



**HATFIELD TOWNSHIP BOARD OF COMMISSIONERS
WORKSHOP MEETING AGENDA
OCTOBER 14, 2020
7:30 PM**

I. CALL TO ORDER

II. ROLL CALL

- COMMISSIONER PRESIDENT ZIPFEL
- COMMISSIONER VICE PRESIDENT RODGERS
- COMMISSIONER ANDRIS
- COMMISSIONER LEES
- COMMISSIONER ZIMMERMAN

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

V. CITIZENS' COMMENTS – AGENDA ITEMS ONLY

Attention: Board of Commissioner Meetings are Video Recorded
All comments made at the podium. Please state your name and address for the record.
Comments are guided by Resolution #10-10.

VI. CONSENT ITEMS

Motion to Enter into the Record

- A.** Police Report – September
- B.** HTMA Monthly Budget Report – August
- C.** HTMA Monthly Meeting Minutes – June 9, July 14

VII. MOMENT OF SILENCE

Edward "Gary" Minnick, Fallen Colmar Volunteer Firefighter

VIII. SPECIAL ITEM

- A.** Recognition of Poll Workers from Wards 4 &5

IX. COMMITTEE REPORTS

A. Planning and Zoning Committee – Vice President Rodgers

1. Cowpath and Broad LLC; Wawa – Land Development Discussion
2. Sewer Lateral Inspection Requirement - Discussion

B. Public Works Committee – Commissioner Lees

1. Leaf Pickup Schedule – 11/2, 11/16, and 12/7
2. Capital Purchase – Caterpillar 306 Excavator - \$79,569 (as budgeted)

C. Parks and Recreation Committee – Commissioner Zimmerman

D. Public Safety Committee – President Zipfel

E. Finance Committee – Commissioner Andris

1. 2021 Pension Obligations
2. Early Retirement Incentive

X. TOWNSHIP STAFF REPORTS

A. Township Manager’s Report

XI. SOLICITOR’S REPORT

XII. CITIZENS’ COMMENTS

*Attention: Board of Commissioner Meetings are Video Recorded
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Comments are guided by Resolution #10-10.*

XIII. ADJOURNMENT



Hatfield Township Police Activity Report

The timeframe for this report is 9/01/20 – 9/30/20

(2326) Incidents were handled by Officers

(137) Selective Enforcements were conducted

(17) Non -Traffic** arrests were made

(461) Traffic Citations were issued

(39) Parking Tickets were issued

(164) Traffic Courtesy/ Warnings Notices were issued

(525) Night Eyes/ Business checks/Directed Patrols were conducted

(22) Criminal* Arrests were made

(2) DUI

(1) DUI's w/Accident

(15) Thefts were reported

Addendum:

***Criminal Arrests involved the following charges:** DUI, Drug Possession, False Imprisonment, PFA Violation, Receiving Stolen Property, Recklessly Endangering Another Person, Simple Assault, Theft By Unlawful Taking, Theft Of Property Lost ETC. By Mistake, Unlawful Restraint, Warrant Arrest.

**** Non-Criminal arrests were made for:** Control Of Alarm Devices, Disorderly Conduct, Harassment, Misc. Boro Ordinance Violation, Misc. Township Ordinance, Public Drunkenness, Storage Of Alcoholic Beverage On Unlicensed Business Premises, Scattering Rubbish, Tethering Of Unattended Dog.

**Hatfield Township Municipal Authority
Monthly Budget Report**

Fiscal Year April 1, 2020 through March 31, 2021

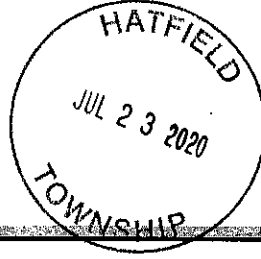
Fiscal Month #8 of 12

		August	Fiscal Year To Date	Budgeted
INCOME:	Capital			
	Tapping Fees	\$13,384.00	\$17,208.00	\$45,000.00
	Front Foot Assessment	\$0.00	\$0.00	\$0.00
	Hatfield Borough Interceptor Share	\$0.00	\$110,996.39	\$230,000.00
	Montgomery Twp. Capital	\$0.00	\$0.00	\$70,000.00
	Montgomery Twp. Debt Service	\$0.00	\$0.00	\$0.00
	Total - Capital Income	\$13,384.00	\$128,204.39	\$345,000.00

