

HATFIELD BOROUGH COUNCIL

REGULAR MEETING JANUARY 21, 2026



RICHARD GIRARD, PRESIDENT

LARRY BURNS, VICE PRESIDENT

JASON FERGUSON, COUNCILMEMBER

SYEDA HOQUE, COUNCILMEMBER

MICHELLE WEISS, COUNCILMEMBER

MARY ANNE GIRARD, MAYOR

JAIME E. SNYDER, BOROUGH MANAGER

CATHERINE M. HARPER, BOROUGH SOLICITOR



Borough of Hatfield

Montgomery County, Pennsylvania

BOROUGH COUNCIL REGULAR MEETING

January 21, 2026

AGENDA

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
INVOCATION

1. **APPROVAL OF MEETING AGENDA:**

Motion: To Approve the Agenda of the January 21, 2026, Workshop / Regular Meeting

2. **APPROVAL OF THE MINUTES:**

Motion to Approve the Minutes of the December 3, 2025, Workshop Meeting and the December 17, 2025, Regular Meeting

3. **PUBLIC INPUT:**

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

4. **ANNOUNCEMENTS:**

- Next Borough Council Meetings are the February 4th Workshop Meeting and the February 18th Regular Meeting at 7:00PM in Council Chambers
- The next Planning Commission Meeting is scheduled for Monday, January 26, 2026 at 6:00PM in Council Chambers
- HMHS is Scheduled to Meet Tuesday, January 27, 2026, at 7:00PM at the Borough Office

5. **Conditional Use Hearing for Erazo – Tequianes, 5 S. Maple Avenue, for an Oversized Garage**

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

- Budget, Finance, and Labor Committee Report
- Planning, Building, and Zoning Committee Report
- Public Safety Committee Report

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

- Public Works & Property and Equipment Committee Report
- Utilities Committee Report
- Hatfield Economic Revitalization Outreach Committee Report
- Mayor Mary Anne Girard Report

7. REPORTS AND CORRESPONDENCE:

Monthly Investment Report
 Monthly EIT / LST Report
 Monthly YTD Report
 Monthly Zoning Hearing Board Applications
 Hatfield 250 Committee 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
 Junior Council Person Report

8. NEW BUSINESS / DISCUSSION ITEMS:

- A. 2026 Council Meeting Dates
- B. 2026 Borough Budget / Binder Distribution

9. OLD BUSINESS:

- A. Heckler Property Estate Road Opening Request
- B. PennDOT Master Casting Agreement
- C. Verizon Cable Franchise Renewal Services

10. ACTION ITEMS:

- A. Motion to Consider Decision on the Conditional Use Application of ,
 Erazo – Tequianes, 5 S. Maple Avenue, for an Oversized Garage
- B. Motion to Consider Advertising the updated August 2026 Council
 Workshop / Regular Meeting Date

11. Motion to Approve the Payment of the Bills

12. MOTION to ADJOURN:

EXECUTIVE SESSION: Real Estate, Litigation, & Personnel

2. APPROVAL OF THE MINUTES:

**Motion to Approve the
Minutes of the
December 3, 2025,
Workshop Meeting and
the December 17, 2025,
Regular Meeting**

**HATFIELD BOROUGH COUNCIL
WORKSHOP MEETING
December 3, 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; Townsend, Timoney Knox, LLP, Borough Manager; Jaime E. Snyder, Public Works Director; Stephen S. Fickert, Jr, Junior Council Person; Giuseppe Schiano Di Cola (virtual), and Assistant Manager; Kathryn Vlahos.

1. Motion to Approve the December 3, 2025 Workshop Meeting Agenda.

Motion: A motion was made by Councilmember Burns for Approval of Meeting Agenda, December 3, 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 December 17th Regular Meeting at 7:00PM in Council Chambers
- HEROC is Scheduled to Meet Wednesday, December 17, 2025, at 8:00AM in Council Chambers
- Next Planning Commission Meeting is Scheduled for December 15, 2025, at 6:00PM in Council Chambers
- The Borough Offices will be closed Wednesday, December 24, 2025, Thursday, December 25, 2025, and Friday, December 26, 2025, in Observance of the Christmas Holidays
- The Borough Offices will be closed Wednesday, December 31, 2025, and Thursday, January 1, 2026, in Observance of the New Year's Eve and New Year's Day Holidays
- The Hatfield Borough Offices will be Closed on Wednesday, December 17th from 12:00PM-

1:30PM for Employee Training

- Public Hearing for Ordinance No. 560 Amending Chapter 10 Code of Ordinances, Weeds and Other Vegetation, to Regulate Bamboo is Scheduled for December 17, 2025, at 7:00PM
- Conditional Use Hearing for 5 S. Maple Avenue Scheduled for December 17, 2025, at 7:00PM

4. REPORTS FROM STANDING COMMITTEES AND MAYOR:

Budget, Finance, and Labor Committee Report

Councilmember Ferguson stated that the committee met tonight and there have not been any changes to the agenda since the last time it was presented at the council meeting.

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 and he had nothing to report at this time.

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 they have not met recently and he has nothing to report at this time.

Mayor Mary Anne Girard's Report

Mayor Girard stated that she did not have anything to report at this time.

5. REPORTS AND CORRESPONDENCE:

Monthly Investment Report

Monthly EIT / LST Report

Monthly YTD Report

Monthly Zoning Hearing Board Applications

Hatfield 250 Committee Report

MCPC Steering Committee 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
Junior Council Person Report

6. Managers Report

1. Land Use & Development Updates:

- A. Edinburgh Square Subdivision
 - Maintenance Bond in Place
 - Maintenance Escrow Released
 - 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
 - Lease Agreement Approved with Sobec Designs, LLC
 - 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
 - Looking at Receiving Funding
 - 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
 - Building Permits Issued
- ### **2. Utility Billing Update:**
- Staff continues to monitor Electric & Sewer Past Due accounts.

- 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
 - Pre-Con Meeting Held 10/29/2025
 - Construction Started in November
- C. Stormwater Feasibility Study Grant with HT (Local Share Funds)
 - Next Meeting in 2026

4. 2025 Project Updates:

- A. 2025 Roadway Resurfacing Project – N. Main Street
 - Bid Awarded – 5/21/2025
 - Completed
 - Waiting for the Invoice
 - Invoice Paid, Project Completed, Maintenance Bond in Place
- B. Montco 2040 Grant – Bike Improvements
 - Signed Grant Agreement
 - Checking on Funding through County / State Budget

- Kick-Off Event with Montgomery County 11/12/25
- Meeting in Early 2026 with Hatfield Township

5. PMEA Update:

6. Public Information Officer Update:

7. Items of Interest:

7. NEW BUSINESS / DISCUSSION ITEMS:

A. 2026 Proposed Budget Discussion / Advertising / Resolution

Manager Snyder explained that this is the same budget that was presented at the previous meeting and that there are no tax or general rate increases. There are small increases to the flat rate fees for sewer and electric services.

B. Resolution No Change to the Real Estate Tax Rate for 2026

Manager Snyder stated that these are the same tax rates that were approved for 2025 and that this matter is on the agenda for consideration at the regular meeting in December.

C. Resolution Residential & GLP 1 Flat Rate Fee

Manager Snyder explained that this resolution proposes an increase to the Residential and GLP-1 flat rate fee from \$15 to \$18, which represents an average increase of approximately \$36 per year. This resolution is on the agenda for consideration at the regular meeting in December.

D. Resolution Sanitary Sewer Quarterly EDU Flat Fee

Manager Snyder explained that this resolution proposes an increase to the sanitary sewer quarterly EDU flat fee from \$50 to \$55, representing an average increase of approximately \$20 per year. This resolution is on the agenda for consideration at the regular meeting in December.

E. Expiring Terms: ZHB, HEROC, Pool Advisory

Manager Snyder explained that the expiring terms for this year are as follows: Planning Commission – John Kroesser; Zoning Hearing Board – John Pedrazzani and Paul Mullin; HEROC – Richard Girard, Mary Anne Girard, and Joe Amorosi; Pool Advisory Board – Denise Baker. These individuals will be appointed at the Reorganization Meeting in January. Council agreed to reach out to those with expiring terms to see if they wish to serve another term and to also advertise to the community for anyone interested in serving.

F. Resolution 2025-16 Honoring the 2024 Lawrence G. Stevens Distinguished Service Award Recipient

Manager Snyder stated that this resolution recognizes Joseph Guidice as the recipient of the Lawrence G. Stevens Distinguished Service Award for 2025. This resolution is on the agenda for consideration this evening.

G. Resolution 2025-17 Recognizing James Baskin Ten Years of Service to Hatfield Borough

Manager Snyder explained that this resolution is to recognize years of service to Hatfield Borough and this is on for consideration tonight.

H. Resolution 2025-18 Recognizing Lindsay Hellmann Ten Years of Service to Hatfield Borough

Manager Snyder explained that this resolution is to recognize years of service to Hatfield Borough and this is on for consideration tonight.

I. Resolution 2025-19 Recognizing Thirty-Five Years of Service for Edward Polaneczky to Hatfield Borough

Manager Snyder explained that this resolution is to recognize years of service to Hatfield Borough and this is on for consideration tonight.

9. OLD BUSINESS:

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

Manager Snyder explained that Ordinance No. 560 will be considered at a public meeting on Wednesday, December 17, at 7:00 PM at the Hatfield Borough Municipal Building.

B. Conditional Use Hearing for 5 S. Maple Avenue

Manager Snyder stated that a conditional use hearing will take place on December 17, 2025, for 5 S. Maple Avenue to construct a 1,144-square-foot garage in the R-3 zoning district. The Borough is still awaiting additional information, including a survey.

C. 2026 Meeting Dates Advertisement

Manager Snyder stated that the 2026 meeting dates are included in the packet and are on the agenda for consideration to advertise this evening.

10. ACTION ITEMS:

A. Motion to Consider Advertising the 2026 Meeting Dates

Motion:

A motion was made by Councilmember Burns to approve Advertising the 2026 Meeting Dates. 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.

B. Motion to Consider Advertising the Availability of the Borough of Hatfield Budget Appropriating Specific Funds for 2026

Motion: A motion was made by Councilmember Girard to approve Advertising the Availability of the Borough of Hatfield Budget Appropriating Specific Funds for 2026. 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 2025-16 Honoring the 2025 Lawrence G. Stevens Distinguished Service Award Recipient

Motion: A motion was made by Councilmember Weiss to approve Resolution 2025-16 Honoring the 2025 Lawrence G. Stevens Distinguished Service Award Recipient. The motion was seconded by Councilmember Girard.

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.

D. Motion to Consider Resolution 2025-17 Recognizing James Baskin for his 10 Years of Service to Hatfield Borough

Motion: A motion was made by Councilmember Fagan to approve Resolution 2025-17 Recognizing James Baskin for his 10 Years of Service to Hatfield Borough. 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.

E. Motion to Consider Resolution 2025-18 Recognizing Lindsay Hellmann for her 10 Years of Service to Hatfield Borough

Motion: A motion was made by Councilmember Weiss to approve Resolution 2025-18 Recognizing Lindsay Hellmann for her 10 Years of Service to Hatfield Borough. The motion was seconded by Councilmember Girard.

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.

F. Motion to Consider Resolution 2025-19 Recognizing Edward Polaneczky for his 35 Years of Service to Hatfield Borough

Motion: A motion was made by Councilmember Fagan to approve Resolution 2025-19 Recognizing Edward Polaneczky for his 35 Years of Service to Hatfield Borough. 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 5-0.

11. ADJOURNMENT:

Motion: A motion was made by Councilmember Weiss to adjourn the Workshop Meeting of December 3, 2025. The motion was seconded by Councilmember Girard and unanimously approved with a vote of 5-0. The meeting adjourned at 7:48 PM.

Executive Session Litigation, Property and Personnel

Respectfully Submitted,
Kathryn Vlahos
Assistant Manager

**HATFIELD BOROUGH COUNCIL
REGULAR MEETING
December 17, 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
- () Michelle Weiss-Arrived at 7:29PM

(X) Mayor Mary Anne Girard

The record shows that four 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 December 17, 2025 Workshop Meeting Agenda.

Motion: A motion was made by Councilmember Burns for Approval of the Meeting Agenda, December 17, 2025 Regular Meeting Agenda. The motion was seconded by Councilmember Girard and unanimously approved with a vote of 4-0.

2. APPROVAL OF THE MINUTES: Motion to Approve the Minutes of the November 5, 2025 and November 19, 2025 Regular Meeting.

Motion: A motion was made by Councilmember Girard to Approve the Minutes of the November 5, 2025 and November 19, 2025 Regular Meeting. The motion was seconded by Councilmember Burns and unanimously approved with a vote of 4-0.

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

None.

4. Public Hearing for Ordinance No. 560 Amending Chapter 10 Code of Ordinances, Weeds and Other Vegetation, to Regulate Bamboo

Councilman Ferguson suspended the Regular Scheduled Public Meeting and opened for the Scheduled Public Hearing.

Solicitor Harper we do have a public hearing tonight on this ordinance which the committee has worked on for months, this basically says that you can't plant or grow bamboo, and you can't let your bamboo grow on your neighbor's property. You don't have to go out there and take out any bamboo that you have planted, we changed that so we can make it easy for people to come in compliance and not plant anymore. We also discovered that we do not have that much bamboo growing in the borough, so mark a couple of exhibits to start, borough 1 is an affidavit of publication we did run ads in the news papers that this hearing was tonight for this ordinance and we ran the whole ordinance in it. I think as borough 2 we should name the actual ordinance itself that you are going to be voting on tonight. There is a little change that when we first worked on the draft we inserted into the chapter that was dealing with weeds, but this ordinance only deals with bamboo. It will get added to the chapter dealing with weeds later but if it looks different to you that is another reason why because we didn't want to have to pay to publish the whole chapter. We will mark as borough exhibit 2 the actual ordinance and those are all of the exhibits that I have. What we have to do for a public hearing, is Borough council has to discuss it and answer any questions you may have and then we have to take public comment, so I turn it back to you Mr. President.

Jason Ferguson are there any additional questions from council or anyone in attendance?

Mayor Mary Anne Girard didn't a gentleman come to our meeting to say that we have a bamboo problem with their neighbor.

Manager Snyder yes it was the owner of the Main Hotel

Mayor Mary Anne Girard is he aware of this?

Manager Snyder Once this ordinance passes its 30-day appeal period I will send him a copy of it and let him know

Solicitor Harper that is why the committee worked on changes to make sure that it dealt with that problem. Eah property owner shall be required to take such measures that are reasonably to prevent any bamboo on its property from encroaching on its neighbor's property.

Richard Girard One other questions that I don't remember seeing is there a time limit from when the violation is first issued and how much time is given to the person to remove it

Solicitor Harper there is nothing specific in here, but in general municipal ordinances you get a notice which is 30 days. Our code officer would deal with it by giving a notice of 30 days

Jason Ferguson anyone from the public? Hearing none I will close the questioning section for that, thank you madam solicitor. It is on for action later.

Public hearing closed at 7:11PM.

5. Conditional Use Hearing for Erazo-Tequianes, 5 S. Maple Avenue, for an Oversized Garage

Councilman Ferguson suspended the Regular Scheduled Public Meeting and opened for the Scheduled Public Hearing.

Solicitor Harper this is a similar thing; conditional use is similar to a zoning issue but determined by the governing body which is you guys as opposed to your zoning hearing board. The gentleman has asked for a postponement of the hearing because he did not submit a plan with the dimensions on it and one of the things that you have to consider is the size of the proposed garage which is bigger than what is allowed by right. What we have to do tonight is open the hearing which we have to open the hearing within 60 days under the Pennsylvania Municipalities Planning Code. Then we can continue to a date certain so that we don't have to advertise again. As Borough 1 is the proof of publication for tonight's hearing and we will put that into evidence as borough 1. I do have copies of his application but what we are going to do is wait until he gets here so that he can participate but we do have an email request that went to Jaime and was in your packets from Carlos Erazo-Tequianes asking for a postponement until January 21, 2026, in order to give you guys enough time to review his survey. We will mark that as Borough 2 my suggestion would be that you agree that we will continue this to a date certain which is the one he asked for January 21, 2026 we have a meeting that night. If you would do that motion and second right now to continue it to January 21, 2026 at the regular meeting then we do not have to readvertise it and we can let him know that the request for the continuance was granted.

Motion:

A motion was made by Councilmember Burns to continue the conditional use hearing for Erazo-Tequianes, 5 S Maple until January 21, 2026. The motion was seconded by Councilmember Girard.

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.

Public hearing closed at 7:14PM.

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

- Next Council Meetings January 5th Reorganization / Workshop at Meeting at 6:00PM and the January 21st Regular Meeting at 7:00PM in Council Chambers
- Planning Commission is Scheduled to Meet on Monday, January 26, 2026, at 6:00PM in Council Chambers
- HMHS is Scheduled to Meet on Tuesday, January 27, 2026 at 7:00PM in Council Chambers
- The Borough Offices will be closed on Wednesday, December 24, 2025, Thursday, December 25, 2025, and Friday, December 26, 2025, in Observance of the Christmas Holidays
- The Borough Offices will be closed on Wednesday, December 31, 2025, and Thursday, January 1, 2026, in Observance of the New Year's Eve and New Year's Day Holidays

7. NEW BUSINESS / DISCUSSION ITEMS:**A. December 2025 Reports**

Manager Snyder explained that the reports included in the packet consist of those that were not ready for the December meeting.

B. 43 Roosevelt Avenue Sitework Escrow Release No. 1

Manager Snyder stated that this request is for the release of site work escrow funds in the amount of \$100,600.68. The request has been reviewed by the Borough Engineer and is listed as an action item for this evening's meeting. Following this release, the remaining escrow balance will be \$82,550.52.

C. Resolution No. 2025-24 Recognizing James Fagan Jr. Years of Service

Manager Snyder stated that this resolution recognizes James Fagan for his years of service on Borough Council.

8. OLD BUSINESS:**A. Resolution No. 2025-20 No Change to the Real Estate Tax Rate for 2026**

Manager Snyder explained that this resolution was presented at the December workshop meeting and states that there will be no tax increase in 2026. The tax rate will remain at 4.25 mills, of which 0.25 mills is allocated to the Fire Department. This resolution is on the agenda for consideration this evening.

B. Resolution No. 2025-21 Residential & GLP 1 Flat Rate Fee

Manager Snyder stated that this resolution was presented at the December workshop meeting and provides for a \$3.00 increase to the Residential and GLP-1 flat rate. This resolution is on the agenda for consideration this evening.

C. Resolution No. 2025-22 Sanitary Sewer Quarterly EDU Flat Fee

Manager Snyder explained that this resolution was presented at the December Workshop Meeting and provides for a \$5.00 increase to the sewer quarterly EDU flat fee. This resolution is on the agenda for consideration this evening.

D. Resolution No. 2025-23 Appropriating Specific Funds for 2026

Manager Snyder stated that this resolution authorizes the adoption of the 2026 Budget for Hatfield Borough. As previously highlighted, there is no tax increase for the year, with only small increases related to customer service changes for sewer and electric rates. The packet includes a copy of the advertisement informing the public that the proposed budget is available for inspection at the Borough Office.

E. Expiring Terms: Planning Commission, ZHB, HEROC, Pool Advisory

Manager Snyder explained that the expiring terms for the Planning Commission, Zoning Hearing Board,

HARB, EROC, and Pool Advisory Committee are listed in the packet. She noted that she has spoken with each individual on the list, and all have expressed interest in continuing to serve. It was also advertised on the Borough website and posted in the downstairs vestibule that applications are being accepted from anyone interested in serving.

9. ACTION ITEMS:

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

Motion: A motion was made by Councilmember Fagan to Approve Ordinance No. 560 Amending Chapter 10 Code of Ordinances Weeds and Other Vegetation, to Regulate Bamboo 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.

B. Motion to Consider Resolution No. 2025-20 Authorizing No Change to the Real Estate Tax Rate for 2026

Motion: A motion was made by Councilmember Girard to Approve Resolution No. 2025-20 Authorizing No Change to the Real Estate Tax Rate for 2026. 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.

C. Motion to Consider Resolution No. 2025-21 Authorizing the Residential & GLP 1 Flat Rate Fee

Motion: A motion was made by Councilmember Girard to Approve Resolution No. 2025-21 Authorizing the Residential & GLP 1 Flat Rate Fee. 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 4-0.

D. Motion to Consider Resolution No. 2025-22 Authorizing the Sanitary Sewer Quarterly EDU Flat Fee

Motion: A motion was made by Councilmember Burns to Approve Resolution No. 2025-22 Authorizing the Sanitary Sewer Quarterly EDU Flat Fee. 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 4-0.

E. Motion to Consider Resolution No. 2025-23 Appropriating Specific Funds for 2026

Motion: A motion was made by Councilmember Fagan to Approve Resolution No. 2025-23 Appropriating Specific Funds for 2026. 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.

F. Motion to Consider Sitework Escrow Release No. 1 for 43 Roosevelt Avenue, ABP Investments, Inc., in the Amount of \$100,600.48 (one hundred thousand six hundred dollars and forty-eight cents)

Motion: A motion was made by Councilmember Burns to Approve Sitework Escrow Release No. 1 for 43 Roosevelt Avenue, ABP Investments, Inc., in the Amount of \$100,600.48 (one hundred thousand six hundred dollars and forty-eight cents). The motion was seconded by Councilmember Girard.

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.

G. Motion to Consider Resolution No. 2025-24 Recognizing James Fagan Jr. Years of Service

Motion: A motion was made by Councilmember Burns to Approve Resolution No. 2025-24 Recognizing James Fagan Jr. Years of Service. The motion was

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.

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 Burns to Approve the payment of the bills. The motion was seconded by Councilmember Girard.

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 Fagan to adjourn the Regular Meeting of December 17, 2025. The motion was seconded by Councilmember Weiss and unanimously approved with a vote of 5-0. The meeting adjourned at 7:37 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 Borough Council Meetings are the February 4th Workshop Meeting and the February 18th Regular Meeting at 7:00PM in Council Chambers**
- **The next Planning Commission Meeting is scheduled for Monday, January 26, 2026 at 6:00PM in Council Chambers**
- **HMHS is Scheduled to Meet Tuesday, January 27, 2026, at 7:00PM at the Borough Office**

**5. Conditional Use
Hearing for Erazo –
Tequianes, 5 S. Maple
Avenue, for an
Oversized Garage**

CARLOS ERAZO

5 South Maple Ave

Hatfield Pa 19440



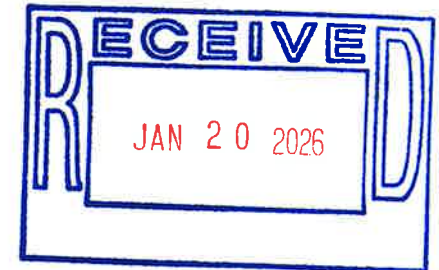
1/20/2026

To Hatfield Borough Manager,

I CARLOS ERAZO give the borough unlimited waiver of time of time on my conditional use application for 5 South Maple Ave. while I work through my zoning hearing process and possible redesign.

Thanks in advance,


Carlos Erazo





000000

NOTICE

NOTICE IS HEREBY GIVEN that Borough Council of Hatfield will hold a public hearing on the application of Daniel Erazo-Tequisno, 5 S. Maple Avenue, in Hatfield Borough for a Conditional Use approval to construct a 1,144 square foot garage as a residential accessory structure on his property in the R-3 Residential Commercial Zoning District where accessory buildings are otherwise limited by the Hatfield Borough Zoning Code to no more than 700 square feet in total. A hearing has been scheduled for Wednesday, December 17, 2025, at 7:00 p.m. at the Municipal Complex, 401 S. Main St., Hatfield, PA 19440, to hear the applicant's request. All interested parties should come forth and be heard. Borough Council may, but is not required to, make a decision on the application at the hearing.

In the event any person is disabled and requires special assistance to participate in the hearing, please contact Borough Manager, Jaime Snyder at the Municipal Complex at (215) 855-0781 in advance of the hearing.

BOROUGH OF HATFIELD
BY CATHERINE M. "Kate" HARPER, ESQUIRE
Solicitor for Hatfield Borough

**THIS MEETING WAS CONTINUED TO JANUARY 21, 2026
AT 7:00PM 401 S. MAIN STREET HATFIELD, PA 19440**

Jaime Snyder

From: [REDACTED]
Sent: Tuesday, December 16, 2025 9:45 AM
To: Jaime Snyder; Carlos Erazo-Tequianes
Subject: 5 Maple Ave, Hatfield pa

Hello Jaime!

My name is CARLOS ERAZO. I had a hearing tomorrow at the borough for the garage I want to build on the property. I was told I needed a survey done a couple of weeks ago. I was told by the land survey people that by drawings wont be done today thus not giving you guys enough time to review it. I think it would be best to get a continues hearing for the 21st of january in order to give u guys enough time to review the survey. Will this work for you guys?

thanks in advance,
Carlos Erazo

[Sent from the all new AOL app for iOS](#)


PHILADELPHIA GROUP

AFFIDAVIT OF PUBLICATION
390 Eagleview Boulevard • Exton, PA 19341

Hatfield Borough - Legal Notices
401 S MAIN STREET
PO BOX 190
HATFIELD, PA 19440
Attention: Borough Manager

STATE OF PENNSYLVANIA,

NOTICE

The undersigned , being duly sworn the he/she is the principal clerk of The Reporter, The Reporter Digital, published in Montgomery County for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

NOTICE IS HEREBY GIVEN that Borough Council of Hatfield will hold a public hearing on the application of Daniel Erazo-Tequienes, 5 S. Maple Avenue, in Hatfield Borough for a Conditional Use approval to construct a 1,144 square foot garage as a residential accessory structure on his property in the R-3 Residential/Commercial Zoning District where accessory buildings are otherwise limited by the Hatfield Borough Zoning Code to no more than 700 square feet in total. A hearing has been scheduled for Wednesday, December 17, 2025, at 7:00 p.m. at the Municipal Complex, 401 S. Main St., Hatfield, PA 19440, to hear the applicant's request. All interested parties should come forth and be heard. Borough Council may, but is not required to, make a decision on the application at the hearing. In the event any person is disabled and requires special assistance to participate in the hearing, please contact Borough Manager, Jaime Snyder at the Municipal Complex at (215) 855-0781 in advance of the hearing.

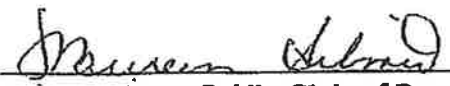
BOROUGH OF HATFIELD
BY: CATHERINE M. "Kate"
HARPER, ESQUIRE
Solicitor for Hatfield Borough
Lan - Nov 25, Dec 2 -1a

Hatfield Borough - Legal Notices

Published in the following edition(s):

The Reporter, The Reporter Digital
11/25/25, 12/02/25

Sworn to the subscribed before me this 12/2/25


Notary Public, State of Pennsylvania
Acting in County of Montgomery

Commonwealth of Pennsylvania - Notary Seal
Maureen Schmid, Notary Public
Montgomery County
My Commission Expires March 31, 2029
Commission Number 1248132

Advertisement Information

Client Id: 881255

Ad Id: 2775927

PO:

Sales Person: 063308

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BOROUGH OF HATFIELD

BY: CATHERINE M. "Kate" HARPER, ESQUIRE
Solicitor for Hatfield Borough



BOROUGH OF HATFIELD

401 South Main Street Hatfield, PA 19440
(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.

DATE RECEIVED: 11/11/25

RECEIVED BY: [Signature]

BC MTG DATE: _____

FEES PAID: \$500

PAID
CASH
10/19/25

PROPERTY LOCATION:

ADDRESS: 5 South Maple Ave, Hatfield Pa 19440

TAX PARCEL ID: 09-00-01279-008

BLOCK: _____ UNIT: _____

OWNER:

NAME (AS ON DEED): Carlo, Daniel Erazo - Teguiampis

PHONE: _____ EMAIL: _____

ADDRESS: _____

APPLICANT:

NAME: Carlo, Daniel Erazo - Teguiampis

PHONE: _____ EMAIL: _____

ADDRESS: _____

APPLICANT'S ATTORNEY:

NAME: _____

PHONE: _____ EMAIL: _____

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 Garage
CURRENT USE: single family dwelling with no garage
SIZE OF PARCEL(S): 8,580 SF # OF LOTS/UNITS PROPOSED: _____
ZONING DISTRICT: R-3 Residential

APPLICATION IS FOR A CONDITIONAL USE FOR:

Relief from §27-903.1D

APPLICANT CLAIMS THAT THE APPLICATION HEREIN REQUESTED MAY BE ALLOWED UNDER THE FOLLOWING SECTION OF THE HATFIELD BOROUGH ZONING ORDINANCE:

STATE REASONS WHY THE APPLICATION SHOULD BE GRANTED:

Need garage for car storage

I hereby certify that the proposed application and subsequent actions or uses are authorized by the owner. As the owner or authorized representative, I agree to comply with all rules, regulations of Hatfield Borough and agree to be responsible for the payment of all engineering and legal fees associated with this application. I further authorize representatives of Hatfield Borough to enter the subject property in order to verify existing conditions I have examined this application, its requirements and to my knowledge and belief, it is a true, correct and complete application

Chris Enay

Owner / Authorized Name

Chris Enay

Owner / Authorized Signature

10-9-25

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

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



Borough of Hatfield

Montgomery County, Pennsylvania

October 16, 2025

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 convenience.

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@
hatfieldborough.com

Website:
www.hatfieldborough.com



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6415 PG 00134 to 00138
INSTRUMENT # : 2025053086
RECORDED DATE: 09/22/2025 02:13:42 PM



6447153-0021Q

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed
Document Date: 09/12/2025
Reference Info:

Transaction #: 7149973 - 2 Doc(s)
Document Page Count: 4
Operator Id: dawhitner

RETURN TO: (Simplifile)
Closing Edge, LLC
1126 Horsham Rd Ste 100
Ambler, PA 19002-1178
(215) 358-2200

PAID BY:
CLOSING EDGE LLC

*** PROPERTY DATA:**

Parcel ID #: 09-00-01279-00-8
Address: 5 S MAPLE AVE

Municipality: PA
Hatfield Borough (100%)
School District: North Penn

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$315,000.00
TAXABLE AMOUNT: \$315,000.00

FEES / TAXES:

Recording Fee:Deed	\$86.75
State RTT	\$3,150.00
Hatfield Borough RTT	\$1,575.00
North Penn School District RTT	\$1,575.00
Total:	\$6,386.75

DEED BK 6415 PG 00134 to 00138
Recorded Date: 09/22/2025 02:13:42 PM

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office in
Montgomery County, Pennsylvania.



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION**

Rec'd 11/11/25

Prepared by and return to:

Closing Edge, LLC
1300 Horizon Dr., Ste. #108
Chalfont, PA 18914

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
09-00-01279-00-8 HATFIELD BOROUGH
5 S MAPLE AVE
PRESTIGE PROPERTY PARTNERS LLC
B 001 L U 065 1101 09/22/2025

\$15.00
JG

File No. CE-25-3761 TT

Parcel # 09-00-01279-00-8

Property Address:
5 South Maple Ave.
Hatfield, PA 19440

This Indenture, made the 12 day of September, 2025

Between

Prestige Property Partners LLC, a Limited Liability Company

(hereinafter called the Grantor), of the one part, and

Carlos Daniel Erazo-Tequaines

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **THREE HUNDRED FIFTEEN THOUSAND AND 00/100 (315,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee as **SOLE OWNER**

ALL THAT CERTAIN messuage and tract of land situate in the Borough of Hatfield, County of Montgomery and Commonwealth of Pennsylvania bounded and described as follows to wit:

BEGINNING at a stake a corner on the East side of Maple Avenue in a line now or late of Jacob D. Moyer's land; thence along the East side of said Avenue, North Six and three-quarters degrees West Sixty feet to a corner of a street designated for public use, thirty-three feet wide; thence along the same North eighty-three and one-quarter degrees, East one-hundred forty-three feet to a corner; thence by Tract #2 South Six and three-quarter degrees East Sixty feet to a corner, thence by land late of Jacob D. Moyer South eighty-three and one-quarter degrees West One-hundred forty-three feet to the place of beginning.

Being the same premises which Barbara J. Stauffer by Deed dated 11/24/2021 and recorded 1/21/2022 in Montgomery County in Deed Book 6263 Page 506 conveyed unto Prestige Property Partners LLC, in fee.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and assigns, to and for the only proper use and behoof of the said Grantee, their heirs and assigns, forever.


And the said Grantor, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and assigns, that they, the said Grantor, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and assigns, against it, the said Grantor, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the party of the first part have hereunto set their hands and seals. Dated the day and year first above written.

**Sealed and Delivered
IN THE PRESENCE OF US:**

**Prestige Property Partners LLC, a Limited
Liability Company**

**BY: JAD RAS Property Partners LLC,
Member**



**JAD RAS Property Partners, LLC
By: James D'Angelo, Member**

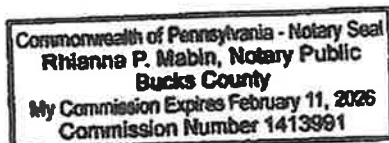
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Bucks

On this, the 12 day of September, 2025, before me Rhianna P. Mabin, the undersigned officer, personally appeared **James A. D'Angelo**, who acknowledged himself/herself to be the **Member of JAD RAS Property Partners, LLC, a Member of Prestige Property Partners LLC, a Limited Liability Company**, and that he/she as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC by himself/herself as Member.

In witness whereof, I hereunto set my hand and official seals.

Rhianna P. Mabin
Signature
Notary Public
Title of Office



The precise residence and the complete post office address of the above-named Grantee is:

**5 South Maple Ave
Hatfield, PA 19440**

Amy Figueroa Closing Edge LLC.
On behalf of the Grantee Amy Figueroa

Deed

Parcel No

Prestige Property Partners LLC

TO

Carlos Daniel Erazo-Tequaines

Closing Edge, LLC



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

Applicant shall submit two (2) legible copies of all drawings/plans and construction documents. Commercial plans shall be signed/sealed by a design professional. Residential plans may have to be signed and sealed, depending on the complexity of the project. Permit applications involving the construction of a permanent structure must include a copy of the current property survey showing all existing and proposed improvements.

Permit # _____

Date ____/____/____

Fee \$ _____

PROPERTY INFORMATION

Number 5

Street

South Maple Ave, Hatfield PA 19440

OWNER INFORMATION

First Name

Carlos

Last Name

Daniel Erazo-Teguianes

Phone

Email Address

Number

CONTRACTOR INFORMATION

☐ Check if work is being completed by the Property Owner

License #	Name	Address	Phone/Email	Contract Value

PROPOSED ZONING CHANGE

☐ New Building

Length: _____

Width: _____

Height: _____

☐ Addition

Length: _____

Width: _____

Height: _____

☐ Shed

Length: _____

Width: _____

Height: _____

☐ Fence

Length: _____

Height: _____

☐ Existing Pool on Property

☐ Pool

Length: _____

Width: _____

☐ Above Ground ☐ In Ground

☐ Patio

Length: _____

Width: _____

Material: _____

☐ Other _____

APPLICATION SUBMISSION DOES NOT GRANT APPROVAL TO START WORK

I agree to comply with all applicable codes, statutes and ordinances and with the conditions of this permit; I understand that the issuance of the permit creates no legal liability, express or implied, on Hatfield Borough; and certify that all the above information is accurate. Permit expires if work is not started in six (6) months, not completed in twelve (12) months, or if work is discontinued for six (6) months in the judgement of the Borough. The Building Inspector, or the Inspector's authorized agent, is authorized to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the proposed work. Failure to comply with the above will result in a STOP WORK ORDER.

[Signature]
Owner/Authorized Name

[Signature]
Owner/Authorized Signature

10-9-25
Date

HATFIELD BOROUGH

SITE PLAN

A site plan must be provided for all applications. If you already have a site or plot plan, you may submit that plan instead of using the site plan below as long as all required information is included. Please be sure to include the following information on the plan.

