Investigations	16	7	3	6
4100	Fire Related	2	0	0	2
5000	Lost Found Missing Persons	2	0	2	0
5500	Animal Complaints	1	0	1	0
6000	Traffic Accidents	5	2	2	1
6300	Traffic Enforcement	58	9	34	15
6500	Parking Enforcement	11	3	5	3
6600	Traffic Services	10	1	6	3
7000	Public Services	66	27	22	17
7500	Assist other Agency	3	1	0	2
9000	Administrative	260	102	76	82
	Total:	460	156	160	144

Traffic Enforcement Map

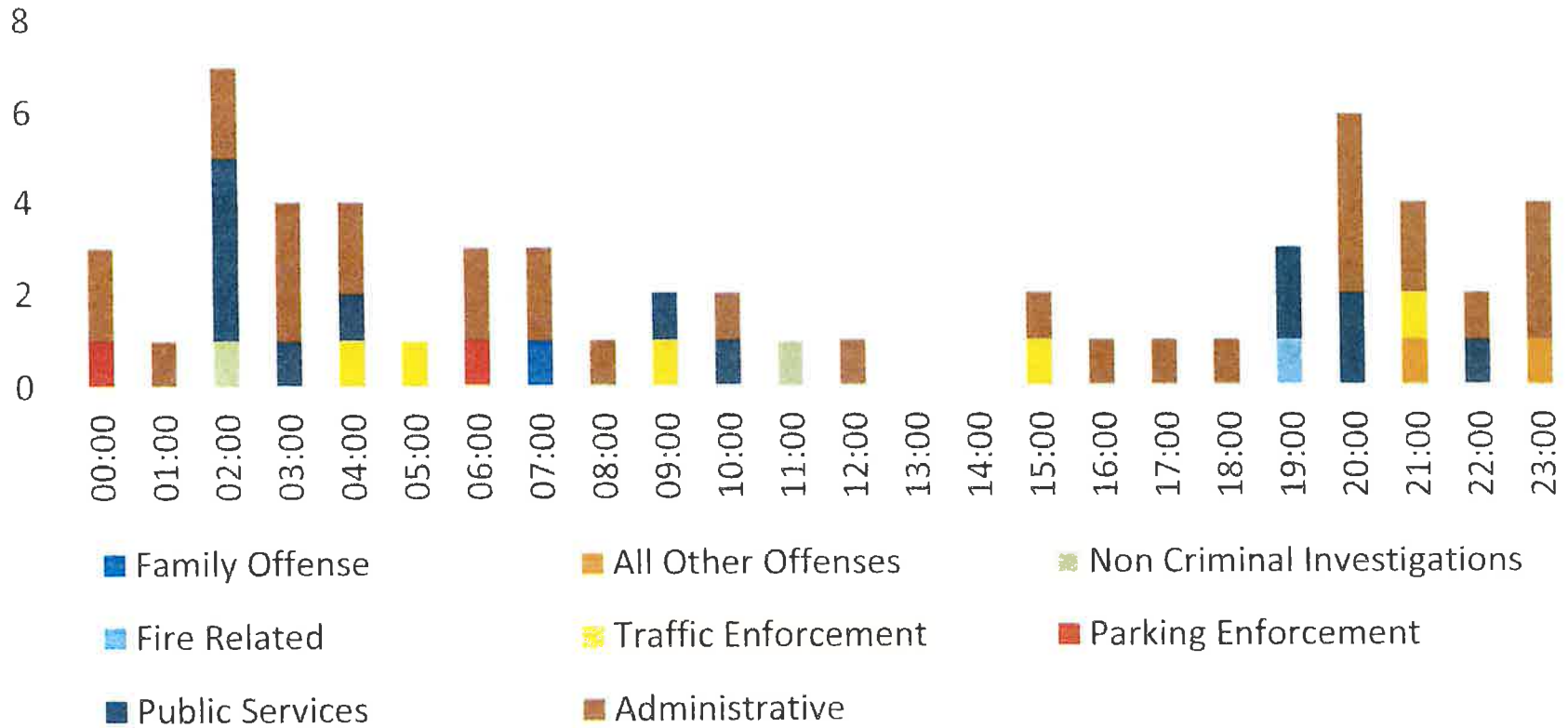
August 24, 2022-October 2, 2022



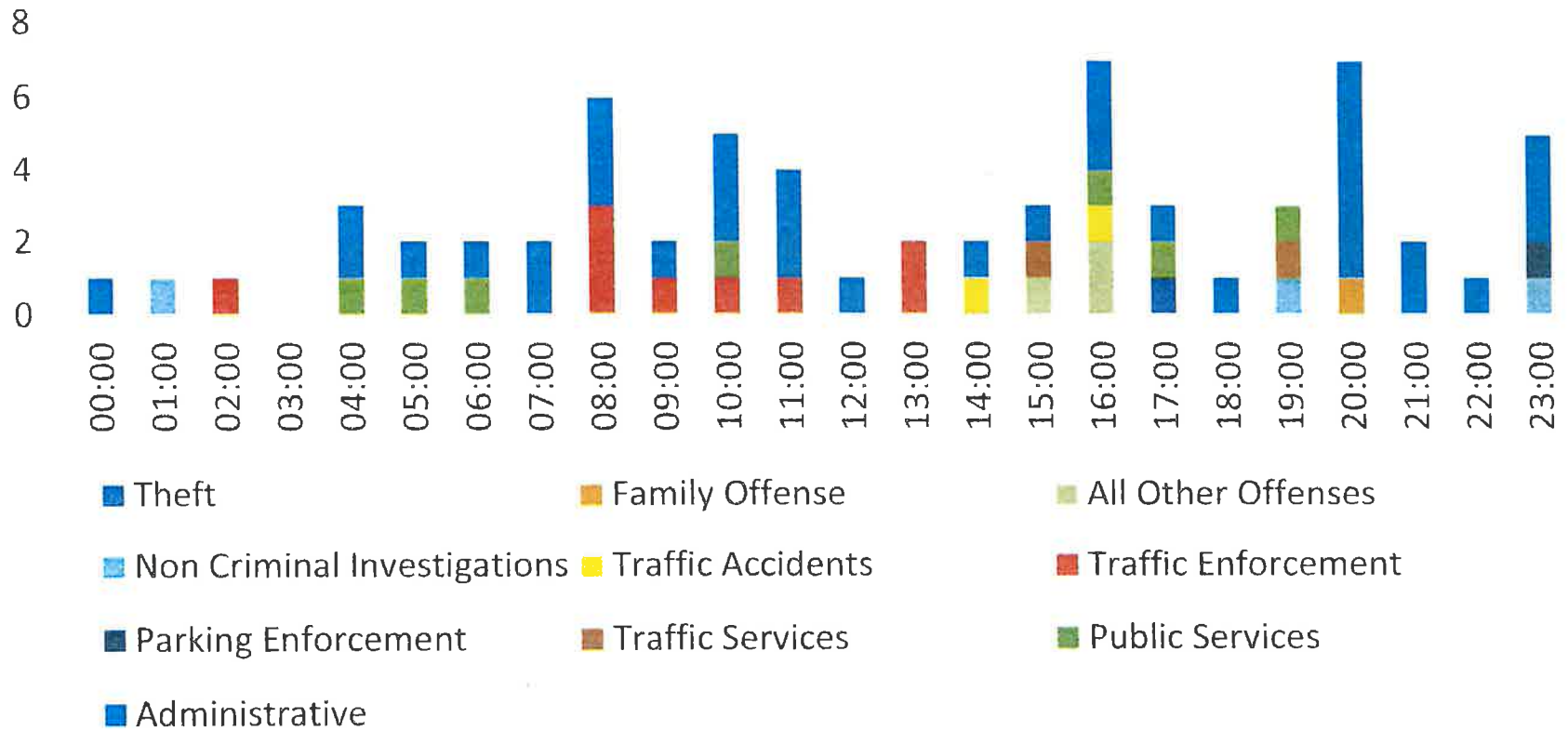
