



BOROUGH OF AMBLER

COMMITTEE MEETING
AUGUST 1, 2017
7:00 p.m.

PUBLIC SAFETY
PUBLIC UTILITIES
FINANCE & PLANNING
PARKS & RECREATION
SALARY & PERSONNEL

Public Safety Committee

Tuesday, August 1, 2017
Mr. Curtis, Chairperson
Mrs. Mc Cormick
Mr. Sheward

OLD BUSINESS

1. **OPEN CONTAINER RESOLUTION**

Recommend adoption of Resolution 2017-10 suspending Ordinance 738 on August 19th, for persons attending the Criterium Bike Race. (**attached**)

NEW BUSINESS

1. **PUBLIC WORKS & CODE REPORT**

The Code Enforcement report is **attached**. The public works report will be provided.

2. **PENNDOT WINTER SERVICES AGREEMENT**

Attached please find the winter service agreement from PENNDOT, approval is requested.

3. **RED CROSS BLOOD DRIVE**

The Red Cross will be holding another Blood Drive at Borough Hall on September 8, 2017 from 2:00pm-7:pm.

BOROUGH OF AMBLER
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2017- 10

A RESOLUTION SUSPENDING ENFORCEMENT OF ORDINANCE 748
FOR PERSONS ATTENDING AMBLER BOROUGH'S
CRITERIUM BIKE RACE
ON AUGUST 19, 2017

BE IT RESOLVED that Ordinance 738, Codified in the Borough Ordinances at §6-101, prohibiting the carrying of alcoholic beverages in open containers, will not be enforced on August 19, 2017 against any attendee of Ambler Borough's Criterium Bike Race event. During the event, vendors and merchants will sell alcoholic beverages which may be carried and consumed by attendees within the visible boundaries of the event. Ordinance 748 will remain in force in the remainder of the Borough on those dates. All other laws relating to public conduct, including public intoxication and underage drinking, will remain in full force and effect, including throughout the festival events.

SO RESOLVED this 18th day of July, 2017.

Salvatore Pasceri, Council President

Mary Aversa, Secretary

Borough of Ambler

Code Enforcement Report for July 2017

PERMITS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Building	6	8	9	15	12	11	11						72
Dumpster	1	3	2	0	1	2	3						12
Fire	0	0	0	0	2	1	0						3
Mechanical	1	3	3	3	4	0	1						15
Plumbing	1	7	4	6	5	0	4						27
Road Opening	2	0	1	2	2	5	1						13
Use and Occupancy	1	1	1	0	4	1	0						8
Vendor Sales	0	0	0	0	0	0	0						0
Zoning	1	2	3	2	3	11	4						26
Rental Inspections	1	0	2	10	13	47	38						111
TOTALS	14	24	25	38	46	78	62						287



7000 Geerdes Blvd.
King of Prussia, PA 19406

July 21, 2017

RECEIVED
JUL 24 2017
AMBLER BOROUGH

Winter Traffic Services Agreement

Dear Municipal Officials:

Attached is the Exhibit "A" for 2017/2018 season for the above mentioned agreement in your municipality.

We have received approval to offer an increased rate based on Maintenance Functional Classification (MFC) as outlined below. Please review exhibit carefully. If there are any discrepancies or questions concerning the exhibit, mark them in **red ink** and return it.

MFC	"B"	"C"	"D"/"E"
	\$1,183.04	\$1,105.04	\$1,023.05

If your municipality accepts the exhibit as it is presented, we are asking that you complete the form at the bottom of this letter and return it to Amy Cosgrove at 7000 Geerdes Blvd., King of Prussia, PA 19406.

If you wish to terminate your agreement with the Department, please notify this office within two weeks from the date of receipt of this letter. Questions or comments can be referred to Amy Cosgrove at 610-205-6755.

Thank you for your participation in this program.

Sincerely,

John F. Krafczyk
Assistant District Executive - Maintenance
District 6-0

Municipality: BOROUGH OF AMBLER Phone No.: 215-646-1000
 Contact Person: Mary Aversa County: MONTGOMERY
 Address: 131 Rosemary Ave Ambler Pa 19002

The need is constant.
The gratification is instant.
Give blood.