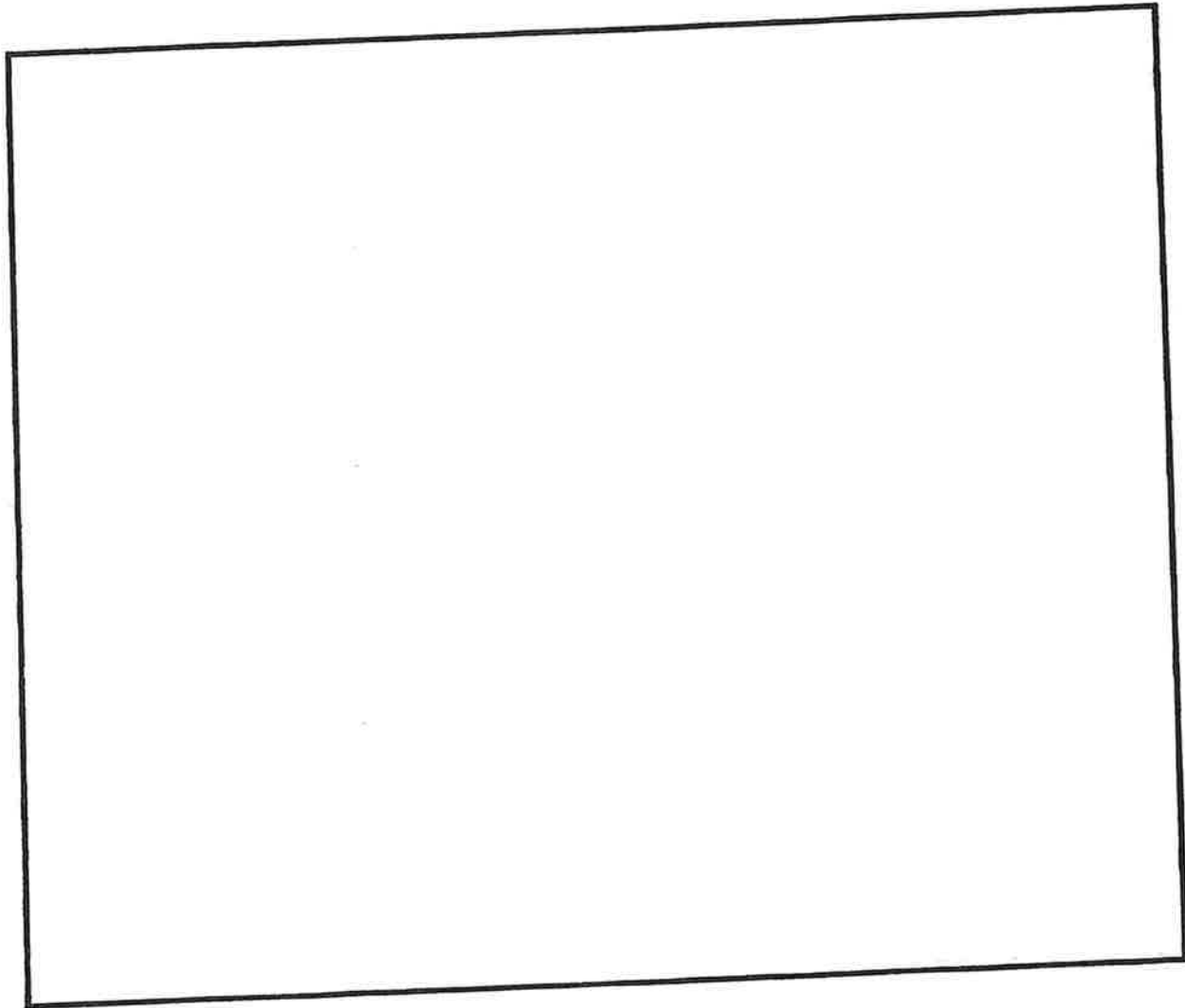
Property dimensions

All existing buildings, decks/patios, sheds, pools, fences and driveways with dimensions

All proposed construction with dimensions

Distances from all property lines to proposed construction

Distances between existing buildings and proposed construction



☐ Site Plan or Plot Plan used in place of this page ☐ Additional pages included with Application

FOR HATFIELD BOROUGH USE ONLY

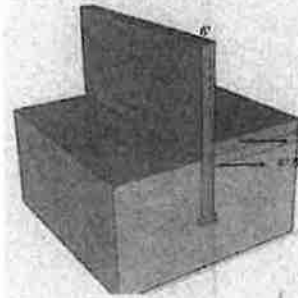
Zoning Permit Fee	\$	PA State Act 13 Fee	\$4.50
		TOTAL OF ALL FEES	\$

Zoning Officer

Date

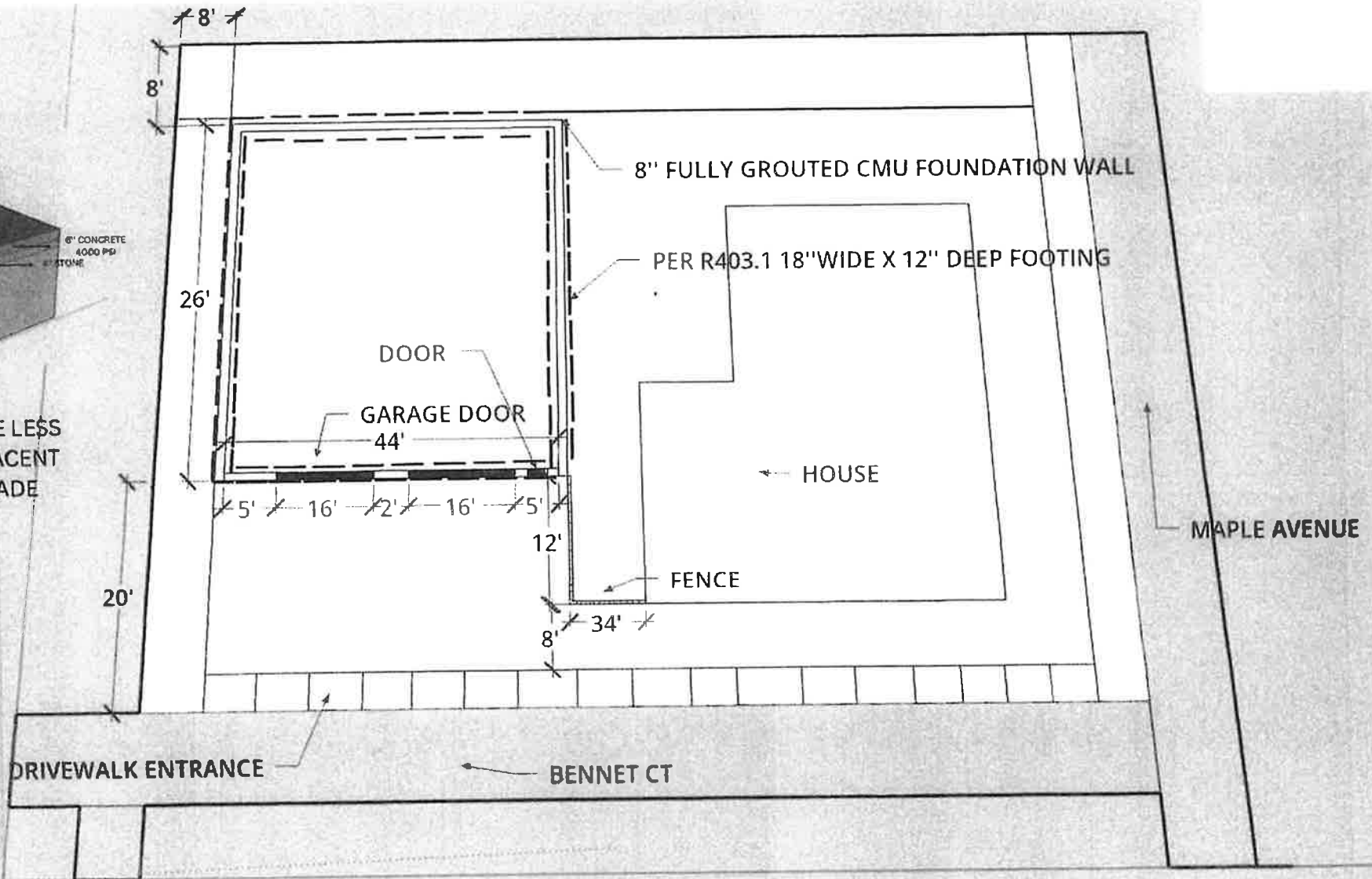
HATFIELD BOROUGH

55 MAPLE AVE

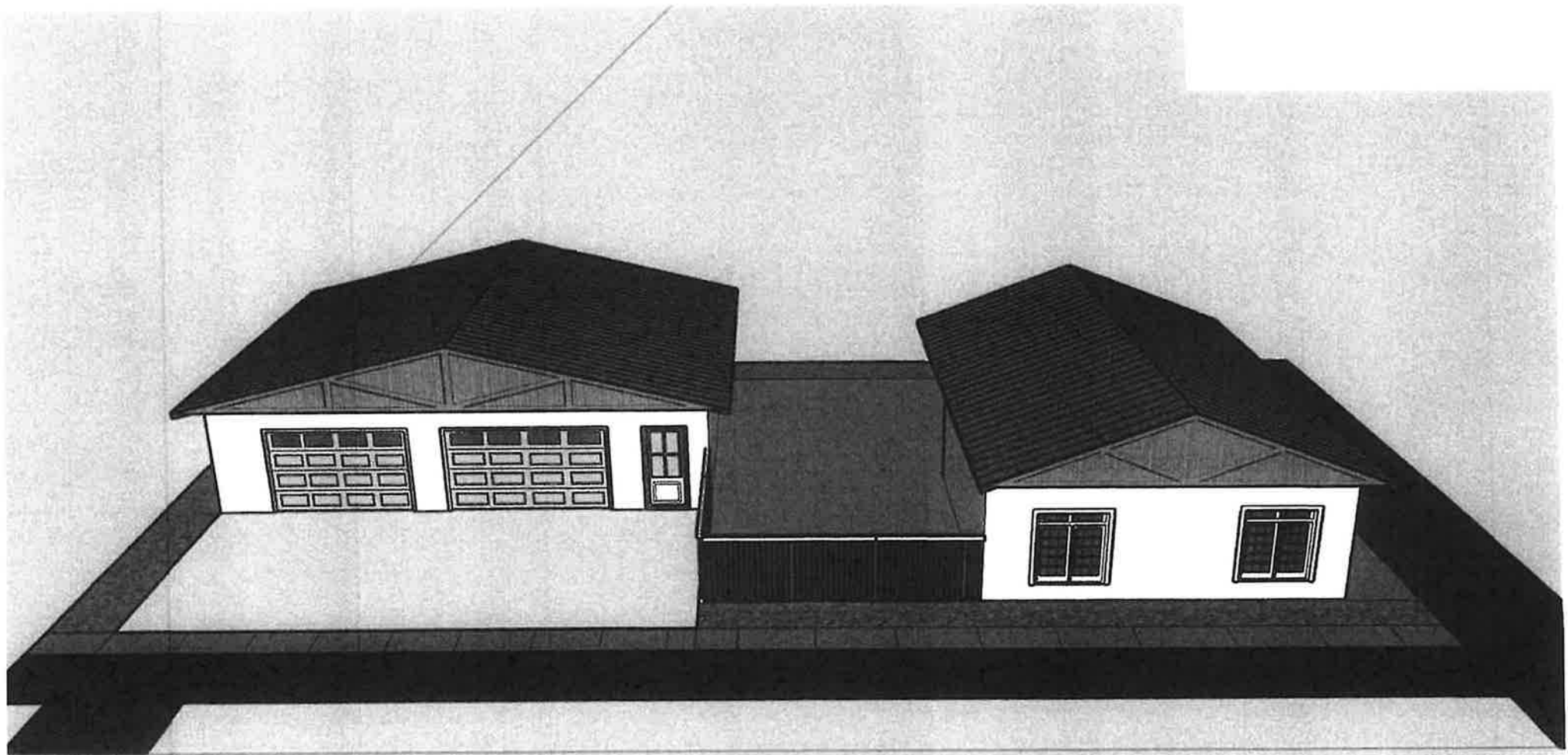


8" CONCRETE
4000 PSI
STONE

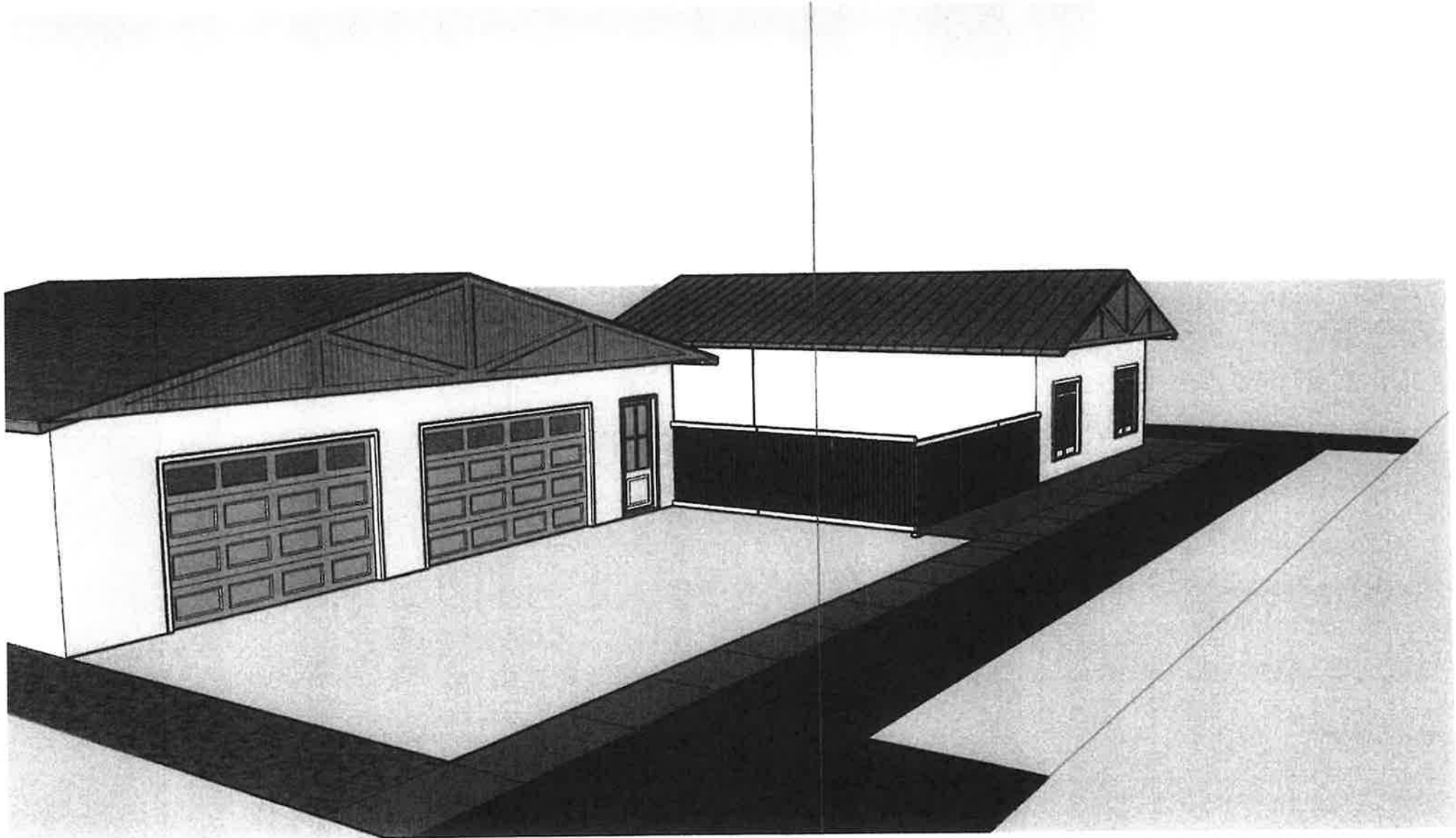
SLAB ON-GRADE LESS
12" BELOW ADJACENT
EXTERIOR GRADE



55 MAPLE AVE



5 S. MAPLE AVE



5 S. MADRE AVE

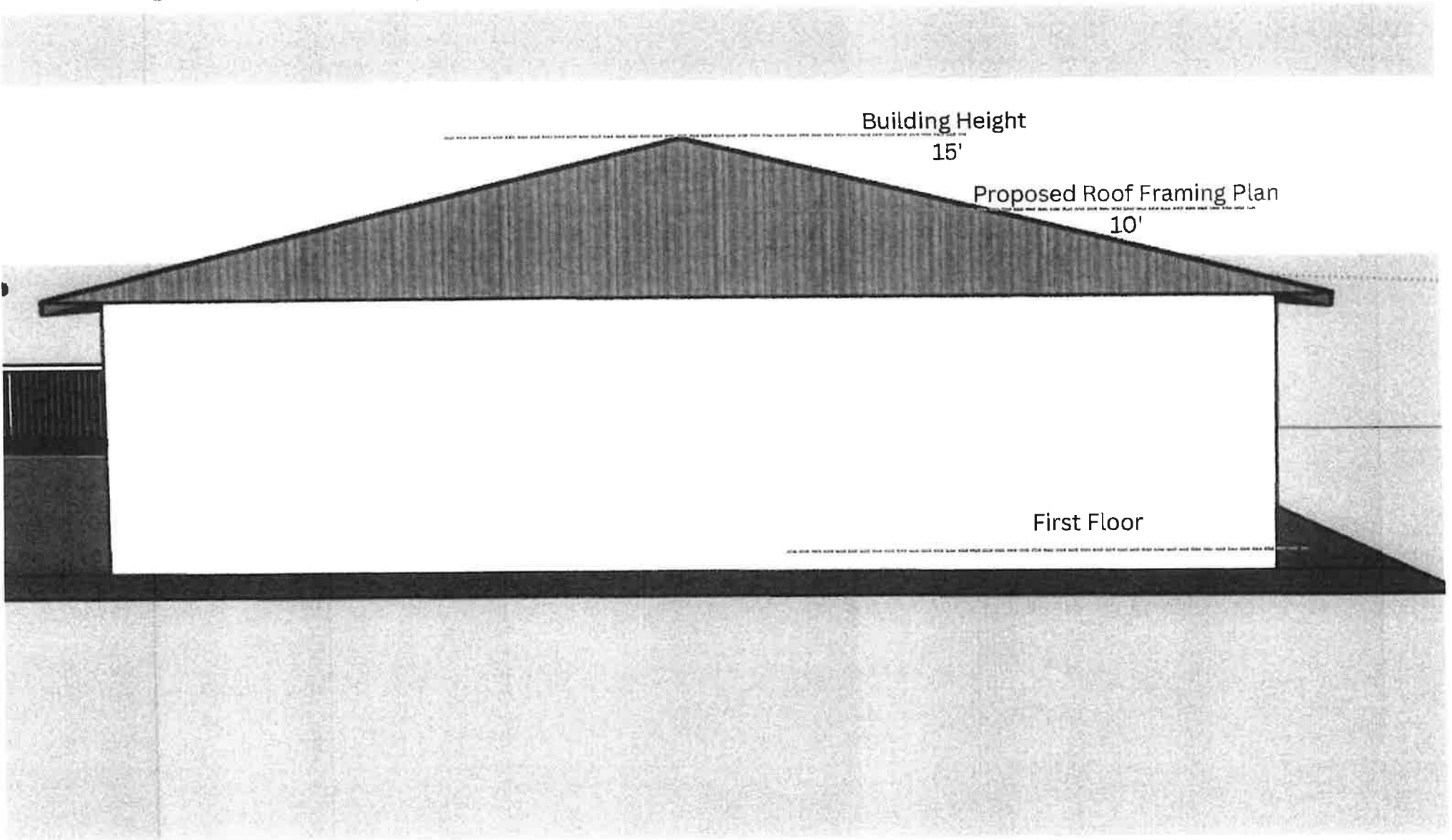
Building Height

15'

Proposed Roof Framing Plan

10'

First Floor

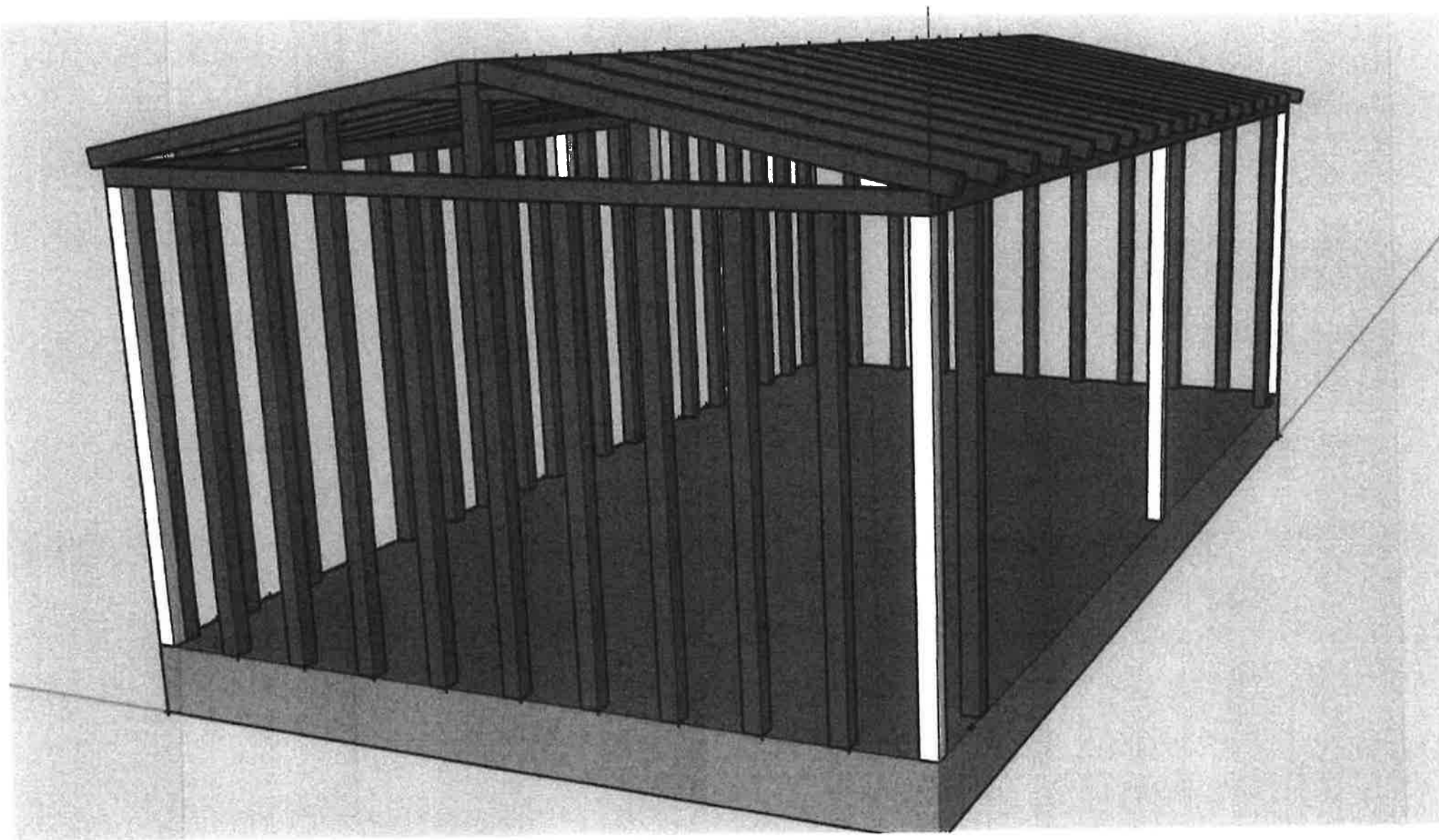


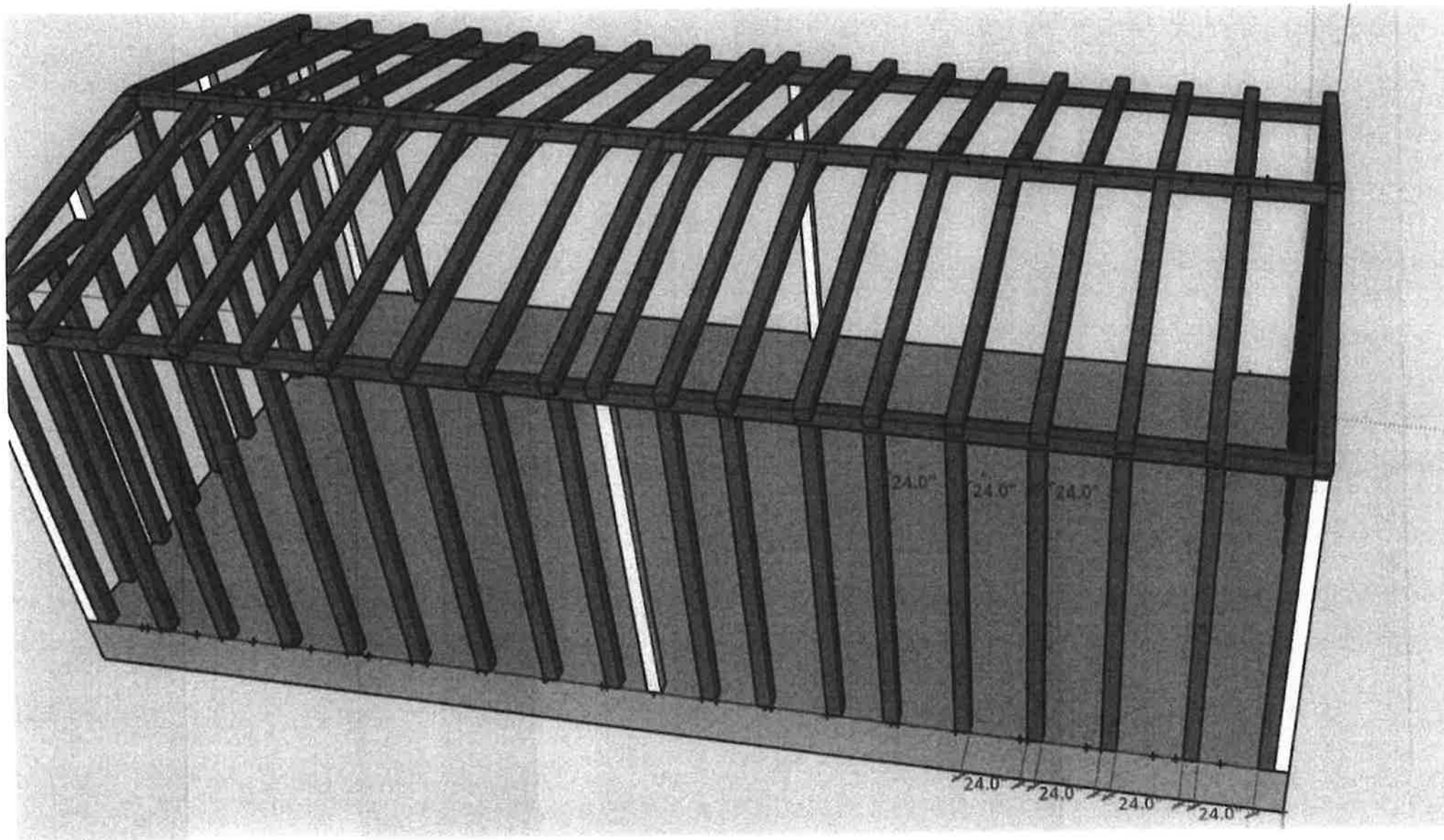
S S MAPLE DVE

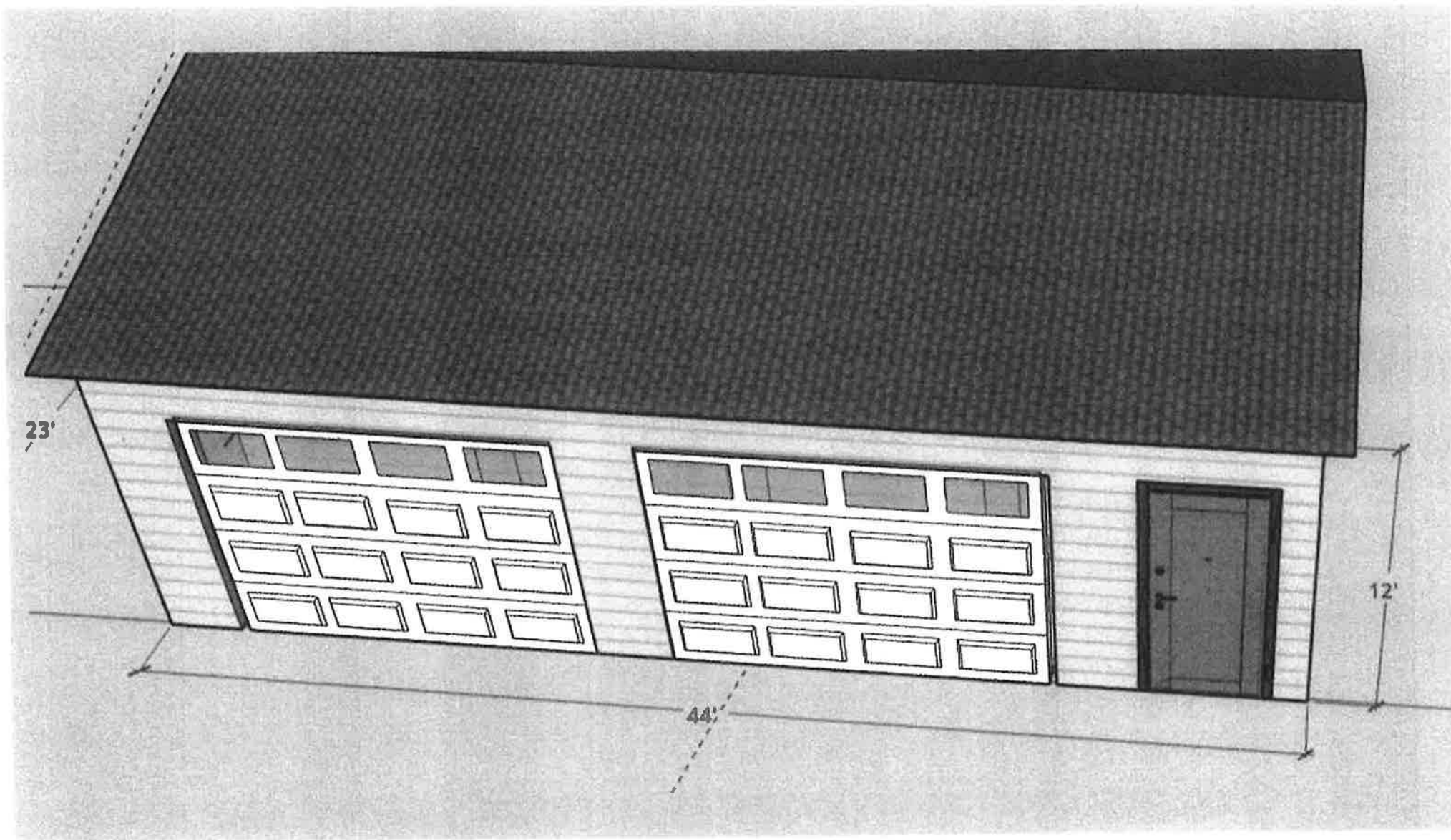
Building Height
15'

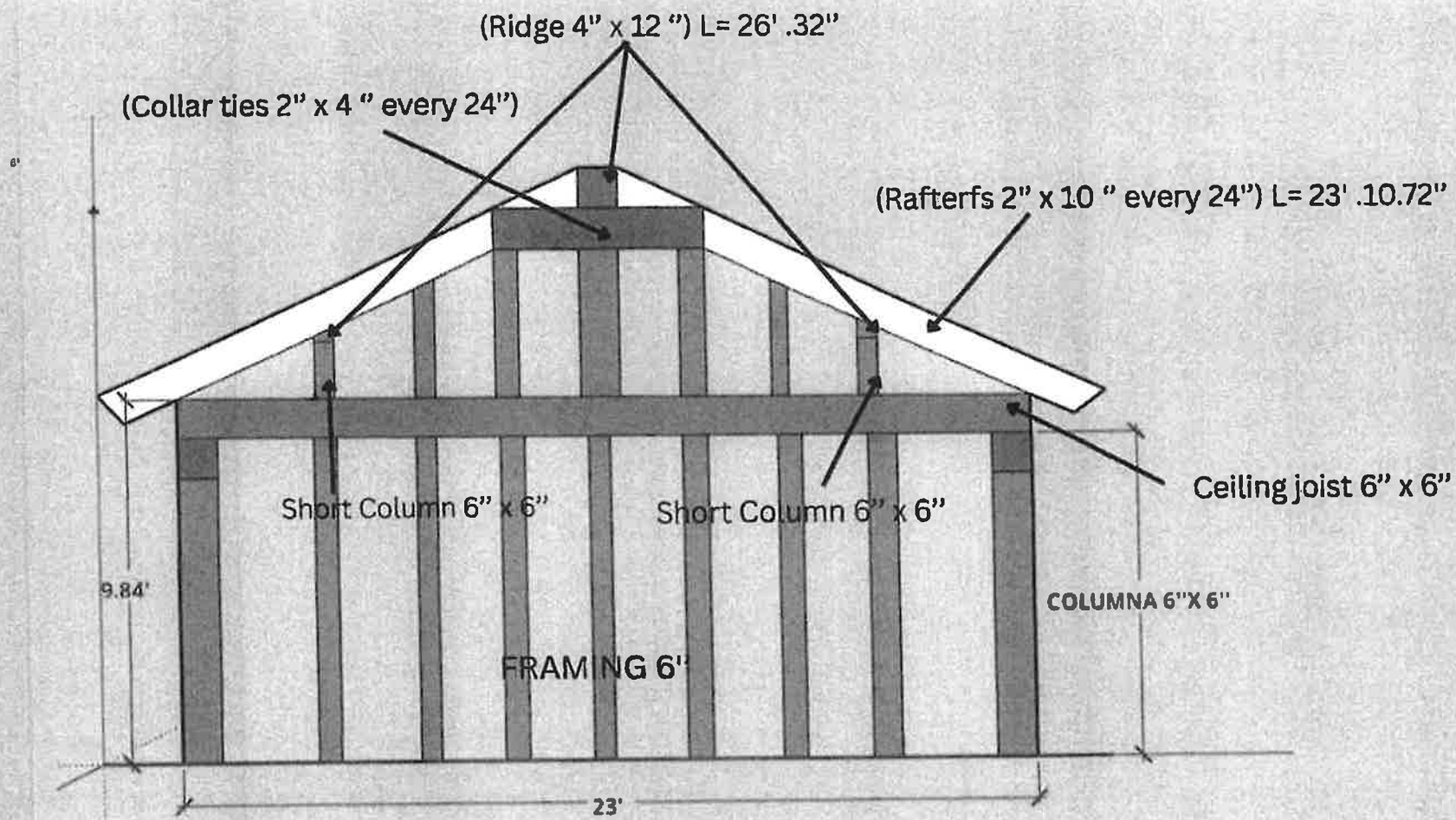
Proposed Roof Framing Plan
10'

