HATFIELD BOROUGH COUNCIL

REGULAR MEETING NOVEMBER 19, 2025



JASON FERGUSON, PRESIDENT
RICHARD GIRARD, VICE PRESIDENT
LARRY BURNS, COUNCILMEMBER
JAMES FAGAN, COUNCILMEMBER
MICHELLE WEISS, COUNCILMEMBER
MARY ANNE GIRARD, MAYOR
GIUSEPPE SCHIANO DI COLA, JUNIOR COUNCIL PERSON

JAIME E. SNYDER, BOROUGH MANAGER CATHERINE M. HARPER, BOROUGH SOLICITOR



Borough of Hatfield

Montgomery County, Pennsylvania

BOROUGH COUNCIL REGULAR MEETING November 19, 2025 7:00PM AGENDA

CALL TO ORDER ROLL CALL PLEDGE OF ALLEGIANCE INVOCATION

- APPROVAL OF MEETING AGENDA:
 Motion to Approve the Agenda of the November 19, 2025 Regular Meeting
- 2. APPROVAL OF THE MINUTES:
 Motion to Approve the Minutes of the October 1, 2025 Workshop
 Meeting and October 15, 2025 Regular Meeting
- 3. PUBLIC INPUT:

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

4. ANNOUNCEMENTS:

- Next Council Meetings December 3rd Workshop December 17th Regular Meeting at 7:00PM in Council Chambers
- Planning Commission is Scheduled to Meet on Monday, December 15, 2025, at 6:00PM in Council Chambers
- HEROC is Scheduled to Meet Wednesday, December 17, 2025, at 8:00AM in Council Chambers
- The Borough Offices will be opening at 1:00PM on Thursday, November 20, 2025 for Employee Training
- The Hatfield Borough Offices will be closed on Thursday and Friday November 27th and 28th in Observance of the Thanksgiving 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

 Leaf Bag Collection Starts Monday, October 27, 2025. Will Continue Every Monday Through December 1, 2025

5. NEW BUSINESS / DISCUSSION ITEMS:

- A. 2025 Roadway Resurfacing Project Payment Request No. 1 / Final Payment
- B. Conditional Use Hearing Application 5 S. Maple Avenue

6. OLD BUSINESS:

- A. 2026 Preliminary Draft Budget Discussion
- B. Train Station Lease Agreement: Sobec Designs, LLC
- C. 2026 Proposed Meeting Dates
- D. Escrow Release Maintenance Security Edinburgh Square
- E. Ordinance No. 560 Amending Chapter 10 Code of Ordinances, Weeds and Other Vegetation, to Regulate Bamboo

7. ACTION ITEMS:

- A. Motion to Consider the SEPTA Sub-License Agreement with Rebecca Cox and Stephen Pittenger: Sobec Designs, LLC
- B. Motion to Consider Escrow Release Maintenance Security for the Edinburgh Square Development in the amount of \$8,403.51 (eight thousand four hundred three dollars and fifty-one cents)
- C. Motion to Consider Advertising Ordinance No. 560 Amending Chapter 10 Code of Ordinances, Weeds and Other Vegetation, to Regulate Bamboo for a Public Hearing on December 17, 2025, at 7:00PM
- D. Motion to Consider Advertising a Conditional Use Hearing for Erazo Tequianes, 5 S. Maple Avenue, to be held on December 17, 2025, at 7:00PM
- E. Motion to Consider the 2025 Roadway Resurfacing Project Payment Request No. 1 / Final Payment to Hatfield Township in the amount of \$72,924.35 (seventy-two thousand nine hundred twenty-four dollars and thirty-five cents)
- 8. Motion to Approve Payment of the Bills
- 9. MOTION to ADJOURN: EXECUTIVE SESSION

2. APPROVAL OF THE MINUTES:

Motion to Approve the Minutes of the October 1, 2025 Workshop Meeting and October 15, 2025 Regular Meeting

HATFIELD BOROUGH COUNCIL WORKSHOP MEETING October 1, 2025

MINUTES

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

CALL TO ORDER AND ROLL CALL:

ROLL CALL

- (X) Jason Ferguson, President
- (X) Richard Girard, Vice President
- (X) Larry Burns
- (X) James Fagan
- (X) Michelle Weiss
- (X) Mayor Mary Anne Girard

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

1. Motion to Approve the October 1, 2025 Workshop Meeting Agenda.

Motion:

A motion was made by Councilmember Burns for Approval of Meeting Agenda, October 1, 2025, Workshop Meeting Agenda. The motion was seconded by Councilmember Weiss and unanimously approved with a vote of 5-0.

- **2. PUBLIC INPUT:** President Ferguson asked if there was any Public Input. There was no media present. None.
- 3. ANNOUNCEMENTS: Manager Jaime E. Snyder made the following announcements.
 - Next Council Meeting October 15th Regular Meeting at 7:00PM in Council Chambers
 - Conditional Use Hearing for 219 W. Broad Street to be held October 15, 2025, at 7:00PM
 - Planning Commission is Scheduled to Meet on Monday, October 27, 2025, at 6:00PM in Council Chambers
 - HEROC is Scheduled to Meet Wednesday, October 22, 2025, at 8:00AM in Council Chambers
 - Touch a Truck Public Power Electric Event will be Thursday, October 2, 2025, from 10:00AM-12:00PM at the Borough Office
 - Curbside Chipping in Scheduled for Monday, October 6, 2025

- The Hatfield Borough Offices will be closed on Monday, October 13, 2025, for the Columbus Day Holiday
- Leaf Bag Collection Starts Monday, October 27, 2025

4. Junior Council Person Program

A. Junior Council Pledge: Mayor Mary Anne Girard, Presiding

Mayor Mary Anne Girard swore in Giuseppe Schiano Di Cola as the new Hatfield Borough Junior Council Person for the 2025–2026 term. Mr. Schiano Di Cola accepted the position and recited the Junior Council Person Pledge.

5. REPORTS FROM STANDING COMMITTEES AND MAYOR:

Budget, Finance, and Labor Committee Report

Councilmember Ferguson stated that the committee met tonight and budget talks are ongoing.

Planning, Building, and Zoning Committee Report

Councilmember Burns stated that the committee did not meet and he had nothing to report at this time.

Public Safety Committee Report

Councilmember Weiss stated that the committee did not meet and she had nothing to report at this time.

Public Works & Property and Equipment Committee Report

Councilmember Fagan stated that the committee did not meet but they are meeting next week.

Utilities Committee Report

Councilmember Girard stated that the committee did not meet and he had nothing to report at this time.

Hatfield Economic Revitalization Outreach Committee Report

Councilmember Girard stated that the committee met and they discussed Fall Festival and how they many change the trophy presentation for next year and add Best of Show. They are also consideration changes HEROC meetings to quarterly instead of monthly.

Mayor Mary Anne Girard's Report

Mayor Girard reported that she attended the North Penn Water Authority Celebration, noting that it was a very nice event. She also attended a tour of the new Hatfield Police building and commented that it is turning out very well.

6. REPORTS AND CORRESPONDENCE:

Monthly Investment Report

Monthly EIT / LST Report

Monthly YTD Report

Monthly Zoning Hearing Board Applications

MCPC Steering Committee Report

Steve Barth, Barth Consulting Group Report

Police Department Report

Fire Department Report

EMS Report

Public Works Department Report

Engineering Report

Zoning Officer, Building Code, Property Maintenance Report

Fire Marshal / Fire Safety Inspection Report

Pool Advisory Report

7. Managers Report

1. Land Use & Development Updates:

- A. Edinburgh Square Subdivision
 - Maintenance Bond in Place
 - Asked for Escrow Release Engineer Review
- B. Bennetts Court Land Development
 - Paving & Final Improvements
 - Settlements Occurring
 - Escrow Release No. 1 Sitework Approved
- C.43 Roosevelt Land Development
 - Recorded Plans
 - Starting Construction Early September
- D. SEPTA Property
 - Long-Term Lease Agreement Approved 6/14/2023
- E. 200 N. Main Street (Biblical Seminary)
 - Sketch Plan Submitted
 - Applying for Tax Credits for Project
 - Received Grant for the Development
 - Looking at Zoning Extension received 8/10/23
 - Updated Letter of Support for Tax Credits 10/29/24
 - Updated "Will Serve" Letters Issued
 - F. 23 N. Main Street Hatfield Walk
 - ZHB Approved with Conditions 4/24/24
 - LD Resolution Approved 2/19/25
 - SPM Approved Sent to DEP
 - Pre-Construction Meeting Held 7/8/25
 - Demo Approved 7/10/25
 - Plans Recorded August 2025
 - Grading Permit Issued August 2025
 - Foundation Permit Issued

2. Utility Billing Update:

- Staff continues to monitor Electric & Sewer Past Due accounts. Shut-offs will resume continue through the Spring & Summer.
- Email billing is available for Electric & Sewer Accounts. Please contact the Utilities Department if you are interested in signing up.
 *Details were in the Spring Borough Informer, on the Borough website, and on the back of all utility bills.
- 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.
- Electric Rate Increase Information / PJM Information Posted

3. 2024 Project Updates:

- A. W. Broad Street, E. Broad Street, N. Market H2O / PA Small Water Storm and Sanitary Sewer Utility Replacement Project
 - Project Started
 - Detour Route in Place
 - Borrowing Secured
 - https://www.hatfieldborough.com/information/utility-replacement-project/
 - Payment App. No. 15,16 Approved 7/16/25
 - Grant Extension Approved
 - Grant Reimbursements Occurring October 2025 Final
 - Punch List Items & Final Payments August 2025
 - Project Complete 18-month Maintenance Bond in Place
 - B. MTF / CTP Crosswalk Grants (after Utility Replacement Project)
 - HOP Application realign crosswalk to the intersection
 - Grant Extension Approved
 - Advertise for Authorization 2025/2026 projected works dates
 - Bid Opening Award 8/20/25
 - Waiting on Signed Contract Documents
 - Looking to Schedule Pre-Con Meeting
 - C. Stormwater Feasibility Study Grant with HT (Local Share Funds)
 - Next Meeting in October

4. 2025 Project Updates:

- A. 2025 Roadway Resurfacing Project N. Main Street
 - Bid Awarded 5/21/2025
 - Completed
- B. Montco 2040 Grant Bike Improvements
 - Signed Grant Agreement
 - Checking on Funding through County / State Budget

5. PMEA Update:

6. Public Information Officer Update:

7. Items of Interest:

- AMP Working on Capacity "Tools" media assistance
- Hatfield Vol. Fire Co. Open House

8. NEW BUSINESS / DISCUSSION ITEMS:

A. Resolution 2025-14 Recognizing Public Power Week

Manager Snyder stated that this is an annual resolution and is on for consideration tonight.

