

HATFIELD BOROUGH COUNCIL

WORKSHOP MEETING

MAY 3, 2023



**Earth Day
Community
Clean-Up**

Trails & Parks

**MAY 13TH
9:00am-12:00pm**

Our clean-up efforts will focus on:

**Centennial Park
Edgewood Park
Electric Plant Park
Heritage Park**

**Liberty Bell Trail from
East Lincoln Avenue to West Vine Street**

**Trash bags and gloves will be available for pick-up at
the Hatfield Borough Office, 401 S Main Street,
beginning at 9:00 am.**

**Bag drop off locations are listed on the back of this
flyer.**

**For more information:
lhellmann@hatfieldborough.com**

Borough giveaways for participation!

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

May 3, 2023

7:00PM

AGENDA

CALL TO ORDER / ROLL CALL

1. APPROVAL OF MEETING AGENDA:

Motion: To Approve the Agenda of the May 3, 2023 Workshop Meeting

2. PUBLIC INPUT:

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

3. ANNOUNCEMENTS:

- Next Council Meeting May 17th Regular Meeting @ 7:00PM in Council Chambers
- Public Hearing for Ordinance No. 550 Chickens: Amending Chapter 2 & Chapter 27 to be Held on May 17, 2023 @ 7:00PM in Council Chambers
- HEROC is Scheduled to Meet Wednesday, May 24, 2023 @ 8:00AM in Council Chambers
- ZHB is Scheduled to Meet Wednesday May 31, 2023 @ 7:00PM in Council Chambers
- HMHS is Scheduled to Meet Tuesday, May 23, 2023 @ 7:00PM at the HVFC
- Next Planning Commission Meeting is Scheduled for June 12, 2023 @ 7:00PM in Council Chambers
- Spring Town Hall Meeting is Scheduled for May 10, 2023 @ 7:00PM in Council Chambers
- Earth Day Park Clean up Rescheduled for Saturday, May 13th 9:00AM
- The Borough Offices will be closed Monday, May 29th in Observance of the Memorial Day Holiday

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

Phone:
215-855-0781

Fax:
215-855-2075

Email:
admin@
hatfieldborough.com

Website:
www.hatfieldborough.com

4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- Budget, Finance, and Labor Committee Report
- Planning, Building, and Zoning Committee Report
- Public Safety Committee Report
- Public Works & Property and Equipment Committee Report
- Utilities Committee Report
- Hatfield Economic Revitalization Outreach Committee Report
- Mayor Mary Anne Girard Report

5. REPORTS AND CORRESPONDENCE:

- Monthly Investment Report
- Monthly EIT / LST Report
- Monthly Zoning Hearing Board Applications
- 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 2023-05 Recognizing National Police Week
- B. Resolution 2023-06 Recognizing National EMS Week
- C. Resolution 2023-07 Recognizing Public Works Week
- D. Resolution 2023-08 Closure of Certain Borough Roads
- E. HEROC (Hatfield Economic Revitalization Outreach Committee) Appointment
- F. SEPTA Lease Agreement
- G. Fireworks Ordinance: Regulating the Use of Consumer and Display Fireworks

8. OLD BUSINESS:

- A. Ordinance No.550 Chickens: Amending Chapter 2 & Chapter 27

9. ACTION ITEMS:

- A. Motion to Consider Resolution 2023-05 Recognizing National Police Week
- B. Motion to Consider Resolution 2023-06 Recognizing National EMS Week
- C. Motion to Consider Resolution 2023-07 Recognizing Public Works Week
- D. Motion to Consider Resolution 2023-08 Authorizing the Closure of Certain Borough Roads for the 125th Anniversary
- E. Motion to Consider Appointing Johnny Constanza to fill the HEROC (Hatfield Economic Revitalization Outreach Committee Vacancy for the Term to Expire on December 31, 2024

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

2. PUBLIC INPUT:

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

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

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

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

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

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

- **Public Safety Committee Report**

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

- **Public Works & Property 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**

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

- **Mayor Mary Anne Girard Report**

Workshop Meeting 05/03/2023
Mayor's Report

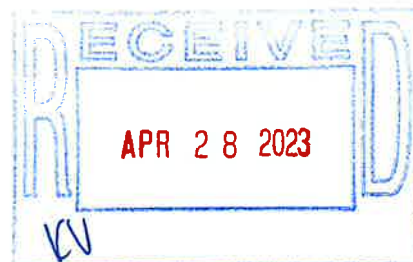
Mayor attended 2Q meeting of the North Montgomery County Recycling Commission on 04/20/2023.

Items discussed:

- A) Allocating grant money based on recycled tonnage vs. population; this change would result in HB's share to be slightly higher.
- B) Member municipalities submitted a listing of all apartment complexes located within their boundaries. DEP found that many haulers were reporting apartment recyclables as commercial rather than residential. The reimbursement rate is greater for residential. Bogia Engineers, the commission's consultant, is analyzing data to determine if haulers are categorizing recyclables correctly. Haulers will be notified if changes should be made. This could result in a larger 904 Grant.
- C) Will investigate whether changing Commission from an Intergovernmental agency to an Authority would be advantageous

Update on JCP Program

- A) No responses received from schools contacted about program
- B) Article about the JCP Program will appear in the next issue of the Borough Informer



5. REPORTS AND CORRESPONDENCE:

Monthly Investment Report

**HATFIELD BOROUGH
CASH ACCOUNTS
February 28, 2023**

	BANK BALANCE	AMOUNT
OPERATING ACCOUNT		
01 - GENERAL		
Bank Balance	\$320,501.30	
O/S CHECKS		(\$96,257.20)
DIT		0.00
		(\$96,257.20)
07- ELECTRIC		
Bank Balance	\$346,451.96	
O/S CHECKS		(\$12,250.00)
DIT		2,900.17
		(\$9,349.83)
08 - SEWER		
Bank Balance	\$145,539.20	
O/S CHECKS		\$0.00
DIT		\$548.67
		\$548.67
	\$812,492.46	\$548.67
Bank Balance		\$812,492.46
Book Balance		\$707,434.10
18 - CAPITAL PROJECTS SINKING		
		\$10,550.21
35 - HIGHWAY AID		
		\$111,368.27
HARLEYSVILLE SAVINGS BANK		
Priority Business Savings		\$94,071.67
Priority Business Savings (Loans)		\$323,160.43
TOTAL OF ACCOUNTS		
		\$1,246,584.68
ESSA		
Checking account		\$32,034.93
KEY PRIVATE INVESTMENTS		
1131 CAPITAL RESERVE MANAGED		\$432,532.74
1132 SEWER CAPITAL RESERVE MANAGED		801,515.81
1133 SEWER MANAGED		494,111.48
1134 ELECTRIC FUND MANAGED		892,856.28
		\$2,621,016.31
TOTAL OF TD BANK, HSB, ESSA & KEY PRIVATE BANK INVESTMENTS		
		\$3,899,635.92

HATFIELD BOROUGH SEWER CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

YEAR 2023

2023	Sewer Capital	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$799,305.94							
January	\$805,840.10	\$6,534.16	0.82%	\$6,143.01	(\$12,286.02)	(\$461.52)	(\$12,747.54)	(\$6,604.53)
February	\$790,700.73	(\$15,139.37)	-1.88%	\$2,275.88	(\$2,275.88)	(\$463.41)	(\$2,739.29)	(\$463.41)
March	\$801,515.81	\$10,815.08	1.37%	\$2,201.94	(\$2,201.94)	(\$457.35)	(\$2,659.29)	(\$457.35)
April							\$0.00	\$0.00
May							\$0.00	\$0.00
June							\$0.00	\$0.00
July							\$0.00	\$0.00
August							\$0.00	\$0.00
September							\$0.00	\$0.00
October							\$0.00	\$0.00
November							\$0.00	\$0.00
December							\$0.00	\$0.00
		\$2,209.87	0.31%	\$10,620.83	(\$16,763.84)	(\$1,382.28)	(\$18,146.12)	(\$7,525.29)

HATFIELD BOROUGH CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

YEAR 2023

2023	Capital Reserve	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$427,968.87							
January	\$436,605.31	\$8,636.44	2.02%	\$3,412.02	(\$6,824.04)	(\$247.11)	(\$7,071.15)	(\$3,659.13)
February	\$424,775.13	(\$11,830.18)	-2.71%	\$1,177.00	(\$1,177.00)	(\$251.08)	(\$1,428.08)	(\$251.08)
March	\$432,532.74	\$7,757.61	1.83%	\$1,175.77	(\$1,175.77)	(\$245.69)	(\$1,421.46)	(\$245.69)
April								\$0.00
May								\$0.00
June								\$0.00
July								\$0.00
August								\$0.00
September								\$0.00
October								\$0.00
November								\$0.00
December								\$0.00
		\$4,563.87		\$5,764.79	(\$9,176.81)	(\$743.88)	(\$9,920.69)	(\$4,155.90)

HATFIELD BOROUGH SEWER INVESTMENT ACCOUNT SUMMARY

YEAR 2023

2023	Sewer Managed	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$490,596.99							
January	\$495,353.80	\$4,756.81	0.97%	\$3,826.48	(\$7,652.96)	(\$283.27)	(\$7,936.23)	(\$4,109.75)
February	\$485,815.48	(\$9,538.32)	-1.93%	\$1,413.16	(1,416.16)	(284.86)	(\$1,701.02)	(\$287.86)
March	\$494,111.48	\$8,296.00	1.71%	\$1,371.16	(1,371.16)	(281.00)	(\$1,652.16)	(\$281.00)
April							\$0.00	\$0.00
May							0.00	\$0.00
June							0.00	\$0.00
July							0.00	\$0.00
August							0.00	\$0.00
September							0.00	\$0.00
October							0.00	\$0.00
November							0.00	\$0.00
December							0.00	\$0.00
TOTALS		\$3,514.49	0.75%	\$6,610.80	(10,440.28)	(849.13)	(11,289.41)	(4,678.61)

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

	<u>Gain/(Loss)</u>	<u>Income</u>	<u>Disbursements</u>	<u>Fees</u>	<u>Total Disbursements</u>	<u>Difference Income/Disbursements</u>
Capital Reserve	\$4,563.87	\$5,764.79	(\$9,176.81)	(\$743.88)	(\$9,920.69)	(\$4,155.90)
Sewer Capital Reserve	2,209.87	10,620.83	(16,763.84)	(1,382.28)	(18,146.12)	(\$7,525.29)
Sewer Managed	3,514.49	6,610.80	(10,440.28)	(849.13)	(11,289.41)	(\$4,678.61)
Electric	18,451.48	20,574.71	(19,898.13)	(1,524.33)	(21,422.46)	(\$847.75)
Total	\$28,739.71	\$43,571.13	(\$56,279.06)	(\$4,499.62)	(\$60,778.68)	(\$17,207.55)

HATFIELD BOROUGH ELECTRIC INVESTMENT ACCOUNT SUMMARY

YEAR 2023

2023	Electric	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$874,404.80							
January	\$892,742.46	\$18,337.66	2.10%	\$15,193.38	(\$13,812.38)	(\$504.88)	(\$14,317.26)	\$876.12
February	\$874,972.03	(\$17,770.43)	-1.99%	\$2,534.31	(\$2,534.31)	(\$513.38)	(\$3,047.69)	(\$513.38)
March	\$892,856.28	\$17,884.25	2.04%	\$2,847.02	(\$3,551.44)	(\$506.07)	(\$4,057.51)	(\$1,210.49)
April							\$0.00	\$0.00
May							\$0.00	\$0.00
June							\$0.00	\$0.00
July							\$0.00	\$0.00
August							\$0.00	\$0.00
September							\$0.00	\$0.00
October							\$0.00	\$0.00
November							\$0.00	\$0.00
December							\$0.00	\$0.00
TOTALS		\$18,451.48		\$20,574.71	(\$19,898.13)	(\$1,524.33)	(\$21,422.46)	(\$847.75)

5. REPORTS AND CORRESPONDENCE:

Monthly EIT / LST Report

HATFIELD BOROUGH
 Berkheimer Comparative
 2017-2022 Earned Income Tax

(Report as of 4/28/2023)

Month	2023	2022	2021	2020	2019	2018	Month	2023	2022	2021	2020	2019	2018
January	1,269.46	349.65	897.63	1,605.42	973.81	1,305.76	July	2,313.69	1,314.93	744.95	2,462.73	1,973.92	
	1,246.16	874.13	1,174.92	868.35	815.69	592.07		1,298.39	3,976.44	1,223.01	2,481.10	644.89	
	1,551.37	800.44	1,119.74	998.92	914.12	1,125.14		873.81	2,035.02	634.31	805.36	1,323.77	
	1,912.97	1,248.17	516.76	2,805.81	722.35	1,090.52		1,769.36	1,205.94	2,200.77	1,689.60	604.96	
	1,359.06	2,798.24	2,033.58	1,700.01	1,293.40	2,436.46		2,265.33		1,050.49	886.99	3,058.34	
	2,748.75	1,308.02	637.60	1,175.67	1,251.89	1,968.25		2,145.23		1,067.68	678.38	1,488.77	
	2,907.77	1,028.54		1,753.74	702.34					2,380.30	1,251.28		
		3,445.15			1164.51					2,707.21			
		2,941.43			3245.28					2,733.27			
		1,295.00								620.75			
										1,381.49			
Month Total	12,995.54	16,088.77	6,380.23	10,907.92	11,083.39	8,518.20	Month Total	-	10,665.81	8,532.33	16,744.23	10,255.44	9,094.65
YTD Total	12,995.54	16,088.77	6,380.23	10,907.92	11,083.39	8,518.20	YTD Total	144,597.02	257,175.24	235,461.52	230,792.09	231,307.96	224,674.16
February	4,002.84	1,896.88	1,015.31	2,618.99	5,353.21	761.04	August	287.65	558.35	4,689.38	5,185.15	800.24	
	745.39	3,389.65	1,404.67	1,154.47	10,607.93	1,935.45		4,102.97	1,052.73	3,713.54	715.54	2,944.87	
	1,068.20	2,253.01	3,413.92	6,737.26	4,967.27	951.90		598.85	2,072.03	943.13	1,004.48	1,593.23	
	2,322.17	7,894.07	6,497.09	2,195.49	9,525.63	2,202.98		1,579.27	3,129.20	2,366.86	2,024.31	2,452.77	
	2,136.35	3,450.18	2,685.50	1,739.30	7,476.14	4,089.83		796.15	3,391.96	3,342.63	3,236.05	2,983.92	
	1,096.05	7,284.23	5,027.63	6,758.94	4,242.59	5,829.73		2,858.40	974.10	4,374.60	2,802.73	1,721.57	
	6,451.52	6,401.96	12,077.62	5,019.71	5,744.09	5,627.93		2,999.52	3,656.99	4,402.94	9,448.79	3,287.03	
	3,084.17	3,938.27	7,563.81	8,048.59	5,982.69	2,705.79		3,872.55	9,490.48	9,414.71	4,396.99	3,918.13	
	2,957.36	9,162.41	12,150.83	5,962.24	4,466.18	5,767.75		2,002.72	4,257.91	6,009.96	2,023.85	7,931.75	
	3,474.97	5,285.32	6,064.53	626.35	3,705.99	4,625.01		10,922.42	2,301.14	3,748.13	1,227.10	5,778.05	
	6,582.47	2,990.39	4,692.13	3,399.64	3,383.48	3,007.26		3,133.12	3,039.24	4,924.28	4,730.84	4,209.91	
	8,598.03	1,792.57	3,249.18	2,867.27	5,083.00	5,548.80		2,890.37	9,084.47	5,107.35	9,964.78	5,835.90	
	3,307.50	6,598.77	3,987.61	6,582.96	2,401.37	2,356.02		3,089.07	6,918.54	6,633.39	12,334.88	3,485.34	
	4,743.36	6,810.35	8,765.07	5,083.15	1,406.49	2,329.15		3,645.45	6,723.87	6,603.46	4,071.89	5,736.19	
	2,607.12	2,690.03	2,068.74	12,700.19		2,302.49		7,891.69	5,651.24	8,446.28	4,674.67	5,294.07	
		8,666.29	2,455.14	4,639.66		5,741.68		3,646.00	2,964.63	2,726.28	3,347.94	10,119.90	
						2,938.40		12,713.22	10,120.00		5,911.40	6,949.50	
						7,832.19		3,842.87			2,123.39	1,829.36	
								3,930.48					
Month Total	53,177.50	80,504.38	83,118.78	76,134.21	74,346.06	66,553.40	Month Total	-	74,802.77	75,386.88	77,446.92	79,224.78	76,871.73
YTD Total	66,173.04	96,593.15	89,499.01	87,042.13	85,429.45	75,071.60	YTD Total	144,597.02	331,978.01	310,848.40	308,239.01	310,532.74	301,545.89
March	3,697.59	248.37	1,405.81	495.61	1,100.74	4,889.69	September	6,748.05	985.69	772.18	466.77	188.66	
	14,873.64	657.58	2,778.22	712.45	338.84	470.52		5,660.63	5,439.47	5,186.01	2,067.30	870.99	
	10,297.61	1,626.56	6,670.97	4,732.80	949.19	2,662.29		1,046.01	4,890.58	4,827.34	3,894.70	5,016.64	
	7,124.89	641.62	2,530.21	4,074.50	9,631.68	3,309.44		3,657.63	2,727.80	2,168.47	2,679.82	5,218.07	
	514.00	3,875.06	786.63	2,324.82	5,753.80	3,267.60		3,472.75		712.23	4,281.46	4,416.91	
	2,603.71	2,934.35	1,241.80	1,067.87	1,558.27	7,571.44		2,238.47		2,332.14	2,529.21	853.66	
	6,202.80	3,259.45	3,221.94	2,413.31	603.40	1,082.75		1,715.33				887.17	
	2,451.97	2,226.26	1,440.49	1,989.90		573.60		2,027.57					
	5,990.71	1,842.27	684.16	788.00		595.31		2,956.02					
	2,962.04	1,958.44	969.07	2,306.85		1,347.03		1,953.55					
	3,277.81					768.52							
	1,399.37												
Month Total	61,396.14	19,269.96	21,729.30	20,906.11	19,935.92	26,538.19	Month Total	-	31,476.01	14,043.54	15,998.37	15,919.26	17,452.10

HATFIELD BOROUGH
 Berkheimer Comparative
 2017-2022 Earned Income Tax

(Report as of 4/28/2023)

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

HATFIELD BOROUGH
Berkheimer Comparative
2018 - 2023 LST TAX

(Report as of 4/28/2023)

