

New Hope Borough

January 19, 2021

Council Meeting Minutes

Via Zoom

Council President Gering called the meeting to order at 7:00 PM.

Present: Council Members, Connie Gering, Dan Dougherty, Tina Rettig, Laurie McHugh, Ken Maisel, Louise Feder, Peter Meyer. Also present were Mayor Keller, Solicitor Tim Duffy, Engineer Michelle Fountain, Chief Cummings, Zoning Officer Tracy Tackett, and Borough Manager Peter Gray.

Ms. Gering – Thank you, everybody! Welcome aboard. The first we have the Mayor's report. Larry?

Mayor's Report

Mayor Keller – Yes, just I am pleased to announce that we have no injuries in our, with our full-time police officers. Everybody is back on shift, finally. So I'm very happy with that. And secondly, we had a little cross-up last month and I apologize, but I just wanted to take a moment, if I could, Connie, to just recognize John Burke, who passed away last month in early December. He was our Borough Manager, as many of you, or some of you here know, for I guess about 12 years from 2004 to 2016. And, in many ways, John was an integral part of our Borough management. So I just thought I would take a few moments, because he was so integral of our town and I just wanted to mention a few things that I can recall as far as highlighting him. One is, which it was a tough one, but negotiating with the New Hope Ivyland Railroad and tying in the parking lot that we have on the northern part of Union Square and creating a walkway that you can park and walk down to town without having to walk through Union Square and it connected also to Hardy Bush way, which then got on to the bike path for Solebury township as well. It took five years and it was a big climb to get that and John was certainly a key element of it and the second was to recognize him when we purchased the current property that we have for our Police Department, our Administrative building and having a meeting room, at long last, that really worked. And purchasing the Saint Martin's Church property from the old Fire House on North Main St., because many of you don't probably don't realize, but to go to a meeting there, you had to climb up a set of stairs to get to the meeting room, which was the second floor of the Fire House and it was a tough thing, so it was difficult for anyone that was disabled and it precluded a lot of them from attending our meetings. That was a big step for us that and I certainly thank him and he was part of that and we ended up preserving the three acres of land, instead of having a developer come in and maybe having townhouses or single families or everything else that we're seeing these days. So, we saved a critical part of town and increased, in many ways we've added a lot of parking, which has helped our town, as well. And, lastly, for me is, John came on early in 2004 and that was the first of our three really heinous floods that we had in town. And John, I don't think he was Borough Manager for about two months and he was just thrown into the storm. And Peter, I say that, so hopefully you won't have to endure that, either, Peter Gray. But John was terrific with everyone and meeting every morning and making sure that everything was executed properly. So, he was very well liked by everybody, very professional and, as I like to quote Richard Hirshfield, who said that John was the most competent Public Servant I have ever met. And let me tell you, Richard was not easy to please, for any of you that knew Richard Hirshfield. But he did. So I just want to acknowledge John's passing, his battle with cancer and it is going to leave a void in the lives of many of us who know him and all the memories that we had and I'm just happy to say that I called him my friend. That's it, Connie.

Ms. Gering - Thank you, Larry. What a nice tribute to John. I had the pleasure of working with him and he was quite a man. I mean he did the flooding and challenges. Thank you, you did a wonderful job there.

Consider Certificate of Appropriateness for 122 South Main Street – exterior painting

Next on the agenda is a Certificate of Appropriateness for 122 S. Main Street for exterior painting. Can I have a motion for approval? Ms. Rettig – I'll make that motion. Ms. McHugh – I'll second Ms. Gering – thank you, we have a first and a

second. Is there any questions from Council? Any questions from the Public? Mr. Gray – No hands are raised. Ms. Gering – OK, all in favor? ALL – Aye Ms. Gering – Thank you.

ZHB Application – 186 South Main Street – Garage Addition

Ms. Gering – Next on the agenda is an application to the Zoning Hearing Board for 186 South Main Street for a garage addition. They were here last month so they have modified changes. Is anyone on board for the presentation? Mr. Gray – There several representatives for this project, including Mr. Doug Maloney and Brian Mann and Michelle Becci. Mr. Maloney - Good Evening Council members and good to see you, again, Mr. Duffy. My name is Doug Maloney and we discussed this application at your November meeting and, as you recall, there were several questions that were raised by Council members and comments and concerns to heart and has revised, significantly, the application and the proposed structure. Most importantly, several of the Council member's express concerns of the visual impact of a two-story structure, fairly close to the towpath and Ms. Becci went back to the drawing board. The second floor, as you recall, the second floor was to be occupied by an exercise room and she has agreed to remove that exercise room, so this will solely be a one-story garage structure and she's amended her zoning application. We provided the amended zoning application to you. In addition, Council members expressed some concern, I guess, with the visuals that we had presented. They wanted more context of buildings, trying to show the proposed structure in the context of surrounding buildings and I think we've addressed the Council's concerns on that. And the Council expressed some concern about whether the DNR wanted to weigh in on this, because the structure will be adjacent to the towpath and that's the access to the towpath. So, Michelle reached out to DNR and the response from the DNR Park Manager is attached as one of the exhibits. Exhibit A4 of the packet that you've received. The outline of the structure remains the same. It's going to be the same size. It's about 35 feet 4 inches long, 20 feet 4 inches wide. The location is staying the same. So those dimensions will remain the same. The structure will remain the same and that is it is going to be incorporated into the existing perimeter wall and, again, allow it's going to be set-back about 18 feet. About 10 feet further than the existing structure. And, as you may recall, the existing structure is what we are referring to as a carport. It was, apparently, originally permitted in the 1990s as a pergola. It is a wood and lattice structure with a plastic corrugated roof. It's not particularly functional and, quite frankly, it's not particularly attractive, either. And what we're proposing to replace it with, I hope you'll agree, is on the other hand is a very attractive stucco structure that blends in really nicely with the perimeter wall that it's going to be incorporated into. By virtue of eliminating the second floor, we've also eliminated one of the variance applications that we were requesting and that's the variance application that was related for us building a structure in a floodplain for non-storage purposes and, because the second floor was going to be an exercise room, it was not going to be used for purely for storage purposes. You'll see we also included a couple of the pictures that show immediately to the north, a very large house that is being built. I think that's five feet off the property line and it is under construction now and we included that because Council did ask for some context of this building. Now, that's on the other side, that's on the northside of the property, so it's not immediately adjacent to this structure, but it gives you some idea of the relatively, I think, modest scale of this proposed garage. We've included photographs not only of the existing structure, but several showing a schematic with this structure, especially with the low profile that we're proposing with a one-story structure and how it looks, both from the towpath, which it what it is immediately adjacent to and looking from Main Street, where you really can't see it at all. I think you can see the top of the roof above the existing. That is the existing view from the top of the towpath, up towards Main Street looking down and you see the perimeter wall on the left side. If you can keep scrolling down. And there's the proposed structure, which as you can see, incorporates the existing perimeter wall on the left hand side and the wall on the right is the same location as the existing perimeter wall, so that's not going to have any further encroachment on the setback and what is currently existing. And if you would scroll down a little bit more. That's the rear view and I should have mentioned that the lower level that you'll see is in stone is for storage of garden equipment, just normal lawn mowers and things like that. In the top level is the garage storage and to the right is the pool area that you may recall is currently immediately adjacent to the existing lattice structure. If you scroll down a little bit more, I think we have a couple more. And that's the view from the top of the towpath, with the proposed structure and you can see that it has virtually no visual impact. You can barely see the rooftop above the perimeter wall of the proposed structure. And that's it. We hope that you agree that the proposed structure is much more in line with your vision of what that area should look like immediately adjacent to the towpath. You're not going to have a two-story structure that close to the towpath. And it does improve, somewhat, it greatly improves the functionality because the carport could maybe, maybe, store one car in it and as you can see, this is

going to be a two-car garage. The other structure was not weatherproof, at all. It was lattice on the side and, frankly, it was rotting and very unattractive. This, I think you'll agree, is an attractive structure and, because it moves it further down, you'll see the two bicycles along the wall there, that's now available for parking for delivery services or emergency services, as well. So it's very functional and we think it's just a very attractive building and we hope that you will not oppose the variance application that's pending in front of the Zoning Hearing Board. We're now on their February agenda. We have on board, as well, if you have any technical questions about the structure, we have Brian Mann from Omnia Architects and if you have any questions for Michelle Becci, she should be available by Zoom, as well.