		August	Fiscal Year To Date	Total Paid To Date
EXPENSES:	Capital			
	2019 I/I Mitigation Plan	\$4,163.25	\$17,366.80	\$17,366.80
	Plant Paving	\$0.00	\$0.00	\$0.00
	Centrifuge #2 Control System	\$0.00	\$0.00	\$76,000.00
	Orvilla Road Pump Installation	\$0.00	\$0.00	\$0.00
	Centrifuge #2 Overhaul	\$0.00	\$0.00	\$0.00
	Stack Testing	\$0.00	\$0.00	\$0.00
	Maintenance Truck	\$0.00	\$0.00	\$0.00
	2020-2021 Lining Contract	\$0.00	\$0.00	\$0.00
	Upper Interceptor Upgrade	\$670.75	\$7,646.50	\$818,101.49
	Sumitoma Gear Box	\$0.00	\$0.00	\$0.00
	Incinerator Roof	\$0.00	\$0.00	\$0.00
	Incinerator Shell Liner	\$0.00	\$0.00	\$0.00
	Admin Building HVAC	\$0.00	\$0.00	\$0.00
	Afterburner Rehab	\$0.00	\$0.00	\$0.00
	New Polymer Feed System	\$0.00	\$0.00	\$0.00
	Trucked Waste Diffusers	\$0.00	\$0.00	\$0.00
	Schwing Pump Spare Parts	\$0.00	\$0.00	\$0.00
	Wet Weather System Pump	\$0.00	\$0.00	\$0.00
	CEM System	\$7,241.00	\$34,904.00	\$40,844.00
	Total - Capital Expenses	\$12,075.00	\$59,917.30	\$952,312.29

Hatfield Township

MUNICIPAL AUTHORITY



Ralph Harvey, *Chairman*
Donald Atkiss, *Vice Chairman*
George Landis, *Asst. Secretary*
Barry Wert, *Secretary / Asst. Treasurer*
Charles Sibel, *Treasurer*

GHD Inc - *Engineer*

Hamburg, Rubin, Mullin,
Maxwell & Lupin - *Solicitor*

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY
PUBLIC MEETING
JUNE 9, 2020

I. The meeting of the Hatfield Township Municipal Authority was held on June 9, 2020, at 3200 Advance Lane, Colmar, PA,

II. The Hatfield Township Municipal Authority was called to order at 7:32 p.m. The following Authority members were present in person: Ralph Harvey, George Landis and Barry Wert. Also in person: Peter Dorney, Executive Director and Joseph Stammers, Plant Manager. The Board members attending remotely: Donald Atkiss. Attending by speaker phone: Charles Sibel. Also remotely: Paul Mullin, Solicitor and Stan Chilson, GHD Eng. Remote attendance was done due to the ongoing situation with Covid19, in order to facilitate social distancing.

III. Approval of minutes for May 12, 2020 – Motion was made by George Landis to approve the minutes as presented, seconded by Donald Atkiss and approved by the Authority.

IV. Citizens comments – no report

V. Union – Motion was made by George Landis to approve the Union Contract One Year Extension, seconded by Barry Wert and approved by the Authority.

VI. Montgomery Township – no report

VII. Executive Directors report

A. Upper interceptor – The contractor is starting the restoration today.

B. CEM system – Mr. Dorney was told by Trace that it would be very prudent to order a new CEM system for our daily stack monitoring. Our current system is 20 years old. Parts are getting harder to get. The quote was supplied to the Board members in their packets. The price is \$72,410.00. Motion was made by Barry Wert to make the purchase, seconded by George Landis and approved by the Authority.

C. Administration building addition – GHD gave us a rough estimate for an addition to the administration building – approximate cost \$250,000.00, including engineering and design costs. It doesn't include sprucing up the existing office with a better security system for the office. We are going to come up with some design ideas.

D. Baum property – nothing new to report, other than the Township approved their submittal to DEP of the planning module.

E. Old Incinerator removal – Received rough estimate from our incinerator repair company for demolition of and the removal of our old incinerator. They estimate to be about \$250,000.00, unless they find asbestos, in which case it would cost more. For now, we are not going to immediately have it removed.

F. DEP/Stack test – The report is finished and submitted. There will be a phone conference call with DEP once the protocol reviewer frees up some time, so that we can hopefully discuss moving forward.

G. Maintenance truck – Matt has found a truck that is still in stock for \$37,000.00, includes the plow package preparation, but not the plow and installation. Motion was made by Barry Wert to purchase the truck and gave authorization to sing paperwork if need be, seconded by George Landes and approved by the Authority.

VIII. Pretreatment report – Mr. Stammers is contacting dental offices that still haven't responded for EPA's amalgam rules.

IX. Engineer report – The following requisitions were submitted:

Project #2019-9490 – Upper Interceptor Upgrade \$1,282.25

X. Solicitor's report

A. Mr. Mullin reported that he has been working with Ms. Stinson on the delinquent accounts, from before and after Covid19. Currently there is 24 residential accounts and 3 commercial accounts that should be liened in order to protect us if they should declare bankruptcy. There was a lengthy discussion, with questions and answers on how to proceed with collections during and after Covid19. Including whether or not they should get a break on penalties and interest on past due amounts. Mr. Mullin report that Ms. Stinson and he came up with letters that should be mailed out. After we are in the Green stage we will be able to turn water off for failure to pay the sewer bills.

B. Fire House Agreement – George Landes made the motion to sign the Colmar Fire House PSA agreement stating that any HTMA costs due would be waived, seconded by Donald Atkiss and approved by the Authority.

XI. Treasurer's report – After questions and answers on the security cameras Charles Sibel made the motion to pay the bills and requisitions as submitted, seconded by Barry Wert and approved by the Authority.