Tuesdays - 66 incidents



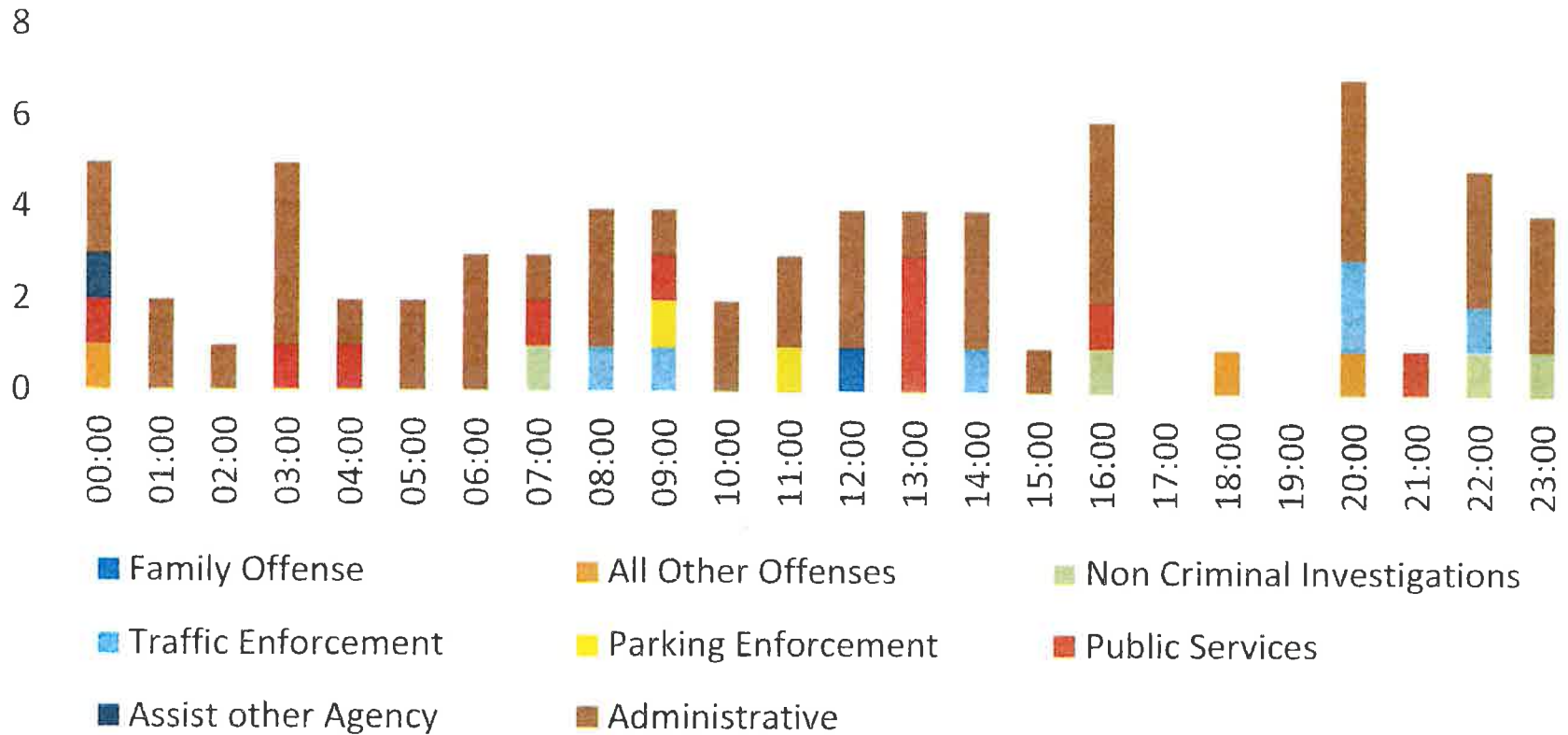
Wednesdays - 57 incidents



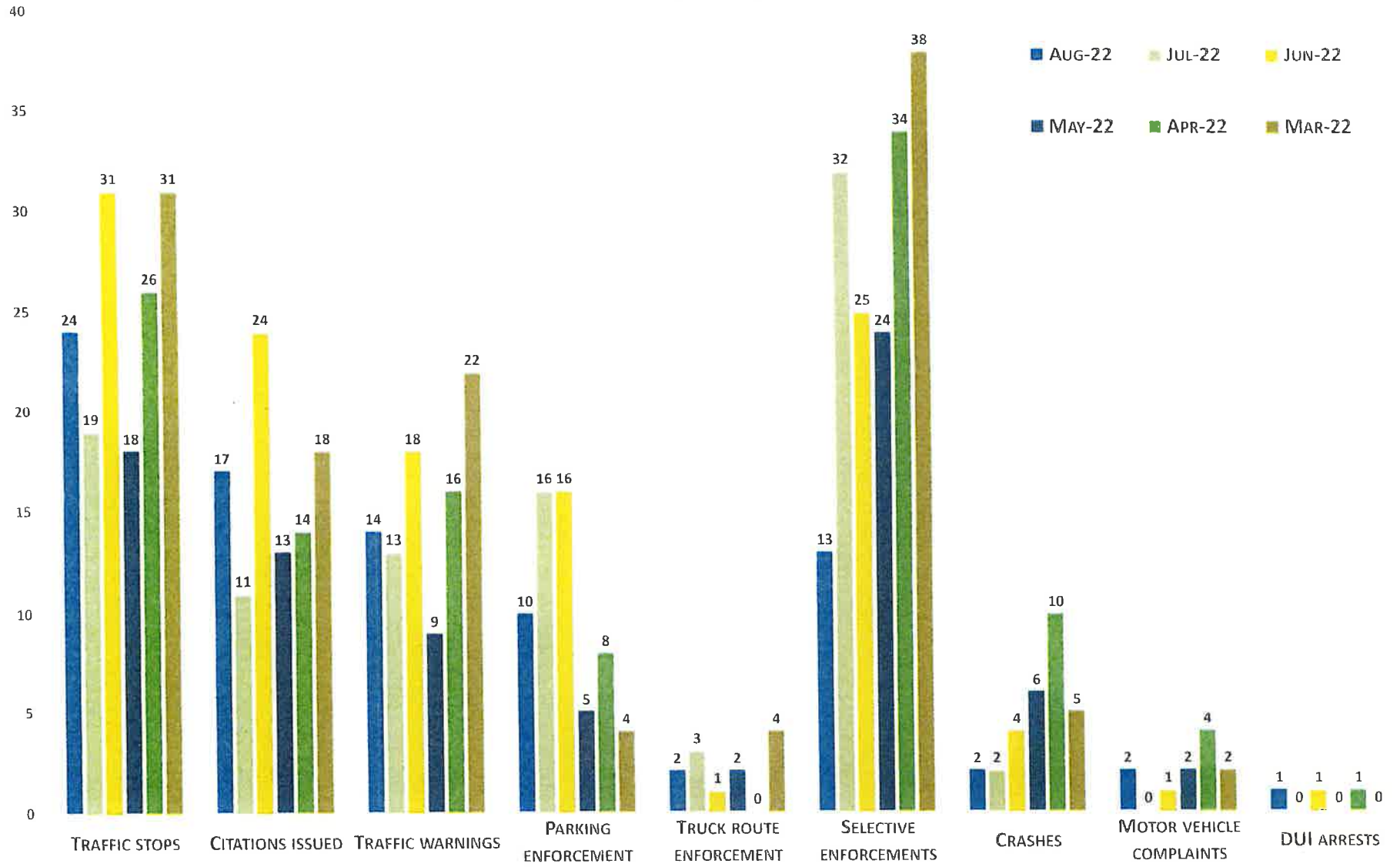
Fridays - 66 incidents



Saturdays - 73 incidents



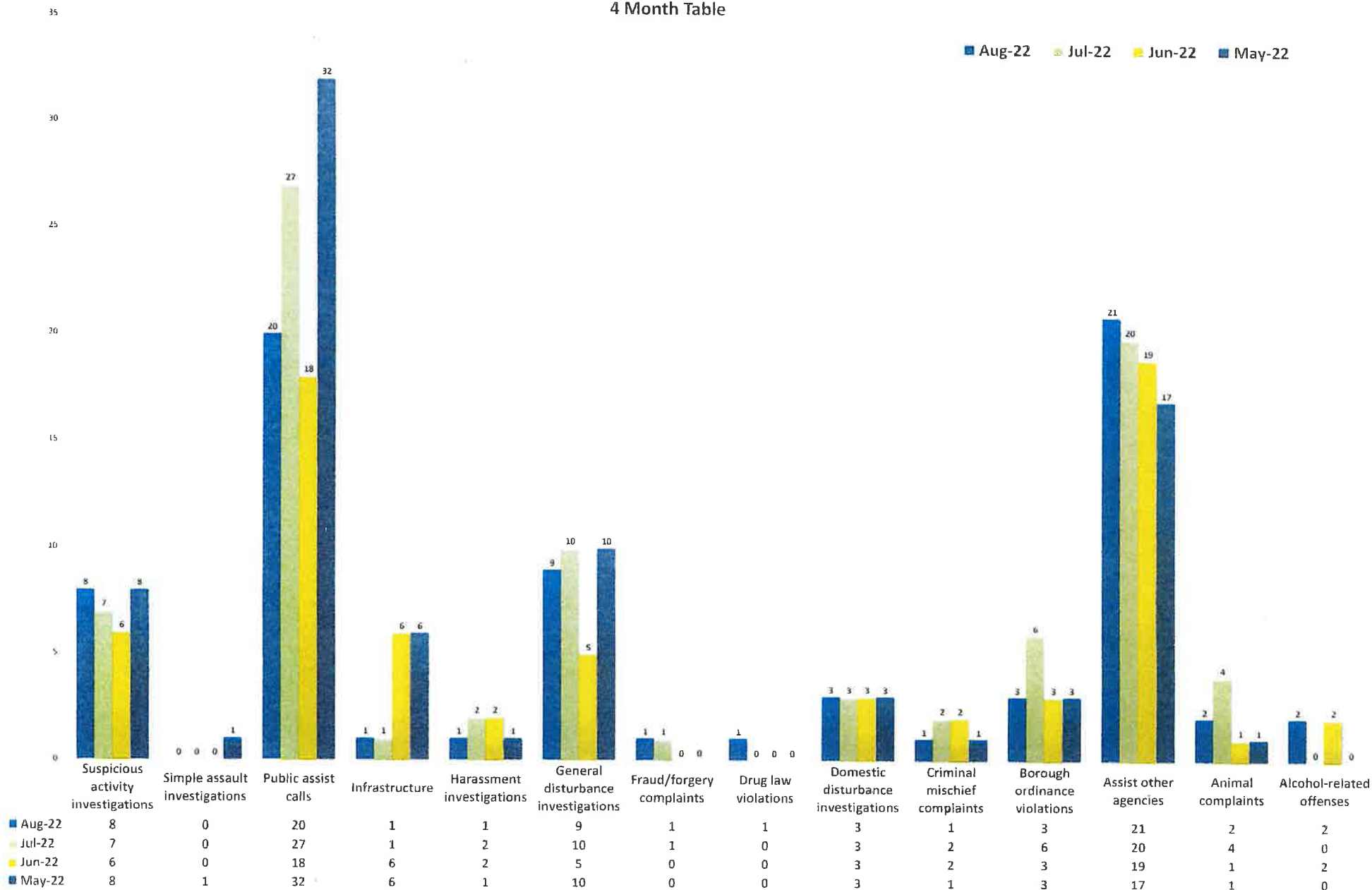
TRAFFIC ACTIVITY AND TRENDS 6 MONTH TABLE



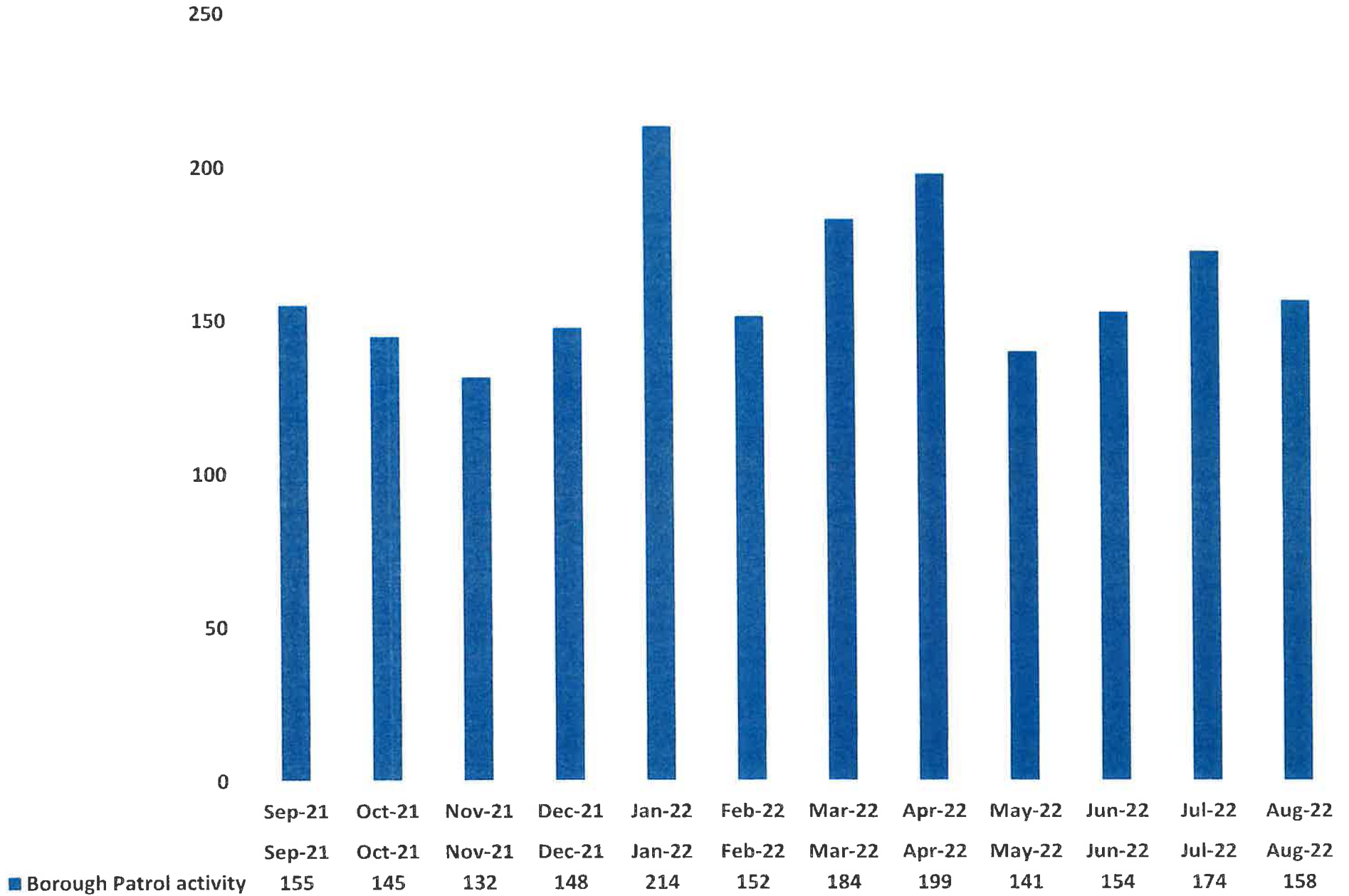
■ AUG-22	24	17	14	10	2	13	2	2	1
■ JUL-22	19	11	13	16	3	32	2	0	0
■ JUN-22	31	24	18	16	1	25	4	1	1
■ MAY-22	18	13	9	5	2	24	6	2	0
■ APR-22	26	14	16	8	0	34	10	4	1
■ MAR-22	31	18	22	4	4	38	5	2	0