Ms. Gering – Any questions from Council? Mr. Dougherty – I have one. Connie, can I be recognized? Ms. Gering – go ahead. Dan is recognized. Mr. Dougherty – I just have a question and I guess it's for Tracy. In the memo that we have before us, are two variances being, there's just two being requested now. Is that correct? The first in your memo is the one that is 275-22(C) and 275-29(C) those two at the end of the little list is what they're looking for, correct? Ms. Tackett – that is correct, but they also still need a variance from the first part of that first paragraph, number two in brackets, which establishes a maximum square footage of 600 square feet for accessory structures in a floodplain. So they still need that variance. And then, in the second bullet, I did note that they may not need a variance from this particular section, but we'll go ahead and let the Zoning Hearing Board kind of make a determination on that. Mr. Dougherty – So there's three variances that, just educate me, is that what they're requesting? The applicant is requesting those three variances now? Like what do we have before us that says these are three things that we're being asked to either oppose or be neutral or be in approval of. In the past, what I have seen sometimes happens is that we sort of stay neutral on things and then what gets presented at Zoning Hearing Board isn't necessarily the stuff that we were neutral on. So how specific can we be, let's suppose we're going to be neutral, on exactly what we're being neutral on, here? That's my question. How do we do that? Maybe that's a legal question. Ms. Tackett – Well, so I think that the four bullets under variances requested still remain applicable. So, those would be the variances that you would be considering tonight. The only thing that's changed is the strike-through in that first bullet. The number 1 in brackets, where it says prohibits an accessory structure to be used for human habitation in a floodplain. That one came away because they eliminated that second story where they wanted a recreation room. So all the rest of it still applies and they did submit a revised application with all these other sections remaining. So those are the sections that you would be determining whether or not you want to take a position on or if you're ok with those. Mr. Dougherty – ok, so in your second bullet, that's just your comment where you say NOTE, correct. You're not asking for that or not asking for that. Ms. Tackett – That's correct. They're still requesting it. I just, when I read that section, I wasn't completely sure that it would be applicable, so the Zoning Hearing Board can certainly decide on that. Mr. Dougherty – So, it looks like they're asking for 3 ½ variances at this point, sort of. And then, I understand now, so if we were to be opposed, neutral or in agreement we'd be those 3 ½. What my other question is in your second to last paragraph, it says if approved...I guess if approved by the Zoning Hearing Board? Is that what that means? Ms. Tackett – Yes. Mr. Dougherty – Then it would be subject to grading and stormwater Management permits and it goes on and on. Ms. Tackett – Right. Mr. Dougherty – Those they would have to get from the Borough, correct? From you and our Code Enforcement folks, is that true? Ms. Tackett – Correct. Yes, and the reason that I added that section there is, as I pointed out, the Borough originally approved a pergola in this area, which would have been pervious below and then, the owner prior to Mrs. Becci converted it to a carport and paved it. So there was never any stormwater Management for that. Because the square footage of this building is more than 500 square feet, it still needs to provide stormwater Management, even though some of that impervious has been there for a while. It was never allowed. Plus, it looks like they're doing some driveway leading up to the garage, so that would probably have to be taken into account. So that's something that they would apply for, once they got approval from the Zoning Hearing Board they would apply for that, along with the Zoning Permit process. Mr. Dougherty – Thank you. Thank you, very much. It was very clear. I understand it. Ms. Gering – Any other questions from Council? Mr. Meyer – Yes, Peter here. I'm looking at photo 11 on page 9, which I think is just above there. Stop. If you look at the quality of the finish of the wall, relative to the one in the next slot picture down which is the inserted with the nice white, apparently white clean walls. At what point do we raise the question whether or not they can maintain the wall color and quality and that kind of thing to match what they're proposing in this picture? I think it's a question that Tracy or I'm not sure who, at this point. Ms. Tackett – Peter, do you mean just as far as trying to keep it from kind of becoming discolored over time? Mr. Meyer – Yes, right. Maintaining the aesthetic. Mr. Mann - This is the Architect checking in. I just want to know, if you look at the floor plans, you'll see that there's a new piece of wall that will attach from the corner of the new

garage, back to the existing privacy wall. And we will make every attempt to do that in the same finish. Obviously, it's an old weathered finish, but we want a continuity there. In the rendering, due to limitations with the rendering output, this just looks like a blank wall, but we're certainly going to go through an effort to make sure it doesn't look like some kind of discontinuous structure. Ms. Becci – And also, this is Michelle. We have that wall pressure washed in the Spring every year. So, what you're seeing is also just the residual from the season. But that whole wall gets pressure washed on the outside and the exterior. Mr. Meyer – thank you. That's what I was questioning. Mr. Maisel – I have a question, this is Ken. Ms. Gering – Hi Ken. Go ahead. Mr. Maisel – where the bicycles are. I'm looking at photo 12 and, now that you're accessing this on a more regular basis, because you're going to have a two-car garage, there, and presumably, if you have guests or what have you, you could be using that area in front for double parking or, maybe I don't know how many cars could fit. I don't know the dimensions, there. With traffic the way it is and the walking on the towpath and everything, how does zoning reconcile that in terms of the danger and the hazard, I mean if you're punching in two cars right into the driveway, with the garage doors closed and then you have to back up, I mean I have reminiscent of Jessica Savich in front of me. For those that remember that. Mr. Mann – I can tell you that, one of the reasons we set the face of the garage back, was to deal with that issue. That gives us an 18-foot buffer the length of a large car to back into before you ever encounter the towpath. It also allows us to get a better view corridor up and down, because the wall curves away from the garage, which you can see in the plan views. So, I'd actually argue that having that setback there is a much safer condition than if we were to set this straight where the front of the existing carport is. Mr. Maisel – I have no doubt that that is true, but if you tried to put four cars on the outside of the garage, conceivably, it would be potentially problematic. Mr. Mann – Well, you couldn't fit four cars there, anyway, but I guess if you wanted to park two cars in the garage and two cars in that buffer area, they'd still be out of the towpath. Mr. Maisel – Right. But they'd have to back up. Mr. Mann – Yeah. Sure. Mr. Maisel – That's all. It's just a comment. I don't know whether it can be presented in such a way that would be restricting, but there has to be an acknowledgement that is a potential hazard. Ms. Rettig – I have a quick question. First of all, I want to say thank you because these pictures are far better than what you gave us last time. Especially the picture that shows the view from the towpath with the new structure and where you can just see the top of the roof there, so thank you for that. But second of all, are you planning on putting down driveway surface material in that area right before the garage or are you going to leave it, Mr. Mann – No. We are planning on using the same gravel material that forms the base of the towpath and approach to the entrance of the garage doors. Ms. Rettig – thank you. Mr. Mann – Which I was going to bring up in regards to the impervious, but the impervious issue actually doesn't actually apply in this forum, so I left that alone. Ms. Rettig – It was just curiosity. It was just informational. Thank you. Mr. Mann – Sure! Absolutely! Ms. Gering – Any other questions from Council? Any questions from the public? Council staying neutral? ALL – Neutral Ms. Gering – Alright, good luck, folks. It looks like you have a neutral position. Good luck at Zoning.