XII. Old Business

A. New bills – Our new machine came in for the new billing format.

XIII. New Business

A. Salaried increases – At this time the Board went into executive session to discuss salary increases. The meeting reconvened at 8:58 p.m. Motion was made by Barry Wert to approve the discussed salary

increases as agreed upon in Executive Session, seconded by George Landes and approved by the Authority.

XIX. Other Business

- A. Next month's meeting will be all in attendance at HTMA with social distance seating.
- B. We may have to increase our DEP CD for closure costs.
- C. We sold the old maintenance truck and the old salt spreader on Municibid.

XV. Adjournment – George Landes made the motion to adjourn the meeting at 9:00 p.m., seconded by Barry Wert and approved by the Authority.

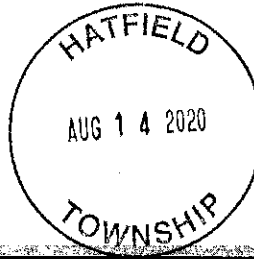
Submitted by,

A handwritten signature in black ink, appearing to read 'Barry Wert'. The signature is stylized and written over the printed word 'Secretary'.

Secretary

Hatfield Township

MUNICIPAL AUTHORITY



Ralph Harvey, *Chairman*
Donald Atkiss, *Vice Chairman*
George Landis, *Asst. Secretary*
Barry Wert, *Secretary / Asst. Treasurer*
Charles Sibel, *Treasurer*

GHD Inc ~ *Engineer*

Hamburg, Rubin, Mullin,
Maxwell & Lupin ~ *Solicitor*

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY
PUBLIC MEETING
July 14, 2020

I. The meeting of the Hatfield Township Municipal Authority was held on July 14, 2020, at 3200 Advance Lane, Colmar, PA.

II. The Hatfield Township Municipal Authority was called to order at 7:56 p.m. The meeting had a late start due to being in Executive Session to discuss personnel matters. The following Authority members were present: Donald Atkiss, Ralph Harvey, George Landes, Charles Sibel and Barry Wert. Also present: Peter Dorney, Executive Director and Paul Mullin, Solicitor. Stan Chilson, GHD Eng. was present remotely.

III. Approval of minutes for June 9, 2020 – George Landes made the motion to approve the minutes as presented, seconded by Donald Atkiss and approved by the Authority.

IV. Citizens comments – no report

V. Union – no report

VI. Montgomery Township – no report

VII. Executive Directors report

A. Upper interceptor – Doli was to have finished on Monday, July 13th.

B. Solid Waste Permit – This is the first of 3 DEP permits to be renewed in the next 2 years. GHD has presented their proposal for the solid waste permit application process. Motion was made by Barry Wert for GHD to proceed with the permit application process, seconded by George Landes and approved by the Authority.

C. Administration building addition – A general cost had been submitted at June's meeting. Barry Wert made the motion to have GHD begin design on the addition, seconded by Donald Atkiss and approved by the Authority.

D. Baum property – Plans for the 2 pump stations have been submitted to HTMA for review.

E. SCADA System – We need to upgrade the SCADA system from Windows 7 to Windows 10. This will require new licensing and support for the Wonderware software development on each of our 5

computers. Wonderware cost will be \$28,387.00. Motion to approve was made by Barry Wert, seconded by Charles Sibel and approved by the Authority.

F. DEP/Stack test – Stan Chilson is sending RFP's to testers. We would like to move the testing from Feb. to Nov., but DEP is now saying we need to expect 5 months for review of protocol, so Nov. may not be feasible.

G. Picnic – Due to Covid issues, lack of venues and overall anxiety, this year's picnic has been cancelled.

VIII. Pretreatment report – In Mr. Stammers absence, Mr. Dorney updated the dental amalgam rule status for dentist's response.

IX. Engineers report – The following requisitions were submitted:

#2019-9490 Upper Interceptor upgrade	\$ 5,693.50
#2020-9760 CEMS replacement	\$21,723.00

X. Solicitors report – Mr. Mullin briefly discussed new State guidelines for delinquent accounts.

XI. Treasurers report – After a review of the bills, Charles Sibel made the motion to approve the bills and requisitions as submitted, seconded by Ralph Harvey and approved by the Authority.

Xii. Old Business

A. New sewer bills – The Board was pleased with the new format of the sewer bills.

B. Centrifuge #2 control system upgrade has been completed.

XIII. New Business

A. Mr. Dorney has been advised by GHD that Pine St. evaluation should be done by next week.


XIX. Other Business

A. Mr. Landis mentioned that so far Rocktoberfest is still scheduled for the first Saturday in October.

B. Donald Atkiss made the motion for HTMA to approve the salary of the current office manager as discussed in Executive Session and that HTMA will revise the job to Assistant to Executive Director with a revised job description by September 8, 2020 (our September meeting), seconded by George Landes and approved by the Authority.

XV. Adjournment – Motion was made by George Landes to adjourn the meeting at 8:25 P.M., seconded by Barry Wert and approved by the Authority.