Call for Service Activities & Trends 4 Month Table

■ Aug-22 ■ Jul-22 ■ Jun-22 ■ May-22



Borough Patrol activity



5. REPORTS AND CORRESPONDENCE:

Fire Department Report

HATFIELD VOLUNTEER FIRE CO.

CALL SUMMARY 1st 9 months 2022

quarter	calls	1st truck enroute	in-service hours	total personnel	personnel hours	average personnel	other hours*	training hours
1	80	4.57	46	894	511	11.2	129	1,236
2	69	4.35	42	816	491	11.8	114	952
3	81	4.75	45	905	497	11.2	138	998
4								
YTD	230	4.57	132	2,615	1,497	11.4	381	3,186
plus	14	YTD investigations						
Total calls = 244							* business meetings, investigations, etc.	
					Total days of service =		633	

MAJOR INCIDENTS (average 14.0 firefighters)

cardiac arrest calls = 10
 Sun 3/6 12:18 vehicle rescue (15)
 Tues 3/29 13:13 camper fire (13)
 Sun 4/10 1:13 vehicle fire (13)
 Sun 4/10 23:35 smoke in basement (17)
 Mon 4/25 7:28 vehicle rescue (14)
 Mon 5/9 8:17 basement fire (20)
 Sun 6/19 10:05 house siding fire (13)
 Tues 6/28 14:09 rescue at pool (10)
 Wed 6/29 19:05 industrial roof fire (14)

Mon 8/8 vehicle rescue (12)
 Tues 9/20 industrial fire (13)



RESPONSE MUNICIPALITY

Hatfield Borough	39
First Due Hatfield Twp	125
Colmar Hatfield Twp	16
Franconia	4
Hilltown	4
Lansdale	8
Lower Salford	3
Montgomery	8
Souderton	5
Towamencin	13
others	5
YTD	230

AID GIVEN OR RECEIVED

automatic aid given	41
automatic aid received	21
mutual aid given	26
mutual aid received	3
none	139
YTD	230

ENROUTE TIME

minutes	
1 or less	6
>1 to 2	14
>2 to 3	19
>3 to 4	33
>4 to 5	62
>5 to 6	55
>6 to 7	22
>7	15
YTD	226

VEHICLES RESPONDED

Engine 17-1	158
Engine 17	32
Squad 17	100
Ladder 17	106
Utility 17	6
Command 17	71
YTD	230

5. REPORTS AND CORRESPONDENCE:

EMS Report

5. REPORTS AND CORRESPONDENCE:

Public Works Department Report

Stephen S. Fickert Jr

Public Works Director/Report for September, 2022

Thursday, September 1, 2022

- Backfilled new curbs on Jade Dr
- Formed for driveway depression on Jade Dr
- Ed off

Friday, September 2, 2022

- Poured driveway depression on Jade Dr
- Cut grass at various locations
- James off ½ day
- Ed off

Saturday, September 3, 2022

Sunday, September 4, 2022

Monday, September 5, 2022

- Off for Labor Day

Tuesday, September 6, 2022

- Changed oil on 57-1, 57-13, & 57-10
- Cleaned storm sewer inlets
- Dropped off zero turn mower to Little's for repairs
- Ed off

Wednesday, September 7, 2022

- Responded to a Utility Pole that had fallen down. See attached Outage Report
- Finished blacktop on Jade Dr
- Marked PA 1 Calls
- Derik off ½ day
- Steve at PME A
- Ed off

Thursday, September 8, 2022

- Painted roads
- Steve at PMEA
- Ed off

Friday, September 9, 2022

- Painted roads
- Marked PA 1 Calls
- Steve at PMEA
- Ed off

Saturday, September 10, 2022

Sunday, September 11, 2022

Monday, September 12, 2022

- Pulled weeds in tot lots
- Cleared vines away from signs
- Collected trash from parks & buildings

Tuesday, September 13, 2022

- Spread mulch in tot lots
- Marked PA 1 Calls

Wednesday, September 14, 2022

- Swept streets
- Painted roads

Thursday, September 15, 2022

- Painted roads
- Hauled fill dirt to the quarry

Friday, September 16, 2022

- Hauled fill dirt to the quarry
- Collected trash from parks & buildings
- Cut grass at various locations
- Jack off ½ day

Saturday, September 17, 2022

Sunday, September 18, 2022

Monday, September 19, 2022

- Collected trash from parks & buildings
- Posted signs along E Lincoln and Trolley Plaza Parking lot for Fall fest
- Started excavating for the park tables at Heritage Park
- Cut grass at various locations
- James off

Tuesday, September 20, 2022

- Cut grass at various locations
- Poured concrete footers for park tables at Heritage Park
- Formed for concrete pads for park tables at Heritage Park
- Cleaned up planters at Trolley Plaza
- James off

Wednesday, September 21, 2022

- Cut grass at various locations
- Poured concrete pads around park tables at Heritage Park
- James off

Thursday, September 22, 2022

- Installed park tables at Heritage Park
- Backfilled, seeded, & laid straw around park tables
- Picked up zero turn mower from Little's
- James off

Friday, September 23, 2022

- Collected trash from parks & buildings
- Cut grass at various locations
- Swept streets
- Loaded trucks for Fall fest
- James off

Saturday, September 24, 2022

- Derik, Jack, & Steve worked Fall fest

Sunday, September 25, 2022

Monday, September 26, 2022

- Collected trash from parks & buildings
- Started aerating & overseeding parks
- Cleaned off trucks from Fall fest
- Marked PA 1 Calls
- Hung Curbside Chipping Signs

Tuesday, September 27, 2022

- Continued aerating & overseeding parks
- Patched blacktop on Jade Drive
- Removed park benches at Centennial Park

Wednesday, September 28, 2022

- Continued aerating & overseeding parks
- Poured concrete footers for park tables at Centennial Park
- Fixed street signs

Thursday, September 29, 2022

- Continued aerating & overseeding parks
- Installed park benches at Centennial Park
- Fixed street signs
- Steve, Ed, & Derik were called in after hours for a sewer main clog on Penn Ave.

Friday, September 30, 2022

- Started trimming Streetscape Trees
- Sent 57-1 to Franconia Auto for inspection
- Sent brush hog out to clear ROW's
- Swept Streets
- Collected trash from parks & buildings
- Removed tree branches from the old trolley bridge next to Forest Way

Hatfield Borough Council

From: Stephen S. Fickert

Subject: Work accomplished during the month of September, 2022

Parks Maintenance -Trash was collected at parks & buildings as needed. Brush hog was sent out to clear Right-of-Ways. Cut grass as needed. Spread Tot Lot mulch in parks. Installed two park tables at Heritage Park & Centennial Park. Aerated & overseeded select park locations.

Electric Department- Eddie's Electric came in to replace a utility pole that had fallen over.

Equipment Maintenance - Greased & power washed equipment as needed. Changed oil & filters on 57-1, 57-13, & 57-10. Sent one of the Zero Turn mowers to Little's for warranty repairs. 57-1 went to Franconia Auto for yearly inspection.

Street Maintenance - Inlets were cleaned as needed. Marked out PA-1 calls. Replaced/fixed street signs as needed. Street sweeper was sent out to sweep the streets. Painted crosswalks, Stops, Railroad's, and Vascar lines. The 2022 ADA and Mill & Overlay projects were completed.

Building Maintenance -Worked on locating the underground utilities for the Borough Hall As-Built drawing's.

Storm/Sanitary Sewer Department - Finished the curbs, sidewalks, & blacktop repairs for the Jade Drive storm sewer replacement. Steve, Ed, & Derik were called in after hours for a sewer main clog on Penn Ave. HTMA was called to assist clearing the clogged sewer main.

5. REPORTS AND CORRESPONDENCE:

Engineering Report



Memorandum

Date: September 28, 2022

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

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

From: Chad E. Camburn, P.E.

Subject: [October 2022 Engineering Report](#)
Bursich Project No. HAT-01/065075

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

CAPITAL IMPROVEMENT PROJECTS:

- **2022 ADA Ramp Replacement Project**
The scope of work includes replacing thirteen ramps along E. School Street, Orchard Lane, Forest Way, and E. Lincoln Ave.; removing two existing ramps and replacing select sidewalk areas along E. Lincoln Ave.; replacing the driveway apron at 11 Market Street; installing new curbing at the intersection of Orchard Lane and Forest Way; and replacing select areas of sidewalk and driveway aprons along Lincoln Ave. The contract was awarded to Drumheller Construction Co., Inc. The Substantial Completion deadline is July 20, 2022, and the deadline to be Ready for Final Payment is August 19.

The work has been completed, and we are currently reviewing the contractor's As-built documents.

- **2022 Roadway Resurfacing Project**
The work includes milling and overlaying Poplar Street and E. Lincoln Avenue, and repairs to Towamencin Avenue. The contract was awarded to Blooming Glen Contractors, Inc. The contractor is required to have the work Substantially Complete by September 23, 2022 and be Ready for Final Payment by October 14, 2022.