Consider Resolution for the 2021 Fee Schedule

Ms. Gering – Next on the agenda is to consider Resolution 2021 for the Fee Schedule. Pete, you're going to take charge on this one. Mr. Gray – Thank you. During the last two months, the Borough staff has been working on gathering existing fees, analyzing the information and preparing the proposed 2021 Fee Schedule for Council review. This proposed fee schedule is a comprehensive document, which gathers various fees that have been approved throughout the years, into one document. During our review, we determined that some of the current fees date back to 2008. There's actually some before that date and some after. We compared our proposed fees to other municipalities to determine if we were up to date with those fees. This document encompasses all new and existing fees, while incorporating some new fees that have been added. This will supersede all prior permit fees resolutions that are in place. A resolution to adopt this fee schedule has been prepared for your consideration. Also, if you have any questions, Tracy, our building inspector, Rick Lupinetti, Michelle Fountain our Engineer and I are here to answer any questions you may have. Ms. Gering – Any questions from Council? Mr. Meyer – I have a whole batch of them. Can I start with you guys on Page 1? Mr. Gray – Certainly. Ms. Feder – Before you delve in, Peter, are you looking at the one that has 19 and 20 or are you looking at the one that's in the packet? Mr. Meyer – I'm looking at the one that has the current and the proposed, which was provided to us earlier today. Where it says preliminary plan under C for residential land development. Under the fee schedule it says current \$200 per unit and then it says the proposed \$200 per lot. Is that intentional? Ms. Tackett – Maybe that we want it to say both. We may want to do a lot / unit, so we can capture both. Mr. Meyer – Ok, the same thing applies to final plan below preliminary plan. The same question. You have per unit as the current and no mention of either unit or

lot in the proposed. And I just want to make sure that we're consistent in there, that's all. Ms. Tackett – Yes. I think that we should do it consistently, throughout those. Mr. Meyer – Ok, that is what I wanted to ask. Ms. Gering – Any other questions from Council? Mr. Meyer – I'm not done, yet, Connie. Ms. Gering – Oh, I'm sorry, Peter! Mr. Meyer – I can go to page 2 if nobody else has got any other questions. Ms. Feder – I have some, but you keep going. Mr. Meyer – Go ahead, if you've got some on 1. Ms. Gering – Peter, why don't you finish and then Louise can do it, so we don't go back and forth. Mr. Meyer – Ok, fine. However, you want to play it. Let's go to Zoning again. I found this question about residential and non-residential. Ok, I understand it – 3 to 4 units. Where we're looking at Zoning Officer for residential and non-residential or mixed use, preliminary opinions. But I found a bit of a problem here with, I'm confused by this, so help me out. When I look at the last three items on this page. Zoning permit for new primary construction is \$550, fine. Zoning permit for new and large accessory structures is \$100. And then all of a sudden I see \$125 for an addition to an existing uses structure. It seems to me that there's a, I want to understand why it is that that one is higher, for example, than a new one. Or enlarged accessory. What's going on there? Mr. Maisel – What page are you on? Mr. Meyer – I'm on page 3. Ms. Tackett – So, it's under Section 4B the final couple items. Peter, I think that's a good point. I mean, it may be we could either go a bit higher on a new enlarged accessory structure or we could reduce the fee for an addition to an existing structure. Mr. Meyer – I think my suggestion would have been the first one, increase the zoning permit for a new or enlarged structure to \$150, then, at least, you'd have some degree of consistence in there. Ms. Tackett – Sounds good. Mr. Gray – Yes, we could make that change. Ms. McHugh – You know, there's 14 pages of fees here that I received and I'm sorry for interrupting, that I received this afternoon. Isn't this something that should have been workshopped? Ms. Feder - Agreed Ms. McHugh – If we're going to go through this line item by line item and the Public can't see the fee schedule, that we're looking at. I have a lot of questions, but I haven't had a chance to compare them because I just got this this afternoon. Mr. Maisel – I agree. We should just table this until next month and workshop, I think. I mean, it's just too much. Ms. Gering – Ok, Folks. Since everyone has all the questions, why don't we table it until the workshop and we can have a detailed discussion. Ms. McHugh – thank you and I'm sorry for interrupting. Mr. Meyer – Can I get the permission of my colleagues to share the notes that I have with Pete and Tracy? Ms. Gering – Email the questions to Pete and Tracy, Peter. Ms. Feder – Should we all do that ahead of workshop, Connie? Ms. McHugh – Yes. That would be a good idea. Ms. Gering – that would be a better idea. Everyone email their questions so they can get answered and we can be updated at the workshop. Thanks you. Ms. McHugh – I'm sorry for stepping on you, there, Peter. I didn't mean to interrupt. Mr. Meyer – No, I appreciate the comment, Laurie! Ms. Gering – Alright, thank you everyone. So, we will continue that, because it is detailed and hasn't been updated in ten to twelve years, so there are a lot of questions. So we'll do that as a workshop. If you do have questions, please send them to Pete and Tracy, and this way, they can get answers before the workshop. Thank you.

Consider Memorandum of Understanding with the New Hope Solebury School District

Ms. Gering – Next on the agenda is consideration or Memorandum of Understanding with the New Hope Solebury School District. Can I have a motion? Ms. Feder – I'll make the motion. Ms. Gering – A second? Mr. Maisel – Second. Ms. Gering – Thank you. Who is here from the School District to do the presentation for discussion? Mr. Gray – We have several individuals here. First one is Superintendent Chuck Lentz, Charles Haley, and Solicitor Mike Carr. Ms. Gering – Hi there. My understanding is that this is to redo the football field, you're redoing the lights and you're redoing the track. Is that correct? Mr. Lentz – At this time it is only the track and the football field. It is not lights at this point. Ms. Gering – Now, was this part of the original plan, Chuck? I'm kind of confused. I read the whole thing from four years ago and I wasn't quite clear if this was approved then or if there was an addition. Because I know the field's been a big discussion for quite a while. Mr. Lentz – Right, so Mike Carr, you may want to weigh in, as well, but I can take the lead or do you want to start or do you want me to take it? Mr. Carr – Can you hear me? 2016 really far-reaching revisions to the high school were proposed and approved as a Land Development, including stadium approvals and a lot of general overall site work. Over the course of the last five years, all the Borough personnel and the school personnel have changed and the decisions were made to modify the nature and extent of the improvements that we were talking about building and it's kind of hard to gather some of that background without the same folks being involved. So, earlier last year, we were trying to close out the high school renovation project and we had a punch list from your Engineer, where we were able to satisfy the vast majority of the items, but we had removed a few walkways and made a decision to change the nature and extent of the stadium improvements. Initially we were going to replace turf with turf and that sort of thing. We had decided to go with artificial turf and that implicates some of the stormwater improvements that were originally