B. Resolution 2025-15 Recognizing Fire Prevention Week

Manager Snyder stated that this is an annual resolution and is on for consideration tonight.

9. OLD BUSINESS:

A. Ordinance No. 559 Amending Chapter 5 Code of Ordinances for Residential and Non-Residential Property Inspection Programs

Solicitor Harper explained that the proposed ordinance is an update to the ordinance passed in 2024. The update differentiates the Fire Safety Inspection Program from the Residential Rental Inspection Program. A public hearing on this ordinance is scheduled for the next council meeting on October 15, 2025.

B. Ordinance No. 560 Amending Chapter 10 Code of Ordinances, Weeds and Other Vegetation, to Regulate Bamboo

Solicitor Harper explained that she updated the ordinance from what was discussed at the last meeting. The revisions added language addressing removal of bamboo in accordance with state laws or restrictions, clarified the timing for removal, and established that if the ordinance is passed this year, property owners would have one full year to bring their properties into compliance. No new bamboo may be planted in the borough after the ordinance is passed. After discussion, Council decided to table the motion to advertise the ordinance for public hearing until further revisions are made to ensure the language reflects their intentions.

10. ACTION ITEMS:

A. Motion to Consider Advertising Ordinance No. 560 Amending Chapter 10 Code of Ordinances, Weeds and Other Vegetation, to Regulate Bamboo for a Public Hearing to be held on October 12, 2025, at 7:00 PM

This Motion was tabled for a later date.

B. Motion to Consider Resolution 2025-14 Recognizing Public Power Week

Motion:

A motion was made by Councilmember Weiss to Approve Resolution 2025-14 Recognizing Public Power Week. The motion was seconded by Councilmember Fagan.

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

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

C. Motion to Consider Resolution 2025-15 Recognizing Fire Prevention Week

Motion:

A motion was made by Councilmember Burns to Approve Resolution 2025-15 Recognizing Fire Prevention Week. The motion was seconded by Councilmember Weiss.

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

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

11. ADJOURNMENT:

Motion:

A motion was made by Councilmember Weiss to adjourn the

Workshop Meeting of October 1, 2025. The motion was seconded by Councilmember Girard and unanimously approved with a vote of 5-0.

The meeting adjourned at 8:00 PM.

Executive Session Litigation, Property and Personnel

Respectfully Submitted, Kathryn Vlahos Assistant Manager

HATFIELD BOROUGH COUNCIL REGULAR MEETING October 15, 2025

MINUTES

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

CALL TO ORDER AND ROLL CALL:

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- () Jason Ferguson, President -7:22
- (X) Richard Girard, Vice President
- (X) Larry Burns
- () James Fagan
- (X) Michelle Weiss
- (X) Mayor Mary Anne Girard

The record shows that three members of Council were present at roll call, as well as, Solicitor; Ferrell Townsend, Timoney Knox, LLP, Borough Manager; Jaime E. Snyder, Junior Council Person; Giuseppe Schiano Di Cola, and Assistant Manager; Kathryn Vlahos.

1. Motion to Approve the October 15, 2025 Workshop Meeting Agenda.

Motion:

A motion was made by Councilmember Burns for Approval of the Meeting Agenda, October 15, 2025 Regular Meeting Agenda. The motion was seconded by Councilmember Weiss and unanimously approved with a vote of 3-0.

2. <u>APPROVAL OF THE MINUTES:</u> Motion to Approve the Minutes of the September 17, 2025 Workshop / Regular Meeting

Motion:

A motion was made by Councilmember Weiss to Approve the Minutes of the September 17, 2025 Workshop / Regular Meeting. The motion was seconded by Councilmember Burns and unanimously approved with a vote of 3-0.

3. PUBLIC INPUT: Vice President Girard asked if there was any Public Input. There was no media present.

Eric Rorick, of 452 S. Main Street, expressed concerns regarding the recent EDU audit and the determination that his property is required to pay for an additional EDU. Mr. Rorick stated that, given the age of his property, he believes it should be grandfathered under previous standards. He

Council Meeting Minutes

October 15, 2025
also requested information on the gallon-per-EDU rate that was in effect when the original owner paid for the property's connection.

Solicitor Townsend thanked Mr. Rorick for sharing his concerns and stated that he will research the matter and follow up with his findings.

4. ANNOUNCEMENTS: Manager Jaime E. Snyder made the following announcements.

- Next Council Meetings November 5th Workshop November 19th Regular Meeting at 7:00PM in Council Chambers
- Planning Commission is Scheduled to Meet on Monday, October 27, 2025, at 6:00PM in Council Chambers
- HEROC is Scheduled to Meet Wednesday, October 22, 2025, at 8:00AM in Council Chambers
- Leaf Bag Collection Starts Monday, October 27, 2025. Will Continue Every Monday Through December 1, 2025
- Halloween Happy Event is Scheduled for Friday, October 31st from 4:30PM to 5:30PM at the Borough Office
- Fall Budget & Projects Town Hall Meeting November 12, 2025, at 7:00PM in Council Chambers

5. Conditional Use Hearing for Kyle Decordre, 219 W Broad Street, for an Oversized Garage

Councilman Ferguson suspended the Regular Scheduled Public Meeting and opened for the Scheduled Public Hearing. A Court Reporter was present and the Public Hearing closed at 7:32PM.

6. Public Hearing for Ordinance No. 559 Amending Chapter 5 Code of Ordinances for Residential and Non-Residential Property Inspection Programs.

Councilman Ferguson suspended the Regular Scheduled Public Meeting and opened for the Scheduled Public Hearing. A Court Reporter was present and the Public Hearing closed at 7:48PM.

7. NEW BUSINESS:

A. September 2025 Police Report

The police report was available in the packet for council to review and Lieutenant Graham was present at the meeting to answer any questions.

8. OLD BUSINESS:

None

9. ACTION ITEMS:

A. Motion to Consider Decision on the Conditional Use Application of Kyle Secordre, 219 W Broad Street, for an Oversized Garage

Motion: A motion was made by Councilmember Burns to

Conditional Use Application of Kyle Secordre, 219 W Broad Street, for an Oversized Garage. The motion was seconded by Councilmember Weiss.

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

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

B. Motion to Consider Ordinance No. 559 Amending Chapter 5 Code of Ordinances for Residential and Non Residential Property Inspection Programs

Motion: A motion was made by Councilmember Girard to

Approve Ordinance No. 559 Amending Chapter 5 Code of Ordinances for Residential and Non Residential Property Inspection Programs. The motion was seconded by Councilmember Burns.

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

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

10. MOTION TO APPROVE PAYMENT OF THE BILLS

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

Motion: A motion was made by Councilmember Girard to

Approve the payment of the bills. The motion was

seconded by Councilmember Burns.

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

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

11. ADJOURNMENT:

Motion: A motion was made by Councilmember Weiss to

adjourn the Regular Meeting of October 15, 2025. The motion was seconded by Councilmember Girad and unanimously approved with a vote of 4-0. The

meeting adjourned at 7:59 PM.

Executive Session Litigation, Property and Personnel

Respectfully Submitted, Kathryn Vlahos Assistant Manager

3. PUBLIC INPUT:

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

4. ANNOUNCEMENTS:

- Next Council Meetings December 3rd
 Workshop December 17th Regular Meeting at 7:00PM in Council Chambers
- Planning Commission is Scheduled to Meet on Monday, December 15, 2025, at 6:00PM in Council Chambers
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 Chambers
- The Borough Offices will be opening at 1:00PM on Thursday, November 20, 2025 for Employee Training
- The Hatfield Borough Offices will be closed on Thursday and Friday November 27th and 28th in Observance of the Thanksgiving Day Holiday
- Leaf Bag Collection Starts Monday, October 27, 2025. Will Continue Every Monday Through December 1, 2025

5. <u>NEW BUSINESS /</u> <u>DISCUSSION ITEMS</u>:

A. 2025 Roadway Resurfacing Project Payment Request No. 1 / Final Payment

INVOICE

Hatfield Township - General Fund 1950 School Road Hatfield, PA 19440 dbernhauser@hatfield-township.org +1 (215) 855-0900



Bill to

Hatfield Borough 401 South Main Street Pa Hatfield, PA 19440 Ship to Hatfield Borough 401 South Main Street Pa Hatfield, PA 19440

Invoice details

Invoice no.: 2025-405 Terms: 30 days

Invoice date: 11/04/2025 Due date: 11/30/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		171	Highway Reimb- Cowpath Paving project 2025	1	\$72,924.35	\$72,924.35

Total \$72,924.35

5. <u>NEW BUSINESS /</u> <u>DISCUSSION ITEMS</u>:

B. Conditional Use Hearing Application 5 S. Maple Avenue



BOROUGH OF HATFIE

(Phone) 215-855-0781 Ext. 107 (Email) code@hatfieldborough.com

CONDITIONAL USE APPLICATION

ALL NEW SUBMISSIONS SHALL INCLUDE:

- 10 Copies of Application
- 10 Copies of Plan
- 10 Copy of Deed for all subject Properties
- 2 Electronic Copies of all documents provided

ALL SUBMISSIONS MUST BE MADE TO HATFIELD BOROUGH CODES DEPARTMENT. NO PLANS AT ANY TIME OF THE PROCESS WILL BE ACCEPTED WITHOUT FIRST BEING SUBMITTED IN THIS MANNER.