The roads have been paved, and we are currently reviewing the finished work. We are also working with the contractor to obtain closeout documents.

ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS



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

610.323.4040
www.bursich.com

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

Revised documents for the PennDOT Highway Occupancy Permit (HOP) were submitted on September 23, 2022. We are requesting a daily weekday detour to aid in construction safety and efficiency. The streets would be open for access to residences and businesses during construction hours, and would be reopened each day outside the construction times. We are continuing to work on the bid package and incorporating NPWA's plans and specifications.

As a condition of the Borough Zoning Hearing Board's Decision and Order for the development of 200 N. Main Street, the applicant will be required to install storm sewer from the property to the creek near the Post Office. We are coordinating with Borough staff to determine how this storm sewer installation may affect, or be combined with, the Broad Street and Main Street project, or if an alternate route is more appropriate considering the Borough intends to repave N. Main Street after the contract is complete.

SUBDIVISION / LAND DEVELOPMENT / PERMITS:

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

Our latest review letter was issued on August 31, 2022. At its meeting on September 21, 2022 Borough Council granted conditional Final Approval through Resolution No. 2022-29. We are currently awaiting revised documents to resolve the outstanding conditions.

- **28 N. Market St. Minor Subdivision:**
The project includes the subdivision of the property at 28 N. Market Street into two residential lots.

No Change from Previous Report - Preliminary/Final Approval was granted by Resolution No. 2022-19 at the July 20, 2022 Borough Council meeting. The applicant is working on finalizing the documents for recording.

- **23 N. Main St. Sketch Plan:**
The sketch plan includes the consolidation of two properties, and construction of a three-story 7,800 sf building consisting of offices on the first floor and 14 apartments on the second and third floors.

We are currently performing a cursory review of the sketch plan for compliance with Zoning Ordinance and general SALDO and engineering requirements and standards.

MISCELLANEOUS:

- MS4:

The preliminary design of the Heather Meadows stormwater basin retrofit has been completed. The pathogen screening of the basin has also been completed and found that pathogens exist within the basin watershed. The annual report will now be submitted to the PaDEP for review.

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

5. REPORTS AND CORRESPONDENCE:

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

Code, Zoning and Fire Safety Report – September 2022

Jamie Snyder's Memorandum List

Items on the list continue to be monitored.

Fire Inspections

Payments are still being received Scheduling is taking place as applications are received. Inspections currently being conducted on Mondays, Wednesdays and Fridays. Additional help is being provided so deadlines will be met.

Resale Inspections (6 Total)

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

Permits (14 Total Processed)

- (1) Alteration (Install French door)
- (1) Deck
- (1) 400-amp service (Due to emergency at apartments)
- (3) Roofing
- (1) Greenhouse
- (1) Patio
- (1) Sidewalks
- (4) Sewer Lateral repair
- (1) Fence

Notice of Violations (1 Total new)

464 S Main St – Oversized political sign

Non-Traffic Citations

None

Notes:

Submitted by,
Robert J. Heil
Code & Zoning Enforcement

5. REPORTS AND CORRESPONDENCE:

**Fire Marshal / Fire Safety Inspection
Report**

5. REPORTS AND CORRESPONDENCE:

Pool Advisory Report

6. MANAGERS REPORT:



Borough of Hatfield

Montgomery County, Pennsylvania

MANAGER'S REPORT General Report and Projects Update

1. Land Use & Development Updates:

- A. Edinburgh Square Subdivision
 - Current construction on all four lots
- B. Bennetts Court Land Development
 - Preliminary / Final Granted by PC
 - Final Granted by Council
- C. 43 Roosevelt Land Development
 - Developers Agreement
- D. SEPTA Property
 - Long Term Lease Agreement
- E. 200 N. Main Street (Biblical Seminary)
 - Sketch Plan submitted
 - Applying for Tax Credits for Project - 2023
- F. 28 N. Market Street Subdivision
 - Preliminary Final Granted by PC / Council
 - Working on Documents / Reviews needed for recording
- G. 23 N. Main Street
 - New Sketch Plan Submitted

2. Utility Billing Update:

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

3. 2021 Outstanding Project Updates:

- A. The East Lincoln Avenue Bridge Replacement Project
 - Submitting reimbursement paperwork for the Grant
 - Resolution on for consideration for reimbursement
- B. The Orchard Forest Way CDBG Sanitary Sewer Project
 - County approved paperwork, waiting for reimbursement

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

- C. CMAQ Grant (Synchronization of Signals)
 - Waiting on PennDOT to connect to the server
 - Computer System was installed at Borough Office

- 4. **2022 Project Updates:**
 - A. 2022 ADA Ramp & Curb & Ramp Project
 - Looking for substantial completion from the Borough
 - Punch List items

 - B. 2022 Roadway Resurfacing Project
 - Looking for substantial completion from the Borough
 - Punch List items

 - C. W. Broad Street, E. Broad Street, N. Market H2O / PA Small Water Storm and Sanitary Sewer Grant Project
 - Working on the bid package
 - HOP submitted

 - D. CTP Firehouse Flasher Grant
 - Punch List items
 - Payment Request No. 2 / Final Payment

 - E. MTF / CTP Crosswalk Grants
 - Agreements received
 - Coordination with Strom and Sanitary H2O / PA Small Water Grant Project - working with Engineer

- 5. **PMEA Update:**
 - Training scheduled in October
 - September Newsletter attached

- 6. **AMP Pennsylvania R.I.C.E. BTM Peaking Project Update:**
 - Site sign being produced
 - Working on PPL check-out list with Power Secure

- 7. **AMI Update:**
 - The AMI system is 100% installed and integrated into our system

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

- 9. **Items of Interest:**
 - Hatfield Township Golf Outing

Respectfully Submitted,
Jaime E. Snyder, Borough Manager
October 5, 2022



Save the Date!

New Location

**PMEA 2023 Annual Conference – September 6 – 8, 2023
@ Omni Bedford Springs Resort, Bedford**

The PMEAs Annual Conference is on the move! Next year, plan to join us at this beautiful and historic property – the hotel has hosted 10 U.S. presidents, including visits by seven presidents during their time in office. *Watch your inbox for exciting updates and details!*

2023 Trainings for Line Crews – Dates and Details Coming Soon

Classes to be included for 2023 are (may not be offered in the order below):

- Rubber Glove Certification
- Advanced Transformers
- Rigging
- EPZ (Equal Protection Zone) Grounding
- SafetyEx

Stay tuned for more details and please remember that class sizes are limited to be certain to register as early as possible to take advantage of this free training!

Extraterritorial Service Considerations for Municipal Electrics

By: Isaac Wakefield, Esq. & Idan Ghazanfari, Esq., Salzmann Hughes, P.C.

Most electric customers in Pennsylvania understand that their electricity comes from a public utility. Pennsylvania, however, uniquely allows boroughs to manufacture and supply electricity to ratepayers. Such borough electrics are not legally the same as public utilities and generally are not regulated by the Public Utility Commission. Accordingly, boroughs need not meet strict and costly administrative requirements that apply to utilities under the Commission's jurisdiction. This allows boroughs to provide their customers with a unique service opportunity that may be locally catered to specific needs and is more cost-effective.

One glaring exception must be kept in mind. Borough electrics can be considered public utilities when they provide service to customers beyond their corporate limits—this is sometimes referred to as "extraterritorial service." And being considered a public utility would subject the borough to Commission oversight as to its rates and service. It is therefore critical that a borough considering service to extraterritorial customers closely analyze whether doing so will create a situation where the Commission's jurisdiction will apply.



Unfortunately, there is no test based upon the number of customers served that will definitively answer that question. The exclusivity of service rather than the number of customers served defines whether providing extraterritorial service qualifies a borough electric as a public utility. In simple terms, the service must not be furnished to or for the public. To avoid the Commission's jurisdiction, the borough must be providing service only to a defined, privileged, and limited group.

The Commission itself has issued a framework to lend some clarity on the matter. Boroughs engaging in extraterritorial service are not considered public utilities where: (1) the borough never held itself out as being engaged in the business of supplying utility services to the public beyond its municipal boundary; (2) the borough passed an ordinance stating that it would apply the same rules, regulations, and rates to its extraterritorial customers as it did to customers residing within limits; (3) the borough asserted that it would not repeal or modify the ordinance without advance notice to the Commission; and (4) the borough assured the Commission that it would not solicit or serve any additional extraterritorial customers beyond those already being served.

Service Considerations (continued)

The reasoning behind Commission control over extraterritorial service is to protect consumers' interests. For example, if a borough is providing extraterritorial service and elects to raise rates, what recourse would affected ratepayers have? They do not live in the borough and so they are without the otherwise available solution of voting for borough council members that would implement changes in policy. Instead, the Commission would provide oversight and protect the consumer under such a scenario. This is a laudable policy, but it can inflict onerous requirements on unsuspecting boroughs agreeing to provide this kind of service.

Serving new ratepayers beyond a borough's boundaries can have advantages. But those advantages can be met with drawbacks if they result in the borough becoming subject to the Commission's jurisdiction. So, borough electrics must maintain a "measure twice, cut once" mentality when electing to serve extraterritorial customers. Unintended consequences are not desirable. One option for boroughs is to seek a declaratory order from the Commission directly. Another helpful option is to pursue a legal opinion on the matter from an attorney experienced with extraterritorial issues.

Salzmann Hughes, P.C. is Solicitor of PMEAs. The attorneys at Salzmann Hughes, P.C. can assist with any questions related to the new legislative measures explained in this article.

Annual Conference Highlights

This year's annual conference was packed with the latest information about energy markets, supply chain challenges, and the new infrastructure funding. PMEAs President and Chambersburg Manager, Jeffrey Stonehill, kicked off the conference at the opening reception on Wednesday evening.

Joy Ditto, President & CEO, American Public Power Association (APPA) kicked off Thursday with an update on the many issues facing public power. It was a busy year at the federal level for APPA and Joy touched on the new



infrastructure law (IJA) and some of the provisions contained in the Inflation Reduction Act. Among the challenges facing our power systems, she noted that supply chain and workforce concerns top the list.

Craig Kleinhenz, Director of Power Supply Planning for AMP, shared insights on the latest with the energy markets and what public power might expect in the months ahead. He also discussed the increases in rates that the IOUs (investor-owned utilities) and how public power communities might want to weigh their own rate increases.

With the new federal infrastructure law and the money coming to states, state level experts shared overviews of how Pennsylvania is moving forward. Brandon Carson, Executive Director of the PA Broadband Development Authority (housed under DCED), discussed the state plan and the main components of broadband funding coming under the infrastructure law - Broadband Equity, Access, and Deployment (BEAD); Digital Equity Act; and Middle Mile Infrastructure.