approved. So, over the course of the last maybe six months, we've been back and forth with the Borough staff and personnel and I am deeply appreciative of their efforts to work with this on us, to figure out exactly how to address this. We could have come back with another Land Development application with respects to the stadium, the Borough folks have decided that it should be processed as a stormwater and grading application, separate from the originally approved Land Development modifications. So, the gist of this is that we've changed contractors. We're finished with the contractors that did the bulk of the work on the High School and the site and we've isolated it to the stadium stuff that needs to be yet completed and there was a decision made with respect to some walkways, where it was determined that they were quote/unquote required public improvement. We didn't necessarily think of them as such and we were planning to delete them, but we're no longer planning to delete them. So, all of the improvements that were originally approved as part of the High School revitalization project are going to be completed, with the caveat that the playing field and the stormwater associated with it is going to be altered. And so this Memorandum of Understanding is essentially to capture that everyone's on the same page. I think it's very straightforward and it's been the result of a very collaborative process. So, like I said, I've very appreciative of the work that the Boroughs done with us. We boiled it down to a few items. The work with respect to the stadium is processed, is being processed as a stormwater and grading plan application. That's a lot in a couple seconds. Ms. Gering – Any questions from Council? Mr. Dougherty – I'm sorry. I'm more confused than when I read through this stuff. Let me ask you a question, Mike. It sounds like we're being asked. Is Council being asked to enter into an agreement, maybe this is a question for our Counsel, either Counsel, c-i-l or s-e-l, to enter into an agreement of understanding, if that's the phrase, A Memorandum of Understanding. First off, the initial question is, what weight does that have W-E-I-G-H-T does a Memorandum of Understanding have on our constituents and on our obligations, so that's a legal question. The second question is, what I'm hearing is that our contracted staff, which is our Zoning Officer is recommending that Council enter into this? I need to know what the structure of what we're doing here is. The foundation. I understand that there's not a lot of people on Council from the Way Back Machine still on, nor on the School Board, but that doesn't absolve us of trying to figure out what the agreement was at the time and having our legal Counsel, not our Zoning Officer, because this is all legal terms, our Legal Counsel advise our Borough Council as to what we should or should not be entering into or whether it's necessary. So that's my observations. I guess, really, I'll punt it to our Legal Counsel in this case. Mr. Duffy – Thank you, Mr. Dougherty. The MOU that you have in front of you was negotiated back and forth between Mr. Carr and Barbara Kirk from my office. It's a doc that has gone through the legal vetting process. As far as the structure, it's my view and my understanding, it's really needed because it's been so long. I mean, the original project was from 2016. None of the original players, who were around at that time, are still around. As the School District wants to take a further step forward, I believe the parties thought it was best to clarify, in one document, where we stand on everything, so that we knew where we were going before we, since there were all new players involved. That's the genesis or the structure of the MOU. Mr. Dougherty – thank you. So, it's basically codifying or writing down at least...but who on this Council...the people that went back and forth with this, it sounds like was our Legal Counsel, our Council's Legal Counsel, right? And the Legal Counsel from the School Board, correct? Mr. Duffy – the drafting is, yes. Mr. Dougherty – So where did Borough Council's input or observations or wants or desires, how did they get baked into this document if none of us were, maybe some of us were part of this process, but how as a representative of our constituents, did this understanding come about. I mean, it may be perfect, I'm just, I've got concerns about the process here. It may be the most perfect document in the world, it may 100% accurate on what our constituents and protect the interest and rights of our constituents. I just don't know where, who baked that in, because it doesn't sound like there's too many people who actually live in New Hope Borough, who were part of the Chefs. Maybe they were. Am I missing parties to this or that are New Hope Constituents and/or residents and/or Borough Council people, who were involved in this? Mr. Duffy – This is a pretty administrative-type thing and it's now in front of you to say Yea or Nay. Mr. Dougherty – I understand Mr. Meyer – Excuse me and I understand that, too. But can I pick up on what Dan was saying? Ms. Gering – Peter, let Dan finish and then you can be next. Mr. Meyer – I think I'm dealing, specifically, with what Dan is talking about. Ms. Gering – Alright, go ahead. Mr. Meyer – Highlight one paragraph. We have here a Memorandum of Understanding. In this Memorandum of Understanding, there is a paragraph that begins "Understanding." And it is understood that the nature and extent of the word, etc., subject and condition of the following. And I have absolutely no idea what the final plans of the High School Revitalization Project are, given that they have changed and then with changes shown on the recently submitted plans to work on the stadium. I don't have a copy of that. What the heck am I agreeing to? Mr.

Dougherty – Peter, thank you. That’s exactly...I don’t know what got baked into this or what...that’s exactly what...I know what a Memorandum of Understanding is. I can understand English. I just don’t know what this is that we’re agreeing to or if it is good for our constituents. Mr. Carr - So, we originally proposed to replace turf with turf. And at some point, the district decided that it would be preferable to replace turf with artificial turf and that changes the nature and extent of the stormwater improvements that need to be put into the project. And that was not shown on the plans that were approved in 2016 and the question became, how do we get that change through? And there is no disagreement, between engineers with regard to what’s needed from a stormwater perspective. It’s just a question of how do we process it? And we could have done it in one of two ways—as an amendment to the final approved plans. Go through the planning commission, come through Borough Council. Or process it as a stormwater and grading permit. The consensus amongst staff and professionals was to process it as a stormwater and grading permit, as opposed to an amendment to the final plans. A Memorandum of Understanding simply puts that into a legally binding document. Mr. Meyer – if you please, because it seems to me that what we have here is a statement that says those changes are shown on the recently submitted plans for work on the stadium. I have no idea what is referenced there is those changes is only the change in turf, artificial surface or whether or not there’s seventeen other items there. I can’t tell looking at this thing. If I had that in front of me and the understanding was, that the only change that is occurring here is the exchange for turf for artificial surface and the associated stormwater management changes, then I have no problem approving this. But this thing is written, this paragraph is wide open. Mr. Carr – No. Mr. Dougherty – So, Mike, is that the case, that all this is, is changing turf to turf to turf to AstroTurf? Mr. Carr – Yes. You should ask your Engineer or your Zoning Officer to tell you that what I’m telling you is true. Don’t take my word for it. Mr. Dougherty – I’m not saying, believe me, I’m not accusing you of trying to get one over on us. This just looks like a blank check and we don’t know who baked it. We have a Zoning Officer who is a contractor, not an elected official. Mr. Carr – We made, what in my view, amounts to a very minor revision to an approved final plan, that doesn’t, in my view, require a whole bunch of oversight, other than your professionals saying “Ok, now you’re doing it right.” Mr. Dougherty – Is it fair to say that all that’s being changed is, instead of turf to turf, it’s going to be turf to AstroTurf? Mr. Carr – Yes. That’s it. Mr. Dougherty – I’m sorry, I was asking Tracy that, Mike. Ms. Tackett – that’s my understanding. When we had met with them and the previous engineer, there were a few items outstanding from the Land Development, as you had pointed out, the sidewalk and, I guess, a few other engineering items. There was the option that they could finish those out and they could come back and apply for a grading and stormwater management permit, later, to change the turf to the AstroTurf. So, but they wanted to move forward with that sooner and they wanted the contractor that’s going to be doing that AstroTurf to go ahead and finish elements of the Land Development, since they changed contractors. Mr. Carr – That’s exactly correct. Ms. Tackett – So, it was suggested that, changing the turf to AstroTurf on its own was just a grading and stormwater management application. But, because they still had a few things left and they had this overall NPDES permit that complicates it, it was suggested that maybe if we allow them to merge the two, essentially, in the Memorandum of Understanding, it would allow them to use the same contractor to finish out the Land Development and do their turf, their AstroTurf and allow them to move forward and, based on the past engineer and all of our meetings, it seems like a pretty safe way to approach it, because it insured that they were going to finish those elements of the Land Development plan that they originally were going to request to get out of. In particular, some sidewalk connections and pedestrian connections to the building. Staff indicated to them we didn’t think that was a great idea. We thought that they should finish out everything from their Land Development. And so, they decided not to move forward with that amendment to take those elements out. Then that’s how we ended up with this idea of a Memorandum of Understanding to make sure that they could start the process for the turf, the AstroTurf and integrate the final pieces of Land Development. So, they still intend to do all the components of the Land Development. They’re just hoping to use a later contractor to finish it out and the goal of this document was to assure that all that gets done. That’s my understanding. Mr. Dougherty – There’s a page and a half here, I scanned it, I may have missed it, but the word “turf” does not appear in it. Does it? Maybe I missed it. Does the word turf appear? I mean, it sounds like Ms. Rettig – Dan, under number five: Plans for the stadium turf work, as currently listed on the building plans with the Borough will be processed, by the District, as an application for grading and stormwater permit. Is that what you’re talking about? Mr. Maisel – And in Dan’s defense, I mean, turf is turf. Synthetic is synthetic. Ms. Rettig – Yes. I’m sorry Ken, I don’t want to jump on you, but yes, that’s my issue with this. Ms. Fountain – May I add something to this? Ms. Gering – Yes, please Michelle, go ahead. Ms. Fountain – I agree 100% with what Tracy said and I thought it was a very good explanation. In this MOU, the terminology “High School Revitalization