First Floor

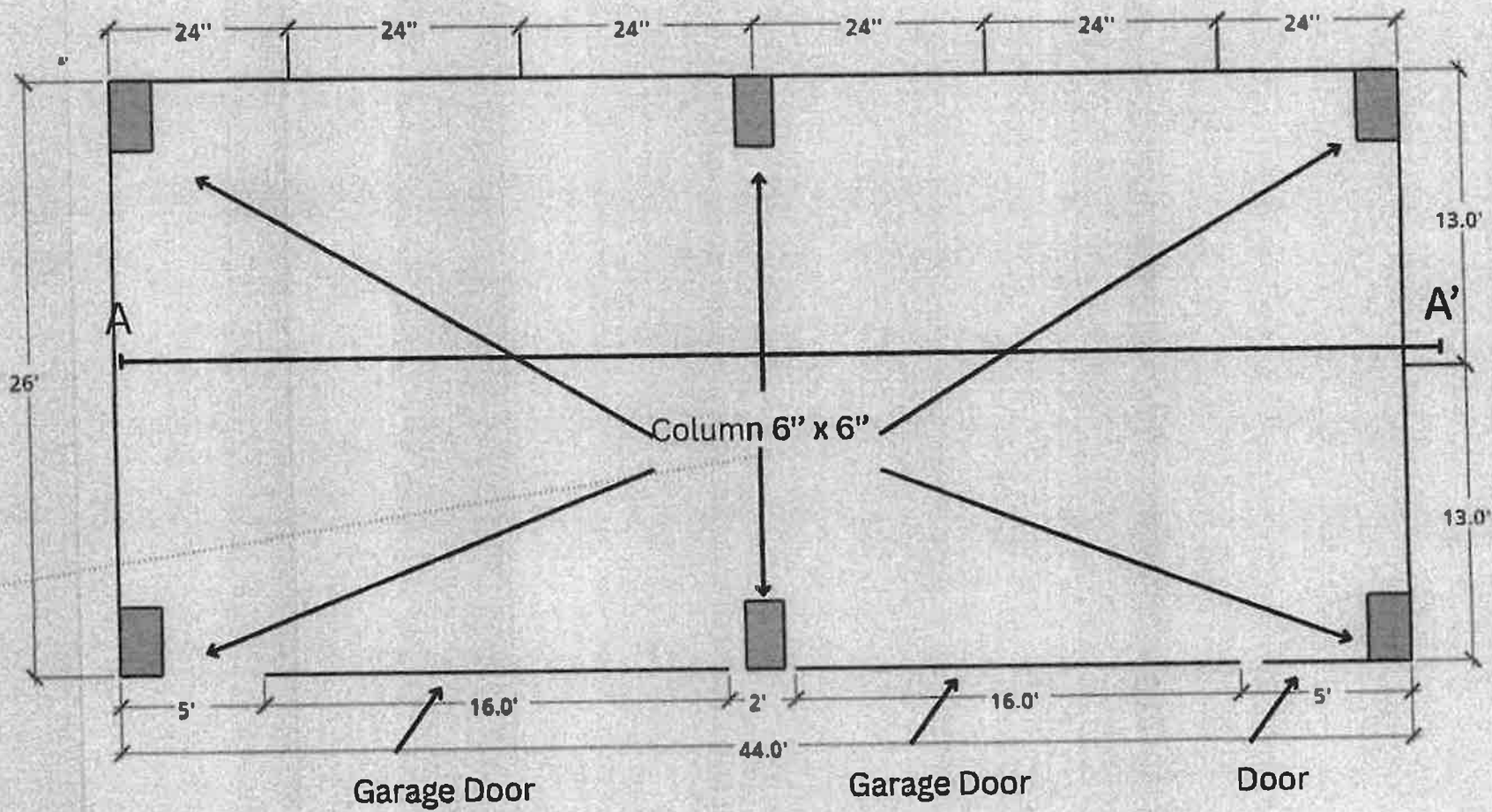




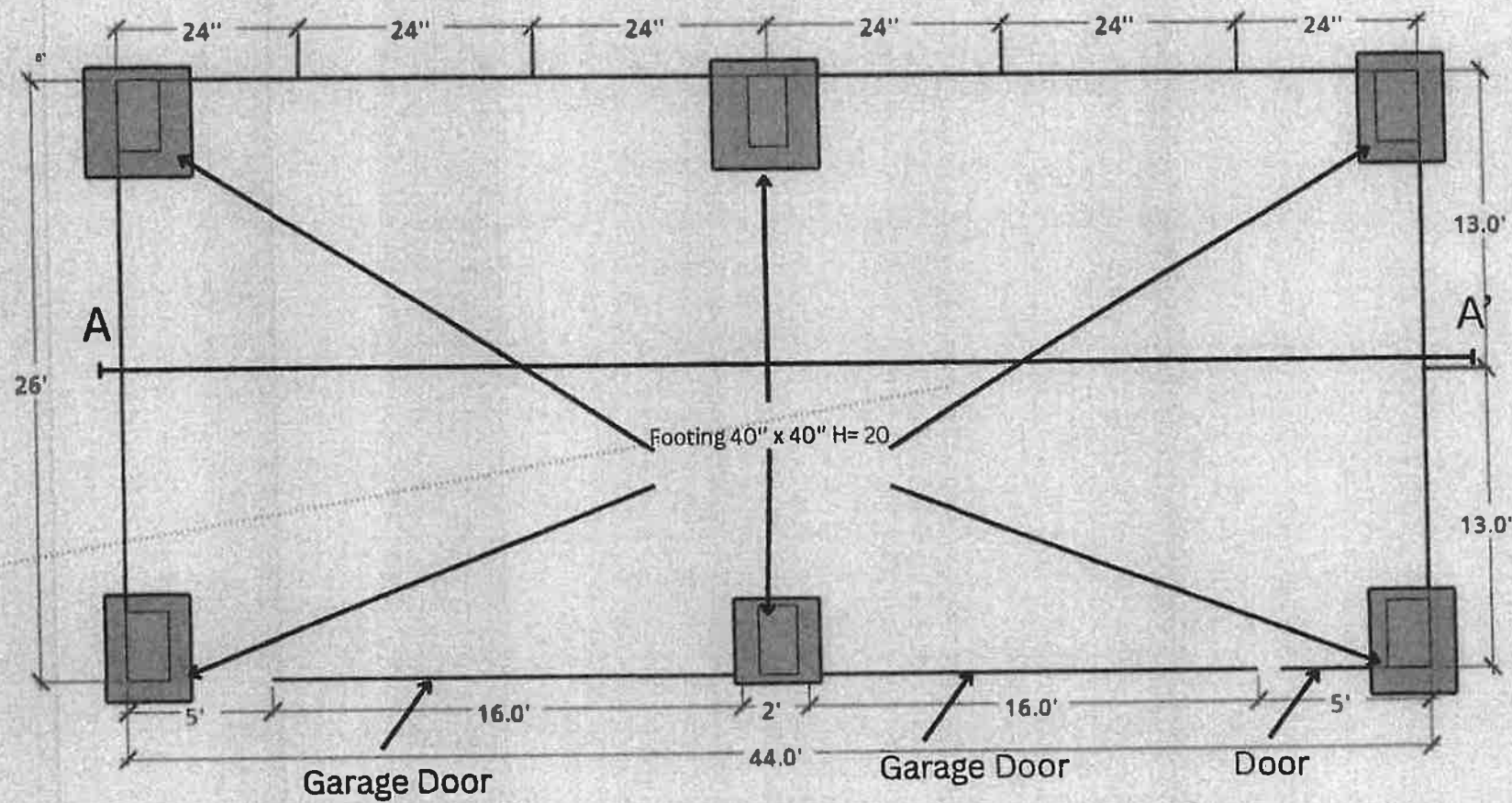




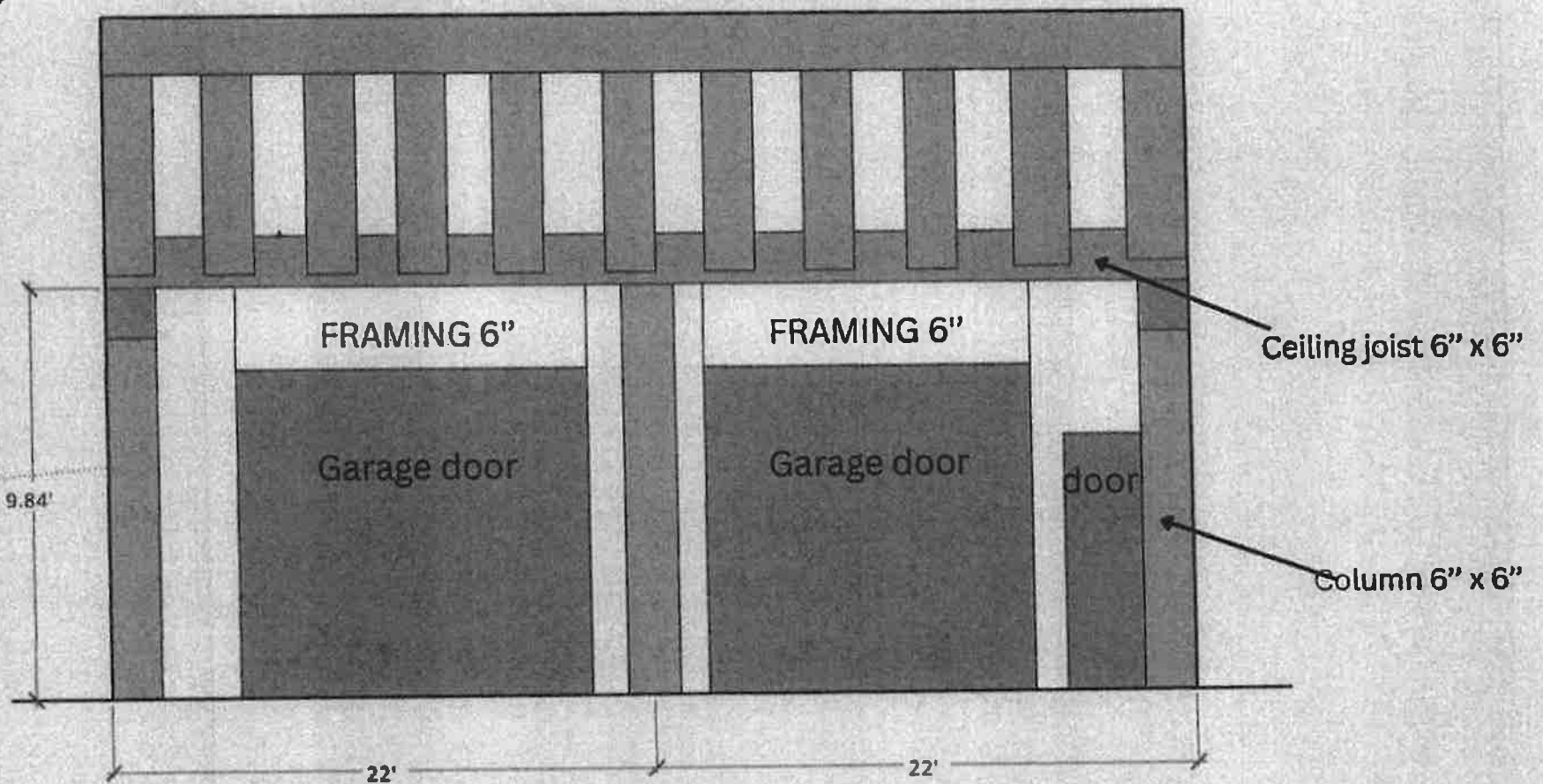
LATERAL VIEW

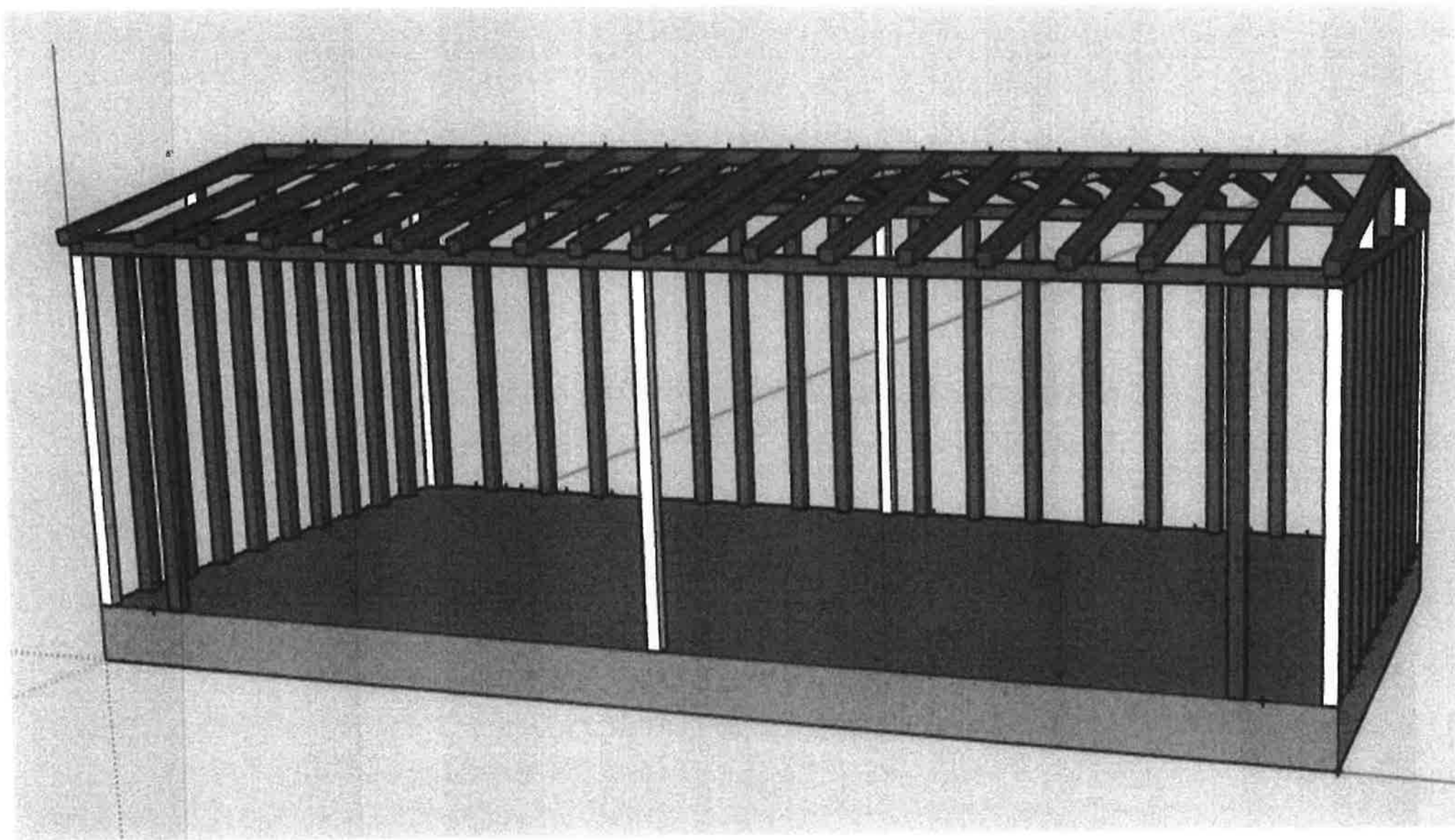


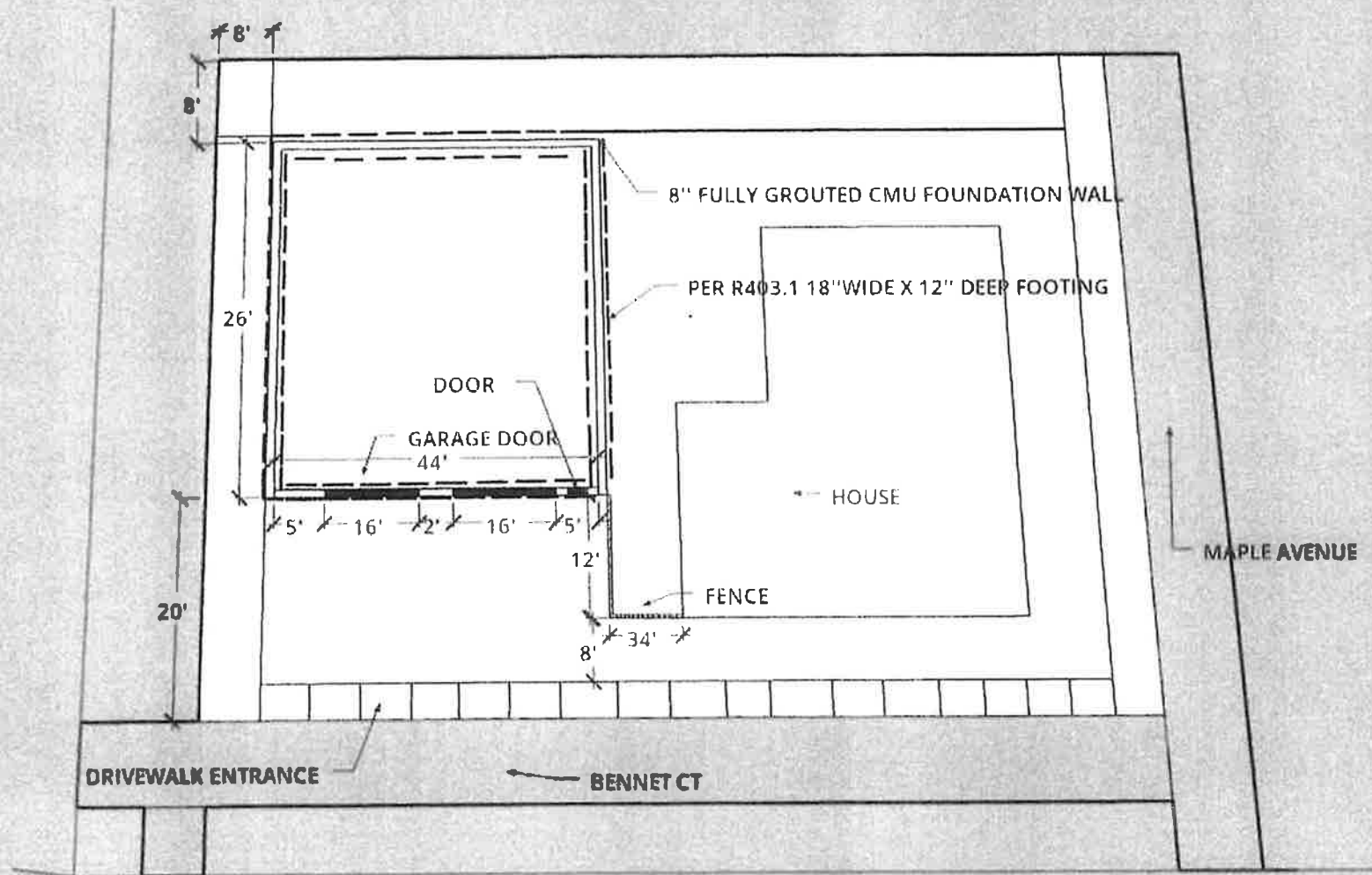
Planta(Ubicación columnas)



Planta(Ubicación de zapatas)







6. REPORTS FROM STANDING COMMITTEES AND MAYOR:

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

6. REPORTS FROM STANDING COMMITTEES AND MAYOR:

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

6. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Public Safety Committee
Report**

6. REPORTS FROM
STANDING COMMITTEES
AND MAYOR:

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

6. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Utilities Committee
Report**

6. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Hatfield Economic
Revitalization Outreach
Committee Report**

6. REPORTS FROM STANDING COMMITTEES AND MAYOR:

- **Mayor Mary Anne
Girard Report**

Townshipid	Hatfield Borough
------------	------------------

Sum of Gross Tonnage	Column Labels	
Row Labels	2023	2024
Commercial	365	137.9
Emanuel Tire	-	
Emert Recycling Corp.	-	
Leck Waste Services	76	5.8
Metro Waste	10	46.9
ProShred	8	6.5
Republic - BuxMont	55	45.7
Waste Management - Soudertor	99	-
Waste Management - Telford/In	116	33.0
Whitetail Disposal	2	
Residential	190	263.9
Barnside Farm Compost Facility	-	-
Britton Industries	-	
Envirogreen	20	
Leck Waste Services		46.8
Metro Waste	28	53.2
Republic - BuxMont	7	6.0
Waste Management - Telford/In	24	74.5
Whitetail Disposal	112	83.4
Grand Total	555	401.8

NMCRC
904 Recycling Grant

	2024 Estimated Grant Awards			2023 Award Still Due
	Individual Award	Group Benefit	Group Award	
Ambler Borough	17,312	1,058	18,370	7,186
Franconia Township	24,689	1,509	26,198	15,272
Hatfield Borough	3,944	241	4,185	4,722
Hatfield Township	41,440	2,533	43,973	43,796
Lower Gwynedd Township	25,496	1,559	27,055	35,444
Lower Salford Township	39,534	2,417	41,951	33,578
Montgomery Township	67,632	4,135	71,767	75,266
North Wales Borough	20,690	1,265	21,955	9,299
Souderton Borough	16,994	1,039	18,033	11,277
Telford Borough	9,862	603	10,465	4,008
Towamencin Township	22,348	1,366	23,714	25,023
Group Total	289,941	17,726	307,666	264,871

Note: We continue to push back on DEP's proposed change that would eliminate Group Applications (at this time we do not know what the outcome will be). **Individual Award** is the estimated award if DEP disallows the group application and the applications are processed individually. **Group Award** is the estimated award if the group application is accepted.

We provided DEP with data sheets for both the group application and the individual applications, so regardless of the outcome, this issue will not slow down the payment of the grants (any further than they've already been slowed down).

7. REPORTS AND CORRESPONDENCE:

Monthly Investment Report

HATFIELD BOROUGH CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

YEAR 2025

2025	Capital Reserve	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$165,637.50							
January	\$166,028.26	\$390.76	0.24%	\$537.10	(\$537.10)	(\$99.74)	(\$636.84)	(\$99.74)
February	\$168,707.79	\$2,679.53	1.61%	\$532.85	(\$532.85)	(\$99.97)	(\$632.82)	(\$99.97)
March	\$168,279.43	(\$428.36)	-0.25%	\$522.08	(\$522.08)	(\$101.36)	(\$623.44)	(\$101.36)
April	\$168,178.51	(\$100.92)	-0.06%	\$541.81	(\$541.81)	(\$100.92)	(\$642.73)	(\$100.92)
May	\$166,142.74	(\$2,035.77)	-1.21%	\$531.65	(\$531.65)	(\$400.77)	(\$932.42)	(\$400.78)
June	\$168,005.18	\$1,862.44	1.12%	\$533.09	(\$533.09)	(\$99.56)	(\$632.65)	(\$99.56)
July	\$166,760.20	(\$1,244.98)	-0.74%	\$538.32	(\$538.32)	(\$100.48)	(\$638.80)	(\$100.48)
August	\$168,622.51	\$1,862.31	1.12%	\$540.24	(\$540.24)	(\$99.69)	(\$639.93)	(\$99.69)
September	\$169,502.77	\$880.26	0.52%	\$540.34	(\$540.34)	(\$100.74)	(\$641.08)	(\$100.74)
October	\$170,055.82	\$553.05	0.33%	\$545.92	(\$545.92)	(\$100.95)	(\$646.87)	(\$100.95)
November	\$171,068.75	\$1,012.93	0.60%	\$535.66	(\$535.66)	(\$101.22)	(\$636.88)	(\$101.22)
December								
		\$5,431.25	3.27%	\$5,899.06	(\$5,899.06)	(\$1,405.40)	(\$7,304.46)	(\$1,405.41)

HATFIELD BOROUGH SEWER CAPITAL RESERVE INVESTMENT ACCOUNT SUMMARY

YEAR 2025

2025	Sewer Capital	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$525,178.20							
January	\$525,456.46	\$278.26	0.05%	\$1,860.76	(\$1,860.76)	(\$316.24)	(\$2,177.00)	(\$316.24)
February	\$528,663.34	\$3,206.88	0.61%	\$1,866.04	(\$1,866.04)	(\$316.37)	(\$2,182.41)	(\$316.37)
March	\$528,721.50	\$58.16	0.01%	\$1,722.63	(\$1,722.63)	(\$317.59)	(\$2,040.22)	(\$317.59)
April	\$530,720.67	\$1,999.17	0.38%	\$1,867.36	(\$1,867.36)	(\$317.08)	(\$2,184.44)	(\$317.08)
May	\$526,885.68	(\$3,834.99)	-0.72%	\$1,800.21	(\$1,800.21)	(\$617.99)	(\$2,418.20)	(\$617.99)
June	\$528,484.72	\$1,599.04	0.30%	\$1,836.27	(\$1,836.27)	(\$315.71)	(\$2,151.98)	(\$315.71)
July	\$526,009.41	(\$2,475.31)	-0.47%	\$1,762.43	(\$1,762.43)	(\$316.06)	(\$2,078.49)	(\$316.06)
August	\$528,999.47	\$2,990.06	0.57%	\$1,798.04	(\$1,798.04)	(\$314.44)	(\$2,112.48)	(\$314.44)
September	\$528,945.93	(\$53.54)	-0.01%	\$1,768.18	(\$1,768.18)	(\$316.04)	(\$2,084.22)	(\$316.04)
October	\$528,805.94	(\$139.99)	-0.03%	\$1,700.45	(\$1,700.45)	(\$314.99)	(\$2,015.44)	(\$314.99)
November	\$529,670.68	\$864.74	0.16%	\$1,714.50	(\$1,714.50)	(\$314.74)	(\$2,029.24)	(\$314.74)
December								
		\$4,492.48	0.86%	\$19,696.87	(\$19,696.87)	(\$3,777.25)	(\$23,474.12)	(\$3,777.25)

HATFIELD BOROUGH SEWER INVESTMENT ACCOUNT SUMMARY

YEAR 2025

2025	Sewer Managed	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$483,106.37							
January	\$483,125.96	\$19.59	0.00%	\$1,783.15	(\$1,783.15)	(\$290.91)	(\$2,074.06)	(\$290.91)
February	\$484,656.88	\$1,530.92	0.32%	\$1,741.58	(1,741.58)	(290.88)	(\$2,032.46)	(\$290.88)
March	\$484,470.22	(\$186.66)	-0.04%	\$1,586.35	(1,586.35)	(291.16)	(\$1,877.51)	(\$291.16)
April	\$485,908.59	\$1,438.37	0.30%	\$1,728.12	(1,728.12)	(290.54)	(\$2,018.66)	(\$290.54)
May	\$483,034.94	(\$2,873.65)	-0.59%	\$2,263.92	(2,263.92)	(591.14)	(2,855.06)	(\$591.14)
June	\$483,928.68	\$893.74	0.19%	\$1,800.78	(1,800.78)	(289.44)	(2,090.22)	(\$289.44)
July	\$482,155.61	(\$1,773.07)	-0.37%	\$1,699.60	(1,699.60)	(289.41)	(1,989.01)	(\$289.41)
August	\$484,140.47	\$1,984.86	0.41%	\$1,687.99	(1,687.99)	(288.22)	(1,976.21)	(\$288.22)
September	\$483,952.23	(\$188.24)	-0.04%	\$1,743.98	(1,743.98)	(289.24)	(2,033.22)	(\$289.24)
October	\$483,828.83	(\$123.40)	-0.03%	\$1,661.39	(1,661.39)	(288.20)	(1,949.59)	(\$288.20)
November	\$484,110.01	\$281.18	0.06%	\$1,690.35	(1,690.35)	(287.97)	(1,978.32)	(\$287.97)
December								
TOTALS		\$1,003.64	0.21%	\$19,387.21	(19,387.21)	(3,487.11)	(22,874.32)	(3,487.11)

HATFIELD BOROUGH ELECTRIC INVESTMENT ACCOUNT SUMMARY

YEAR 2025

2025	Electric	+/-	% Change	Income	Disbursements	Fees	Total Disbursements	Difference Income/Disbursements
Beginning Balance	\$1,072,442.29							
January	\$1,072,587.18	\$144.89	0.01%	\$2,132.47	(\$2,132.47)	(\$645.76)	(\$2,778.23)	(\$645.76)
February	\$1,081,490.23	\$8,903.05	0.83%	\$3,972.51	(\$3,972.51)	(\$645.78)	(\$4,618.29)	(\$645.78)
March	\$1,094,928.62	\$13,438.39	1.24%	\$7,819.83	(\$8,287.43)	(\$649.69)	(\$8,937.12)	(\$1,117.29)
April	\$1,098,411.41	\$3,482.79	0.32%	\$3,030.15	(\$8,655.15)	(\$656.63)	(\$9,311.78)	(\$6,281.63)
May	\$1,106,588.91	\$8,177.50	0.74%	\$2,469.46	(\$2,469.46)	(\$958.11)	(\$3,427.57)	(\$958.11)
June	\$1,116,887.93	\$10,299.02	0.93%	\$737.25	(\$737.25)	(\$663.06)	(\$1,400.31)	(\$663.06)
July	\$1,125,759.25	\$8,871.32	0.79%	\$725.12	(\$725.12)	(\$667.93)	(\$1,393.05)	(\$667.93)
August	\$1,123,465.58	(\$2,293.67)	-0.20%	\$3,974.94	(\$6,681.99)	(\$672.94)	(\$7,354.93)	(\$3,379.99)
September	\$1,147,431.14	\$23,965.56	2.13%	\$6,442.98	(\$817.98)	(\$671.16)	(\$1,489.14)	\$4,953.84
October	\$1,151,391.78	\$3,960.64	0.35%	\$8,287.43	(\$6,378.76)	(\$683.29)	(\$7,062.05)	\$1,225.38
November	\$1,148,461.39	(\$2,930.39)	-0.25%	\$982.90	(\$5,119.77)	(\$685.27)	(\$5,805.04)	(\$4,822.14)
December								
TOTALS		\$76,019.10	6.89%	\$40,575.04	(\$45,977.89)	(\$7,599.62)	(\$53,577.51)	(\$13,002.47)

**Hatfield Borough Total Income & Disbursements
YEAR 2025**

	<u>Gain/(Loss)</u>	<u>Income</u>	<u>Disbursements</u>	<u>Fees</u>	<u>Total Disbursements</u>	<u>Difference Income/Disbursements</u>
Capital Reserve	\$5,431.25	\$5,899.06	(\$5,899.06)	(\$1,405.40)	(\$7,304.46)	(\$1,405.41)
Sewer Capital Reserve	4,492.48	19,696.87	(19,696.87)	(3,777.25)	(23,474.12)	(\$3,777.25)
Sewer Managed	1,003.64	19,387.21	(19,387.21)	(3,487.11)	(22,874.32)	(\$3,487.11)
Electric	76,019.10	40,575.04	(45,977.89)	(7,599.62)	(53,577.51)	(\$13,002.47)
Total	\$86,946.47	\$85,558.18	(\$90,961.03)	(\$16,269.38)	(\$107,230.41)	(\$21,672.24)

INVESTMENT TRACKING UPDATED NOV 2024

[illegible]

**HATFIELD BOROUGH
CASH ACCOUNTS
November 30, 2025**

OPERATING ACCOUNT	BANK BALANCE	AMOUNT
01 - GENERAL		
Bank Balance	\$155,226.73	
O/S CHECKS		\$202,501.51
DIT		0.00
		<u>\$202,501.51</u>
07- ELECTRIC		
Bank Balance	\$456,111.53	
O/S CHECKS		(\$184,920.72)
DIT		\$7,835.77
		<u>(\$177,084.95)</u>
08 - SEWER		
Bank Balance	\$375,465.60	
O/S CHECKS		(\$161,552.93)
DIT		\$2,644.47
		<u>\$2,644.47</u>
	\$986,803.86	(\$158,908.46)
Bank Balance		\$986,803.86
Book Balance		\$853,311.96
18 - CAPITAL PROJECTS SINKING		\$13,905.85
35 - HIGHWAY AID		\$57,720.24
HARLEYSVILLE SAVINGS BANK		
Priority Business Savings		\$301,936.54
Priority Business Savings (Loans)		\$670.12
TOTAL OF ACCOUNTS		\$1,227,544.71
TD BANK		
Electric Reserve Account		\$50,265.17
Building Maintenanane Account (formerly ESSA)		\$24,621.79
KEY PRIVATE INVESTMENTS		
1131 CAPITAL RESERVE MANAGED		\$171,068.75
1132 SEWER CAPITAL RESERVE MANAGED		529,670.68
1133 SEWER MANAGED		484,110.01
1134 ELECTRIC FUND MANAGED		<u>1,148,461.39</u>
		\$2,333,310.83
TOTAL OF TD BANK, HSB, ESSA & KEY PRIVATE BANK INVESTMENTS		\$3,635,742.50

7. REPORTS AND CORRESPONDENCE:

Monthly EIT / LST Report

HATFIELD BOROUGH
Berkheimer Comparative
2020 - 2025 LST TAX

(Report as of 1/15/2026)

Month	2025	2024	2023	2022	2021	2020	Month	2025	2024	2023	2022	2021	2020
January	246.70		2,756.36	332.14	93.44	168.99	July	1,517.83	596.38		106.14	377.25	27.49
	539.14		1,333.13								537.61	632.68	593.29
												910.77	
Month Total	785.84	0.00	4,089.49	332.14	93.44	168.99	Month Total	1,517.83	596.38	-	643.75	1,920.70	620.78
YTD Total	785.84	0.00	4,089.49	332.14	93.44	168.99	YTD Total	27,484.62	33,370.53	32,318.06	24,431.35	21,978.62	19,393.79
February	769.47	1,891.88	1,527.79	1,403.93	436.37	350.79	August	494.39	359.63	738.18	820.39	615.85	15.72
	970.14	994.25	530.52	600.29	1,364.20	900.92		803.68	1,331.29	835.62	816.85	582.08	1,073.14
	501.66	6,184.99	6,599.42	794.83	4,918.01	500.10		4,747.20	6,732.45	1,573.00	1,041.91	4,919.27	6,412.04
	5,712.52	703.02		5,118.23	1,371.18	611.10		1,047.86	3,548.97	5,418.49	1,610.06	1,707.15	774.35
	2,403.31	2,034.39		1,417.42	865.50	1,042.25		1,197.49	1,961.73	1,755.89	5,563.93		
	855.42	3,446.61			528.58	4,235.56		2,354.75	727.09	575.80	2,346.73		
	157.20							549.25	645.86				
								39.30					
Month Total	11,369.72	15,255.14	8,657.73	9,334.70	9,483.84	7,640.72	Month Total	11,233.92	15,307.02	10,896.98	12,199.87	7,824.35	8,275.25
YTD Total	12,155.56	15,255.14	12,747.22	9,666.84	9,577.28	7,809.71	YTD Total	38,718.54	48,677.55	43,215.04	36,631.22	29,802.97	27,669.04
March		586.68	2,548.99	1,676.71	714.70	1,676.03	September	53.08		341.97	12.79	792.30	463.51
			2,754.35	719.06						757.00		285.87	
			677.50										
Month Total	-	586.68	5,980.84	2,395.77	714.70	1,676.03	Month Total	53.08	-	1,098.97	12.79	1,078.17	463.51
YTD Total	12,155.56	15,841.82	18,728.06	12,062.61	10,291.98	9,485.74	YTD Total	38,771.62	48,677.55	44,314.01	36,644.01	30,881.14	28,132.55
April	166.19		12.78	34.39		60.43	October	622.29	512.68	616.28		311.77	146.06
			704.28						1,068.96			734.10	634.69
			102.20										53.07
Month Total	166.19	-	819.26	34.39	-	60.43	Month Total	622.29	1,581.64	616.28	-	1,045.87	833.82
YTD Total	12,321.75	15,841.82	19,547.32	12,097.00	10,291.98	9,546.17	YTD Total	39,393.91	50,259.19	44,930.29	36,644.01	31,927.01	28,966.37
May	1,688.06	24.84	917.64	302.48	460.51	402.30	November	824.79	11.79	477.42	168.78	919.18	1,607.87
	684.84	1,473.73	898.99	630.75	1,692.90	1,275.28		846.24	774.48	1,807.29	1,869.63	818.70	1,716.84
	1,872.65	1,608.53	6,126.23	1,636.87	517.49	521.37		6,006.31	6,972.16	5,575.60	558.15	1,731.16	4,065.74
	5,396.51	6,315.56	1,529.61	4,688.75	5,320.14	3,739.00		669.41	858.90	1,922.44	634.79	4,311.42	827.46
	2,235.47	3,317.12	2,371.80	1,415.42	715.32	2,047.16		790.88	2,111.55	544.36	5,849.85		
				1,642.82	7.86	575.37		1,851.42	667.64	1,895.38	1,857.02		
						107.68					1,083.96		
											1,770.42		
Month Total	11,877.53	12,739.78	11,844.27	10,317.09	8,714.22	8,668.16	Month Total	10,989.05	11,396.52	12,222.49	13,792.60	7,780.46	8,217.91
YTD Total	24,199.28	28,581.60	31,391.59	22,414.09	19,006.20	18,214.33	YTD Total	50,382.96	61,655.71	57,152.78	50,436.61	39,707.47	37,184.28
June	679.53	799.16	590.01	141.38	536.24	558.68	December	1,056.47	2,802.74	485.35	71.87	1,677.02	13.76
	1,087.98	2,448.29	336.46	521.24	515.48			274.43		887.93	769.15	26.53	
		945.10		710.89						25.55	150.32	585.76	
Month Total	1,767.51	4,192.55	926.47	1,373.51	1,051.72	558.68	Month Total	1,330.90	2,802.74	1,398.83	991.34	2,289.31	13.76
YTD Total	25,966.79	32,774.15	32,318.06	23,787.60	20,057.92	18,773.01	Grand Total	51,713.86	64,458.45	58,551.61	51,427.95	41,996.78	37,198.04

HATFIELD BOROUGH
Berkheimer Comparative
2020-2025 Earned Income Tax

(Report as of 1/15/2026)

Month	2025	2024	2023	2022	2021	2020	Month	2025	2024	2023	2022	2021	2020
January	296.24	1,219.01	1,269.46	349.65	897.63	1,605.42	July	1,411.79	613.33	708.62	2,313.69	1,314.93	744.95
	1,266.04	694.79	1,246.16	874.13	1,174.92	868.35		739.03	1,070.80	1,023.96	1,298.39	3,976.44	1,223.01
	2,001.51	1,195.55	1,551.37	800.44	1,119.74	998.92		783.75	2,186.34	2,690.59	873.81	2,035.02	634.31
	940.71	2,284.30	1,912.97	1,248.17	516.76	2,805.81		3,348.26	1,147.91	1,244.54	1,769.36	1,205.94	2,200.77
	663.17	2,074.88	1,359.06	2,798.24	2,033.58	1,700.01		1,313.78	2,226.86	3,100.86	2,265.33		1,050.49
	1,177.49	1,130.07	2,748.75	1,308.02	637.60	1,175.67		1,887.36	1,461.86		2,145.23		1,067.68
	1,093.67	2,189.04	2,907.77	1,028.54		1,753.74		1,672.52					2,380.30
	2,498.44			3,445.15				2,360.19					2,707.21
	1,169.05			2,941.43				1,211.79					2,733.27
				1,295.00				2,724.23					620.75
													1,381.49
Month Total	11,106.32	10,787.64	12,995.54	16,088.77	6,380.23	10,907.92	Month Total	17,452.70	8,707.10	8,768.57	10,665.81	8,532.33	16,744.23
YTD Total	11,106.32	10,787.64	12,995.54	16,088.77	6,380.23	10,907.92	YTD Total	323,381.30	296,524.67	280,214.03	257,175.24	235,461.52	230,792.09
February	4,619.91	2,407.77	4,002.84	1,896.88	1,015.31	2,618.99	August	2,660.87	3,829.36	2,612.45	287.65	558.35	4,689.38
	4,005.19	3,730.10	745.39	3,389.65	1,404.67	1,154.47		1,765.49	816.98	2,966.19	4,102.97	1,052.73	3,713.54
	2,496.46	2,737.88	1,068.20	2,253.01	3,413.92	6,737.26		2,063.40	3,795.83	3,341.65	598.85	2,072.03	943.13
	5,342.16	1,501.01	2,322.17	7,894.07	6,497.09	2,195.49		2,295.46	6,251.92	2,938.53	1,579.27	3,129.20	2,366.86
	6,548.41	3,901.93	2,136.35	3,450.18	2,685.50	1,739.30		2,604.64	8,025.66	12,092.09	796.15	3,391.96	3,342.63
	3,622.47	5,642.56	1,096.05	7,284.23	5,027.63	6,758.94		3,382.37	4,339.03	4,454.86	2,858.40	974.10	4,374.60
	10,353.79	5,514.66	6,451.52	6,401.96	12,077.62	5,019.71		5,375.62	2,792.48	3,949.49	2,999.52	3,656.99	4,402.94
	4,070.41	3,930.82	3,084.17	3,938.27	7,563.81	8,048.59		10,295.16	3,471.68	5,282.08	3,872.55	9,490.48	9,414.71
	3,383.23	6,012.74	2,957.36	9,162.41	12,150.83	5,962.24		5,874.30	3,390.52	4,640.61	2,002.72	4,257.91	6,009.96
	3,005.40	13,136.20	3,474.97	5,285.32	6,064.53	626.35		3,016.66	6,633.63	3,399.11	10,922.42	2,301.14	3,748.13
	6,547.53	5,077.55	6,582.47	2,990.39	4,692.13	3,399.64		13,960.49	3,120.92	3,342.39	3,133.12	3,039.24	4,924.28
	9,750.98	4,732.14	8,598.03	1,792.57	3,249.18	2,867.27		8,951.82	8,384.34	11,590.93	2,890.37	9,084.47	5,107.35
	4,213.67	3,829.76	3,307.50	6,598.77	3,987.61	6,582.96		9,552.47	9,133.52	3,208.11	3,089.07	6,918.54	6,633.39
	3,405.59	7,576.67	4,743.36	6,810.35	8,765.07	5,083.15		6,812.72	7,359.15	3,820.24	3,645.45	6,723.87	6,603.46
	12,458.33	9,851.55	2,607.12	2,690.03	2,068.74	12,700.19		3,583.75	9,538.05	4,954.41	7,891.69	5,651.24	8,446.28
	6,427.66	3,182.40		8,666.29	2,455.14	4,639.66		4,998.82	12,069.04	3,575.43	3,646.00	2,964.63	2,726.28
	7,514.74	3,160.72						4,446.05	189.48	1,794.04	12,713.22	10,120.00	
	3,508.44	2,480.11						6,821.80		9,990.64	3,842.87		
		902.91						2,171.56			3,930.48		
		10,507.77						666.36					
		1,427.76											
Month Total	101,274.37	101,245.01	53,177.50	80,504.38	83,118.78	76,134.21	Month Total	101,299.81	93,141.59	87,953.25	74,802.77	75,386.88	77,446.92
YTD Total	112,380.69	112,032.65	66,173.04	96,593.15	89,499.01	87,042.13	YTD Total	424,681.11	389,666.26	368,167.28	331,978.01	310,848.40	308,239.01
March	1,257.61	783.83	3,697.59	248.37	1,405.81	495.61	September	2,584.00	603.16	722.77	6,748.05	985.69	772.18
	698.14	3,009.96	14,873.64	657.58	2,778.22	712.45		616.31	652.51	1,185.50	5,660.63	5,439.47	5,186.01
	569.79	2,433.39	10,297.61	1,626.56	6,670.97	4,732.80		3,435.02	1,495.23	1,689.50	1,046.01	4,890.58	4,827.34
	3,494.33	2,436.95	7,124.89	641.62	2,530.21	4,074.50		2,464.57	1,485.68	584.15	3,657.63	2,727.80	2,168.47
	1,349.63	1,239.03	514.00	3,875.06	786.63	2,324.82		5,122.59	4,953.89	3,960.44	3,472.75		712.23
	5,270.06	6,560.01	2,603.71	2,934.35	1,241.80	1,067.87		5,254.23	3,384.45	5,443.79	2,238.47		2,332.14
	3,945.94	1,005.28	6,202.80	3,259.45	3,221.94	2,413.31		838.89	8,204.41	8,083.38	1,715.33		
	3,781.01	1,182.47	2,451.97	2,226.26	1,440.49	1,989.90		1,371.81	1,434.53	957.58	2,027.57		
	2,293.47	1,454.31	5,990.71	1,842.27	684.16	788.00		1,343.62		522.81	2,956.02		
	1,794.36	665.28	2,962.04	1,958.44	969.07	2,306.85					1,953.55		
			3,277.81										
			1,399.37										
Month Total	24,454.34	20,770.51	61,396.14	19,269.96	21,729.30	20,906.11	Month Total	23,031.04	22,213.86	23,149.92	31,476.01	14,043.54	15,998.37
YTD Total	136,835.03	132,803.16	127,569.18	115,863.11	111,228.31	107,948.24	YTD Total	447,712.15	411,880.12	391,317.20	363,454.02	324,891.94	324,237.38