ATE RECEIVED	0:
ECEIVED BY:	MALER
C MTG DATE:	
EES PAID:	500.

TIME OF THE PROCESS WILL BE NOON	CASA, L
PROPERTY LOCATION:	1019125/C-491
ADDRESS: 5 South Maple	AVE Hattield PA 11790
TAX PARCEL ID:	-00-8
BLOCK:	_ UNIT:
OWNER:	
NAME (AS ON DEED):	e Brazo - lequianes
PHONE: EMA	
ADDRESS:	
ADDRESS.	35
APPLICANT:	
NAME: <u>Carlos Daniel Em</u>	120 - leguianes
PHONE:EMA	
ADDRESS:	
ADDRESS.	
APPLICANT'S ATTORNEY:	
NAME:	
PHONE:EMA	AIL:
ADDRESS:	



BOROUGH OF HATFIELD

401 South Main Street Hatfield, PA 19440 (Phone) 215-855-0781 Ext. 107 (Email) code@hatfieldborough.com

CONDITIONAL USE APPLICATION

PROPOSED USE: Detached Garase
CURRENT USE: Single family dwelling with no garage
CURRENT USE:
SIZE OF PARCEL(S): 8,580 SF # OF LOTS/UNITS PROPOSED:
ZONING DISTRICT: R-3 RESIDENTIS!
APPLICATION IS FOR A CONDITIONAL USE FOR:
RELIEF From \$27-903, 100
Carre 1
APPLICANT CLAIMS THAT THE APPLICATION HEREIN REQUESTED MAY BE ALLOWED UNDER THE
FOLLOWING SECTION OF THE HATFIELD BOROUGH ZONING ORDINANCE:
- CONTRACTION CHOIND BE GRANTED:
STATE REASONS WHY THE APPLICATION SHOULD BE GRANTED:
Need garage for car storast
hereby certify that the proposed application and subsequent actions or uses are authorized by the owner. As
the wined representative. Lagree to comply with all rules, regulations of Hattleid Bolodgii and
the for the navment of all engineering and legal fees associated with this application. The terms
rigree to be responsible for the payment of all engineering and regard nuthorize representatives of Hatfield Borough to enter the subject property in order to verify existing conditions have examined this application, its requirements and to my knowledge and belief, it is a true, correct and
nave examined this application, its requirements and to my knowledge and belief, it is a dide, some
complete application
Phy Page 10-9-25
Owner / Authorized Signature Date



BOROUGH OF HATFIELD

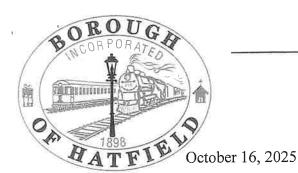
401 South Main Street Hatfield, PA 19440 (Phone) 215-855-0781 Ext. 107 (Email) code@hatfieldborough.com

CONDITIONAL USE APPLICATION

Waiver

To: Hatfield Borough Council
Hatfield Borough Manager
Hatfield Borough Zoning & Code Enforcement
Hatfield Borough Solicitor

Hatfield Borough Solicitor
RE: Conditional Use Application
Address:
I/We hereby waiver the provision that the hearing before Hatfield Borough Council to be held within 60 days of filing the application as required by the Pennsylvania Municipalities Planning Code.
Signature
Print Name
Waiver
To: Hatfield Borough Council Hatfield Borough Manager Hatfield Borough Zoning & Code Enforcement Hatfield Borough Solicitor
RE: Conditional Use Application
Address:
I/We hereby waive the provisions of the Hatfield Borough Council, shall render a written
decision, or when no decision is called for, make written findings on the application within 45
days after the last hearing before the Board as required by the Pennsylvania Municipalities
Planning Code.
Signature
Print Name



Montgomery County, Pennsylvania

Carlos Daniel Erazo-Tequanes

GARAGE PERMIT REJECTION

A review for compliance with the Borough of Hatfield Ordinances as amended, and other applicable laws and ordinances for the detached garage permit application of 5 S Maple Ave, Hatfield, PA 19440 has been completed and rejected as submitted. All reasons for rejection are listed below.

The detached garage exceeds the maximum size permitted for an accessory structure located in the R-3 Residential / Commercial Zoning District.

§ 27-903. Accessory Uses.

- 1. The following accessory uses shall be permitted, subject to the additional requirements herein, and the setback requirements contained in each zoning district. A. Uses Accessory to Dwelling.
 - D. Size Limit for Accessory Buildings. Any free standing building used for an accessory use (with the exception of agricultural buildings) which exceeds 700 square feet in area or 15 feet in height shall be a conditional use subject to the following standards:
 - (1) Setback regulations for principal buildings shall apply to the accessory building.
 - (2) Landscaping may be required to mitigate the visual impact of the building on neighboring properties.
- (3) Compatibility of the building with the size and scale of surrounding buildings shall be considered

A Conditional Use is required by Borough Council in order to proceed with the permitting process. The Conditional Use application has been attached for your convenance.

Please feel free to contact the Hatfield Borough Building Code Official at (215) 855-0781 extension 108 with any questions.

Sincerely,

Robert J. Heil

Code and Zoning Enforcement

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

Phone: 215-855-0781

Fax: 215-855-2075

Email:

admin(a)

hatfieldborough.com

Website:

www.hatfieldborough.com



Code Enforcement/Building/Zoning

401 S. Main Street, Hatfield, PA 19440 O: (215) 855-0781x108 F: (215) 855-2075 Code@HatfieldBorough.com www.HatfieldBorough.com

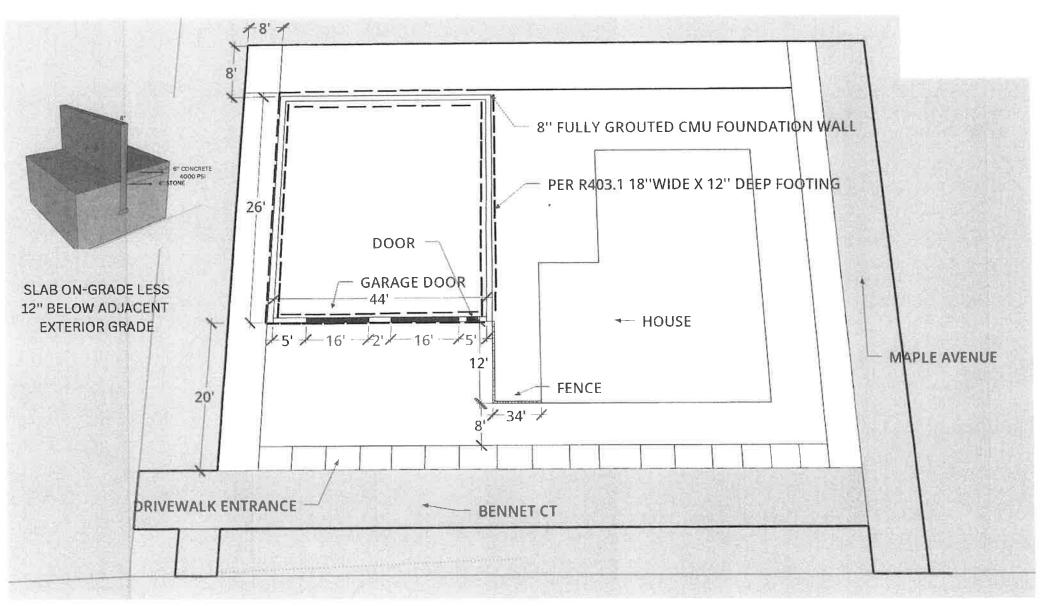
ZONING PERMIT APPLICATION

	Z	ONING PERMIT A	PPLICATION	Down it #
Applicant shall submit be signed/sealed by a des the project. Permit ap	two (2) legible copies of all	drawings/plans and construction	documents. Commercial plans snail desealed, depending on the complexity of the must include a copy of the current	Permit # Date / / Fee \$
	property survey shows	PROPERTY INFOR	RMATION	
lumber	Street	Maple AUE	. Hatfield P.	A 19440
7.		OWNER INFOR	MATION Daytime	Phone
First Name	Last Name	-a20 - Tegyiai		7
mail Address	Firest		City	
		CONTRACTOR INF	UKIVIATION Ukivitha Dranarty Owner	
	☐ Check if	work is being complet	ed by the Property Owner	Contract
License #	Name	Address	Phone/Ema	il Value
		PROPOSED ZONI	NG CHANGE	
			Haidhte	
☐ New Building	Length:		-	EE PLAN
□ Addition	Length:		1962 E-18040	
☐ Shed	Length:			
☐ Fence	Length:		- Al C-ound	perty In Ground
□ Pool	Length:	Width:	- DADOVE GIVE	
□ Patio	Length:	Width:	Material:	
☐ Other			CDANT ADDDOVAL TO	START WORK
APPLIC	ATION SUBMIS	SION DOES NOT	GRANT APPROVAL TO dinances and with the condition whility, express or implied, on H	ns of this permit; I
Lagree to comp	oly with all applicable	e coues, statutes and	or implied on H	latfield Borough; and
understand that t	he issuance of the p	ermit creates no legal in	- * work is not started in six ((6) months, not completed
certify that all the	above information	liscontinued for six (6) m	es if work is not started in the nonths in the judgement of the n enter the premises for which	Borough. The Building
in tweleve (12) m	onths, or it work is t incrector's authoriz	ed agent, is authorized to	onths in the judgement of the o enter the premises for which proposed work. Failure to comp	this permit is sought at a
Inspector, or the	and for any proper	purpose to inspect the p	oroposed work. Failure to comp	NA MILU THE SPORE AND
result in a STOP V	VORK ORDER	-	. 2n:	
P/	Ena Za		n Graz	10-9-25 Date
Owner	Authorized Name	Ow	ner/Authorized Signature	