Month	2023	2022	2021	2020	2019	2018	Month	2023	2022	2021	2020	2019	2018
January	2,756.36	332.14	93.44	168.99	33.72	15.58	July	106.14	377.25	27.49	524.30	259.31	
	1,333.13					508.63		537.61	632.68	593.29		727.57	
									910.77				
Month Total	4,089.49	332.14	93.44	168.99	33.72	524.21	Month Total	-	643.75	1,920.70	620.78	524.30	986.88
YTD Total	4,089.49	332.14	93.44	168.99	33.72	524.21	YTD Total	19,445.12	24,431.35	21,978.62	19,393.79	20,939.03	20,771.05
February	1,527.79	1,403.93	436.37	350.79	576.73	672.03	August	820.39	615.85	15.72	988.39	1,021.80	
	530.52	600.29	1,364.20	900.92	748.10			816.85	582.08	1,073.14	681.02		
	6,599.42	794.83	4,918.01	500.10	995.27	1,668.98		1,041.91	4,919.27	6,412.04	1,285.27	700.94	
		5,118.23	1,371.18	611.10	653.32	2,770.93		1,610.06	1,707.15	774.35	6,305.29	2,969.69	
		1,417.42	865.50	1,042.25	2,319.88	2,590.00		5,563.93			567.04	2,500.79	
			528.58	4,235.56	2,607.58	254.47		2,346.73				2,480.47	
Month Total	8,657.73	9,334.70	9,483.84	7,640.72	7,900.88	7,956.41	Month Total	-	12,199.87	7,824.35	8,275.25	9,827.01	9,673.69
YTD Total	12,747.22	9,666.84	9,577.28	7,809.71	7,934.60	8,480.62	YTD Total	19,445.12	36,631.22	29,802.97	27,669.04	30,766.04	30,444.74
March	2,548.99	1,676.71	714.70	1,676.03	2,341.35	763.13	September	12.79	792.30	463.51	315.28	376.14	
	2,754.35	719.06			25.47	81.55			285.87				
	677.50												
Month Total	5,980.84	2,395.77	714.70	1,676.03	2,366.82	844.68	Month Total	-	12.79	1,078.17	463.51	315.28	376.14
YTD Total	18,728.06	12,062.61	10,291.98	9,485.74	10,301.42	9,325.30	YTD Total	19,445.12	36,644.01	30,881.14	28,132.55	31,081.32	30,820.88
April	12.78	34.39		60.43	196.71	352.66	October			311.77	146.06	63.69	330.79
	704.28				509.66	584.34				734.10	634.69		556.04
											53.07		
Month Total	717.06	34.39	-	60.43	706.37	937.00	Month Total	-	-	1,045.87	833.82	63.69	886.83
YTD Total	19,445.12	12,097.00	10,291.98	9,546.17	11,007.79	10,262.30	YTD Total	19,445.12	36,644.01	31,927.01	28,966.37	31,145.01	31,707.71
May		302.48	460.51	402.30	905.86	1,173.10	November	168.78	919.18	1,607.87	964.30	1,036.52	
		630.75	1,692.90	1,275.28	375.32	1,797.10		1,869.63	818.70	1,716.84	955.64	1,201.68	
		1,636.87	517.49	521.37	752.26	2,818.16		558.15	1,731.16	4,065.74	4,150.70	2,863.12	
		4,688.75	5,320.14	3,739.00	2,351.25	1,540.23		634.79	4,311.42	827.46	962.79	1,440.98	
		1,415.42	715.32	2,047.16	2,961.22	566.94		5,849.85			1,791.10		
		1,642.82	7.86	575.37	669.24			1,857.02			200.36		
				107.68	683.76			1,083.96					
								1,770.42					
Month Total	-	10,317.09	8,714.22	8,668.16	8,698.91	7,895.53	Month Total	-	13,792.60	7,780.46	8,217.91	9,024.89	6,542.30
YTD Total	19,445.12	22,414.09	19,006.20	18,214.33	19,706.70	18,157.83	YTD Total	19,445.12	50,436.61	39,707.47	37,184.28	40,169.90	38,250.01
June		141.38	536.24	558.68	77.62	1,626.34	December	71.87	1,677.02	13.76		474.53	
		521.24	515.48		630.41			769.15	26.53				
		710.89						150.32	585.76				
Month Total	-	1,373.51	1,051.72	558.68	708.03	1,626.34	Month Total	-	991.34	2,289.31	13.76	0.00	474.53
YTD Total	19,445.12	23,787.60	20,057.92	18,773.01	20,414.73	19,784.17	Grand Total	19,445.12	51,427.95	41,996.78	37,198.04	40,169.90	38,724.54

5. REPORTS AND CORRESPONDENCE:

Monthly Zoning Hearing Board Applications

**-103 NORTH MAIN STREET ZHB APPLICATION
Request for variance of section 27-1202.1 to
permit the conversion of a single-family
dwelling into a duplex which is not a
permitted use in an R-1 District**

April 12, 2023

Eric C. Frey, Esquire
Dischell Bartle Dooley
224 King Street
Pottstown, PA 19464

Re: Hatfield Borough Zoning Hearing Board
Application of Mark DePietro
Property: 103 N. Main Street
File No. 23-13109-MU

Dear Attorney Frey:

I am writing this letter on behalf of my client, Mark DePietro requesting an extension for the Hearing scheduled before the Hatfield Borough Zoning Hearing Board on Thursday, April 27, 2023 at 7:00 p.m. This letter serves as a formal request to extend the period set forth in the Pennsylvania Municipal Codes and the Township Zoning Ordinance for having the first hearing.

Should you have questions, please do not hesitate to contact me.

Thank you.

Very truly yours,


George Kotsopoulos

GK:kd

cc: Mark DePietro



**Legal Notice
Hatfield Borough
Zoning Hearing Board**

NOTICE IS HEREBY GIVEN that the Zoning Hearing Board of Hatfield Borough will hold a hearing on April 27, 2023 at 7:00 p.m. at the Hatfield Borough Building, 401 South Main Street, Hatfield, Pennsylvania, to hear the Application of Mark DePietro for a Variance pursuant to Section 27-1202.1 to permit the conversion of a single family dwelling into a duplex which is not a permitted use in an R-1 District.

The Property is currently owned by Harpen Capital, LLC and is located at 103 N. Main Street, being Parcel No. 09-00-01024-00-2 in an R-1 Residential Zoning District.

The Board will also consider any other business that comes before it in due course.

All interested parties may attend this hearing and will be given an opportunity to be heard.

Persons with disabilities who wish to attend the hearing and require auxiliary aid, service, or other accommodation to participate in the hearing should contact Hatfield Borough at 215-855-0781.

By: *Eric C. Frey*
Eric C. Frey, Esquire

To be published two times in The Reporter: April 12, 2023 and April 19, 2023.

One Proof of Publication Required – send to Eric C. Frey, Esquire
Invoice to be sent to Jaime Snyder, Borough Manager



Date Received: 3/14/23
 Fee Paid: 1200-
 Date Application Made Complete: 3/14/23
 1st Ad _____ 2nd Ad _____
 Date of Hearing: 4/27/23

**HATFIELD BOROUGH
 ZONING HEARING BOARD
 APPLICATION# _____**

Application is hereby made to the Zoning Hearing Board for a determination in connection with the following facts:

Name of Applicant: Mark DePietro Name of Owner: Mark DePietro / Harpen Capital
 Address: _____ Address: _____
 City, State and Zip: _____ City, State and Zip: _____
 Phone Number: _____ Phone Number: _____
 Email: _____ Email: _____
 Name of Attorney: George Kotsopoulos Attorney Phone Number: _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Email: _____

Applicant and Owner request that a determination be made by the Zoning Hearing Board on this Appeal from the Decision of the Code Enforcement Department in which we were:

- Refused a building Permit Ordered to Cease a current use
 Given conditional approval of a subdivision plan
 Other (specify) _____

This appeal seeks:

- An interpretation of the ordinance or map
 A special exception under Article _____, Section _____, Subsection _____, Paragraph _____
 A Variance relating to the Use, Area, Frontage, Yard, Height, Parking,
 Other (specify) _____

The applicable provisions of the Zoning Ordinance are as follows:

Chapter 27 Section 1202 Subsection 1 Paragraph N/A
 Chapter _____ Section _____ Subsection _____ Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____
 Chapter _____ Section _____ Subsection _____ Paragraph _____

The description of the property involved in this appeal is as follows:

Street Number: 103 Street Name: N Main Deed Book: 6229 Page 02717-02720
 Block Number: 002 Unit Number: 066 Parcel Number: 09-00-01024-00-2
 Zoning District: R-1 Served by Public Sewer (y/n) Y Served by Public Water (y/n) Y
 Lot Size: 23,375 sf Lot Dimensions: 125' x 187' Street Frontage: 125'

Describe the present use of the property and the existing improvements: _____
Property contains two adjacent homes last used for a family and inlaws

Describe the proposed use of the property and the proposed improvements: _____
Proposing to convert the property to a twin,
 making improvements as required for compliance with code.

Has any previous petition been filed with the Zoning Board in connection with these premises? Yes No

If yes, please describe _____ Is this property a part of a subdivision previously approved by the Borough? Yes No

If yes, give name of subdivision _____ Date of approval by Borough _____

I/We believe that the Zoning Board should approve this request because: _____

This property has been an eye sore in the borough for many years. The current owner is significantly improving the property, and making it suitable for enjoyment by two families. The work already done, and also contemplated will make the neighborhood more beautiful.

STATE OF PENNSYLVANIA: SS
COUNTY OF MONTGOMERY:

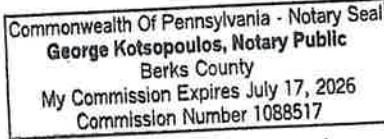
_____ BEING DULY SWORN ACCORDING TO LAW, DEPOSE(S)
AND SAY(S) THAT THE FACTS SET FORTH IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

Sworn and subscribed to _____
Applicant

before me, this 3rd day _____
Applicant

of March 20 23

Notary Public



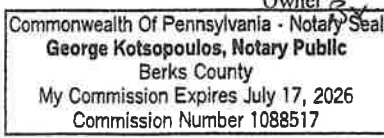
Property owner(s) must join in the above application.

Sworn and subscribed to _____
Owner HARPEN CAPITAL, LLC

before me, this 3rd day _____
Owner Mark DePietro, Managing Member

of March 20 23

Notary Public



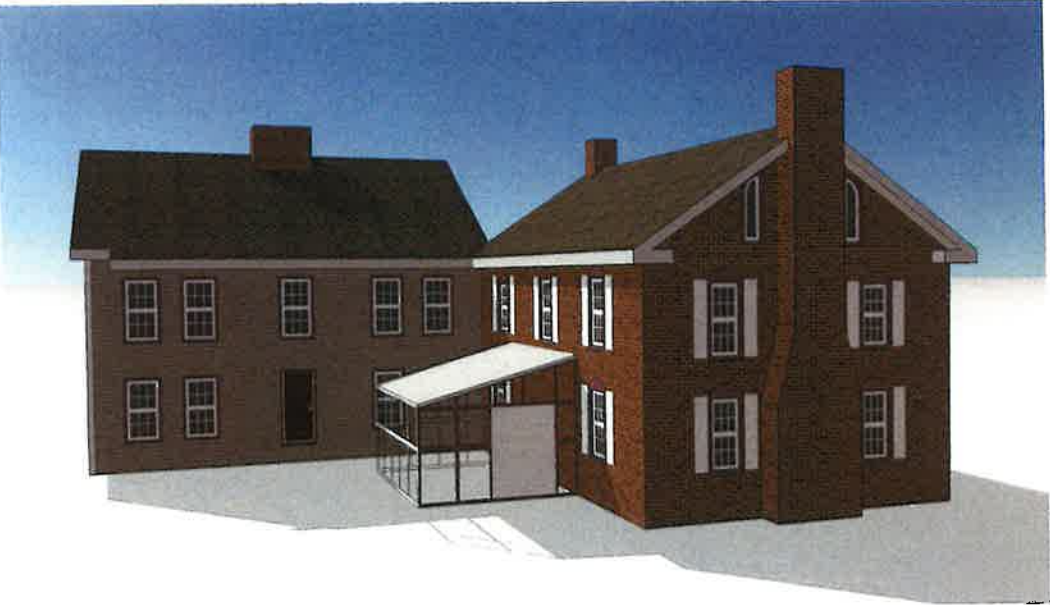
This application must be filled out and signed by the owner and the applicant and filed with the Zoning officer along with the appropriate fee. If more space is required, attach a separate sheet to this application and reference the question being answered. The application must be accompanied by:

- 1. Copy of the deed showing current ownership.
- 2. Copies of leases or agreements affecting the premises.
- 3. Notarized zoning application and corporate sealed for companies.
- 4. Eight copies of the plan of real estate affected showing the location and dimension of improvements now erected and proposed, parking spaces, all dimensional requirements of the zoning ordinance, the building envelope, rights of way and easements. The plan must be prepared and sealed by a Professional Engineer or Registered Land Surveyor unless waived by consensus of the Zoning Officer and Borough Engineer.

Aerial View of 103 N Main Street, Trees Block View of House



3D Model View as seen from Main Street and Overhead



View of 103 N Main From Across the Street



Two distinct units to be designated as shown here.

Unit 2

Unit 1



Each unit will be provided access to one bay of the existing 2-car garage. Additional pervious pavement will be added if needed to allow for each unit to have independent use of 2 distinct, non-interfering parking spots. Total parking will be 2 vehicles in the garage, and 2 more non-interfering spots in the driveway.



The window shown here will ultimately be replaced by an exterior door leading to a deck, which will allow the people in unit 2 to enjoy easy access to the shared back yard. Will issue permit request when work is ready to commence.



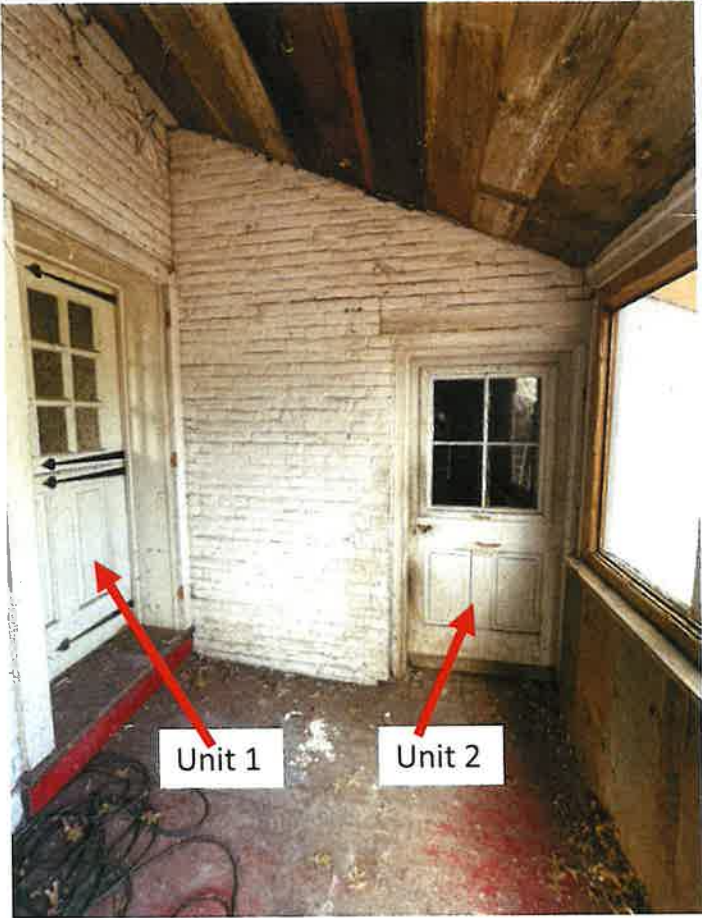
A nice walkway will be created between the exterior garage door, and the common rear entry access point, Along the general path shown in red.



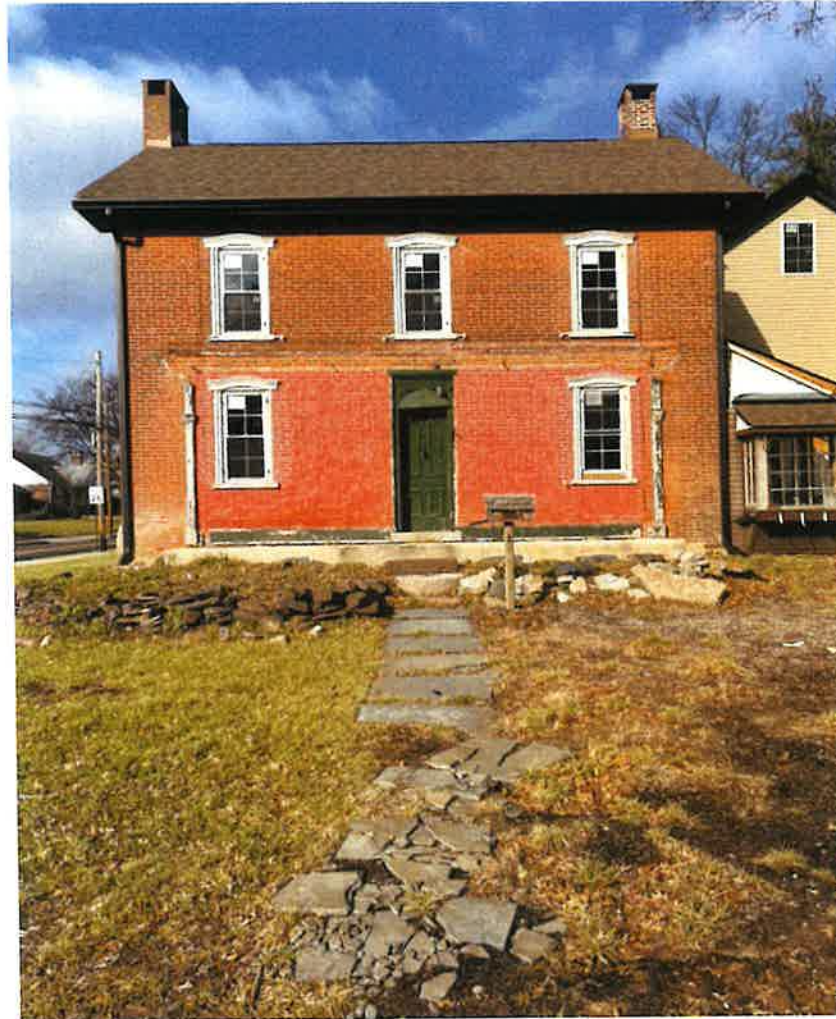
The door shown here leads to a common access point for rear access to each unit.



Once inside the common area, tenants access either unit 1 or unit 2, as shown here.



A nice walkway and stairs will be constructed leading to the front porch and main entrance to unit #1.



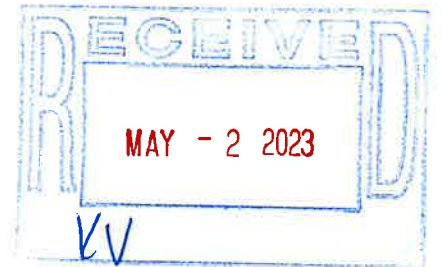
5. REPORTS AND CORRESPONDENCE:

Police Department Report

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



May 2, 2023



Submitted by Lt. Jane E. Robertson

Hatfield Police Report for Borough Council

3/31/2023 through 4/26/2023

Activity in brief



- 440 agency cases originated in Hatfield Borough
- 24 traffic stops were conducted
- 47 incidents were handled in the Borough's core district
- 160 Borough patrols were conducted
- 101 selective enforcements were conducted
- 12 traffic citations were issued
- 17 traffic warnings were issued
- 5 crashes were investigated
- 18 building overnight checks ("NightEyes") were completed

Theft: On April 26 the Hatfield postmaster reported to police that the collection box outside of the post office was broken into and all the mail was stolen sometime between April 22nd and 24th. The investigation is open.

Theft: On April 3 at about 5 p.m., Life Storage on South Main Street reported the theft of multiple locks for lockers at the facility that were empty and pending rental. It was determined a disgruntled ex-customer at the business was responsible. The locks were subsequently returned.

Domestic assault: On March 31 at about 10 p.m., officers responded to a Penn Street residence for an altercation between a father and his child. The father was subsequently arrested for domestic-related simple assault after it was determined the juvenile had had been injured during the altercation.

Fraud: On April 26 at about noon., officers took a report from a West School Street resident who advised she had sent \$1,500 via a cash app to unknown persons who had promised her \$51,000 in return. The investigation is ongoing.

Noise complaint: On March 31 at 3 a.m., a Blaine Street resident reported a loud vehicle was driving up the street, speeding, and had a very loud muffler. The owner was later identified and cited for disturbing the peace.

Suspicious circumstance: On April 24 at 4:30 p.m., officer took a report from a woman who was concerned her friend – a resident of Blaine Avenue – was being held hostage by his girlfriend, who was being abusive to him. Investigation revealed the male was okay and out of the area. Upon calling the complaint back, the number she had provided was not in service.