HATFIELD BOROUGH
Berkheimer Comparative
2020-2025 Earned Income Tax

(Report as of 1/15/2026)

Month	2025	2024	2023	2022	2021	2020	Month	2025	2024	2023	2022	2021	2020
April	1,112.69	1,013.09	509.44	1,870.53	536.24	1,027.46	October	2,070.09	173.87	279.08	1,019.45	2,377.93	609.87
	3,045.67	2,710.09	1,322.59	313.47	806.74	723.41		666.76	1,411.08	558.53	624.14	538.51	1,738.74
	1,588.85	693.43	2,000.12	568.00	1,055.19	740.23		566.54	1,091.80	967.51	1,451.03	713.11	759.95
	2,298.06	842.73	1,714.05	1,210.64	1,634.74	2,858.30		2,252.14	2,010.96	1,063.05	1,269.68	1,485.07	2,555.52
	5,970.32	1,677.65	2,171.11	1,382.41	2,774.38	1,355.13		3,341.70	1,960.42	2,526.88	1,238.73	1,613.33	1,133.62
	3,105.53	1,585.29	3,157.99	2,075.59	2,051.28	4,655.27		2,443.35	1,292.74	1,204.12	1,850.91	1,191.30	
	3,756.41	2,450.28	923.82	2,151.54	868.91				945.88	2,341.60	1,111.31	2,265.95	
	5,832.77	3,324.64	5,228.72	2,851.71	1,148.07				4,497.46	1,536.04		2,332.25	
	554.15	2,531.34		2,427.63					3,366.50	2,452.17		3,735.80	
	2,753.56	933.20		2,194.57									
		3,389.57											
		983.15											
Month Total	30,018.01	22,134.46	17,027.84	17,046.09	10,875.55	11,359.80	Month Total	11,340.58	16,750.71	12,928.98	8,565.25	16,253.25	6,797.70
YTD Total	166,853.04	154,937.62	144,597.02	132,909.20	122,103.86	119,308.04	YTD Total	459,052.73	428,630.83	404,246.18	372,019.27	341,145.19	331,035.08
May	6,543.70	8,781.46	4,628.44	4,459.17	1,188.18	1,911.19	November	808.04	1,265.21	1,121.31	2,783.30	1,336.32	2,777.41
	2,406.71	667.83	4,483.43	1,765.84	3,580.10	2,579.52		3,772.99	2,065.46	3,727.85	2,389.34	2,617.40	1,732.81
	1,019.18	4,664.90	2,466.54	1,748.54	2,678.53	2,859.13		6,680.90	3,804.48	1,395.32	2,560.64	2,526.80	874.72
	8,252.40	4,572.56	1,140.31	2,575.59	4,367.02	2,845.53		3,444.88	2,439.53	3,142.46	2,071.58	2,168.99	4,203.85
	4,298.81	6,751.46	3,207.24	5,949.59	2,494.40	5,645.72		4,187.91	2,061.27	6,252.60	2,420.45	3,060.98	6,702.32
	794.25	6,557.56	4,531.82	6,157.15	6,748.51	18,479.47		13,020.86	3,796.67	676.04	6,962.82	2,349.77	7,316.81
	2,753.66	12,616.10	3,725.51	2,148.79	6,484.23	7,738.65		3,676.35	4,659.90	2,480.23	2,738.99	4,210.67	4,442.98
	15,074.86	4,175.13	2,092.75	7,045.81	5,750.03	3,788.42		4,266.10	16,609.47	2,017.77	4,376.47	5,545.46	10,961.95
	3,991.03	3,029.58	2,075.65	3,065.62	4,046.08	2,642.49		3,970.29	7,610.48	4,961.84	3,997.12	3,304.73	4,260.51
	5,354.91	12,617.25	2,928.69	5,923.99	5,506.50	8,941.10		5,042.50	4,180.11	11,981.60	6,450.32	15,209.01	9,768.05
	3,137.09	3,997.18	21,852.25	18,540.07	3,706.88	7,561.21		11,212.29	11,211.08	6,093.69	3,281.06	8,007.43	4,132.62
	4,592.41	2,279.73	6,033.62	6,503.78	3,567.78	2,400.69		8,923.89	4,241.22	2,667.81	4,063.54	2,132.28	2,736.33
	5,103.50	3,559.19	4,481.61	6,660.43	2,235.76	5,726.76		6,639.31	7,640.06	5,827.73	6,912.04	7,163.09	2,172.42
	3,554.31	3,340.52	3,541.50	1,471.61	7,804.52			6,400.08	6,604.54	5,193.78	3,977.28	3,819.24	7,410.22
	8,396.06	6,954.72	5,035.92	7,016.30	4,180.55				6,166.08	10,900.16	1,736.51	3,303.78	5,745.19
	5,634.66	6,477.79	7,383.56	3,351.15	2,707.44				5,185.71	1,965.90	2,920.31	6,288.34	
	24,826.02	5,987.14	2,876.43	3,067.50	1,524.99				1,811.43	2,646.46			
	8,779.90	5,293.94	5,586.13	5,787.70	13,490.65					11,641.83			
		5,872.61	6,421.33		2,709.41					4,646.87			
		1,310.44	6,856.58										
Month Total	114,513.46	109,507.09	101,349.31	93,238.63	84,771.56	73,119.88	Month Total	82,046.39	91,352.70	89,341.25	59,641.77	73,044.29	75,238.19
YTD Total	281,366.50	264,444.71	245,946.33	226,147.83	206,875.42	192,427.92	YTD Total	541,099.12	519,983.53	493,587.43	431,661.04	414,189.48	406,273.27
June	1,733.71	854.63	2,460.29	749.82	1,854.95	3,220.50	December	5,225.10	638.84	112.68	4,535.30	1,050.17	410.13
	834.83	557.79	1,446.48	1,451.89	719.21	577.58		8,867.37	2,112.36	703.08	3,659.25	1,162.50	1,005.12
	3,529.07	1,422.85	761.57	821.85	938.37	590.96		1,246.15	1,632.63	3,765.87	6,066.51	623.74	2,575.16
	4,655.85	2,155.89	1,688.05	779.03	6,367.26	3,746.29		989.97	6,338.10	6,484.80	3,291.29	549.87	6,791.38
	3,708.27	2,540.78	3,921.83	922.16	4,549.27	4,143.04		2,185.08	9,357.79	3,877.47	10,873.28	6,957.47	4,079.92
	3,749.27	1,318.03	13,916.30	3,719.00	3,905.34	3,179.13		13,177.91	1,877.24	1,808.60	3,202.02	4,385.64	3,129.30
	1,814.22	4,694.88	1,304.61	2,593.17	1,122.69	2,157.65		4,363.58	579.70	1,813.25	7,231.21	1,974.99	1,123.08
	2,233.86	3,639.27		3,000.31	596.68	3,345.94		740.33		287.77	827.51	1,126.54	
	2,056.14	5,003.61		3,194.42		658.85					3,312.80		
	246.88	1,185.13		3,129.95							2,178.68		
											5,890.55		
											5,138.18		
											3,132.98		
											510.41		
											286.32		
Month Total	24,562.10	23,372.86	25,499.13	20,361.60	20,053.77	21,619.94	Month Total	36,795.49	22,536.66	18,853.52	60,136.29	17,830.92	19,114.09
YTD Total	305,928.60	287,817.57	271,445.46	246,509.43	226,929.19	214,047.86	Grand Total	577,894.61	542,520.19	512,440.95	491,797.33	432,020.40	425,387.36

7. REPORTS AND CORRESPONDENCE:

Monthly YTD Report

Combination of Funds 2025
YTD as of NOVEMBER 30, 2025

	Revenues	Expenses	Budgeted			
			Revenues	% Revenues Received	Expenses	% Expenses Used
January	\$638,942.30	\$621,566.50	\$11,220,319.97	5.69%	\$11,070,721.93	5.61%
February	626,791.92	655,885.74	\$11,220,319.97	5.59%	\$11,070,721.93	5.92%
March	848,253.11	709,471.41	\$11,220,319.97	7.56%	\$11,070,721.93	6.41%
April	969,872.42	433,103.43	\$11,220,319.97	8.64%	\$11,070,721.93	3.91%
May	1,355,895.89	1,049,497.14	\$11,220,319.97	12.08%	\$11,070,721.93	9.48%
June	1,187,613.88	678,129.44	\$11,220,319.97	10.58%	\$11,070,721.93	6.13%
July	559,464.00	994,440.23	\$11,220,319.97	4.99%	\$11,070,721.93	8.98%
August	804,685.01	1,073,041.20	\$11,220,319.97	7.17%	\$11,070,721.93	9.69%
September	1,236,151.37	475,378.39	\$11,220,320.97	11.02%	\$11,070,722.93	4.29%
October	1,273,281.45	841,511.48	\$11,220,321.97	11.35%	\$11,070,723.93	7.60%
November	395,860.85	673,156.71	\$11,220,322.97	3.53%	\$11,070,724.93	6.08%
December						
Total	\$9,896,812.20	\$8,205,181.67		88.20%		74.12%

7. REPORTS AND CORRESPONDENCE:

**Monthly Zoning Hearing
Board Applications**

7. REPORTS AND CORRESPONDENCE:

Hatfield 250 Committee Report

7. REPORTS AND CORRESPONDENCE:

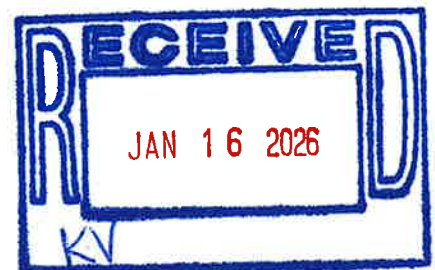
Police Department Report



January 2026

Borough Council Police Monthly Report

2025 Recap

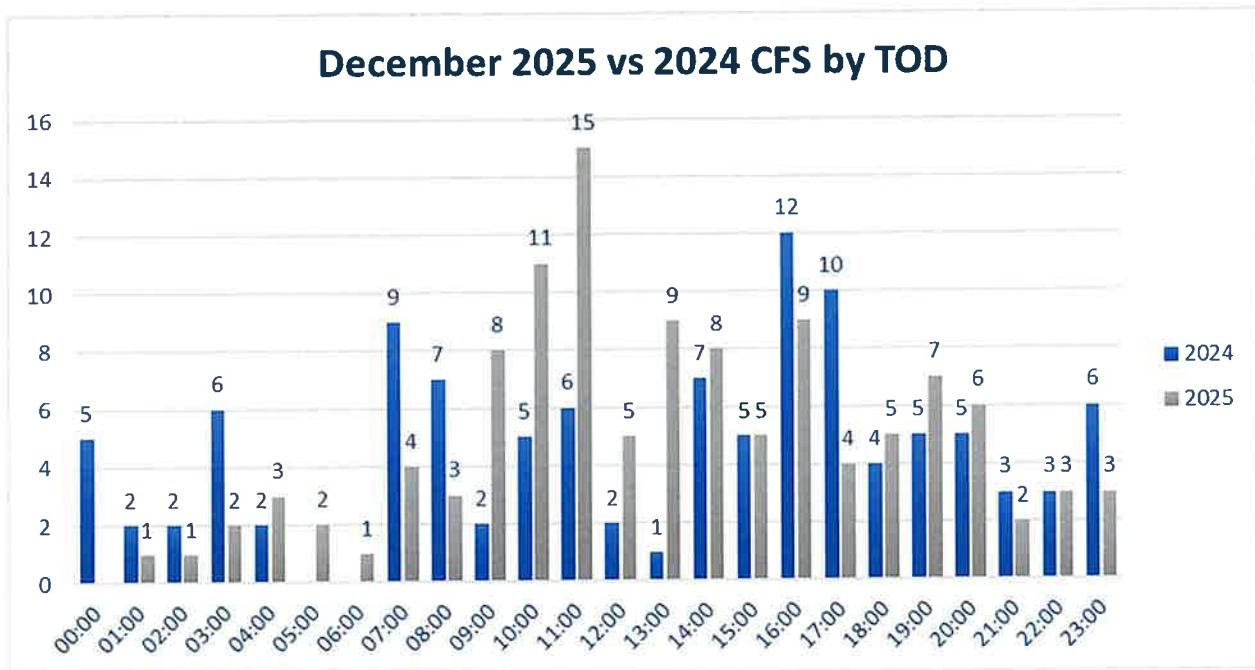
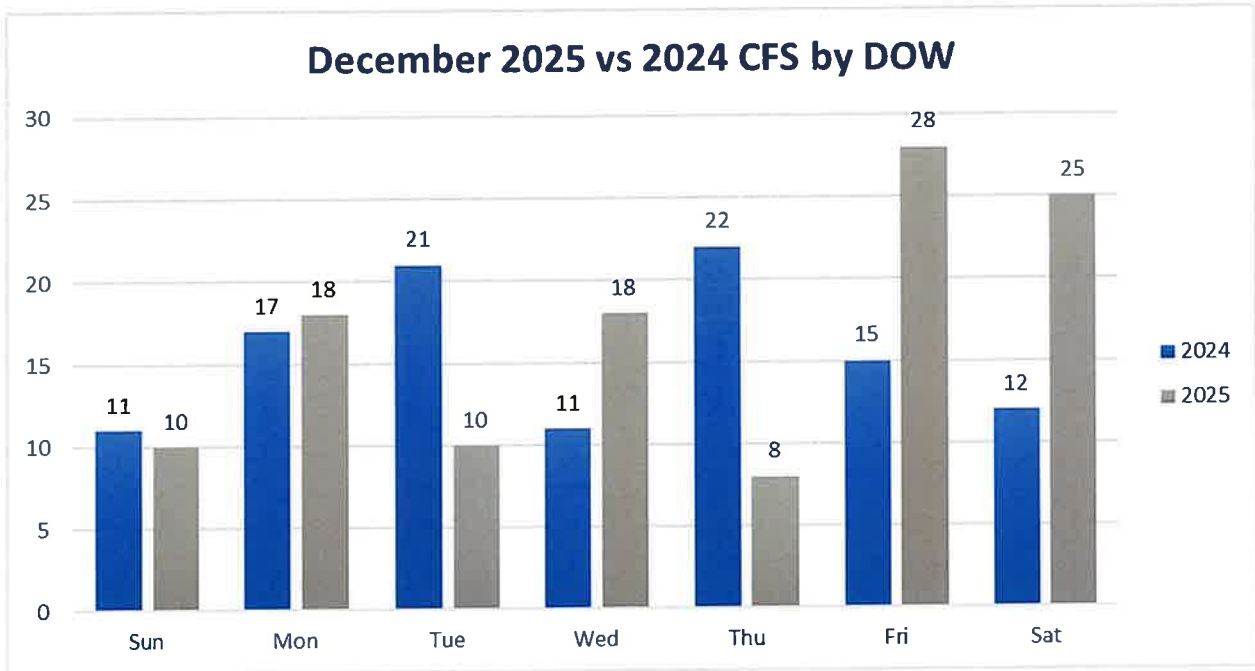


December 2025 vs 2024 Calls for Service

Dec 2025 vs 2024 CFS			
CFS Event Type	2025	2024	% Chg
911 HANG UP / CHK WELFARE	1	2	-50%
ABANDONED IMPOUND/TOWAWAY	3	0	N/A
ALARM BURGLARY OR HOLDUP NON RESIDENCE	3	2	50%
ALARMS (FIRE ALARMS)	1	1	0%
ANIMAL COMPLAINTS ALL	0	1	-100%
ASSIST CITIZEN	24	5	380%
ASSISTING-FIRE DEPT	0	3	-100%
ASSISTING-OTHER AGENCIES	1	1	0%
BACKGROUND CHECK	0	3	-100%
CALL BY PHONE	1	5	-80%
CHILD LINE / CYS	0	1	-100%
DISABLED MV	1	0	N/A
DISTURBANCE	0	4	-100%
DOWN-WIRES / POLES /TREES / LIMBS	5	1	400%
FAMILY OFFENSES - DOMESTIC	2	0	N/A
FOLLOW UP	22	6	267%
FOOT PATROL	0	2	-100%
FOUND ARTICLES	0	1	-100%
FRAUD ALL OTHERS	2	0	N/A
FUMES - ODOR UNKNOWN / STRANGE INSIDE BLD	1	0	N/A
JUVENILE MATTER (NON CRIMINAL ONLY)	1	1	0%
LOST / FOUND / STRAY ANIMALS	0	1	-100%
MEDICAL ASSISTANCE	22	23	-4%
MOTORIST ASSIST	1	0	N/A
MUN ORD VIOLATIONS	1	1	0%
OTH PUB SERV/WELFARE CHK	3	3	0%
PARKING ENFORCEMENT	5	11	-55%
PARKING VIOLATION COMPLAINT	2	4	-50%
PFA INFORMATION	0	1	-100%
POLICE INFORMATION	0	6	-100%
SIGNALS SIGNS OUT	1	2	-50%
SIMPLE ASSAULT	1	0	N/A
SPECIAL DETAIL ASSIGNMENT	0	1	-100%
STREET LIGHTS-OUT/REPAIRS	0	2	-100%
SURRENDER OF PROPERTY (NOT RECOVERY)	0	1	-100%
SUSPICIOUS ACTIVITY	2	4	-50%

SUSPICIOUS AUTO	1	2	-50%
SUSPICIOUS PERSON	0	1	-100%
THEFT FROM VEHICLE (INSIDE)	5	0	N/A
THEFT OF BICYCLE	0	1	-100%
TRAFFIC HAZARD	1	2	-50%
TRAFFIC MV COMPLAINT	2	2	0%
TRAFFIC OFFENSE ALL OTHER	2	0	N/A
UNATTENDED DEATHS	0	1	-100%
WARRANTS-OTHER AGENCIES	0	1	-100%
Grand Total	117	109	7%

December 2025 CFS by Day of Week & Time of Day



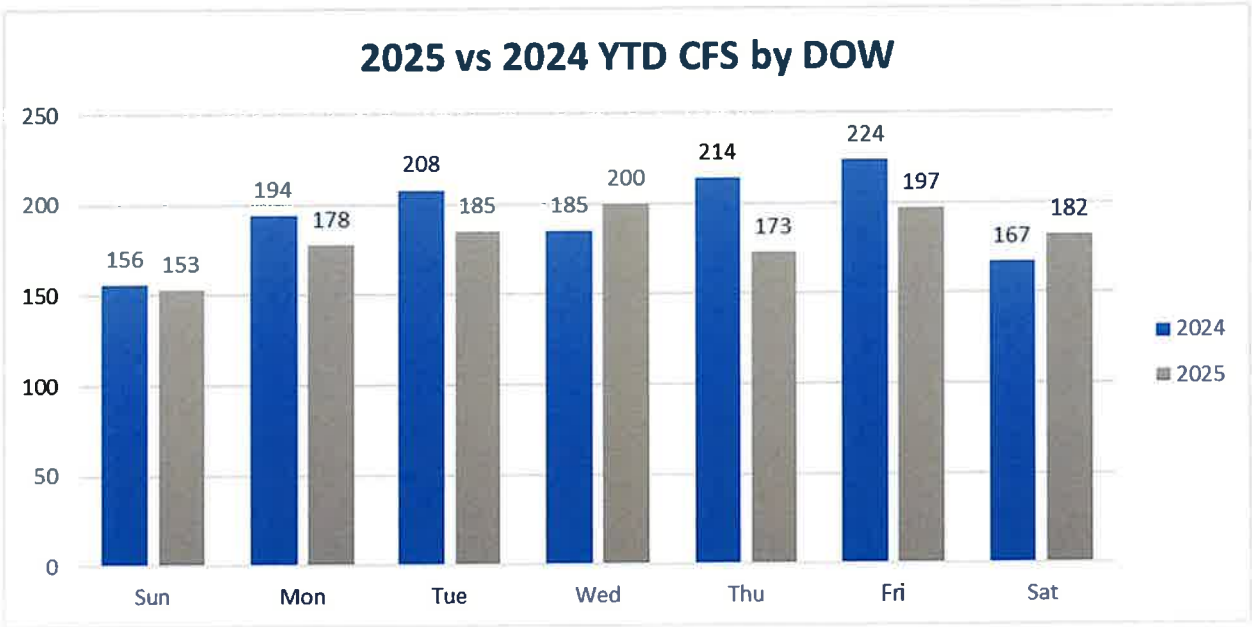
2025 vs 2024 Calls for Service

2025 vs. 2024 YTD CFS			
CFS by Event Type	2025	2024	% Chg
911 HANG UP / CHK WELFARE	23	11	109%
ABANDONED IMPOUND/TOWAWAY	22	15	47%
ADMINISTRATIVE DUTIES	17	11	55%
AGGRAVATED ASSAULT /OTHER	0	1	-100%
AGGRAVATED ASSAULT/GUN	1	0	N/A
AGGRAVATED ASSAULT/HANDS AND FEET	0	1	-100%
AGGRAVATED ASSAULT/KNIFE	0	1	-100%
ALARM - CARBON MONOXIDE ALARM	4	1	300%
ALARM BURGLARY OR HOLD UP RESIDENCE	13	5	160%
ALARM BURGLARY OR HOLDUP NON RESIDENCE	25	20	25%
ALARMS (FIRE ALARMS)	18	9	100%
ANIMAL BITES	1	3	-67%
ANIMAL COMPLAINTS ALL	14	24	-42%
ASSIST CITIZEN	102	90	13%
ASSISTING OTHER OFFICER	0	1	-100%
ASSISTING-FIRE DEPT	12	14	-14%
ASSISTING-OTHER AGENCIES	7	5	40%
ASSISTING-OTHER POLICE DP	11	11	0%
ATTEMPTED SUICIDES	0	1	-100%
BACKGROUND CHECK	4	10	-60%
BARKING DOG/ANIMAL NOISE	3	1	200%
BLACKMAIL/EXTORTION	2	0	N/A
BURGLARY	1	3	-67%
CALL BY PHONE	18	56	-68%
CHILD CUSTODY EXCHANGE	0	2	-100%
CHILD LINE / CYS	5	7	-29%
CIVIL MATTER	13	11	18%
COMMUNITY POLICING	1	2	-50%
COMMUNITY RELATIONS ACTIVITY	1	1	0%
COURT	1	0	N/A
CRIMINAL MISCHIEF ALL	4	7	-43%
DISABLED MV	8	13	-38%
DISORDERLY CONDUCT / HARASSMENT	1	0	N/A
DISPUTE	1	0	N/A
DISTURBANCE	28	28	0%
DOWN-WIRES / POLES /TREES / LIMBS	9	2	350%
DRUG PARAPHERNALIA	0	1	-100%

DRUG POSSESSION OFFENSE	1	3	-67%
DUI-ALCOHOL/UNDER INFL	1	2	-50%
EMOTIONALLY DISTURBED PERSON (EDP)	8	12	-33%
ENDANGER WELFARE/INCOMPETENT	0	1	-100%
FAMILY OFF-CHILD ABUSE	0	1	-100%
FAMILY OFFENSES - DOMESTIC	26	26	0%
FIELD CONTACT INFORMATION	1	1	0%
FIRES (ALL WORKING FIRES)	0	1	-100%
FIREWORKS	3	6	-50%
FOIA/RIGHT TO KNOW REQUEST	5	2	150%
FOLLOW UP	118	93	27%
FOOT PATROL	5	2	150%
FOUND ARTICLES	4	10	-60%
FRAUD ALL OTHERS	9	3	200%
FUMES - ODOR UNKNOWN / STRANGE INSIDE BLD	2	2	0%
FUMES - ODOR UNKNOWN / STRANGE OUTSIDE BLD	1	3	-67%
HARASSMENT	3	4	-25%
HAZMAT SPILL / INCIDENT	1	0	N/A
IN SERVICE TRAINING	0	1	-100%
JUVENILE MATTER (NON CRIMINAL ONLY)	9	8	13%
LOCK OUT	5	5	0%
LOST / FOUND / STRAY ANIMALS	17	15	13%
LOST ARTICLES	7	3	133%
MEDICAL ASSISTANCE	212	182	16%
MISSING PERSON	3	3	0%
MOTOR VEHICLE THEFT	1	0	N/A
MOTORIST ASSIST	3	4	-25%
MUN ORD VIOLATIONS	9	15	-40%
NOISE COMPLAINT	12	13	-8%
OPEN DOORS/WINDOWS GENERAL POLICE	6	3	100%
OTH PUB SERV/WELFARE CHK	46	57	-19%
OTHER CRIMINAL INVESTIGATION	1	0	N/A
OVERDOSE	3	2	50%
PARKING ENFORCEMENT	53	108	-51%
PARKING VIOLATION COMPLAINT	37	49	-24%
PFA INFORMATION	6	8	-25%
PFA/ICC VIOLATION	0	2	-100%
POLICE INFORMATION	62	75	-17%
PROJECT SAFE RETURN	1	0	N/A
PROPERTY DAMAGE REPORT	7	6	17%
PUBLIC INTOXICATION / DRUNKENESS	3	4	-25%

RECOVER STOLEN PROPERTY NOT FOR LOCAL THEFTS	1	1	0%
REPOSSESSION	7	9	-22%
RETURN TO STATION	2	0	N/A
SEX OFFENDER REGISTRATION	1	1	0%
SEX OFFENSE ALL OTHERS	4	1	300%
SHOTS FIRED - REPORTS	2	0	N/A
SIGNALS SIGNS OUT	11	17	-35%
SIMPLE ASSAULT	4	1	300%
SPECIAL DETAIL ASSIGNMENT	3	4	-25%
STREET LIGHTS-OUT/REPAIRS	12	15	-20%
SUICIDES	0	2	-100%
SURRENDER OF PROPERTY (NOT RECOVERY)	0	2	-100%
SUSPICIOUS ACTIVITY	42	62	-32%
SUSPICIOUS ACTIVITY CDS RELATED	0	3	-100%
SUSPICIOUS AUTO	18	20	-10%
SUSPICIOUS PERSON	7	9	-22%
THEFT	1	4	-75%
THEFT ALL OTHERS	3	1	200%
THEFT FROM BUILDING	0	1	-100%
THEFT FROM VEHICLE (INSIDE)	5	1	400%
THEFT OF BICYCLE	0	5	-100%
THEFT SHOPLIFTING	0	2	-100%
THREATS	1	0	N/A
TRAFFIC HAZARD	17	14	21%
TRAFFIC MV COMPLAINT	23	30	-23%
TRAFFIC OFFENSE ALL OTHER	17	7	143%
TRAFFIC STUDY	0	12	-100%
TRAINING	2	4	-50%
TRESPASSING	0	2	-100%
UNATTENDED DEATHS	5	3	67%
VEHICLE MAINTENANCE	5	2	150%
WARRANT ATTEMPT TO SERVE	7	4	75%
WARRANTS-LOCAL	1	0	N/A
WARRANTS-OTHER AGENCIES	5	6	-17%
WEAPONS OFFENSE	1	0	N/A
Grand Total	1268	1348	-6%

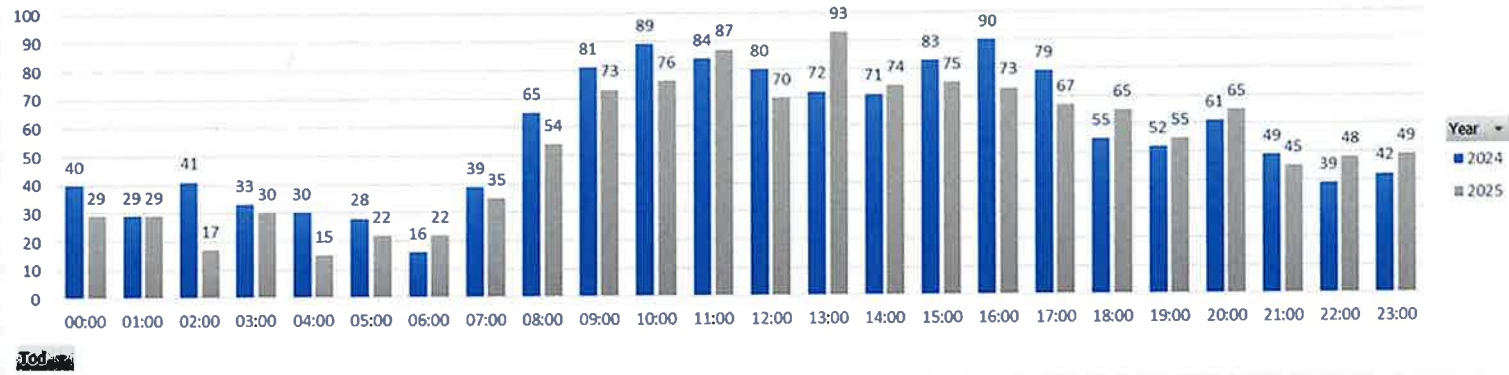
2025 vs 2024 CFS by Day of Week & Time of Day



Agency Incident / Actual CFS Type

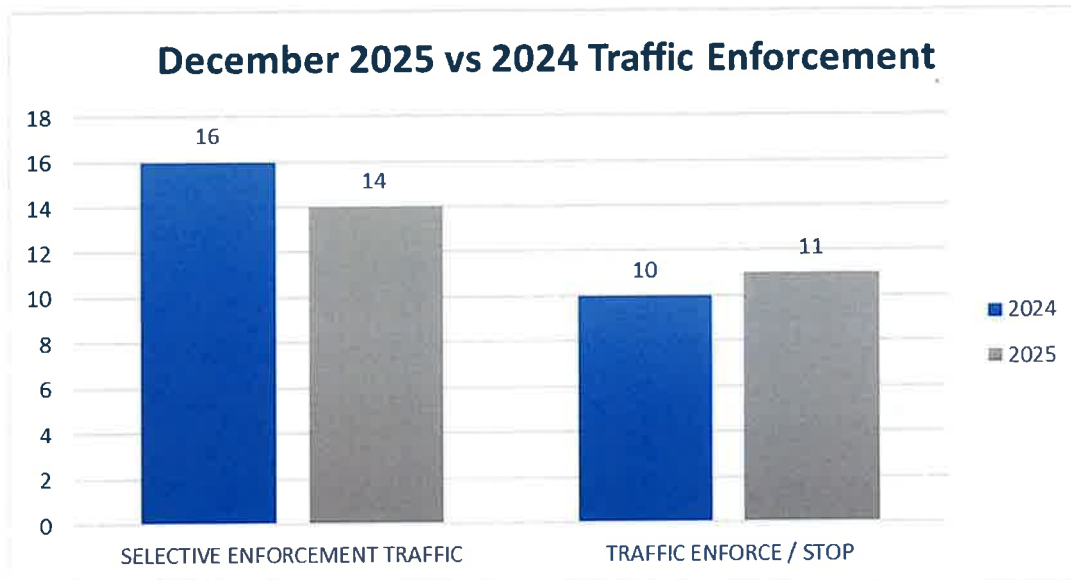
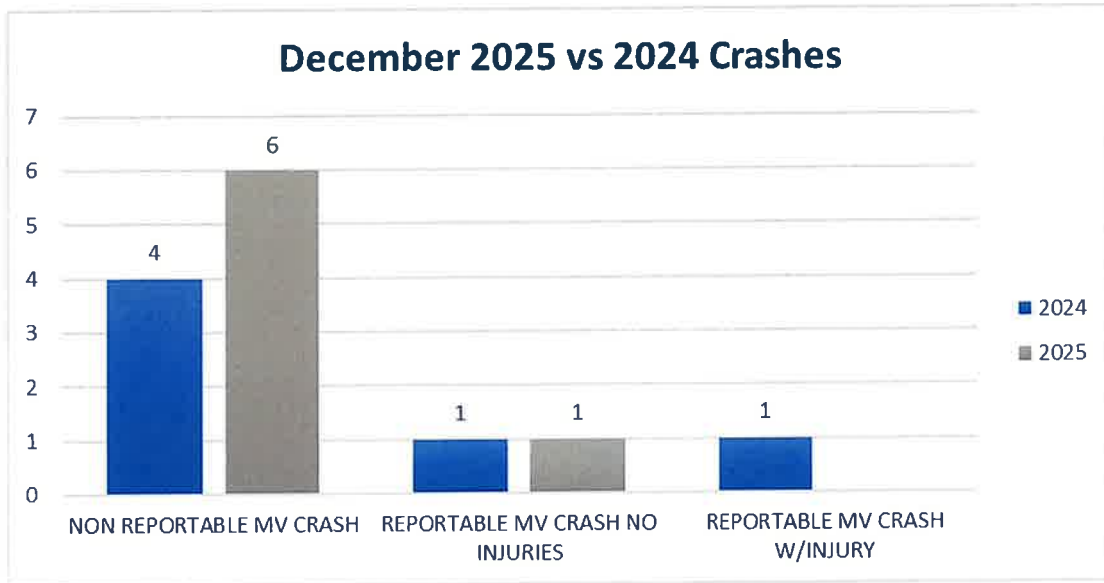
Count of Report Date / Time

2025 vs 2024 YTD CFS by DOW



December 2025 vs 2024 Crashes & Traffic Enforcement

The Hatfield Police Department had an overall 17% increase in vehicle crashes, that occurred in the Borough for December 2025 (7) vs 2024 (6). A total of (14) selective enforcement details and (11) traffic stops were conducted in December 2025.