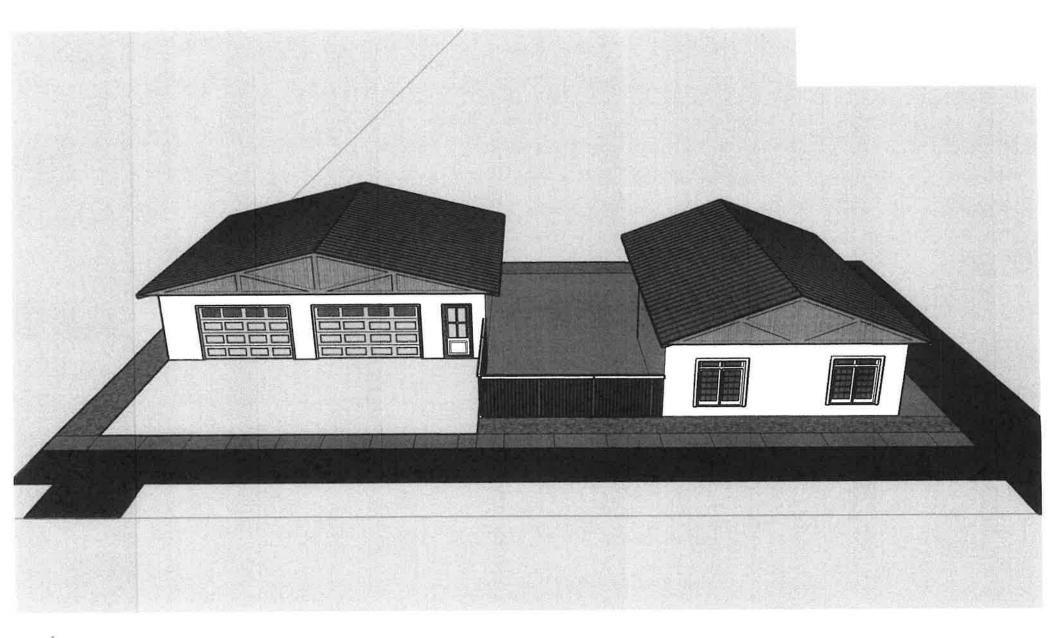
LUIVIING PERIVIT

SITE PLAN

D'alamone fr	d construction	n with dimensions ty lines to proposed ng buildings and pro	i constr	ces and driveways with duction construction		
		8				
		8				
		,				
				☐ Additional pages incl	luded with Apr	lication
Site Plan or P	lot Plan used	in place of this page	BOR	OUGH USE ONLY		
	rmit Fee	\$	J DON	PA State Act 13 Fee	\$4.50	

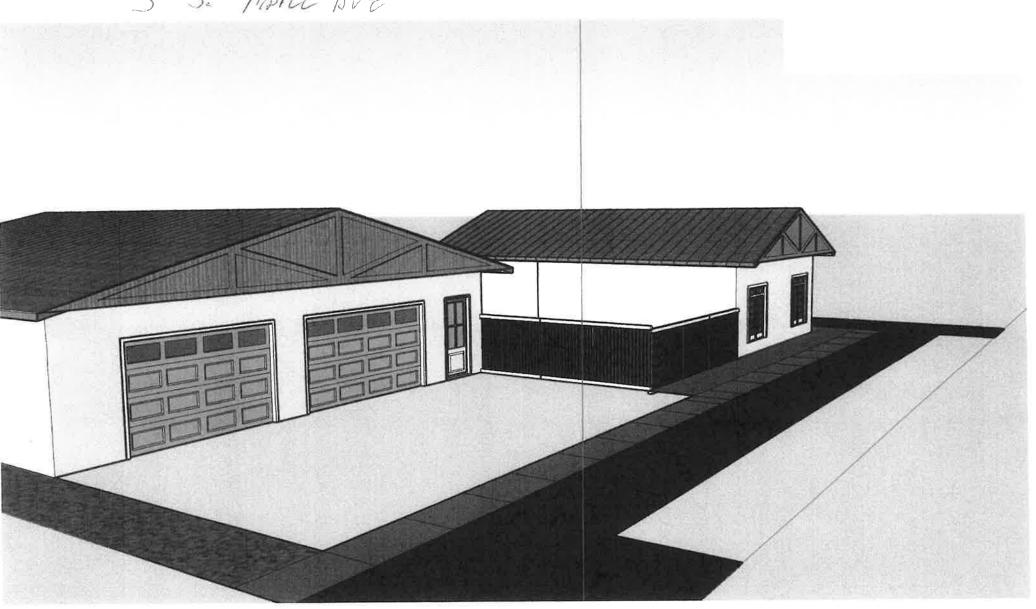


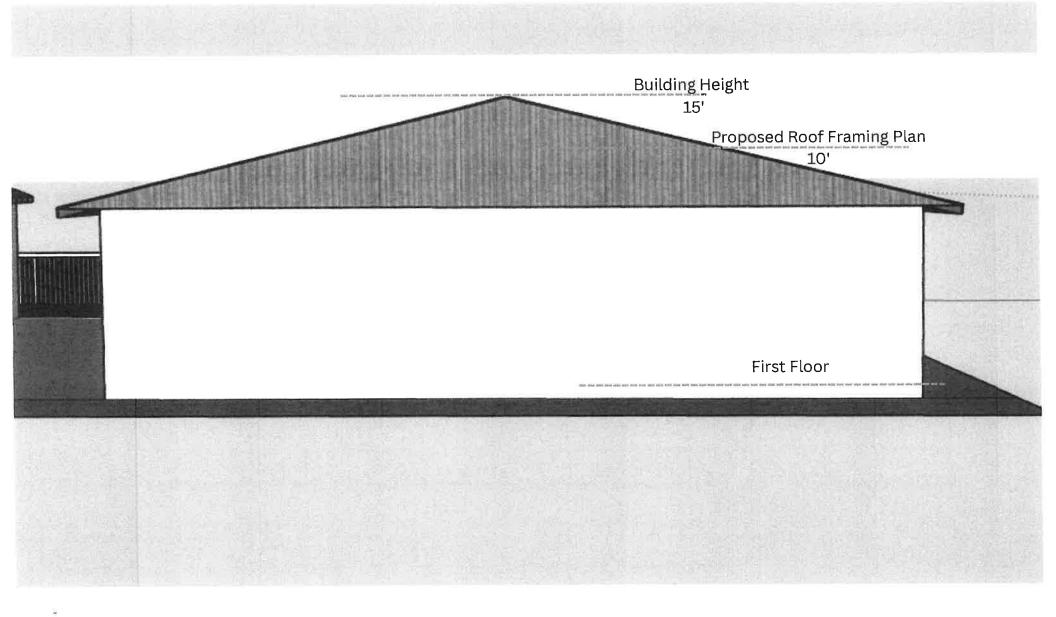
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5 S. MAPLE DUE





5 S MAPLE DUE

Building Height
15'

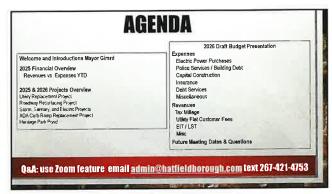
Proposed Roof Framing Plan
10'

First Floor

6. OLD BUSINESS:

A. 2026 Preliminary Draft Budget Discussion







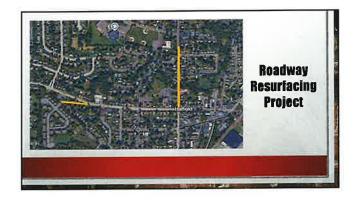




MONTHLY INCREASE IMPACT		RELOCKITUS CLASCOMER		FOR AUDIT:
Average Home Valuation \$150,069.83 (Valuation 997 parcels)		All Control Moune	Forui Monthly fee task	YEARLY \$18,000.00 ONE TIME \$100,450.00
2024 3 25 mils = \$489, 19 / 12 = \$40 TT (includes fire) 3.50 mils = \$556 K3 12 = \$41.90 3.75 mils = \$564 K4 12 = \$47.03 40 mils = \$602, 20 12 = \$50.17 4.25 mils = \$602, 76 12 = \$53.31	CLIMBERS' BULL	111150		RENTAL INSPECTION: \$89,000.00 EIT: \$500,000.00
	UL DI IMPOERSE	JULY .	310.00	
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1 mil increase = average increase of \$13.00	CURRENTALL	069		LST: \$50.000.00
(\$12.54) per month (includes fire)	Nº SENSKASK	1010	19.11	191. 990,000.00