Colton Brown, PA Department of Environmental Protection, and Shane Rice, PA Department of Transportation, discussed state initiatives relating to electric vehicles. The state recently adopted a plan for the placement of charging stations as required under the federal law. We will have more updates on the state plan in next month's newsletter. You can access the Commonwealth's National Electric Vehicle Infrastructure (NEVI)



plan here - [About PA NEVI Plan](#). David Althoff, Director of the State Energy Programs Office (under DEP), also joined to share information about the draft of the state's grid infrastructure plan also required under the IJA which is required for the federal flow of dollars to the state. We will have more on the state's grid plan in the next newsletter. The Energy Programs Office is expected to receive \$8 million per year for 5 years to help in improving the all-hazards resilience of the electric grid and to prevent outages through: hardening of assets, real time control and coordination of system assets, and provision of tools for support modeling and analysis efforts.

(continued on next page)

Annual Conference (continued)

Joy Ditto and Jolene Thompson, President & CEO of AMP, joined Jeffrey Stonehill for a conversation about the past and the future of public power. Municipally owned and operated systems have been in existence for a long time, some as early as more than one hundred years ago. Both Ditto and Thompson felt that the challenges of supply chain and workforce would create the most pressure on systems as well as changing consumer demands and dynamics.



PMEA's James J. Havrilla Public Power Service Award was presented to Michael DeFinis, former manager of Hatfield and former PMEA board member. Named after James J. Havrilla, the award is presented to an individual who, throughout their career, has consistently demonstrated a commitment to public power. DeFinis was recognized for his many contributions to public power including his time serving on the PMEA board and assisting with the transition of the association a few years. He has been active at the state and national levels advocating for public power. As manager for Hatfield, he facilitated three major public power projects including the R.I.C.E. Program for Behind the Meter Generation, the Advanced Metering System, and backup generation for the largest electric customer in the Borough. DeFinis has been the recipient of the prestigious AMP Seven Hats Award and the APPA National Seven Hats Award.

Conference presentations can be found in the members section on the PMEA website. More on the conference in next month's newsletter...

Every year at the annual conference, attendees have an opportunity to visit with and learn more about the products and services of PMEA's associate members. This year, PMEA has published a directory of these companies and it is available to any PMEA member. If you were unable to attend the conference and would like a directory, please contact bosak@ppublicpower.org.

Associate members who participated in this year's conference:

AEP Energy Partners, Inc	Linemen's Supply Inc.
AFL	Mid Atlantic CHP Technical Assistance Partnership
Agostino Utilities	Performance Electrical Products, Inc
Altec	PowerSecure
Apex Clean Energy	Professional Computer Solutions
Cleveland Brothers Equipment Co	RJ Lang Sales, Inc
D & D Electrical Sales, Inc	RTR Energy Solutions/ Dagda Corp
Ensales, Inc	Schultheis Electric (TSB Inc.)
GDS Associates, Inc.	TESCO- The Eastern Speciality Co.
HiReli LLC	The Okonite Company
I.B. Abel, Inc.	WESCO/ANIXTER
Lekson Associates	

Chambersburg Electric Department Promotion



Chambersburg Council recently moved to promote Jeff Heverley to join Ron Pezon as Co-Directors of the Chambersburg Electric Department.

This is a unique situation made possible by the outstanding cooperation of these two management employees, the complexity of the Electric Department, and the support of the Town Council.

Ron Pezon (*pictured on the right*), PE, will continue in the capacity of **Electric Department Director - Planning & Compliance**.

Jeff Heverley (*pictured on the left*), PE, will be promoted to the capacity of **Electric Department Director - Operations**.

The two directors are both department heads. They will be working together with the Manager and Director of Utilities, Jeffrey Stonehill, and the Administrative Services Director, to manage the transition and the reorganization of the Electric Department over the next few months.

Back in Stock for a Limited Time



Show your pride in being a public power community with a magnet or sticker. We have two sizes in magnets available. If you would like magnets and/or stickers, please



email bosak@ppublicpower.org with your request. All on a first come, first served basis.

PMEA Public Power Services Program Still Available

To enhance the quality and range of services offered to our member municipalities, PMEA continues to offer the Public Power Services Program (PPSP). This program is open to all PMEA members for services related to public power only.



The PPSP is designed to provide legal, engineering, and/or management related services to PMEA members. PMEA is pleased to partner with Utility Engineers, the Meyner Center, and Salzmann Hughes for this range of services. All services requested must be public power related. Examples of possible project areas include systems design, operation or management; electric rate studies; technology implementation; organizational assessment; financial analysis; electric systems billing and collection; power purchase agreements; and more.

Once the PMEA member municipality has the initial consultation and an estimate of costs for a specific project, the member may submit an additional request to PMEA to assist in funding a portion of the project costs. Members will submit the specific project and budget information to the PMEA executive director (via the form provided on the website). All requests will be considered by the PMEA Board. PMEA has established a separate fund for this program and all requests related to public power will be honored until the allocated funds are exhausted.

If your municipality has a specific project/service need that is public power related and can be addressed by one or more of our partner providers, it may be eligible. An application is available on the PMEA website - www.papublicpower.org/services.

Associate Member Spotlight

IB Abel Inc. is an electrical contractor headquartered in York, Pennsylvania. We provide turnkey solutions to our partners and specialize in transmission, distribution, substation, electrical, communication, and engineering services throughout the Mid-Atlantic and New England Regions. Our priority is safety, quality, and productivity.



With our in-house design-build capabilities, we provide a single point of contact for all aspects of project management. From planning and engineering to installation and maintenance, our team of professionals is ready to develop a lasting relationship with you. Visit us at www.ib-abel.com or contact Shawn Sanders, Director of Substation Services, ssanders@ib-abel.com

We Want to Hear From You

Please share with us your exciting projects and photos for future newsletters. Your submissions should be sent to bosak@papublicpower.org at any time and we will use them in upcoming editions.

Pennsylvania Municipal Electric Association

1801 Market St., Suite 300
Camp Hill, PA 17011

Tel: 717-489-2088

info@papublicpower.org



Borough of Hatfield

Montgomery County, Pennsylvania

MEMORANDUM

Date: September 30, 2022

To: Borough Council

From: Public Information Coordinator Update

Subject: Monthly Update

Public Information Update is as follows:

- Social Media- We will be posting multiple bits of information and some fun activities on social media for Public Power Week this whole week. We are currently running a coloring contest for kids.
- Newsletter- The new newsletter will be going out in November. We will be including more calendar dates and information as requested by the residents.
- Fall Fest & Car Show- The Fall Fest was a huge success. Thank you to everyone that participated and volunteered. We ended the day with 139 vehicles and made \$600.00 for local charities. We also collected a large number of non-perishables for the Emmanuel Food Cupboard.
- HEROC- The businesses of the month for September are as follows:
 - Hatrick's Bar on South East Lincoln Avenue
 - Hatfield Pizza on South Main Street
 - KCBA Architects on East Broad Street
 - Sweet Gourmet on Union Street
- Upcoming events:
 - Park Clean-up event run by Mayor Girard and Borough resident Anne Moore- October 29th at 9:00 am Heritage Park
 - Halloween Happy October 31st 4:30-7:00 pm at the Borough Office.
 - Christmas Tree Lighting hosted by Grace Lutheran on December 3rd at 6:30 pm at Memorial Park.

Our next HEROC meeting is Wednesday, October 26th at 8:00 am in Borough Council Chambers.

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

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Fax:
215-855-2075

Email:
admin@
hatfieldborough.com

Website:
www.hatfieldborough.com

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

Respectfully submitted,

Lindsay Hellmann

Public Information Coordinator

Sponsorships Available:

Major Sponsor:

\$1500 (includes a foursome)

- ◆ Sign displayed on tee of hole sponsored
- ◆ Large format color Ad posted at event
- ◆ Name recognition in press releases
- ◆ Additional recognition on Township website, Twitter and ENews

Corporate Sponsor:

\$500

- ◆ Sign displayed on tee of hole sponsored
- ◆ Color Ad posted at event
- ◆ Name listed at event

Hole Sponsor

\$250

- ◆ Sign displayed on tee of hole sponsored
- ◆ Name listed at event

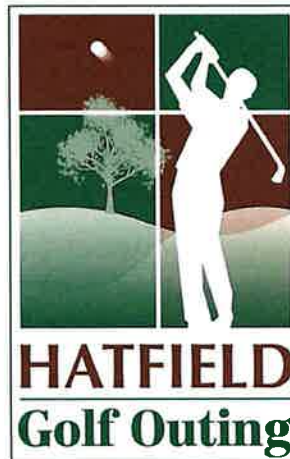
Contributor

\$100

- ◆ Name listed at event

What your \$150 fee includes:

- * Greens Fee
- * Cart
- * Scramble Format
- * Luncheon Buffet
- * Gift
- * Longest Drive Contest
- * Closest to the Pin Contest
- * Hole-In-One Contest
- * Putting Contest
- * Door Prizes
- * Awards
- * Hot Dinner Buffet



Join us Monday, October 10, 2022
at the Lederach Golf Course for an
afternoon of golf.

Golf for a good cause!

Proceeds of the outing
will benefit
Parks & Recreation Department

Schedule of Events

11:00 a.m.	Registration
11:15 a.m.	Pre-outing Lunch
12:00 p.m.	Shotgun Start
4:30 p.m.	Buffet/Awards

**Price per golfer is
only \$150**

*Donate a door prize and receive
recognition in the program!

(item donating)

7. NEW BUSINESS / DISCUSSION ITEMS:

- A. Resolution 2022-31 Reimbursement Agreement for E. Lincoln Avenue Bridge Grant Project**

**BOROUGH OF HATFIELD
MONTGOMERY COUNTY, PA**

RESOLUTION NO. 2022-31

**A RESOLUTION OF THE BOROUGH COUNCIL OF THE
BOROUGH OF HATFIELD TO DESIGNATE BOROUGH
MANAGER JAIME E. SNYDER TO SIGN THE PENNDOT
LINCOLN AVENUE BRIDGE PROJECT REIMBURSEMENT
GRANT APPLICATION AND AGREEMENT FOR HATFIELD
BOROUGH**

WHEREAS, the Borough of Hatfield has completed the Lincoln Avenue Bridge Replacement Project which is eligible for a reimbursement grant from the Pennsylvania Department of Transportation (PENNDOT) and intends now to apply for the reimbursement grant, having already applied to the program, and PENNDOT requires the submission of the Reimbursement Agreement No. R22060014 as the RETROACTIVE BRIDGE PROJECT REIMBURSEMENT GRANT AGREEMENT for the project, and

WHEREAS, Borough Council determines that it would be in the Borough's best interests to agree to the RETROACTIVE BRIDGE PROJECT REIMBURSEMENT GRANT AGREEMENT.

NOW THEREFORE, the Borough Council of the Borough of Hatfield does hereby resolve to approve the RETROACTIVE BRIDGE PROJECT REIMBURSEMENT GRANT AGREEMENT and to authorize Borough Manager/Borough Secretary JAIME E. SNYDER to sign the Agreement R22060014 in the PENNDOT RAS system or elsewhere and any other necessary documents related to the Reimbursement Grant on behalf of the Borough of Hatfield.