HATFIELD BOROUGH

Agency Activity Report

By CFS Classification

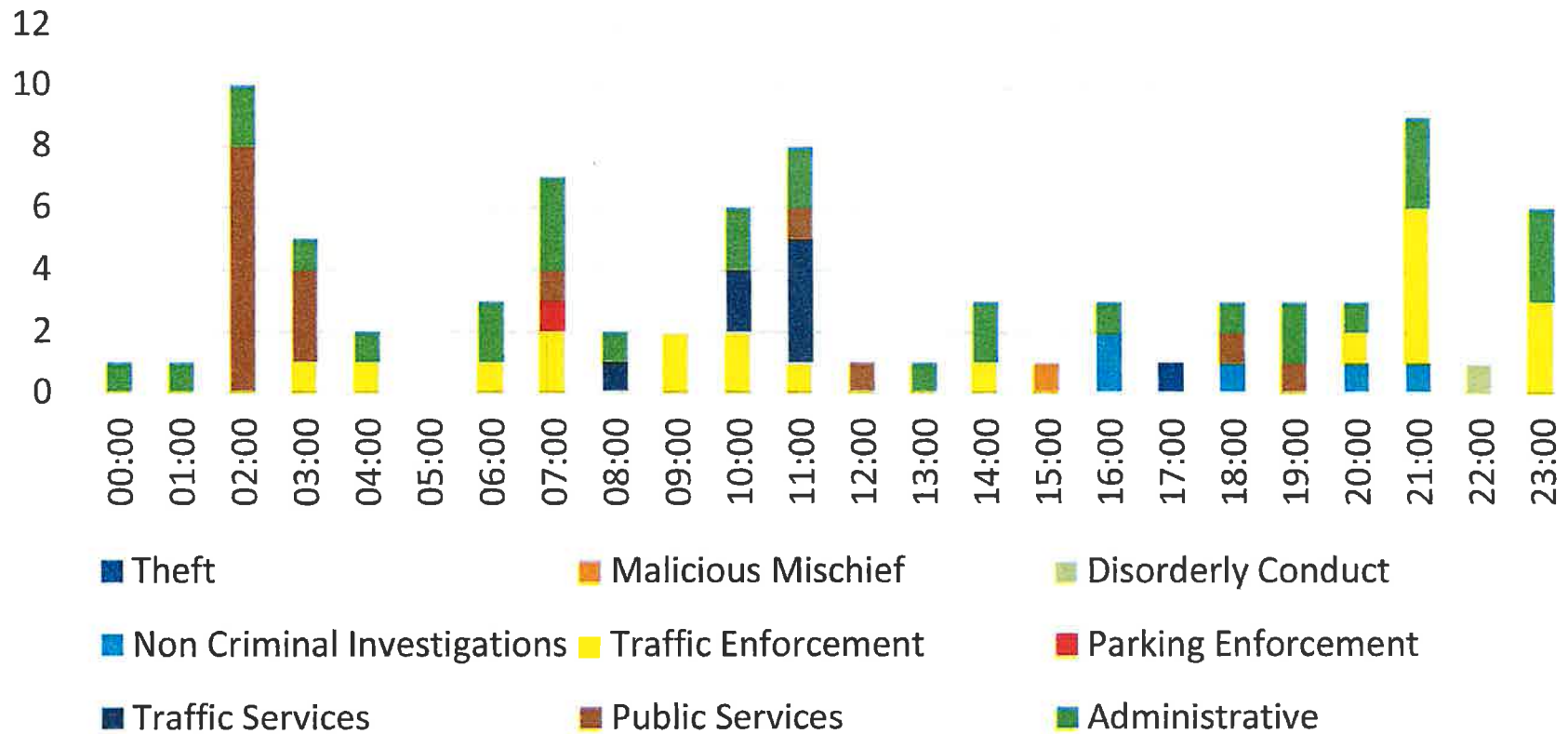
From Date: 3/31/2023 To Date: 4/26/2023

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2400
0600	Theft	3	0	2	1
0800	Other Assaults	1	0	0	1
1100	Fraud	2	0	2	0
1400	Malicious Mischief	1	0	1	0
2000	Family Offense	1	0	1	0
2400	Disorderly Conduct	2	0	0	2
2600	All Other Offenses	2	1	0	1
4000	Non Criminal Investigations	13	1	3	9
4500	Deaths / Suicides	1	0	1	0
5000	Lost Found Missing Persons	1	0	0	1
5500	Animal Complaints	3	0	2	1
6000	Traffic Accidents	5	0	2	3
6300	Traffic Enforcement	137	31	61	45
6500	Parking Enforcement	18	4	6	8
6600	Traffic Services	14	1	13	0
7000	Public Services	45	24	8	13
7500	Assist other Agency	1	0	0	1
9000	Administrative	190	69	55	66
	Total:	440	131	157	152

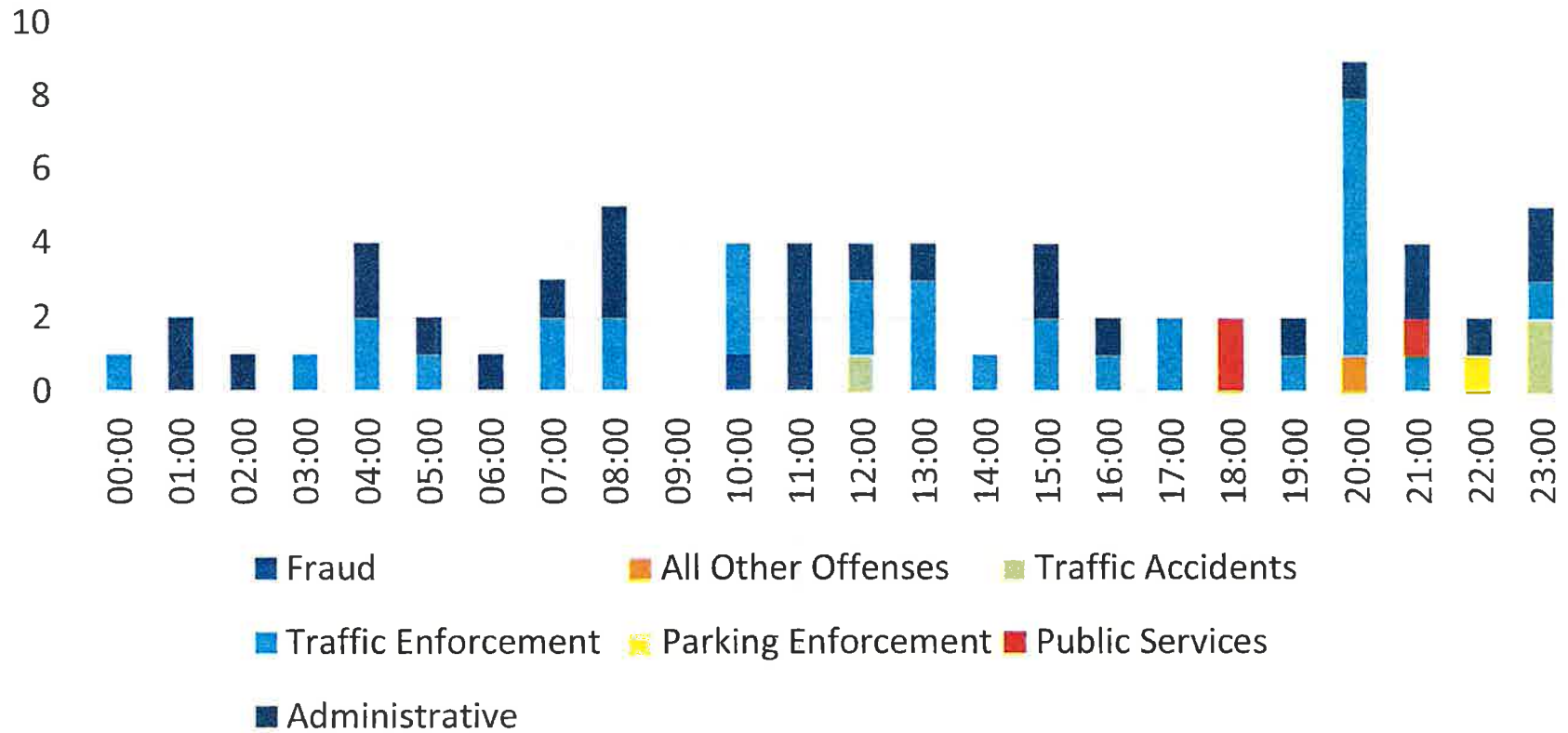
Traffic Enforcement Map March 31-April 26, 2023