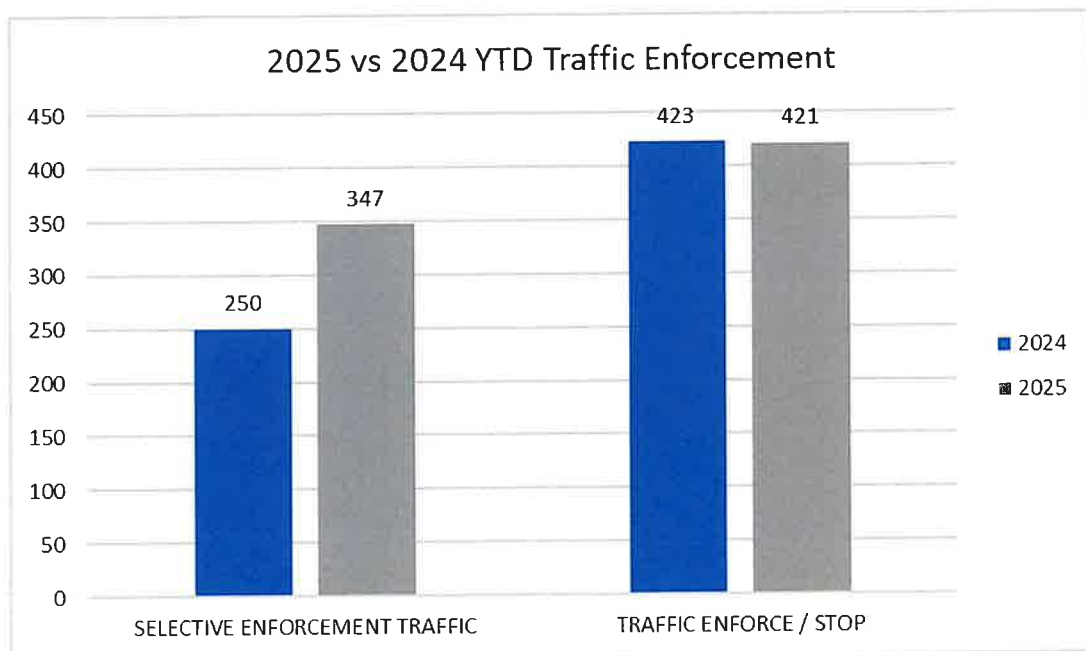
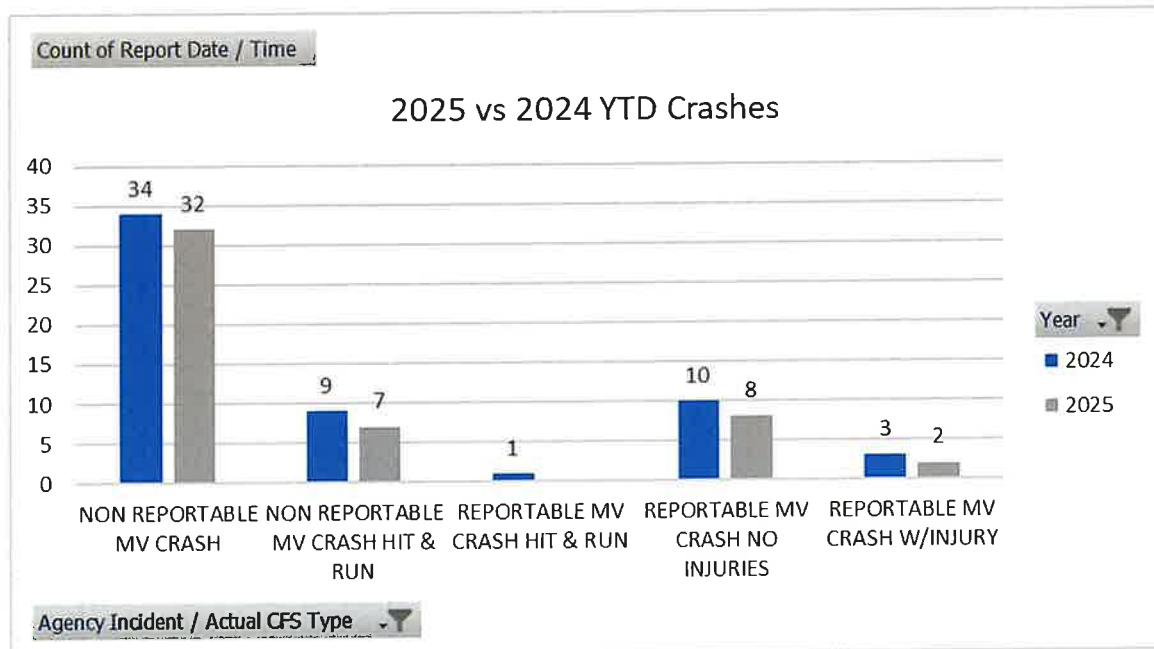


December 2025 Traffic Enforcement Pin Map



2025 vs 2024 Crashes & Traffic Enforcement

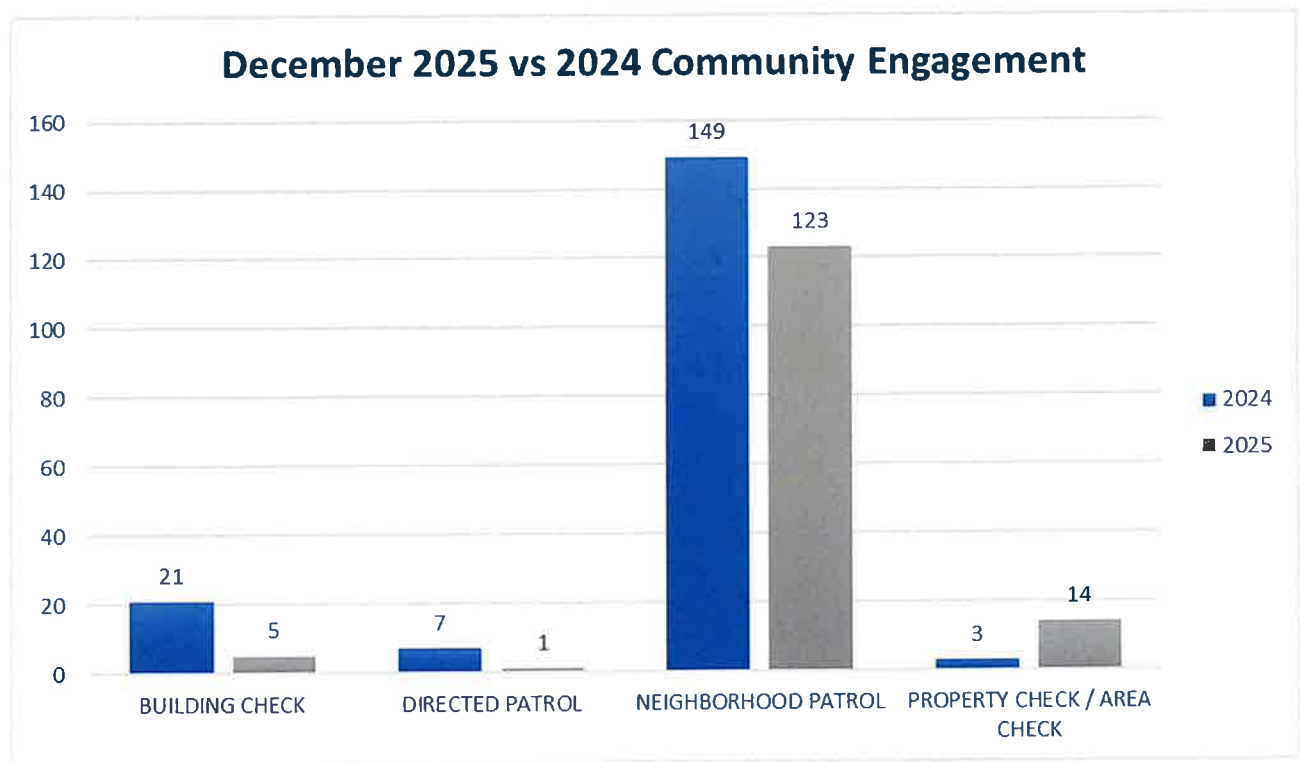
The Hatfield Police Department had an overall 14% decrease in vehicle crashes, that occurred in the Borough for 2025 (49) vs 2024 (57). A total of (347) selective enforcement details and (421) traffic stops were conducted in 2025.



December 2025 vs 2024 Community Engagement

The Hatfield Police Department had a 21% decrease in community engagement activities for the month of December 2025 (143) compared to December 2024 (180).

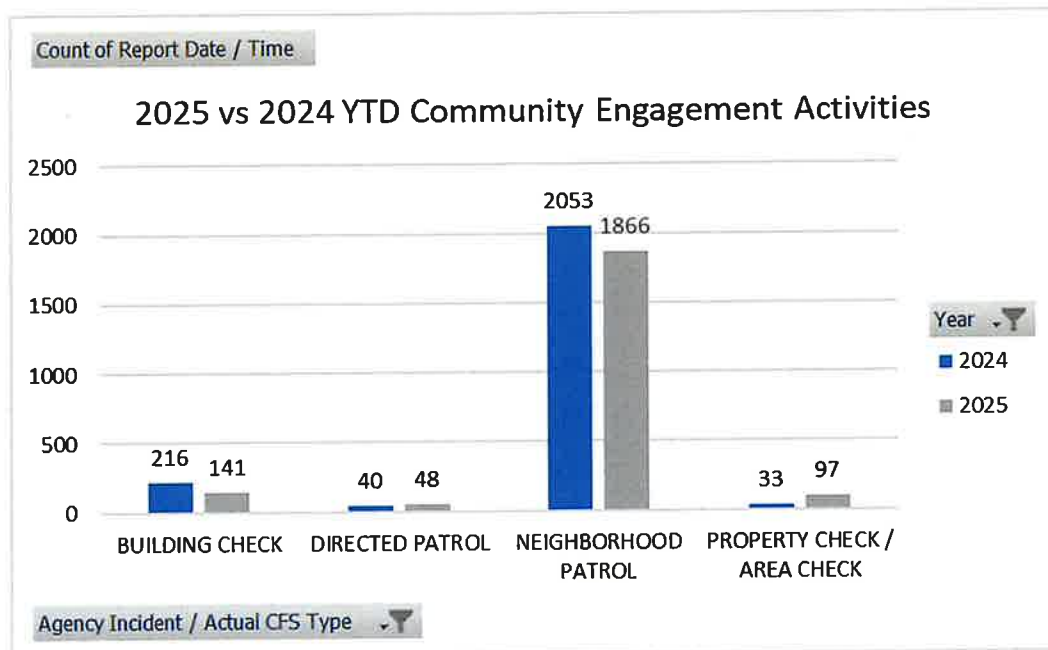
Community Engagment Activity	2025	2024
BUILDING CHECK	5	21
DIRECTED PATROL	1	7
NEIGHBORHOOD PATROL	123	149
PROPERTY CHECK / AREA CHECK	14	3
Grand Total	143	180



2025 vs 2024 Community Engagement

The Hatfield Police Department had a 8% decrease in community engagement activities for 2025 (2,152) compared to 2024 (2,342).

Community Engagement Activity	2025	2024
BUILDING CHECK	141	216
DIRECTED PATROL	48	40
NEIGHBORHOOD PATROL	1866	2053
PROPERTY CHECK / AREA CHECK	97	33
Grand Total	2152	2342



7. REPORTS AND CORRESPONDENCE:

Fire Department Report

HATFIELD VOLUNTEER FIRE CO.

PERFORMANCE REPORT - Full Year 2025

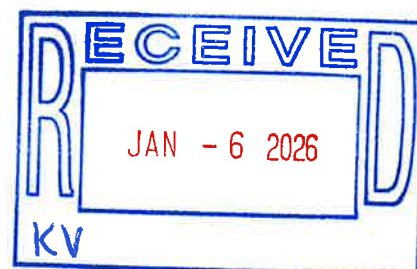
- responded to 491 emergency incidents
- 1st truck first due area incidents numbered 271 (borough 48, township 223) with 88% less than 9 minutes from dispatch to arrival (goal is 90%)
- average number of firefighters on the 1st truck for first due area incidents was 4.4 (goal 4)
- 24 major incidents in first due area: 1st truck dispatch to arrival 88% less than 9 minutes and an average of 12.4 firefighters per call
- 62 calls to assist Colmar, 68 to assist Towamencin
- 9 firefighters responded to more than 200 incidents

<u>Key Performance Metrics</u>	<u>goal</u>	<u>2025</u>
1st truck first due incidents		
< 9 minutes dispatch to arrival	90%	88%
no response when terminated > 9 min	0%	0%
average firefighters 1st truck	4	4.4
average dispatch to enroute time	4 min	4.3 min

	<u>calls</u>	<u>average firefighters</u>	<u>fire call hours</u>	<u>training hours</u>	<u>other hours*</u>
2025	491	10.2	2,660	1,949	310
plus^	29				
Total calls :	520		Total days of service =		615

^officer investigations

* duty crews, meetings & investigations



RESPONSE MUNICIPALITY

	<u>2025</u>
Hatfield Borough	48
First Due Hatfield Twp	223
Colmar Hatfield Twp	62
Hilltown	8
Lansdale	28
Lower Salford	19
Montgomery	5
Souderton/Franconia	19
Towamencin	68
<u>others</u>	<u>11</u>
	491

INCIDENT TYPES

	<u>2025</u>
building fire	4
vehicle rescue	2
other minor fires	18
misc. - smoke, electrical,	85
minor haz mat	
medical assist	43
assist other fire companies	220
<u>fire alarms</u>	<u>119</u>
	491

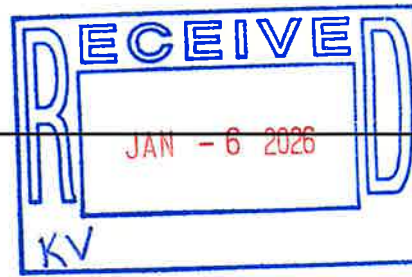
[illegible]

<u>Dispatch Date/Time</u>	<u>Incident</u>	<u>Canceled</u>	<u>Dispatch to Enroute (seconds)</u>	<u>Dispatch to Enroute (minutes)</u>	<u>Dispatch to Scene</u>	<u>Fire- fighters</u>	<u>Box</u>	<u>Notes</u>
10/17/2025 7:07	405		225	3.75	0:05:39	5	5511	
10/17/2025 14:42	406		325	5.42	0:06:25	4	5701	
10/20/2025 20:36	410		282	4.70	0:08:03	5	5530	
10/21/2025 11:41	411	11:48:00	177	2.95		4	5543	
10/21/2025 15:29	412		305	5.08	0:08:29	5	5523	
10/22/2025 9:31	413		262	4.37	0:06:57	4	5543	
10/24/2025 10:12	416		284	4.73	0:05:49	4	5511	
10/26/2025 13:31	418		298	4.97	0:07:37	4	5522	
10/29/2025 18:55	421		245	4.08	0:05:56	4	5522	
11/1/2025 3:00	423		360	6.00	0:08:14	3	5521	
11/2/2025 10:41	424		341	5.68	0:05:43	5	5521	
11/3/2025 15:02	425		290	4.83	0:06:36	4	5522	
11/4/2025 13:35	428		93	1.55	0:05:31	4	5543	
11/5/2025 13:14	429		217	3.62	0:06:19	4	5543	
11/5/2025 18:33	430		285	4.75	0:06:41	4	5701	
11/6/2025 11:37	431		142	2.37	0:03:59	4	5521	
11/8/2025 10:01	433	10:09:11	293	4.88		4	5521	
11/8/2025 14:38	434		380	6.33	0:08:01	6	5512	
11/8/2025 16:34	435		249	4.15	0:07:23	2	5545	
11/11/2025 23:03	438	23:11:00	360	6.00		4	5543	
11/12/2025 11:24	439		356	5.93	0:06:02	4	5522	
11/12/2025 15:05	440		302	5.03	0:12:34	5	5545	Wed
11/13/2025 11:32	441		229	3.82	0:04:49	4	5701	
11/17/2025 5:52	442		335	5.58	0:07:25	6	5520	
11/18/2025 7:03	443		342	5.70	0:07:20	4	5703	
11/19/2025 8:42	444		319	5.32	0:07:17	5	5705	
11/19/2025 15:38	446		308	5.13	0:07:30	4	5525	
11/20/2025 14:12	448		141	2.35	0:06:11	4	5540	
11/21/2025 15:46	454		256	4.27	0:06:05	5	5522	
11/22/2025 19:51	455		453	7.55	0:09:22	3	5522	Sat
11/23/2025 11:48	456		158	2.63	0:05:21	5	5543	
11/24/2025 17:56	460		241	4.02	0:05:07	2	5542	
11/25/2025 18:29	462		301	5.02	0:07:33	6	5545	
11/25/2025 18:29	463		280	4.67	0:06:45	6	5543	
12/1/2025 10:59	466		362	6.03	0:06:37	4	5520	
12/2/2025 8:28	467		277	4.62	0:08:06	5	5543	
12/4/2025 9:18	470		377	6.28	0:08:23	4	5533	
12/11/2025 23:42	473		395	6.58	0:07:45	3	5701	
12/12/2025 19:22	474		540	9.00	0:13:03	2	5531	Fri
12/13/2025 14:10	475		393	6.55	0:09:00	4	5522	
12/13/2025 18:46	476		474	7.90	0:08:42	4	5522	
12/13/2025 19:48	477		307	5.12	0:06:49	3	5522	
12/17/2025 13:30	479		299	4.98	0:06:57	5	5520	
12/18/2025 9:33	480		314	5.23	0:08:39	3	5544	
12/23/2025 9:04	485		277	4.62	0:06:17	4	5512	
12/23/2025 17:58	486		93	1.55	0:04:06	5	5531	
12/31/2025 20:45	491		267	4.45	0:06:50	4	5533	
			average	4.90		4.2		
			9 minutes or less		41			
			total 1st due calls		44			
					93%			

Hatfield Volunteer Fire Company No. 1

Hatfield, PA

This report was generated on 12/3/2025 Total Calls December: 25, Total Calls 2025: 491



CAD Incident Number	Incident Number	PSAP Call Date/Time	Dispatch Type	Fire Station	AID Type
F2541121	491	46022.86517	GAS-ODOR/LEAK INSIDE COMMERCIAL BUILDING	5533	
F2541027	490	46021.62789	VEHICLE ACCIDENT INJURIES	74	
F2540914	489	46020.76978	BUILDING FIRE NON-COMMERCIAL	76	
F2540586	488	46016.69549	FAL-FIRE ALARM [F3]	74	
F2540535	487	46015.87662	FIN-FIRE INVESTIGATION [F3]	76	
F2540445	486	46014.74898	FEO-ELECTRIC FIRE OUTSIDE [F3]	5531	
F2540377	485	46014.37829	FVE-VEHICLE FIRE [F2]	5512	
F2539929	483	46010.6738	FEO-ELECTRIC FIRE OUTSIDE [F3]	12	
F2539897	482	46010.61791	FEO-ELECTRIC FIRE OUTSIDE [F3]	12	
F2539770	481	46009.83152	GAS-ODOR/LEAK INSIDE COMMERCIAL BUILDING	12	
F2539694	480	46009.39803	FAL-FIRE ALARM [F3]	5544	
F2539602	479	46008.56318	FAL-FIRE ALARM [F3]	5520	
F2539308	478	46006.3526	BUILDING FIRE COMMERCIAL	14	
F2539140	477	46004.8252	BUILDING FIRE COMMERCIAL	5522	
F2539136	476	46004.78263	FIN-FIRE INVESTIGATION [F3]	5522	
F2539118	475	46004.59066	GAS-ODOR/LEAK INSIDE NON-COMMERCIAL BUILDING	5522	
F2539054	474	46003.80715	FSS-FIRE SPECIAL SERVICE [F4]	5531	
F2538939	473	46002.98807	FAL-FIRE ALARM [F3]	5701	
F2538611	472	46000.36522	MCA-CARDIAC ARREST [F3]	5512	
F2538326	471	45996.83019	FIN-FIRE INVESTIGATION [F3]	76	
F2538138	470	45995.3878	GAS-ODOR/LEAK INSIDE COMMERCIAL BUILDING	5533	
F2538048	469	45994.51535	BUILDING FIRE NON-COMMERCIAL	74	
F2537979	468	45993.9255	BUILDING FIRE NON-COMMERCIAL	B60	
F2537918	467	45993.35299	FAL-FIRE ALARM [F3]	5543	
F2537844	466	45992.45804	FAP-APPLIANCE FIRE [F1]	5520	
F2537485	465	11/27/2025 9:56	BUILDING FIRE COMMERCIAL	74	
F2537422	464	11/26/2025 15:29	FAL-FIRE ALARM [F3]	76	
F2537316	463	11/25/2025 18:29	FAL-FIRE ALARM [F3]	5543	
F2537315	462	11/25/2025 18:29	VEHICLE ACCIDENT PEDESTRIAN STRUCK	5545	
F2537310	461	11/25/2025 17:39	VEHICLE ACCIDENT INJURIES	12	
F2537215	460	11/24/2025 17:56	VEHICLE ACCIDENT RESCUE	5542	
F2537182	459	11/24/2025 12:11	FWF-WOODS/FIELD FIRE [F3]	12	
F2537109	458	11/23/2025 19:08	BUILDING FIRE COMMERCIAL	76	
F2537084	456	11/23/2025 11:48	FAL-FIRE ALARM [F3]	5543	
F2537082	457	11/23/2025 11:32	BUILDING FIRE COMMERCIAL	14	
F2537036	455	11/22/2025 19:51	FIN-FIRE INVESTIGATION [F3]	5522	

F2536946	454	11/21/2025 15:46	FAP-APPLIANCE FIRE [F1]	5522	
F2536941	453	11/21/2025 14:42	FAL-FIRE ALARM [F3]	74	
F2536928	452	11/21/2025 12:47	CARBON MONOXIDE DETECTOR NO SYMPTOMS	999 Other	
F2536906	451	11/21/2025 9:27	CARBON MONOXIDE DETECTOR NO SYMPTOMS	76	
F2536901	450	11/21/2025 8:59	CARBON MONOXIDE DETECTOR NO SYMPTOMS	999 Other	
F2536873	449	11/21/2025 6:22	BUILDING FIRE COMMERCIAL	999 Other	
F2536809	448	11/20/2025 14:12	FAL-FIRE ALARM [F3]	5540	
F2536692	447	11/19/2025 16:09	FAL-FIRE ALARM [F3]	12	
F2536689	446	11/19/2025 15:38	FAL-FIRE ALARM [F3]	5525	
F2536663	445	11/19/2025 11:46	CARBON MONOXIDE DETECTOR NO SYMPTOMS	76	
F2536626	444	11/19/2025 8:42	FAL-FIRE ALARM [F3]	5705	
F2536494	443	11/18/2025 7:03	CARBON MONOXIDE DETECTOR NO SYMPTOMS	5703	
F2536384	442	11/17/2025 5:52	FVE-VEHICLE FIRE [F2]	5520	
F2535998	441	11/13/2025 11:32	FAL-FIRE ALARM [F3]	5701	
F2535885	440	11/12/2025 15:05	FSS-FIRE SPECIAL SERVICE [F4]	5545	
F2535858	439	11/12/2025 11:24	BUILDING FIRE COMMERCIAL	5522	
F2535787	438	11/11/2025 23:03	FAL-FIRE ALARM [F3]	5543	
F2535720	437	11/11/2025 11:07	MCA-CARDIAC ARREST [F3]	12	
F2535601	436	11/10/2025 10:58	GAS-ODOR/LEAK INSIDE COMMERCIAL BUILDING	74	
F2535450	435	11/8/2025 16:34	FEO-ELECTRIC FIRE OUTSIDE [F3]	5545	
F2535434	434	11/8/2025 14:38	FAL-FIRE ALARM [F3]	5512	
F2535397	433	11/8/2025 10:01	FAL-FIRE ALARM [F3]	5521	
F2535217	432	11/6/2025 15:26	FAL-FIRE ALARM [F3]	12	
F2535197	431	11/6/2025 11:37	MCA-CARDIAC ARREST [F3]	5521	
F2535096	430	11/5/2025 18:33	FSS-FIRE SPECIAL SERVICE [F4]	5701	
F2535065	429	11/5/2025 13:14	BUILDING FIRE COMMERCIAL	5543	
F2534945	428	11/4/2025 13:35	FWF-WOODS/FIELD FIRE [F3]	5543	
F2534914	427	11/4/2025 8:38	FAL-FIRE ALARM [F3]	76	
F2534897	426	11/4/2025 6:49	FAL-FIRE ALARM [F3]	76	
F2534835	425	11/3/2025 15:02	FAL-FIRE ALARM [F3]	5522	
F2534706	424	11/2/2025 10:41	ELEVATOR EMERGENCY ALARM	5521	
F2534604	423	11/1/2025 3:00	FIN-FIRE INVESTIGATION [F3]	5521	
F2534342	422	10/30/2025 6:56	FAL-FIRE ALARM [F3]	12	
F2534298	421	10/29/2025 18:55	FVE-VEHICLE FIRE [F2]	5522	
F2534236	420	10/29/2025 8:56	FAL-FIRE ALARM [F3]	76	
F2534095	419	10/28/2025 7:04	CARBON MONOXIDE DETECTOR NO SYMPTOMS	12	
F2533901	418	10/26/2025 13:31	BUILDING FIRE COMMERCIAL	5522	
F2533846	417	10/25/2025 18:03	FAL-FIRE ALARM [F3]	74	
F2533689	416	10/24/2025 10:12	FAL-FIRE ALARM [F3]	5511	
F2533470	415	10/22/2025 11:25	FAL-FIRE ALARM [F3]	76	
F2533464	414	10/22/2025 10:55	FVE-VEHICLE FIRE [F2]	12	
F2533449	413	10/22/2025 9:31	FAL-FIRE ALARM [F3]	5543	
F2533375	412	10/21/2025 15:29	FDF-DEBRIS/FLUIDS ON HIGHWAY [F3]	5523	
F2533349	411	10/21/2025 11:41	FAL-FIRE ALARM [F3]	5543	
F2533265	410	10/20/2025 20:36	FAL-FIRE ALARM [F3]	5530	

F2533234	409	10/20/2025 13:39	MCA-CARDIAC ARREST [F3]	12	
F2533156	408	10/20/2025 1:34	FIN-FIRE INVESTIGATION [F3]	12	
F2533044	407	10/18/2025 16:35	BUILDING FIRE NON-COMMERCIAL	18	
F2532952	406	10/17/2025 14:42	FAL-FIRE ALARM [F3]	5701	
F2532885	405	10/17/2025 7:07	FAL-FIRE ALARM [F3]	5511	
F2532861	404	10/16/2025 19:09	GAS-ODOR/LEAK INSIDE NON-COMMERCIAL BUILDING	76	
F2532656	403	10/15/2025 9:22	FAL-FIRE ALARM [F3]	76	Automatic aid given
F2532452	402	10/13/2025 13:44	GAS-ODOR/LEAK INSIDE NON-COMMERCIAL BUILDING	74	Automatic aid given
F2532326	401	10/12/2025 8:39	FAL-FIRE ALARM [F3]	5521	
F2532239	400	10/11/2025 10:23	GAS-ODOR/LEAK INSIDE NON-COMMERCIAL BUILDING	12	Automatic aid given
F2532174	399	10/10/2025 17:29	FAL-FIRE ALARM [F3]	12	Automatic aid given
F2532165	398	10/10/2025 15:47	MCA-CARDIAC ARREST [F3]	5532	Automatic aid received
F2531937	397	10/9/2025 7:57	GAS-ODOR/LEAK INSIDE COMMERCIAL BUILDING	12	Automatic aid given
F2531915	396	10/9/2025 1:31	BUILDING FIRE COMMERCIAL	999 Other	Mutual aid given
F2531882	395	10/8/2025 15:22	BUILDING FIRE COMMERCIAL	5532	Automatic aid received
F2531733	394	10/7/2025 13:22	FAL-FIRE ALARM [F3]	5542	Automatic aid received
F2531656	393	10/7/2025 8:08	HAZARDOUS MATERIALS INCIDENT OUTSIDE	999 Other	Mutual aid given
F2531568	392	10/6/2025 11:09	CARBON MONOXIDE DETECTOR NO SYMPTOMS	76	Automatic aid given
F2531309	391	10/3/2025 14:29	FAL-FIRE ALARM [F3]	5545	Automatic aid received
F2531105	390	10/1/2025 23:32	BUILDING FIRE NON-COMMERCIAL	14	Mutual aid given
F2531031	389	10/1/2025 10:32	FAL-FIRE ALARM [F3]	76	Automatic aid given

Fire Station Numbers beginning with 57 are Hatfield Borough Calls, and those beginning with 55 are Hatfield Township Calls

7. REPORTS AND CORRESPONDENCE:

EMS Report



Hatfield Borough Year End Report 2025

NPV Region
911 Calls

15741



176

Municipal Responses

0m 29s

Chute Time

6m 42s

Response Time

54m 05s

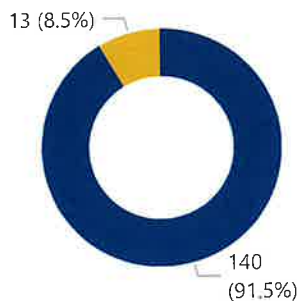
Call Time

100%

Agency On-Status

Did the Patient's Condition Improve because of our Care?

● Yes ● Unknown

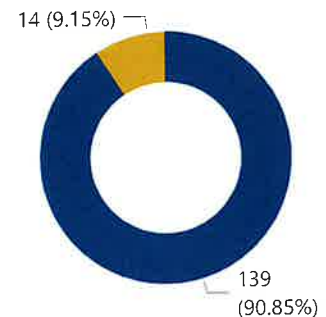


Top 5 Call Types



Was the Patient Transported?

● Yes ● No



VMSC Critical Response Triad

VMSC emphasizes its review of the Critical Response Triad—cardiac, trauma, and stroke-related calls—because timely intervention in these cases can significantly improve patient outcomes and survival rates.

Cardiac Incidents



0 17 176

Stroke Incidents



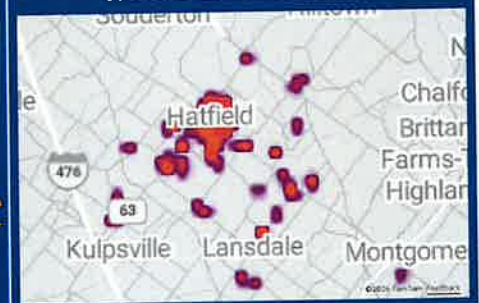
0 6 176

Trauma Incidents



0 42 176

Where are our calls?



VMSC's Global Scale 2025



Mental Health | Responded to **738** behavioral health-related calls.

Community Harm | Handled **480** Overdoses, resulting in **118** Narcan administration by EMS. Also responded to **458** incidents involving deliberate injury.

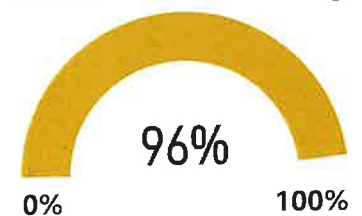


Climate | Dispatched to **95** weather related motor vehicle crashes.



Diversity | **757** patients had language barriers. **339** patients were morbidly obese. **336** were in a state of emotional distress. And **282** were developmentally impaired.

2025 Patient Satisfaction Rating



The 2025 report demonstrates that VMSC Emergency Medical Services operated as a reliable and well-managed component of the municipal public safety system. Throughout the year, the organization maintained readiness, coordinated effectively with public safety and healthcare partners, and delivered timely medical, trauma, cardiac, stroke, and behavioral health care to residents when it mattered most. The data reflects consistent performance and a system that functioned as intended, providing emergency care that protected life, supported families during crisis, and reinforced community trust.

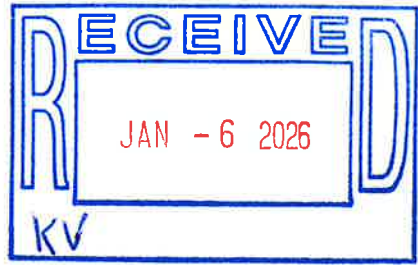
Equally important, the report shows responsible stewardship of municipal investment. VMSC aligned operational performance with clinical outcomes, used data to guide decision-making, and focused on sustaining workforce and system reliability rather than short-term volume. As communities look ahead, this approach positions the VMSC EMS system to remain stable, adaptable, and responsive to evolving needs. We are grateful for the continued partnership of municipal leaders, whose support makes it possible to deliver reliable emergency medical care and safeguard the wellbeing of our communities.

7. REPORTS AND CORRESPONDENCE:

Public Works Department Report

Stephen S. Fickert Jr

Public Works Director/Report for December, 2025



Monday, December 1, 2025

- Collected trash from parks & buildings
- Collected leaf bags
- Loaded salt on dump trucks
- Marked PA 1 calls
- Ed took off

Tuesday, December 2, 2025

- Changed oil & filter in 57-10
- Changed plow oil
- Derik took off
- Ed took off

Wednesday, December 3, 2025

- Hauled out sweeper pile
- Cleaned inlets
- Removed salt from dump truck
- Washed dump truck from salt

Thursday, December 4, 2025

- Loaded leaf bags in dumpster
- Hung lights on Christmas Tree
- Marked PA 1 calls

Friday, December 5, 2025

- Fixed street signs
- Washed trucks
- Organized the PW shop
- Steve took off
- Ed took off

Saturday, December 6, 2025

Sunday, December 7, 2025

Monday, December 8, 2025

- Collected trash from parks & buildings
- Cleaned out salt from dump truck
- Ed took off
- Derik took off
- James took off

Tuesday, December 9, 2025

- Put out plow markers in parks
- Washed & greased dump truck
- James took off

Wednesday, December 10, 2025

- Hauled sweeper pile to Barnside
- Organized PW shop

Thursday, December 11, 2025

- Hauled sweeper pile to Barnside
- Organized PW shop

Friday, December 12, 2025

- Fixed hydraulic leak on 57-3
- Mounted plows
- Loaded trucks with salt
- Derik took off
- Ed took ½ day off

Saturday, December 13, 2025

- James was called in to start salting the roads around 10:30pm

Sunday, December 14, 2025

- All of PW was called in to plow the roads around 6:00am

Monday, December 15, 2025

- Spot salted roads
- Washed plows, checked bolts, made necessary repairs
- Derik took off
- Wyatt took off

Tuesday, December 16, 2025

- Emptied salt off truck
- Power washed & greased trucks
- Ed took off

Wednesday, December 17, 2025

- Attended AMP training in the morning
- Attended employee training in the afternoon

Thursday, December 18, 2025

- Marked PA 1 calls
- Fixed street signs
- Derik took off

Friday, December 19, 2025

- Cleaned up around the PW Shop
- Steve took off
- Derik took off

Saturday, December 20, 2025

Sunday, December 21, 2025

Monday, December 22, 2025

- Cleaned up around the PW Shop
- Derik took off

Tuesday, December 23, 2025

- Cleaned up around the PW Shop
- Mounted plows and loaded salt
- Ed took off

- Derik took off
- Steve took off

Wednesday, December 24, 2025

- Christmas Holiday

Thursday, December 25, 2025

- Christmas Holiday

Friday, December 26, 2025

- Salted and plowed roads
- Christmas Holiday

Saturday, December 27, 2025

Sunday, December 28, 2025

Monday, December 29, 2025

- Washed plows, checked bolts, made necessary repairs
- Emptied salt off truck
- Power washed & greased trucks
- Steve took off
- Ed took off
- Derik took off

Tuesday, December 30, 2025

- Washed plows, checked bolts, made necessary repairs
- Emptied salt off truck
- Power washed & greased trucks
- Steve took off
- Ed took off
- Derik took off

Wednesday, December 31, 2025

- Off for New Year Eve

Hatfield Borough Council

From: Stephen S. Fickert

Subject: Work accomplished during the month of December, 2025

Parks Maintenance -Trash was collected at parks & buildings as needed.

Electric Department-

Equipment Maintenance - Changed the oil and oil filter in 57-10. Changed the plow oil in the small plows. Washed and greased trucks after salting and plowing.

Street Maintenance - Inlets were cleaned as needed. Marked out PA-1 calls. Replaced/fixed street signs as needed. Salted and plowed the streets as needed. Hauled the sweeper pile to Barnside for recycling.

Building Maintenance - Cleaned and organized the Public Works Shop.

Storm/Sanitary Sewer Department -

7. REPORTS AND CORRESPONDENCE:

Engineering Report

Memorandum

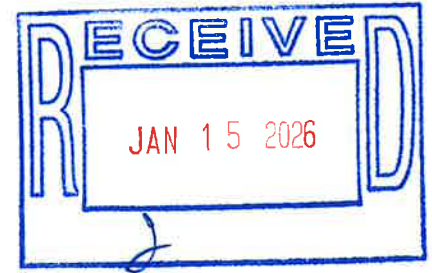
To: Ms. Jaime E. Snyder, Manager, Hatfield Borough

Cc: 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.

Date: January 14, 2026

Re: January 2026 Engineering Report



The following is a highlighted list of current projects and recent engineering activities:

SUBDIVISION / LAND DEVELOPMENT / PERMITS:

- **Hatfield Walk (23 N. Main St. Townhomes)**
The application proposes the construction of 8 townhouse units in two buildings taking access off North Main Street. An existing dwelling will be demolished, and two properties will be combined. Preliminary/Final Plan Approval was granted with conditions at the February 19, 2025 Borough Council meeting.

The buildings are currently under roof. Water and sanitary sewer utilities have been installed, and the contractor is currently working on the storm sewer and stormwater management facilities. Curbing and base driveway installation is scheduled to begin during the week of January 12.
- **41 N. Market St. (WB Homes Townhomes)**
The application proposes the construction of 15 townhouse units in three buildings taking access off N. Market St. A portion of the proposed overflow parking area is proposed to be shared with the fire house.

On January 8, 2026, an introductory meeting was held with the developer and Borough staff and consultants to discuss current zoning requirements. The applicant will work with the Borough to coordinate proposed updates and a schedule for moving the application forward.

- **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.

We are still awaiting additional stormwater information from comments that were issued on November 26. Once the comments are addressed, we can recommend release of construction financial security and issue a recommendation for the 18-month maintenance security.

- **43 Roosevelt Ave. (Twins)**

The application proposes the construction of 4 twin units.

The building for Units 1 and 2 are under roof, and the roofing for Units 3 and 3 are currently being constructed. Escrow release number 1 was approved at the December 17, 2025 Borough Council meeting.

- **West School Street – Street Opening Permit (Heckler Estate)**

The application proposes to dig trenches in W. School Street to install water and sanitary services for two unimproved properties. West School Street is currently under a five-year moratorium from work within the street since it was re-paved in 2024. The applicant is requesting approval from Borough Council to perform the work within the street.

On December 23, 2025 I issued a letter outlining the code requirements pertaining to the street opening moratorium, impacts to consider, and recommended conditions to incorporate if Borough Council agrees to allow the construction to occur. We are continuing to work with Borough staff and the applicant to incorporate additional conditions offered by the applicant and requested by the Borough.

- **3 Diamond Street (Dwelling) – Grading & Stormwater Permits**

The project includes the construction of a single-family dwelling and underground stormwater basin.

On December 16, 2025 we issued approval of the As-built Plan and stormwater improvements.