Project,” means the approved Land Development plans that you guys, at the Council, approved back in 2016. As what is being told to you tonight is they are amending those Land Development plans, just to change grass to synthetic turf. I have seen a copy of the new synthetic turf plan. It was submitted as a grading permit, as Tracy said. I went through those plans, preliminarily, with their engineer yesterday. We had a very long conversation. And it is just change from grass to synthetic turf and stormwater, because synthetic turf is impervious surfaces, so they had to add a stormwater collection system. They’re adding a very large infiltration basin and then they’re going to outlet that to the surrounding area. We haven’t reviewed it. We haven’t generated comments on that grading plan, but that’s what they’re planning to do. Ms. Gering – Thank you, Michelle. Any other questions from Council? Ms. McHugh – I have one question. Why are we changing from regular turf? What is the reason for the change? Mr. Carr – Maybe Chuck Lentz, you can address that? Mr. Lentz – So, what we had found with the regular turf is it requires more frequent maintenance. By getting the synthetic turf, it will withstand. It has a life expectancy of about 10 years. Chuck Haley, correct me if I’m wrong, but it has life expectancy of about 10 years, so it would have a longer longevity. It also, we’re one of the only school districts in our athletic league, actually at this point, we’re the only one that doesn’t have synthetic turf for the kids to play on. So, we’re competing against athletic groups that are playing and practicing on synthetic turf and our kids are not. So it also upgrades the playing surface and their competitiveness in the athletic league. Chuck Haley, weigh in on this. Mr. Haley – I think you are correct. One of the things that a lot of school districts have an issue with is the ability to use their grass fields continuously through the year, depending on weather conditions. They take a beating. So a lot of school districts have chosen to upgrade at least one field to a synthetic surface, so that they have that ability. And I think that is what has come up with this school district in regard to their operations and maintenance and the longevity of their athletic facilities. Mr. Carr – And, just to add, I represent probably about a half a dozen school districts or have over the years the years and everyone has done this. Ms. Gering – Any other questions from Council. Mr. Dougherty – I would like to—I beat you Peter. I would just like to say Thank you for all the clarifications. I think this could have been a lot easier. I don’t know the machinations of why you just didn’t want to modify, but let’s not go into that, but this needed to be a lot easier. A lot easier. With seven members of Council, this should be laid out for us. Not where we have to play 20 questions. The school district is a wonderful organization, but we’re not always faced with wonderful organizations. So, when we have vague documents like this or documents that we can’t get our arms around, that’s a problem. But, I don’t have a problem with what you’re doing here, now that I understand it. But we have to do this better next time. Ms. McHugh – thank you, Dan. I agree 100%. It was very confusing. Mr. Meyer – Why’d you steal my thunder, Dan? Mr. Maisel – Alright, let’s keep going. Ms. Gering – Alright, Guys. We have a motion. Any questions from the Public, Pete, before I move on? Mr. Gray – There is one hand. I’m not sure it it’s for this, but one hand is raised. Mr. Eric Weshnak. Mr. Weshnak, if you have a comment, if you could unmute yourself. Mr. Weshnak – Yes. Hello. Can you hear me ok? Mr. Gray – Yes. Mr. Weshnak – Ok. How are you? Well I wanted to join today’s Zoom call, due to the fact that I had recently received Zoning relief for a tea house. Mr. Gray – Excuse me, Mr. Weshnak is this for the agenda item? Mr. Weshnak – No, it is not. It is not for this agenda item. This was on an unrelated topic. I may have raised my hand a bit prior to when I was supposed to. I didn’t know if there was a public discourse section at the end or I should have just raised my hand. Mr. Gray – Yes. There is a public comment period towards the end of the meeting. Mr. Weshnak – My apologies. Ok, so I’ll just stand by and wait for that part to come on later on the Zoom meeting. Mr. Gray – Yes. Mr. Weshnak – thank you, ok. Sorry. My apologies. Ms. Gering – Any questions, or no? Mr. Gray – that’s it. Ms. Gering – Ok. All in favor? ALL – Aye. Ms. Gering – Opposed? Motion passes. Good luck, guys. Mr. Carr – Thank you. We appreciate this, very much. Thank you.

Consider Resolution Authorizing Execution of Option Agreement and the Grant of and Entering into an Easement and Assignment Agreement with American Tower Corporation at the Public Works facility

Ms. Gering – Next is a resolution for authorizing the grant and entering into an easement and assignment agreement with American Tower. This is one that we’ve been going back and forth for a number of years. It’s a 99-year lease and they would be paying the Borough \$550,000. Can I have a motion for approval? Mr. Feder – I’ll make the motion. Mr. Meyer – I second, as the case may be. Ms. Gering – Alright, thank you. Alright, discussion, questions from Council. Mr. Meyer – Yes. Just for the record, I want to make sure we’re clear on this. This was bid out as a \$550,000 is the highest bid that we received for providing this kind of leasing. Is that correct? Mr. Dougherty – My understanding is that it was about, unless somebody else wants to jump in, is we were worried about that, I guess when we got the initial offer from these folks, and so we had E.J., Mr. Maisel – Yes, we did. We went outside. I think they quotes and I think the best one,