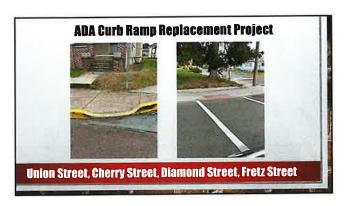










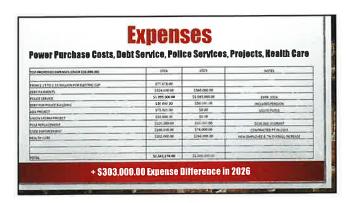


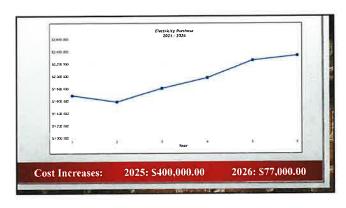


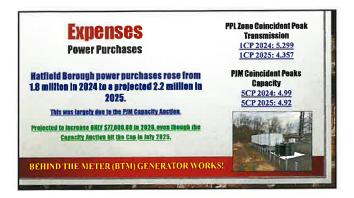


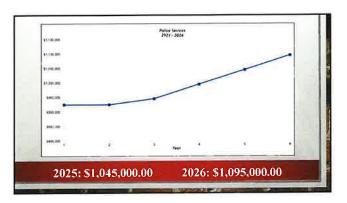


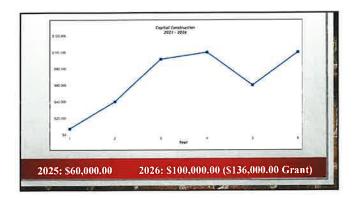














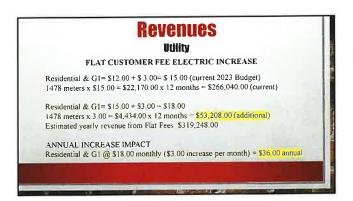


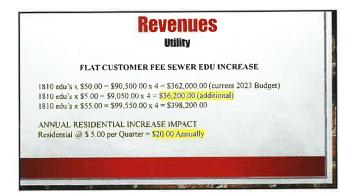






RETAX INCREASE IMPACT BASED ANNUAL INCREASE IMPACT BASED ON 2026 VALUATION Assempt Blone Valuation \$14.0.430_15 (Valuation 999 parcels * millage) 2025: 4.25 mils * \$597.42 (includes fire) 4.50 mils * \$632.50 4.5 mils * \$667.71 5.00 mils * \$737.99 5.25 mils * \$













6. OLD BUSINESS:

B. Train Station Lease Agreement: Sobec Designs, LLC

AGREEMENT BY AND AMONG SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (SEPTA), HATFIELD BOROUGH, AND SOBEC DESIGNS LLC FOR THE LICENSING AND SUBLICENSING OF SEPTA'S HATFIELD RAIL STATION

SEPTA REGISTRY NO.	
CORPORATE CD# 4610	

THIS AGREEMENT (herein "Agreement"), which includes the granting of a license and a sublicense, is made and entered into on this 19th day of November, 2025 ("Effective Date"), by and among the Southeastern Pennsylvania Transportation Authority (Licensor; herein "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, PA 19107-3780; and the Borough of Hatfield (Licensee; herein "Hatfield"), a Pennsylvania municipal government with its principal office located at 401 South Main Street, P.O. Box 190, Hatfield, Pennsylvania 19440; and Sobec Designs, LLC trading as The Station at Market and Rebecca Cox and Stephen Pittenger, all collectively Sublicensee herein with a mailing address of Herein all or any of them may be referred to each individually as a "Party" and collectively, the "Parties."

RECITALS

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

WHEREAS, the Borough of Hatfield (herein "Hatfield") desires that SEPTA approve a five-year sublicense for the Station premises, given that Hatfield intends to sublicense the Station premises to Sublicensee as named above for the occupancy and use thereof for the operation of a retail establishment; and

WHEREAS, SEPTA has previously agreed to grant Hatfield: an exclusive license ("License") for various elements of the Station premises (specifically herein referred to collectively as the "Premises") as described, delineated and depicted herein; and the right to grant an exclusive sublicense ("Sublicense") to Sobec Designs LLC, Rebecca Cox and Stephen Pittenger for the occupancy and use of the Premises; with both the License and Sublicense made subject to the terms and conditions set forth herein.

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

AGREEMENT

- Incorporation of Recitals. The recitals above are hereby incorporated into the body of the Agreement.
- 2. Premises. The Premises, which are hereby made subject to the License and the Sublicense, include the various elements of the Station, such as the 1,251 square foot Station Building, the 1,334 square foot pole barn, the area around the Station Building, the nonexclusive use of the parking lot, the driveway area., and other surrounding property; except that the Premises shall not include the track area, the platform area or any railroad operation facilities that remain in place. The Premises total approximately 1.7 acres and are shown and depicted on the drawing dated May 21St, 2018 that is presented in the attached and herein incorporated Exhibit A.
- 3. Granting of License and Sublicense. SEPTA has previously and does hereby confirm its grant to Hatfield, and Hatfield accepts from SEPTA, a License for the Premises for the Term (defined and specified in Section 4) and for the Licensed Use (defined and specified in Section 5) thereof, subject to the terms and conditions set forth herein.

Hatfield does hereby grant to Sobec Designs LLC, Rebecca Cox and Stephen Pittenger, with SEPTA's permission and concurrence, a Sublicense allowing for the Sublicensed Use (defined and specified in Section 5) of the Premises for the Term (see Section 4) su bject to the terms and conditions set forth herein.

Sobec Designs LLC, Rebecca Cox and Stephen Pittenger do hereby accept the Sublicense granted by Hatfield and commits to occupy and use the Premises in accordance with the terms and conditions set forth in this Agreement.

4. Term and Termination. The term ("Term") of the Sublicense shall be five (5) years, and shall commence on December 1, 2025 ("Commencement Date"), and shall terminate on December 1, 2030 ("Termination Date"), unless renewed as stated hereunder. Provided Tenant gives six months' notice of its intention to renew the sublicense before the Termination Date, and SEPTA has not invoked its right to terminate the License or Sublicense, the Term shall be extended for five years from the Termination date, with an option for one additional five-year Term to expire on June 30, 2040.

Each Party has the right to terminate their respective License and/or Sublicense Agreement during the Term for any reason or no reason, by giving the other Parties thirty (30) days' prior written notice. If the either the License or Sublicense is terminated early, the other shall also terminate upon the same date, therefore any notice of early termination must be provided to all Parties simultaneously.

<u>Juse.</u> Under and for the Term of the License, Hatfield is permitted to sublicense the Premises to Sobec Designs LLC, Rebecca Cox and Stephen Pittenger to collect rental ("Sublicense Fee"; see Section 6) from Sublicensee for its Sublicensed Use of the Premises;, and to have those other rights and obligations as are described in its License Agreement with SEPTA.(collectively "Licensed Use").

Under and for the Term of this Agreement, Sublicensees are permitted to occupy and use the Premises for the operation of a coffee shop, bakery, retail store, and party venue use, in accordance with the Zoning Ordinance including all ancillary uses related thereto ("Sublicensed Use"), subject to, as limited by and in accordance with the terms and conditions

set forth herein.

Both the License and Sublicense include the nonexclusive right of access into, out of and across the existing driveway and parking lot for the purpose of ingress and egress between the Station Property and N. Market Street, for Sublicensees and their employees, agents and the public in general.

6. Rental. Except as otherwise agreed between Hatfield and SEPTA in the 2023 Lease between the Borough and SEPTA, for Hatfield's Licensed Use of the Premises, Hatfield shall pay to SEPTA a License Fee" each month. The first monthly payment is due on the Commencement Date and all subsequent monthly payments of the License Fee shall be paid to SEPTA on or before the 1St day of each preceding month.

Sublicensee shall pay to Hatfield a Sublicense Fee of \$2,800.00 per month for the Sublicense for the first five years of the Sublicense. Thereafter, if Sobec Designs LLC renews the Agreement for the additional five-year term and the subsequent five-year term, the Sublicense Fee shall be negotiated by both parties prior to the new sub-license agreement. The first monthly payment is due on the Commencement Date and all subsequent monthly payments of the Sublicense Fee shall be paid to Hatfield on or before the 1st day of each preceding month.

Hatfield Borough has agreed to grant Sublicensee as The Station at Market a credit against license fees for the first six months December 1, 2025 – May 31, 2026, provided Sublicensee promptly improves the premises for its use and is in operation no later than May 31, 2026. A failure to open and operate is a default under this Agreement.

- Cleaning and Maintenance. Sublicensee shall have the primary responsibility for the cleaning, maintenance and repair (collectively "Maintenance") of the Premises; which shall include generally the interior of the warehouse and Station Building including the utilities serving it such as electric, heat, plumbing water and sewer, the exterior surface of the warehouse and Station Building, the parking lot and grounds, sidewalks, and fixtures both inside and outside of the Station Building. Sublicensee is responsible to promptly repair any dame to the Premises caused by them. The Borough agrees it will be responsible for the sidewalks outside the Premises. However, in the event that any Maintenance is not properly performed by Sublicensee, Hatfield may, but is not required to, accept responsibility for the condition of the Premises with regard to Maintenance and may backcharge Sublicensee for any such costs. The Premises must be maintained in a condition that is safe and proper for the Sublicensed Use. Hatfield Borough agrees that it will maintain the lawn areas and landscaping on the Premises, and in the winter, will shovel the public sidewalk bordering the public streets near the Premises as needed.
- <u>8.</u> <u>Fixtures.</u> Sublicensee shall be responsible for the cost, installation, placement, care, maintenance, repair, safe use, protection and removal of all "Fixtures" that it places or

installs in or on the Premises. Under the License and Sublicense, Fixtures shall include all equipment, furniture, appliances, decor, lighting, window treatments, or other temporary items, materials, additions, etc., that can be easily put in place and can be removed. Any fixtures installed on the Premises shall become the property of Hatfield Borough at the end of the Sublicense term. The result(s) of any lapse by Sublicensee in exercising responsibility for any and all Fixtures, or the abandonment of any fixtures at the termination of the Sublicense whether at the end of the Term or otherwise shall become the responsibility and liability of Hatfield. Under no condition shall SEPTA be responsible or liable for any Fixtures or any conditions that arise from the use thereof.