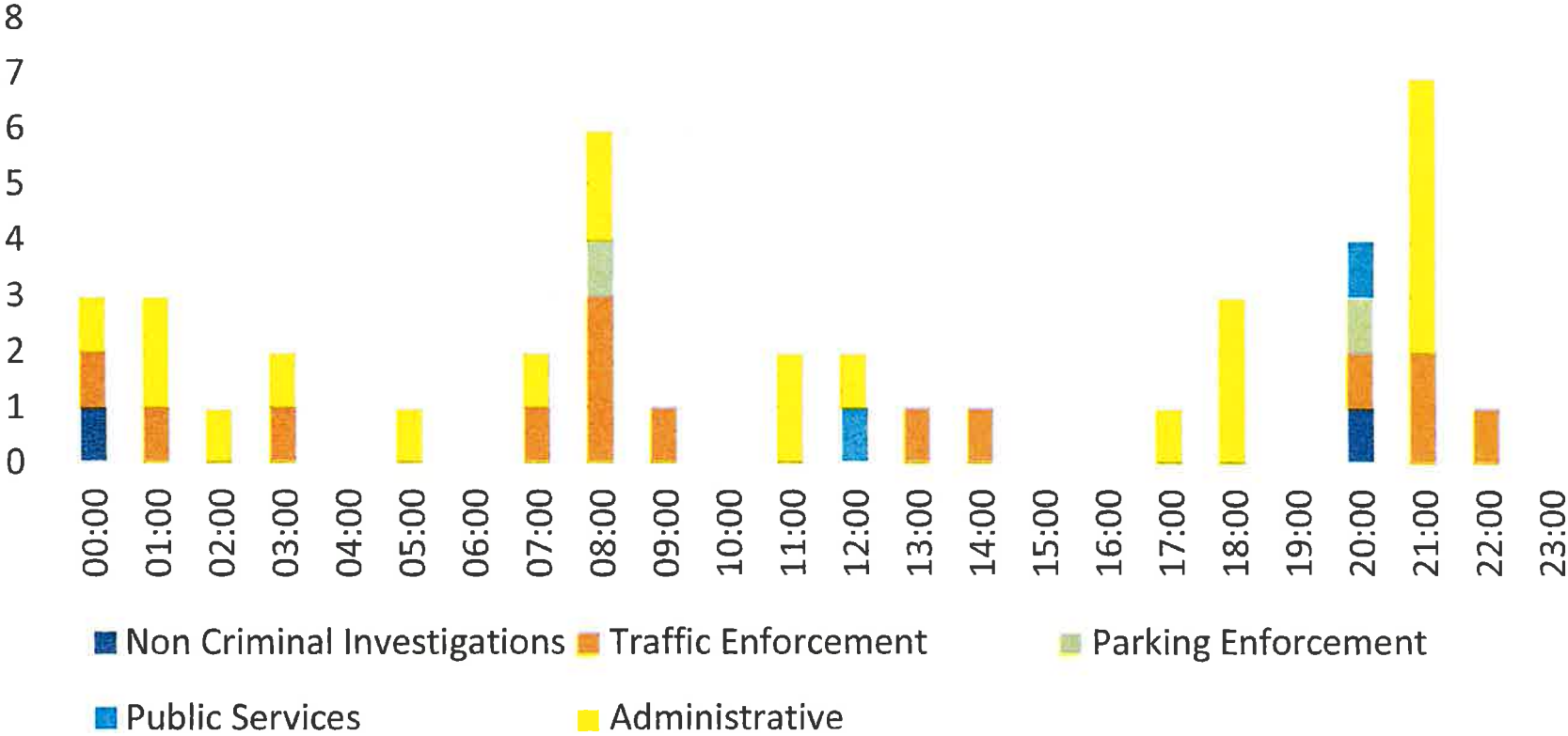
Mondays - 82 incidents total



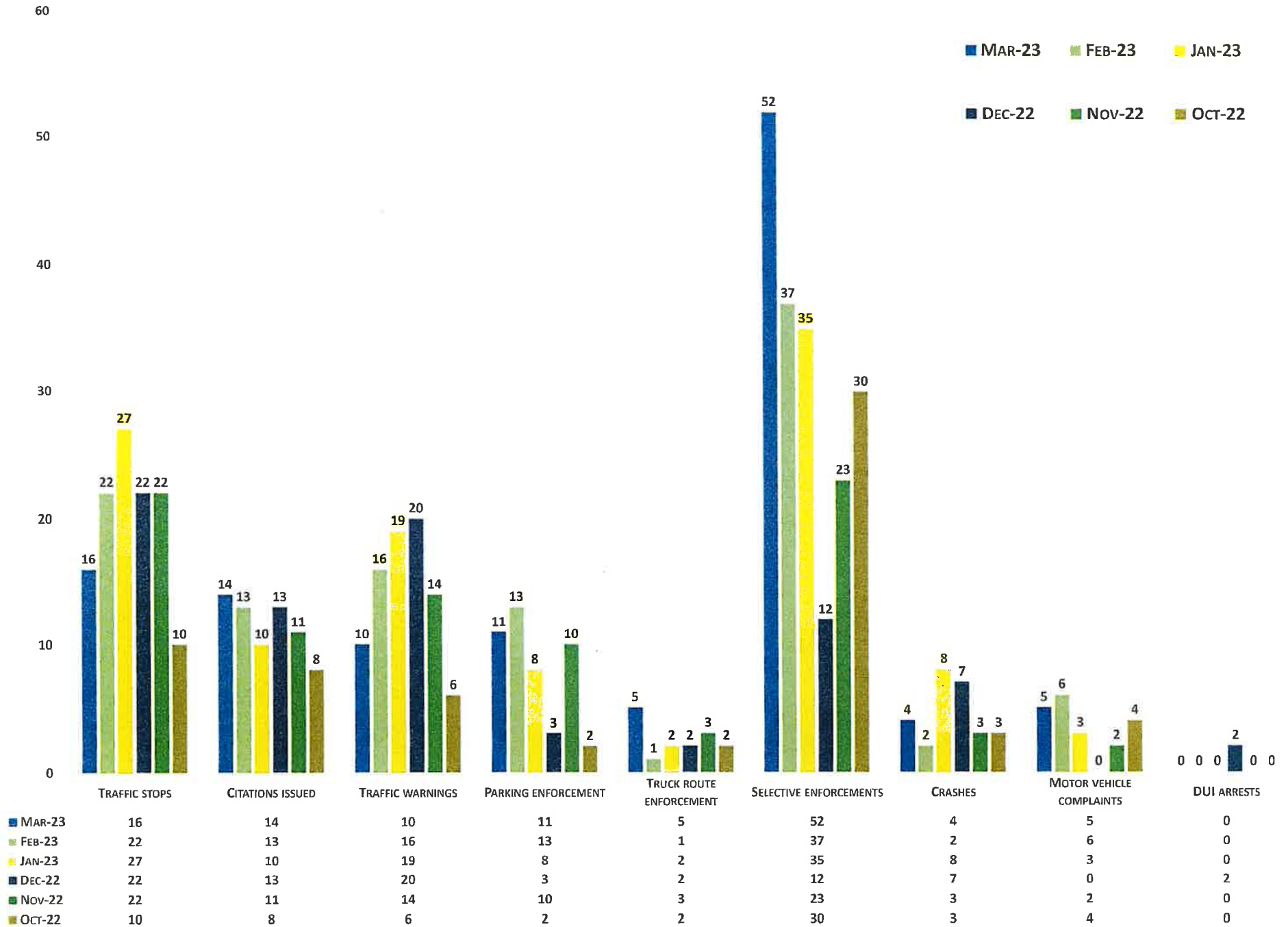
Tuesdays - 69 incidents total



Thursdays - 41 incidents total

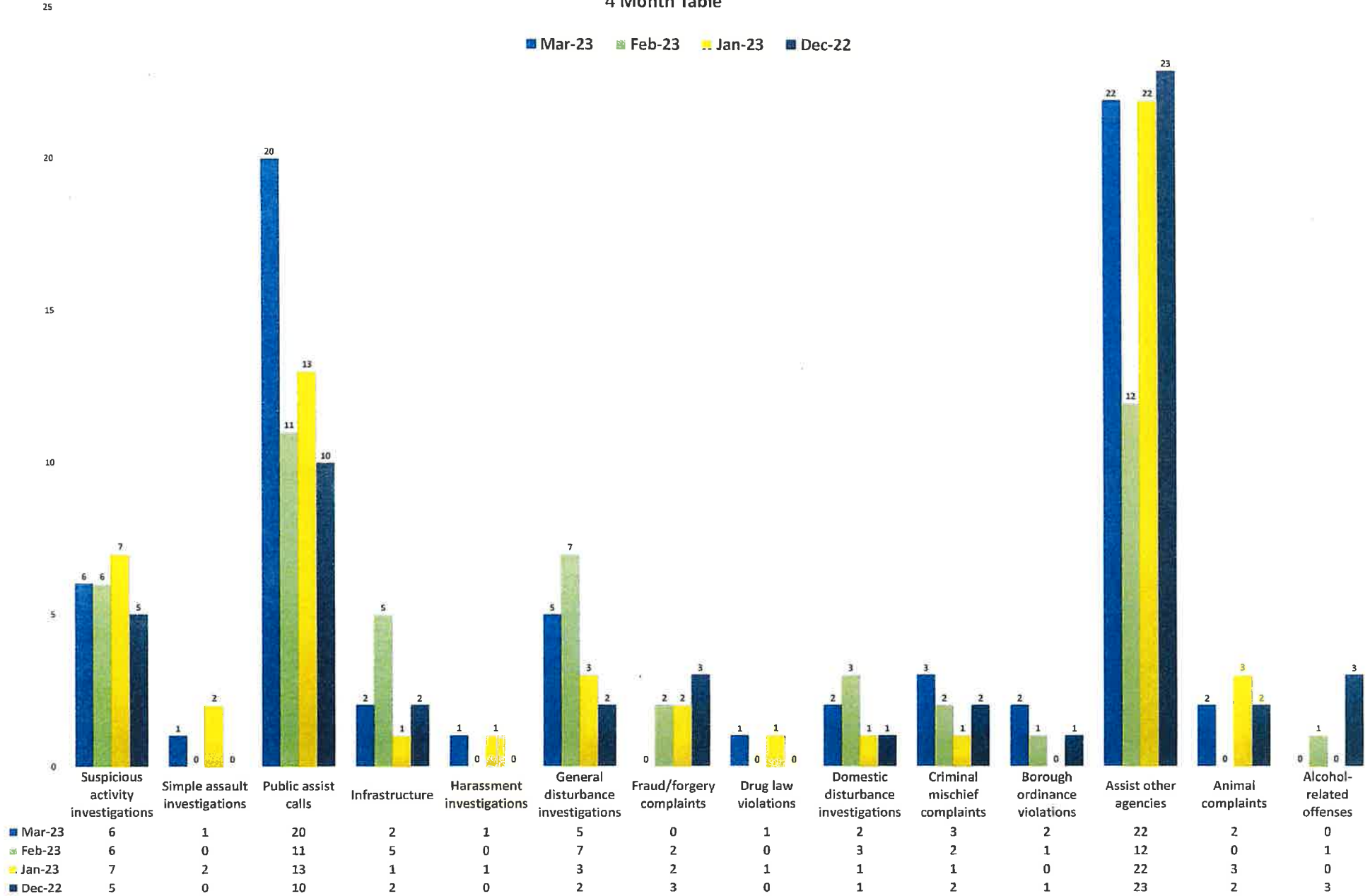


TRAFFIC ACTIVITY AND TRENDS 6 MONTH TABLE

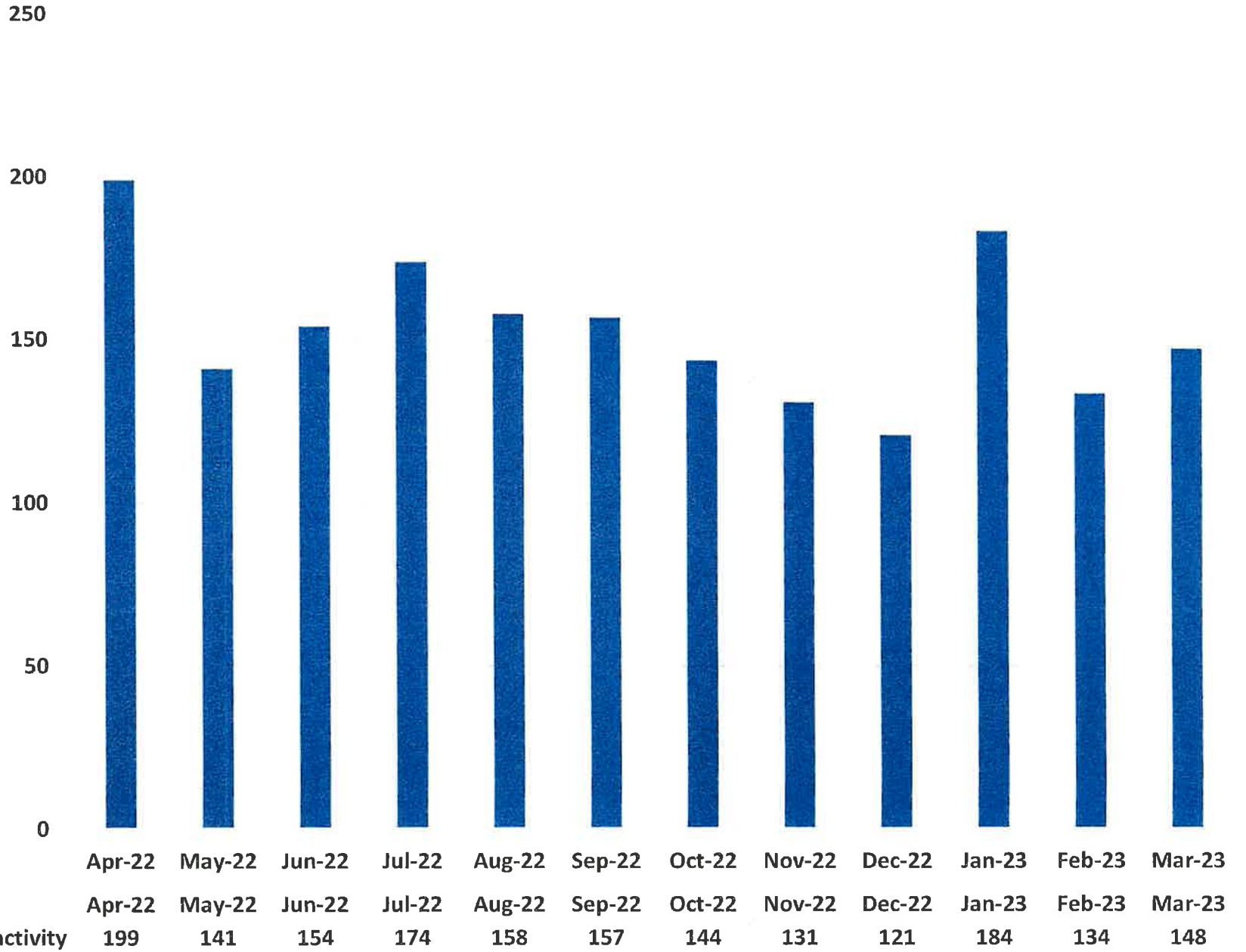


Call for Service Activities & Trends 4 Month Table

■ Mar-23 ■ Feb-23 ■ Jan-23 ■ Dec-22



Borough Patrol activity



5. REPORTS AND CORRESPONDENCE:

Fire Department Report

5. REPORTS AND CORRESPONDENCE:

EMS Report

Hatfield Borough VMSC EMS Zone Report

April 2023

Total Zone Calls: 13

Total VMSC Calls: 1,115

Average Chute Time: 1m:4s

Average Response Time: 9m:39s

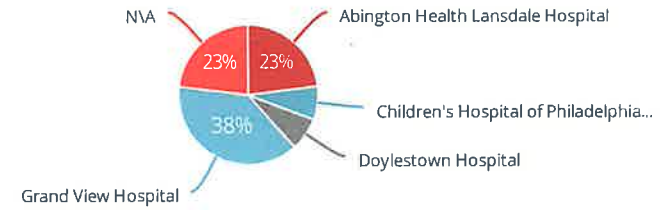
Top 5 Call Types

Type of Incident	#
Breathing Problem	2
Sick Person	2
Falls	2
Airmedical Transport	1
Assault	1

Transport Disposition

Disposition	#
Transported No Lights/Siren	9
Patient Refused Evaluation/Care (Without Transport)	2
Patient Treated, Released (AMA)	1
Transported Lights/Siren	1

Hospital Transport



Community Response

VMSC's Level of Service

Unit Level of Service	# of Calls
ALS-Paramedic	8
BLS-AEMT	2
BLS-Basic /EMT	3

Barriers to Provide Care

Barriers To Care	#
None Noted	13

Additional Agencies on Scene

Additional Agencies	#
No Other Agency On Scene	10
Law Enforcement	3
Fire Department (Non-QRS Related)	1

of Overdoses

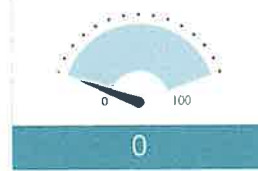
0

Critical Response Triad

Cardiac Related Incidents



Stroke Related Incidents



Trauma Related Incidents



5. REPORTS AND CORRESPONDENCE:

Public Works Department Report

Stephen S. Fickert Jr

Public Works Director/Report for April, 2023

Saturday, April 1, 2023

Sunday, April 2, 2023

Monday, April 3, 2023

- Collected trash from parks & buildings
- Poured concrete sidewalks on Market St
- Quick-lot started painting the main roads within Hatfield Borough
- Prepped areas for blacktop on Wheatfield Circle and Orchard Lane

Tuesday, April 4, 2023

- Blacktopped around inlets on Wheatfield Circle and Orchard Lane
- Quick-lot continued painting the main roads within Hatfield Borough
- Fixed street signs
- Marked PA 1 Calls
- Cleaned up trucks and sites from blacktop

Wednesday, April 5, 2023

- Stripped & backfilled concrete forms along Market St
- Started excavating for trash can at Heritage Park
- James off

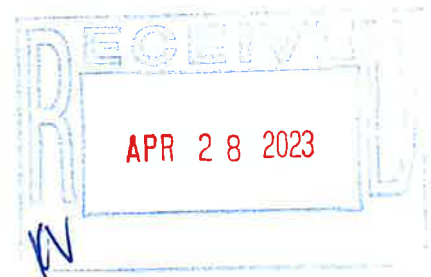
Thursday, April 6, 2023

- Excavated & formed for park bench at Centennial Park
- Poured concrete for park bench at Centennial
- Marked PA 1 Calls
- Fixed street signs
- James off

Friday, April 7, 2023

- Off for Good Friday

Saturday, April 8, 2023



Sunday, April 9, 2023

Monday, April 10, 2023

- Collected trash from parks & buildings
- Opened driveway depression at the Septa Lot on Market St
- Installed park bench at Centennial Park
- Swept streets
- James off

Tuesday, April 11, 2023

- Worked with Carr & Duff installing new utility poles on E Vine St
- Put out Curbside Chipping signs
- Started replacing manhole frames
- Derik off ½ day
- James off

Wednesday, April 12, 2023

- Worked with Carr & Duff installing new utility poles on E Vine St
- Continued replacing manhole frames
- Dropped off 57-1 to Bergey's Ford for recall work
- Dropped off 57-4 to Kaler's for inspection

Thursday, April 13, 2023

- Worked with Carr & Duff installing new utility poles on E Vine St
- Fixed street signs
- Serviced Zero Turn mowers
- Installed new battery in 57-10

Friday, April 14, 2023

- Collected trash from parks & buildings
- Fertilized grass at Centennial Park
- Blacktopped around dog waste station at Heritage Park
- Blacktopped around new manhole frames
- Fixed street signs

Saturday, April 15, 2023

Sunday, April 16, 2023

Monday, April 17, 2023

- Collected trash from parks & buildings
- Changed air filters at the office
- Started replacing the storm sewer inlet frame on the corner of W Vine St & Butler Ave

Tuesday, April 18, 2023

- Worked with Eddie's Electric fixing street lights
- Swept Streets
- Cut grass at various locations

Wednesday, April 19, 2023

- Cut grass at various locations
- Sprayed weeds in Right of Ways

Thursday, April 20, 2023

- Sprayed weeds in Right of Ways
- Derik off

Friday, April 21, 2023

- Replaced storm sewer inlet frame on the corner of W Vine St & Butler Ave
- Sprayed weeds in Right of Ways
- Collected trash from parks & buildings

Saturday, April 22, 2023

Sunday, April 23, 2023

Monday, April 24, 2023

- Collected trash from parks & buildings
- Attended Underground Locator Training
- Blacktopped around storm sewer inlet
- Sprayed weeds in Right of Ways

Tuesday, April 25, 2023

- Cut grass at various locations
- Fixed street signs
- Finished spraying weeds in Right of Ways

Wednesday, April 26, 2023

- Cut grass at various locations
- Backfilled conduit hole at Fire House
- Replaced rubber dirt shoes on the street sweeper

Thursday, April 27, 2023

- Dug & formed holes for recycling receptacles
- Cut grass at various locations

Friday, April 28, 2023

- Collected trash from parks & buildings
- Poured concrete for recycling receptacles
- Swept streets

Saturday, April 29, 2023

Sunday, April 30, 2023

Hatfield Borough Council

From: Stephen S. Fickert

Subject: Work accomplished during the month of April, 2023

Parks Maintenance -Trash was collected at parks & buildings as needed. Cut grass as needed. Started installing the recycling receptacles at parks. Sprayed weeds as needed at various locations. Installed park bench at Centennial Park.

Electric Department- Worked with Carr & Duff to replace two utility poles on E. Vine Street. Worked with Eddie's Electric fixing street lights.

Equipment Maintenance - Took 57-1 to Bergey's Ford in Lansdale for recall work. Took 57-4 to Kaler Motors for yearly inspection. Washed & greased trucks. Installed a new battery in 57-10. Serviced the zero turn mowers.

Street Maintenance - Inlets were cleaned as needed. Marked out PA-1 calls. Replaced/fixed street signs as needed. Sprayed weeds along Right of Ways. Replaced sidewalks along Market St.

Building Maintenance - Changed air filters in the Administration Building.

Storm/Sanitary Sewer Department - Continued replacing storm sewer inlet frames in Heather Meadows. Started replacing manhole frames & lids. Replaced a storm sewer inlet frame on the corner of Butler Ave & W Vine St.

5. REPORTS AND CORRESPONDENCE:

Engineering Report



Memorandum



Date: May 1, 2023

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

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

From: Chad E. Camburn, P.E.

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

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

CAPITAL IMPROVEMENT PROJECTS:

- **2023 ADA Ramp Replacement Project**

The scope of work includes replacing ten ramps at the intersections of W. School Street / N. Wayne Ave., W. School St. / Jade Dr., Jean Dr. / Jade Dr., and W. School Street at the crossing to the school sidewalk; and replacing select areas of sidewalk along E. School St., Forest Way, and Orchard Lane. The contract was awarded to Albert G. Cipolloni & Sons, Inc.

The Notice of Awards was issued on April 20, 2023, and we are currently reviewing the contract documents submitted by the contractor. We are also coordinating a pre-construction meeting.

- **2023 Roadway Resurfacing Project**

The scope of work includes milling and overlaying E. School St., Forest Way, and Orchard Lane, with select areas of base repair to be determined once the milling is completed.

The project was advertised for bidding on April 26, 2023. The bids will be opened on May 24.

- **2022 Roadway Resurfacing Project**

Completion of the final punchlist items, which include pavement corrections at two ramps and submission of closeout documents, will be done in Summer 2023.

ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS



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

610.323.4040
www.bursich.com

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

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

After additional meetings with PennDOT regarding the future paving of East Broad Street (S.R. 1003) we have resubmitted plans for the Highway Occupancy Permit. An overview of the project will be presented to the public at a Townhall Meeting on May 10.

SUBDIVISION / LAND DEVELOPMENT / PERMITS:

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

No Change from Previous Report - Our first review letter was issued on January 12, 2023 pertaining primarily to Stormwater Management, Flood Area Analysis, Driveway, and Trail within the Borough. We are currently awaiting revised documents.

- **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.

No Change from Previous Report - Completion of the remaining review comments and approval conditions, and preparation of the agreements, is ongoing.

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

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

- **Edinburgh Square:**

No Change from Previous Report - On March 2, 2023 we received an As-built Plan and a request for final escrow release. The complete Demolition escrow has been released. Upon review of the As-built Plan we identified additional information that needs to be provided, and areas of the site that need additional improvements, prior to the Borough releasing the remaining Development escrow funds.

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

The current sketch plan, submitted on March 1 by email, includes two properties and construction of ten residential twin units in five buildings.

On April 26, 2023 we received new sketch plan showing ten townhouse units in two buildings. One building contains six units while the other building contains six units. The sketch plan is currently under review.

SANITARY SEWER:

- **EDU Audit**

No Change from Previous Report - We are currently reviewing water usage records for the non-residential properties in the Borough to determine if their usage is commensurate with the sewage EDUs being charged.

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

5. REPORTS AND CORRESPONDENCE:

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

Code, Zoning and Fire Safety Report – April 2023

Jamie Snyder's Memorandum List

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

Fire Inspections

Only those in violation and re-inspections for 2022 are remaining. 2023 Fire Inspections are now being received and scheduled.

Resale Inspections (6 Total)

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

Permits (27 Total Processed)

- (3) Re-roofing
- (2) Sewer lateral repair
- (15) sidewalk replacement
- (1) HVAC
- (2) Electrical
- (2) Fence
- (2) Driveway

Notice of Violations (0 Total new)

- 302 W Broad St – trash and rubbish – issued in March, still active
- 304 Union St – Collection bins – issued in March, still active

Non-Traffic Citations (0 Total New)

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
 - Escrow Releases No. 4 – approved 4/19/2023
- B. Bennetts Court Land Development
 - Preliminary / Final Granted by PC
 - Final Granted by Council
 - Working on Recording the Plan and Developers Agreement
- 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
 - Received Grant for the Development
- F. 28 N. Market Street Subdivision
 - Preliminary Final Granted by PC / Council
 - Working on Recording
- G. 23 N. Main Street
 - Working with the Engineer on plans asked for consultant feedback
- H. George Didden Greenhouses
 - Updating plans. Possible ZHB

2. Utility Billing Update:

- Staff continues to monitor Electric & Sewer Past Due accounts. Shut-off's occurred the week of April 17, 2023
- Email billing is available for Electric & Sewer Accounts. Please contact the Utilities Department if you are interested in signing up.
- The Electric Customer Portal has been updated. The Portal was restructured with customer input to make it more user-friendly. An updated user guide is available when opening the portal to assist with re-registration. The portal can be accessed from the Borough Website.
- <https://hatf-pa-web.amppartners.org/index.php>
- Please register exactly as it appears on your current billing. Example SMITH, JOHN E.

3. 2021 Outstanding Project Updates:

- A. The East Lincoln Avenue Bridge Replacement Project
 - Waiting for Grant Reimbursement
- B. CMAQ Grant (Synchronization of Signals)

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

- McMahon made adjustments to the intersection of E. & W. Vine and S. Main Street.

4. **2022 Outstanding Project Updates:**

- A. 2022 Roadway Resurfacing Project
- Punch List items – Scheduled for early Summer
- B. W. Broad Street, E. Broad Street, N. Market H2O / PA Small Water Storm and Sanitary Sewer Grant Project
- Working on the bid package
 - HOP Application – submitting
 - Applied for additional grant funding
- C. CTP Firehouse Flasher Grant
- Working on Grant Reimbursement
 - Quarterly Maintenance Scheduled
- D. MTF / CTP Crosswalk Grants
- HOP Application – realign crosswalk to intersection
 - Coordination with Storm and Sanitary H2O / PA Small Water Grant Project - working with Engineer

5. **2023 Project Updates:**

- A. 2023 Curb and ADA Project
- Awarded 4/19/2023
- B. 2023 Roadway Resurfacing Project
- Authorized to Advertise Bid Opening in May

6. **PMEA Update:**

- April newsletter attached

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

- Working on Policies and Procedures of Use

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

9. **Items of Interest:**

Respectfully Submitted,
Jaime E. Snyder, Borough Manager
May 3, 2023



Save these Dates!

New Location

REGISTRATION NOW OPEN!

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

The PMEA Annual Conference is on the move! 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 other exciting updates and details!*

Nominations -

Nominations to the PMEA Board of Directors are currently being accepted. The election for board members and officers will occur at the business meeting during the annual conference in September. To submit a nomination, please contact Diane Bosak, bosak@papublicpower.org.

PMEA Finance Workshop – September 6, 2023 @ Omni Bedford Springs

In person this year! Plan to join and then stay for the annual conference. Registration opens with annual conference registration.

2023 Trainings for Line Crews – *REGISTRATION OPENS SOON FOR AUGUST*

Registration opens soon for August. Additional class added – see below for new dates. Classes to be included for 2023 are:

- **EPZ Grounding** - August 7 & 8 in Lansdale and August 10 & 11 in Grove City
NEW August 14 & 15 in Chambersburg
- **Rubber Glove Certification** - *NEW* September 18 -22 in Lansdale
- **Rigging** - October 23 & 24 in Lansdale and October 26 & 27 in Grove City
NEW October 31 & November 1 in Chambersburg

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

State Releases EV Rate Design Study

The PA Department of Environmental Protection recently released their rate design study, [Maximizing the Benefits of Transportation Electrification in Pennsylvania](#). One of the key objectives of this effort was to consider how the pricing of electricity might encourage the transition to electric vehicles as well as behaviors such as time of the day to charge.

This study looked at the impact of EV adoption across the state projecting out to 2030 with the expectation that more than 900,000 vehicles will be electric by the end of this time. With these numbers of EVs, there is an expected increase in electricity consumption by four percent although the load during peak periods would be uncertain.

But the report notes that, "By providing price signals that encourage EV customers to charge during low-cost hours, electric utility rate design can help to maximize the benefits of EV adoption for all customers by ensuring that the revenues from EVs outweigh the costs imposed on the grid. In addition, well-designed electricity rates can facilitate greater EV adoption by maximizing fuel cost savings". Citing rate adoption across the US, the authors further add that "[M]any of these rates have been found to be highly effective in shifting load to lower-cost hours and addressing challenges for customers with high peak demands but low overall energy usage".

Four recommendations are offered with the intended result to maximize the benefits of transportation electrification. These are:

1. Modifications to existing TOU (time of use) rates for residential customers this can attract greater participation and bill savings for consumers in off-peak EV charging. On-peak to off-peak price ratios can be strengthened in multiple ways, including:

(continued on next page)

EV Rate Design (continued)

- a. Shortening the off-peak period to eight hours or less, reflecting only the lowest cost hours.
 - b. Introducing a super-off-peak period, in addition to the standard on-peak and off-peak periods.
 - c. Adding time-varying components to transmission and distribution volumetric rates. Currently the utilities' TOU rates apply only to electricity generation supply rates, which comprise about half of a customer's bill.
 - d. Offering subscription rates with unlimited off-peak charging as a variant of standard TOU rates.
2. Development of submetering standards which could allow customers to affordably meter their EV load separately without the cost of a separate meter. To develop appropriate submetering standards, the state should:
 - a. Review the results of submetering pilots in Maryland, Minnesota, and California;
 - b. If warranted, propose a submetering pilot for Pennsylvania; and
 - c. Consider proposing adoption of submetering standards from other states (such as California).
 3. Alternatives to traditional non-coincident demand charges for commercial customers. These alternatives could include:
 - a. Time-limited demand charges, which apply only during peak hours and more precisely target the hours that the system is most stressed.
 - b. Conversion of demand charges to volumetric rates for low load factor customers, at least temporarily, while EV charger utilization is low. Such rates could be offered permanently or phased out as EV adoption reaches a critical mass.
 - c. Load attraction or economic development rates designed to support the growth of the nascent EV market. This approach would temporarily offer rates based on marginal costs to encourage transportation electrification. Over time, the rates would be increased to recover the full embedded costs assigned to these customers.
 4. Education and outreach initiatives to help maximize participation for the most beneficial rates.