ironically and surprisingly, was the one that we got. My recollection is this was the highest. Ms. Gering – You are correct. E.J. put it out for bid. Mr. Meyer – I was just trying to confirm that for the record. That was my recollection, as well. Ms. Gering – Thank you. Any other questions from Council. Mr. Dougherty – I have a question for our Legal Counsel. You’ve been intimately involved in this production I take it, as far as. Mr. Duffy - I have. Mr. Dougherty – And the question I have. There’s been some concern raised over time, in the past, when leases extend for an excess – for a long period of time, they sort of revert, in the eyes of the law, to a sale of property, I’m not an attorney and I don’t play one on TV, but do you have any concerns about the duration of the lease triggering any sale triggers and, if it did, is there anything downstream from that aspect. Basically, where this could this be viewed as a sale and not a lease. I mean, you could say a thousand-year lease – Oh, we didn’t sell it, we’re just renting it out for a lump sum, but we didn’t sell it. In this case, we have a 99-year lease, which is a very, very, very long time. So, do you have any concerns about the duration of the lease triggering anything else? Mr. Duffy – I do not. This is for only about 4200 square feet on a much larger property. It’s a possessory right that can be terminated. It’s a 99-year lease, but if they want to walk away from it in two years, they can do that. It is not for the entire property. We retain title. We retain the rights to use it. If the entirety of the property were given exclusively to one party for 99 years and no one had rights to use it, you know, maybe you look at that issue. But, as this is drafted, no I don’t have any concerns that this would be triggered as a sale. Mr. Dougherty – Thank you very much, Tim. Mr. Meyer – Tim, let me try and, if I may ask some more questions. With a 99-year lease, and we have in several places, dollar figures. On page 2 there’s a reference of a bond in the amount of no less than \$75,000 to secure the obligations to remove the communications equipment, if they decide to terminate the lease, if agency decides to terminate the agreement. And then on page, I think it’s on page, I’m just going over this carefully, here. On page 5 there’s a reference to the general liability insurance, not less than \$1,000,000 to combined single limit of \$2,000,000. That’s perfectly reasonable now. That may not be reasonable 20 years from now. And it is certainly not going to be reasonable 50 or 98 years from now. Is there a way of somehow indexing these numbers so that they constitute relevant protections at a future date in this lease? I’m not thinking about me, I’m not thinking about my grandchildren, even...maybe my great grandchildren, if you will. Or for the future successive owner of the house I live in, but it seems that we have to do something in that regard. I don’t know what we can do. Mr. Duffy – Alright, talking about the removal bond, first. That was something that was not part of the lease agreement. They had no obligation to give any kind of financial security to secure their performance of removing their equipment at the end of the term. So, that was something that was negotiated. I’ve done that with other deals. They agreed to it and because it is a, I believe they’ve already delivered the letter of credit. Mr. Meyer – I think you’re correct on that. But, is it relevant for 50 years from now? Mr. Duffy – And, you’re right, it may not be. But, in order to have them give financial security at the outset, you have to define that amount of financial security and there’s really not a matrix for determining what an increase could be. Frankly, they didn’t want to give that. Mr. Meyer – Look, I’m an economist. I can provide you with indexes related to produce a price index and I understand why that one can’t work. What about the million dollar one? Mr. Duffy - The insurance ones? I also do a lot of leasing work and I’ve never seen an agreement where the amount of the insurance coverage is increased based upon the passage of time. And frankly, I don’t know what matrix could be employed to deal with that. Mr. Meyer – I could probably provide you with something, but of course, 99 years from now the statistical series that were available to utilize for that purpose, may not even be available. Mr. Duffy – It will be disproven and will be under some other, Ms. Gering – Peter. I don’t think we can do this. I think this is a long discussion to happen in the future. So, let’s go back legally for what is appropriate for the insurance for right now is what the lease says, correct? Mr. Duffy – Correct. Ms. Gering – Hopefully, that answers your question. We can’t do 99 years. I know you can, but we can’t. Mr. Meyer – Can I ask one more question? Ms. Gering – go ahead. Mr. Meyer – ATC is permitted to assign the easement agreement in whole or in part without the Borough’s prior consent. It says, I don’t remember on which page. I need to look, now, more carefully. Page 3. Is that, and there’s another one before that that I noticed, now. This one kind of bugged me because, can they assign the easement agreement to a hash oil shop? I mean, is the easement agreement specific to that installation? Mr. Duffy – It is. As long as it is used at its current use, they can assign it to. Mr. Meyer – Ok. I just wasn’t 100% certain, because I don’t read all the legal stuff all that well. The paragraph above it. “Will not agree to sell or lease any portion of its remaining property... I understand contiguous and adjacent to surrounding, to any competitor of ATC.” Mr. Duffy – In exchange for them paying the upfront amount of \$550,000, the Borough is agreeing that it is not going to lease another corner of that property, so that a competitor can build a cell tower and drive..... Mr. Meyer – What about two miles away where the Borough owns property? Which, by the way, it

doesn't because the Borough's not that big. Mr. Duffy – It has to be touching this property. And I don't think there are any that the Borough owns. Mr. Meyer – It says that any remaining property or any contiguous. That's what triggered me, the "or." Mr. Duffy – Any remaining portion of the property. The term property is defined to mean this particular... Mr. Meyer – I do. I got it. My stupidity. Thank you. Ms. Gering – Any other questions? Any questions from the Public? Mr. Gray – There is one hand raised. Mr. Duffy. Ms. Gering – Hello, Mr. Duffy. Mr. Ed Duffy – Tim....I'm Ed Duffy! Hey, listen, a couple of questions. How long into the lease can they opt to walk away? Was there a walk away option in there that you mentioned? Mr. Duffy – Well under the option agreement ... the option agreement is equivalent to the Agreement of Sale. They sign the Agreement of Sale and we have to close within 90 days. They'll do due diligence, do title, you know, do title work. Once the easement is signed, they could walk away the very next day, but they wouldn't get a penny of their money back, because it's fully earned as of the date that we close. Mr. Ed Duffy – Ok. That's good. Now the \$550,000, how is the Borough receiving that? In a lump sum or payout or... Mr. Duffy – Lump sum. Mr. Ed Duffy – Terrific. That's the end of my questions. Mr. Duffy – Ok. Ms. Gering – any other questions, Pete? Mr. Gray – No hands are raised. Ms. Gering – Alright, we have a motion on the table. All in favor? ALL – Aye Ms. Gering – Opposed? Alright, motion passes. Thank you, everyone.

Consider Appointments to Boards and Commissions

Ms. Gering – Next is a motion for appointment of Boards. So, can I have a motion for approval of the Boards? Ms. Feder – I'll make that motion. Ms. Gering – Thank you. Ms. Rettig – I'll second it. Ms. Gering – Thank you. Alright, the first one is for the Vacancy Board for a one-year term expiring December 31, 2021, Mr. Ed Duffy. Can I have a motion for approval? Mr. Dougherty – I'll make that motion. Mr. Maisel – Second. Ms. Gering – All in favor? Mr. Gray – That would be Resolution 21-1. Ms. Gering – Thank you. All in favor? ALL – Aye Ms. Gering – Thank you.

Ms. Gering – Next is an appointment to the Zoning Hearing Board for an opening for a three-year term expiring December 31, 2023 and that would be for Cliff Montgomery. Can I have a motion for approval? Mr. Meyer – So moved. Ms. Rettig – I second it. Ms. Gering – Thank you. All in favor? ALL – Aye Ms. Gering – Thank you.

Ms. Gering – Our next is a motion for approval for HARB for a three-year term expiring December 31, 2023 for Keith Voss. Can I have a motion for approval. Mr. Dougherty - I'll make that motion. Ms. Gering –All in favor? ALL – Aye Ms. Gering – Thank you.

Ms. Gering – Next is a motion for approval Civil Service commission for a six-year term expiring December 31, 2026 for Karen Doughty for incumbent and Kenneth Hartley for incumbent. Can I have a motion for that? Mr. Meyer – So moved. Ms. Gering – Second? Ms. Rettig – I second it. Ms. Gering –All in favor? ALL – Aye Ms. Gering – Thank you.

Ms. Gering – Next can I have a motion for approval for Park and Rec for five-year term expiring December 31, 2025 Eileen O'Neil for incumbent, Sally Weisman incumbent and Maxine Sands, which the application is attached. Ms. Rettig - I'll make that motion. Ms. Feder – Thank you. All in favor? ALL – Aye Ms. Gering – Thank you.

Ms. Gering - Next is the motion for the Shade Tree Commission for 5-year term expiring December 31, 2025 for Krayl Funch. Can I have a motion for approval? Ms. McHugh – I'll make that motion. Mr. Meyer – Second. Ms. Gering – Thank you. All in favor? ALL – Aye.