**American
Red Cross**

Borough of Ambler

American Red Cross Blood Drive

Friday, September 8th (2-7 pm) - GYM

Make an appointment today -- go to www.redcrossblood.org

Enter the sponsor keyword: **ambler**

or call 1-800-Red-Cross

For questions contact Borough Manager Mary Aversa
maversa@borough.ambler.pa.us

Save up to 15 minutes at your appointment with *RapidPass*.
Learn more at redcrossblood.org/RapidPass

Area hospital patients are counting on you!

Remember to **HYDRATE** - drink plenty of water. Please remember your ID.

redcrossblood.org | 1-800-RED CROSS

Public Utilities Committee

Tuesday, August 1, 2017
Mr. Zaccone, Chairperson
Mr. Curtis
Mr. Pasceri

OLD BUSINESS

1. **WATER FACILITY DRIVEWAYS**

Quotes are being obtained to pave the driveways at the Borough Wells, the project was budgeted.

NEW BUSINESS

1. **WWTP ENGINEER REPORT**

The WWTP Engineer's report will be provided.

2. **MONTGOMERY COUNTY LEASE**

See **attached** lease between Montgomery County, ("Lessee") and the Borough of Ambler ("Lessor"), for their antennas and equipment on Houston Road Tank.

COMMUNICATIONS ANTENNA LEASE AGREEMENT

This Communications Antenna Lease Agreement ("Agreement") is entered into this _____ day of _____, 2017, between the COUNTY OF MONTGOMERY, ("Lessee") and the BOROUGH OF AMBLER ("Lessor"), for good and valuable consideration of the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of a parcel of land (the "Land") on which is located a Water Tower (the "Tower") known as Houston Road Water Tank, located at 634 Houston Road, Lower Gwynedd, Montgomery County, Pennsylvania (the Water Tower and Land are collectively, the "Property"). Lessor hereby leases to Lessee and Lessee leases from Lessor antenna space on the top of the Tower to service the Lessee's telecommunications equipment, which will be located in an equipment building on the Property shared with Sprint Nextel. Lessor shall also provide access and utility easements, as needed, to service the equipment building. The leased areas (the "Premises") are as described in Exhibit "A" attached hereto and made a part hereof.

2. Use. The Premises may be used by Lessee for any activity in connection with the provision of Montgomery County's Emergency 911 Communications Services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Lessee shall be responsible for obtaining all such approvals, including zoning and other necessary permits at Lessee's sole expense.

3. Tests and Construction. Lessee shall have the right, at any time following the full execution of this Agreement, to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary tests and constructing the Lessee Facilities (as defined in paragraph 6 (a) below). Lessor shall provide necessary access to the premises for Lessee to perform under this Lease Agreement.

4. Term. The term of this Agreement shall be ten (10) years commencing on _____, 2017, or issuance of a building permit for construction of Lessee Facilities, whichever occurs first ("Commencement Date"), and terminating on the anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. Rent. The County agrees to pay to Lessor an annual rental of One Dollar (\$1.00) during the term of this Lease.

6. Facilities: Utilities Access.

(a) Lessee has the right to erect on the Tower and maintain and operate on the Premises radio utilities lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"), which relate to Montgomery County's Emergency 911 service. In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's operations and to install

transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall remain in Lessor, subject to this Lease Agreement. All of Lessee's Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all of Lessee's Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. The specification as set forth in Lessee's letter December 6, 2006 are hereby incorporated by reference. Prior to undertaking any work, Lessee will submit plans to the Lessor for determination that the work will not interfere with the rights of other tenants under existing Leases and will not impair the structural integrity of the tower;

(b) Lessee shall pay for the electricity it consumes for its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, if needed, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Lessee shall provide the Water Authority adequate physical space and 120 VAC, 15 ampere battery-backed electrical service for their SCADA Control and Monitoring System power supplies. Connectivity will be the responsibility of the Water Authority.

7. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, including installation of equipment and building, all as provided for herein.

8. Repairs. Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6 (a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted. Should Lessee cause any damage to Lessors' Water Tower or Property during installation, Lessee shall be responsible for repair of such damage.

9. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid and unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor:

Borough of Ambler
131 Rosemary Avenue
Ambler, PA 19002

Lessee:

Montgomery County Emergency Dispatch Service
50 Eagleville Road
Eagleville, PA 19408
Attention: Director

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

(f) All Riders and Exhibits annexed hereto form material parts of this Agreement.