A copy of the study can be found at the link below and PMEA will also be featuring more information on the financial aspects of EV charging at the September Finance Workshop.

https://files.dep.state.pa.us/Energy/OfficeofPollutionPrevention/StateEnergyProgram/EV-RATE-STUDY-FINAL_3-9-22.pdf

Pole Attachments Pushed in Congress

By: American Public Power Association

Recently, the House Energy & Commerce Committee's Subcommittee on Telecommunications & Technology held a legislative hearing titled, "Breaking Barriers: Streamlining Permitting to Expedite Broadband Deployment."

While several bills on broadband permitting and deployment were under discussion for this hearing, APPA was specifically interested in the discussion around a draft bill (not sponsored or introduced) titled, the [Fair Access to Internet Ready Poles \(FAIR Poles\) Act](#). The draft bill would amend section 224(a) to add language that would eliminate the exemption for public power utilities, electric cooperatives, and railroads in the instances in which such entities receive funding to promote the deployment of broadband internet access service.

During opening statements, both sides of the aisle mentioned the issue of utility pole access. Chairwoman Cathy McMorris Rodgers (R-WA) mentioned that it has been positive that the National Telecommunications and Information Administration (NTIA) had taken steps to "reduce costs and barriers to deployment, promote the use of existing infrastructure, promote, and adopt dig-once policies, streamlined permitting processes, and cost-effective access to poles, conduits, easements, and rights of way. But encouraging and promoting these actions is not enough. It's time for Congress to act and pass substantive permitting reform, like the legislative discussion drafts we are considering today."

Ranking Member Frank Pallone (D-NJ) countered by stating that the focus of this hearing went away from hearing about potential issues that may exist and jumped right to solutions to problems. "Republicans have skipped right past an examination of the issues to potential solutions, which is unfortunate and defies logic. The Subcommittee should first take the time to identify where the problems are before examining solutions." He also raised community broadband efforts by saying, "state laws in more than a dozen states that prohibit municipalities from competing in the free market to build or operate their own broadband network if they choose. Representative Eshoo's 'Community Broadband Act' is critical to ensuring flexibility and competition for communities that want to provide this service for their residents—which is a successful model in many states."

Louis Finkel, Senior Vice President of Government Relations for National Rural Electric Cooperative Association (NRECA), testified. A portion of his testimony highlighted the efforts electric utilities provide in support of rural broadband deployment and pushed back against the need for the FAIR Poles proposal. "The one-size-fits-all approach that some in the industry (cable/telecommunications) would like to see implemented and that the so-called 'FAIR Poles Act' would implement for co-ops who participate in certain recent federal broadband programs, does not accurately reflect the unique cost of building and maintaining a pole distribution network in low density, hard-to-reach rural areas."

(continued on next page)

Pole Attachments (continued)

Former Federal Communications Commission (FCC) Commissioner Michael O’Rielly testified and deviated from his written statement to attack the exemption for municipalities and cooperatives from federal pole attachment rates and attacked the letter in opposition to the draft proposal.

One of the bills being discussed today would effectively apply section 224 of the Communications Act, thus sidestepping the current exemption from municipal systems, cooperatives, and non-utilities, for entities that are, or becoming recipients of certain federal broadband subsidy programs. Well, I worry the scope of this bill may be too narrow. I’m outraged by a joint letter that I saw yesterday by many electric utility and coop organizations opposing even this moderate step. To put in context, these organizations represent entities that have sought to enter the broadband marketplace and have full access to the provisions of 224 for areas outside their natural footprints or reject any type of reciprocity.

Mr. O’Rielly went further in his attack by falsely associating organizations that oppose the FAIR Poles proposal, as supposedly lobbying him as a commissioner for access to broadband deployment funds. “These are the same entities that stood at my door at the FCC and begged to be put first in line on broadband subsidies, leaving others to pick for the leftover areas and funds. Not only should this applicable bill be passed, but the current exemption should be completely eliminated. If that’s too far, at least exclude the exemption for areas deemed unserved or underserved.”

APPA has never met with former Commissioner O’Rielly to discuss either broadband funds or pole attachment issues.

While the pole attachment issue and the FAIR Poles Act received very little focus for the remainder of the hearing, the opening remarks and testimonies are stark reminders of why public power utilities must continue to be vigilant in beating back false narratives. Please continue to reach out to your representatives in the House – especially those who serve on the Energy & Commerce Committee – to express opposition to draft legislation that would modify section 224 of the Communications Act.

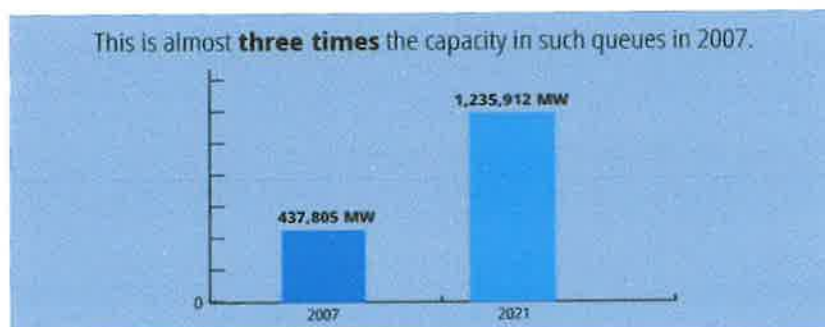
PMEA continues to monitor at the state level for any related legislation to be introduced.

Waiting to Connect

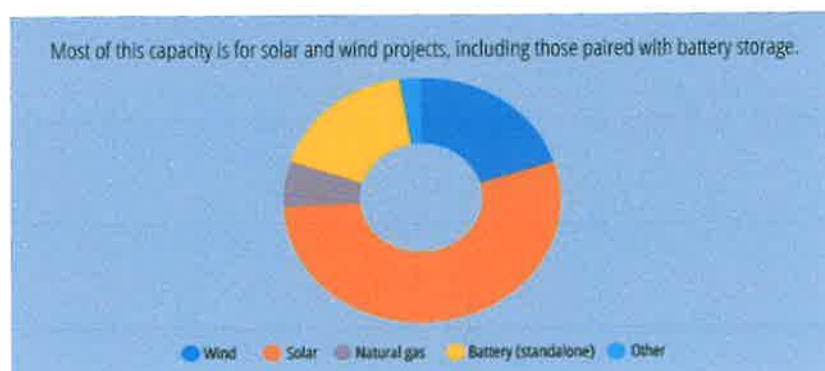
One barrier standing between getting new generating assets deployed is getting those facilities connected into the electric grid.

According to the Lawrence Berkeley National Laboratory, there were more than **1.2 million megawatts** of capacity waiting in an interconnection queue at the end of 2021 — about the same as the total capacity of all generating assets already in operation.

This is almost **three times** the capacity in such queues in 2007.



Most of this capacity is for solar and wind projects, including those paired with battery storage.



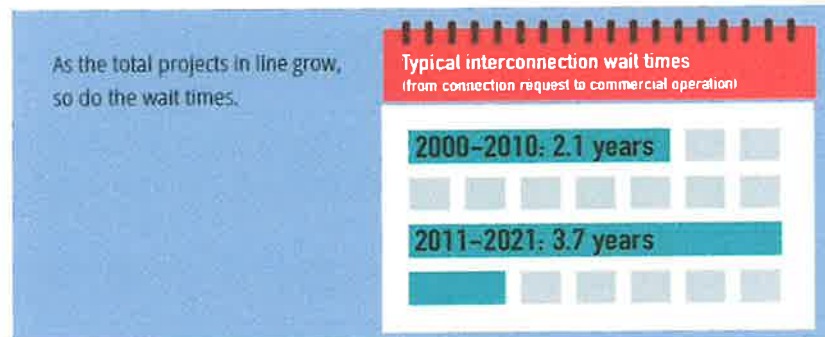
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Waiting to Connect (continued)

The PJM Interconnection region had the most capacity in queue of any one region, with nearly 250,000 MW. The parts of the western U.S. outside of an ISO were close behind, with about 235,000 MW waiting to be connected.

Part of this is the amount of capacity getting added each year — which topped 490,000 MW in 2021 — or nearly four times the capacity added in 2011.

As the total projects in line grow, so do the wait times.



Source: [Lawrence Berkeley Laboratory](#).

Reprint: APPA, [Public Power Magazine](#)

Nominations Open for Public Power Award

PMEA is pleased to announce that nominations for the James J. Havrilla Public Power Service Award will be accepted beginning March 6. Named after James J. Havrilla, a professional engineer who worked with many of the PMEA members, the award is presented to an individual who, throughout his/her career, has consistently demonstrated a commitment to public power.

An individual elected, appointed, or employed by a PMEA member municipality or a related agency may be nominated by a PMEA member. The winner will be announced at the Annual Conference in September. To learn more about the award, the criteria, and to access the nomination form, please visit <https://www.papublicpower.org/awards>.

Associate Member Spotlight

The Mid Atlantic CHP Technical Assistance Partnership was established by the Department of Energy to assist in transforming the market for Combined Heat & Power, waste heat to power, district energy and microgrid technologies.



This is done primarily through direct technical support to potential end users. The TAP has a significant amount of expertise in design, construction and commissioning of CHP systems and will work with individual sites, through a no cost, on-site screening, to evaluate the facility for the potential of CHP. Since the TAP does not represent any equipment manufacturer, system designer or developer, the evaluation is completely unbiased.

For more information, visit <https://betterbuildingssolutioncenter.energy.gov/chp/mid-atlantic-chp-technical-assistance-partnership>. Or you may contact Bill Valentine at WV3@psu.edu.

The Live Wire Wants to Hear From You

Tell us what is happening in your community! Please share with us your exciting events, projects, people, 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: May 2, 2023

To: Borough Council

From: Public Information Coordinator Update

Subject: Monthly Update

Public Information Update is as follows:

- Social Media- There is an event page for the 125th anniversary on Facebook. Please feel free to share.
- Newsletter- We are in the final phase of the newsletter. We are on track for release before Memorial Day.
- Earth Day Event- The event has been rescheduled for May 13th and will begin at 9:00 am at the Borough Office. There will be refreshments, borough swag giveaways and an opportunity to win 125th Anniversary Merch. Gloves, vests and trash bags will be provided for the cleanup. Maps are currently available online and there will be hard copies available the day of the event.
- Memorial Day Parade- We will be providing a driver and a borough truck for you for the parade. The candy has been ordered. If you have additional questions, please reach out to the Hatfield American Legion Post 933 directly.
- Website- Today we will be releasing the 1st of Mayor Girard's monthly articles on the website. They will include relevant information for the upcoming month.
- 125th Anniversary Celebration- I will be sending out forms for volunteer slots in the next few weeks, please keep an eye out.
- HEROC- We had a very productive HEROC meeting on Wednesday April 26, 2023.

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

Respectfully submitted, Lindsay Hellmann- Public Information Coordinator

401 S. Main Street
P.O. Box 190
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7. NEW BUSINESS / DISCUSSION ITEMS:

**A. Resolution 2023-05 Recognizing
National Police Week**

BOROUGH OF HATFIELD
MONTGOMERY COUNTY, PENNSYLVANIA
RESOLUTION No. 2023-05

To Recognize National Police Week 2023 and to Honor the Service and Sacrifice of those Law Enforcement Officers Killed in the Line of Duty While Protecting Our Communities and Safeguarding Our Democracy

WHEREAS, there are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Hatfield Township Police Department; and

WHEREAS, on average per year there have been over 50,000 assaults against law enforcement officers, resulting in approximately 14,000 injuries; and

WHEREAS, since the first recorded death in 1791, more than 22,600 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, May 15th – 21st will be designated as National Police Week with May 15th being recognized as Peace Officers Memorial Day, in honor of all fallen officers and their families.

THEREFORE, IT IS HEREBY RESOLVED, that the Borough Council and Mayor of the Borough of Hatfield, Montgomery County, Pennsylvania formally designates May 15-21, 2023, as Police Week in Hatfield Borough and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

NOW APPROVED, by the Borough Council of the Borough of Hatfield, at a duly advertised public meeting held this 3rd Day of May, 2023 with ___ Council Members voting “Aye” and ___ Council Members voting “Nay.”

RESOLVED AND ENACTED this 3rd day of May, 2023

ATTEST

BOROUGH OF HATFIELD

Jaime E. Snyder
Borough Manager / Secretary

Jason Ferguson
Borough Council President

Richard Girard
Borough Council Vice President

James Fagan
Council Member

Michelle Kroesser
Council Member

Lawrence G. Stevens
Council Member

Approved by the Mayor this 3rd day of May, 2023

Mary Anne Girard, Mayor

7. NEW BUSINESS / DISCUSSION ITEMS:

**B. Resolution 2023-06 Recognizing National
EMS Week**

BOROUGH OF HATFIELD

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION No. 2023-06

**A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
HATFIELD RECOGNIZING NATIONAL
EMERGENCY MEDICAL SERVICES WEEK 2023**

WHEREAS, in 1974, President Gerald Ford authorized Emergency Medical Services Week to celebrate EMS practitioners and the important work they do in our nation’s communities; and

WHEREAS, EMS providers are ready to provide lifesaving care to those in need, 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden injury or illness; and

WHEREAS, through service, compassion, and dedication, EMS providers represent the very best of public service; and

WHEREAS, this year’s theme is *Rising to the Challenge*, which is especially significant after these first responders continued to provide essential services during a worldwide pandemic; and

WHEREAS, National Emergency Services Week brings together local communities and medical personnel to honor the dedication of those who provide day-to-day lifesaving services.

NOW, THEREFORE BE IT RESOLVED the Borough of Hatfield Council and Mayor, that we hereby recognize the week from May 21, 2023, through May 27, 2023, as National EMS Week.

NOW APPROVED, by the Borough Council of the Borough of Hatfield, at a duly advertised public meeting held this 3rd Day of May, 2023 with ___ Council Members voting “Aye” and ___ Council Members voting “Nay.”

RESOLVED AND ENACTED this 3rd day of May, 2023

ATTEST

BOROUGH OF HATFIELD

Jaime E. Snyder
Borough Manager / Secretary

Jason Ferguson
Borough Council President

Richard Girard
Borough Council Vice President

James Fagan
Council Member

Michelle Kroesser
Council Member

Lawrence G. Stevens
Council Member

Approved by the Mayor this 3rd day of May, 2023

Mary Anne Girard, Mayor

7. NEW BUSINESS / DISCUSSION ITEMS:

C. Resolution 2023-07 Recognizing Public Works Week

BOROUGH OF HATFIELD

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION No. 2023-07

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF HATFIELD RECOGNIZING NATIONAL PUBLIC WORKS WEEK 2023

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Borough of Hatfield; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Borough of Hatfield to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

THEREFORE BE IT RESOLVED, the Borough of Hatfield Council and Mayor do hereby designate the week of May 21 – 27, 2023 as National Public Works Week and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

NOW APPROVED, by the Borough Council of the Borough of Hatfield, at a duly advertised public meeting held this 3rd Day of May, 2023 with ___ Council Members voting "Aye" and ___ Council Members voting "Nay."

RESOLVED AND ENACTED this 3rd day of May, 2023

ATTEST

BOROUGH OF HATFIELD

Jaime E. Snyder
Borough Manager / Secretary

Jason Ferguson
Borough Council President

Richard Girard
Borough Council Vice President

James Fagan
Council Member

Michelle Kroesser
Council Member

Lawrence G. Stevens
Council Member

Approved by the Mayor this 3rd day of May, 2023

Mary Anne Girard, Mayor

7. NEW BUSINESS / DISCUSSION ITEMS:

**D. Resolution 2023-08 Closure of
Certain Borough Roads**

BOROUGH OF HATFIELD
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2023-08

**A RESOLUTION AUTHORIZING THE CLOSURE OF
CHERRY STREET AND UNION STREET IN THE
BOROUGH FOR THE
125TH ANNIVERSARY CELEBRATION**

WHEREAS, the Borough of Hatfield is aware of 125th Anniversary Celebration which will occur on June 17, 2023 within Hatfield Borough; and

WHEREAS, the Borough of Hatfield recognizes that this is a community event that will take place from 12:00 p.m. till 4:00 p.m. on certain Borough roads and authorizes the closure of Cherry Street and Union Street (from Cherry Street to Diamond Street) in the Borough for the 125th Anniversary Celebration on June 17, 2023 from 10:00 a.m. till 6:00 p.m.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Borough Council and the Mayor of the Borough of Hatfield, Montgomery County, Pennsylvania, does hereby call upon all citizens of Hatfield Borough to join us in supporting the 125th Anniversary Celebration.

NOW APPROVED and adopted by Borough Council at a duly advertised public meeting held this 3rd day of May, 2023 with ____ Council Members Voting "Aye" and ____ Council Members voting "Nay".

ATTEST

BOROUGH OF HATFIELD

Jaime E. Snyder
Borough Manager / Secretary

Jason Ferguson
Borough Council President

TAKEN UNDER MY HANDS this 3rd day of June, 2023

Mary Anne Girard, Mayor

7. NEW BUSINESS / DISCUSSION ITEMS:

E. HEROC (Hatfield Economic Revitalization Outreach Committee) Appointment

7. NEW BUSINESS / DISCUSSION ITEMS:

F. SEPTA Lease Agreement

DRAFT

LEASE AGREEMENT
BY AND BETWEEN
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
AND THE BOROUGH OF HATFIELD
REGARDING THE HATFIELD TRAIN STATION

Corporate Department # 4610
Real Estate Dept. Registry # 6180

THIS LEASE AGREEMENT (“**Lease Agreement**” or “**Agreement**”) made and entered into this ____ day of **February, 2023** (the “Execution Date”) by and between SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (as Lessor; herein also “**SEPTA**”), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, 10th Floor, Philadelphia, Pennsylvania 19107-3780, and the BOROUGH OF HATFIELD (as Lessee; herein also the “**Borough**”), a Pennsylvania municipal corporation with its principal office located at 401 South Main Street, P.O. Box 190, Hatfield, Pennsylvania 19440. Herein each is individually a “**Party**” and are collectively the “**Parties.**”

RECITALS

WHEREAS, SEPTA owns the railroad line known as the Bethlehem Branch (Line Code 301), of which the portion that passes through the Borough of Hatfield is an active rail line used for freight rail service operated by the Pennsylvania NE Railroad;

WHEREAS, SEPTA also owns the passenger stations along the Bethlehem Branch, including the Hatfield Station (which is located near milepost 27.11; herein “**Hatfield Station**” or simply the “**Station**”), which is not currently used for passenger rail service;

WHEREAS, Since January 2000, SEPTA has granted the Borough of Hatfield the right to use the Hatfield Station, at times in part or in whole, under and subject to various leasing and licensing agreements (herein collectively, the “**Prior Agreements**”);

WHEREAS, the most recent of the Prior Agreements, between SEPTA and the Borough, regarding the use of the Station is a license agreement dated October 1, 2018, which, by amendment thereto, expired on March 31, 2020 (the “**License Agreement**”);

WHEREAS, the Borough desires to enter into a long-term lease for the Station and to be granted the right to sublease the Station to another entity;

WHEREAS, SEPTA is willing to lease (herein the “**Lease**”) to the Borough those aspects of the Station as specified herein (the “**Premises**”) and to allow the Borough to sublease those Premises, with both the leasing and the right of subleasing thereof to be subject to the terms and conditions set forth in this Lease Agreement;

WHEREAS, the SEPTA Board approved this Lease Agreement on April 25, 2019, and the Borough Council of Hatfield authorized the execution, delivery and performance of this Lease

Agreement on xxx xx, xxxx; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration as described herein, the Parties, intending to be legally bound, hereby agree and commit as follows:

AGREEMENT

SECTION 1. Recitals and Attachments. The above Recitals and the attachments listed below are hereby incorporated into and made a part of the Lease Agreement. The Lease Agreement includes the following attachments:

Attachment A Photograph(s)/Diagram of Premises

SECTION 2. Granting/Accepting of Lease; Demised Premises.