Submitted by,



Secretary



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksengineers.com
215.340.0600

June 3, 2020
Ref: #3612

Hatfield Township
1950 School Road
Hatfield, PA 19440

Attention: Aaron J. Bibro, Township Manager

Reference: Wawa Food Market
Cowpath & Broad, LLC
Land Development
(Hatfield Township Project #P19-18)

Dear Mr. Bibro:

CKS Engineers, Inc. has completed our review of the above-referenced land development plan. The applicant proposes to construct a 5,585 square-foot convenience store with 6 gas pump islands, on two parcels at the intersection of Cowpath Road and Broad Street in the C-Commercial Zoning District. The project will be served by a parking lot, stormwater management facilities, public water and sanitary sewer. The applicant proposes four access locations: one each from Cowpath Road and Broad Street, and two from the adjacent parcel, which contains a restaurant as well as a small building with office space. The current driveway locations for the existing buildings on the subject parcels will be removed. The submission consists of a twenty-four sheet set of plans, titled "Preliminary/Final Land Development Plans for Cowpath & Broad, LLC", dated August 23, 2019 last revised April 24, 2020, and a "General Project Description and Stormwater Management Calculations" Report, dated August 23, 2019, last revised April 30, 2020, each prepared by Bohler Engineering.

We have reviewed the documents for compliance with applicable Zoning, Subdivision and Land Development, and Stormwater Management Ordinance requirements, and have the following comments:

1. The applicant applied for and received relief from several Zoning Ordinance requirements. The relief granted is as follows: (282-158)
 - a. From Zoning Ordinance Section 282-124.B, requiring maximum impervious surface coverage of 60%. The applicant received relief to allow 84%.
 - b. From Zoning Ordinance Section 282-181-A.3.c, regarding the height of freestanding signs. The requirement is 14 feet maximum height, the applicant received relief to install an 18 foot high sign.
 - c. From Zoning Ordinance Section 282-181.A.2, requiring a maximum of parallel signage of 60 square feet. The applicant receive relief for 114 square feet.
2. The plan proposes two access driveways to the adjacent parcel. The proposed driveway at the rear of the adjacent parcel will result in the removal of two parking spaces on that parcel. The plan indicates where those spaces will be replaced.

We recommend that the most westerly stall be revised to remove the curblin e that currently angles toward the driveway aisle and replace it with a straight section of curb. Doing so will permit that parking space to properly fit a vehicle. As shown, the angle in the curblin e will reduce the depth available and possibly leave the rear of the car partly in the aisle.

Finally, the land development approval will require cross access and shared parking easements and agreements. The easements and agreements must be submitted for review by the Township. (250-29.G, 250-40.L)

3. The plan includes a list of various waivers being requested from the requirements of the Subdivision and Land Development Ordinance as well as the Stormwater Management Ordinance. The waiver requests are also contained in the January 24, 2020 correspondence from Bohler Engineering. They are:
 - a. From Section 242-18.b(2)(g)[1] - to allow 15 inch diameter storm sewer piping in lieu of the required 18 inches. There are several 15-inch diameter pipes proposed. The stormwater management system is to be privately owned and maintained. We take no exception to this request.
 - b. From Section 242-18.b(2)(g)[2] - to allow the use of high density polyethylene storm sewer piping in lieu of the required reinforced concrete piping. The stormwater management system is to be privately owned and maintained. We take no exception to this request.
 - c. From Section 242-18.b(8)(aa) - to allow the proposed basin discharge point to be approximately 2 feet from the downslope property line in lieu of the required 50 feet. We note that this discharge location currently exists and take no exception to the waiver request.
 - d. From Section 250-30.c - to allow the interior curbing on the site to have a 6 inch reveal in lieu of the required 8 inch reveal. We take no exception to the 6 inch height for the interior curbing; however, an 8 inch reveal must be provided along Cowpath Road and Broad Street. See the construction/plan related comments below.
 - e. From Section 250-31.c - to allow 5 foot wide sidewalk in lieu of the required 6 foot sidewalk. We take no exception to this request.
 - f. From Section 250-34.a(4) – to allow a separation of less than the required 10 feet (horizontal) between water lines and sanitary sewer pipes. We take no exception to this request.
 - g. From Section 250-40.d to allow parking within 15 feet of open space required between a building and the edge of parking area. We take no exception to this request; however, we defer to the Township Fire Marshal as necessary.
 - h. From Section 250-40.i to allow the parking lot to be 8.1 feet from the property line in lieu of the required 10 feet. We take no exception to this request.

