

# HATFIELD BOROUGH COUNCIL

## WORKSHOP MEETING

**FEBRUARY 4, 2026**



**RICHARD GIRARD, PRESIDENT**

**LARRY BURNS, VICE PRESIDENT**

**JASON FERGUSON, COUNCILMEMBER**

**SYEDA HOQUE, COUNCILMEMBER**

**MICHELLE WEISS, COUNCILMEMBER**

**MARY ANNE GIRARD, MAYOR**

**GIUSEPPE SCHIANO DI COLA, JUNIOR COUNCIL PERSON**

**JAIME E. SNYDER, BOROUGH MANAGER**

**CATHERINE M. HARPER, BOROUGH SOLICITOR**



# Borough of Hatfield

Montgomery County, Pennsylvania

## BOROUGH COUNCIL WORKSHOP MEETING

February 4, 2026

### AGENDA

#### CALL TO ORDER / ROLL CALL

#### 1. APPROVAL OF MEETING AGENDA:

Motion: To Approve the Agenda of the February 4, 2026, Workshop Meeting

#### 2. PUBLIC INPUT:

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

#### 3. ANNOUNCEMENTS:

- Next Borough Council Meeting February 18<sup>th</sup> Regular Meeting @ 7:00PM in Council Chambers
- The next Planning Commission Meeting is scheduled for Monday, February 23, 2026 @ 6:00PM in Council Chambers

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

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

#### 5. REPORTS AND CORRESPONDENCE:

Monthly Investment Report

Monthly EIT / LST Report

Monthly YTD Report

Monthly Zoning Hearing Board Applications

MCPC Steering Committee Report

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

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215-855-0781

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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

6. MANAGERS REPORT:

7. NEW BUSINESS / DISCUSSION ITEMS:

8. OLD BUSINESS:

- A. Heckler Property Estate Road Opening Request Resolution
- B. PennDOT Master Casting Agreement Resolution
- C. Verizon Cable Franchise Renewal Services
- D. 2026 Council Meeting Dates

9. ACTION ITEMS:

- A. Motion to Approve Resolution 2026-01 the PennDOT Master Casting Agreement and Authorize Borough Manager, Jaime E. Snyder to sign the Agreement
- B. Motion to Approve the Cohen Law Group Verizon Franchise Renewal Services Agreement and Authorize Borough Manager, Jaime E. Snyder to sign the Agreement

10. MOTION to ADJOURN:

**EXECUTIVE SESSION: Real Estate, Litigation, & Personnel**

## **2. PUBLIC INPUT:**

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

### **3. ANNOUNCEMENTS:**

- **Next Borough Council Meeting February 18<sup>th</sup> Regular Meeting @ 7:00PM in Council Chambers**
- **The next Planning Commission Meeting is scheduled for Monday, February 23, 2026 @ 6:00PM in Council Chambers**



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

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

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

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

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

- **Public Safety Committee  
Report**



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

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

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

- **Utilities Committee  
Report**

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

- **Hatfield Economic  
Revitalization Outreach  
Committee Report**

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

- **Mayor Mary Anne  
Girard Report**

**5. REPORTS AND  
CORRESPONDENCE:  
Monthly Investment Report**



**HATFIELD BOROUGH  
CASH ACCOUNTS  
December 31, 2025**

<b>OPERATING ACCOUNT</b>	<b>BANK BALANCE</b>	<b>AMOUNT</b>
<b>01 - GENERAL</b>		
Bank Balance	\$158,553.52	
O/S CHECKS		\$160,039.35
DIT		0.00
		<u>\$160,039.35</u>
<b>07- ELECTRIC</b>		
Bank Balance	\$94,849.91	
O/S CHECKS		\$0.00
DIT		\$119,896.53
		<u>\$119,896.53</u>
<b>08 - SEWER</b>		
Bank Balance	\$262,101.47	
O/S CHECKS		\$0.00
DIT		\$12,389.14
		<u>\$12,389.14</u>
	\$515,504.90	\$12,389.14
Bank Balance		\$515,504.90
Book Balance		\$807,829.92
<b>18 - CAPITAL PROJECTS SINKING</b>		\$9,256.75
<b>35 - HIGHWAY AID</b>		\$57,720.24
<b>HARLEYSVILLE SAVINGS BANK</b>		
Priority Business Savings		\$308,177.51
Priority Business Savings (Loans)		\$670.12
<b>TOTAL OF ACCOUNTS</b>		\$1,183,654.54
<b>TD BANK</b>		
Electric Reserve Account		\$50,325.08
Building Maintenanane Account (formerly ESSA)		\$24,651.13
<b>KEY PRIVATE INVESTMENTS</b>		
1131 CAPITAL RESERVE MANAGED		\$169,725.55
1132 SEWER CAPITAL RESERVE MANAGED		528,772.07
1133 SEWER MANAGED		482,845.58
1134 ELECTRIC FUND MANAGED		1,158,239.91
		<u>\$2,339,583.11</u>
<b>TOTAL OF TD BANK, HSB, ESSA &amp; KEY PRIVATE BANK INVESTMENTS</b>		\$3,598,213.86

## INVESTMENT TRACKING UPDATED DEC 2025

[illegible]

# 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	\$169,725.55	(\$1,343.20)	-0.79%	\$1,287.70	(\$1,287.70)	(\$101.83)	(\$1,389.53)	(\$101.83)
		\$4,088.05	2.48%	\$7,186.76	(\$7,186.76)	(\$1,507.23)	(\$8,693.99)	(\$1,507.24)

# 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	\$528,772.07	(\$898.61)	-0.17%	\$1,889.20	(\$1,889.20)	(\$315.29)	(\$2,204.49)	(\$315.29)
		\$3,593.87	0.69%	\$21,586.07	(\$21,586.07)	(\$4,092.54)	(\$25,678.61)	(\$4,092.54)

# 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	\$482,845.58	(\$1,264.43)	-0.26%	\$2,791.04	(2,791.04)	(288.16)	(3,079.20)	(\$288.16)
TOTALS		(\$260.79)	-0.05%	\$22,178.25	(22,178.25)	(3,775.27)	(25,953.52)	(3,775.27)