As always, if you have any questions or comments, or if we can be of any further service, please feel free to contact me directly at [REDACTED] or [REDACTED]

7. REPORTS AND CORRESPONDENCE:

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

7. REPORTS AND CORRESPONDENCE:

**Fire Marshal / Fire Safety
Inspection Report**

7. REPORTS AND CORRESPONDENCE:

Pool Advisory Report

7. REPORTS AND CORRESPONDENCE:

Junior Council Person Report

8. NEW BUSINESS /
DISCUSSION ITEMS:

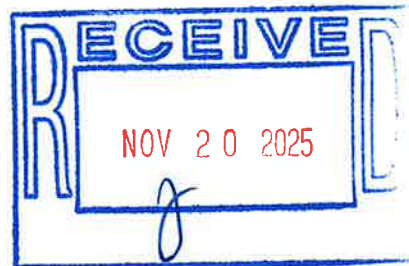
A. 2026 Council
Meeting Dates

8. NEW BUSINESS /
DISCUSSION ITEMS:

**B. 2026 Borough Budget /
Binder Distribution**

9. OLD BUSINESS:

A. Heckler Property Estate Road Opening Request



BOROUGH OF HATFIELD

401 South Main Street, PO Box 190, Hatfield, PA 19440
Ph: 215-855-0781 Fax: 215-855-2075

STREET OPENING PERMIT APPLICATION

WO#: _____

FEE: _____

APPLICANT: Estate of Howard E. Heckler DATE: _____

APPLICANT ADDRESS: _____

CLERK: _____

PHONE #: _____

24-HR EMER. PHONE #: _____

EMAIL: _____

ADDRESS/LOCATION OF PROPOSED WORK: Lots 1 & 2, W. School St.,
Parcels 09-00-01630-26 and 09-00-01630-035

LOCAL STREET: X COUNTY ROAD: _____ STATE ROAD: _____ (STATE PERMIT REQUIRED)

TYPE OF WORK TO BE PERFORMED: Mill and pave 1.5" wearing course
after completion of utility connections

DIMENSION OF PROPOSED WORK: 153' x 29' (PROVIDE A MAP AND DETAILS ON A SEPARATE PAGE)

DATE WORK IS TO BEGIN: TBD COMPLETION DATE: TBD (10 DAY MAXIMUM)

DETOUR REQUIRED? YES _____ NO: X (IF YES, PLEASE PROVIDE DETOUR ROUTE ON A SEPARATE SHEET.)

PA ONE-CALL SERIAL NUMBER: To be provided

The applicant agrees with the following terms & conditions:

☒ All work shall be in compliance with The Hatfield Borough Code, Chapter 21, (Streets & Sidewalks) and PA Department of Transportation specifications.

☒ Contact the Borough Engineer at least 72 hours prior to any required inspection.

Signature of Applicant: _____

Date: 11/16/25

Application approved by: _____

Date: _____

Final Inspection by: _____

Date: _____

Comments: _____

Application of Estate of Howard E. Hecker, Deceased
for Relief from Hatfield Borough Ordinance § 21-110

Applicant: Estate of Howard E. Heckler, Deceased (the "Estate")
by its Executor, Russell S. Heckler
c/o Jeffrey K. Landis, attorney for the Estate

Subject Matter: Hatfield Borough TPNs 09-00-01630-026 and 09-00-01630-035, being two vacant lots located on the north side of West School Street near its intersection with Wayne Avenue (the "Lots"), as depicted on the attached Plan of Subdivision prepared for Howard E. Heckler by Metz Engineers, approved by Hatfield Borough on and dated 08-24-20, as recorded on October 23, 2020 at the Montgomery County Recorder of Deeds at Book 54, Page 96.

Issue: The Applicant seeks relief from the ordinance cited below regarding the Applicant's plan to sell the vacant lots to a builder(s) that will seek to build residential structures on the said lots that will tie into the public utilities that lie within West School Street, which was paved in August 2024.

Hatfield Borough Ordinance § 21-110. Notice to Property Owners and Utility Companies of Proposed Improvements; Restrictions on Excavating Newly Improved Streets. [Ord. No. 154, 2/3/1964, § 10]

The Borough Engineer shall give timely notice to all persons owning property abutting on any street within the Borough about to be paved or improved, and to all public utility companies operating in the Borough, and all such persons and utility companies shall make all water, gas or sewer connections, as well as any repairs thereto which would necessitate excavation of the said street within 30 days from the giving of such notice, unless such time is extended in writing for causes shown by the Borough Engineer. New paving shall not be opened for a period of five years after the completion thereof, except in case of emergency, the existence of which emergency and necessity for the opening of such paving to be determined by the Borough Engineer. If it is sought to excavate upon or open a street within five years after the completion of the paving thereof for any reason than an emergency as above stated, the applicant shall make written application to the Borough Council, and a permit for such opening shall only be issued after express approval of Council.

Facts:

Howard E. Heckler, former mayor of Hatfield Borough, obtained the property that now comprises the Lots in or about 1969. In 2020 Mr. Heckler completed a subdivision which created the Lots. Both Lots presently conform with all relevant zoning and SALDO ordinances as building lots. To settle the Estate under the terms of Mr. Heckler's last will and testament, the Estate desires to sell the Lots through the services of local realtor, Reeves Miller. Prospective buyers have expressed hesitancy to make an offer on the Lots because of the restriction on opening West School Street within the 5 years from its August 2024 paving.

On behalf of the Estate, Jeff Wert, PE, PLS, of Metz Engineers has made inquiries with the Borough as to its expectations of how the repaving would be required to be done if the Estate was permitted to open the street within the 5-year period. To that end, Mr. Wert has supplied the Estate with the following input which is attached hereto.

1. 10/3/25 input from Steve Fickert, Hatfield Borough Public Works Director.
2. 10/14/25 bid memorandum put out for the repaving job.
3. 10/16/25 bid of CSC Asphalt, Inc. - \$19,500.
4. 10/17/25 bid of Maintain It All - \$22,600.

Applicant's Request:


The Applicant requests that Borough Council approve the opening of the West School Street at some point in time before August 2029 to allow for a builder's connection to water and sewer, and in connection therewith, it is acceptable to the Estate that the following conditions be imposed upon such opening.

1. Connections to the public utilities for both lots be established at the same time, so that one road intrusion is all that is required.
2. The roadway be repaved as per the input of the Hatfield Borough Public Works Director.
3. From the first sale of the Lots, an escrow of \$31,575 be established with the Borough (150% of the average of the repaving bids in hand) to cover the repaving of the roadway.
4. The repaving be completed under contract with a builder by a contractor satisfactory to Hatfield Borough and according to final specifications it approves.

Respectfully submitted,

Date: 11.12.2025

By:


Jeffrey K. Landis, Esq., Attorney for the Estate

JAW
M7071
1"=20'
1, 2

Jeffrey Landis

From: [REDACTED]
Sent: Monday, October 6, 2025 10:51 AM
To: [REDACTED]
Subject: FW: W. School Rd. vacant lots of the Estate of Howard Heckler

Hi, Jeff,

Here is the recommendation of the Public Works Director for the Borough Council. Please look it over. It's the frontage of the two lots on the recently paved road he's looking for. If agreeable, it might be easiest to have the Estate offer to get this work done as a condition of permission at the hearing. Let me know. Kate Harper

Catherine M. "Kate" Harper

Direct Phone/Fax: [REDACTED]
Main Phone: 215.646.6000
400 Maryland Drive | P.O. Box 7544
Fort Washington, PA 19034-7544
TimoneyKnox.com

[Download vCard](#) | [Read Bio](#)

Timoney Knox LLP | Attorneys at Law

ATTENTION: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and precluded from disclosure under applicable law. Although this email is not intended to contain any virus or defect, you are responsible for ensuring that no virus or defect exists that may affect your computer. The sender disclaims any responsibility for any loss or damages arising from any virus or defect associated with this email. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at 215-546-6000 and return the original message to us via e-mail. Thank you.

From: Steve Fickert [REDACTED]
Sent: Friday, October 3, 2025 11:13 AM
To: [REDACTED]
Subject: RE: W. School Rd. vacant lots of the Estate of Howard Heckler

Kate,

I'm following up with our discussion from executive session regarding the paving limits I'm suggesting at the W. School St. vacant lots. My suggestion to council, should they allow this to happen, is quite simple.

1. Not only will the water and sewer need to be installed, tested, & inspected to a point of outside the legal right of way, they should also be required to install depressed curbs and aprons for each property. The depressed curbs would be another possible road opening that hasn't been discussed yet.
2. The restoration paving should go from property corner to property corner on both lots and curb to curb (see attached map that is not exact). This would include putting back any thermoplastic road markings.

3. Is there anyway Hatfield Borough can have a say in who does the paving work? I would hate for someone to hire an inadequate contractor who isn't capable of doing this type of work and we are stuck with a road that falls apart in two years.



Stephen Fickert Jr.
Hatfield Borough
Public Works Director/
Electric Superintendent



Civil Engineers & Land Surveyors · PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111

MEMORANDUM

TO: Potential Bidders
CC: Jeffrey Landis, Esq.
From: Jeff Wert, PE, PLS
Date: 10/14/25

The Estate of Howard Heckler is seeking bids to perform a 1.5" mill and pave of West School Street, as shown on the attached plan for the purpose of restoring the road after utility trenches and curb cuts are completed for the two lots to be developed. This is being required by Hatfield Borough. It is anticipated that the work will be done in 2026. Accordingly, any pricing should be based on the current asphalt index and be noted as such. The trenches for utility and curb depressions are to be restored by the two builders of the respective lots with 2A stone and a minimum of 6" of 19 mm asphalt, level with existing grade.

Some additional requirements are as follows:

1. Milling and paving to be performed after all street openings and restorations are completed.
2. Mill and paving to be between May 1 & October 15, unless permitted otherwise by the Borough.
3. Paving to be made in 2 passes each 14' wide.
4. Paving to comply with PennDOT specifications Form 408.
5. Material to be 9.5 mm, 0.3 to 3.0 Esals Superpave mix, compacted to meet Form 408 requirements.
6. Trench settlements to be scratched with 9.5 mm mix, if needed.
7. Seal joints, gutters, manholes & valves with AC 20 or equal.
8. Repaint stop bar and crosswalk with thermoplastic markings.
9. Traffic control to be provided per PennDOT pub 148 – W.Z.T.C
10. Contractor to provide insurances suitable to Hatfield borough.
11. Contractor to provide PA One Call.



12. Contractor to provide a 12 month warranty to Estate.
13. The existing utility information provided is based on One Call information (horizontal location, not vertical information). Working around the utilities, relocation of utilities, restoration of any damaged utilities is included.
14. Any disturbed areas must be re-seeded, fine graded and mulched. 6" topsoil required.
15. See attached plan.
16. Safety fence and/or barricades are to be included to close off construction area.
17. Erosion & Sediment Controls are not shown and would consist of inlet filters in any downslope inlets.
18. Staging and Storage areas are to be left clean and restored to pre-work condition.

Attachment

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF MONTGOMERY

ON THE DAY OF A.D. 20, BEFORE ME, THE
SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF
PENNSYLVANIA, PERSONALLY APPEARED HOWARD E. HECKLER, WHO
ACKNOWLEDGED THIS PLAN TO BE THE OFFICIAL PLAN OF STREETS
AND PROPERTY BOUNDARIES, SITUATED IN THE BOROUGH OF
HATFIELD, COUNTY OF MONTGOMERY, COMMONWEALTH OF
PENNSYLVANIA, AND DESIRED THAT THIS PLAN BE RECORDED
ACCORDING TO LAW.

SEAL NOTARY PUBLIC

MY COMMISSION EXPIRES

I, HOWARD E. HECKLER, HAVE Laid out upon my land, situate in
the Borough of Hatfield, County of Montgomery, Commonwealth
of Pennsylvania, certain lots according to the accompanying plan which is attached to be recorded.
WITNESS MY HAND AND SEAL THIS DAY OF

HOWARD E. HECKLER

APPROVAL OF BOROUGH

APPROVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF
HATFIELD THIS 18th DAY OF AUGUST, 2020.

PRESIDENT

MANAGER/SECRETARY

REVIEWED BY BOROUGH ENGINEER

REVIEWED BY THE BOROUGH ENGINEER ON THIS DAY OF

BOROUGH ENGINEER

APPROVAL OF THE BOROUGH OF HATFIELD PLANNING COMMISSION

APPROVED BY THE BOROUGH OF HATFIELD PLANNING COMMISSION
ON THIS 3rd DAY OF AUGUST, 2020.

CHAIRMAN

RECORDED OF DEEDS

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND
FOR THE COUNTY OF MONTGOMERY, AT HORMS TOWN, PA, IN PLAN
BOOK PAGE NO. 04

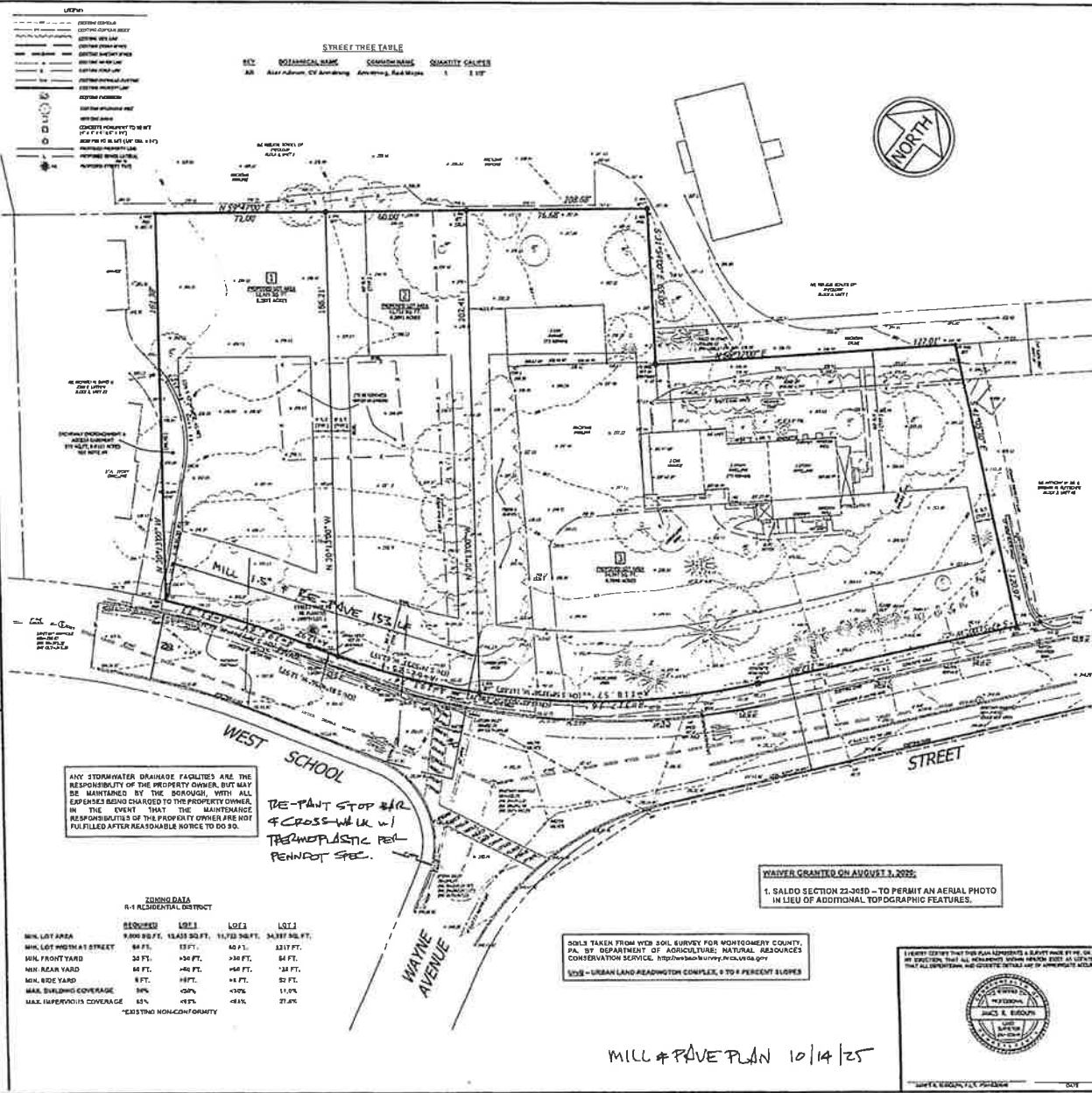
Montgomery County Planning Commission

MCPC No. 11-2020-001

PROCESSED AND REVIEWED. A record has
been prepared by the Montgomery County
Planning Commission in accordance with the
Municipalities Planning Code.

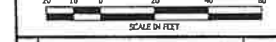
Certified this Date

For the Director



LOCATION MAP 1"=1000'

- NOTES:**
- OWNER OF RECORD AND APPLICANT:
HOWARD E. HECKLER
1000 WEST SCHOOL STREET
HATFIELD, PA 19440
PARCELS 19-000000-000
TAXMAP BLOCK 1, LOT 3
DEED BOOK 154, PAGE 104
 - BOUNDARY AND TOPOGRAPHICAL INFORMATION TAKEN FROM
DEEDS AND A PLAN OF PROPERTY SURVEYED FOR GEORGE
BRYAN HECKLER AND MARY ALICE HECKLER BY HERBERT H.
METZ INC., REGISTERED ENGINEER, LANSDALE, PA, DATED JULY
11, 1948 AND A SURVEY PERFORMED BY THIS OFFICE IN JULY 2019.
SOIL DATA SHOWN - USDAK LAND-READINGTON COMPLEX, 8 TO 8
PERCENT SLOPES
 - FLOODPLAIN, ZONE X - AREAS DETERMINED TO BE OUTSIDE THE
2% ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM MAP NUMBER
22068C02, PANEL 140 OF 141, EFFECTIVE DATE DECEMBER 11,
1998, REVISED MARCH 2, 2016.
 - A CERTAIN JOINT LANDSPLIT OF WAY AS SHOWN ON THE
FOLLOWING DOCUMENTS/PLANS:
1) PLAN OF PROPERTY SURVEYED FOR GEORGE S. HECKLER BY
HERBERT H. METZ, REGISTERED ENGINEER, LANSDALE, PA,
DATED JANUARY 26, 1948.
2) PLAN OF MAPLE TERRACE BY HERBERT H. METZ, REGISTERED
ENGINEER, LANSDALE, PA, DATED OCTOBER 17, 1948, LAST
REVISED OCTOBER 11, 1951.
3) PLAN OF PROPERTY SURVEYED FOR GEORGE BRYAN
HECKLER AND MARY ALICE HECKLER BY HERBERT H. METZ,
INC. DATED JULY 11, 1948.
4) REFERENCE TO A CERTAIN LAKE IN A DEED RECORDED AT
THE MONTGOMERY COUNTY RECORDING OFFICE IN DEED BOOK 154, PAGE 104.
5) A FINAL SURVEY PLAN IN CONNECTION WITH THE
PART OF THE LANDSPLITTING SCHOOL TRACT, NORTH PEAK
SCHOOL, DISTRICT PROPERTY, BY HERBERT H. METZ, INC.,
DATED SEPTEMBER 22, 1971.
6) EASEMENT ENCROACHMENT AS SHOWN ON A PLAN OF PROPERTY
SURVEYED FOR GEORGE BRYAN HECKLER AND MARY ALICE
HECKLER BY HERBERT H. METZ, INC., LANSDALE, PA, DATED JULY
11, 1948, ALSO REFERENCED ENCROACHMENT AS A LINE PASSING
THROUGH A STONE DRIVEWAY IN THE FENCED DEED RECORDED IN
DEED BOOK 154, PAGE 104, AT THE MONTGOMERY COUNTY
CLERK'S OFFICE, HORMS TOWN, PA, DEED RECORDED DATE AUGUST
2, 1989.
7. NO CONSTRUCTION IS PROPOSED.
8. NO FLOOD ALONG AREAS EXIST ON THE PROPERTY.
9. NO WETLANDS EXIST ON THE PROPERTY.
10. NO OTHER SERVICE AREAS ARE PROVIDED FOR THIS PROJECT.
11. THE IMPROVEMENTS REQUIRED, I.E., SANITARY SEWER LATERAL,
WATER SERVICE, UTILITY CONNECTIONS, LANDSCAPING, EROSION
CONTROL, TREE REMOVAL, AND STORMWATER MANAGEMENT
SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OF LOTS 1 & 2.
THE STORMWATER MANAGEMENT SYSTEM DESIGN SHALL BE
COMPLETED RELATIVE TO THE ACTUAL MOIST FOOTPRINT SHOWN
ON THE BUILDING FOOTPRINT, INCLUDING SOIL TESTS AS REQUIRED
BY ORDINANCE. THE DEVELOPER SHALL OBTAIN ALL NECESSARY
PERMITS AS REQUIRED BY THE BOROUGH AND MONTGOMERY
COUNTY CONSERVATION DISTRICT.
12. HIGH PRESSURE GAS SERVICE AT ALL PROPERTY CORNERS PRIOR TO
RECORDING OF PLAN.
13. LOTS 1 & 2 TO BE SERVED BY PUBLIC WATER AND SEWER.
14. PUBLIC WATER TO BE PROVIDED BY THE NORTH PEAK WATER
AUTHORITY.
15. PUBLIC SEWER TO BE PROVIDED BY HATFIELD BOROUGH AND THE
HATFIELD TOWNSHIP MANHOLES AUTHORITY.
16. TOTAL TRACT AREA = 14,154 SQ. FT.
17. LATERALS SHOWN ON LOTS 1 & 2 AT THE REQUEST OF PAPER FOR
PLANNING. MODULAR EXEMPTION. ACTUAL LATERAL
CONSTRUCTION, WATER SERVICES AND ALL OTHER
IMPROVEMENTS TO SUPPORT EACH LOT WILL BE THE
RESPONSIBILITY OF THAT LOT OWNER.



1	OWNER'S SURVEY	10/15/20
2	DEED BOOK 154, PAGE 104	10/15/20
3	DEED BOOK 154, PAGE 104	10/15/20
4	DEED BOOK 154, PAGE 104	10/15/20
5	DEED BOOK 154, PAGE 104	10/15/20
6	DEED BOOK 154, PAGE 104	10/15/20
7	DEED BOOK 154, PAGE 104	10/15/20
8	DEED BOOK 154, PAGE 104	10/15/20
9	DEED BOOK 154, PAGE 104	10/15/20
10	DEED BOOK 154, PAGE 104	10/15/20

PLAN OF SUBDIVISION
PREPARED FOR
HOWARD E. HECKLER
LAND OFFICE
BOROUGH OF HATFIELD, MONTGOMERY CO., PA.

Metz Engineers
1000 West School Street
Hatfield, PA 19440
610-261-1111
www.metz-engineers.com

DATE: 10/14/25
SCALE: 1"=20'

MILL & PAVE PLAN 10/14/25



CSC Asphalt, Inc. *A Women-Owned Small Business*

4219 Bethlehem Pike, Suite 2
Telford, PA 18969

Estimate

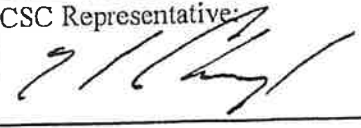
Date	Estimate #
10/16/2025	CSC252038

Phone # [REDACTED]

Fax # [REDACTED]

Name / Address
Metz Engineers PO Box 647 Lansdale, PA 19446

Location:
West School Road and WAYNE Ave Hatfield, PA

Description	Total
<p>Paving:</p> <ul style="list-style-type: none">-- Mill approximately 429 square yards to a depth of approximately 1.5 inches.-- Remove millings, spoils, and other extraneous materials from site.-- Clean the prepared surface.-- Coat the area with liquid tack for asphalt adherence.-- Apply a "scratch course" of asphalt over sunken areas to level surface before paving.-- Pave approximately 429 square yards using 1.5 inches* of hot, rolled 9.5mm asphalt wearing course-- Seal asphalt joints with liquid crack sealing material, as required.	15,000.00
<p>Line Striping</p> <ul style="list-style-type: none">-- Replace STOP/Bar and Crosswalk using heat-applied thermo-plastic paint strips	4,500.00
<p>Notes:</p> <ul style="list-style-type: none">-- PERMITS AND ASSOCIATED FEES, IF REQUIRED, ARE THE RESPONSIBILITY OF THE CUSTOMER.-- Paving material and workmanship under one-year warranty.-- Asphalt thicknesses listed above represent "average compacted depth" and may be adjusted to achieve required pitch-- Proposal prepared using company wage rates-- CSC will notify "ONE CALL - Call Before You Dig" at least 3 working days prior to any scheduled excavation-- This proposal will expire after December 31, 2025. (Expiration Date)-- Jobs started after the expiration date may result in price adjustments due to unforeseen cost increases-- Prepared by Walt Caskey, Director, Operation & Sales, (215) 397-8953 (cell), walt@cscasphalt.com-- Prepared by Mike Volpe, Estimator, (215) 399-6075 (cell), mike@cscasphalt.com	
<p>Payment Terms:</p> <ul style="list-style-type: none">-- Customer will be invoiced for a 30% down payment at the start of the work.-- The balance is due upon completion of the work specified above.	
<p>WE PROPOSE TO FURNISH MATERIAL AND LABOR - TO COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR A TOTAL OF:</p>	Total
<p>All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only with written orders, and will become an extra charge over and above the amount set forth here in. We are not responsible for delays caused contingencies beyond our control, such as weather. A certificate of insurance can be provided upon request by customer. Our workers are fully covered by Workman's Compensation Insurance.</p>	CSC Representative: 
<p>The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Invoices over 30 days are subject to Interest and Finance Charges of 1.5% per month.</p>	Customer Signature:
	Date:

BILL TO
 Metz Engineers

ESTIMATE
 136360465

ESTIMATE DATE
 Oct 17, 2025

JOB ADDRESS
 Estate of Howard Heckler
 100 West School Street
 Hatfield, PA 19440 USA

Job: 136363787

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
CAMP	Commercial Asphalt Mill & Pave: 443 SY Provide daily traffic control for all our work. Mill and dispose of the existing pavement to a depth of 1.5". Sweep and clean milled asphalt surface with a power broom. Apply tack coat for adhesion Install 1.5" thick layer of 9.5mm hot mix asphalt wearing course to repave the parking lot. Compact with 5 ton vibratory roller. Clean and haul away debris. Hot Tar seams and curb lines.	1.00	\$18,400.00	\$18,400.00
CLS	Commercial Line Striping: Repaint the specified crosswalk and stop bar with Thermoplastic Paint	1.00	\$4,200.00	\$4,200.00
AI	Asphalt Index: <i>This pricing is based on the PennDOT ECMS asphalt index of \$639.00 per ton and is valid for the month that the estimate is provided. The index is updated on the first of every month. Any significant change in the index at the time when the work is scheduled, will reflect an escalation in the price to the proposal.</i>	1.00	\$0.00	\$0.00
NOTES	Notes: NOTE: Open shop wages apply. Does not include and permit costs	1.00	\$0.00	\$0.00

SUB-TOTAL	\$22,600.00
TAX	\$0.00
TOTAL	\$22,600.00

CUSTOMER AUTHORIZATION

Pricing valid for 30 days. Permit fees additional cost. EZ PAY payment plans are subject to separate payment terms and fees. Payment Terms: 25% down payment for any job over \$2,000 and balance due within 14 days of completion of work. Any credit card payment for any project totaling over \$2,000 will incur a 3% transaction fee including deposits. There will be a 1.5% finance charge per month on any balance unpaid after the due date. If the Company requires the services of legal counsel to enforce payment hereunder, the party in which this proposal is made shall be required to pay Company's attorney's fees and costs relating to any collection action to be taken.

Acceptance of Contract: The prices, specifications and conditions outlined in this estimate and attached documents are hereby accepted. It is also assumed that since this document serves as a proposal as well as a contract, that the contracting party has reviewed the terms and conditions listed within this agreement and attachments. Also that requesting the work to be completed by verbal, signed agreement or written, faxed or electronic correspondence requesting or acknowledging such a request, etc. shall constitute acceptance of all terms, and conditions listed within this proposal and attachments, and the requesting party waives any claim to the contrary.

Sign here

Date

December 23, 2025

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

RECEIVED

By Jaime E. Snyder, MPA at 12:57 pm, Dec 23, 2025

RE: **Heckler Estate – West School Street**
Street Opening Permit
Bursich Project No: HAT-01 / 065075/Permits

Dear Jaime:

As requested, Van Cleef Engineering has reviewed the Street Opening Permit application for the Estate of Howard E. Heckler at Lots 1 & 2 along W. School St. The following documents were received in our office on November 18, 2025:

- Street Opening Permit Application for Lots 1 & 2, W. School St. dated 11/16/25
- Application of Estate of Howard E. Heckler, Deceased – for Relief from Hatfield Borough Ordinance §21-110
- Memorandum from Metz Engineers dated 10/14/25 soliciting bids for street re-paving following installation of utilities in West School Street
- Cost Estimate from CSC Asphalt, Inc. dated 10/16/2025
- Cost Estimate from Maintain It All dated Oct. 17, 2025

The lots are parcels 09-00-016300 and 09-00-01630-035 and were created by a subdivision recorded in 2020. The two parcels are located at the northwestern corner of the W. School St. / Wayne Ave. intersection and are currently vacant and unimproved. The applicant is proposing to install two water service pipes and two sanitary laterals in West School Street to connect to the public utility mains.

We offer the following for your consideration:

F:\Projects\HAT-01\065075_Misc. Consultation\Permits\Heckler - Road Opening (See also Heckler Subd-208117)\Reviews\2025-12-23_Heckler Estate
Street Opening Permit Ltr.docx

OFFICE LOCATIONS

www.vancleefengineering.com

Hillsborough, NJ
908-359-8291

Hamilton, NJ
609-689-1100

Mt. Arlington, NJ
862-284-1100

Toms River, NJ
732-573-0490

Phillipsburg, NJ
908-454-3080

Freehold, NJ
732-303-8700

Doylestown, PA
215-345-1876

Bethlehem, PA
610-332-1772

Pottstown, PA
610-323-4040

Hatfield Borough Codes - Chapter 21: Streets and Sidewalks

1. §21-110 – The Borough Engineer shall give timely notice to all persons owning property abutting on any street within the Borough about to be paved or improved, and to all public utility companies operating in the Borough, and all such persons and utility companies shall make all water, gas or sewer connections, as well as any repairs thereto which would necessitate excavation of the said street within 30 days from the giving of such notice, unless such time is extended in writing for causes shown by the Borough Engineer. New paving shall not be opened for a period of five years after the completion thereof, except in case of emergency, the existence of which emergency and necessity for the opening of such paving to be determined by the Borough Engineer. If it is sought to excavate upon or open a street within five years after the completion of the paving thereof for any reason other than an emergency as above stated, the applicant shall make written application to the Borough Council, and a permit for such opening shall only be issued after express approval of Council.

West School Street Paving Contract (2024)

1. West School Street was re-paved in 2024 as part of Contract No. HAT 24-02. The project also included re-paving Jean Drive, Jade Drive, and June Drive along with associated pavement markings.
2. The contract was advertised in The Reporter on April 22, 2024 and April 29, 2024, in addition to bids being solicited publicly on PennBid.
3. The project was funded with liquid fuels funds. All advertisements, contract documents, and construction documents were reviewed by PennDOT and deemed to be satisfactory for the use of liquid fuels funds.
4. The PaOne Call service was utilized during the contract preparation, and prior to construction, to coordinate with utility providers. Direct coordination with NPWA occurred prior to construction starting.
5. Prior to construction, signs were posted along all affected roads, and notes were posted on the doors of all residences directly affected by the construction.
6. Construction was deemed to be complete on September 13, 2024, in a recommendation for final payment letter issued by our office.

Impacts to Street

New trenches in streets can result in settlement, deterioration and cracking at the pavement seams, and potential water penetration once the crack seal fades. This water penetration can cause freezing in joints and voids below the pavement surface, which creates heaving, larger cracking, and deterioration. The seams can also present uneven pavement that would be susceptible to damage. Additionally, pavement settles over time, with recently paved streets being more prone to settling. With pavement sections being installed at different times, the areas will not settle together as one unit and can result in unevenness.

Recommended Conditions

If Borough Council is interested in allowing the utilities to be installed within the street prior to the moratorium expiring, we recommend the following conditions, at a minimum:

1. The re-paving should extend from curb-to-curb along the frontage of the two properties.
2. Depressed curbs for future driveways into the properties must be installed prior to paving. The driveway depressions must be in satisfactory locations to be utilized for future dwellings without modifications that would impact the street.
3. The base asphalt course must be cut back one foot on each side of the trenches to minimize the potential for trench settling. Temporary paving shall be in place for a minimum of 60 days prior to final paving.
4. The trenching, bedding, backfilling, and compaction must be performed in accordance with the enclosed specifications (Section 02221 – Trenching, Backfilling & Compacting).
5. If sanitary bypass pumping is determined to be necessary by Borough Representatives, it must be performed in accordance with the enclosed specifications (Section 02228 – Temporary Bypass Pumping System).
6. Paving must be performed in accordance with the enclosed specifications (Section 02575 – Paving and Resurfacing).
7. The laterals and connections to the main must be installed in accordance with the enclosed specifications (Section 02611 – Sanitary Sewer Pipe).
8. Concrete curbs must be installed in accordance with the enclosed specifications (Section 03254 – Concrete Curbs).
9. Concrete sidewalks and aprons must be installed in accordance with the enclosed specifications (Section 03255 – Concrete Sidewalks).
10. Shop drawings / material specifications must be submitted for approval for all materials intended to be used in the construction.
11. Material slips must be provided for all materials used in the construction.
12. Financial Security should be provided for full-depth asphalt restoration in the trenches in addition to the wearing course, driveway depressions, crack seal, and pavement markings. An updated estimate should be provided for review.
13. A one-year Maintenance Bond in the amount of 15% of the total construction cost should be provided once the work is deemed by the Borough to be complete.
14. All work must be performed by contractors pre-approved by the Borough.
15. All construction equipment and materials shall be staged and stored in a location pre-approved by the Borough.
16. A pre-construction video shall be provided by the applicant prior to mobilizing. The video shall be of sufficient quality to identify the existing conditions of all areas within and around the areas of construction, including all staging and storage areas.
17. Any grass areas disturbed for the construction shall be filled with topsoil, fine-graded, seeded, and stabilized.

18. The Contractor shall install and maintain erosion and sedimentation controls to the satisfaction of the Borough.
19. Safety fencing / barriers shall be installed to protect the public from the work and staging / storage areas. In no case shall an excavated trench or demolished surface be left unattended at any time. All excavated areas shall be made level with the surrounding area at the end of each workday.
20. The applicant and contractors shall provide insurance in amounts suitable to the Borough, and shall indemnify Hatfield Borough, Staff, Representatives, and Consultants from liability, in a form satisfactory to the Borough Solicitor.

Should you have any questions or need further information, please feel free to contact me at [REDACTED]
[REDACTED] or [REDACTED]

Very Truly Yours,
Van Cleef Engineering Associates, LLC



Chad E. Camburn, P.E.
Professional Engineer

Enclosures: Construction Specifications

Pc: Katie Vlahos, Assistant to the Borough Manager *(via email)*
Steve Fickert, Borough Public Works Director *(via email)*
Kate Harper, Borough Solicitor *(via email)*
Bob Heil, Hatfield Borough Zoning Officer *(via email)*

9. OLD BUSINESS:

B. PennDOT Master Casting Agreement

Cost of PW to Replace Manhole Castings-State Roads

<u>QTY</u>	<u>Description</u>	<u>Total Cost</u>
2 bags	Mortar Mix	\$19.72
2 bags	Fast Setting Concrete Mix	\$14.94
1-yard	Fast Setting Concrete from NyceCrete	\$138.00
1 ton	9.5 mm blacktop	\$63.00
1 truck	Delivery from NyceCrete	\$350.00
1 day	Flagging Services	\$915.68
		\$1,501.34 – TOTAL

Cost of PW to Replace Manhole Castings-Local Road

<u>QTY</u>	<u>Description</u>	<u>Total Cost</u>
2 bags	Mortar Mix	\$19.72
2 bags	Fast Setting Concrete Mix	\$14.94
1 ton	9.5 mm blacktop	\$63.00
		\$70.66 - TOTAL

Additional Notes

Cost Hatfield Borough paid in 2023 on SR 1003 - \$1,522.50/manhole
Cost of Master Castings Agreement from PennDOT - \$1,355.00/manhole
Cost per manhole \$461.09-each

AGREEMENT No.	06C000121
FEDERAL I.D. No.	23-6002872
SAP VENDOR No.	138943
CUSTOMER No.	77005198

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

This Master Agreement for Casting Adjustments is between the Commonwealth of Pennsylvania, acting through the Department of Transportation and Hatfield Borough.

PennDOT plans to perform general maintenance and reconstruction of sections of certain State Routes in Bucks, Chester, Delaware, and Montgomery counties. Adjustments and replacements of the utility castings may be required because of PennDOT's project. Where practicable, PennDOT is willing to incorporate the required utility work into its third-party contract for the project at the utility's expense.

This Agreement outlines the process for incorporation of the utility casting adjustments and replacements into PennDOT's project contracts and for reimbursement to PennDOT for the costs of the utility work.

The parties, intending to be legally bound, agree as follows:

1. Definitions. The following definitions apply when used in this agreement.

"Commonwealth" means the Commonwealth of Pennsylvania.

"PennDOT" means the Pennsylvania Department of Transportation.

"PIF" means Project Initiation Form.

"Project Contract" means PennDOT's contract with a third party for the completion of its Project.

"Project" means general maintenance and reconstruction of sections of certain State Routes in Bucks, Chester, Delaware, and Montgomery counties.

"Utility" means Hatfield Borough.

"Utility Work" means adjustments and replacements of utility castings required because of the Project.

2. **Project Initiation.** PennDOT shall notify the Utility of scheduled Project work. If the Utility desires to have Utility Work incorporated in the Project Contract at the Utility's expense, the Utility shall submit a PIF to PennDOT. The PIF is attached as Exhibit A. The PIF identifies the requested Utility Work and the cost. If PennDOT agrees to incorporate the work, PennDOT staff shall countersign the PIF and return a copy to the Utility. Any change to the PIF must be done through a written change order. The change order form is attached as Exhibit B. If PennDOT agrees to the requested change, PennDOT staff shall countersign the change order form and return a copy to the Utility.

3. **Designated Representative.** The parties shall identify the individual that has the full authority to execute the PIF and change orders, if any. If the Utility is not a corporation, it must provide proof of the authority of the designated representative. The designated representative shall be available throughout the Project to confer with PennDOT as needed.

4. **Compliance with Federal and State Statutes.** All work under this agreement must comply with the Buy America provisions in 23 U.S.C. § 313, 23 CFR § 635.410, "the Build America, Buy America Act" (Public Law 117-58, §§70901-52), and the Pennsylvania Steel Products Procurement Act, 73 P.S. § 1881 et seq.