- 9. Signage. Both the License and Sublicense permit the installation of signage as necessary and/or useful for the Sublicensed Use of the Premises and in accordance with the Borough's zoning code. Signage shall not be installed in a manner that makes permanent changes to any part of the Premises. The costs associated with the signage installation shall be borne by the Party who desires it.
 - 10. Capital Improvements. Sublicensee accepts the Premises in "as is" condition and Licensor makes no representations about the structural integrity or condition of the Premises. In the event that Sublicensee wants to make any changes, modifications, additions, renovations, improvements, etc. (collectively "Improvement" or "Improvements"), which are not merely Fixtures, or maintenance to any aspect of the Premises for its Licensed Use thereof, Sublicensee shall first obtain written approval from Hatfield, and then if approval is given, the Borough shall seek SEPTA's written approval prior to initiating any work on an Improvement. Hatfield's and SEPTA's approvals will not be unreasonably withheld, conditioned or delayed. "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 property, 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, airconditioning, lighting, electrical, etc., whether in a building or on another part of the Premises, shall constitute Improvements hereunder.
- Taxes: Sublicensee shall be primarily responsible for paying all taxes, including real estate taxes, that are owed for the Term period, regarding the Premises and Sublicensee's Use thereof In the event that Sublicensee does not pay any tax that is owed regarding the Premises for the Term period, then Sublicensee is in breach of this Agreement, and the Term shall end. As between SEPTA and Hatfield, Hatfield agrees it will be ultimately responsible for such payment.
- 12. <u>Utilities:</u> Sublicensee_shall be primarily responsible for supplying Heat, Water, Gas, Sewer Electric and Other Utilities to the Premises; Sublicensee shall be responsible for paying all heat, water, gas, sewer, electricity and other utility fees and charges. Sublicensee shall contract for, in its own name, and shall pay for all utility services rendered or furnished to the Premises, including heat, gas, electricity, sewer and the like, together with all taxes levied or other charges on such utilities. Any such charges for service shall be due and payable at the time established by the utility service provided, and a failure to make payments when due shall be a breach of this Sublicense agreement. In no event shall Licensor be liable for

the quality, quantity, failure or interruption of such service to the Premises other than if caused by the negligence of Licensor or its agents. Sublicensee shall be responsible for the following fees as well: trash, alarm and exterior lighting.

Surrender of Premises. Sublicensee shall have the primary responsibility for vacating and surrendering the Premises at the end of the Term or upon the Termination Date for a breach of this Agreement and for surrendering the Premises in safe and good order, ordinary wear and tear excepted, and clean condition. Sublicensee shall also remove all removeable fixtures, personal property, and signage that it had installed on all parts of the Premises. All permanent improvements shall remain and will become the property of SEPTA.

In the event that Sublicensee does not timely and properly surrender the Premises on or before the end of the Term or the Termination Date in the event of a breach, Hatfield will be ultimately responsible for removing Sublicensee and for ensuring that the Premises are in safe and good order and clean condition, and that all personal property has been removed (unless SEPTA agrees to allow certain property to remain), at Hatfield's cost. In no way shall SEPTA be responsible for any actions or costs needed to vacate and put in proper condition the Premises upon or after the Termination Date.

- Indemnification. In the event that a claim or action is brought against SEPTA or Hatfield, or both, as a result of Hatfield's License, Sublicensee 's Sublicense, or the operation, use or occupancy of the Premises, Sublicensee will release and hold harmless, and will indemnify and defend, SEPTA and Hatfield, their Board, officers, directors, employees, and agents, for any and all loss, liability, damage or expense, including reasonable attorney's fees, associated with bodily injury, sickness, property damage, or any other harm. Nothing contained in or implied by this Agreement shall constitute or be construed to be a waiver by SEPTA of any immunity, exemption, protection or defense available to it under Pennsylvania's Sovereign Immunity Act of 1980, October 5, P.L. 639, No. 142, § 221(1) (42 Pa.C.S. §§ 8501 et seq.), or any other law or statute.
- 15. Notices. All notices, statements and/or communications required or referenced under this Agreement shall be in writing and sent by US Postal Service registered or certified mail, addressed to the Party or Parties as follows, which information may be changed by providing written notice to the other two Parties:

Hatfield: Hatfield Borough Attn: Ms. Jaime Snyder 401 South Main Street, P.O. Box 190, Hatfield, Pennsylvania 19440

Sublicensee: Sobec Designs LLC, Rebecca Cox & Stephen Pittenger

SEPTA: SEPTA
Attn: Director, Real Estate Department

1234 Market Street, 10th Floor Philadelphia, PA 19107-3780

With copy to: SEPTA

Attn: Deputy General Counsel — Corporate

1234 Market Street, 5th Floor Philadelphia, PA 19107-3780

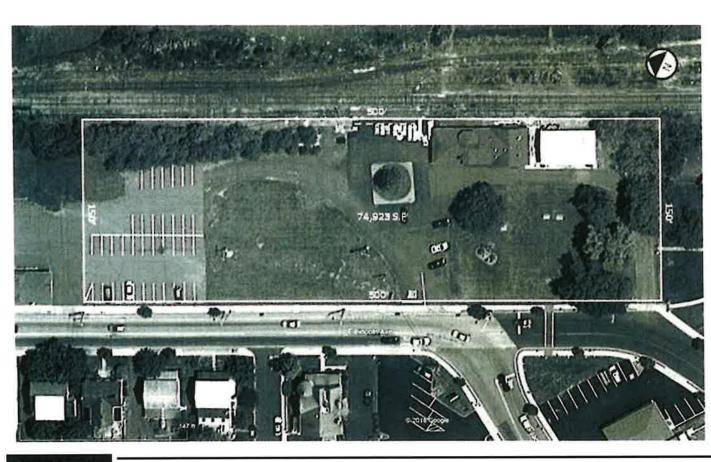
- Assignment and Subletting. Hatfield is not permitted to sublicense the Premises to an entity other than Sublicensee herein under the License granted by this Agreement. Sublicensee is not permitted to assign the Sublicense granted under this Agreement.
- Future Interest in Premises. The Parties recognize and acknowledge that it is SEPTA's intention to seek and engage in good faith negotiations for the transaction of a long-term arrangement for rights to use, occupy and operate some or all of the Premises and potentially other property at and near the Station. Notwithstanding that, this Agreement shall be binding on SEPTA's successors and assigns.
- 18. Entirety of Agreement. The Agreement contains the complete understanding among the Parties and sets forth all representations and commitments between and among the Parties regarding the License and Sublicense of the Premises for the Term stated herein. Any and all previous understandings, arrangements, commitments, and promises regarding the Premises, the License and/or the Sublicense, whether verbal or in writing, are superseded by this Agreement.
- 19. Modifications to Agreement. No modification or change of or to any term or provision herein shall be effective unless it is in writing and signed by the proper representative of each of the three Parties.
- Governing Law, Jurisdiction and Venue. This 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, in the state or federal courts located in the City of Philadelphia, Pennsylvania, except for enforcement of this Sublease with Sublicensee which may be brought in the Montgomery County Courts, 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.
- 21. Partial Invalidity. If any term of the Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions hereof shall not be effected thereby, and each such remaining term and provision of the Agreement shall be valid and duly considered in full force and effect.
- 22. Recording Prohibited. Recording, in any office of a recorder of deeds, of this this Agreement, or any other document purporting to represent it, is prohibited.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and when put together the counterparts, even if a copy, shall constitute one and the same valid instrument. A facsimile or email pdf file signature page shall be deemed an original.

IN WITNESS WHEREOF, the Parties, intending to be legally bound and by signing below, do hereby make this Agreement effective as of the Effective Date specified on the first page.

HATFIELD BOROUGH - Licensee	Witness:
By:	By: Name: Title:
Sobec Designs LLC - Sublicensee	
By:	
Name:Title:	Rebecca <u>Cox</u> , <u>Sublicensee</u> Stephen Pittenger, Sublicensee
SOUTHEASTERN PENNSYLVANIA TRA AUTHORITY (SEPTA) - Licensor	ANSPORTATION Witness:
By: Jeffrey D. Knueppel General Manager	By:
Approved as to form	
Office of General Counsel, SEPTA	

EXHIBIT A DIAGRAM OF PREMISES



Real Estate Dept.
_D. Doler 03.19.2018

Hatfield Station Lease Premise!

6. OLD BUSINESS:

C. 2026 Proposed Meeting Dates

PUBLIC NOTICE

The Borough of Hatfield Council will hold its meetings for the year 2026 on the following dates: WORKSHOP / REGULAR MEETING. Meetings begin at 7:00 PM

Borough Council Dates:

January 5, 2026

January 21, 2026

February 4, 2026

February 18, 2026

March 4, 2026

March 18, 2026

April 1, 2026

April 15, 2026

May 6, 2026

May 13, 2026 Town Hall Meeting

May 20, 2026

June 17, 2026

July 15, 2026

August 19, 2026

September 2, 2026 at 6:00 PM Strategic Planning Meeting

September 16, 2026

October 7, 2026

October 21, 2026

November 4, 2026

November 10, 2026 Budget Presentation Meeting

November 18, 2026

December 2, 2026

December 16, 2026

The Borough of Hatfield Planning Commission will hold its meetings for the year 2026 on the following dates. Meetings begin at 6:00 PM

Planning Commission Dates:

January 26, 2026

February 23, 2026

March 23, 2026

April 27, 2026

May 18, 2026

June 22, 2026

July 27, 2026

August 24, 2026

September 28, 2026

October 26, 2026

November 16, 2026

December 14, 2026

The Borough of Hatfield HEROC Committee will hold its meetings for the year 2026 on the following dates. Meetings begin at 8:00 AM

HEROC Meeting Dates:

March 25, 2026

May 27, 2026

August 26, 2026

November 18, 2026

The Borough of Hatfield Zoning Hearing Board convenes on a case-by-case basis. Sufficient public notice will be provided when applications for a hearing are submitted. All meetings will be held at the Hatfield Borough Municipal Complex 401 South Main Street Hatfield, PA 19440. The public is invited and encouraged to attend. The Municipal Complex is wheel chair accessible. Any person that requires a special accommodation should contact the Borough offices at 215-855-0781 at least three days in advance of the meeting.