# 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	\$1,158,239.91	\$9,778.52	0.85%	\$8,287.43	(\$8,287.43)	(\$683.60)	(\$8,971.03)	(\$683.60)
TOTALS		\$85,797.62	7.75%	\$48,862.47	(\$54,265.32)	(\$8,283.22)	(\$62,548.54)	(\$13,686.07)

**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	\$4,088.05	\$7,186.76	(\$7,186.76)	(\$1,507.23)	(\$8,693.99)	(\$1,507.24)
Sewer Capital Reserve	3,593.87	21,586.07	(21,586.07)	(4,092.54)	(25,678.61)	(\$4,092.54)
Sewer Managed	(260.79)	22,178.25	(22,178.25)	(3,775.27)	(25,953.52)	(\$3,775.27)
Electric	85,797.62	48,862.47	(54,265.32)	(8,283.22)	(62,548.54)	(\$13,686.07)
Total	\$93,218.75	\$99,813.55	(\$105,216.40)	(\$17,658.26)	(\$122,874.66)	(\$23,061.12)

## **5. REPORTS AND CORRESPONDENCE:**

### **Monthly EIT / LST Report**

HATFIELD BOROUGH  
Berkheimer Comparative  
2021-2026 Earned Income Tax

(Report as of 1/30/2026)

Month	2026	2025	2024	2023	2022	2021	Month	2026	2025	2024	2023	2022	2021
January	1,043.09	296.24	1,219.01	1,269.46	349.65	897.63	July		1,411.79	613.33	708.62	2,313.69	1,314.93
	1,332.83	1,266.04	694.79	1,246.16	874.13	1,174.92			739.03	1,070.80	1,023.96	1,298.39	3,976.44
	2,008.10	2,001.51	1,195.55	1,551.37	800.44	1,119.74			783.75	2,186.34	2,690.59	873.81	2,035.02
	1,633.11	940.71	2,284.30	1,912.97	1,248.17	516.76			3,348.26	1,147.91	1,244.54	1,769.36	1,205.94
	2,180.03	663.17	2,074.88	1,359.06	2,798.24	2,033.58			1,313.78	2,226.86	3,100.86	2,265.33	
	587.13	1,177.49	1,130.07	2,748.75	1,308.02	637.60			1,887.36	1,461.86		2,145.23	
	1,285.15	1,093.67	2,189.04	2,907.77	1,028.54				1,672.52				
	2,427.92	2,498.44			3,445.15				2,360.19				
	2,038.84	1,169.05			2,941.43				1,211.79				
					1,295.00				2,724.23				
<b>Month Total</b>	<b>14,536.20</b>	<b>11,106.32</b>	<b>10,787.64</b>	<b>12,995.54</b>	<b>16,088.77</b>	<b>6,380.23</b>	<b>Month Total</b>	<b>-</b>	<b>17,452.70</b>	<b>8,707.10</b>	<b>8,768.57</b>	<b>10,665.81</b>	<b>8,532.33</b>
<b>YTD Total</b>	<b>14,536.20</b>	<b>11,106.32</b>	<b>10,787.64</b>	<b>12,995.54</b>	<b>16,088.77</b>	<b>6,380.23</b>	<b>YTD Total</b>	<b>14,536.20</b>	<b>323,381.30</b>	<b>296,524.67</b>	<b>280,214.03</b>	<b>257,175.24</b>	<b>235,461.52</b>
February		4,619.91	2,407.77	4,002.84	1,896.88	1,015.31	August		2,660.87	3,829.36	2,612.45	287.65	558.35
		4,005.19	3,730.10	745.39	3,389.65	1,404.67			1,765.49	816.98	2,966.19	4,102.97	1,052.73
		2,496.46	2,737.88	1,068.20	2,253.01	3,413.92			2,063.40	3,795.83	3,341.65	598.85	2,072.03
		5,342.16	1,501.01	2,322.17	7,894.07	6,497.09			2,295.46	6,251.92	2,938.53	1,579.27	3,129.20
		6,548.41	3,901.93	2,136.35	3,450.18	2,685.50			2,604.64	8,025.66	12,092.09	796.15	3,391.96
		3,622.47	5,642.56	1,096.05	7,284.23	5,027.63			3,382.37	4,339.03	4,454.86	2,858.40	974.10
		10,353.79	5,514.66	6,451.52	6,401.96	12,077.62			5,375.62	2,792.48	3,949.49	2,999.52	3,656.99
		4,070.41	3,930.82	3,084.17	3,938.27	7,563.81			10,295.16	3,471.68	5,282.08	3,872.55	9,490.48
		3,383.23	6,012.74	2,957.36	9,162.41	12,150.83			5,874.30	3,390.52	4,640.61	2,002.72	4,257.91
		3,005.40	13,136.20	3,474.97	5,285.32	6,064.53			3,016.66	6,633.63	3,399.11	10,922.42	2,301.14
		6,547.53	5,077.55	6,582.47	2,990.39	4,692.13			13,960.49	3,120.92	3,342.39	3,133.12	3,039.24
		9,750.98	4,732.14	8,598.03	1,792.57	3,249.18			8,951.82	8,384.34	11,590.93	2,890.37	9,084.47
		4,213.67	3,829.76	3,307.50	6,598.77	3,987.61			9,552.47	9,133.52	3,208.11	3,089.07	6,918.54
		3,405.59	7,576.67	4,743.36	6,810.35	8,765.07			6,812.72	7,359.15	3,820.24	3,645.45	6,723.87
		12,458.33	9,851.55	2,607.12	2,690.03	2,068.74			3,583.75	9,538.05	4,954.41	7,891.69	5,651.24
		6,427.66	3,182.40		8,666.29	2,455.14			4,998.82	12,069.04	3,575.43	3,646.00	2,964.63
		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										
<b>Month Total</b>	<b>-</b>	<b>101,274.37</b>	<b>101,245.01</b>	<b>53,177.50</b>	<b>80,504.38</b>	<b>83,118.78</b>	<b>Month Total</b>	<b>-</b>	<b>101,299.81</b>	<b>93,141.59</b>	<b>87,953.25</b>	<b>74,802.77</b>	<b>75,386.88</b>
<b>YTD Total</b>	<b>14,536.20</b>	<b>112,380.69</b>	<b>112,032.65</b>	<b>66,173.04</b>	<b>96,593.15</b>	<b>89,499.01</b>	<b>YTD Total</b>	<b>14,536.20</b>	<b>424,681.11</b>	<b>389,666.26</b>	<b>368,167.28</b>	<b>331,978.01</b>	<b>310,848.40</b>
March		1,257.61	783.83	3,697.59	248.37	1,405.81	September		2,584.00	603.16	722.77	6,748.05	985.69
		698.14	3,009.96	14,873.64	657.58	2,778.22			616.31	652.51	1,185.50	5,660.63	5,439.47
		569.79	2,433.39	10,297.61	1,626.56	6,670.97			3,435.02	1,495.23	1,689.50	1,046.01	4,890.58
		3,494.33	2,436.95	7,124.89	641.62	2,530.21			2,464.57	1,485.68	584.15	3,657.63	2,727.80
		1,349.63	1,239.03	514.00	3,875.06	786.63			5,122.59	4,953.89	3,960.44	3,472.75	
		5,270.06	6,560.01	2,603.71	2,934.35	1,241.80			5,254.23	3,384.45	5,443.79	2,238.47	
		3,945.94	1,005.28	6,202.80	3,259.45	3,221.94			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			1,371.81	1,434.53	957.58	2,027.57	
		2,293.47	1,454.31	5,990.71	1,842.27	684.16			1,343.62		522.81	2,956.02	
		1,794.36	665.28	2,962.04	1,958.44	969.07						1,953.55	
				3,277.81									
				1,399.37									
<b>Month Total</b>	<b>-</b>	<b>24,454.34</b>	<b>20,770.51</b>	<b>61,396.14</b>	<b>19,269.96</b>	<b>21,729.30</b>	<b>Month Total</b>	<b>-</b>	<b>23,031.04</b>	<b>22,213.86</b>	<b>23,149.92</b>	<b>31,476.01</b>	<b>14,043.54</b>
<b>YTD Total</b>	<b>14,536.20</b>	<b>136,835.03</b>	<b>132,803.16</b>	<b>127,569.18</b>	<b>115,863.11</b>	<b>111,228.31</b>	<b>YTD Total</b>	<b>14,536.20</b>	<b>447,712.15</b>	<b>411,880.12</b>	<b>391,317.20</b>	<b>363,454.02</b>	<b>324,891.94</b>