5. **Purchase of Castings.** Prior to construction of the Project, the Utility shall deliver the necessary castings to the Project site for installation by PennDOT. If additional castings are necessary during construction of the Project, the Utility may provide the castings or authorize PennDOT to acquire the castings. If PennDOT acquires the castings, the Utility shall reimburse PennDOT the actual costs upon receipt of invoice from PennDOT.

6. **Performance of Work.** PennDOT shall perform the Utility Work required to adjust the castings to the proper elevation on a full brick and mortar bed in accordance with PennDOT Publication 408.

7. **Casting Adjustment Costs.** The costs for casting adjustments are set forth in Exhibit C. PennDOT shall include the costs identified in Exhibit C in its Project Contract. PennDOT may modify Exhibit C via a written letter of amendment every 3 years to reflect changes in pricing. The letter of amendment form is attached as Exhibit D.

8. **Term of Agreement.** This agreement will commence on the date of the last signature and will remain in effect until September 30, 2029.

9. **Termination.** PennDOT may terminate this agreement for convenience if it determines that termination is in its best interest. Termination will be effective upon written notice to the Utility. The Utility shall pay for work satisfactorily completed prior to the date of termination.

10. **Coordination of Work.** If the Utility supplies materials to PennDOT or performs any additional work, either with its own contractor or its own forces, the Utility shall coordinate

with PennDOT so as not to interfere with or hinder the progress of the Project. Any materials and additional work performed by the Utility will be at the Utility's sole expense.

11. Invoicing and Payment. Upon completion of the Utility Work by PennDOT to the satisfaction of the Utility, PennDOT shall certify to the Utility the costs in accordance with Exhibit C. The Utility shall pay PennDOT within 60 days of receipt of PennDOT's invoice.

12. Cancellation, Abandonment, or Delay of the Project. If for any reason, the Project is cancelled, abandoned, or delayed, PennDOT shall notify the Utility in writing. Upon notification, the PIF and any change order is void and neither party shall be responsible to the other for any further costs.

13. Highway Occupancy Permit. Upon completion of the Project, the Utility's facilities remaining in the State highway right-of-way continue to be subject to the terms and conditions of any applicable highway occupancy permit issued by PennDOT pursuant to 67 Pa. Code Chapter 459. The Utility shall maintain and keep the adjusted castings in good repair in accordance with applicable State laws and regulations.

14. Public Utility Commission ("PUC"). If the PUC assumes jurisdiction of the Project under the Public Utility Code of 1978, Act of July 1, 1978, P.L. 598, as amended, the parties shall be bound by any orders issued by the PUC or decisions of an appropriate tribunal after the exhaustion of all appeals.

15. Withdrawal of Incorporated Work. If the Utility withdraws its request for the incorporation of the Utility Work into the Project Contract after the award of the Project Contract, the Utility shall reimburse PennDOT for all actual costs, if any, incurred by PennDOT for necessary labor and materials performed for the Utility Work prior to the time of withdrawal. The Utility shall also be responsible for the cost of necessary materials for the Utility Work that were ordered by PennDOT prior to Utility's withdrawal.

16. Commonwealth Standard Terms and Conditions. The Utility shall comply with the Commonwealth Standard Terms and Conditions set forth in Exhibit E. As used in the exhibit, the term "contractor" means the Utility.

17. Amendments and Modifications. No alterations or variations to this agreement will be valid unless made in writing and signed by the parties. Amendments to this agreement must be accomplished through a formal written document signed by the parties with the same formality as the original agreement.

18. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that that provision is severed, and the remainder of this agreement will remain binding up on the parties.

19. No Waiver. Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other party of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.

20. Independence of the Parties. Nothing contained in this agreement is intended or may be construed to create or establish the relationship of partners between the Utility and the Department, or to infer that PennDOT is the representative or general agent of the Utility.

21. Assignment. This agreement may not be assigned, either in whole or in part, by the Utility without the Department's written consent.

22. No Third-Party Beneficiary Rights. This agreement does not create or confer any rights in or on persons or entities not a party to this agreement.

23. Successors and Assigns. This agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

24. Rights and Remedies. The rights and remedies provided in this agreement are cumulative, and the use or non-use of any one right or remedy by either party will not preclude or waive its right to use any or all other remedies. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

25. Notices. Notices required under this agreement must be forwarded to the Utility at the following address:

Title: Manager
Address: 401 South Main Street, Hatfield PA 19440
Phone: [REDACTED]
E-mail: [REDACTED]

and to PennDOT at:

PA Department of Transportation
Title: District 6 Executive
Address: 7000 Geerdes Blvd., King of Prussia PA 19406
Phone: [REDACTED]
E-mail: [REDACTED]

26. Integration and Merger. The parties intend this agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. All representations, understandings, promises, and agreements pertaining to the subject matter of this license made prior to or at the time this license is executed are superseded. There are no conditions precedent to the performance of this agreement.

27. Electronic Signature. This license may be electronically signed in accordance with the Electronic Transactions Act, 73 P.S. §§ 22.301, *et seq.*

The parties, through their authorized representatives, have executed this agreement below.

ATTEST

HATFIELD BOROUGH

BY _____
Title: _____ Date _____

BY _____
Title: _____ Date _____

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

[COMMONWEALTH SIGNATURES ON NEXT PAGE]

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Utility Administrator Date

APPROVED AS TO LEGALITY
AND FORM

BY _____
Office of Chief Counsel Date

BY _____
Office of General Counsel Date

BY _____
Office of Attorney General Date

Exhibit A

Agreement No. _____
Vendor No. _____
Customer No. _____
FID No. _____
MPMS No. _____

PROJECT INITIATION FORM (PIF)

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

1. Utility Name: _____
2. Project Initiation Form Number: _____ Date: _____
3. Project Name: _____
4. Location: _____
5. Description of Work to be Performed: _____
6. Project Funding: ☐ FHWA ☐ STATE ☐ LOCAL
7. Estimated Utility Cost: \$ _____ (Cost detail below)

PIF Number: _____

Date: _____

Estimated number of castings which are being incorporated into the Project by this Project Initiation Form (PIF).

Number of Castings	Bid Item	Unit Price	Total Cost
	9999-9950	\$504.00	
	9999-9951	\$474.00	
	9999-9952	\$1335.00	
	9999-9953	\$1028.00	
	9999-9954	\$1257.00	
	9999-9955	\$969.00	
	9999-9956	\$897.00	
	9999-9957	\$581.00	
	9999-9958	\$1180.00	
	9999-9959	\$955.00	
	9999-9960	\$1236.00	
	9999-9961	\$1537.00	
	9999-9962	\$1215.00	
	9999-9963	\$359.00	
	9999-9964	\$438.00	
	9999-9965	\$344.00	
	9999-9966	\$512.00	
	9999-9967	\$643.00	

PROJECT INITIATION FORM (PIF)

Designated Project Representatives

For PennDOT:

For _____:

Signature

Date

Signature

Date

Mary Ann Lang

Name

Name

District Utility Manager

Title

Title

Email

Email

Telephone

Telephone

7000 Geerdes Blvd. King of Prussia, PA 19406

Address

Address

Close Out Data - For Internal Use Only

Completed on: _____

Final Cost: _____

Exhibit B

Agreement No. _____
Vendor No. _____
Customer No. _____
FID No. _____
MPMS No. _____

CHANGE ORDER FORM Master Agreement for Casting Adjustments

1. P.I. F. No. _____ Change Order No.: _____ Date: _____

2. Project Name:

3. Department Bridge Number/DOT Number:

4. Location:

5. Description of Change:

6. Estimated Project Costs:

Prior Estimated Project Cost \$ _____

CO Estimated Project Cost \$ _____

New Total Estimated Project Cost \$ _____

Designated Project Representatives

For Department:

For Utility:

Signature

Date

Signature

Date

Name

Name

Title

Title

Email

Email

Telephone

Telephone

Address

Address

Approval and Authorization

For Department:

For Utility:

Signature

Date

Signature

Date

Name

Name

Title

Title

Close Out Data~ For Internal Use Only

Completed on: _____

Final Cost: _____

EXHIBIT C

Project Contract Items and Costs

Type A - One-step adjustment of casting – applies where change in grade:

1. Does not exceed three inches or
2. Exceeds three inches but protrusion into roadway of casting reset to proposed final grade does not present a hazard to vehicular traffic.

Item 9999-9950 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type A – Concrete base - \$504.00 each

Item 9999-9951 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type A – Flexible base - \$474.00 each

Item 9999-9952 16 to 36 15-inch diameter utility casting
Adjustment for resurfacing – Type A – Concrete base - \$1,335.00 each

Item 9999-9953 16-to-36-inch diameter utility casting
Adjustment for Resurfacing - Type A - Flexible base - \$1,028 each

Item 9999-9954 37-to-54-inch diameter utility casting
Adjustment for Resurfacing - Type A – Concrete base - \$1,257.00 each

Item 9999-9955 37-to-54-inch diameter utility casting
Adjustment for Resurfacing - Type A - Flexible base - \$969.00 each

Type B – Two-step adjustment of casting – applies where change in grade:

1. Exceeds three inches and
2. Protrusion into roadway of casting reset to proposed final grade presents a hazard to vehicular traffic.

Item 9999-9956 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type B – Concrete base - \$897.00 each

Item 9999-9957 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type B – Flexible base - \$581.00 each

Item 9999-9958 16-to-36-inch diameter – utility casting
Adjustment for resurfacing – Type B – Concrete base - \$1,180.00 each

Item 9999-9959 16-to-36-inch diameter – utility casting
Adjustment for resurfacing – Type B – Flexible base - \$955.00 each

Item 9999-9960 37-to-54-inch diameter – utility casting
Adjustment for resurfacing – Type B – Concrete base - \$1,236.00 each

Item 9999-9961 37-to-54-inch diameter – utility casting
Adjustment for resurfacing – Type B – Flexible base - \$1,537.00 each

Type C – One piece fabricated adjustable riser with one turnbuckle for adjustments of 0 inch to 3 inches

Item 9999-9963 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type D - \$359.00 each

Item 9999-9964 16-to-54-inch diameter utility casting

Type D – One piece fabricated adjustable riser with one turnbuckle for adjustments greater than 3 inches

Item 9999-9965 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type D - \$344.00 each

Item 9999-9966 16-to-54-inch diameter utility casting
Adjustment for resurfacing – Type D - \$512.00 each

Miscellaneous

Item 9999-9962 Utility Manhole Neck Rebuilding - \$1,215.00 per vertical foot

Item 9999-9967 201 Box Adjustment for Resurfacing - \$643.00 each

Exhibit D

SAMPLE LETTER OF AMENDMENT

Date

Utility Name

ATTN: Contact

Address

City, State Zip

Re: Amendment (**Amendment Letter Designation**)

Agreement # (**Master Agreement Number**)

Dear (**Mr./Ms. Name**),

In accordance with the terms of the above-referenced Agreement, Exhibit C is being amended to reflect current pricing. By executing this Letter of Amendment, the parties agree that Utility Work will be invoiced in accordance with Amended Exhibit C, attached hereto.

Please sign and date below indicating your agreement and attach a resolution or other documentation verifying your authorization to sign this amendment. The Department will forward a copy of the fully executed letter of amendment to you for your files.

Your response is required no later than (**Date**). Please mail your response to the following address:

PENNDOT

Attn: **Your Name**

Your Organization

Your Address

Sincerely,

Pennsylvania Department of Transportation

On behalf of the above-named Utility, I agree to Amended Exhibit C.

Signature: _____ Date _____

Title: _____

FOR DEPARTMENT USE ONLY

Authorized Representative of the Department:

Print Name

Title

Signature

Date

Form and Legality Approval:

Office of Chief Counsel

Date

Comptroller Operations Approval:

Funds Commitment No. _____ Amount \$ _____

for Comptroller Operations

Date

EXHIBIT E

COMMONWEALTH STANDARD TERMS AND CONDITIONS (Revised - 10/1/2023)

1. DEFINITIONS.

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

2. ENHANCED MINIMUM WAGE.

- a. **Enhanced Minimum Wage.** Contractor shall pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees
 - i. Exempt from minimum wage under the Minimum Wage Act of 1968;
 - ii. covered by a collective bargaining agreement;
 - iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - iv. required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.

- e. **Records.** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- f. **Sanctions.** Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contract or lease to ensure that these provisions are binding on its subcontractors.

3. INDEMNIFICATION.

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

4. NONDISCRIMINATION/SEXUAL HARASSMENT.

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access

to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:

- i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
- iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
- v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously

in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.

- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. Representations and Warranties.

- i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 3. had any business license or professional license suspended or revoked;
 - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - 5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth’s best interest to execute the contract.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents

that it has not violated any of these Contractor Integrity Provisions during the term of the contract.

- iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.

c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.
- v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.

- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
 - viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
 - ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
 - iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.
- e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or

any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
 - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or

proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement.**
 - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

- ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

10. OFFSET.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

- a. **Payment Method.** The Commonwealth shall make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- b. **Unique Identifier.** The Contractor must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- c. **ACH Information in SRM.** The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

12. WORKER PROTECTION AND INVESTMENT.

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

Master Casting Agreement/Resolution Guide Legend

Title/s – Use the same title/s in all locations that are color-coded with red. This will be the person who is authorized to sign the agreement. For example: Chairperson, President, etc.

Title/s – Use the same title/s in all locations that are color-coded with blue. This will be the person who is authorized to attest the signature on the agreement. For example: Secretary, Township Manager, etc.

The same person cannot attest their own signature; therefore, the **Blue** and **Red** Titles **cannot** be the same person.

This guide does not contain all pages from the full Master Casting Agreement for brevity.

UCL43C

RESOLUTION

BE IT RESOLVED by authority of the _____
(Company)

_____ of the _____
(Name of Municipality)

_____ County, and it is hereby resolved by authority
of the same, that the Title/s _____ of said company be
(designate official title)

authorized and directed to sign the attached Agreement on its behalf and that the

Title/s _____ be authorized and directed to attest the same.
(designate official title)

Attest:

Title/s _____
(Signature and designation of official title)

(Name of Company)
BY Title/s _____
(Signature and designation of official title)

I, _____,
(Name) (Official Title)

of the _____ do hereby certify
(Name of Company)

that the foregoing is a true and correct copy of the Resolution adopted at a regular
(special) meeting of the _____, held the ____ day of ____.
(Name of Company)

Date:

(Signature and designation of official title)

Execution Copy

EFFECTIVE DATE _____
(PennDOT will insert)

AGREEMENT No.

FEDERAL I.D. No.

SAP VENDOR No.

CUSTOMER No.

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

This Master Agreement for Casting Adjustments ("Agreement") is made by and between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),

and

BACKGROUND

PennDOT plans to perform one or both of general maintenance and reconstruction of section(s) of certain State Routes within the Counties of Bucks, Chester, Delaware and Montgomery, Pennsylvania ("Project").

The Project requires adjustments, replacements or both of the Utility's castings ("Utility Work").

PennDOT is willing to incorporate the Utility Work into PennDOT's third party contract for the Project ("Project Contract").

This Agreement outlines the process for incorporation of Utility Work into the Project Contract with reimbursement to PennDOT of Utility Work costs.

The parties, intending to be legally bound, agree as follows:

Execution Copy

The Parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

by _____

Signature Date

Title

by _____

Signature Date

Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

by _____

District Utility Manager Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

by _____

for Chief Counsel Date

by _____

Senior Counsel in Charge Date

by _____

Deputy General Counsel Date

by _____

Deputy Attorney General Date

Former Preapproved form:
OGC No. 18-FA-52.1
Appv'd OAG 04/16/2014

Agreement No. _____
Vendor No. _____
Customer No. _____
FID No. _____
MPMS No. _____

PROJECT INITIATION FORM (PIF)

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

2020-2029

1. Utility Name: _____
2. Project Initiation Form Number: _____ Date: _____
3. Project Name: _____
4. Location: _____
5. Description of Work to be Performed: _____
6. Project Funding: ☐ FHWA ☐ STATE ☐ LOCAL
7. Estimated Utility Cost: \$_____ (Cost detail below)

PIF Number: _____

Date: _____

Estimated number of castings which are being incorporated into the Project by this Project Initiation Form (PIF).

Number of Castings	Bid Item	Unit Price	Total Cost
	9999-9950	\$504.00	
	9999-9951	\$474.00	
	9999-9952	\$1335.00	
	9999-9953	\$1028.00	
	9999-9954	\$1257.00	
	9999-9955	\$969.00	
	9999-9956	\$897.00	
	9999-9957	\$581.00	
	9999-9958	\$1180.00	
	9999-9959	\$955.00	
	9999-9960	\$1236.00	
	9999-9961	\$1537.00	
	9999-9962	\$1215.00	
	9999-9963	\$359.00	
	9999-9964	\$438.00	
	9999-9965	\$344.00	
	9999-9966	\$512.00	
	9999-9967	\$643.00	

Reference for bid item number definitions on
on pages 7-10 of this PDF

PROJECT INITIATION FORM (PIF)

Designated Project Representatives

For PennDOT:

Signature Date

Mary Ann Lang
Name

District Utility Manager
Title

[REDACTED]
Email

[REDACTED]
Telephone

7000 Geerdes Blvd. King of Prussia, PA 19406
Address

For _____ :

Signature Date

Name

Title

Email

Telephone

Address

Close Out Data - For Internal Use Only

Completed on: _____

Final Cost: _____

Contract Provisions

Type A - One-step adjustment of casting – applies where change in grade:

- (1) Does not exceed 3 inches or
- (2) Exceeds 3 inches but protrusion into roadway of casting reset to proposed final grade does not present a hazard to vehicular traffic

ITEM 9999-9950 0 to 15 inch diameter Utility Casting

Adjustment for Resurfacing - Type A -

Concrete Base - \$504.00 each

9999-9951 0 to 15 inch diameter Utility Casting

Adjustment for Resurfacing - Type A -

Flexible Base - \$474.00 each

9999-9952 16 to 36 inch diameter Utility Casting

Adjustment for Resurfacing - Type A -

Concrete Base - \$1,335.00 each

9999-9953 16 to 36 inch diameter Utility Casting

Adjustment for Resurfacing - Type A -

Flexible Base - \$1,028 each

9999-9954 37 to 54 inch diameter Utility Casting

Adjustment for Resurfacing - Type A -

Concrete Base - \$1,257.00 each

9999-9955 37 to 54 inch diameter Utility Casting

Adjustment for Resurfacing - Type A -

Flexible Base - \$969.00 each

This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with (the Utility Company's specifications if attached) Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be measured by the unit each, after completion and acceptance by the Utility and the Department.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Exhibit "C" page 1 of 5

Type B - Two-step adjustment of casting – applies where change in grade:

- (1) Exceeds 3 inches and
- (2) Protrusion into roadway of casting reset to proposed final grade presents a hazard to vehicular traffic.

ITEM 9999-9956 0 to 15 inch diameter UtilityCasting

Adjustment for Resurfacing - Type B -

Concrete Base - \$897.00 each

9999-9957 0 to 15 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Flexible Base - \$581.00 each

9999-9958 16 to 36 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Concrete Base- \$1,180.00 each

9999-9959 16 to 36 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Flexible Base - \$955.00 each

9999-9960 37 to 54 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Concrete Base - \$1,236.00 each

9999-9961 37 to 54 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Flexible Base - \$1,537.00 each

This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

The adjustment (resetting) will be completed in a two-step operation when a casting reset at the proposed final grade will protrude more than 3 inches and may cause damage to vehicular traffic or be a safety hazard prior to paving. The first adjustment will be to a temporary grade that will permit traffic to move safely over the casting. The second adjustment will be to the final grade for paving. The contractor is permitted to use steel plates in lieu of the temporary (first) adjustment for a period not exceeding five calendar days. The contractor shall be required to provide a means of access to each utility facility so that one man may enter the facility within 30 minutes without special equipment or tools. The facility location and name of utility shall be temporarily marked for emergency use. Any other change to the castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with the utility specifications if attached or with Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department complete in place as specified.

ITEM 9999-9962 Utility Manhole Neck Rebuilding - \$1,215.00 per verticalfoot

This work shall consist of rebuilding manhole necks any size or type for a vertical distance in excess of eight inches and resetting the existing casting within reasonable close conformity to the lines and grades shown on the drawings or established by the engineer. Only those requiring rebuilding, as determined by the Utility Company and engineer, will be measured for payment.

The existing casting will be carefully removed and cleaned. The neck shall be adjusted using brick and mortar as required. The casting shall then be set and sealed with mortar on the neck at the proper elevation for paving. If the utility and the engineer determine that the existing manhole deck is in unsatisfactory condition or cannot be adjusted, then the neck shall be removed and rebuilt as required. Any exposed brick shall be parged. All work shall be in accordance with (the Utility Company's specifications if attached) Section 600 (Incidental Construction).

This work shall be measured by the vertical foot with a minimum measurement of one foot. Where a manhole is rebuilt for a height of more than one foot, the additional height will be measured and paid to the nextfoot.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Type C - one piece fabricated adjustable riser with one turnbuckle for adjustments of 0 inch to 3 inches.

ITEM 9999-9963 0 to 15 inch diameter Utility Casting
Adjustment for Resurfacing - Type C - \$359.00 each

9999-9964 16 to 54 inch diameter Utility Casting
Adjustment for Resurfacing - Type C - \$438.00 each

This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 0 inches and less than 3 inches in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

Exhibit "C" page 3 of 5

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Type D - One piece fabricated adjustable riser with one turnbuckle for adjustments greater than 3 inches.

ITEM 9999-9965 0 to 15 inch diameter Utility Casting

Adjustment for Resurfacing - Type D - \$344.00 each

9999-9966 16 to 54 inch diameter Utility Casting

Adjustment for Resurfacing - Type D- \$512.00 each

This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 3 inches and less than 4 inches in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Item 9999-9967 201 Box Adjustment for Resurfacing - \$643.00 each

This work shall consist of the resetting or grade adjustment of an existing utility 201 Box casting, in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The base course replaced shall be of the same type removed, either concrete or flexible.

The adjustment (resetting) will be completed in a two-step operation when a casting reset at the proposed final grade will protrude more than 3 inches and may cause damage to vehicular traffic or be a safety hazard prior to paving. The first adjustment will be to a temporary grade that will permit traffic to move safely over the casting. The second adjustment will be to the final grade for paving. The contractor is permitted to use steel plates in lieu of the temporary (first) adjustment for a period not exceeding five calendar days. The contractor shall be required to provide a means of access to each utility facility so that one man may enter the facility within 30 minutes without special equipment or tools. The facility location and name of utility shall be temporarily marked for emergency use. Any other change to the castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

9. OLD BUSINESS:

C. Verizon Cable Franchise Renewal Services

_____, 2025

Daniel S. Cohen
Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215

***RE: Montgomery County Consortium: Engagement of Cohen Law Group
to Assist in Cable Franchise Renewal with Verizon***

Dear Mr. Cohen:

This is to inform you that _____ has decided to engage the services of the Cohen Law Group ("CLG") to assist in a franchise fee audit and cable franchise renewal negotiations with Verizon. This engagement is made pursuant to the Proposal to Perform Cable Franchise Renewal Services ("Proposal") submitted to the Montgomery County Consortium of Communities ("MCCC") on November 4, 2025. The Proposal includes the scope of services for the project and the cost of services on a flat fee basis. The flat fee includes all expenses. CLG will bill one-third of the fee upon engagement, one-third at the middle of the project, and one-third at the end of the project.

While our municipality is engaging the CLG individually and, upon conclusion of the project, we will obtain our own individual franchise fee report and franchise renewal agreement, we understand that the negotiation with Verizon will be in conjunction with other participating municipalities in the MCCC. This joint effort will increase our negotiating leverage and reduce our attorneys' fees. As described in the Proposal, our fee is discounted based on our municipality's population and the number of municipalities that participate in the project. We look forward to working with your firm and obtaining all of the financial and other cable-related benefits to which we are entitled.

Sincerely yours,

Name: _____

Title: _____

Date: _____

Differences Listed from 2021 (2022) Comcast Franchise Agreement vs. 2025 (2026) Verizon Franchise Agreement.

Both PDF files were compared for differences.

Yellow shows replacements, including name changes, dates, etc.

Blue shows insertions

Red shows deletions

Manager Snyder highlighted in pink major changes to this agreement based on context, pricing, or negotiations, which are listed below.

- 28 vs. 27 Revenue Sources
- Service to Unserved Areas
- Verizon is a certified Public Utility Company
- Leased fees added
- Review of 4 years vs. 5 years

2022 FEES COMCAST:

Single <5,000 \$ 7,900.00

2-5 Municipalities 10% Discount
<5,000 \$7,110.00

5-8 Municipalities 15% Discount
<5,000 \$6,715.00

8-11 Municipalities 20% Discount
<5,000 \$6,320.00

12+ Municipalities 25% Discount
<5,000 \$5,925.00

2026 FEES VERIZON:

Single < 10,000 \$6,700.00

2-10 Municipalities 10% Discount
<10,000 \$6,030.00


11-19 Municipalities 15% Discount
<10,000 \$5,695.00

20+ Municipalities 20% Discount
<10,000 \$5,360.00

Though the population is arranged differently, as well as the discount for the Franchise Negotiations, 2026 is less expensive than 2022.

Summary



-  Shows Replacements
-  Shows Insertions
-  Shows Deletions

Compare Results

Old File:

**Montgomery County Consortium - Verizon
Cable Franchise Renewal Proposal - Nov.
2025.pdf**

16 pages (345 KB)
11/3/2025 4:31:36 PM

versus

New File:

**Montgomery County-Comcast Franchise
Renewal Proposal 12-6-21.pdf**

16 pages (495 KB)
1/15/2026 2:44:11 PM

Total Changes

318

Content

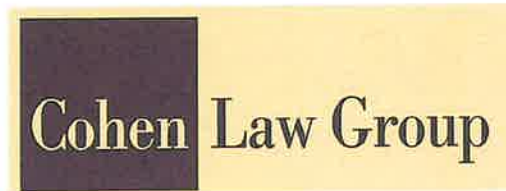
121 Replacements
19 Insertions
28 Deletions

Styling and
Annotations

150 Styling
0 Annotations

Go to First Change (page 1)

VERIZON



PROPOSAL TO PERFORM

VERIZON CABLE FRANCHISE RENEWAL SERVICES

submitted to the

MONTGOMERY COUNTY CONSORTIUM OF COMMUNITIES

by the

COHEN LAW GROUP

**413 South Main Street
Pittsburgh, PA 15215**

www.cohenlawgroup.org

(412) 447-0130

November 3, 2025

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I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist the eligible municipalities of the Montgomery County Consortium of Communities (“MCCC”) in cable franchise renewal negotiations and a franchise fee audit of Verizon of Pennsylvania, Inc. (“Verizon”). Based on our records and the MCCC Managers who have contacted our law firm, our estimate is that there are more than 20 municipalities in the MCCC with Verizon franchise agreements that are set to expire either in late 2025 or 2026.

As such, now is the time to begin the franchise renewal process. Franchise renewal is the best opportunity for local governments to obtain significant benefits and to assert their legal rights with their cable company. A multi-municipal negotiation also increases the negotiating leverage of each of the municipalities and, as detailed in Section V below, reduces their attorneys’ fees through group discounts. Our law firm has been privileged to represent many MCCC municipalities in franchise renewal negotiations with both Verizon and Comcast over the last two decades. We would welcome the opportunity to assist the MCCC again in this upcoming Verizon franchise renewal.

There have been major changes in video technology since the municipalities’ current Verizon franchise agreements, especially the dramatic growth of internet-based video services (also referred to as video streaming) such as Netflix, Hulu, Apple TV, and Disney+. In addition, there have been changes in the franchise operations of Verizon as the company is experiencing more competition today than it did when the current agreements went into effect. Finally, there have been changes in federal law and regulations applicable to cable franchising in that time period.

As described in this proposal, we recommend that the municipalities: 1) **negotiate a new franchise agreement** that addresses the changes since the last franchise and secures increased financial and legal benefits; and 2) **conduct a franchise fee audit** to ensure that each municipality

has received all the franchise fee revenue to which it is entitled from Verizon.

Municipal officials have two critical roles when it comes to renewing (or, in the rare circumstance, not renewing) a cable franchise. First, they are effectively the landlords of their cable company. The cable company utilizes the public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled under law to fair compensation for the cable company's use of those public properties.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best possible services from the cable company today, but also doing everything possible to prepare for the future. Video and internet technologies change very rapidly. A cable franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

CLG is uniquely qualified to represent the MCCC in cable franchise renewal negotiations. For over 27 years, our firm has specialized in cable franchise matters on behalf of local governments, and we have negotiated more franchise agreements than any other law firm in Pennsylvania and surrounding states. We have represented over 500 municipalities in seven states in negotiations with their cable companies. We have also negotiated hundreds of franchise agreements with Verizon. We know Verizon's corporate franchise policies, its negotiators assigned to Montgomery County, and their negotiating tactics.

The principal of the firm is Dan Cohen. He has assisted local governments in cable, wireless, and broadband issues for over 28 years. He served as Board Member (2017-21) and Co-Chair of the Legal Committee (2022-23) for the National Association of Telecommunications Officers and Advisors ("NATOA"), which is the national organization that advocates for local governments in

these fields. He was also named a 2025 Best Lawyer in Government Relations for his work in representing local governments in cable and telecommunications matters.

Aside from his work as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. With 12 years' experience in municipal government, he has first-hand knowledge of the practical needs and the financial constraints facing municipal officials. In addition, the Cohen Law Group has a strong and experienced team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Mike Roberts, and Office Manager Victoria Novak.

CLG has developed a three-step approach to cable franchise renewal projects. The first step is to identify the clients' specific needs. Since these needs often become better defined as the negotiation progresses, we maintain flexibility throughout the process to achieve a franchise agreement that accomplishes the client's specific goals. Second, we negotiate firmly and deliberately to reach agreement in a timely fashion. Third and finally, our attorneys work efficiently in a manner that is cost effective for our clients. We are keenly aware of the fiscal constraints facing municipalities, and focus, therefore, on keeping attorneys' fees and costs as low as possible.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to the MCCC municipalities in a cable franchise renewal agreement with Verizon. The key to receiving these benefits is to know the law and the regulations related to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits:

1. Franchise Fee Revenue

Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company's "gross revenues" for cable services derived from their municipality. The central

subject of negotiation with the cable company is the specific revenue sources to be included in the definition of “gross revenues.” CLG has developed a comprehensive list that now includes 28 eligible revenue sources, which is greater than those in the current MCCC agreements.¹ The addition of new revenue sources in the definition of “gross revenues” would increase franchise fee revenue to the municipalities.² Please note that all franchise fees are passed through to cable subscribers as a separate line item on their bills.

2. Franchise Fee Accountability

In addition to franchise fee revenue, it is important for the municipalities to ensure franchise fee protection and accountability. In a franchise agreement, these include, but are not limited to, the following: detailed franchise fee reports, the right to conduct franchise fee audits without impediments, the ability to collect franchise fee underpayments with corresponding penalties and interest, and protections against fee reductions due to bundled service packages (also referred to as the “triple play” of television, internet, and phone).

3. Service to Unserved Areas

Depending on whether there are areas in your municipality that are not served by Verizon’s fiber network (known as “FiOS”), it is important to include requirements that the cable company extend its network to those areas. These include, but are not limited to, the following: negotiating an expansion of the cable system within a specified time frame; inserting a lower density number (the number of homes per mile necessary for Verizon to extend the system to those homes) in the franchise agreement; and securing a strong line extension requirement for homes with long setback distances from the street or road.

¹ The current MCCC-Verizon franchise agreements that our firm negotiated include 22 revenue sources. Verizon charges more types of fees today than it did when those agreements were executed.

² Note that the decrease or increase in the number of cable subscribers in each municipality will also impact franchise fee revenues.

4. Right-of-Way Protections

Because Verizon places wires and other equipment in the public rights-of-way, it is important that a franchise agreement includes operational and legal protections for the municipalities and their residents. These include protections in the event of storms, accidents, or cable company delays. Examples include fallen trees on wires, damage to property by cable contractors, installation of “double poles,” hanging wires, and any other damages or injuries that may occur. Protections in the renewal agreement should include, but not be limited to, requirements for timely repair and restoration of damage within a specified time frame, prohibition against double poles and hanging wires, access to service area maps, emergency removal of wires and equipment, indemnification of the municipality and full insurance coverage. Given that Verizon is a certified public utility in PA, negotiations for these protections will be more challenging than with other cable operators.

5. Services to Community Facilities

It is common in a franchise agreement for cable companies to agree to provide complimentary cable services to municipal facilities, schools, and public libraries. This section needs to be reworked in the franchise renewal agreement to reflect the recent Sixth Circuit Court decision on appeal from the Federal Communications Commission’s (“FCC’s”) *Third Report and Order* of 2019. The Sixth Circuit decision is more favorable to municipalities. The major subjects of negotiation in the new franchise agreement are the types of facilities (including municipal buildings, schools, and public libraries) that receive the service, and the level of service obtained.

6. Customer Service Standards

In a franchise agreement, municipalities may impose customer service standards on the cable company to which the company must comply. It is important to include comprehensive and enforceable standards that include, but are not limited to, telephone answering time limits for

customer service representatives, refunds for service interruptions, rules for resolving customer billing disputes, appointment windows for cable technicians to arrive at your home, and a prohibition against the premature application of late fees.

7. Public, Educational and Governmental (“PEG”) Channels

Municipalities have a legal right to dedicated channel space for public, educational and governmental (“PEG”) programming. A PEG channel may be used to inform citizens by cablecasting government meetings, public safety alerts, local announcements, and/or athletic events. Depending on whether a municipality currently has an active PEG channel, the renewal agreement may require improvements, such as high definition (HD) format and digital programming titles, or it may reserve the right for a channel in the future.

8. Enforcement

Once Verizon agrees to provide certain benefits in the franchise agreement, the municipalities must be able to enforce these obligations. It is important to include practical and effective enforcement tools to ensure the company’s faithful performance of its obligations under the agreement. These include, but are not limited to, predetermined monetary fines (known as liquidated damages), a performance bond, and the right to revoke the franchise under extreme circumstances.

9. Competitive Equity

Cable companies typically request that, if your municipality grants a franchise to another cable company (e.g. Comcast), then that franchise agreement cannot be more favorable to the competitor than the new agreement is to Verizon. While in theory this is a fair principle, in practice it can have the effect of impeding cable and broadband competition. We will ensure that any such provision, if demanded by the cable company, will not undermine competition in your municipality.

10. Length of Term

Because cable technology changes so rapidly, municipalities typically seek a shorter length of term in the franchise renewal agreement and cable companies typically seek longer terms to protect their capital investment in the cable system. Verizon does not embrace this industry standard, however, and to date, has sought shorter terms due to business conditions and changes in video technology. This issue will be resolved through negotiation.

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist MCCC municipalities in cable franchise renewal with Verizon.

A. Preliminary Setting of Priorities

We will first arrange an initial kickoff meeting (either in-person or virtual) with at least one representative from each participating municipality. During the meeting, we will describe the franchise renewal process, including both the formal and informal processes prescribed by the federal Cable Act. We will inform the officials of their legal rights, including the substantive areas in which they have legal authority over the cable company and those areas in which their authority is limited. We will also outline the potential benefits available to the municipalities and solicit their concerns with respect to Verizon. Finally, we will provide the municipalities with public notice and written talking points for a public hearing on cable franchise renewal. Section 626 of the Cable Act includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing.

B. Franchise Fee Audit

During the preliminary stage, we recommend a franchise fee audit of Verizon for each of the municipalities. Our firm conducts such audits on a regular basis. In 2023-25, we conducted over 120

audits and discovered underpayments approximately 50% of the time. During the last MCCC Verizon renewal, our firm conducted a cable compliance review that included a limited franchise fee review. That review uncovered Verizon franchise fee underpayments. Of course, we cannot guarantee that we will find franchise fee underpayments in the upcoming franchise renewal. It will depend on the specific financial records applicable to each municipality. Either way, a franchise fee audit provides a municipality with accountability.

Franchise fee revenue may be one of the most unaccounted for revenue items in the municipal budget. Section 626 of the federal Cable Act requires that municipalities, as part of cable franchise renewal, review the cable company's past performance. A franchise fee audit is a key component of assessing past performance. It is the best method to hold the company accountable for past franchise fees and to ensure the municipality receives the future revenues to which it is entitled.

The federal Cable Act allows municipalities to assess up to five percent 5% of the cable company's "gross revenues" for cable services derived from the municipality. "Gross revenues" consists of both subscriber and non-subscriber revenue sources. We will prepare a Request for Information and Documents ("RFID") to Verizon for specific franchise fee information and worksheets relevant to each municipality. CLG will then undertake the following:

- Make a determination of all eligible revenue sources for each municipality based upon the municipality's current definition of "gross revenues." There are currently 27 eligible revenue categories and many sub-categories. *28 OR 27 - REVIEW CLG*
- Review Verizon's supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets, and other revenue reports for each municipality.
- Identify the revenue sources that Verizon has included in its franchise fee documentation for each municipality. Determine whether it has applied the fee to all eligible revenue sources and, if not, identify the sources that are not included in "gross revenues."
- Ensure that all eligible revenues recorded in Verizon's financial records are accurately included in the franchise fee payments in accordance with each municipality's franchise agreement.

- Determine whether non-subscriber revenues, such as advertising revenues, home shopping commissions, and leased access fees, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned to each municipality.
- Review certain special revenue sources, such as “trouble call” fees, video downgrade fees, broadcast retransmission fees, franchise fee-on-fees, and others to determine proper inclusion in the determination of franchise fees for the time period under review.
- Obtain a “homes passed list” from Verizon for each municipality to determine whether the cable operator is properly coding all cable customers to the correct municipality. This includes asking each municipality to compare the homes passed database against its residential database for possible errors.
- Re-perform a select number of cable company calculations determining franchise fee revenues. These calculations include, but are not limited to, figures underlying the amounts reported for revenue sources on specific items comprising general franchise fee categories such as “miscellaneous revenues” and “installation revenues” (which include, for example, installation, disconnection, relocation, and change-in-service fees).
- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with the cable company to explain such discrepancies and/or inconsistencies.
- Report trends in the number of Verizon subscribers in each municipality for the period under review.
- Determine whether there are franchise fee underpayments to each municipality for the period under review, the amount of any underpayment, and whether penalties and/or interest apply in accordance with each municipality’s franchise agreement.