Consider Escrow Release for Gateway to New Hope, 274 South River Road – Temporary Land Bridge

Ms. Gering – Ok, next is a motion to release the escrow for Gateway to New Hope, 274 South River Road for their temporary land bridge that they did. Can I have a motion for approval? Mr. Dougherty – I'll make that motion. Mr. Meyer – Second. Ms. Gering – Thank you. Discussion from Council on this one? Mr. Dougherty – I have a question. This is a originally put, why is the escrow so much higher? Why is there so much being returned, I guess is the question? Was our escrowing math different than what they did? It's just it seems like a lot of money to be still left when the project is done. Ms. Fountain – I can probably answer that. We are recommending for release, all line items except for two. One is the maintenance of the temporary land bridge and the second one is the removal of the bridge. It's called a temporary land bridge. We didn't want to release either of those two until we got written confirmation from DCNR that they were going to take over the maintenance of that bridge until they came in and replaced it with a permanent structure. Mr. Dougherty – Thank you. Ms. Gering –Any other questions? Ms. Rettig – Yes, I remember last time this had come up there

had not been a recommendation by the Engineer and now I'm looking at your letter and I just want a verbal confirmation. You are recommending that we release the escrow for this temporary land bridge, right now, other than what you have just stated. Ms. Fountain – Yes, I am recommending that you reduce the financial security in the amount of \$58,700. Ms. Rettig – Thank you. Ms. Gering – Any other questions from Council? Any questions from the Public? Mr. Gray – Mr. Duffy, Mr. Ed Duffy does have his hand raised. Mr. Duffy, do you have a question? Mr. Ed Duffy – I don't think so. Ms. Gering – Alright, thank you. Alright, we have a motion on the table. All in favor? ALL – Aye Ms. Gering – Opposed? Motion passes. Thank you everyone.

Meeting Minutes

Ms. Gering – Next on the agenda, can I have a motion for approval for the minutes for the December 15, 2020 meeting and the January 4th workshop meeting? Ms. Rettig – I'll make that motion. Mr. Meyer – Second. Ms. Gering – Thank you. Any questions? All in favor? ALL – Aye Ms. Gering – Thank you.

Approval of Accounts Payables

Ms. Gering – Next is approval of Accounts Payable. So, it would be for Accounts Payable for December for \$172,668.09, Payroll for December 18th in the amount of \$72,728.90, Payable for December 31st is \$74,512.94 and, hold on did I get one here? I'm sorry, it was December 18th for the \$74,512.94 and then December 31st in the amount of \$70,687.26. Can I have a motion for approval? Mr. Maise – Excuse me, Connie, would you mind, would you mind going over, restating the numbers again, please? Ms. Gering – Not a problem! So, Accounts Payable for December were \$172,668.09. And then we had payroll for December, it would be December 18th in the amount of \$72,728.90, and then we have December 31st, in the amount of \$74,512.94 and then, the last one would be, it's also on my list as being December 31st in the amount \$70,687.26. Ms. Rettig - My agenda says that it's January 15th payroll. Ms. Gering – Oh, I'm sorry, you're right. The last one would be January 15th for \$70,687.26. Any questions? Alright. All in favor? ALL – Aye Ms. Gering – Thank you.

Council Member Reports on Committees

Parks and Recreation Board

Ms. Gering – Council reports. Parks and Rec? Ms. Feder – We haven't met in person, but a big Thank You to the Parks and Rec committee members, who have started taking down the Christmas decorations and to the facilities team who have been working with them on that. Everybody was really happy with the decorations in Lenape Park and the hanging baskets and we're grateful for the help from Borough staff on that. We'll go back to meetings on the phone or on Zoom next month, so we're looking forward to that, too. Ms. McHugh – the decorations were beautiful. You guys did a great job. Ms. Feder – they were so cute this year! Ms. McHugh – they really were. Ms. Gering – Nice Job!

Shade Tree Commission

Ms. Gering – Next is Shade Tree Commission, Laurie? Ms. McHugh – Hello! So, I don't have really a report, but I figured I was just going to do an update of what we've been doing for the last year. If you could share the screen for me, Peter. So, basically, Shade Tree's mission is to protect, enhance and maintain the tree canopy along the Borough streets and sidewalks. And I'm going to wait for the presentation to pop up. Mr. Gray – Do you see that? Ms. McHugh – Yes, if you go to the top corner and hit play, it should fill the screen. Or start slide show. Over to the left, the very left. Down one. There you go. Oh you know what, go to slide show up on the orange. There we go. Now you can go to the second page. Ok. So, we are the Shade Tree Commission. Our mission, again, is to protect, enhance and maintain the tree canopy along the Borough streets and sidewalks. The Commission consists of five members and we are welcoming our newest member, Krayl, who was just appointed. We meet the third Wednesday of each month at 7PM at Borough Hall. Next screen. Some of our highlights for 2020 was that we reviewed the existing tree inventory, which is over 500 trees. By an arborist, plus two additional reviews by commission committee members. We were also awarded the title of Tree USA, which is a Nationwide program. We also did a celebration of Arbor Day with a tree dedication to our beloved former Chair, Ron, who we dearly miss. And we also continue implementation of our Porous Pave Projects. And, if you go to the next screen. This is the Porous Pave Project. So, this is a material that reduces the tripping hazard and weed growth and it also increases water flow to the roots of the trees. We've done about 13 pits, so far. So, as you walk around the Borough, you'll see them. And that's it. We're going to continue our work, as well as educate the Public with the Emerald Ash Bore and the Spotted Lantern Fly invasions. And we meet tomorrow night. That's my report. That's my

update. Mr. Maisel – I have a question for Laurie. Ms. McHugh – Yes, Ken. Mr. Maisel – Those Porous squares. I'm sure there's an economics to them that's preventing us from doing these on an across the board basis. Are they expensive? I mean the value proposition and the aesthetic of it is so far superior to what it is, currently, in the week infested aspect of the trees, now, without that. So, I am really a proponent of that. I don't know the economics of them. I do remember that they were relatively costly. Ms. McHugh – Yes, they are relatively costly and we have a limited budget of \$10,000, so we do as much as we can, each year, with them. We were really luck to find this product, because for years, we were looking at the grates, which are a tripping hazard, people get their high heels stuck in them, and plus every kit is different, so they had to be custom ordered. So, this is more economic, because of that reason, but it's still expensive to do them all at once. We would love to do them all at once, if the finance committee wants to meet and come up with something. Mr. Maisel – Wow. Maybe we can work on that a little. Ms. Feder – It makes the sidewalk with the stroller so much better. It's been amazing. Mr. Maisel – It's great. It really looks great, so... Ms. Gering – Great job, Laurie. Nice presentation. Thank you. Ms. McHugh – It's the Commission. They're really a great group of people to work with. They really are fabulous. So, they really get all the thanks. I'm just here to deal with the reporting. Ms. Gering – Thank you.