HATFIELD BOROUGH  
Berkheimer Comparative  
2021-2026 Earned Income Tax

(Report as of 1/30/2026)

Month	2026	2025	2024	2023	2022	2021	Month	2026	2025	2024	2023	2022	2021
April		1,112.69	1,013.09	509.44	1,870.53	536.24	October		2,070.09	173.87	279.08	1,019.45	2,377.93
		3,045.67	2,710.09	1,322.59	313.47	806.74			666.76	1,411.08	558.53	624.14	538.51
		1,588.85	693.43	2,000.12	568.00	1,055.19			566.54	1,091.80	967.51	1,451.03	713.11
		2,298.06	842.73	1,714.05	1,210.64	1,634.74			2,252.14	2,010.96	1,063.05	1,269.68	1,485.07
		5,970.32	1,677.65	2,171.11	1,382.41	2,774.38			3,341.70	1,960.42	2,526.88	1,238.73	1,613.33
		3,105.53	1,585.29	3,157.99	2,075.59	2,051.28			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										
<b>Month Total</b>	-	<b>30,018.01</b>	<b>22,134.46</b>	<b>17,027.84</b>	<b>17,046.09</b>	<b>10,875.55</b>	<b>Month Total</b>	-	<b>11,340.58</b>	<b>16,750.71</b>	<b>12,928.98</b>	<b>8,565.25</b>	<b>16,253.25</b>
<b>YTD Total</b>	<b>14,536.20</b>	<b>166,853.04</b>	<b>154,937.62</b>	<b>144,597.02</b>	<b>132,909.20</b>	<b>122,103.86</b>	<b>YTD Total</b>	<b>14,536.20</b>	<b>459,052.73</b>	<b>428,630.83</b>	<b>404,246.18</b>	<b>372,019.27</b>	<b>341,145.19</b>
May		6,543.70	8,781.46	4,628.44	4,459.17	1,188.18	November		808.04	1,265.21	1,121.31	2,783.30	1,336.32
		2,406.71	667.83	4,483.43	1,765.84	3,580.10			3,772.99	2,065.46	3,727.85	2,389.34	2,617.40
		1,019.18	4,664.90	2,466.54	1,748.54	2,678.53			6,680.90	3,804.48	1,395.32	2,560.64	2,526.80
		8,252.40	4,572.56	1,140.31	2,575.59	4,367.02			3,444.88	2,439.53	3,142.46	2,071.58	2,168.99
		4,298.81	6,751.46	3,207.24	5,949.59	2,494.40			4,187.91	2,061.27	6,252.60	2,420.45	3,060.98
		794.25	6,557.56	4,531.82	6,157.15	6,748.51			13,020.86	3,796.67	676.04	6,962.82	2,349.77
		2,753.66	12,616.10	3,725.51	2,148.79	6,484.23			3,676.35	4,659.90	2,480.23	2,738.99	4,210.67
		15,074.86	4,175.13	2,092.75	7,045.81	5,750.03			4,266.10	16,609.47	2,017.77	4,376.47	5,545.46
		3,991.03	3,029.58	2,075.65	3,065.62	4,046.08			3,970.29	7,610.48	4,961.84	3,997.12	3,304.73
		5,354.91	12,617.25	2,928.69	5,923.99	5,506.50			5,042.50	4,180.11	11,981.60	6,450.32	15,209.01
		3,137.09	3,997.18	21,852.25	18,540.07	3,706.88			11,212.29	11,211.08	6,093.69	3,281.06	8,007.43
		4,592.41	2,279.73	6,033.62	6,503.78	3,567.78			8,923.89	4,241.22	2,667.81	4,063.54	2,132.28
		5,103.50	3,559.19	4,481.61	6,660.43	2,235.76			6,639.31	7,640.06	5,827.73	6,912.04	7,163.09
		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
		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
		5,634.66	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									
<b>Month Total</b>	-	<b>114,513.46</b>	<b>109,507.09</b>	<b>101,349.31</b>	<b>93,238.63</b>	<b>84,771.56</b>	<b>Month Total</b>	-	<b>82,046.39</b>	<b>91,352.70</b>	<b>89,341.25</b>	<b>59,641.77</b>	<b>73,044.29</b>
<b>YTD Total</b>	<b>14,536.20</b>	<b>281,366.50</b>	<b>264,444.71</b>	<b>245,946.33</b>	<b>226,147.83</b>	<b>206,875.42</b>	<b>YTD Total</b>	<b>14,536.20</b>	<b>541,099.12</b>	<b>519,983.53</b>	<b>493,587.43</b>	<b>431,661.04</b>	<b>414,189.48</b>
June		1,733.71	854.63	2,460.29	749.82	1,854.95	December		5,225.10	638.84	112.68	4,535.30	1,050.17
		834.83	557.79	1,446.48	1,451.89	719.21			8,867.37	2,112.36	703.08	3,659.25	1,162.50
		3,529.07	1,422.85	761.57	821.85	938.37			1,246.15	1,632.63	3,765.87	6,066.51	623.74
		4,655.85	2,155.89	1,688.05	779.03	6,367.26			989.97	6,338.10	6,484.80	3,291.29	549.87
		3,708.27	2,540.78	3,921.83	922.16	4,549.27			2,185.08	9,357.79	3,877.47	10,873.28	6,957.47
		3,749.27	1,318.03	13,916.30	3,719.00	3,905.34			13,177.91	1,877.24	1,808.60	3,202.02	4,385.64
		1,814.22	4,694.88	1,304.61	2,593.17	1,122.69			4,363.58	579.70	1,813.25	7,231.21	1,974.99
		2,233.86	3,639.27		3,000.31	596.68			740.33		287.77	827.51	1,126.54
		2,056.14	5,003.61		3,194.42							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	
<b>Month Total</b>	-	<b>24,562.10</b>	<b>23,372.86</b>	<b>25,499.13</b>	<b>20,361.60</b>	<b>20,053.77</b>	<b>Month Total</b>	<b>0.00</b>	<b>36,795.49</b>	<b>22,536.66</b>	<b>18,853.52</b>	<b>60,136.29</b>	<b>17,830.92</b>
<b>YTD Total</b>	<b>14,536.20</b>	<b>305,928.60</b>	<b>287,817.57</b>	<b>271,445.46</b>	<b>246,509.43</b>	<b>226,929.19</b>	<b>Grand Total</b>	<b>14,536.20</b>	<b>577,894.61</b>	<b>542,520.19</b>	<b>512,440.95</b>	<b>491,797.33</b>	<b>432,020.40</b>