A. FTA Interest in Property. SEPTA acquired the Bethlehem Branch, as well as the stations on that rail line, from Conrail, which was a predecessor railroad to SEPTA and was created by the federal government. Accordingly, the Federal Transit Administration (“FTA”) holds an ongoing interest in the properties of the Bethlehem Branch and the use of and conveyance of rights regarding the rail line and the rail stations are subject to approval and oversight by the FTA. The Premises are subject to the “Continuing Control” of the FTA and the policies established in FTA Circular 5010.1E. It is pursuant to the FTA’s policies regarding Continuing Control that this Lease was submitted to the FTA and SEPTA received FTA approval on June 03, 2019;

The Parties understand and acknowledge that numerous aspects of SEPTA’s leasing of the Hatfield Station are governed by approval/concurrence requirements, regulations, rules, and protocols of and by the FTA. The Parties have attempted to identify and address the implications of the FTA’s governance related to this leasing transaction; however, the Parties understand and acknowledge that even if a requirement or other issue has not be identified herein, the applicability thereof is still enforceable.

B. Prior Agreements. All Prior Agreements for or related to the leasing or licensing of the Station, or any portion thereof, to the Borough, are hereby terminated, or affirmed as terminated, as of commencement date.

C. Demise. SEPTA hereby leases to Borough, and Borough hereby leases from SEPTA the Premises at the Station, as identified in Section 2.D, subject to the terms and conditions set forth in this Lease Agreement.

D. Premises. The Station (located at approximately milepost 27.11) has the address 11 N. Market Street, Borough of Hatfield, County of Montgomery, Pennsylvania, and has the Montgomery County Tax Parcel Number 09-00-01345-005. A diagram depicting the Station is attached as Exhibit A, which is hereby incorporated into and made a part of this Lease Agreement.

The portion of the Station, which is intended to be the Premises for the purpose of this Agreement, that is being leased hereunder consists of approximately 74,923 square feet (1.72 acre) and is comprised of the station building, a storage building, the area and grounds around the

station building, the adjacent walkways and sidewalks, portions of the platforms (only the portion that is not part of the operational right-of-way, as defined and described in 2.E below), the parking lots and driveways, the area allowing for access and egress between the street and the parking lot/driveways, and the grounds surrounding the parking lots; but excluding the ROW and all rail-related infrastructure and facilities in and on the ROW. When used herein, the term “**SEPTA Property**” shall mean the Premises as defined above, including all parts and portions thereof (within and external to the building), that are owned by SEPTA, in place at the Commencement of the Lease hereunder, and being conveyed by this Lease.

E. Railroad Right-of Way. The railroad right-of way (“**ROW**”) is comprised of the trackbed, all materials within the in the trackbed (the rail, ballast, ties, etc.), the ground areas and/or platform areas that are within 12-feet from the centerline of the tracks, the vertical area above the trackbed/ground/platform extending 12-feet from the track centerline, and the ground beneath all rail-related infrastructure and facilities. The ROW, as defined above, is not part of the Premises, is not being leased to the Borough, is not to be subleased or sublicensed, and is not to be accessed or used by the Borough or by any sublessee or sublicensee.

Because it is not possible to itemize and list every aspect of the Premises, the above descriptions are provided to help understand what is intended to be, and not to be, a part of what is leased hereunder.

F. Delivery of Premises. On the Commencement Date (see Section 3. A below), SEPTA shall deliver physical possession of the SEPTA Property and the Premises to the Borough, and Borough shall accept the SEPTA Property and the Premises in an “as is” condition.

G. Entry onto Premises by SEPTA. SEPTA reserves the right, at reasonable times and upon reasonable prior notice to Borough, to enter the Premises to inspect the Premises and/or SEPTA Property or to protect the interests of SEPTA; except that in a case of emergency SEPTA shall not need to give prior notice. An emergency shall be deemed when exigent circumstances exist, or when there is reasonable perception of a health, safety, security, terroristic or other risk of bodily harm or significant property damage that warrant immediate investigation. In an event of an emergency, SEPTA shall notify Borough as soon as is practicable.

SECTION 3. Lease Term, Termination, Recapture.

A. Lease Term. This Lease Agreement shall be effective upon the Execution Date, which is identified on page 1. The “**Lease Term**” shall commence on the Execution Date (the “**Commencement Date**,” which is used interchangeably with Execution Date); and includes the **Initial Term** (as described and defined in Section 3.B) and all **Optional Terms**, if any (as defined and described in 3.C below), whether in part or in whole; and shall end at midnight of the termination date (herein the “**Termination Date**”) as established based on the applicable termination scenario set forth herein. Each of the Initial Term and any one of the Optional Terms is generically referred to herein as a “**Term**.”

B. Initial Term. The Lease under this Lease Agreement shall have an “**Initial Term**”, which is planned to be ten (10) years, that shall begin on the Commencement Date and, provided there is no early termination pursuant to the provisions herein (“**Early Termination**”), shall terminate on xxxxxx.

C. Optional Terms. The Lease shall include the potential for two “**Optional Terms**” (singular, “**Optional Term**”) that are planned to be five (5) years each. Either Party shall have the right to choose not to exercise either Optional Term; and to invoke that right, a Party must provide Notice of Termination (pursuant to the process identified in Section 3.D) to the other Party six (6) months prior to the end of the then-current Term.

Each Optional Term can be exercised only when both (1) the Borough has properly notified SEPTA of Borough’s desire to exercise the next Optional Term; and (2) SEPTA has not elected and properly acted to terminate the Lease during or at the end of the then-current Term, in accordance with Section 3.E below. Notice by the Borough to exercise the next Optional Term is to be made in writing to SEPTA no less than six (6) months prior to the end of the then-current Term. If both Optional Terms are exercised, there are no further Optional Terms permitted by this Lease Agreement; and, provided there is no Early Termination, the Lease hereunder would have a Termination Date of **xxxxxx**.

D. Notice of Termination. If either Party intends to terminate the Lease pursuant to one of the provisions herein, that Party must provide written, timely notice (herein “**Notice of Termination**”) to the other Party in accordance with the time requirement specified below for the applicable termination scenario. The Notice of Termination shall expressly state the intended Termination Date. During the period of time between the date of the Notice of Termination and the actual Termination Date, both Parties must continue to fully abide by and comply with the terms and conditions of this Lease Agreement.

E. Termination at End of Term. If either Party intends to terminate the Lease at the end of the then-current Term, that Party must provide a written, timely Notice of Termination to the other Party no less than six (6) months prior to the end date of that Term. The Notice of Termination shall expressly affirm that the end date of that Term will be the Termination Date of the Lease.

F. Early Termination. If either Party intends to terminate the Lease earlier than the end date of the then-current Term (“**Early Termination**”), pursuant to an applicable Early Termination provision set forth herein, that Party must provide a written, timely Notice of Termination to the other Party in accordance with the time requirement specified below for the applicable termination scenario. The Notice of Termination shall expressly state the intended Termination Date.

1. Early Termination by Lessee.

a. During the Initial Term. During the Initial Term, the Borough shall have the right of Early Termination of the Lease after **xxxx** (five years from the Commencement Date of the Lease), provided that the Borough is not in a status of Default (as defined in Section 17 below). To effectuate Early Termination during the Initial Term, the Borough must provide a written, timely Notice of Termination to SEPTA no less than six (6) months prior to the therein specified Termination Date.

b. During an Optional Term. During an Optional Term, the Borough shall have the right of Early Termination of the Lease at any time, provided that the Borough is not in a status of Default (as defined in Section 17 below). To effectuate

Early Termination during an Optional Term, the Borough must provide a written, timely Notice of Termination to SEPTA no less than six (6) months prior to the therein specified Termination Date.

2. Early Termination by SEPTA.

a. Recapture. Because the FTA holds an interest in the property of the Station, when SEPTA contractually conveys to third party rights to any or all of the Station property (such as through a lease, license, easement, etc.), SEPTA must retain the right to recapture all or part of the conveyed property (“**Recapture**”), subject to the Recapture requirements established by the FTA.

Accordingly, SEPTA and Borough acknowledge that, notwithstanding any other provision herein, SEPTA shall have the right to Recapture the Premises, or any part thereof, for transportation purposes or to comply with the requirements of the FTA. The right to Recapture for transportation purposes may be exercised by SEPTA at any time during the Lease Term, provided that SEPTA gives the Borough twelve (12) months prior, written Notice of Termination, which expressly specifies that the Early Termination is an act of Recapture and identifies the intended Termination Date. To execute the act of Recapture, SEPTA may revoke in whole or in part, terminate, or modify, as applicable, this Lease Agreement and the Lease established hereunder.

b. Termination for other than Recapture. SEPTA shall have the right to decline an upcoming Optional Term by providing Notice of Termination in accordance with Section 3.E.

During the Initial Term, SEPTA shall not have the right of Early Termination of the Lease for any reason except Recapture and Default (see Section 17).

During an Optional Term, SEPTA shall have the right of Early Termination, without having to state a reason, by providing a timely, written Notice of Termination to Borough no less than six (6) months prior to the therein specified Termination Date.

c. Termination for Default. SEPTA has the right to terminate this Lease and Lease Agreement due to an event of Default by Borough or Sublessee, and in such instance, Section 17 shall apply and shall govern the actions of SETPA, the Borough and the Sublessee.

G. **Holding Over.** If the Borough or Sublessee in possession of the Premises after the Termination Date, without any agreement extending the Lease Term, the Lease shall be in “**Hold Over**” status and the tenancy shall be on a month-to-month basis. SEPTA may demand that Borough and Sublessee surrender and vacate the Premises with 30 days written notice. For each month or partial month that the tenancy is in Hold Over status and the Premises have not been fully vacated in accordance with the requirements hereunder, SEPTA may charge the Borough twice the Basic Rent amount in effect at the time of the Termination Date. If SEPTA has to force the full and complete surrender and vacation of the Premises, SEPTA shall be entitled to be

reimbursed by the Borough for all costs SEPTA incurs for effectuating that surrender and vacation. The foregoing does not limit the liability of the Borough to comply with this Lease Agreement, nor does it limit SEPTA's rights regarding Default (see Section 17) hereunder.

SECTION 4. Condition and Permitted Use of Premises.

A. **Acknowledgement of Subleasing.** The Parties agree and acknowledge that the underlying intent of this Lease Agreement, and the granting of a Lease hereunder, is that the Borough will sublet the some or all of the Premises to another entity ("**Sublessee**") for its use. The Borough is hereby granted permission to sublet the Premises, provided that Borough does so, and continues to act, in accordance with this Lease Agreement. For the purpose of this Lease Agreement and the Lease hereunder, the term "**Permitted Use**" shall refer to both (1) the Borough's role as, and ability to act as, the grantor of a Sublease subject to this Lease; and (2) the acceptable and lawful use for which the Sublessee will use the Premises.

The Borough is permitted to have Sublessee assume responsibilities for any applicable rights and obligations established hereunder; however, the Borough shall be ultimately responsible for the satisfaction of and compliance with the obligations, requirements, terms, and conditions set forth by this Lease Agreement.

The Borough will enter into a separate lease agreement, which will constitute and be called a sublease (herein "**Sublease**"), with the entity of Borough's choice, provided that the Sublease must be submitted to SEPTA for its approval prior to execution. The Borough agrees that it will identify within the Sublease the nature of, as well as the requirements and limitations regarding, the specific use to which the Sublessee is permitted to put the Premises, as well as all rights, obligations, limitations, requirements, terms, and conditions set forth hereunder that are to be applicable to the Sublessee.

B. **Condition of Premises.** The Borough accepts the Premises "as is" and acknowledges that SEPTA has made no agreement, representation or warranty as to the condition, safety, suitability, or unsuitability, of the Premises for the Permitted Use, for any particular use, or for any purpose at all. Although SEPTA has set forth herein certain restrictions and limitations that may impact the type of use of the Premises, it is Borough's obligation to determine whether a Sublessee's use of the Premises can comply with this Lease.

In the event that the Premises are not put to active use and/or open for business for any period of time, the Borough shall keep the Premises in a safe, neat, clean, attractive, and orderly condition. The Borough shall be required to pay all Rentals under this Lease even if the Premises are not open for business or actively operated for a Permitted Use.

C. **General Conditions of Use.** The borough shall not use or permit the use of the Premises in any way that causes or creates any public or private nuisance. Within the Sublease, Borough shall ensure that the following, at a minimum and as applicable, are included and addressed: responsibility for all necessary local permits and approvals; operating hours/days for Permitted Use; responsibility for the environmental condition of the Premises; legality of usage of the Premises; compliance with all laws, statutes, regulations, ordinances, etc. Borough has the right to specify to its Sublessee additional requirements, limitations, prohibitions, or restrictions,

beyond those cited herein, provided they are lawful and identified in the Sublease, the enforcement of which shall be the responsibility of the Borough.

D. Initial Improvements. The Borough has proposed, and SEPTA has agreed that the Borough will make certain improvements (“**Initial Improvements**”) to the Premises upon the onset of the Lease, after the Commencement Date. The Initial Improvements, which include, but are not limited to, general improvements to the parking lot and access area between the road and the parking lot, have been estimated to cost approximately \$55,477.00, which will be incurred and paid by the Borough. SEPTA has reviewed, considered, and approved the scope of work for these improvements. After the Commencement Date, the Borough may proceed with undertaking the Initial Improvements in accordance with the approved scope of work and will execute and be responsible for the work of the Initial Improvements in accordance and compliance with Section 10 below.

During the Initial Term of the Lease, the Borough shall be granted reductions in rent owed (“**Rent Credit**”), in accordance with Sections 4.D.1 and 4.D.2, for having borne the costs of the Initial Improvements. During the entire Lease Term, the Borough shall also be granted Rent Credit for the upkeep and maintenance (“**Maintenance**”) of the Premises in accordance with Section 4.D.3 below. The Rent Credit amounts shall be as follows and shall have the effect as described in Section 5.C below.

1. For the first three years of the Lease, the Borough will be granted \$103,741.52 in Rent abatement.
2. For each of the last seven years (years 4 through 10) of the Lease, the Borough will be granted a Rent Credit of approximately \$14,245.29 annually for Initial Improvements; and
3. For each year of the Lease Term, the Borough will be granted a Rent Credit of \$6,500.00 annually for the Maintenance of the Premises.

SECTION 5. Rental.

A. Security Deposit. The Borough is not required to provide a security deposit with SEPTA for the Borough’s Lease of the Premises. Whether Borough requires a security deposit of the Sublessee is at the discretion of Borough and should be addressed within the Sublease.

B. Payment of Rental. The Borough shall pay rent (“**Rental**”) to SEPTA for the Lease of the Premises, which Rental shall include (1) annual “**Basic Rent**” as described in Section 5.C; and (2) any additional charges, fees, costs, taxes, etc. that come due under the Lease Agreement (herein “**Additional Rent**”).

C. Basic Rent. Effective on the Commencement Date, the Borough shall owe and pay annual Basic Rent, which shall be paid in equal monthly installments (“**Monthly Rent**”) in advance on the first (1st) day of each month and shall be calculated as described below.

1. For Years 1 through 3 of the Initial Term. The annual Basic Rent and Monthly Rent shall be calculated as follows:
 - a. Annual “**Gross Rent**” is abated for the first three years.
 - b. Gross Rent is escalated by 3% per year after year one;
2. For Years 4 through 10 of the Initial Term. The annual Basic Rent and Monthly Rent shall be calculated as follows:
 - a. Annual Gross Rent is \$36,322.25 for the fourth year;
 - b. Annual Gross Rent is escalated by 3% per year;
 - c. Less \$6,500.00 Rent Credit for Maintenance;
 - d. Less the Rent Credit of \$14,425.29 for Initial Improvements, Equals the annual Basic Rent amount;
 - e. The annual Basic Rent amount is then divided by twelve to establish the Monthly Rent for each of the seven years.
3. For each of the years of the Option Terms. The annual Basic Rent and the Monthly Rent shall be calculated as follows:
 - a. Annual Gross Rent is \$44,671.78 for eleventh year;
 - b. Annual Gross Rent is escalated by 3% per year;
 - c. Less \$6,500.00 Rent Credit for Maintenance equals Annual Basic Rent;
 - d. The annual Basic Rent amount is then divided by twelve to establish the Monthly Rent for each year of the Optional Terms.

4. Table of Rental Amounts.

Proposed Hatfielde Rent/Credit Schedule			
Term	10 Years		
Option	2 5 Year Options		
Appraised Fair Market Annual Rent (AFR)	\$33,240.00		
Initial Capital Reconstruction Cost (ICR)	\$55,477.00		
Annual Maintenance Credit (AMC)	\$6,500.00		
Annual Escalation Rate (AER)	0.03		
Year	Annual Rental Rate (ARR) Escalated starting year 2 = (AFR)+(AER)	Rent Credit (Year 1-3 Abatement)(Year 4-10 ICR Credits)(AMC Year 1- 20)	Basic Rent Due:
(Base lease term start) 1	\$33,240.00	\$33,240.00	\$0.00
2	\$34,237.20	\$34,237.20	\$0.00
3	\$35,264.32	\$35,264.32	\$0.00
4	\$36,322.25	\$14,425.29	\$21,896.96
5	\$37,411.91	\$14,425.29	\$22,986.62
6	\$38,534.27	\$14,245.29	\$24,288.98
7	\$39,690.30	\$14,245.29	\$25,445.01
8	\$40,881.01	\$14,425.29	\$26,455.72
9	\$42,107.44	\$14,425.29	\$27,682.15
Last year of base lease term) 10	\$43,370.66	\$14,425.29	\$28,945.37
(Beginning of 5-year option) 11	\$44,671.78	\$6,500.00	\$38,171.78
12	\$46,011.93	\$6,500.00	\$39,511.93
13	\$47,392.29	\$6,500.00	\$40,892.29
14	\$48,814.06	\$6,500.00	\$42,314.06
(Last year of of 5 year option) 15	\$50,278.48	\$6,500.00	\$43,778.48
(Beginning of second 5-year option) 16	\$51,786.84	\$6,500.00	\$45,286.84
17	\$53,340.44	\$6,500.00	\$46,840.44
18	\$54,940.66	\$6,500.00	\$48,440.66
19	\$56,588.87	\$6,500.00	\$50,088.87
(Lease terminates) 20	\$58,286.54	\$6,500.00	\$51,786.54
Base Lease Term Rent Total	\$381,059.35		\$177,700.80
Option Period Rent Total	\$512,111.90		\$447,111.90
Total Rent Base Lease Term + Option Period	\$893,171.25		\$624,812.70

D. Additional Rent. The Borough shall pay all other sums of money, fees, fines, penalties, taxes, and charges of kind that become due or are required under this Lease Agreement to be paid by the Borough to SEPTA. All such amounts due shall constitute Additional Rent hereunder.

E. Payment of Rental. The Borough shall make Rental payments to the address below. The Monthly Rent payment for each month is due on or before the first day of that month. SEPTA expects to send monthly invoices to the Borough specifying the then-current Monthly Rent amount due. However, if an invoice or invoices are not sent by SEPTA, not received by Borough, or not accurate, Borough is still responsible for the timely payment of the accurate Monthly Rent amount that is due.

SEPTA will invoice the Borough for any and all amounts of Additional Rent as they arise. Borough will pay Additional Rent invoices within 30 days of receiving the invoice.