Finance Committee

Ms. Gering – Next is Finance Committee. Mr. Dougherty. Mr. Dougherty – We did not have a meeting this month. I do want to let folks know that we've been thinking very hard, off-line here and there, I've been thinking off-line very hard as to, sort of the role of the Finance Committee and what sorts of things it can do. And the whole question as to what we're trying to accomplish and also what sort of thing do we do in that meeting. So, this has been a topic of discussion for the last couple of months. And, obviously, Zoom and the lack of inability to meet in person, makes it even harder to fix it. One of the things that we have, just tying back to what Laurie just said. This will be a workshop, I hope. If Connie can approve an agenda item at a workshop. But, I'm thinking that the Finance Committee is going to be recast, if you will, to be more of what's called a Financial Oversight Committee. And, by that, there'll be less, there will be no, there has never been any decisions being made, but it will be much, just monitoring. Laurie to your comment about, I wonder if the Finance Committee can free up money, I don't think that was ever our intent. We got started, if feels like, about three or four years ago at a time when we didn't have, we were on the backend of having an employee of the Borough having been arrested for embezzlement and that person happened to be the Treasurer. We didn't have a Manager or a Treasurer for a period of time. Then we had a manager and we didn't have a manager. So there were times when, basically Council had to make decisions. There was, literally no staff to do it. Now, on the other hand, we are very, very competently staffed. We are extremely well staffed. We think that Pete and Christina are just spectacular in their roles. They're experienced. They're steady. They're very good at what they do. They know far more about managing a Borough than any member of Council could ever hope to. So, we think we're going to have more of an approach with this, we're not going to walk away and just assume everything's fine, but it will be much more...less to Laurie's question, of the Finance Committee sort of vetting things and, which I used that phrase in December, I think, at meeting. I said, well we vet stuff. We don't approve stuff. We don't vote on things, but it sort of goes through the Finance Committee. That really was never our intent. It sort of grew up that way out of necessity. And we're looking back now and saying to ourselves, that's not the role of Council people to create a committee of two or three to be a block and tackler or to allocates stuff. So, we got a lot of good questions from our constituents and it's made us think about this. So, we hope to have, at our next workshop meeting, a really good description of what the Financial Oversight Committee does – exactly what it does. We have a pretty good foundation for what we think it will be. It will never be vetting or anything like that. It will be steered toward getting reports of how we are standing up to the budget. In other words, how the budget is performing, not redirecting or allocating resources. So, I think we're going to, basically, do more monitoring as opposed to trying to figure stuff out. If stuff needs to be figured out for the Shade Tree Commission, for any of the things that are going on in the Borough in each of these committees, I think it's incumbent on each committee to have someone on their committee that can synthesize their request and present it to Council, in some way at a workshop. And say, this is why we're doing this. This is what it's going to cost. This is why we think it's efficacious and all that stuff. Rather than coming to the Finance Committee for the Finance Committee to vet. So, that's where we're headed. A long-winded way to describe the new name of a committee, but that's what it is. So, stay tuned. I hope to have it fully fleshed out at the next workshop. Thank you. Ms. Gering – Thank you, Dan

Planning Commission

Ms. Gering – Peter, with Planning Commission. Mr. Meyer – I am going to try to make this very fast, because I know you want to be done by 8:30 and I only have three minutes. There are some other committee reports due, anyway. Ok, first of all, we have approved the waivers that were requested for the, this is the meeting we had on January 4th. We've approved the, let's see we gotten into a lot of the stuff having to do with the Mansion Inn and I don't think there's anything more there. We will have before you, for our next workshop, the final languages that we came up with for medical marijuana, formula restaurants, wetlands, these are all changes to Zoning. We had a very expensive discussion about what we were trying to do in terms of what we're doing looking at, going forward this year and that's going to involve very much looking at some sort of a Zoning overlay, again getting advice from the Borough from the County Planning Commission for downtown, so that people who are extending their porch three-feet when they are in the Historic District and side-setbacks, where if you applied the side-setbacks, they'd have a negative house, but they're trying to get rid of all that stuff so it doesn't have to go to ZHB. And I think those were the major things that we did, going forward. Tracy, what did I forget? Ms. Tackett – Well, Peter, the parking standards will also be coming to Borough Council a draft from Planning Commission at the February work session. Mr. Meyer – Ok. I forgot about Planning. The big baby there is that that's integrated to take a hard look at off-site parking and a whole variety of dimensions, valet, etc. etc. I'm sorry, I forgot about that. Thank you, Tracy. Ms. Gering – Thank you, Peter.

Zoning

Ms. Gering - I am the liaison for Zoning and Zoning hasn't had any meetings, so there's no report.

HARB

Ms. Gering – Ken, for HARB. Mr. Maisel – Yes. So, at the last couple of, last few weeks, Louise, JoAnn and I have been looking at something that we've been asked to address in terms of the applications that are coming in front of HARB. Which ones could be streamlined, which ones could be eliminated, which ones could be, have to be dealt with in accordance with normal procedures. So, what we're doing is we're looking at the last couple year's applications that have been put in front of HARB and seeing which ones that have been presented would currently not have to be presented, based on some adjustments that will be made and what adjustments can be made that eliminate some of those and really just drill it down to something that's a little bit more palatable and easy to deal with and, but at the same time not lose our sensitivity to what HARB is attempting to do for the Borough. So, it looks like next month is filling up in terms of the workshop between planning, the fee discussion and finance. So, I'm not sure if we can get on the schedule for the workshop next month. That would be something that Connie can decide. I think we might be ready to make a presentation and, at least, explain what it is that we think might work, just in terms of streamlining the HARB process. But, it certainly can wait until the following month, if necessary. So, that's where we stand at this point. Ms. Gering – Thank you, Ken. I know what a big project it is and I want to thank you and Louise and, of course, JoAnn for taking the time to do this. Thank you, so much.

Manager Report

Ms. Gering – Next is...do we have a Manager's report? Mr. Gray – Not at this time. Thank you.

Solicitor Report

Ms. Gering – A Solicitor's report. Thank you, Mr. Duffy, for taking part tonight.

Public Comment

Ms. Gering – Do we have any Public comments? Mr. Gray – I do not see any hands raised at this time. Oh, wait. I'm sorry, we do have one. Here we go. Mr. Eric Weshnek. Mr. Weshnek – Yes. I didn't understand. Was this the right moment to come in for Public comment that's not part of the moment? Ms. Gering – Yes, it is. Mr. Weshnek – Great. So, I just wanted to touch base with tonight's Zoom call. I was just hoping to get some guidance and I also wanted to be really transparent with the Board. A few months ago, I recently did get Zoning relief for a Tea House that I'm looking to open on Main Street. And during that time, I did get the relief and the Borough is currently appealing my Zoning decision. And I just wanted to try to get an understanding what their concerns are and if there's anything I can do to discuss with them to alleviate their concerns, that's preventing me from opening. I've done everything I can do to follow the rules and protocols to do this the right way and my business partner, who is also my fiancé, we are residents of New

Hope. We live just down the street and for a number of months, now, we've just been waiting to turn on our open sign and join the community. And I just thought that I would come and join today's zoom call to hopefully address any concerns or any issues with my Tea House that I'm trying to open. Ms. Gering – Mr. Duffy, could you respond to him, since this is being handled legally. Mr. Duffy – Is what you're saying is that this is an appeal that is now pending in the Court of Common Pleas of Bucks County? Ms. Gering and Mr. Gray – Yes. Mr. Duffy – That being the case, because this matter is presently in litigation, it would not be appropriate for the Council members to discuss the substance of that appeal during this public meeting. Any kind of forward motion and discussions on that would have to take place within the context of the Land Use appeal that's now pending in Court. Mr. Weshnek – Ok I understand. So, if I may just take one moment, then, just to speak directly to the Board, is that I just do have the greatest desire to whatever it is that's necessary for me to alleviate these concerns that the Board may have for me opening the Tea House. I'm hoping to work with you and do whatever's necessary to, hopefully, open. And, you know, I guess I'll just wait for how this plays out in the Courts. It was my hope just to let you know that I'm just trying my best to work with you and try to do whatever I can to appeal and go along with any concerns you may have had. Ms. Gering – Any other questions out there, Peter? Mr. Gray – No other hands are raised at this time. Ms. Gering – Alright, thank you.

Announcements

Ms. Gering – Announcements?

Adjournment

Ms. Gering - can I have a motion to adjourn? Mr. Dougherty – I'll make that motion. Ms. Gering –Thank you. Ken, second? Mr. Maisel – Second. Ms. Gering – Thank you. All in favor? ALL – Aye. Ms. Gering – Thank you, guys. Stay safe out there. It was nice seeing everyone's smiling faces. Thank you.