HATFIELD BOROUGH  
Berkheimer Comparative  
2021 - 2026 LST TAX

(Report as of 1/30/2026)

Month	2026	2025	2024	2023	2022	2021		Month	2026	2025	2024	2023	2022	2021
January	723.28	246.70		2,756.36	332.14	93.44		July		1,517.83	596.38		106.14	377.25
	520.01	539.14		1,333.13									537.61	632.68
														910.77
<b>Month Total</b>	<b>1,243.29</b>	<b>785.84</b>	<b>0.00</b>	<b>4,089.49</b>	<b>332.14</b>	<b>93.44</b>		<b>Month Total</b>	<b>-</b>	<b>1,517.83</b>	<b>596.38</b>	<b>-</b>	<b>643.75</b>	<b>1,920.70</b>
<b>YTD Total</b>	<b>1,243.29</b>	<b>785.84</b>	<b>0.00</b>	<b>4,089.49</b>	<b>332.14</b>	<b>93.44</b>		<b>YTD Total</b>	<b>1,243.29</b>	<b>27,484.62</b>	<b>33,370.53</b>	<b>32,318.06</b>	<b>24,431.35</b>	<b>21,978.62</b>
February		769.47	1,891.88	1,527.79	1,403.93	436.37		August		494.39	359.63	738.18	820.39	615.85
		970.14	994.25	530.52	600.29	1,364.20				803.68	1,331.29	835.62	816.85	582.08
		501.66	6,184.99	6,599.42	794.83	4,918.01				4,747.20	6,732.45	1,573.00	1,041.91	4,919.27
		5,712.52	703.02		5,118.23	1,371.18				1,047.86	3,548.97	5,418.49	1,610.06	1,707.15
		2,403.31	2,034.39		1,417.42	865.50				1,197.49	1,961.73	1,755.89	5,563.93	
		855.42	3,446.61			528.58				2,354.75	727.09	575.80	2,346.73	
		157.20								549.25	645.86			
										39.30				
<b>Month Total</b>	<b>-</b>	<b>11,369.72</b>	<b>15,255.14</b>	<b>8,657.73</b>	<b>9,334.70</b>	<b>9,483.84</b>		<b>Month Total</b>	<b>-</b>	<b>11,233.92</b>	<b>15,307.02</b>	<b>10,896.98</b>	<b>12,199.87</b>	<b>7,824.35</b>
<b>YTD Total</b>	<b>1,243.29</b>	<b>12,155.56</b>	<b>15,255.14</b>	<b>12,747.22</b>	<b>9,666.84</b>	<b>9,577.28</b>		<b>YTD Total</b>	<b>1,243.29</b>	<b>38,718.54</b>	<b>48,677.55</b>	<b>43,215.04</b>	<b>36,631.22</b>	<b>29,802.97</b>
March			586.68	2,548.99	1,676.71	714.70		September		53.08		341.97	12.79	792.30
				2,754.35	719.06							757.00		285.87
				677.50										
<b>Month Total</b>	<b>-</b>	<b>-</b>	<b>586.68</b>	<b>5,980.84</b>	<b>2,395.77</b>	<b>714.70</b>		<b>Month Total</b>	<b>-</b>	<b>53.08</b>	<b>-</b>	<b>1,098.97</b>	<b>12.79</b>	<b>1,078.17</b>
<b>YTD Total</b>	<b>1,243.29</b>	<b>12,155.56</b>	<b>15,841.82</b>	<b>18,728.06</b>	<b>12,062.61</b>	<b>10,291.98</b>		<b>YTD Total</b>	<b>1,243.29</b>	<b>38,771.62</b>	<b>48,677.55</b>	<b>44,314.01</b>	<b>36,644.01</b>	<b>30,881.14</b>
April		166.19		12.78	34.39			October		622.29	512.68	616.28		311.77
				704.28							1,068.96			734.10
				102.20										
<b>Month Total</b>	<b>-</b>	<b>166.19</b>	<b>-</b>	<b>819.26</b>	<b>34.39</b>	<b>-</b>		<b>Month Total</b>	<b>-</b>	<b>622.29</b>	<b>1,581.64</b>	<b>616.28</b>	<b>-</b>	<b>1,045.87</b>
<b>YTD Total</b>	<b>1,243.29</b>	<b>12,321.75</b>	<b>15,841.82</b>	<b>19,547.32</b>	<b>12,097.00</b>	<b>10,291.98</b>		<b>YTD Total</b>	<b>1,243.29</b>	<b>39,393.91</b>	<b>50,259.19</b>	<b>44,930.29</b>	<b>36,644.01</b>	<b>31,927.01</b>
May		1,688.06	24.84	917.64	302.48	460.51		November		824.79	11.79	477.42	168.78	919.18
		684.84	1,473.73	898.99	630.75	1,692.90				846.24	774.48	1,807.29	1,869.63	818.70
		1,872.65	1,608.53	6,126.23	1,636.87	517.49				6,006.31	6,972.16	5,575.60	558.15	1,731.16
		5,396.51	6,315.56	1,529.61	4,688.75	5,320.14				669.41	858.90	1,922.44	634.79	4,311.42