We expect to review four (4) years’ worth of financial information, which is the “look back” period permitted by the current franchise agreements we have in our possession. Typically, our investigation includes follow-up requests for further information and discussions with the cable company. Once the audit is completed, we will prepare a written report for each municipality that summarizes the results of the audit, describes the areas of inquiry, and provides charts showing subscriber and revenue trends. While CLG is fully qualified to file legal action against Verizon to collect underpayments, the flat fee for this project does not include litigation (or mediation or arbitration). Such actions would require a separate engagement.

C. Drafting of Proposed Agreement

After the setting of priorities stage is completed, we will draft a proposed master franchise agreement with Verizon to provide the municipalities with all of the benefits and legal protections to which they are entitled under current law and technology. The agreement will include the results of the setting of priorities stage discussed above, as well as our judgment as to the legal provisions that would advance the municipalities' interests and meet their future cable-related needs. We will then submit the proposed agreement to Verizon's attorneys for their review.

A PEG cash grant from Verizon may be available to municipalities that currently have an active PEG channel. Such a grant may only be used for PEG capital costs. If a municipality wishes to seek PEG financial support, we will work with its representatives to prepare a PEG needs assessment report. Such a report is most likely needed to be able to obtain a PEG cash grant. There would be an additional fee for preparing the report.³

D. Negotiation with Verizon

The most important stage in the process is negotiating a franchise renewal agreement with representatives of Verizon. CLG has negotiated hundreds of franchise renewal agreements with Verizon. We know Verizon attorneys assigned to Montgomery County and the company's franchise policies. The working document for the negotiations will be the draft franchise prepared by CLG. We will preserve the municipalities' legal rights under the formal process, but negotiate with Verizon under the informal process outlined in the federal Cable Act.

The negotiation typically consists of many negotiation sessions with representatives of the cable company, status conferences with the clients, multiple revisions of the proposed franchise

³ An additional \$1,200 would be charged for CLG to obtain the relevant information from the municipality and draft the PEG needs assessment report.

agreement, redrafting specific franchise agreement provisions, and editing the final draft of the master agreement. We will then proceed to customize the master agreement to each municipality.

E. Consideration by the Municipal Governing Bodies

After tentative agreement with Verizon has been reached, CLG will report to each municipality on the substantive provisions of the deal. Specifically, we will present each municipality with its final customized franchise agreement negotiated by the parties and recommended by CLG. We will also draft an executive summary of the final agreement. Finally, we will draft an approval ordinance or resolution (depending on the classification of each municipality) for consideration by each Township Board and Borough Council.⁴

IV. PROFESSIONAL BACKGROUND

For over 27 years, the Cohen Law Group has specialized in representing municipalities in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of municipalities for over 70 years. CLG has represented over 500 local governments in seven states in negotiations with cable companies. Our full array of legal services includes the following:

- Drafting cable franchise agreements
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Cable compliance reviews
- Broadband expansion planning and implementation strategies
- Drafting wireless facilities ordinances and design standards
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation
- Drafting right-of-way ordinances and development of right-of-way fees
- Drafting pole attachment agreements and pole attachment negotiations
- Broadband expansion planning and implementation

⁴ The PA Second Class Township Code requires that cable franchise agreements be approved by ordinance. The Codes for other municipal classifications do not have this requirement.

As an active member of the NATOA and other professional organizations, CLG stays current with frequent changes in cable, wireless, and broadband law. Dan Cohen served on the NATOA Board of Directors from 2017-21 and was Co-Chair of NATOA's Policy and Legal Committee from 2022-23. CLG attorneys are also frequent speakers at municipal conferences.

Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. He served as an elected official on the Pittsburgh City Council for 12 years, including 10 years as Chair of City Council's Cable Television Committee. He led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School. In addition to Mr. Cohen, CLG has a strong and experienced team that includes attorney Stacy Browdie, attorney Phil Fraga, and attorney Mike Roberts. Our Office Manager is Victoria Novak.

V. COST OF SERVICES

The following is CLG's cost of services to perform franchise renewal negotiations and a franchise fee audit of Verizon on behalf of the participating MCCC municipalities. We propose to perform these services on a flat fee basis, because our significant experience in conducting these projects lends predictability to our efforts on behalf of the MCCC. In addition, a flat fee provides "price certainty" to the municipalities.

Given our longstanding relationship with MCCC and the efficiencies involved in group negotiations, we are offering our services at a discounted rate depending on the population of each municipality and the number of municipalities that participate. Exhibit A to this proposal provides a chart that shows our standard single-municipality flat fees for franchise renewal negotiations and a franchise fee audit based on a municipality's population, followed by the MCCC discounts based on the number of municipalities that participate in the project. Please note that there is no requirement

that a municipality engage our services for both projects; however, we have applied a further 10% discount if it does.

The flat fees in Exhibit A include all expenses. They do not include the unlikely possibility of extraordinary services outside the scope of services in this proposal or any significant unforeseeable developments. In the event of such extraordinary or unforeseeable developments, CLG will contact the affected municipality to discuss such developments prior to rendering services related to them. If such services were authorized, CLG would charge a fee of \$350 per hour. It is not expected that we will need to travel for this project; however, if travel is required, we would charge one-half of our hourly rate or \$175 per hour for travel time. We do not charge for mileage. Please note that our billing policy is to bill one-third of the flat fees above at the commencement of the entire project, one-third at the middle of each project, and one-third at the conclusion of each project. Thank you for the opportunity to submit this proposal.

Exhibit A: Cohen Law Group Flat Fees for Verizon Franchise Renewal Projects

Number of Participants	Single Project Discount	Population of Municipality	Fees for Franchise Renewal Negotiations	Fees for Franchise Fee Audit	Combined Fee For Both Projects	Additional Discount If Engaged for Both Projects	Total Discounted Fees for Both Projects
1	N/A	< 10,000	\$6,700	\$4,900	\$11,600	10%	\$10,440
		10,000-20,000	\$7,700	\$5,900	\$13,600		\$12,240
		>20,000	\$8,700	\$6,900	\$15,600		\$14,040
20+	20%	< 10,000	\$5,360	\$3,920	\$9,280		\$8,352
		10,000-20,000	\$6,160	\$4,720	\$10,880		\$9,792
		>20,000	\$6,960	\$5,520	\$12,480		\$11,232
11-19	15%	< 10,000	\$5,695	\$4,165	\$9,860		\$8,874
		10,000-20,000	\$6,545	\$5,015	\$11,560		\$10,404
		>20,000	\$7,395	\$5,865	\$13,260		\$11,934
2-10	10%	< 10,000	\$6,030	\$4,410	\$10,440		\$9,396
		10,000-20,000	\$6,930	\$5,310	\$12,240		\$11,016
		>20,000	\$7,830	\$6,210	\$14,040		\$12,636



**Montgomery County Consortium of Communities:
Verizon Franchise Renewals
November 20, 2025**

Phase I (2025-26 Expirations)

1. Collegeville Borough
2. Franconia Township
3. Hatboro Borough
4. Hatfield Borough
5. Limerick Township
6. Lower Gwynedd Township
7. Lower Merion Twp. (in process)
8. Lower Providence Township
9. New Hanover Township
10. Perkiomen Township
11. Plymouth Township
12. Skippack Township
13. Springfield Township
14. Towamencin Township
15. Upper Gwynedd Township
16. Upper Hanover Twp. (in process)
16. Upper Providence Township
17. Whitpain Township

Phase II (2028-29 Expirations)

1. Abington Township
2. Ambler Borough
3. Bridgeport Borough
4. Conshohocken Borough
5. East Norriton Township
6. Hatfield Township
7. Horsham Township
8. Lansdale Borough
9. Lower Moreland Twp. (2030)
10. Lower Salford Township

11. Marlborough Township
12. Montgomery Township
13. Norristown Municipality
14. Rockledge Borough
15. Schwenksville Borough
16. Trappe Borough
17. Upper Dublin Township
18. Upper Moreland Township
19. West Norriton Township
20. Whitemarch Township

Unknown Expirations

1. Cheltenham Township
2. Jenkintown Borough
3. Lower Frederick Township
4. Lower Pottsgrove Township
5. Narberth Borough
6. North Wales Borough
7. Pottstown Borough
8. Souderton Borough
9. Upper Frederick Township
10. Upper Merion Township
11. Upper Pottsgrove Township
12. West Conshohocken Borough
13. West Pottsgrove Township
14. Worcester Township

COMCAST



PROPOSAL TO PERFORM

CABLE FRANCHISE RENEWAL SERVICES

submitted to the

MONTGOMERY COUNTY CABLE CONSORTIUM

by the

COHEN LAW GROUP

**413 South Main Street
Pittsburgh, PA 15215**

www.cohenlawgroup.org

(412) 447-0130

DECEMBER 6, 2021

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I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist the participating municipalities of Montgomery County (“Montgomery County Consortium”) in a franchise fee audit and cable franchise renewal negotiations with Comcast of Pennsylvania, LLC (“Comcast”). Our understanding is that there are at least 15 municipalities that are eligible for renewal and may be interested in joining together to negotiate with Comcast. They are: Abington Township, Collegeville Borough, Franconia Township, Hatfield Borough, Hatfield Township, Lower Frederick Township, Lower Moreland Township, Montgomery Township, Norristown Municipality, Schwenksville Borough, Skippack Township, Towamencin Township, Trappe Borough, Upper Moreland Township and West Norriton Township.

The cable franchise agreements for these municipalities are all set to expire within the next 2 ½ years.¹ As such, now is the time to plan for cable franchise renewal. Franchise renewal is the best opportunity for municipalities to obtain benefits and to assert their legal rights with their cable operator. In addition, a multi-municipal negotiation increases each municipality’s negotiating leverage and, as detailed in Section V below, reduces our attorneys’ fees. Our law firm was privileged to represent many of these municipalities in their last renewal negotiations with Comcast and in the recent renewal negotiations with Verizon. We would welcome the opportunity to represent the Consortium again in the upcoming franchise renewal negotiations with Comcast.

There have been dramatic changes in video technology since the inception of the Consortium’s current franchise agreements, including the enhancement of digital technology, increased high definition (HD) format, expansion of video-on-demand, and, most important, the

¹ Our law firm has the relevant current Comcast franchise agreements in our possession, because the municipalities provided them to us as part of the recent Verizon cable franchise renewal negotiations.

emergence of internet-based programming (also referred to as video streaming or “over-the-top” technology). There have also been major changes in the franchise operations of Comcast as well as the federal regulations applicable to cable franchising. The most consequential regulatory development was the Federal Communications Commission’s (“FCC’s”) 2019 Third Report and Order, which made fundamental changes to cable franchising.

As described in this proposal, we recommend that the Consortium: 1) perform a franchise fee audit to ensure that the municipalities have^{*} received all the franchise fee revenue to which they are entitled; and 2) negotiate a new franchise agreement that addresses the changes since the last franchise and secures new financial and legal benefits for the municipalities.

CLG is uniquely qualified to represent the Montgomery County Consortium in cable franchise renewal negotiations. For nearly 24 years, our firm has specialized in cable franchise matters on behalf of local governments, and our attorneys have negotiated more franchise agreements than any other law firm in Pennsylvania and surrounding states. We have represented over 500 municipalities in negotiations with their cable companies. With respect to Comcast, our firm has negotiated more agreements with this cable operator than any other. We know Comcast’s negotiators, we know the company’s corporate policies, and we know their negotiating tactics.

The principal of the firm is Dan Cohen. He has assisted local governments in cable, wireless, and broadband issues for over 25 years. He serves as Co-Chair of the Legal Committee of the National Association of Telecommunications Officers and Advisors (“NATOA”), which is the national organization that advocates for local governments in these fields. Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. As a member of the Pittsburgh City Council for 12 years prior to founding CLG, he understands the practical needs and the financial constraints facing municipal officials. In addition, the CLG

includes a strong team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Mike Roberts, attorney Joel Winston, and Office Manager Akila Iyer.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to municipalities in a cable franchise renewal agreement. The key to receiving these benefits is to know the law and regulations relating to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits:

- 1. Franchise Fee Revenue.** Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company's "gross revenues" for cable services derived from the municipality. The central subject of negotiation with the cable operator is the specific revenue sources to be included in the definition of "gross revenues." CLG has developed a comprehensive list that now includes 27 cable operator revenue sources to which municipalities may apply the franchise fee. **This list includes several revenue sources that Comcast currently charges but are not in the municipalities' current franchise agreements. The inclusion of these new revenue sources will increase their franchise fee revenue.** Please note that franchise fees are passed through to cable customers as a separate line item on their bills.
- 2. Franchise Fee Accountability.** In addition to franchise fee revenue, it is also essential for municipalities to require franchise fee protection

and accountability. In a franchise agreement, these include detailed franchise fee verification reports with each payment, the right to conduct comprehensive franchise fee audits with penalties for underpayments, and protections against franchise fee reduction due to bundled service packages (also referred to as the “triple play” of internet, television, and telephone services).

3. **Legal Protections of the Rights-of-Way.** Because cable companies place wire^{❌❌❌} and equipment in the public rights-of-way, it is critical that a franchise agreement include legal protections for the municipality. These protections include, but are not limited to, safety standards, repair and restoration of property damage, emergency removal of equipment, indemnification, and full insurance coverage.
4. **Customer Service Standards.** In a franchise agreement, municipalities may impose customer service standards to which the cable operator must adhere. It is important to include comprehensive and enforceable standards. Examples include[❌] refunds for service interruptions, time frames for home visits by technicians, rules for resolving customer billing disputes, privacy standards, and a prohibition against early application of late fees.
5. **Free Services.** It is common in a franchise agreement for cable companies to provide complimentary cable service to community facilities, including municipal facilities, schools, and libraries. The major subject of negotiation is the number of community facilities that

will receive the service and the level of service received. Please note, however, that this benefit will be impacted by the FCC's Third Report and Order of 2019.

6. **PEG Channels.** Municipalities have a legal right under to dedicated channel space for public, educational and governmental ("PEG") programming. PEG Channels may be used to inform citizens by broadcasting government meetings, public safety alerts, and/or announcements regarding local events. Depending on whether your municipality currently has a PEG channel, the renewal agreement may require key improvements to the channel, such as high definition (HD) format, or it may reserve the right for a future channel.
7. **PEG Cash Grant.** A PEG cash grant will also most likely be available to all participating municipalities, even those that do not currently have an active PEG channel. This would be in the form of Comcast's standard PEG grant based in the number of Comcast subscribers in the municipality. For those municipalities that have an active PEG channel and seek a higher grant to meet their PEG capital needs, CLG would prepare a PEG needs assessment to obtain a higher grant.
8. **Enforcement.** Once the cable operator agrees to provide certain benefits to the municipalities, they must be able to enforce these obligations. This includes strict and practical enforcement tools to ensure the company's performance of its obligations. These tools may

include monetary fines, a substantial performance bond, and the right to revoke the franchise in extreme circumstances.

9. Reporting Requirements. It is helpful to obtain periodic information from the cable operator related to financial and customer service issues. A franchise agreement may require the operator to provide written reports on such matters as franchise fee verification, customer complaints, and construction activity in the public rights-of-way.

10. Length of Term. Because telecommunications technology changes so rapidly, municipalities typically seek a shorter length of franchise term. Cable companies typically seek longer terms to protect their capital investment in the cable system. The difference between these two positions is resolved through negotiation.

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist the Montgomery County Consortium in cable franchise renewal with Comcast.

A. Preliminary Setting of Priorities

We will first arrange a conference call or virtual meeting with at least one representative from each municipality in the Consortium. During the meeting, we will describe the franchise fee audit and the franchise renewal process, including both the formal and informal processes prescribed by the federal Cable Act. We will inform the officials regarding their legal rights, including the substantive areas in which they have legal authority over the cable operator and those

areas in which their legal authority is limited. We will outline the potential benefits available to the Consortium, as well as solicit the concerns of the officials with respect to Comcast.

Finally, we will provide each municipality with public notice and written talking points for a public hearing on cable franchise renewal. Section 626 includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing inviting citizen input. During this preliminary phase, we recommend that the municipalities perform a franchise fee audit to determine whether Comcast has been paying them all the franchise fee revenue to which they are entitled. Franchise renewal is the single best time to perform such an audit, because, if underpayments are discovered, the municipalities have greater leverage to collect the underpayments. The scope of services for a franchise fee audit is discussed below.

B. Franchise Fee Audit

CLG conducts franchise fee audits on a regular basis, including many audits of Comcast. In 2018-21, we performed over 100 franchise fee audits and discovered underpayments in approximately 60% of them. Section 626 of the federal Cable Act requires that municipalities, as part of cable franchise renewal, review the cable operator’s past performance and identify their future cable-related needs. A franchise fee audit is a key component of assessing the cable operator’s past performance. It is the best method to hold the operator accountable for past franchise fees and to ensure the municipality receives the future revenues to which it is entitled.

The Cable Act allows municipalities to assess up to five percent 5% of the cable operator’s “gross revenues” for cable services derived from the municipality. “Gross revenues” consists of numerous revenue sources, including both subscriber and non-subscriber revenues, that the cable operator collects from cable customers. We will prepare a written Request for Information and Documents (“RFID”) to Comcast for specific franchise fee information and worksheets relevant

to each municipality. CLG will then undertake the following activities:

- Make a determination of all eligible revenue sources for each municipality based upon the municipality's current definition of "gross revenues." There are currently 27 eligible revenue categories and many sub-categories.
- Review Comcast's supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets, and other revenue reports for each municipality.
- Identify the revenue sources that Comcast has included in its franchise fee documentation for each municipality. Determine whether the cable operator has applied the fee to all eligible revenue sources. Identify any revenue sources that the cable operator did not include in calculating "gross revenues".
- Ensure that all eligible revenues recorded in Comcast's financial records are accurately included in the franchise fee payments in accordance with each municipality's franchise agreement.
- Determine whether non-subscriber revenues, such as advertising and home shopping commissions, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned to each municipality.
- Review certain special revenue sources, such as "trouble call" fees, video downgrade fees, broadcast retransmission fees, franchise fee-on-fees, and others to determine proper inclusion in the determination of franchise fees for the time period under review.
- Ensure that "bundled service" revenues (i.e. revenues applied to cable, internet, and phone services) have been accurately apportioned to cable service, which is the only service that may legally be subject to the franchise fee.
- Obtain a "homes passed list" from Comcast for each municipality to determine whether the cable operator is properly coding all cable customers to the correct municipality. This includes asking each municipality to compare the homes passed database against its residential database for possible errors.
- Re-perform certain cable operator calculations determining franchise fee revenues. These include, but are not limited to, figures underlying amounts reported for certain revenue sources and calculations on specific items comprising general fee categories such as "miscellaneous revenues" and "installation revenues" (which include installation, disconnection, reconnection, relocation and change-in-service fees).
- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with the cable operator to explain such discrepancies and/or inconsistencies.

- Report trends in the number of Comcast subscribers in each municipality throughout the period under review.
- Determine whether there are franchise fee underpayments for each municipality for the period under review, the amount of any underpayment, and whether any penalties and/or interest apply in accordance with each municipality's franchise agreement.

We expect to review five (5) years' worth of financial information, which we understand is the period permitted by the current franchise agreements. We will then prepare a written report that summarizes the results of the franchise fee audit, describes the procedural history and areas of inquiry of the audit, and includes charts showing key subscriber and revenue trends.

C. Drafting of Proposed Agreement

After the setting of priorities stage, including the franchise fee audit, is completed, our attorneys will draft a proposed franchise agreement with Comcast that provides the municipalities with all of the benefits and legal protections to which they are entitled under current law and current technology. The agreement will include the results of the setting of priorities stage, as well as our judgment as to the legal provisions that would protect the Consortium's interests and meet its future cable-related needs. We will then submit the agreement to the municipal representatives for informal review and comment before presenting it to representatives of Comcast.

As noted in Section II above, a PEG cash grant from Comcast will most likely be available to all municipalities, even those that do not currently have an active PEG channel. The grant would be Comcast's standard PEG grant based in the number of Comcast subscribers in the municipality. For those municipalities that do have an active PEG channel and seek a higher grant to meet their PEG capital needs, we will work with representatives from those municipalities to prepare a PEG needs assessment report. The report will include a narrative about the current and future programming on the channel and a list of equipment/facility needs for the channel. There would be an additional fee for preparing a PEG needs assessment as detailed in Section V below.

D. Negotiation with Cable Operator

The most important stage in the process is negotiating a master franchise renewal agreement with representatives of Comcast. CLG has negotiated hundreds of agreements with Comcast on behalf of Pennsylvania municipalities. We know Comcast's negotiators assigned to the Consortium from Comcast's Freedom Region. We also know the company's policies as well as Comcast's negotiating tactics.

The working document for these negotiations will be the franchise agreement drafted by CLG and informally approved by the clients. We will preserve the Consortium's legal rights under the formal process, but proceed to negotiate with Comcast under the informal process outlined in the federal Cable Act. The negotiation typically consists of multiple conference call negotiations with representatives of Comcast, status conferences with the clients, multiple revisions of the proposed franchise agreement, redrafting specific franchise agreement provisions, and editing the final draft of the cable franchise agreement.

E. Consideration by the Local Governing Bodies

After tentative agreement with Comcast has been reached on a master franchise agreement, CLG will then customize the agreement for each of the participating municipalities. We will then report to the clients on the substantive provisions of the deal. Specifically, we will present each municipality with its own final cable franchise agreement (and any side agreements) negotiated by the parties. We will also draft an executive summary of the major provisions of the final agreement. Finally, we will draft a recommended short-form ordinance or resolution authorizing approval of the agreement for consideration by the local governing body for each municipality.

IV. PROFESSIONAL BACKGROUND

The Cohen Law Group specializes in representing municipalities in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of municipalities for over 60 years. CLG has represented over 500 local governments in six states in negotiations with cable companies. Our firm has negotiated with major national companies as well as smaller regional companies to obtain benefits for our clients. We have negotiated hundreds of franchise agreements with Comcast. CLG's full array of legal services includes the following:

- Drafting cable franchise agreements
- Review of current and proposed franchise agreements/ordinances
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Transfer or sale of cable company ownership or control
- Cable compliance reviews
- Evaluation of public, education and governmental ("PEG") channels
- Development of wireless facilities ordinances and design guidelines
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation
- Drafting of right-of-way ordinances and development of right-of-way fees
- Drafting pole attachment agreements
- Pole attachment negotiations with cable and telephone companies
- Broadband feasibility studies and development of broadband expansion plans

As an active member of the National Association of Telecommunications Officers and Advisors (NATOA) and other professional organizations, CLG stays current with frequent changes in cable, wireless, and broadband law. Dan Cohen served on the NATOA Board of Directors for four years from 2017-21. CLG attorneys have written articles on cable and wireless matters that have been published in the *Pennsylvania Municipal Reporter*, *Pennsylvania Township News*, *Pennsylvania Borough News*, *Public Management Magazine*, and *Government Procurement Magazine*. They are also frequent speakers at municipal conferences.

Prior to providing professional counsel to municipalities on cable and wireless matters, Mr. Cohen served as an elected official on the Pittsburgh City Council for 12 years. He has firsthand knowledge of the challenges and opportunities confronting municipal governments. Mr. Cohen served as Chair of City Council's Cable Television Committee for 10 years and also served on the Mayor's Telecommunications Committee. Mr. Cohen led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School.

Attorney Phil Fraga served as assistant general counsel to a major cable company and was counsel for two telecommunications companies prior to joining CLG in 2006. Mr. Fraga has negotiated hundreds of cable franchise agreements with cable providers. He has undergraduate degrees from Bethany College (finance) and Carlow College (accounting), an MBA from the University of Steubenville, and a law degree from the Duquesne University School of Law. In addition to Mr. Cohen and Mr. Fraga, CLG includes attorney Stacy Browdie, attorney Mike Roberts, attorney Joel Winston and Office Manager Akila Iyer.

V. COST OF SERVICES

The following is CLG's cost of services to perform both franchise fee audits and franchise renewal negotiations with Comcast on behalf of the Montgomery County Consortium. We propose to perform these services on a flat fee basis, because our experience with these projects lends predictability to our efforts on behalf of the Consortium. A flat fee also provides "price certainty." As shown below, we offer our services at a discounted rate depending on the number of municipalities that participate. The following are our standard flat fees based on population, followed by our discounted fees to the Consortium.

FLAT FEE SCHEDULE FOR FRANCHISE FEE AUDIT AND FRANCHISE RENEWAL NEGOTIATIONS WITH COMCAST*

Standard Single Municipality Fee (by population prior to discount)

< 5,000	\$7,900
5,001 – 10,000	\$8,900
10,001 – 20,000	\$9,900
20,001-30,000	\$10,900
> 30,000	\$11,900

Consortium Discounted Fees (by population and number of participating municipalities)

12+ Municipalities 25% Discount

< 5,000	\$5,925
5,001 – 10,000	\$6,675
10,001 – 20,000	\$7,425
20,001-30,000	\$8,175
> 30,000	\$8,925

8-11 Municipalities 20% Discount

< 5,000	\$6,320
5,001 – 10,000	\$7,120
10,001 – 20,000	\$7,920
20,001-30,000	\$8,720
> 30,000	\$9,520

5-8 Municipalities 15% Discount

< 5,000	\$6,715
5,001 – 10,000	\$7,565
10,001 – 20,000	\$8,415
20,001-30,000	\$9,265
> 30,000	\$10,115

2-5 Municipalities 10% Discount

< 5,000	\$7,110
5,001 – 10,000	\$8,010
10,001 – 20,000	\$8,910
20,001-30,000	\$9,810

> 30,000

\$10,710

*As discussed in Sections II and III above, for those municipalities that have a PEG channel and wish to obtain a PEG grant from Comcast that is higher than the standard grant, an additional \$1,200 will be charged for CLG to obtain the relevant information and prepare a PEG needs assessment report.

The flat fee amounts above do not include the highly unlikely possibility of services requested outside the scope of services in this proposal. In the event of such extraordinary development, CLG will contact each applicable municipality to discuss such developments prior to rendering services related to such developments. If such services are authorized, CLG would charge a fee of \$300 per hour (\$150 per hour for travel).

The flat fee also does not include expenses, such as any travel, postage and copying expenses, which are kept to a minimum and divided among all municipalities. It is not expected that we will need to travel for this project. Please note that our normal billing policy is to bill one-third of the fee for each project at the commencement of the project, one-third at the middle of each project, and one-third at the conclusion of each project. Thank you for the opportunity to submit this proposal.



Verizon Franchise Renewal as of 1/15/2026

YELLOW DISCOUNT: Limerick Township, Lower Providence Township, Skippack Township, Towamencin Township, and Upper Gwynedd Township.

Six more municipalities join to get you to the **BLUE DISCOUNT**.

Exhibit A: Cohen Law Group Flat Fees for Verizon Franchise Renewal Projects

Number of Participants	Single Project Discount	Population of Municipality	Fees for Franchise Renewal Negotiations	Fees for Franchise Fee Audit	Combined Fee For Both Projects	Additional Discount If Engaged for Both Projects	Total Discounted Fees for Both Projects
1	N/A	< 10,000	\$6,700	\$4,900	\$11,600	10%	\$10,440
		10,000-20,000	\$7,700	\$5,900	\$13,600		\$12,240
		>20,000	\$8,700	\$6,900	\$15,600		\$14,040
20+	20%	< 10,000	\$5,360	\$3,920	\$9,280		\$8,352
		10,000-20,000	\$6,160	\$4,720	\$10,880		\$9,792
		>20,000	\$6,960	\$5,520	\$12,480		\$11,232
11-19	15%	< 10,000	\$5,695	\$4,165	\$9,860		\$8,874
		10,000-20,000	\$6,545	\$5,015	\$11,560		\$10,404
		>20,000	\$7,395	\$5,865	\$13,260		\$11,934
2-10	10%	< 10,000	\$6,030	\$4,410	\$10,440		\$9,396
		10,000-20,000	\$6,930	\$5,310	\$12,240		\$11,016
		>20,000	\$7,830	\$6,210	\$14,040		\$12,636

The purpose of the franchise fee audit is to determine whether Verizon has paid each individual municipality all of the franchise fee revenue to which it is entitled.

The deadline for participation in the project (by emailing me the signed engagement letter) is February 27

_____, 2026

Daniel S. Cohen
Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215

***RE: Montgomery County Consortium: Engagement of Cohen Law Group
to Assist in Cable Franchise Renewal with Verizon***

Dear Mr. Cohen:

This is to inform you that _____ has decided to engage the services of the Cohen Law Group (“CLG”) to assist in a franchise fee audit and cable franchise renewal negotiations with Verizon. This engagement is made pursuant to the Proposal to Perform Cable Franchise Renewal Services (“Proposal”) submitted to the Montgomery County Consortium of Communities (“MCCC”) on November 4, 2025. The Proposal includes the scope of services for the project and the cost of services on a flat fee basis. The flat fee includes all expenses. CLG will bill one-third of the fee upon engagement, one-third at the middle of the project, and one-third at the end of the project.

While our municipality is engaging the CLG individually and, upon conclusion of the project, we will obtain our own individual franchise fee report and franchise renewal agreement, we understand that the negotiation with Verizon will be in conjunction with other participating municipalities in the MCCC. This joint effort will increase our negotiating leverage and reduce our attorneys’ fees. As described in the Proposal, our fee is discounted based on our municipality’s population and the number of municipalities that participate in the project. We look forward to working with your firm and obtaining all of the financial and other cable-related benefits to which we are entitled.

Sincerely yours,

Name: _____

Title: _____

Date: _____

CABLE FRANCHISE RENEWAL w/ VERIZON

The current Verizon franchise agreements of a number of our members are set to expire soon.

As we've done in the past, we've asked the Cohen Law Group (CLG) to prepare a proposal for a multi-municipal negotiation with Verizon. Group negotiations provide greater negotiating leverage for each municipality and lower their attorneys' fees due to CLG's group discounts.

Attached is a packet that includes the expirations of the current Verizon agreements based on CLG's records.

Those members that have agreements that expire in 2025-26 are eligible for this project (there will be another group negotiation later for the 2028-29 group).

For those members for which CLG doesn't have expiration dates, feel free to send your current Verizon agreement to Dan Cohen at CLG.

His email is [REDACTED] and his cell is [REDACTED]

He will identify the expiration date and whether your municipality is eligible for this project.

If you can't find your Verizon agreement, Dan can obtain it from Verizon with your permission.

With respect to CLG's fees, you will see on Exhibit A of the proposal a chart that shows their standard, single-municipality flat fees based on municipal population, followed by discounted flat fees for MCCC based on the number of municipalities that participate.

If 20 or more municipalities participate, then the discount is 20%.

The proposal also includes an optional franchise fee audit to determine whether Verizon has paid your municipality all of the franchise fee revenue to which it is entitled.

In 2023-25, CLG conducted over 120 franchise fee audits and found underpayments approximately 50% of the time.

As shown in the fee chart, if your municipality opts for both the renewal negotiations and the franchise fee audit, there would be an additional 10% discount.

Finally, also included in the packet is an engagement letter to be signed and returned to Dan if your local governing body approves the proposal.

It mentions both the renewal and audit projects but can be edited accordingly if your municipality approves only the renewal project.

Please feel free to direct any questions to Dan.

Thank you for considering participation in this project.

10. ACTION ITEMS:

**A. Motion to Consider
Decision on the
Conditional Use
Application of , Erazo –
Tequianes, 5 S. Maple
Avenue, for an
Oversized Garage**

10. ACTION ITEMS:

**B. Motion to Consider
Advertising the updated
August 2026 Council
Workshop / Regular
Meeting Date**

11. Motion to Approve the Payment of the Bills

ADDITIONS TO THE JANUARY 2026 BILL LIST:

TD BANK - LIGHTS FOR TRUCK.....	\$49.81
VAN CLEEF - ENGINEERING SERVICES - GENERAL.....	\$2,916.00
VAN CLEEF - ENGINEERING SERVICES - MS4 PROGRAM.....	\$661.50
VAN CLEEF - ENGINEERING SERVICES - 43 ROOSEVELT.....	\$486.00
VAN CLEEF - ENGINEERING SERVICES - 23 N MAIN ST.....	\$2,833.50

SECURITY DEPOSITS:

JILLIAN COLLOM.....	\$222.50
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TOTAL ADDED TO BILL LIST	\$7,169.31
REVISED BILL LIST TOTAL	\$437,046.70

Column1	Column2	Column3	Column4	Column5	Column6
JANUARY 2026 ACCOUNTS PAYABLE BILL LIST					
VENDOR BILL LIST					
	ITEM DESCRIPTION	AMOUNT PAID	DATE PROCESSED	TOTAL PAID	CHECK NO.
TD BANK					
WELLS FARGO	SERIES 2020, 2021 & 2024 A AND B NOTES	\$4,664.64	12/12/2025	\$4,664.64	ACH
21ST CENTURY	LEGAL ADVERTISING	\$910.31			
21ST CENTURY	LEGAL ADVERTISING	\$704.78			
ALLEGHENY ELECTRIC COOP	MONTHLY ELECTRIC SALES	\$3,112.82			
ALPHA GRAPHICS	LETTERHEAD	\$271.62			
ALWAYS INTEGRITY	JANITORIAL SERVICES	\$620.00			
AMP INC.	DECEMBER PMPM/VERIZON CHARGES	\$1,558.98			
AMP OHIO	DECEMBER ELECTRIC PURCHASE	\$200,221.13			
THOMAS J ANDERSON	DB PENSION PLAN	\$6,400.00			
ARMOUR & SONS	PED BUTTON REPAIR	\$819.60			
ARMOUR & SONS	PED BUTTON REPAIR	\$1,521.77			
ASPLUNDH	TREE TRIMMING	\$8,553.32			
AT&T	PW & MGR CELL PHONES	\$577.88			
BEE BERGVALL	BANK RECS	\$385.00			
BOWMAN	ENGINEERING - RTE 463/LIBERTY TRAIL	\$1,475.00			
BOROUGH OF HATFIELD ELECTRIC	REPAYMENT OF BORROWING	\$8,287.43			
CANON FINANCIAL	COPIER LEASE	\$465.00			
CARR & DUFF	75 N MARKET OUTAGE	\$1,724.00			
CHAMBER OF COMMERCE MONTGO	MEMBERSHIP DUES	\$295.00			
CLEMENS UNIFORMS	MATS FOR HALLWAYS	\$77.30			
CLEMENS UNIFORMS	MATS FOR HALLWAYS	\$77.30			
CODE INSPECTIONS	BLDG, CODE & ZONING INSPECTIONS	\$5,358.00			
COMCAST	16 CHERRY ST INTERNET	\$128.35			
COMCAST	401 S MAIN ST	\$121.85			
COTTERINO	PLOW BOLTS	\$56.39			
DELAWARE VALLEY HEALTH INS	HEALTH INSURANCE FOR EMPLOYEES	\$20,260.06			
DELAWARE VALLEY PROP/LIAB	PROPERTY & LIABILITY INSURANCE	\$14,021.25			
DELAWARE VALLEY WORKER COMP	WORKER'S COMPENSATION	\$2,340.50			
EAS WATER	WATER FOR OFFICES	\$99.15			
EDDIES ELECTRIC	REPLACE METER REPAIR HEAT IN OFFICE	\$246.00			
EDDIES ELECTRIC	REPLACE WIRE FROM POLE TO HOUSE	\$246.00			
EDDIES ELECTRIC	ELECTRIC REPAIRS	\$246.00			
THE HARTFORD	AD&D LIFE STD & LTD INSURANCE	\$797.57			
HATFIELD BOROUGH	615 DAIN AVE ELECTRIC	\$259.33			
HATFIELD MUSEUM & HISTORY	MEMBERSHIP DUES	\$20.00			
HATFIELD TOWNSHIP	DECEMBER POLICE SERVICES	\$91,250.00			
HATFIELD TOWNSHIP	DEBT SERVICE PAYMENT	\$12,500.00			
H&K	STONE	\$881.85			
LOWES	SHOP SUPPLIES	\$37.40			
LOWES	SHOP SUPPLIES	\$263.80			
LOWES	SHOP SUPPLIES	\$172.88			
LOWES	SHOP SUPPLIES	\$92.57			
LOWES	SHOP SUPPLIES	\$182.20			
LOWES	SHOP SUPPLIES	\$18.98			
LOWES	SAFETY ITEMS	\$18.98			
LOWES	SHOP SUPPLIES	\$232.54			
MARCELS	DRAIN CLEARING AT 129 COLUMBIA	\$355.00			
MARCELS	TRAIN STATION HEAT/AC	\$11,400.00			
NETWORK CONCEPTS	MANAGED IT SERVICES	\$515.00			
NETWORK CONCEPTS	MANAGED IT SERVICES	\$23.75			
NETWORK CONCEPTS	MANAGED IT SERVICES	\$23.75			
NORTH PENN WATER AUTHORITY	615 DAIN AVE WATER SERVICES	\$39.16			
NORTH PENN WATER AUTHORITY	2150 KOFFEL ROAD	\$24.79			
NYCO CORP	PIPE	\$55.12			
PA ONE CALL	MONTHLY ACTIVITY	\$9.48			
PSAB	MANAGEMENT CAUCUS RENEWAL	\$25.00			
PSAB	NEWLY ELECTED OFFICIAL SEMINAR	\$125.00			
SALZMANN HUGHES	LEGAL SERVICES	\$1,646.00			
SWIF	WORKER'S COMPENSATION	\$2,073.00			
TD BANK CARD	MICROSOFT - ONLINE SERVICES	\$8.48			
TD BANK CARD	MICROSOFT - ONLINE SERVICES	\$89.04			

[illegible]

**12. MOTION to ADJOURN:
EXECUTIVE SESSION:
Real Estate, Litigation, &
Personnel**