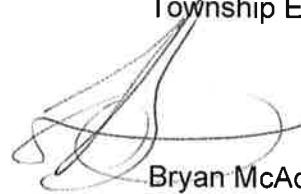
- i. From Section 250-38.b(1) for spacing and location from to permit street trees to be planted closer than 40 feet on center, farther than 50 feet on center, and greater than 10 feet onto the property measured from the ultimate right-of-way. We take no exception to this request.
 - j. From Section 250-38.e to permit fewer than the required amount of replacement trees. The project will remove 25 trees; no replacement trees are proposed. We take no exception to this request and note that the overall landscaping as proposed will be acceptable.
 - k. From Section 153-163.A. to allow grading within 5 feet of the property line. We do not recommend approval of this waiver unless a temporary grading easement is obtained from the adjacent parcel owner (Detweiler) to the north (TPN 35-00-00973-009).
 - l. From Section 250-40.H to allow a radius of curvature less than five-foot for curb lines in parking areas. We take no exception to this request and note that the 4 locations where the minimum radius is not met do not compromise the intent of the requirement nor compromise public safety.
4. The plan does not appear to contain a statement acknowledging the elimination of the current parcel configuration and consolidation of the two parcels into the single parcel to be developed. The Record Plan should be revised to include a statement to this effect. (250-28.A, 250-72, 282-123)
 5. The application is submitted, and the plan prepared as a Preliminary/Final plan. We take no exception; however, a waiver will be required to consider the plan as Preliminary/Final. (250-9, 250-10.A.17)
 6. The project will require a Traffic Impact Fee. The project may also require a traffic impact study. We recommend that the Township Traffic Engineer be consulted, and if appropriate a waiver be recommended for the study. (250-87)
 7. The applicant proposes one underground detention basin to manage the increase in runoff that will result from the proposed improvements. We take no exception to the design as presented.

We note that an Operations and Maintenance Agreement for the stormwater management facilities is required. (242-31)
 8. Approval of the proposed sanitary sewer system by the Hatfield Township Municipal Authority (HTMA) is required, including Sewage Facilities Planning Module Approval or waiver from PA DEP. Additionally, an executed Service Agreement with the HTMA should be submitted. (250-34.A.3)
 9. Approval of the proposed water system, as well as an executed Water Service Agreement from North Penn Water Authority, is required. (250.35)
 10. The plan is currently under review by PennDOT. We concur with the May 22, 2020 McMahon Associates review letter, specifically the recommendation to include a dedicated right turn lane on southbound N. Broad Street.

11. Approval is required from the Montgomery County Conservation District, as well as PA DEP, for construction activities. (242-19.B.1)
12. The project will require approval from PennDOT for the proposed driveway reconfiguration. (250-29.D.5)
13. The plan offers dedication of the area between the legal and ultimate rights of way to the township. Legal descriptions should be provided for review. (250-29.B.4)
14. Ultimately, we will require a construction cost estimate for use with the Development Agreement, however this estimate should not be prepared until the approvals have been obtained. (250-61)
15. We recommend that the Record Plans be sent to the Township Solicitor for review of the signature certifications, etc.
16. We continue to have issues with the font size for the property outbounds metes and bounds information. The text is too small and should be revised. (250-70 and 250-72)
17. The plans should be submitted to the following entities for review and comment:
 - a. Montgomery County Conservation District
 - b. Montgomery County Planning Commission
 - c. Hatfield Township Fire Marshal
 - d. Hatfield Township Shade Tree Commission
 - e. North Penn Water Authority
 - f. Hatfield Township Landscape Architect
 - g. Hatfield Township Traffic Engineer
 - h. Pennsylvania Department of Environmental Protection
 - i. Pennsylvania Department of Transportation

We recommend the plan be revised and resubmitted. Should you have any questions, please feel free to contact me.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers



Bryan McAdam, P.E.

BMc/paf

cc: Kenneth Amey, Building/Zoning Official
Christen Pionzio, Esq., Township Solicitor
Cowpath & Broad, LLC, Applicant
John Hornick, Bohler Engineering
Anton Kuhner, PE, McMahon Associates, Inc.
Kim Flanders, RLA, McCloskey & Faber, P.C.
File

**TOWNSHIP OF HATFIELD
MONTGOMERY COUNTY, PENNSYLVANIA
ORDINANCE NO. ____**

**AN ORDINANCE AMENDING CHAPTER 224 OF THE TOWNSHIP OF
HATFIELD CODE, ENTITLED “SEWERS AND SEWAGE DISPOSAL”,
TO ADD REQUIREMENTS FOR PRIVATE SEWER LATERAL
INSPECTIONS UPON THE SALE OR TRANSFER OF PROPERTIES
WITHIN THE TOWNSHIP.**

RECITALS:

A. The First Class Township Code authorizes the Board of Commissioners to make and adopt Ordinances that are consistent with the Constitution and the laws of the Commonwealth that it deems necessary for the proper management and control of the Township and welfare of the Township and its citizens.

B. The Pennsylvania Department of Environmental Protection has informed the Township and the Hatfield Township Municipal Authority of identified Inflow and Infiltration issues within the public sanitary sewer system in Hatfield Township.

C. Inflow and Infiltration can damage public sanitary sewer systems and poses a threat to the health, safety, and welfare of the residents served by such public sanitary sewer system by events such as sanitary sewer overflows.

D. The First Class Township Code authorizes the Board of Commissioners to adopt rules and regulations governing the connections and use of public sanitary sewer systems within the Township.

E. The Township of Hatfield desires to amend Chapter 224 of the Township of Hatfield Code, entitled “Sewers and Sewage Disposal”, to establish requirements for the inspection of private sewer laterals upon the sale or transfer of properties located within the Township.