Jaime E. Snyder Borough Manager/Secretary

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6. OLD BUSINESS:

D. Escrow Release Maintenance Security Edinburgh Square



October 17, 2025

Jaime E. Snyder Borough Manager Hatfield Borough 401 South Main Street P.O. Box 190 Hatfield PA 19440

RE: Edinburgh Square
Maintenance Security

Bursich Project No: HAT-01 / 177832



Dear Jaime:

In July 2023 the Borough obtained Maintenance Security for certain improvements associated with the Edinburgh Square Land Development project. Upon completion of the maintenance term, we issued a Maintenance Punchlist of items to be corrected prior to releasing the Maintenance Security. While the developer completed most of the repairs immediately, he requested to wait until Autumn 2025 to improve and reseed the stormwater basin and replant trees, for better growth of grass and survival of the trees.

On October 15, 2025 we visited the site for a final inspection, and found the basin cleanup and landscaping to be complete. At our request, the developer had removed the mulch and replanted the basin with grass seed. While the grass within the basin has not yet been fully established, it is clear the improvements were made in an effort to better naturalize the basin. We expect the grass to continue to establish through this Autumn and next Spring.

At this time, it is our opinion the developer met his obligations identified in the Maintenance Punchlist. Therefore, we recommend the \$8,403.51 held by the Borough as Maintenance Security be released once the Borough has confirmed any outstanding obligations have been completed and consultant fees have been paid in full.

Should you have any questions or need further information, please feel free to contact me at 484-941-0418 or ccamburn@vancleefengineering.com.

Very Truly Yours,

Van Cleef Engineering Associates, LLC

Chad E. Camburn, P.E. Professional Engineer

Pc: Katie Vlahos, Assistant to the Borough Manager (via email)

Caracausa Building and Development Inc., Applicant (via email)

F:\Projects\HAT-01\177832_Edinburgh Square Subdivision\Construction\Maintenance\2025-10-17 Edinburgh Square Maintenance Security Release.docx

732-303-8700

6. OLD BUSINESS:

E. Ordinance No. 560 Amending Chapter 10 Code of Ordinances, Weeds and Other Vegetation, to Regulate Bamboo



BOROUGH OF HATFIELD MONTGOMERY COUNTY, PENNSYLVANIA ORDINANCE NO. ___

AN ORDINANCE AMENDING HATFIELD BOROUGH CHAPTER 10, WEEDS AND OTHER VEGETATION TO REGULATE BAMBOO, REPEALING PRIOR INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES; CONTAINING A SEVERABILITY CLAUSE AND A CLAUSE ADDRESSING EXISTING BAMBOO ENCROAHING ON NEIGHBORING PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council of the Borough of Hatfield, Montgomery County, Pennsylvania, is duly empowered by the Borough Code, 8 Pa.C.S. § 101, et seq., to enact certain regulations relating to the public health, safety, and welfare of the citizens of the community of the Borough of Hatfield;

WHEREAS, pursuant to the Borough Code of the Commonwealth of Pennsylvania including but not limited to Sections 1202(4) and 1202(5), the Council of the Borough of Hatfield is authorized to regulate the conditions and maintenance of all property, buildings, and structures within the Borough of Hatfield;

WHEREAS, the Council of the Borough of Hatfield previously adopted provisions in Chapter 10, Health, and Safety in Part One, related to Grass Weeds and Other Vegetation, and now desires to reenact and revise those provisions with respect to bamboo,

NOW, THEREFORE, BE IT ORDAINED, by the authority of the Council of the Borough of Hatfield, Montgomery County, Pennsylvania, that the Borough of Hatfield Code of Ordinances, Chapter 10 (Health and Safety), Part I (Grass, Weeds and Other Vegetation) is hereby reenacted and amended in accordance with this Ordinance, as follows:

Section 1 The following sections of Part 1 are reenacted as revised herein:

§ 10-101 GRASS, Weeds and Other Vegetation a Nuisance Under Certain Conditions.

[Ord. No. 113, 7/2/1956, § 1]

No person, firm or corporation, owning or occupying any property within the Borough shall permit any grass or weeds or any vegetation whatsoever, not edible or planted for some useful or ornamental purpose, to grow or remain upon such premises so as to exceed a height of six inches or to throw off any unpleasant or noxious odor or to conceal any filthy deposit or to create or produce pollen. Any grass, weeds or other vegetation growing upon any premises in the Borough in violation of the provisions of this section is hereby declared to be a nuisance and detrimental to the health, safety, cleanliness and comfort of the inhabitants of this Borough.

§ 10-102 Responsibility of Owners and Occupants of Premises.

[Ord. No. 113, 7/2/1956, § 2]

The owner of any premises, as to vacant premises or premises occupied by the owner, and the occupant thereof, in case of premises occupied by other than the owner thereof, shall remove, trim or cut all grass, weeds or other vegetation growing or remaining upon such premises in violation of the provisions of § <u>10-101</u> of this Part.

§ 10-103 Notice to Remove, Trim or Cut; Authority for Borough to Do Work and Collect Cost and Additional Amount.

[Ord. No. 113, 7/2/1956, § 3]

The Borough Council, or any officer or employee of the Borough designated thereby for the purpose is hereby authorized to give notice by personal service or by United States Mail to the owner or occupant, as the case may be, of any premises whereon grass, weeds or other vegetation is growing or remaining in violation of the provisions of § 10-101 of this Part, directing and requiring such occupant to remove, trim or cut such grass, weeds or vegetation, so as to conform to the requirements of this Part, within five days after issuance of such notice. In case any person, firm or corporation shall neglect, fail or refuse to comply with such notice, within the period of time stated therein, the Borough authorities may remove, trim or cut such grass, weeds or vegetation, and the cost thereof, together with any additional penalty authorized by the law may be collected by the Borough from such person, firm or corporation in the manner provided by law.

§ 10-104 Bamboo

The following special regulations pertain to bamboo, as herein defined, the purpose

of which is to preserve and protect private and public property and indigenous plants from the damaging spread of these plants.

(a) Definitions. As used in this chapter, the following terms shall have the meanings indicated:

BAMBOO

Any monopodial (running) tropical or semitropical grasses from the genre Bambusa including, but not limited to, Bambusa, Phyllostachys, and Pseudosasa, as well as Common Bamboo, Golden Bamboo, and Arrow Bamboo.

Prohibition. Upon the effective date of this chapter, the planting of bamboo shall be prohibited within the Borough. Any person thereafter who plants or grows, or causes to be planted or grown, bamboo within the Borough shall be deemed in violation of this chapter and shall be subject to such penalties as are set forth herein.

Regulations.

(c)

Each property owner shall be required to take such measures as are reasonably expected to prevent any bamboo on its property from encroaching on any neighboring property. Such measures may include, but are not limited to, removal of the bamboo at the roots, and installation of sheathing comprised of metal or other material impenetrable by bamboo at a sufficient depth within the property line or lines where the bamboo is growing to prevent such growth or encroachment upon adjoining or neighboring properties.

§ 10-105 Violations and Penalties.

[Ord. No. 113, 7/2/1956, § 4; as amended by Ord. No. 357, 10/16/1991, § 10-104; and by Ord. No. 501, 8/15/2012]

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.

Section 2. Severability. The provisions of this Ordinance are severable. If any part of this Ordinance is declared to be un-constitutional, illegal, or invalid, the validity of the remaining provisions shall be unaffected.