SEPTA shall have the right to charge Borough a late fee of 5% of the invoice amount if an invoice is not paid by ten days after the date due as specified above. The Parties agree that this late fee charge represents a fair and reasonable estimate of the costs that SEPTA will incur for such late payment. Borough's payment of a late fee charge shall not constitute SEPTA's waiver of default by Borough or of any right or remedy hereunder, including a determination of default by Borough.

F. Payments In the Event of Recapture. In the event of Recapture, the requirement that Borough pay Basic Rental shall end as of the specified Termination Date; except that any Basic Rental that was previously due but not paid, shall still be due and owed to SEPTA and must be paid by Borough. Additional Rental may still become due from during the Lease Term and must still be paid by Borough even after the specified Termination Date resulting from Recapture.

If SEPTA Recaptures the Premises during the Initial Term, SEPTA shall reimburse Borough for the remaining portion of the amount of the Rent Credits for Initial Improvements, to which Borough would have otherwise been entitled, for the period from the Recapture Termination Date through XXXXX

If SEPTA Recaptures the Premises during an Optional Term, Borough shall not be entitled to or receive any reimbursement, remuneration, compensation, restitution or other type of payment, for Early Termination of the Lease due to Recapture

SECTION 6. Fixtures.

For the Purpose of this Lease Agreement, the term "**Fixtures**" shall mean all of the tangible personal property of Borough and/or Sublessee that are put in place on the Premises by Borough or Sublessee, that are not permanently affixed to the Premises and that are not SEPTA Property. Examples of Fixtures include, but are not limited to, signs, furniture, business equipment and appliances, furnishings and décor, lighting, window treatments, etc. All Fixtures placed or installed on the Premises shall always be the property and responsibility of their owner. The maintenance, repair, enhancement, upgrade, and replacement of any and all Fixtures, the costs therefor, and liability associated therewith, shall be the responsibility primarily of the owner and ultimately of the Borough.

The Parties agree that SEPTA shall have no obligations, responsibility or liability with regard to Fixtures or any damage or injury associated therewith. If any Fixtures cause any damage or destruction to the Premises or any SEPTA Property, the Borough, at its own expense, shall be responsible and liable for taking all actions necessary for the repair, replacement, resolution, correction, restoration etc. of SEPTA Property to bring it back to its condition prior to this Lease, or better (generically "Restoration"). If Borough fails to make such Restoration in a reasonable period of time, SEPTA may, but is not obligated to, make such Restoration, and SEPTA may bill Borough, to be treated as Additional Rent, for the Restoration work performed by SEPTA.

All Fixtures shall be removed from the Premises by the Termination Date of the Lease and the Borough shall be responsible for the repair of any and all damage to the Premises caused by the placement, installation and/or removal of Fixtures.

SECTION 7. Utilities.

SEPTA does not warranty that the Premises have any or all utility service facilities, such as for water, electricity, telephone, internet, sanitary sewer service, fire protection sprinkler system, property protections/detection systems (collectively and generically, “Utilities”), that may be necessary or useful for the Permitted Use. Any Utilities or Utilities’ Facilities that are in place at the Commencement of the Lease are deemed to be SEPTA Property and are conveyed to Borough under and as part of the Lease. The Borough acknowledges that, for the Lease Term, it shall be responsible for the expense, actions, and liability associated with the installation, operation, maintenance, repair, enhancement, upgrade, replacement, and continued existence of the Utilities on the Premises, including any that may be SEPTA Property. The Parties agree that SEPTA shall have no obligation, responsibility or liability with regard to the Utilities on the Premises, whether existing prior to this Lease Agreement or added or modified after the Commencement of the Lease, or for any cost, expense, injury, damage or destruction associated with the Utilities or any need for Utilities.

If any Utilities cause any damage or destruction to the Premises or any SEPTA Property, the Borough, at its own expense, shall be responsible and liable for taking all actions necessary for the Restoration of SEPTA Property. If Borough fails to make such Restoration in a reasonable period of time, SEPTA may, but is not obligated to, make such Restoration, and SEPTA may bill Borough, to be treated as Additional Rent, for such Restoration work performed by SEPTA.

SECTION 8. Signage.

Borough has the right to install, or to allow Sublessee to install, signage on the Premises as it deems appropriate, helpful, useful, or related to the Permitted Use and/or the operation of the Premises (“Signs”), and all such Signs are to be professional prepared, securely and safely located and installed, and maintained and repaired, at its own cost and expense. Borough shall install or require that Sublessee install Signs that provide prominent warning that that no persons, materials, or vehicles are permitted to enter the railroad ROW (as defined in Section 2.E above). Borough may install or allow installation of Signs that identify the entity operating the Premises for the Permitted Use, direct vehicular or pedestrian traffic, specify parking restrictions or requirements, e Premises. However, signage that constitutes advertising for another entity for the purpose of generating revenue for the Borough or its Sublessee shall not be permitted. The Borough shall be responsible and liable for Signs on the Premises and shall ensure that all Signs comply will all applicable laws, statutes, regulations, ordinance and good business practices, and are maintained in good condition and repair at all times. SEPTA reserves the right to deny the use of or require the removal of any Signs that violate or are disallowed by SEPTA’s policies regarding signage, advertising, and artwork. The Parties agree that SEPTA shall have no obligation, responsibility or liability with regard to the Signs placed on the Premises or for any cost, expense, injury, damage or destruction associated with any Signs or the existence of Signs on the Premises.

If any Signs cause any damage or destruction to the Premises or any SEPTA Property, the Borough, at its own expense, shall be responsible and liable for taking all actions necessary for the Restoration of SEPTA Property. If Borough fails to make such Restoration in a reasonable period of time, SEPTA may, but is not obligated to, make such Restoration, and SEPTA may bill Borough, to be treated as Additional Rent, for such Restoration work performed by SEPTA.

The Borough shall remove, or ensure the removal of, at its own cost and expense, all Signs from the Premises by the Termination Date of the Lease. If Borough fails to remove all signs within a reasonable period of time after the Termination of the Lease, SEPTA may, but is not obligated to, perform such removal and may bill Borough, to be treated as Additional Rent, for the removal work performed by SEPTA.

SECTION 9. Upkeep and Maintenance.

A. Throughout the Lease Term, the Borough shall be responsible for ensuring the upkeep and maintenance (collectively and generically “**Maintenance**”) of the Premises and all parts thereof in good, safe, merchantable, clean, and orderly condition. Maintenance of the Premises shall include, but not be limited to, cleaning, routine and regular maintenance, inspections, correction, repairs, replacement, upgrade, etc. regarding:

1. the inside and outside of all glass in doors and windows; all interior and exterior surfaces; promptly replacing cracked or broken glass (with glass of like color, grade and quality); keeping clean and sanitary conditions that are also free of insects, rodents, vermin and other pests; all garbage, trash, rubbish or other refuse kept within and/or outside of the building are kept in rodent-proof containers; arranging for regularly scheduled sanitation and trash removal services; smoke detectors, fire extinguishers, and other safety protections are kept in good working order;

2. the sidewalks, walkways, parking lots, platforms, driveways and access ways, are promptly cleared of snow, ice, trash, debris, etc.;

3. facilities, equipment and structural aspects of the Premises; such as external lighting, paved/concrete surfaces, external facilities and structures, the building(s) and the components and facilities that comprise or are constructed into the buildings -- e.g. the roof, the floors, doors, the interior ceilings, interior walls, exterior walls, windows, glass, lighting, the plumbing system, the electrical system, the heating/ventilation/air-conditioning system, bathrooms, and all such systems, facilities and appurtenances -- that are part of the operation, functioning and usefulness of the building and the Premises, etc.

4. compliance with all applicable laws, statutes, regulations and ordinance, as well as industry and community standards and insurer requirements;

5. any and all damage or destruction of the Premises or any part thereof, that occurs for any reason, or no apparent reason, including an act of God.

B. Borough shall notify SEPTA of any damage or destruction to the Premises and/or any SEPTA Property. The Borough, at its own expense, shall be responsible and liable for taking all actions necessary for the Restoration of SEPTA Property. If Borough fails to make such Restoration in a reasonable period of time, SEPTA may, but is not obligated to, make such Restoration, and SEPTA may bill Borough, to be treated as Additional Rent, for such Restoration work performed by SEPTA.

SECTION 10. Improvements.

A. The Borough has the right, but not the obligation, to make, or to allow Sublessee to make, “Improvements” to the Premises as it deems appropriate, helpful, useful, or related to the Permitted Use and/or the operation of the Premises; provided that advanced written approval is

obtained from SEPTA. "Improvements" shall be defined as those changes, modifications, additions, expansions, enhancements, renovations, reconstructions, etc. that have a material impact on the Premises or some portion of the SEPTA, when such work, results or impact is not easily reversible. Alterations, modifications, upgrades, expansion, replacements, enhancements, etc., to systems and facilities such as plumbing, heating, air-conditioning, lighting, electrical, etc., whether in a building or on another part of the Premises, shall constitute Improvements hereunder. SEPTA reserves the right, at its own discretion, to deny requests to make proposed Improvements.

The Parties agree that SEPTA shall have no obligation, responsibility or liability with regard to, or for any cost, expense, injury, damage or destruction associated with, the planning, design, construction, execution, operation, execution, maintenance, or existence of any Improvements made on the Premises or on SEPTA Property.

The Borough shall be responsible and liable for Improvements, and all work performed regarding Improvements, on and to the Premises. Borough and shall ensure that all work and results related to Improvements comply with all applicable laws, statutes, regulations, ordinances, and good business practices – including environmental laws and protections. Borough shall be responsible and liable for ensuring that all Improvements, as well as the Premises, are properly maintained and kept in good functioning and safe condition and repair at all times.

If any Improvements, or any work related in any way to any Improvements, cause any damage or destruction to the Premises, any SEPTA Property, or any third party property, the Borough, at its own expense, shall be responsible and liable for taking all actions necessary for the Restoration of that property. If Borough fails to make such Restoration in a reasonable period of time, SEPTA may, but is not obligated to, make such Restoration, and SEPTA may bill Borough, to be treated as Additional Rent, for such Restoration work performed by SEPTA.

The Parties understand and acknowledge that due to the nature of Improvements, as defined hereunder, Improvements can generally not be removed from the Premises at the Termination Date of the Lease.

B. Borough shall not commence any Improvements unless and until: (1) SEPTA has approved the plans and specifications for the Improvements; (2) all necessary permits and approvals have been obtained; and (3) appropriate insurance for the planned work has been acquired and is in effect.

C. In the event that work on Improvements requires entering into or accessing any portion of the ROW, SEPTA shall be given 30 days advance written notice so that it may determine if any track protections or work oversight is needed.

D. If at any time it is determined that the station building or any other portion of the Premises is designated as a historic property (such as listed on the National Historic Register of Places, or other state or local equivalent register), any and all work on the Premises must be performed in compliance with applicable law. All resulting liability, costs, fees, actions/omissions, or work performed shall be the responsibility of Borough.

SECTION 11. Taxes.

The Borough shall be ultimately responsible for the payment of all real estate tax, assessments, fees, levies, and other charges of any kind, for example, local and governmental services (such as Fire protection, street, sidewalk, road maintenance, refuse removal, stormwater

management, etc.), whether foreseen or unforeseen, that may be imposed on the Property, on Improvements to the Premises or any part thereof, or for the use of the Premises pursuant to this Lease and/or associated Sublease (collectively and generically herein, "Taxes"). When circumstances permit, the Borough and/or Sublessee shall pay Taxes directly. Otherwise, when SEPTA must pay any Taxes associated with the Premises, SEPTA shall seek reimbursement from the Borough, which request will take the form of and be treated by the Borough as Additional Rent.

SECTION 12. Security.

The Borough assumes all responsibility for the protection of the Premises, its agents, employees, contractors and invitees while on the Premises, and their property. Borough shall be ultimately responsible for determining the level, types and methods of security that is to be provided for the Premises, and for providing all such security. Security obligations shall also include warning of any dangers on the Premises. All costs associated with providing all types of security measures, such as but not limited to guard service, camera surveillance, signage, etc., are the obligation of the Borough. SEPTA has no obligation whatsoever to provide any security measures. The Borough will be assumes all responsibility for the actions of agents, employees, and contractors who are involved in providing security for the Premises.

SECTION 13. Mechanic's Liens.

The Borough shall not allow any mechanic's or other lien to be asserted against the Premises or SEPTA. No work performed by or on behalf of Borough, or Sublessee, shall be deemed to be for the immediate use and benefit of SEPTA, and no lien can be asserted against SEPTA. In the event a person or entity attempts to file a lien against SEPTA or the Premises, for any reason related to any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished by Borough or Sublessee. Borough shall defend SEPTA and cause the lien to be immediately discharged.

SECTION 14. Environmental Matters.

A. Release of Hazardous Material. Borough shall not, and shall ensure that Sublessee does not, cause, or permit to occur, the generation, manufacture, release, discharge, storage, disposal, or transportation (herein collectively and generically "**Release**") of any "Hazardous Material" on, under, in, above, to, or from the Premises. "**Hazardous Material**" shall mean any substances, materials and wastes that are regulated as hazardous or toxic substances under any applicable local, state or federal law, regulation, or order. In the event of a Release of Hazardous Material on the Premises, Borough shall be responsible and liable for the performance of all activities needed for the reporting, investigation, clean-up, reclamation, monitoring, containment, removal, storage, and restoration work on the Premises and SEPTA Property, as well as for all claims, injuries, illnesses, liabilities, costs, damages and expenses associated therewith. Borough shall indemnify, defend, and hold SEPTA harmless from and against all claims, damage, fines, fees, expenses and all costs incurred by SEPTA arising out of a Release of Hazardous Material on the Premises.

B. Potential Pre-existing Environmental Dangers. Borough shall be responsible for determining, and the cost of determining, whether mold, lead paint and/or asbestos are present on

the Premises. If remediation, abatement and/or removal (generically herein “Remediation”) of mold, lead paint and/or asbestos becomes necessary, Borough shall bear all responsibility, costs and expenses associated therewith. SEPTA must approve, in advance and in writing, any and all plans, methods, and schedules related to intended or needed Remediation activities. Borough shall promptly provide to SEPTA a copy of all Remediation-related surveys, reports and other documentation pertaining to Remediation activities on the Premises undertaken by or on behalf of Borough and/or Sublessee, including but not limited to, notifications, final reports and air monitoring reports.

SECTION 15. Insurance.

A. Insurance Coverages. Borough shall ensure that adequate and applicable insurance coverages are purchased and kept in place for the duration of the Lease Term. The following are the minimum insurance coverages and limits of liability that must be provided.

1. Workers' Compensation Insurance. Workers' Compensation, including Employer's Liability, as required by applicable laws and statutory requirements of the Commonwealth of Pennsylvania.

2. Commercial General Liability Insurance. Commercial general liability coverage for the Use to which the Premises are put, with \$2,000,000 combined single limit, bodily injury and property damage, per occurrence with not less than a \$6,000,000 annual aggregate.

3. Vehicle Liability Insurance. Vehicle liability coverage for \$2,000,000 combined single limit, bodily injury and property damage, per occurrence with not less than a \$2,000,000 annual aggregate.

B. Additional Insured. SEPTA shall be named as an additional insured on all applicable insurance policies required under this Lease Agreement. All policies shall require a minimum of 30 days' prior written notice to SEPTA before cancellation by the insurance company. An insurance company that issues insurance required under this Section must have a financial rating not less than B+, as rated in the most recent edition of Best Insurance Reports, and must have been in business for at least the past five years.

C. Evidence of Insurance. Prior to the Commencement Date, Borough shall provide copies of the insurance declaration sheets that confirm that the insurance requirements set forth above are in effect. Borough is responsible for providing to SEPTA evidence of insurance from its Sublessee.

SECTION 16. Indemnification.

Borough shall indemnify, release, hold harmless and defend SEPTA and its board, officers, directors, employees, agents, successors, assigns (collectively for this Section “SEPTA”) from and

against any and all claims, actions, lawsuits, demands, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees and litigation expenses), in connection with personal injury or illness, loss of life, damage to property, violation of law, assessment of tax or lien, and breach of obligation, responsibility or liability; arising from, resulting from, or in connection with, the Premises, the use of the Premises under this Lease Agreement and/or a Sublease, and the rights, responsibilities and obligations conveyed by the Lease and or any associated Sublease.

SECTION 17. Default.

A. Events of Default. Each of the following shall be deemed an event of “**Default**” hereunder:

1. The failure of Borough to make two (2) consecutive monthly Basic Rent payments within ten (10) days any the second missed payment having been due;
2. Abandonment, vacation or surrender of the Premises by Borough, that is not in compliance with the terms of this Lease Agreement;
3. Giving a false or inaccurate representation, information, document, accounting or financial statement to SEPTA by Borough;
4. Failure by Borough to observe or perform promptly and fully a provision, covenant or condition of this Lease Agreement, and such failure continues and is not cured or corrected within ten (10) business days after written notice thereof from SEPTA; if the cure or correction of such failure requires more than ten (10) business days, Borough shall not be in Default if it commences the cure within the ten (10) day period and diligently and continuously executes the cure to completion within a reasonable time, and keeps SEPTA informed of the progress.
5. Failure to fully and properly surrender and vacate the Premises, in accordance with the requirements herein, by the Termination Date, or the Early Termination if applicable;
6. The leasehold interest of the Borough is levied upon or is attached by process of law; or Borough fails to diligently contest and adequately have discharged any lien or claimed lien, or to give sufficient security to SEPTA to insure payment thereof; or Borough fails to satisfy any judgment rendered that results in a lien or claim on the Premises or SEPTA;
7. Borough becomes insolvent or unable to pay its debts; files a petition in bankruptcy or a petition to take advantage of any insolvency statute, making an assignment for the benefit of creditors, making a fraudulent transfer, applying for or consenting to the appointment of a receiver for itself, or of the whole or any substantial part of its property, or filing or answering a petition seeking reorganization under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof; or
8. A court of competent jurisdiction enters an order, judgment or decree adjudicating Borough bankrupt, or appointing a receiver for Borough, or approves a petition filed against Borough seeking reorganization or arrangement of Borough under any applicable federal or state bankruptcy laws, as now in effect or hereafter amended, if

such order, judgment or decree is not vacated, set aside or stayed within thirty (30) days from the date of entry thereof.

B. SEPTA's Remedies for Default.

1. SEPTA may treat the occurrence of an event of Default as a material breach of this Lease and, in addition to any or all other rights or remedies at law or under this Lease Agreement, SEPTA shall have the right, at its options and discretion, to terminate this Lease for Default, in which event SEPTA shall provide Notice of Termination to Borough that it must within ten (10) business days surrender and vacate the Premises in accordance with Section 18 below; and if Borough fails to do so, SEPTA may, without prejudice to any other remedy which it may have for possession or arrearages in Rental, enter upon and take possession of the Premises and expel or remove Borough and Sublessee from the Premises, without being liable for prosecution or any claim or damages therefor;

2. If SEPTA elects to terminate this Lease due to Default, SEPTA has the right to demand that Borough terminate the Sublease and that Borough ensure that the Sublessee surrenders and properly vacates the Premises, in accordance with Section 18 below, and removes all personal property and Fixtures, by the specified Termination Date due to Default.

3. In the event of termination due to Default, if the Premises are vacated by the end of ten (10) day stated period, SEPTA shall have the right, but not the obligation, to remove from the Premises all or any part of the personal property and Fixtures located therein and may place same in storage at a public warehouse. Borough hereby waives all claims or demands for damages that may be caused by SEPTA in taking possession of the Premises, the personal property and Fixtures, and all claims or demands which may result from the destruction of or damage to the personal property and Fixtures belonging to Borough or Sublessee, or any other person or entity that may be in or about the Premises at the time of such vacation.