F. The inspection of such private laterals will identify issues with the laterals, including inflow and infiltration, connected to the public sanitary sewer system.

G. The Board of Commissioners of the Township of Hatfield, after due consideration of the proposed ordinance at a duly advertised public hearing, has determined that the health, safety, and general welfare of the residents of the Township of Hatfield will be served by adopting this ordinance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Hatfield, and it is hereby ordained and enacted, by the authority of the same, to wit:

SECTION 1. CODE AMENDMENTS.

The Township of Hatfield Code is hereby amended as follows:

Chapter 224, Article VI entitled “Lateral Inspection Program” of the Hatfield Township Code is hereby added as follows:

224-48 Definitions.

AUTHORITY

Hatfield Township Municipal Authority

PRIVATE SEWER SERVICE LATERAL

The private sewer pipe extending from a building to the public service lateral. Such private sewer pipe shall include the private 4" (or other) sewer pipe to its transition to the public 6" service lateral. Where no such transition exists, the private sewer pipe shall include the sewer pipe from the building to the curb line, where a curb line exists, and to the easement demarcation line when the private line remains on private property through an easement. If a property contains a different set-up for the Private Sewer Service Lateral, this ordinance shall remain applicable and such Private Sewer Service Lateral shall be inspected in accordance with this ordinance. All Private Sewer Service Laterals shall comply with the Authority's then current adopted specifications.

SYSTEM

All facilities for collecting, pumping, and disposing of sanitary sewage, which are owned by the Township of Hatfield and/ or the Hatfield Township Municipal Authority within the sanitary sewer service area of the Township of Hatfield.

TRANSFER

The transfer of title to real estate whether by sale, gift or otherwise, which requires a use and occupancy permit from the Township.

224- 49 Inspection required upon transfer of properties.

(1) The seller of any property located in the Township, which is connected to the System shall be required to retain the services of a master plumber or utility contractor for the purposes of conducting an inspection of the Private Sewer Service Lateral. The inspection shall require a video inspection of the Private Sanitary Sewer Lateral from the residence or other

connected structure to the connection to the System and contain a report of the inspection result. Such video shall be given to the Township and/or Authority for review.

(2) Should the Private Sewer Service Lateral be found to be defective, based upon the Township's or Authority's rules, regulations, and resolutions and/or sound engineering practice, the lateral pipe shall be replaced, realigned or otherwise corrected. In the sole discretion of the Township or Authority, limited permission for spot and/or minor repairs and maintenance may be granted. The pipe replacement/realigning/spot repair shall be performed by a master plumber or utility contractor in accordance Township Code of Ordinances requirements; as well as the Township's and Authority's rules, regulations, and resolutions and in accordance with industry standards. Any defect in the Private Sewer Service Lateral is hereby deemed a substantial violation of the Municipal Code and Ordinance Compliance Act, 68 P.S. § 1081 et seq., as inadequate sanitary facilities and the health risks posed to adjoining properties.

(3) In the event that any Transfer occurs without an inspection having been conducted and without the seller obtaining a certified report, the buyer or purchaser of the property shall be responsible for having the aforementioned inspection conducted and for the submission of the certified result to the Township and/or Authority.

(4) This section shall not apply to a transfer of newly constructed properties.

(5) The Township, upon payment of any application and inspection fee and, upon the Township's receipt and approval of the inspection report required above, including a copy of the televised video inspection, the report specifically certifying that there is no inflow and/or infiltration into the private sewer service lateral, nor any illegal connections and that the clean-out vent is capped and not damaged; the Township and/ or Authority shall issue a private sewer service lateral inspection permit to the seller who shall deliver said permit to the buyer or lessee of the property at the time of the Transfer.

(6) In the event that the property owner fails to repair or replace the Private Sewer Service Lateral as required, the Township and/ or Authority shall be authorized as permitted by law to go onto the property and repair or replace the Private Sewer Service Lateral and charge the property owner for the cost and expenses incurred by the Township and/ or Authority to repair or replace the Private Sewer Service Lateral. In the event that satisfactory payment arrangements are not agreed upon between the Township and/ or Authority and the property owner, the Township and/ or Authority may file a municipal lien against the property pursuant to Pennsylvania's Municipal Claims Act and/or pursue other legal remedies for the collection of same. In addition thereto, the Township can refuse the issuance of a use and occupancy permit if the necessary repairs or replacement are not completed.

(7) During the inspection of the Private Sewer Service Lateral, the property owner shall permit the designated employees or agents of the Township and/ or Authority access to the property to make necessary inspections and observations.

(8) The master plumber or utility contractor utilized by the property owner must be registered with the Township, own its equipment, and have appropriate insurance, in compliance with industry standards, to perform such work.

(9) If the subject property has been Transferred within the previous twelve (12) months, and a Private Sewer Service Lateral was inspected as part of that Transfer, or the Township and/ or Authority has received or performed an inspection of the Private Sewer Service lateral within the previous twelve (12) months, the property shall be exempt from the inspection requirements detailed herein.

SECTION 2. REPEALER.