		2,235.47	3,317.12	2,371.80	1,415.42	715.32				790.88	2,111.55	544.36	5,849.85	
				1,642.82	7.86					1,851.42	667.64	1,895.38	1,857.02	
													1,083.96	
													1,770.42	
<b>Month Total</b>	<b>-</b>	<b>11,877.53</b>	<b>12,739.78</b>	<b>11,844.27</b>	<b>10,317.09</b>	<b>8,714.22</b>		<b>Month Total</b>	<b>-</b>	<b>10,989.05</b>	<b>11,396.52</b>	<b>12,222.49</b>	<b>13,792.60</b>	<b>7,780.46</b>
<b>YTD Total</b>	<b>1,243.29</b>	<b>24,199.28</b>	<b>28,581.60</b>	<b>31,391.59</b>	<b>22,414.09</b>	<b>19,006.20</b>		<b>YTD Total</b>	<b>1,243.29</b>	<b>50,382.96</b>	<b>61,655.71</b>	<b>57,152.78</b>	<b>50,436.61</b>	<b>39,707.47</b>
June		679.53	799.16	590.01	141.38	536.24		December		1,056.47	2,802.74	485.35	71.87	1,677.02
		1,087.98	2,448.29	336.46	521.24	515.48				271.43		887.93	769.15	26.53
			945.10		710.89							25.55	150.32	585.76
<b>Month Total</b>	<b>-</b>	<b>1,767.51</b>	<b>4,192.55</b>	<b>926.47</b>	<b>1,373.51</b>	<b>1,051.72</b>		<b>Month Total</b>	<b>-</b>	<b>1,327.90</b>	<b>2,802.74</b>	<b>1,398.83</b>	<b>991.34</b>	<b>2,289.31</b>
<b>YTD Total</b>	<b>1,243.29</b>	<b>25,966.79</b>	<b>32,774.15</b>	<b>32,318.06</b>	<b>23,787.60</b>	<b>20,057.92</b>		<b>Grand Total</b>	<b>1,243.29</b>	<b>51,710.86</b>	<b>64,458.45</b>	<b>58,551.61</b>	<b>51,427.95</b>	<b>41,996.78</b>

## **5. REPORTS AND CORRESPONDENCE:**

### **Monthly YTD Report**

**Combination of Funds 2025**  
**YTD as of NOVEMBER 30, 2025**

	Revenues	Expenses	Budgeted		Expenses	% Expenses Used
			Revenues	% Revenues Received		
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	807,145.76	788,366.76	\$11,220,323.97	7.19%	\$11,070,725.93	7.12%
Total	\$10,703,957.96	\$8,993,548.43		95.40%		81.24%

**5. REPORTS AND  
CORRESPONDENCE:**

**Monthly Zoning Hearing  
Board Applications**

**5. REPORTS AND  
CORRESPONDENCE:**

**MCPC Steering Committee  
Report**



**5. REPORTS AND  
CORRESPONDENCE:**

**Hatfield 250 Committee  
Report**

## **5. REPORTS AND CORRESPONDENCE:**

### **Police Department Report**

## **5. REPORTS AND CORRESPONDENCE:**

### **Fire Department Report**

## **5. REPORTS AND CORRESPONDENCE:**

### **EMS Report**

## **5. REPORTS AND CORRESPONDENCE:**

### **Public Works Department Report**



Stephen S. Fickert Jr  
Public Works Director/Report for January, 2026

Thursday, January 1, 2026

- Off for New Years Day

Friday, January 2, 2026

- Off for New Year

Saturday, January 3, 2026

Sunday, January 4, 2026

Monday, January 5, 2026

- Collected trash from parks & buildings
- Collected curbside Christmas trees
- Emptied salt from dump truck
- Washed and greased dump truck
- Responded to a power outage on N Maple Ave. (See attached outage report)
- Steve took off

Tuesday, January 6, 2026

- Marked PA 1 calls
- Finished collecting curbside Christmas trees
- Cleaned off bucket truck from power outage

Wednesday, January 7, 2026

- Cleaned up PW shop
- Stock piled stone at PW shop

Thursday, January 8, 2026

- Stock piled stone at PW shop
- Cleaned up PW shop

Friday, January 9, 2026

- Hosted retirement party for Ed

Saturday, January 10, 2026

Sunday, January 11, 2026

Monday, January 12, 2026

- Collected trash from parks & buildings
- Checked radios in PW trucks
- Refueled vehicles