4. Should SEPTA elect to terminate this Lease due to Default, SEPTA may still recover from Borough as "**Default Damages**", the following: (1) all past amounts of Basic Rent that were owed and not paid; (2) the total amount of Basic Rent that would have become due for the remainder of the then-current Term; (3) all Additional Rent was due but not paid, or arises, up to and through the Termination Date resulting from Default; (4) any and all costs, expenses, fees, fines, etc. that are paid by SEPTA to rectify the matter that led to or was the event of Default; and (5) any other amounts necessary to compensate SEPTA for all detriment proximately caused by Borough's Default and/or SEPTA actions is executing its remedies for Default. Borough must pay all Default Damages within 30 days of receipt by Borough of an invoice for same from SEPTA.

SECTION 18. Obligations Regarding Surrender of Premises.

By the Termination Date of the Lease, the Borough shall: (i) comply with the applicable terms and conditions of the Lease; (ii) remove all Borough's or ensure the removal of Sublessee's personal property and all Fixtures from the Premises; (iii) leave the Premises in a clean and sanitary

condition; (iv) remove all debris, trash, and graffiti therefrom; (v) upon SEPTA's prior written consent, leave in place and transfer Borough's rights, title or interests to all or specific Improvements to SEPTA; and (vi) Execute and finalize the Restoration of any and all aspects of the Premises and SEPTA Property. Borough shall deliver, as may be required establish a safe, "broom clean", state of good repair, reasonable wear and tear excepted. Upon the Termination Date, and after notice from SEPTA, if Borough has not properly removed all personal property and Fixtures, and satisfied all other above listed requirements, the Parties hereby affirm and agree that SEPTA may proceed to complete those requirements; and that the Borough will reimburse SEPTA for its costs in doing so, within 30 days of receipt by Borough of an invoice for such costs and expenses. This obligation of Borough shall extend beyond and be valid after the Termination Date of the Lease and the termination of the Lease Agreement.

SECTION 19. Subordination.

This Lease shall be subject, and subordinated at all times, to: (i) all recorded matters affecting the Premises, including, without limitation, the Title Restrictions; and (ii) the oversight authority of FTA or other governing authority regarding he Premises. Such subordination shall be effective without the execution of any further instrument.

SECTION 20. Notices, Communications and Payments.

A. Notices and Communications. All notices and communications regarding this Lease Agreement that are to be provided in writing shall be mailed to the following addressees; however the Parties may exchange email contact information as another mechanism for providing communications.

If to SEPTA: Southeastern Pennsylvania Transportation Authority
Real Estate Department
1234 Market Street, 10th Floor
Philadelphia, PA 19107-3780
Attn: Director of Real Estate

With copy to: Southeastern Pennsylvania Transportation Authority
Office of General Counsel
1234 Market Street, 5th Floor
Philadelphia, PA 19107-3780
Attn: Deputy General Counsel Corporate

If to Tenant: [Name]
[Address]
[Address]
[Address]

B. Rental Payments. Borough shall send all Rental payments as follows:

SEPTA
Accounts Payable
P.O. Box 7780-4044
Philadelphia, PA 19182-4044

SECTION 21. Governing Law and Jurisdiction.

This Lease Agreement is governed by and is to be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. All matters, disputes, claims, litigation, or any other proceedings, in connection with this Agreement, shall be brought and resolved, except for enforcement, in the state or federal courts located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and forum non conveniens. The Parties expressly consent to such jurisdiction and venue, and waive any objection to such jurisdiction or venue and all claims of inconvenience or lack of personal jurisdiction. The Parties represent and acknowledge that their position on jurisdiction and venue described above is reasonable and has been freely and voluntarily made.

SECTION 22. Disputes.

All disputes arising under this Agreement shall be resolved through either a mediation process or arbitration process. Disposition of a dispute through an arbitration process shall be done in accordance with the rules of the American Arbitration Association.

SECTION 23. Miscellaneous Provisions.

A. Sovereign Immunity. Nothing contained in the Lease Agreement shall be deemed to be a waiver of the immunities, defenses and limitations on damages that SEPTA enjoys under the provisions of 42 Pa.C.S. § 8501 *et seq.* and other law.

B. No Joint Venture. Any intention to create a joint venture or partnership relation between the Parties is hereby expressly disclaimed.

C. No Modification. The Parties acknowledge that this Lease Agreement represents the final expression of the agreement between them regarding the leasing of the Premises and the complete and exclusive statement of the terms thereof, and that all negotiations, considerations and representations between the Parties are incorporated herein. No course of prior dealings between the Parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Lease Agreement. No course of performance previously rendered and no prior agreement between the Parties or their affiliates shall be relevant or admissible to interpreting this Lease Agreement. The Lease Agreement can be modified only by a writing signed by both Parties.

D. Severability. If any portion of this Lease Agreement shall be deemed to be invalid or unenforceable, the remainder of the Lease Agreement shall be valid and enforceable.

E. Third Party Beneficiary. Nothing contained in the Lease Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary.

F. Counterparts. This Lease Agreement may be signed in one or more counterparts, with each executed counterpart constituting a valid original execution, and collectively the counterparts shall constitute a fully executed contract.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed by the undersigned duly authorized officers or representatives, and made effective on the date written above.

**SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY
(SEPTA) - Lessor**

ATTEST:

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

BOROUGH OF HATFIELD - Lessee

ATTEST:

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

Approval as to Form:

SEPTA

Office of General Counsel

EXHIBIT A
PREMISES



SEPTA Real Estate Dept.
D. Doler 09.19.2018

Hatfield Station License & Lease Premises

7. NEW BUSINESS / DISCUSSION ITEMS:

G. Fireworks Ordinance: Regulating the Use of Consumer and Display Fireworks

HATFIELD BOROUGH
ORDINANCE NO. _____

DRAFT

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE
BOROUGH OF HATFIELD REGULATING THE USE OF
CONSUMER FIREWORKS AND DISPLAY FIREWORKS
WITHIN THE BOROUGH

WHEREAS, Act 74 of 2022, House Bill 2157, P.N. 3332 was adopted by the General Assembly on July 6, 2022, was signed by the Governor on July 11, 2022, amends Title 3 Pa. C.S. Chapter 11 (hereafter, "Fireworks Law" or "Law"), and became effective on September 9, 2022; and

WHEREAS, the Fireworks Law governs the sale, purchase and use of Consumer Fireworks and Display Fireworks in the Commonwealth; and

WHEREAS, the Fireworks Law authorizes Pennsylvania municipalities to prohibit or restrict certain uses of Consumer Fireworks as defined in the Law if the municipality determines that certain conditions are met; and

WHEREAS, the Fireworks Law authorizes the adoption of local rules and regulations by the Borough that govern the use and display of fireworks; and

WHEREAS, Hatfield Borough Council has determined that the authority provided by the Fireworks Law should be exercised in the interests of public safety; and

WHEREAS, Borough Council, concerned about fire and injury risks in the densely populated Borough, desires to regulate the use of Display Fireworks and Consumer Fireworks within its limits, to restrict the use of fireworks for public safety purposes.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED and enacted by the Borough Council of Hatfield Borough, Pennsylvania, as follows:

SECTION 1.

Definitions

For the purposes of this Ordinance, the definitions of "Fireworks" and "Display Fireworks" shall be that set forth in Section 27-202 of the Zoning Ordinance, "Definition of Terms." However, the term "Consumer Fireworks" shall not include devices such as "ground and hand-held sparkling devices," "novelties," or "toy caps."

SECTION 2.

Display Fireworks

A. In accordance with the Fireworks Law, fireworks and display fireworks may not be used on any lot within the Borough of less than one acre in size, except on the following holidays and only if the conditions herein are met: Memorial Day, the Fourth of July, Labor Day, and New Year's Eve. The Display Fireworks will not be ignited within 300 feet of sales locations for Consumer Fireworks and the Display Fireworks will be handled by a competent operator at least 21 years of age who demonstrates evidence of fireworks handling and safety training, and who is not under the influence of alcohol while handling the fireworks, all in accordance with Sections 1102 and 1107 of the Fireworks Law. No Display Fireworks will be located, discharged or fired in such a manner as to be hazardous to people or property or discharged within 150 feet of a building or vehicle or directed at a building, or vehicle. No fireworks may be discharged on private property without the owner's permission,

B. No fireworks or Display Fireworks are permitted in public parks without written permission from Borough Council or the Borough Manager.

SECTION 3.

Consumer Fireworks

In accordance with the Fireworks Law, and based upon legislative findings that there is no location within the Borough, other than one acre lots that meet statutory requirements, including but not limited to, the prohibition of use within 150 feet of a building or vehicle, the use of Consumer Fireworks within the Borough in accordance with Section 1104(b)(5) of the Law is prohibited, except on the holidays listed in Section 2.A.

SECTION 4.

A. In accordance with the provisions of Section 1114(1) of the Law, any person using Consumer Fireworks in violation of the provisions of this Ordinance, for the first offense commits a summary offense, and upon conviction shall, in addition to any other penalty authorized by law, be punishable by a fine of not more than Five Hundred (\$500.00) Dollars. A subsequent offense under this Ordinance committed within three years of a prior conviction shall constitute a summary offense, and upon conviction shall, in addition to any other penalty authorized by law, be punishable of a fine of not more than One Thousand (\$1,000.00) Dollars.

B. Any person selling Consumer Fireworks in violation of the Law is punishable in accordance with Section 1114(2) by a fine of not less than \$10,000.

C. Any person selling Display Fireworks in violation of the Law is punishable in accordance with Section 1114(3) by a fine of not less than \$10,000.

SECTION 5.

All ordinances or resolutions or parts of ordinances or resolutions insofar as they are inconsistent herewith are hereby repealed and rescinded.

SECTION 6.

In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not effect or impair any of the remaining provisions, sections, clauses or parts of this Ordinance; it being the intent of the Borough that the remainder of the Ordinance be and shall remain in full force and effect.

SECTION 7.

This Ordinance shall take effect in accordance with the Laws of the Commonwealth of Pennsylvania.

ADOPTED BY COUNCIL on this _____ day of _____, 2023, with Council members _____ voting "yes," and Council members _____ voting "no."

ATTEST: BOROUGH OF HATFIELD

JAIME SNYDER, SECRETARY _____
JASON FERGUSON, PRESIDENT
BOROUGH COUNCIL

APPROVED this ____ day of _____, 2023.

Mayor Mary Anne Girard

8. OLD BUSINESS:

**A. Ordinance No.550 Chickens:
Amending Chapter 2 & Chapter 27**

LEGAL NOTICES

NOTICE IS HEREBY GIVEN THAT HATFIELD BOROUGH COUNCIL WILL HOLD A HEARING AND THEREAFTER CONSIDER THE ADOPTION OF AN ORDINANCE OF HATFIELD BOROUGH, MONTGOMERY COUNTY, PENNSYLVANIA, REVISING ITS CODE OF ORDINANCES TO ADD A SECTION PERMITTING THE RAISING OF CHICKENS UNDER CERTAIN CIRCUMSTANCES IN SECTION 2-101, LIVESTOCK AND FARM ANIMALS PROHIBITED WITHIN BOROUGH LIMITS, AS A RESIDENTIAL ACCESSORY USE IN CERTAIN RESIDENTIAL ZONING DISTRICTS BEING R1, R2, AND R3 AND AT A PUBLIC MEETING TO BE HELD ON WEDNESDAY, MAY 17, 2023 AT 7:00 PM AT THE HATFIELD MUNICIPAL BUILDING AT 401 SOUTH MAIN STREET IN HATFIELD, PA. A SUMMARY OF THE ORDINANCE FOLLOWS. THE FULL TEXT MAY BE EXAMINED DURING BUSINESS HOURS AT THE BOROUGH OFFICES, LOCATED AT 401 SOUTH MAIN STREET IN THE BOROUGH OR AT THE OFFICE OF THE REPORTER NEWSPAPER AT 307 DERSTINE AVE., LANSDALE, PA 19446, AS WELL AS AT THE MONTGOMERY COUNTY LAW LIBRARY AT THE MONTGOMERY COUNTY COURTHOUSE, LOWER LEVEL, NORRISTOWN, PA 19404-0311. INTERESTED PARTIES ARE WELCOME TO ATTEND AND BE HEARD. THOSE REQUIRING SPECIAL ACCOMMODATIONS SHOULD CONTACT THE BOROUGH MANAGER JAIME SNYDER IN ADVANCE OF THE HEARING.

The purpose of the Ordinance is to update and revise the Borough's prohibition against keeping any livestock or farm animals within Borough limits to allow for the keeping of hens, but not roosters, under certain circumstances by amending Section 2-101 to add standards for the keeping of a small number of hens, but not roosters, in certain residential zoning districts, and by amending section 27-903 "Uses Accessory to a Dwelling," to add the keeping of domesticated chickens in the R1, R2 and R3 zoning districts under certain conditions and circumstances. The ordinance limits the number of chickens allowed per 10,000 square feet of lot area, requires permits, and evidence of educational training in the care and keeping of chickens. The Ordinance regulates how the chickens may be kept and provides that hen houses must be kept clean, dry and odor free and prohibits the public slaughter of chickens.

CATHERINE M. "KATE" HARPER, ESQ. HATFIELD BOROUGH SOLICITOR

DRAFT

HATFIELD BOROUGH
MONTGOMERY COUNTY, PENNSYLVANIA
ORDINANCE NO. 550

AN ORDINANCE OF THE BOROUGH OF HATFIELD, MONTGOMERY COUNTY,
PENNSYLVANIA, AMENDING CHAPTER 2 (ANIMALS) AND CHAPTER 27
(ZONING) OF THE CODE OF ORDINANCES OF THE BOROUGH OF HATFIELD,
MONTGOMERY COUNTY, PENNSYLVANIA PROVIDING CONDITIONS FOR THE
KEEPING OF CHICKENS IN THE BOROUGH

WHEREAS, the Borough of Hatfield, Montgomery County, Pennsylvania (hereinafter
“Borough”) is a municipality organized and existing under the laws of the Commonwealth of
Pennsylvania; and

WHEREAS, the Borough has enacted a Code of Ordinances pursuant to its statutory
authority in the Pennsylvania Borough Code; and

WHEREAS, Chapter 2, “Animals,” section 2-101 specifically provides that it is unlawful
to keep livestock and farm animals, including chickens within the Borough, and

WHEREAS, it is the intent of this ordinance to provide regulations for keeping chickens
in the Borough while simultaneously advancing the substantial government interest of public
safety, health and protection; and

WHEREAS, the Borough has recognized the need to amend the Code of Ordinances to
add a section in Chapter 2, dealing with the keeping of chickens within the Borough to address a
recent interest in keeping chickens in the Borough as reflected herein.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Borough Council of
Hatfield Borough, Montgomery County, Pennsylvania, to amend section 2-101 to modify
“chickens” from the list of unlawful livestock and farm animals in §2-101, “Livestock and Farm
Animals prohibited” by adding the words, “except as stated below,” after the word, “chickens”
and to add a new §2-101 (3) so that the ordinance reads as follows:

Part 1
LIVESTOCK AND FARM ANIMALS PROHIBITED
§ 2-101

**Unlawful to Keep Livestock and Farm Animals Within Borough Limits;
Violations and Penalties.**

1.

No person, firm or corporation shall keep any livestock, farm animals
including, but not limited to, pigs, hogs, horses, cows, chickens, **except as
permitted below in section 3**, ducks and sheep, within the Borough, nor shall

any person, firm, or corporation maintain any buildings or pens for the keeping or maintenance of any such animals at any place within the Borough.

2.

Penalty. Any person, firm or corporation who shall violate any provision of this Part, upon conviction thereof in an action brought before a Magisterial District Judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each section of this Part which shall be found to have been violated shall constitute a separate offense.

3.

Chickens

- A. The purpose of this article is to provide standards for the keeping of domesticated chickens. It is intended to enable residents of the Borough to keep a small number of female chickens on a noncommercial basis while limiting the potential adverse impacts on the surrounding neighborhood. The Borough recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and chickens leaving the owner's property. This article is intended to create standards and requirements that ensure that domesticated chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept.
- B. Permit required. An annual permit is required for the keeping of any domesticated chickens in the Borough. Every applicant for a permit to keep domesticated chickens shall complete and file an application on a form prescribed by the Code Enforcement Officer. Deposit the prescribed permit fee with the Code Enforcement office at the time the application is filed. Provide a copy of a master chicken keeper certificate or other educational credential evidencing that the applicant has successfully completed a training course in raising and caring for chickens or other proof that the applicant is competent to care for the chickens.
- C. Fees. The fee for an annual permit to keep chickens shall initially be \$25, but such fee may be adjusted from time to time by resolution adopted by the Borough Council.
- D. Number and type of chickens allowed. The maximum number of chickens allowed is six per 10,000 square feet of lot area, with the

addition of 3 more chickens for every additional 5,000 square feet of lot area. Only female chickens are allowed. There is no restriction on chicken species. Male chickens, or roosters, are not permitted and shall be removed within ten days upon request by the Borough Code Enforcement Officer.

- E. General requirements. Chickens must be kept in an enclosure or chicken run secure fenced area at all times. Each secure chicken run area shall provide no less than ten square feet per chicken. During daylight hours, chickens may be allowed outside of their chicken pens or securely fenced yard only when supervised.
- F. Chickens shall be secured within the henhouse during non-daylight hours. Residents keeping chickens shall also provide a henhouse. Henhouses shall comply with the following standards and regulations:
- (1) A henhouse footprint shall not exceed 32 square feet per 10,000 square feet of lot area (unless an existing shed or garage which complies with all setbacks required by the Borough's Zoning Ordinance is used for this purpose) and shall be located in the rear of the property no closer than ten (10) feet to the property line and otherwise subject to the bulk and area requirements of the Borough Zoning Ordinance relating to accessory structures. Henhouses shall not exceed six feet in height. To the extent that there is any conflict between the requirements set forth in this chapter and the bulk and area requirements of the Borough's Zoning Ordinance relating to accessory structures, the more restrictive provisions shall govern.
 - (2) Henhouses must provide a minimum floor area of five square feet per chicken in the henhouse. Henhouses shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator- and bird-proof wire of less than one-inch openings.
 - (3) Henhouses must be kept clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odors or other adverse impact.
 - (4) Chicken feed must be stored in a metal container with a metal lid that cannot be penetrated or removed by vermin.
 - (5) There shall be no public slaughter of any chicken.
- G. The sale of eggs or chickens must comply with state and federal laws and regulations and with the existing Borough Code of

Ordinances. The sale of eggs must also comply with the Borough's zoning ordinance regulations for home occupations in §27-904 located in a residential zone.

Part 2
RAISING CHICKENS PERMITTED AS RESIDENTIAL ACCESSORY
USES IN CERTAIN DISTRICTS
§27-903 1 A
Uses Accessory to Dwelling

Adding a new section §27-903 1 A (5) which provides:

(5) Keeping of domesticated chickens in accordance with §2-101.3 of the Code in the R1, R2 and R3 zoning districts.

NOW THEREFORE, be it ORDAINED and ENACTED by the Borough Council of the Borough of Hatfield this day of , 2023, with Council members _____ voting “aye,” and Council members

_____ voting “nay.”

ATTEST:

BOROUGH OF HATFIELD

JAIME SNYDER, SECRETARY

JASON FERGUSON, PRESIDENT
BOROUGH COUNCIL

APPROVED this ___ day of _____, 2023.

Mayor Mary Anne Girard

9. ACTION ITEMS:

**A. Motion to Consider Resolution 2023-05
Recognizing National Police Week**

9. ACTION ITEMS:

**B. Motion to Consider Resolution 2023-06
Recognizing National EMS Week**

9. ACTION ITEMS:

**C. Motion to Consider Resolution 2023-07
Recognizing Public Works Week**

9. ACTION ITEMS:

**D. Motion to Consider Resolution 2023-08
Authorizing the Closure of Certain Borough
Roads for the 125th Anniversary**

9. ACTION ITEMS:

E. Motion to Consider Appointing Johnny Constanza to fill the HEROC (Hatfield Economic Revitalization Outreach Committee Vacancy for the Term to Expire on December 31, 2024

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