All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

SECTION 3. REVISIONS.

The Hatfield Township Board of Commissioners does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of its Ordinance, including this provision.

SECTION 4. SEVERABILITY.

In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE.

This amendment shall become effective five (5) days after date of adoption.

SECTION 6. FAILURE TO ENFORCE NOT A WAIVER.

The failure of Hatfield Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

ORDAINED AND ENACTED by the Board of Commissioners of Hatfield Township, Montgomery County, Pennsylvania, this _____ day of _____, 2020.

ATTEST:

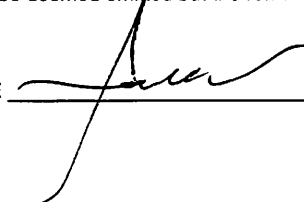
**HATFIELD TOWNSHIP
BOARD OF COMMISSIONERS:**

By:_____

ADDITIONAL TERMS AND CONDITIONS

1. **Agreement:** This Agreement and Foley Credit Application, incorporated herein by this reference, state the rights and obligations of Foley, Inc. ("Seller") and Purchaser with respect to the Goods and supersedes all prior agreements with respect thereto. Seller hereby rejects the terms of any purchase order or other document submitted by Purchaser. No variation or modification of this Agreement shall be valid unless in writing and signed by the Parties. All notices hereunder shall be in writing, addressed to each party at the address set forth on page one of this Agreement or at such other address as may hereafter be furnished in writing.
2. **Payment Terms (continued):** Purchaser shall pay to Seller a late payment charge equal to the lesser of (a) the highest charge allowed by law or (b) 5% of the amount of any payment (including any accelerated payment) not made when due under this Agreement (or such later date as may be required by applicable law). In addition to the late payment charge, Purchaser shall pay interest on any late payment at the rate of 1.5% monthly. Except as otherwise expressly provided herein, the obligations of Purchaser hereunder shall not be affected by any defect in, damage to, loss of or interference with possession or use of any Unit, by the attachment of any lien or claim to any Unit, or for any other cause.
3. **Title to Goods:** Seller retains title to all goods until Purchaser performs all of its obligations under the Agreement. In order to secure payment and performance of the obligations, Purchaser hereby grants to Seller a security interest in the purchased goods and all proceeds thereof described in this Agreement to secure the performance of all of Purchaser's obligations under this Agreement. Purchaser, at its expense, shall keep equipment listed as Additional Security insured against all risks for their full insurable value and shall name Seller or its designee as loss payee and be payable to Seller as its interest may appear.
4. **Disclaimer of Warranties:** Purchaser acknowledges and agrees that Seller is not the manufacturer of the Unit(s) and that Purchaser has selected each Unit based on Purchaser's own judgment without any reliance whatsoever on any statements or representations made by Seller. **As between Seller and Purchaser, the Unit(s) are provided "As-Is" without any warranties of any kind. Purchaser hereby expressly disclaims (a) all warranties of merchantability, (b) all warranties of fitness for a particular purpose, and (c) all warranties against infringement or the like, whether express or implied. Seller assigns to Purchaser its interest in any of the manufacturer's warranties on the Unit(s). Purchaser understands that warranties for equipment and parts are limited in time and scope and can vary according to the source from which they were obtained.**
5. **Taxes:** Purchaser shall promptly pay all taxes, assessments, fees and other charges when levied or assessed against any Unit or the ownership or use thereof, or this Agreement or any payments made or to be made to Seller.
6. **MUTUAL INDEMNIFICATION: SUBJECT TO THE TERMS OF SECTION 7 BELOW, EACH PARTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, PENALTIES, REASONABLE ATTORNEYS' FEES OR EXPENSES OF ANY KIND WHATSOEVER (COLLECTIVELY, "LOSSES"), INCLUDING THOSE LOSSES FROM THIRD PARTIES, THAT ARE INCURRED BY INDEMNIFIED PARTY AS A RESULT OF ANY (A) BREACH OF THE TERMS OF THE AGREEMENT, (B) BREACH OF ANY REPRESENTATION OR WARRANTY (C) NEGLIGENT OR MORE CULPABLE ACT OR OMISSION (INCLUDING ANY RECKLESSNESS OR WILLFUL MISCONDUCT) OR (D) FAILURE BY INDEMNIFYING PARTY TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR CODES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE AGREEMENT.**
7. **LIMITATION OF LIABILITY: UNDER NO CONDITION OR CAUSE OF ACTION SHALL SELLER BE LIABLE FOR ANY LOSS OF ACTUAL OR ANTICIPATED BUSINESS OR PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LIQUIDATED DAMAGES, AND IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE LESSER OF (A) THE PURCHASER'S ACTUAL AND DIRECT PECUNIARY LOSS, AND (B) THE TOTAL CASH SALE PRICE.**
8. **Remedies:** If any breach or default of the terms of this Agreement shall occur, Seller may, at its option, do any one or more of the following: (a) Declare all amounts due or to become due under this Agreement and/or any other agreement between Purchaser and Seller to be immediately due and payable; (b) terminate for cause per section 9 below; (c) recover any additional damages and expenses sustained by Seller by reason of the breach of terms this Agreement; (d) enforce the security interest granted hereunder; (e) without notice, liability or legal process, enter upon the premises where any of the Unit(s) or additional security may be and take possession thereof, and (f) require Purchaser to assemble the Unit(s) and additional security and make them available to Seller at a place designated by Seller which is reasonably convenient to both parties. Seller's remedies hereunder shall not be exclusive and are in addition to all other remedies existing at law or in equity.
9. **Termination:** Seller may terminate this Agreement for any reason upon giving customer ten (10) days prior written notice. Seller may terminate for cause this Agreement immediately upon occurrence of a material breach of these terms and conditions, or if Purchase becomes insolvent, files a petition for bankruptcy, commences or has commenced against it proceedings related to bankruptcy receivership, reorganization or assignment for the benefit of creditors, or otherwise breaches this Agreement. Purchaser may not cancel an order, return equipment or change the delivery date without the Seller's written consent. Any cancellation, return or change is subject to additional charges based on Seller's actual costs.
10. **Purchaser Assurance and Representations:** Purchaser represents and warrants to Seller that (a) Purchaser has the power to make, deliver and perform under this Contact; (b) the person executing and delivering this Agreement is authorized to do so on behalf of Purchaser; (c) this Agreement constitutes a valid obligation of Purchaser, legally binding upon it and enforceable in accordance with its terms; and (d) all credit, financial and other information submitted to Seller in connection with this Agreement is and shall be true, correct and complete.
11. **Assignment:** Purchaser shall not assign this Agreement except upon Seller's written agreement and any such attempted assignment shall be void. This Agreement shall inure to that benefit of and be binding upon the successors and permitted assigns of the parties.
12. **Effect of Waiver, Notices:** No delay or omission to exercise any right or remedy accruing to Seller hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Purchaser. Any waiver or consent by Seller under this Agreement must be in writing specifically set forth and shall not constitute a waiver of a subsequent breach or default.
13. **Applicable Law, Venue and Jury Trial Waiver Provisions:** This Agreement shall be governed by and construed under the laws of the State of New Jersey, without giving effect to the conflict-of-laws principles thereof, and Purchaser hereby consents to the exclusive jurisdiction of any state or federal court located within the State of New Jersey. **THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OBLIGATIONS OR THE COLLATERAL.**
14. **Severability:** If any provision of this Agreement shall be invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions hereof shall be given effect.