APPROVED this _____ day of October, 2022 with Council Members

_____ voting "Aye"

and _____ voting "Nay."

ATTEST

BOROUGH OF HATFIELD

By: _____
Jaime E. Snyder, Secretary

By: _____
Jason Ferguson, Borough Council President

Approved by the Mayor this ____ day of _____, 2022.

Approved by the Mayor this ____ day of _____, 2022.

Mayor Mary Anne Girard

I, _____, of Hatfield Borough, Montgomery County, do hereby certify that the forgoing is a true and correct copy of the Resolution adopted at a regular meeting of the Hatfield Borough Council held the ____ day of October, 2022.

Date: _____

EFFECTIVE DATE :
(Department will insert)

COUNTY : Montgomery

MUNICIPALITY : HATFIELD

DISTRICT ORG CODE : 0600

REIMBURSEMENT AGREEMENT NO. : R22060014

FID NO. : 236002872

SAP VENDOR NO. : 138943

MPMS NO. : 103461

RELATED ECMS AGREEMENT NO. :

RETROACTIVE BRIDGE PROJECT REIMBURSEMENT GRANT AGREEMENT

THIS AGREEMENT is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“DEPARTMENT”),

and

the Borough of Hatfield, of the Commonwealth of Pennsylvania, acting through its proper officials (“MUNICIPALITY”).

RECITALS:

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania, pursuant to Act 235 of 1982, as amended, has appropriated funds to aid in the removal, rehabilitation or replacement of eligible bridges under the jurisdiction of eligible local governments; and,

WHEREAS, in addition, the General Assembly of the Commonwealth of Pennsylvania, pursuant to Act 26 of 1991, as amended, has provided for the distribution of tax revenues to eligible municipalities to use in offsetting their share of the costs of removing, rehabilitating or replacing eligible bridges; and,

WHEREAS, Section 12(b) of Act 235 of 1982, as amended, authorizes the retroactive reimbursement of municipalities for moneys raised or expended in anticipation of the receipt of funds for projects itemized by that Act; and,

WHEREAS, the MUNICIPALITY, in anticipation of the receipt of funds, proceeded with the bridge project described below; and,

WHEREAS, the MUNICIPALITY will now receive funds for the bridge project described below pursuant to Act 235 of 1982, as amended, and (if applicable) from Act 26 of 1991, as amended; and,

WHEREAS, it is necessary for the parties to enter into an agreement to outline their responsibilities.

NOW, THEREFORE, the parties, intending to be legally bound, agree to the following:

1. INCORPORATION BY REFERENCE

The recitals set forth above are incorporated by reference as a material part of this Agreement.

2. GENERAL PROVISIONS

The MUNICIPALITY has completed the preliminary engineering, final design, utility relocation, right-of-way acquisition and construction, as outlined in this Agreement, for the Lincoln Avenue bridge over West Branch of Neshaminy Creek (“Project”)

in accordance with plans, policies, procedures and specifications prepared or approved by the DEPARTMENT, and with the conditions of this Agreement. The final Project cost breakdown is attached as Exhibit “A” and made a part of this Agreement.

3. DESIGN

The MUNICIPALITY, with its own forces or by contract, has performed the design of the Project consisting of both preliminary engineering, including environmental studies, and final design activities. The DEPARTMENT’s District Bridge Engineer has approved the bridge design plans for structural adequacy.

4. PERMITS AND LICENSES

The MUNICIPALITY is responsible for securing all necessary approvals, permits and licenses, from all other governmental agencies, as may have been required to complete the Project. This obligation includes preparing or revising environmental reports or other documents such as environmental impact statements, environmental assessments or categorical exclusions required by law, environmental litigation or both; and the defense of environmental litigation resulting from the planning, design or construction of the Project.

5. UTILITY CONSIDERATIONS

If any affected utility claims that the MUNICIPALITY is responsible for reimbursing the affected utility for its utility relocation costs pursuant to applicable state or local laws, the MUNICIPALITY shall furnish the DEPARTMENT with Form 4181-A, *Preliminary Estimate for Utility Relocation*. The utility shall prepare the form, which shall be accompanied by documentation justifying the MUNICIPALITY's legal obligation to reimburse the utility for utility relocation costs actually incurred by the utility. The DEPARTMENT, after review and approval of the cost estimates and documentation, will draft the necessary reimbursement agreement into which the MUNICIPALITY and the utility will enter. The DEPARTMENT will submit the agreement to the MUNICIPALITY for execution by the parties.

6. APPLICATION TO PENNSYLVANIA PUBLIC UTILITY COMMISSION

If the Project is a rail-highway crossing under the jurisdiction of the Pennsylvania Public Utility Commission ("PUC"), the DEPARTMENT and the MUNICIPALITY agree to the following:

- (a) The DEPARTMENT shall apply any costs contributed voluntarily by a railroad or allocated to the railroad by the PUC to help defray the cost of the Project to the

MUNICIPALITY's share of the Project cost. If the railroad share exceeds the MUNICIPALITY's share, the excess shall be applied to the DEPARTMENT's share.

- (b) If the PUC allocates costs to a railroad, and the railroad does not voluntarily agree to contribute the costs allocated to it by the PUC, those costs shall be shared as specified in Paragraph 10 of the Agreement.
- (c) If the PUC allocates costs to the DEPARTMENT in excess of the DEPARTMENT's share provided for in Paragraph 10 of this Agreement, the MUNICIPALITY agrees to pay those excess costs.

7. RIGHT-OF-WAY ACQUISITION

The MUNICIPALITY certifies that it acquired all right-of-way necessary to construct this Project in accordance with all of the applicable state laws, policies and procedures pertinent to right-of-way acquisition and the most current version of DEPARTMENT Publication No. 740, *Local Project Delivery Manual*.

8. AVAILABILITY OF MUNICIPAL FUNDS

The MUNICIPALITY, by executing this Agreement, certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Agreement. Further, the MUNICIPALITY, and not the DEPARTMENT, shall bear and provide for all costs incurred in excess of those costs eligible under Act 235 of 1982 and (if applicable) Act 26 of 1991, both as amended.

9. CONSTRUCTION

- (a) The MUNICIPALITY certifies that, with its own forces or by contract, it has completed all work involved with advertising, bidding and awarding the contract

for the Project and has provided staff to adequately inspect and supervise all work in accordance with all applicable state laws and requirements, including, but not limited to, those outlined in the most current version of DEPARTMENT Publication No. 9, *Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and the Liquid Fuels Tax Act 655 Dated 1956 and as Amended*.

- (b) The DEPARTMENT has viewed the completed Project and found it to be in general conformance with the plans and specifications.

10. PAYMENT PROCEDURES AND RESPONSIBILITIES

- (a) The MUNICIPALITY shall submit to the DEPARTMENT separate, final, certified invoices for the following items:
 - (i) Allowable costs for work performed by the MUNICIPALITY's forces on the Project;
 - (ii) Work performed on the Project by the MUNICIPALITY's consultants or contractors; and
 - (iii) Allowable costs incurred in the acquisition of right-of-way and utility relocations.
- (b) The DEPARTMENT shall pay the MUNICIPALITY for all but the MUNICIPALITY's share of the total allowable Project costs for preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs. Refer to Exhibit "A" for final Project cost breakdown by dollar amounts and percentages.

- (c) The MUNICIPALITY shall be responsible for costs not reimbursed by the DEPARTMENT with state funds, including, but not limited to, the following:
- (i) Any and all costs relating to or resulting from changes made to the approved plans or specifications;
 - (ii) Time delays and extensions of time or termination of construction work;
 - (iii) Interest for late payments;
 - (iv) Interest incurred by borrowing money;
 - (v) Unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation, or both, of lands for the Project or the construction of the improvements;
 - (vi) Unforeseen utility relocation costs;
 - (vii) Unforeseen costs for environmental litigation and reports; and
 - (viii) All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, construction, and right-of-way acquisition costs, but which are directly related to or caused by the planning, design or construction of the Project.
- (d) If the DEPARTMENT determines that, pursuant to this Agreement, the MUNICIPALITY is ineligible for reimbursement of any of the costs submitted under subparagraphs (a) or (b) above, the DEPARTMENT will delete those costs from the invoices and not reimburse the MUNICIPALITY for those costs. If the DEPARTMENT has already reimbursed the MUNICIPALITY for these costs, the MUNICIPALITY shall return the reimbursement to the DEPARTMENT within sixty (60) days of receipt of a statement from the DEPARTMENT. If the

MUNICIPALITY fails to return the reimbursement within the time period set forth, the MUNICIPALITY authorizes the DEPARTMENT to withhold so much of the MUNICIPALITY's Liquid Fuels Tax Fund allocation as may be necessary to reimburse the DEPARTMENT in full for all costs due.

- (e) For services performed by the DEPARTMENT, including, but not limited to, all required contract development, liaison and supervisory services, the MUNICIPALITY shall directly reimburse the DEPARTMENT for the MUNICIPALITY's share of the DEPARTMENT's incurred costs. The estimated cost of these services and the MUNICIPALITY's share, by dollar amounts and percentages, are set forth in Exhibit "A."

11. RECORDS

The MUNICIPALITY shall maintain, and shall require its consultants and contractors to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records and other evidence pertaining to costs incurred in the Project and shall make these materials available at all reasonable times during the contract period and for three (3) years beyond the termination of this Agreement, for inspection or audit by the DEPARTMENT or any other authorized representatives of the Commonwealth; and copies thereof shall be furnished, if requested. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, the MUNICIPALITY shall keep, and shall require its consultants or contractors, as applicable, to keep, a complete record of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable.

12. MAINTENANCE AND OPERATION OF THE FACILITY

- (a) The MUNICIPALITY, at its sole cost and expense, shall operate and maintain all of the completed improvements financed under this Agreement that fall under its jurisdiction. The MUNICIPALITY shall establish a formalized maintenance program to ensure an acceptable level of physical integrity and operation consistent with original design standards. The MUNICIPALITY hereby certifies that it shall make available sufficient funds to provide for the described maintenance program. This maintenance program shall include, but not be limited to the following activities:
- (i) Periodic inspections in accordance with National Bridge Inspection Standards;
 - (ii) Appropriate preventative maintenance;
 - (iii) A systematic record-keeping system; and
 - (iv) A means to handle the notification and implementation of emergency repairs.
- (b) The MUNICIPALITY acknowledges that the DEPARTMENT may disqualify the MUNICIPALITY from future state participation on MUNICIPALITY-maintained projects if the MUNICIPALITY fails to:
- (i) Provide for the proper maintenance and operation of the completed improvements; or
 - (ii) Maintain and enforce compliance with any statutes, regulations or ordinances under its jurisdiction necessary for the operation of the improvements.

- (c) The MUNICIPALITY agrees that the DEPARTMENT shall withhold state funds until the MUNICIPALITY has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to the DEPARTMENT.
- (d) This Agreement is without prejudice to the right of the MUNICIPALITY to receive reimbursement for maintenance costs from any railroad or party other than the DEPARTMENT, if so ordered by the PUC, where a rail-highway crossing bridge is under the jurisdiction of the PUC.