Tuesday, January 13, 2026

- Removed lights on victorian light posts
- Marked PA 1 calls
- Put out pedestrian crossing signs

Wednesday, January 14, 2026

- Worked with Eddie's Electric fixing a house service
- Picked up inlet box for upcoming storm sewer replacement job

Thursday, January 15, 2026

- Chipped branches and Xmas trees at PW Shop
- Hooked up salt spreader on 57-3

Friday, January 16, 2026

- Loaded trucks with salt
- Hooked up plows
- Worked with Carr & Duff at 43 Roosevelt Ave

Saturday, January 17, 2026

- Salted and plowed roads as needed

Sunday, January 18, 2026

- Salted and plowed roads as needed

Monday, January 19, 2026

- Cleared Borough owned sidewalks
- Spot salted roads as needed
- Started unloading salt, checking bolts, washing, and greasing trucks

Tuesday, January 20, 2026

- Continued unloading salt, checking bolts, washing, and re-fueling & greasing trucks

Wednesday, January 21, 2026

- Started clearing snow on streets from parked cars
- Replaced lights on 57-10
- Dropped off 57-6 to Kaler Motors for inspection & service

Thursday, January 22, 2026

- Continued clearing snow on streets from parked cars

Friday, January 23, 2026

- Continued clearing snow on streets from parked cars
- Loaded salt on trucks
- Put plows on

Saturday, January 24, 2026

Sunday, January 25, 2026

- Salted and plowed roads as needed

Monday, January 26, 2026

Tuesday, January 27, 2026

- Cleared borough owned sidewalks
- Started unloading salt, checking bolts, washing, and greasing trucks

Wednesday, January 28, 2026

- Started clearing snow on streets from parked cars
- Continued unloading salt, checking bolts, washing, and greasing trucks
- Salted borough owned sidewalks

Thursday, January 29, 2026

- Continued clearing snow on streets from parked cars
- Started shoveling out storm sewer inlets
- Dropped off 57-10 at Franconia Auto for inspection

Friday, January 30, 2026

- Continued clearing snow on streets from parked cars
- Continued shoveling out storm sewer inlets
- Dropped off compact utility tractor at Littles

Saturday, January 31, 2026

## **Hatfield Borough Council**

**From:** Stephen S. Fickert

**Subject:** Work accomplished during the month of January, 2026

---

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

**Electric Department-** Worked with Carr & Duff restoring power on North Maple Avenue. Worked with Eddie's Electric fixing a house service on North Main Street. Worked with Carr & Duff energizing new units on North Girard Terrace.

**Equipment Maintenance** - Pressure washed & greased trucks. Replaced lights on 57-10. Dropped off 57-6 at Kaler Motors for yearly inspection. Dropped off 57-10 at Franconia Auto for yearly inspection. Dropped off the compact utility tractor at Littles for repairs.

**Street Maintenance** - Inlets were cleaned as needed. Marked out PA-1 calls. Replaced/fixed street signs as needed. Plowed and salted roads as needed.

**Building Maintenance** -

**Storm/Sanitary Sewer Department** - Removed snow from around storm sewer inlets

DATE: 1/5/2026

POWER OFF: 12:43 PM

POWER ON: 3:22 PM

PROPERTIES AFFECTED: 42, 46, 49, 51, 61, 69, 71, 75 N Maple Ave

EMPLOYEES RESPONDING: Ed, James, & Wyatt

CONTRACTOR CALLED: Carr & Duff

TIME: 12:56 PM

ARRIVED: 2:30 PM

CAUSE OF OUTAGE: Bad Fuse

REPAIRS MADE: Replaced the fuse

Additional Notes: \_\_\_\_\_



## **5. REPORTS AND CORRESPONDENCE:**

### **Engineering Report**

## **5. REPORTS AND CORRESPONDENCE:**

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

## **Code, Zoning and Fire Safety Report – January 2026**

### **Fire Inspections**

Final fire inspection report is being compiled and completed for submittal.

### **Rental Inspections**

Final rental inspection is being compiled and completed for submittal.

### **Resale Inspections (2 Total)**

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

### **Permits (12 Total Processed)**

- (1) Roofing
- (2) Sewer Lateral
- (4) HVAC
- (2) Electric
- (1) Residential addition
- (1) Residential alteration
- (1) Plumbing

### **Notice of Violations (5 Total new)**

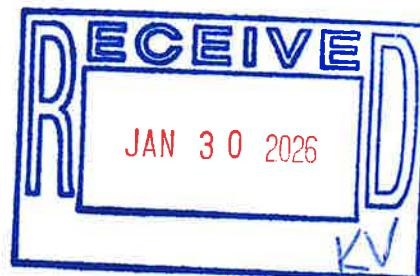
- 5 door hanger violations submitted for snow removal

### **Non-Traffic Citations (1 Total New)**

■ N Main St – Illegal Use and Occupancy  
Blaine Ave - Rubbish

### **Zoning Hearing Board Applications: (0 Total New)**

Submitted by,  
Ryan Giatto  
Code & Zoning Enforcement



## **5. REPORTS AND CORRESPONDENCE:**

### **Fire Marshal / Fire Safety Inspection Report**

## **5. REPORTS AND CORRESPONDENCE:**

### **Pool Advisory Report**

**5. REPORTS AND  
CORRESPONDENCE:**

**Junior Council Person  
Report**



## **6. MANAGERS REPORT:**



# Borough of Hatfield

Montgomery County, Pennsylvania

## MANAGER'S REPORT

### General Report and Projects Update

#### **1. Land Use & Development Updates:**

##### **A. Bennetts Court Land Development**

- Paving & Final Improvements
- Settlements Occurring
- Escrow Release No. 1 Sitework Approved

##### **B. 43 Roosevelt Land Development**

- Recorded Plans
- Starting Construction – Early September
- Escrow Release No. 1 Sitework Approved

##### **C. 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

##### **D. 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

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](http://www.hatfieldborough.com)

**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 Completed, 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**

- 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. 2026 Project Updates:**

**A. 2026 Curb Ramp and ADA Project**

**B. 2026 Union Street Storm Sewer Project**

**6. PMEA Update:**

**7. Public Information Officer Update:**

**8. Items of Interest:**

**A. Partnership TMA Trailblazers Advisory Group**

Respectfully Submitted,  
Jaime E. Snyder, Borough Manager  
February 4, 2026

An Online Community Event By: \_\_\_\_\_



# LIBERTY BELL TRAILBLAZERS PROJECT ADVISORY GROUP



**Join us for the kickoff meeting of the  
Liberty Bell Trailblazers Project Advisory Group!**

This informal online gathering of local advocates, interested citizens, and regional stakeholders will help us to develop the project, as well as being a forum for discussion and information sharing.