So heretofore ador repealed, while	pted, to the	Repealer. As extent that the ances not incompared to the contract of the contr	e same are	inconsister	nt herewith,	are hereby
So provided by la		Effective Date	e. The	Ordinance	shall take	effect as
ORDAII BOROUGH o	n this	D ENACTED Members	by the B	orough Co	ouncil of H	ATFIELD 2025 with
"nay."		voting	votir	ng	"aye"	and
Attest:				HATFIE	LD BOROU	JGH
Jaime E. Snyd	er, Manage	er / Secretary	By: Jason	Ferguson,	Council Pre	esident
Approved this		_ day of		, 202	5.	
		Mayor	Mary	Anne Gira	ard	

A. Motion to Consider the SEPTA Sub-License Agreement with Rebecca Cox and Stephen Pittenger: Sobec Designs, LLC

B. Motion to Consider Escrow
Release Maintenance Security
for the Edinburgh Square
Development in the amount of
\$8,403.51 (eight thousand four
hundred three dollars and fiftyone cents)

C. Motion to Consider
Advertising Ordinance No. 560
Amending Chapter 10 Code of
Ordinances, Weeds and Other
Vegetation,
to Regulate Bamboo for a
Public Hearing on
December 17, 2025, at 7:00PM

D. Motion to Consider Advertising a Conditional Use Hearing for Erazo – Tequianes, 5 S. Maple Avenue, to be held on December 17, 2025, at 7:00PM

E. Motion to Consider the 2025
Roadway Resurfacing Project
Payment Request No. 1 / Final
Payment to Hatfield Township in
the amount of \$72,924.35
(seventy-two thousand nine
hundred twenty-four dollars and
thirty-five cents)

8. Motion to Approve Payment of the Bills

Column1	COUMP2	Committee	Column4	Significan	Column6
	OCTOBER 2025 ACCOUNTS PAYABLE BILL LIST VENDOR BILL LIST				
	APADOK DIPP PROT	AMOUNT	DATE	TOTAL	
	ITEM DESCRIPTION	AMOUNT PAID	PROCESSED	PAID	CHECK NO
TD DANK	HEWI DESCRIPTION	THE	THOOLIGA		011201111
TD BANK					
VELLS FARGO	SERIES 2020, 2021 & 2024 A AND B NOTES	\$28,581.54	10/25/2025	\$28,581.54	ACH
IST CENTURY	LEGAL ADVERTISING	\$581.73			
ALLEGHENY ELECTRIC COOP	MONTHLY ELECTRIC SALES	\$2,820.74			
ALPHA GRAPHICS	WINDOW ENVELOPES	\$235.01			
ALWAYS INTEGRITY	JANITORIAL SERVICES	\$620.00			
AMP INC.	OCTOBER PMPM/VERIZON CHARGES	\$1,549.68			
AMBP	MAYORS ASSOC DUES	\$60.00			
ARMOUR & SONS	MAIN & BROAD PED POST REPAIR	\$421.25			
ARMOUR & SONS	MAIN & BROAD TRAFFIC REPAIR	\$270.14			
AT&T	PW & MGR CELL PHONES	\$577.88			
AMES BASKIN	SHOE BOOT ALLOWANCE	\$175.00			
AMES BASKIN	CLOTHING ALLOWANCE	\$135.15			
BOROUGH OF HATFIELD ELECTRIC	REPAYMENT OF BORROWING	\$8,287.43			
BOWMAN	ENGINEERING - RTE 463/LIBERTY TRAIL	\$1,222.50			
CANON FINANCIAL	COPIER LEASE	\$465.00			
CARR & DUFF	E VINE ST POLE REPLACEMENT	\$11,777.00			
CARR & DUFF	75 W BROAD OUTAGE	\$1,925.00			
CARR & DUFF	80 N MARKET OUTAGE	\$1,120.00			
CLARKE'S LANDSCAPING	LEAF BAG DISPOSAL & RETAINING WALL	\$2,166.00			
CLEMENS UNIFORMS	MATS FOR HALLWAYS	\$78.46			
CODE INSPECTIONS	BLDG, CODE & ZONING INSPECTIONS	\$8,398.00			
COMCAST	16 CHERRY ST INTERNET	\$128.35			
COMCAST	401 S MAIN ST	\$121.85			
	PESTICIDE BUSINESS LICENSE	\$35.00			
COMMONWEALTH OF PA DELAWARE VALLEY HEALTH INS	HEALTH INSURANCE FOR EMPLOYEES	\$19,304.39			
	WATER FOR OFFICES	\$81.95			
EAS WATER	TIRES FOR 2005 FORD F550	\$1,364.65			
FRANCONIA AUTO		\$132.00			
GLASGOW	BLACKTOP	\$132.66			_
GLASGOW	BLACKTOP	\$33.95			
GUARDIAN	COUNCIL LIFE INSURANCE	\$799.11			
THE HARTFORD	AD&D LIFE STD & LTD INSURANCE 615 DAIN AVE ELECTRIC	\$45.88	-		
HATFIELD BOROUGH	NOVEMBER POLICE SERVICES	\$87,083.33			
HATFIELD TOWNSHIP	HIGHWAY REIMBURSEMENT PAVING	\$72,924.35			
HATFIELD TOWNSHIP HATFIELD TOWNSHIP	FUEL	\$2,225.96			
NDIAN VALLEY CHAMBER	TASTINGS	\$70.00			
IFELINÉ	AED PROGRAM	\$100.00			
B WATER	PIPE FOR UNION ST	\$3,674.27			
LOWES	SHOP SUPPLIES	\$90.19			
LOWES	SHOP SUPPLIES	\$123.06			
LOWES	SHOP SUPPLIES	\$28.48			
LOWES	SHOP SUPPLIES	\$17.22			
LOWES	SHOP SUPPLIES	\$140.48			
MARK MANJARDI	COURT REPORTER	\$434.00			
MGL PRINTING	ELECTRIC & SEWER BILLS	\$2,182.50			
MONTGOMERY CO TREASURER	PLANNING ASSISTANCE	\$5,625.00			
JAPA AUTO	BATTERIES FOR TRUCK	\$482.90			
JAPA AUTO	AIR FILTERS	\$83.21			
IETWORK CONCEPTS	MANAGED IT SERVICES	\$515.00			
IETWORK CONCEPTS	MANAGED IT SERVICES	\$23.75			
IETWORK CONCEPTS	MANAGED IT SERVICES	\$47.50			
NETWORK CONCEPTS	MANAGED IT SERVICES	\$23.75			
ORTH PENN WATER AUTHORITY	615 DAIN AVE WATER SERVICES	\$37.45			
A ONE CALL	MONTHLY ACTIVITY	\$26.38			
A STATE ASSOC OF BOROS	TRAINING	\$25.00			
A STATE ASSOC OF BOROS	MEMBERSHIP DUES	\$532.00			
A DEPT OF LABOR & INDUSTRY	BOILER RENEWAL	\$90.17			
AUL DAVIS	TRAIN STATION BASEMENT DEMO	\$1,692.86			
PITNEY BOWES	POSTAGE MACHINE	\$438.00			
OUICK LOT	UNION ST LINE STRIPING	\$1,400.00			
JOICK LOT		\$98.99			

Column1	Column2	Column3	Column4	Column5	Column6
	OCTOBER 2025 ACCOUNTS PAYABLE BILL LIST				
	VENDOR BILL LIST				
	ITEM DESCRIPTION	AMOUNT PAID	DATE PROCESSED	TOTAL PAID	CHECK NO
WHE	WORKER'S COMPENSATION	\$1,746.00	1 C II AND THE PERSON OF THE P		
WIF		\$8.48			
D BANK CARD	MICROSOFT - ONLINE SERVICES	\$89.04			
D BANK CARD	MICROSOFT - ONLINE SERVICES	\$93.99			
D BANK CARD	ZOOM SUBSCRIPTION	\$21.20			
D BANK CARD	PDF SUPPORT FILLER	\$106.31			
TD BANK CARD	RAIN JACKET	\$52.25			
TD BANK CARD	ITEMS FOR TOWN HALL	\$259.65			
TD BANK CARD	HALLOWEEN HAPPY ITEMS	\$173.84			
TD BANK CARD	BACKUP ALARM FOR SWEEPER	\$103.50			
TD BANK CARD	1ST QTR UCC PAYMENT				
TD BANK CARD	2ND QTR UCC PAYMENT	\$103.50			
TD BANK CARD	3RD QTR UCC PAYMENT	\$198.00			
D BANK CARD	ITEMS FOR PW	\$111.28			
TD BANK CARD	ITEMS FOR OFFICE	\$7.72			
TD BANK CARD	ITEMS FOR OFFICE	\$16.29			
TEAMSTERS	EMPLOYEE BENEFITS	\$520.00			
TIMONEY KNOX	LEGAL SERVICES - APPEAL OF HARPEN CAP	\$35.00			
IMONEY KNOX	LEGAL SERVICES - GENERAL	\$577.50			
IMONEY KNOX	LEGAL SERVICES - COUNCIL MEETINGS	\$962.50			4-1
IMONEY KNOX	LEGAL SERVICES - MUN ORDINANCES	\$175.00			
VAN CLEEF ENGINEERING	MISCELLANEOUS ENGINEERING	\$1,984.50			
VAN CLEEF ENGINEERING	MISCELLANEOUS ENGINEERING	\$405.00			
VAN CLEEF ENGINEERING	ENGINEERING - MS4 PROGRAM	\$1,161.00)		
VAN CLEEF ENGINEERING	ENGINEERING - BROAD ST STORM SEWER	\$931.50)		
VAN CLEEF ENGINEERING	ENGINEERING - BENNETTS CT	\$405.00)		
AN CLEEF ENGINEERING	ENGINEERING - BENNETTS CT	\$1,539.00)		
AN CLEEF ENGINEERING	ENGINEERING - 43 ROOSEVELT AVE	\$688.50)		
AN CLEEF ENGINEERING	ENGINEERING - 43 ROOSEVELT AVE	\$3,586.25	5		
AN CLEEF ENGINEERING	ENGINEERING - 23 N MAIN ARBOR GROVE	\$405.00)		
AN CLEEF ENGINEERING	ENGINEERING - 23 N MAIN ARBOR GROVE	\$931.50)		
AN CLEEF ENGINEERING	ENGINEERING - EDINBURGH SQUARE	\$429.00)		
AULT	DRUG SCREENING	\$32.50)		
/ERIZON	TELEPHONE SERVICES	\$254.09)		
WHITETAIL DISPOSAL	WASTE DISPOSAL	\$169.60)		
ZULTYS	TELEPHONE SERVICES	\$446.82	2		
SECURITY DEF	aveile.				
SECORI I DEI					
	VICTOR AGUILAR/BRIA RANDELL	\$403.78			
	JACQUELINE AHERN	\$87.28			
	MELISSA LE	\$282.47			
	MATTHEW & KAITLYN POSTERARO	\$238.75			
		\$293,625.69			

9. MOTION to ADJOURN: EXECUTIVE SESSION