13. SAVE HARMLESS

The MUNICIPALITY shall indemnify, save harmless and defend (if requested) the Commonwealth of Pennsylvania, the DEPARTMENT, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, relating to personal injury, including death, or property damage, arising out of the preliminary engineering, final design, right-of-way acquisition, utility relocation, construction, operation or maintenance of the Project improvements, by the MUNICIPALITY, its consultants or contractors, their officers, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the MUNICIPALITY, its consultants or contractors, their officers, agents and employees, during the performance of the work or thereafter, or to any other cause whatever.

14. MUNICIPAL CERTIFICATION

The MUNICIPALITY certifies that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work

and procedures in general, have at all times conformed to all applicable state laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, antisolicitation, information, and reporting provisions. The MUNICIPALITY has complied, and certifies that it caused its consultants and contractors to comply, with the conditions set forth in the current version of the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, which is attached as Exhibit “B” and made a part of this Agreement. As used in this clause, the term “Contractor” means the MUNICIPALITY.

15. DEFAULT CLAUSE

If the MUNICIPALITY fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default of payment for a period of forty-five (45) days, the MUNICIPALITY authorizes the DEPARTMENT to withhold so much of the MUNICIPALITY’s Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the DEPARTMENT in full for all costs due under this Agreement; and the MUNICIPALITY hereby authorizes the DEPARTMENT to withhold such amount and to apply such funds, or portions thereof, to remedy such default.

16. CONTRACTOR INTEGRITY PROVISIONS

The MUNICIPALITY has complied, and certifies that it caused its consultants and contractors to comply, with the current version of the *Contractor Integrity Provisions*, which are attached as Exhibit “C” and made a part of this Agreement. As used in these provisions, the term “Contractor” means the MUNICIPALITY.

17. OFFSET PROVISION

The MUNICIPALITY agrees that the Commonwealth of Pennsylvania (“Commonwealth”) may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the Commonwealth against any payments due the MUNICIPALITY under any contract with the Commonwealth.

18. TERMINATION OF AGREEMENT FOR LACK OF FUNDS

The DEPARTMENT may terminate this Agreement if the DEPARTMENT does not receive the necessary state funds allotted for the purpose stated in this Agreement. Termination shall become effective as of the termination date specified in the DEPARTMENT’s written notice of termination to the MUNICIPALITY specifying the reason for termination. The DEPARTMENT shall reimburse the MUNICIPALITY for all eligible work performed under this Agreement up to the date of the notice of termination, or such other date that the notice of termination shall specify.

19. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

The MUNICIPALITY has complied, and certifies that it caused its consultants and contractors to comply, with the current version of the *Provisions Concerning the Americans with Disabilities Act*, which are attached as Exhibit “D” made a part of this Agreement. As used in these provisions, the term "Contractor" means the MUNICIPALITY.

20. CONTRACTOR RESPONSIBILITY PROVISIONS

The MUNICIPALITY has complied, and certifies that it caused its consultants and contractors to comply, with the current version of the *Contractor Responsibility Provisions*, which are attached as Exhibit “E” and made a part of this Agreement. As used in these provisions, the term “Contractor” means the MUNICIPALITY.

21. ELECTRONIC ACCESS TO ENGINEERING AND CONSTRUCTION MANAGEMENT SYSTEM

The DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, has established a program whereby political subdivisions and other entities, both public and private, are permitted to register as DEPARTMENT business partners in order to access the DEPARTMENT's Engineering and Construction Management System ("System") for the purpose of electronically submitting technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects. If the MUNICIPALITY has not already executed a Business Partner Agreement and registered with the DEPARTMENT as a business partner, to be authorized electronic access to the System for the purposes of entering information into and exchanging data with the System, the MUNICIPALITY, by executing this Agreement, authorizes the DEPARTMENT to enter electronically the data necessary to register the MUNICIPALITY as a DEPARTMENT business partner. The MUNICIPALITY understands and acknowledges that registration as a business partner is necessary for it to receive payment for the Project. Furthermore, by becoming registered as a business partner, the MUNICIPALITY agrees to the following conditions:

- (a) The MUNICIPALITY is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The MUNICIPALITY is responsible for the procurement and cost of any data communications lines required to connect to the System. The MUNICIPALITY is responsible for the cost of telephone lines and usage.

- (b) The MUNICIPALITY will be permitted access to the System as the DEPARTMENT shall direct.

- (c) The MUNICIPALITY shall implement appropriate security measures to insure that only authorized employees of the MUNICIPALITY will have access to and enter data into the System. The MUNICIPALITY agrees to assign only its current employees User Identification Internet System access codes (“User ID codes”) provided to the MUNICIPALITY by the DEPARTMENT. The MUNICIPALITY agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The MUNICIPALITY agrees to accept full responsibility for controlling the User ID codes that the MUNICIPALITY assigns to the employees of the MUNICIPALITY. The MUNICIPALITY agrees to deactivate an employee’s User ID code immediately upon the employee’s separation and/or dismissal from the employ of or association with the MUNICIPALITY. The MUNICIPALITY agrees that the MUNICIPALITY’S employees may not share User ID codes. The MUNICIPALITY agrees to be responsible for the items submitted under one of its assigned User ID codes.

- (d) The DEPARTMENT shall make provisions for the MUNICIPALITY to obtain initial training for the System. This training may not include any non-System

program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.

- (e) The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week, except for ten hours each workday when the System databases are updated. The DEPARTMENT will provide support only during the normal business hours of the DEPARTMENT offices.

22. AUTOMATED CLEARING HOUSE PROVISIONS

- (a) The Commonwealth will make payments to the MUNICIPALITY through the Automated Clearing House (“ACH”) Network. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information in the Commonwealth’s Master Database. The MUNICIPALITY will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.

(b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the MUNICIPALITY to properly apply the state agency's payment to the respective invoice or program.

(c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

23. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “F” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.

24. EFFECTIVE DATE

This Agreement will not be effective until executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1. The duration of this Agreement shall be for one (1) year from the effective date. The parties agree that the MUNICIPALITY has completed all of the work covered by the terms of this Agreement and that the MUNICIPALITY will submit invoices for reimbursement within nine (9) months of the effective date of this Agreement. If the MUNICIPALITY fails to submit its final invoices within this nine- (9-) month period, it may forfeit all state financial participation in the Project.

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

MUNICIPALITY

BY: _____
Title: _____ Date _____

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
(Asst.) District Executive Date _____

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel Date _____

Form Agreement:
OGC No. 18-FA-11.1
Approved OAG 10/27/14

BY _____
for Comptroller Operations Date _____

Reimbursement Agreement No. R22060014 is split 0 , expenditure amount of 0.00 for federal funds and 80.00 , expenditure amount of 1085200 for state funds. The related federal assistance program name and number is N/A ; N/A
The state assistance program name and number is Local Bridge Construction ; 183

PROJECT ESTIMATED COSTS

Reimbursement Agreement No: R22060014

County: Montgomery

Municipality: HATFIELD

Project Name: Lincoln Avenue over West Branch of Neshaminy Creek

MPMS No: 103461

Engineering Agreement No:

	Municipality Incurred Costs	Commonwealth Incurred Costs	Phase Totals
Preliminary Engineering	_____	_____	0
Final Design	255000	0	255000
Utilities	95000	0	95000
Right of Way	1500	0	1500
Construction	1005000	0	1005000
SUBTOTALS	1356500	0	1356500

COST SHARING (Municipality Incurred Costs)

	Federal	%	State	%	Municipality	%	Phase Totals
Preliminary Engineering	0	()	0	()	0	()	0
Final Design	0	()	204000	(80)	51000	(20)	255000
Utilities	0	()	76000	(80)	19000	(20)	95000
Right of Way	0	()	1200	(80)	300	(20)	1500
Construction	0	()	804000	(80)	201000	(20)	1005000
TOTALS	0		1085200		271300		1356500

COST SHARING (Commonwealth Incurred Costs)

	Federal	%	State	%	Municipality	%	Phase Totals
Preliminary Engineering	0	()	0	()	0	()	0
Final Design	0	()	0	(80)	0	(20)	0
Utilities	0	()	0	(80)	0	(20)	0
Right of Way	0	()	0	(80)	0	(20)	0
Construction	0	()	0	(80)	0	(20)	0
TOTALS	0		0		0		0

TOTAL COST

Federal	%	State	%	Municipality	%	Total
0	(0)	1085200	(80)	271300	(20)	1356500

Amount Eligible to be Reimbursed to Municipality

_____ 1085200

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

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

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

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

EXHIBIT B

CONTRACTOR INTEGRITY PROVISIONS

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

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. "Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. "Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. "Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. "Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. "Financial Interest"** means either:
 - (1)** Ownership of more than a five percent interest in any business; or
 - (2)** Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. "Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18* , the *4 Pa. Code §7.153(b)*, shall apply.
- g. "Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

EXHIBIT C

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

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

EXHIBIT C

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

EXHIBIT C

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

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

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

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

EXHIBIT D

Contractor Responsibility Provisions

(December 2020)

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

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

Contract Provisions – Right to Know Law

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

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

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

7. NEW BUSINESS / DISCUSSION ITEMS:

**B. Payment Request No. 2 / Final
Payment for the CTP Fire House
Flasher Project**

PAYMENT APPLICATION

TO: HATFIELD BOROUGH 401 SOUTH MAIN STREET, PO BOX 190 HATFIELD PA 19440 Attn: FROM: Charles A. Higgins & Sons, Inc PO Boc 647 Media PA 19063 FOR:	PROJECT 12062021 NAME AND LOCATION: FLASHER INSTALLATION 401 SOUTH MAIN STREET, PO BOX 190 HATFIELD PA 19440 ARCHITECT:	APPLICATION # 2 PERIOD THRU: 09/20/2022 PROJECT #s: DATE OF CONTRACT: 07/21/2022	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
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CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$61,051.40
2. SUM OF ALL CHANGE ORDERS	\$4,287.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$65,338.40
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$64,986.40
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$64,986.40
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$58,487.76
8. PAYMENT DUE	\$6,498.64
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$352.00

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

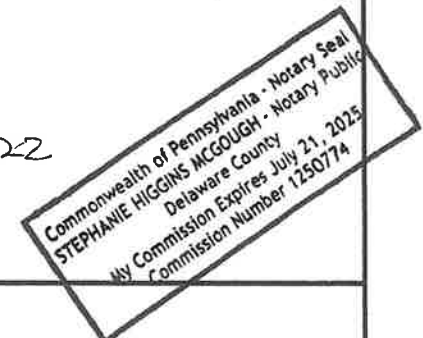
Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and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

CONTRACTOR: Charles A. Higgins & Sons, Inc
 By: *Charles A. Higgins* Date: 9/20/2022

State of: Pennsylvania
 County of: Delaware

Subscribed and sworn to before
 me this 20 day of September 2022

Notary Public: *Stephanie McGough*
 My Commission Expires: July 21, 2025



ARCHITECT'S CERTIFICATION

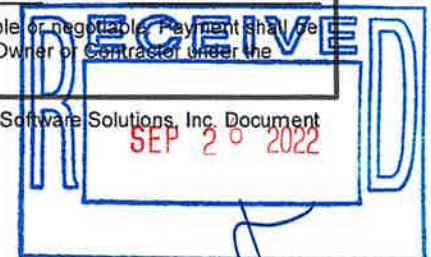
Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms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

CERTIFIED AMOUNT.....