**TUESDAY**

February 10, 2026



**TIME:**

6:30PM - 7:30PM



SCAN HERE



**LIBERTY BELL  
TRAILBLAZERS**  
EST. 2025

**Lead Support  
Provided By:**

**WilliamPenn**Foundation

[www.partnershipfortransportation.org](http://www.partnershipfortransportation.org)

## **7. NEW BUSINESS /** **DISCUSSION ITEMS:**

**8. OLD BUSINESS:**

**A. Heckler Property Estate  
Road Opening Request  
Resolution**



**DRAFT**

**BOROUGH OF HATFIELD  
RESOLUTION NO. 2026-\_\_\_\_\_  
PERMITTING THE ISSUANCE OF A STREET OPENING PERMIT TO  
THE HECKLER ESTATE FOR WEST SCHOOL STREET IN THE  
BOROUGH**

WHEREAS, the Borough of Hatfield has enacted an ordinance which restricts the opening of recently paved streets owned by the Borough in order to preserve Borough resources and public works expenditures, and

WHEREAS, In 2020, Howard Heckler completed a subdivision which created 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 a 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.the Lots. A copy of the Plan of Subdivision is attached hereto as Exhibit A. Mayor Heckler has since died. To settle the Estate under the terms of Mr. Heckler's last will and testament, the Estate desires to sell the Lots now and

WHEREAS, the Estate has filed an application seeking relief from the Hatfield Borough Code of Ordinances, and specifically, Ordinance section 21-110 which provides in part:

“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,” and

WHEREAS, West School Street was last paved in 2024, and five years has not yet elapsed since it was paved, and without being able to open West School Street for the installation of utilities, the lots cannot be built and occupied as single family residences for several years. and

WHEREAS, the Borough engineer has reviewed the application the plans and has written a review letter with regulations and instructions as of December 23, 2025, attached hereto as Exhibit B and incorporated herein except as specifically modified herein to protect the Borough’s interest if a street opening permit is granted, and

WHEREAS, Borough Council is willing to grant the street opening permit under certain conditions as permitted by its ordinances,

NOW, THEREFORE, BE IT RESOLVED, after discussion that Borough Council approves the requested street opening permit with these conditions:

1. Except as modified herein, the Applicant shall follow all of the conditions of the Bursich Associates “Heckler Estate West School Street Street Opening Permit,” attached hereto as Exhibit A, including but not limited to :

- (a) Full curb-to-curb repaving along the entire street frontage of the two properties;
- (b) Financial security for the construction, inspection, and professional fees incurred by the Borough for this permit shall be posted before any construction begins, including contingencies for unforeseen circumstances in an amount satisfactory to the Borough Engineer;
- (c) Maintenance security in an amount equal to fifteen (15%) of the construction escrow shall be posted to fund any needed repairs for eighteen (18) months after the paving has been deemed completed to the Borough’s satisfaction;
- (d) Contractors shall follow all Site safety requirements;
- (e) All contractors that will perform work must be pre-approved by the Borough prior to performing any work or staging or storing equipment or materials and carry Insurance and Indemnification requirements, to the Borough Solicitor’s satisfaction.
- (f) The Applicant shall submit material and construction specifications for Borough approval prior to construction.

2. The Applicant shall sign a Financial Security escrow agreement that permits the Borough to use the funds to restore the paving, curbing or any other damaged or demolished public infrastructure if the Contractors do not do so properly.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ at a public meeting of the  
Borough Council duly advertised with \_\_\_\_ Council Members,  
\_\_\_\_\_ voting “Aye” and \_\_\_\_\_ voting  
“Nay.”

HATFIELD BOROUGH COUNCIL

By: \_\_\_\_\_  
RICHARD GIRARD, PRESIDENT

ATTEST:

\_\_\_\_\_  
JAIME SNYDER, BOROUGH SECRETARY

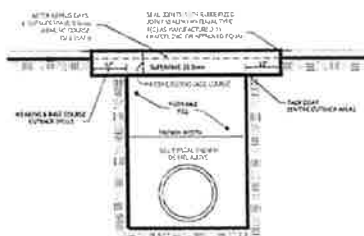
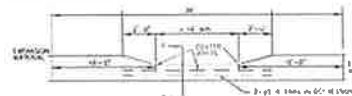
Approved this \_\_\_\_\_ day of February 2026.

\_\_\_\_\_  
MARY ANNE GIRARD, MAYOR  
BOROUGH OF HATFIELD

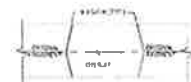
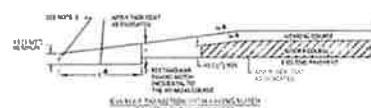
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ROAD RESTORATION WITHIN BROUGH-ROADS  
PRIOR TO MILLING AND PAVING OF WEARING COURSE[illegible]

CONCRETE CURB DETAIL



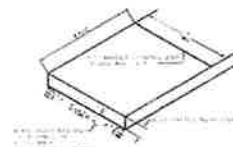
PLAN 57107  
"SEA/24" 5457076  
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**SEE PAGE 4 FOR  
CONTINUED ABSTRACTS**

[illegible]

OVERLAY TRANSMISSION WITH PAYING METER



1. 下列各句，没有语病的一项是（3分）

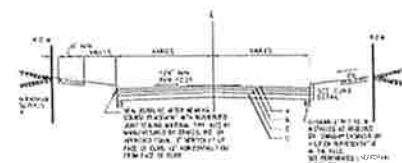
A. 随着“一带一路”的深入推进，沿线国家间贸易往来日益频繁，经济合作日益密切。