INITIAL HERE _____



RESOLUTION NO. 20-xx

**HATFIELD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

A RESOLUTION ACKNOWLEDGING THE RECEIPT OF 2021 MINIMUM MUNICIPAL OBLIGATION WORKSHEETS FROM THE TOWNSHIP MANAGER AS PREPARED BY CONRAD SIEGEL ACTUARIES FOR INCLUSION OF SAID OBLIGATIONS FOR THE NON-UNIFORMED EMPLOYEES PENSION PLAN AND POLICE PENSION PLAN IN THE 2021 CALENDAR YEAR BUDGET

WHEREAS, Act 205 and 189 of the Commonwealth of Pennsylvania stipulate requirements for the inclusion of minimum obligations for employees' pension funds in the budgeting process; and

WHEREAS, the Township of Hatfield has retained Redmond Consulting, Ltd. to prepare actuarial evaluations of the Non-Uniformed Employees' Pension Plan and the Police Pension Plan including the preparation of 2019 minimum municipal obligations for the respective plans; and

WHEREAS, the minimum municipal obligation for each plan has been calculated by Conrad Siegel Actuaries based on the most current Valuation Report and estimated 2019 W-2 payroll data pursuant to the requirements of Act 189; and

WHEREAS, the Finance Director has certified such calculations have been transmitted to the Board of Commissioners on October 28, 2020.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Hatfield Township does hereby acknowledge receipt of the minimum obligation calculations for the Hatfield Township Non-Uniformed Employees' Pension Fund and the Police Pension Fund and agrees to include such obligations for the respective plans in the 2021 calendar year General Fund Budget for the Township of Hatfield.

DULY ENACTED and adopted by the Board of Commissioners held this 28th day of October, 2020.

BOARD OF COMMISSIONERS
HATFIELD TOWNSHIP

Attest:

Thomas C Zipfel, President

Aaron Bibro, Secretary

Hatfield Township 2021 Minimum Municipal Obligation

	Police Plan	Employee's Plan
1. Normal Cost Percentage	14.80%	12.6%
2. Administrative Expense Percentage	3.60%	2.7%
3. Total Percentage	18.4%	15.3%
4. Estimated 2015 Total Gross W-2 Percentage	\$3,303,358	\$1,025,684
5. Annual Cost	\$607,818	\$156,930
6. Amortization Contribution Requirement	\$597,404	\$46,058
7. Financial Requirements	\$1,205,222	\$202,988
8. Member Contributions Anticipated	\$165,168	\$15,385
9. 10% of Negative Unfunded Liability	\$0	\$0
10. Minimum Municipal Obligation	\$1,040,045	\$187,603