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

ARCHITECT:
 By: _____ Date: _____

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



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: HATFIELD BOROUGH

in the sum of: \$6,498.64 Six Thousand Four Hundred Ninety - Eight and 64/100

payable to: Charles A. Higgins & Sons, Inc

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

on the job of: HATFIELD BOROUGH

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

to the following extent.

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

furnished to: HATFIELD BOROUGH

through: 09202022

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

Dated: 09/20/2022

Company: Charles A. Higgins & Sons, Inc

Signature: *Lisa Austin Higgins*

By: Lisa Austin Higgins
(Name & Title)

State of: Pennsylvania

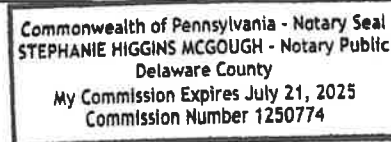
County of: Delaware

Subscribed and sworn to before me, this 20 day of September 2022

Notary Public Signature: *Stephanie Higgins McGoUGH*

Notary Public Name: Stephanie Higgins McGoUGH

My Commission Expires: July 21, 2025



CONTINUATION PAGE

PROJECT: 12062021
 FLASHER INSTALLATION

APPLICATION #: 2
 DATE OF APPLICATION: 09/20/2022
 PERIOD THRU: 09/20/2022
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

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

7. NEW BUSINESS / DISCUSSION ITEMS:

**C. Payment Request No. 1 for the 2022
ADA Curb Ramp Project**



BURSICH
ASSOCIATES

October 3, 2022

Hatfield Borough
401 South Main Street
Hatfield PA 19440

Attention: Jaime E. Snyder, Manager

RE: 2022 ADA Curb Ramp Replacement Projects
Contract No. HAT 22-01
Application for Payment 1
Bursich Project No.: HAT-01/197973.03



Dear Jaime:

We have reviewed the Contractor's Application and Certification for Payment No. 1, submitted by Drumheller Construction Company, Inc., dated October 3, 2022, for the above referenced contract. Application No. 1, in the amount of \$144,139.50, includes a request for payment for all contracted work as listed on the enclosed application, less 10% retainage. The retainage will be held until completion of all punchlist items.

We have reviewed site conditions and met with Borough staff to evaluate work performed by the contractor. Based on the work completed and compliance documents provided, **we recommend payment of \$144,139.50**, to Drumheller Construction Company, Inc. for work completed through September 23rd, 2022.

Should you have any questions or need further information, please feel free to contact me at 484-941-0448 or gus.meyer@bursich.com.

Very truly yours,

Gus Meyer
Senior Project Designer
Bursich Associates, Inc., Pottstown Office

Enclosures: Application and Certification for Payment No. 1 dated October 3, 2022
Payment Summary dated October 3, 2022
Certified Payrolls – weeks ending 8/10/2022 through 9/23/2022

ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS



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

610.323.4040
www.bursich.com

PAYMENT SUMMARY
 Hatfield Borough
 2022 ADA Curb Ramp Replacement Project
 Contract No. HAT 22-01
 10/3/2022
PAYMENT 1

				ORIGINAL CONTRACT COSTS		PAYMENTS					
						1		TOTAL		OVER / UNDER (-) ESTIMATE	
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price	Quantity	Cost	Quantity	Cost	Quantity	Cost
BASE BID											
1	CONSTRUCT ADA CONCRETE CURB RAMP										
1A	ADA Ramp No. 1 - Northern corner of N. Main St. & E. School St.	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
1B	ADA Ramp No. 2 - Eastern corner of N. Main St. & E. School St.	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
1C	ADA Ramp No. 3 - Western corner of E. School St. & Forest Way	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
1D	ADA Ramp No. 4 - Southern corner of E. School St. & Forest Way	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0.0	\$0.00
1E	ADA Ramp No. 5 - Western corner of Forest Way & Orchard Lane	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
1F	ADA Ramp No. 6 - Southern corner of Forest Way & Orchard Lane	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
1G	ADA Ramp No. 9 - Western side of E. Lincoln Ave. at Liberty Bell Trail	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0.0	\$0.00
1H	ADA Ramp No. 10 - Eastern side of E. Lincoln Ave. at Liberty Bell Trail	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0.0	\$0.00
1I	ADA Ramp No. 11 - Eastern corner of E. Lincoln Ave. & E. Broad St.	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
1J	ADA Ramp No. 12 - Southern corner of E. Lincoln Ave. & E. Broad St.	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
1K	ADA Ramp No. 13 - Southwestern corner of E. Broad St. & E. Lincoln Ave.	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
1L	ADA Ramp No. 14 - Northwestern corner of E. Broad St. & Market St.	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
1M	ADA Ramp No. 15 - Southern corner of E. Lincoln Ave. & Poplar St.	EA	1	\$7,500	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00
2	DRIVEWAY APRON A - 11 Market St.	EA	1	\$7,800	\$7,800.00	1	\$7,800.00	1	\$7,800.00	0	\$0.00
3	REMOVE ADA CURB RAMP										
3A	Remove ADA Ramp B1 - Eastern side of E. Lincoln Ave.	EA	1	\$4,500	\$4,500.00	1	\$4,500.00	1	\$4,500.00	0	\$0.00
3B	Remove ADA Ramp B2 - Western side of E. Lincoln Ave.	EA	1	\$4,500	\$4,500.00	1	\$4,500.00	1	\$4,500.00	0	\$0.00
4	ERADICATE CROSSWALK ACROSS E. LINCOLN AVE. & E. BROAD ST.	EA	1	\$2,500	\$2,500.00	1	\$2,500.00	1	\$2,500.00	0	\$0.00
5	REMOVE AND REPLACE CONCRETE SIDEWALK - SELECT AREAS	SF	675	\$15	\$10,125.00	675	\$10,125.00	675	\$10,125.00	0	\$0.00
6	REMOVE AND REPLACE CONCRETE DRIVEWAY APRON - SELECT AREAS	SF	350	\$17	\$5,880.00	350	\$5,880.00	350	\$5,880.00	0	\$0.00
7	INSTALL CONCRETE CURB AT ORCHARD LANE & FOREST WAY	LF	65	\$90	\$5,850.00	65	\$5,850.00	65	\$5,850.00	0	\$0.00
8	INSTALL STORM INLET AT ORCHARD LANE & FOREST WAY	EA	1	\$10,500	\$10,500.00	1	\$10,500.00	1	\$10,500.00	0	\$0.00
9	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	EA	1	\$6,500	\$6,500.00	1	\$6,500.00	1	\$6,500.00	0	\$0.00
10	BALANCE OF WORK	LS	1	\$4,500	\$4,500.00	1	\$4,500.00	1	\$4,500.00	0	\$0.00
					\$160,155.00	\$160,155.00		\$160,155.00		\$0.00	

CONTRACT SUMMARY:

ORIGINAL CONTRACT COST = \$160,155.00
 CHANGE ORDERS = \$0.00

TOTAL CONTRACT COST = \$160,155.00

	TOTAL CONTRACT COST	1	PAYMENTS TOTAL
SUBTOTAL =	\$160,155.00	\$160,155.00	\$160,155.00
10% RETAINAGE =		-\$16,015.50	-\$16,015.50
RELEASE OF RETAINAGE =		\$0.00	\$0.00
TOTAL PAYMENT =		\$144,139.50	\$144,139.50
REMAINING CONTRACT COST =	\$0.00		
RETAINAGE HELD FOR FINAL PAYMENT =	\$16,015.50		
TOTAL REMAINING TO BE PAID =	\$16,015.50		

7. NEW BUSINESS / DISCUSSION ITEMS:

**D. Payment Request No. 1 for the 2022
Roadway Resurfacing Project**

7. NEW BUSINESS / DISCUSSION ITEMS:

**E. Annual Christmas Tree
Lighting Request**



GRACE EVANGELICAL LUTHERAN CHURCH

40 N. Main Street, Hatfield, PA 19440-2905

Telephone: 215-855-4676

Rev. Nancy Raabe, Pastor

Kevin Freaney, Minister of Music

Website: <https://gracelutheranhatfield.org> Email: graceassistant40@gmail.com

*Our Mission: To Glorify God, To Grow in Faith, To Give in Service,
Together in Christ*

September 28, 2022

Dear Hatfield Borough Council:

Once again Grace Evangelical Lutheran Church is working to continue the tradition that the Hatfield Chamber of Commerce started many years ago. The annual Christmas Tree Lighting will be held on December 3rd at 6:30 pm. We would like to request the usage of Railroad Plaza for this event.

The day will kick off with Pets Pictures With Santa at Grace between 2:30 pm through 4:30 pm,. It will be followed at 5 pm with refreshments, games and crafts at Grace's Fellowship Hall and in their hallways. There is an outdoor area that can be used for seating for those that are uncomfortable eating inside. We hope that Philly Espresso will provide the hot chocolate and coffee and there will be cookies to go. At 6 pm the crowd will be encouraged to move to the Plaza where the tree lighting will be held at 6:30 pm. There will be caroling, an introduction and an invocation as well.

Cub Pack 510 and a local Boy Scout Troop will be helping with the games, craft and of course leading people to see the tree lighting. This year Santa will wave a magic candy cane and throw pixie dust to light the tree. After the tree is lit, pictures can be taken with Santa - outside. We understand that some families will be disappointed that we are not returning to the firehouse, but Santa and the committee believe it continues to be too much of a health risk. In the event of inclement weather, the tree will be lit virtually in Fellowship Hall at Grace.

Volunteers at Grace were pleased to host this wonderful holiday tradition for the Borough and the Township that we love. As one person told us, "It is a real Hallmark moment." We couldn't agree more.

Thank you for your consideration

Sincerely,

Peggy Schmidt

Chairman HEART Committe



8. OLD BUSINESS:

9. ACTION ITEMS:

A. Motion to Consider Resolution 2022-31 Authorizing Borough Manager, Jaime E. Snyder, to Sign the Reimbursement Agreement with PennDOT for the E. Lincoln Avenue Bridge Reimbursement Grant Project

9. ACTION ITEMS:

B. Motion to Consider Payment Request No. 1 to Drumheller Construction Company, Inc for the 2022 ADA Curb Ramp Replacement Project in the Amount of \$144,139.50 (one hundred forty-four thousand one hundred thirty-nine dollars and fifty cents)

10. MOTION to ADJOURN:

**Executive Session: Personnel, Litigation,
Real Estate**