B. 通过这次活动，使我们认识到了团队合作的重要性。

C. 他不仅学习成绩优秀，而且体育方面也有特长。

D. 为了防止此类事件不再发生，学校加强了校园安全管理。

FRANCIS J. DAVALL



1. THE RESEARCHER HAS CONDUCTED A RESEARCH WITH THE FOLLOWING  
OBJECTIVE: TO DETERMINE THE EFFECT OF THE USE OF THE  
TECHNOLOGY OF THE COMPUTER IN THE TEACHING OF THE  
MATHEMATICS IN THE SECOND GRADE OF THE ELEMENTARY SCHOOL.  
THE RESEARCH WAS CONDUCTED IN THE SECOND GRADE OF THE  
ELEMENTARY SCHOOL OF THE CITY OF RIO DE JANEIRO, AND IS  
MADE TO THE FOLLOWING:

2. FROM THE RESEARCH OF THE RESEARCHER, THE FOLLOWING CONCLUSIONS WERE  
OBTAINED: THE USE OF THE TECHNOLOGY OF THE COMPUTER IN THE  
TEACHING OF THE MATHEMATICS IN THE SECOND GRADE OF THE  
ELEMENTARY SCHOOL OF THE CITY OF RIO DE JANEIRO, HAS  
PROVED TO BE EFFECTIVE IN THE TEACHING OF THE  
MATHEMATICS IN THE SECOND GRADE OF THE ELEMENTARY SCHOOL.

TYPICAL CROSS SECTION  
OF RESIDENTIAL STREETS

### DRIVEWAY AND CHALK CUTS

- [illegible]

RESIDENTIAL;  
6" THICK CONCRETE SLAB AS  
FLOOR SLAB WITH 4" DIA. (2) IN. 4" DIA. (2) IN.  
WATER 6" DIA. 1/2 X 1/2 DIA. WATER TIGHTEN  
TOP SURFACE OF THE CONCRETE ON  
A 2" DEEP TONGUE (2) IN. (2) IN.

### CONSTRUCTION NOTES

1. CONSTRUCTION NOTES
2. 1. IDENTIFY MATERIALS AND OVERLAP OF IS
3. 2. ASSESS DAMAGE TO THE FOUNDATION OF
4. 3. IDENTIFY THE TYPE OF DAMAGE TO THE AND
5. 4. ASSESS DAMAGE TO THE FOUNDATION
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### CONCRETE DRIVEWAY RAMP



SYRIZA, PART 2  
 SO THUS

[illegible]

December 23, 2025

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

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](http://www.vancleefengineering.com)

Hillsborough, NJ  
908-359-8291

Mt. Arlington, NJ  
862-284-1100

Phillipsburg, NJ  
908-454-3080

Doylestown, PA  
215-345-1876

Pottstown, PA  
610-323-4040

Hamilton, NJ  
609-689-1100

Toms River, NJ  
732-573-0490

Freehold, NJ  
732-303-8700

Bethlehem, PA  
610-332-1772



**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.

Heckler Estate – West School Street  
Street Opening Permit  
December 23, 2025  
Page 4 of 4

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 484-941-0418 or [ccamburn@vancleefengineering.com](mailto:ccamburn@vancleefengineering.com).

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*)

## **8. OLD BUSINESS:**

### **B. PennDOT Master Casting Agreement Resolution**

UCL43C

**BOROUGH OF HATFIELD**  
**MONTGOMERY COUNTY, PENNSYLVANIA**  
**RESOLUTION No. 2026-01**

BE IT RESOLVED by authority of the Borough Council of the Borough of  
  
Hatfield, Montgomery County, and it is hereby resolved by authority of the same, that the  
  
Borough Manager of said company be authorized and directed to sign the attached  
  
Agreement on its behalf and that the Council President be authorized and directed to attest  
  
the same.

**Borough of Hatfield**

Attest:

\_\_\_\_\_  
**Richard Girard, Council President**

BY: \_\_\_\_\_  
**Jaime E. Snyder, Borough Manager**

I, Jaime E. Snyder, Borough Manager of Hatfield Borough, do hereby certify  
that the foregoing is a true and correct copy of the Resolution adopted at a regular  
meeting of the Hatfield Borough Council, held the 4<sup>th</sup> day of February, 2026.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Jaime E. Snyder, Borough Manager**

## 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
		<b>\$1,501.34 – TOTAL</b>

## 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
		<b>\$70.66 - TOTAL</b>

### 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:         215-855-0781  
E-mail:         jsnyder@hatfieldborough.com

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

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Title

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Telephone

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Address

\_\_\_\_\_  
Address

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***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 as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. 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.

## **8. 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.



**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](http://www.cohenlawgroup.org)**

**(412) 447-0130**

**November 3, 2025**

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### **EXHIBIT A: FLAT FEE CHART**

## 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 as 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.<sup>1</sup> The addition of new revenue sources in the definition of “gross revenues” would increase franchise fee revenue to the municipalities.<sup>2</sup>** 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.

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<sup>1</sup> 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.

<sup>2</sup> 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

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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.
- 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.<sup>3</sup>

### **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

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<sup>3</sup> 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.<sup>4</sup>

#### **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

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<sup>4</sup> 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	<b>\$5,360</b>	<b>\$3,920</b>	<b>\$9,280</b>		<b>\$8,352</b>
		10,000-20,000	<b>\$6,160</b>	<b>\$4,720</b>	<b>\$10,880</b>		<b>\$9,792</b>
		>20,000	<b>\$6,960</b>	<b>\$5,520</b>	<b>\$12,480</b>		<b>\$11,232</b>
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

## **8. OLD BUSINESS:**

### **D. 2026 Council Meeting Dates**

## **9. ACTION ITEMS:**

**A. Motion to Approve  
Resolution 2026-01 the  
PennDOT Master Casting  
Agreement and Authorize  
Borough Manager, Jaime  
E. Snyder to sign the  
Agreement**

## **9. ACTION ITEMS:**

**B. Motion to Approve the  
Cohen Law Group Verizon  
Franchise Renewal  
Services Agreement and  
Authorize Borough  
Manager, Jaime E. Snyder  
to sign the Agreement**

## **10. MOTION to ADJOURN:**

**EXECUTIVE SESSION: Real  
Estate, Litigation, &  
Personnel**