Attest:

LESSEE:

MONTGOMERY COUNTY

BY:

Attest:

Mary Aversa, Borough Secretary

LESSOR:

BOROUGH OF AMBLER

BY:

Salvatore Pasceri, Council President

Finance & Planning Committee

Tuesday, August 1, 2017

Mr. Sheward, Chairperson

Mr. DeRuosi

Ms. Tomlinson

OLD BUSINESS

1. **STORMWATER ORDINANCE**

Montgomery County has created a new model ordinance intended to achieve continuing compliance with Act 167 and to remain compliant with law. Title 26, Part 4 of the codified ordinances, will include a new Part 4 to be called the Ambler Borough Storm water Management Ordinance. The ordinance was sent to the Planning Commissions for review.

NEW BUSINESS

1. **BOROUGH ENGINEER'S REPORT**

The Borough Engineer's report is **attached**.

2. **BAMBOO ORDINANCE**

Several options were received from the Planning Commission to address the spread of bamboo in the Borough.

3. **TAX CLAIM BUREAU**

Authorization to approve consent with the County Tax Claim Bureau for the repository tax sale of a Church Street property (Parcel 01-00-01302-80-3) for the proposed bid amount of \$500 to prospective bidder Blackstone Investments LLC. (**attached**)

4. **MS4 – PUBLIC COMMENT**

The 30-day public comment period will run August 1-30 for the MS4 (Municipal Separate Storm Sewer System) Pollution Reduction Plan & TMDL (Total Maximum Daily Load) Report. This is required for the MS4 Notice of Intent (NOI) due in September.

5. **AMBLER BUSINESS PRIVILEGE TAX**

The Committee would like to discuss the Business Privilege Tax and determine if a reduction is feasible.

6. **HUMAN RELATIONS COMMITTEE**

Attached, please find a draft Memorandum of Understanding between the state and the Amber HRC. The MOU is to ensure that prospective Complainants get the chance to file both with the state HRC and Amber HRC. This actions would secure an individual's rights to have their allegations investigated and processed fully. The Exhibit C to the proposed MOU comes from the PHRC's Chief Counsel's office in conjunction with the Attorney General's office and is designed to ensure "confidentiality" of shared information.

AMBLER BOROUGH

Project No.	Project Name	Status
Borough Engineer		
2001-1010	TEA-21 - Ambler Streetscape 2002	Construction underway. Boring under SEPTA rail line for signal conduit scheduled 7/29/17.
2003-0122-01	Ambler-2013 NPDES MS4 Permit	Public comment period for PRP 8/1/17 thru 8/30/17. NOI for 2018 Individual MS4 Permit due 9/16/17. Next Annual report due 9/30/18 for period 3/16/16 thru 6/30/18.
2006-08054	Pedestrian Sidewalk Upgrade Program	Plan revision underway for resubmission to DVRPC.
2011-01116-01	Glen Mawr Homes-Edgewood SD	Review of Lot 15, Edgewood Dr provided 5/5/16.
2013-02020	Ambler Crossings	Construction underway.
2014-04103	Wissahickon Act 167 Plan (Ambler)	Act 167 Plan approved by MontCo and PADEP. New storm water ordinance required to be adopted by 1/16/16. Ordinance provided 12/4/15.
2014-12015	St. Mary's Villa Residential Redevelopment - TIS	Meetings with PennDOT, Developer & Ambler held 3/2/15 & 9/15/15. TIS review provided 6/11/15, 8/11/16.
2016-05051	Ambler Borough 2016 Paving Program	Construction complete. Maintenance period expires 5/12/18
2017-01010	2017 Ambler Borough General Services	On-going. Review of structural condition on Whitemarsh WTP access bridge underway.
2017-01010-02	Ambler Traffic Signals	Preparation of pedestrian flasher signal permits underway.
2017-01032	N. Maple Ave Culvert Assessment	Culvert assessment underway
2017-01105	Ambler Borough 2017 Road Paving	Base bid and alternate bid awarded to GoreCon, Inc. Contractor to provide agreement and bonds. Anticipate start of work in September.
Sewer Engineer		
2013-02020-01	Ambler Crossings - Sewer	Construction underway.
2017-01050	Ambler Borough General Sewer Services	On-going
Water Engineer		
2013-02020-02	Ambler Crossings - Water	Construction underway.
2016-04009	Maple Ave Water Main Replacement	Field survey completed. Awaiting further direction from Water Superintendent.
2016-07041	Whitemarsh NPDES Permit	Application for NPDES permit renewal submitted to DEP 12/23/16.
2017-01049	Ambler Borough General Water Services	On-going
2017-03065	Prophecy Creek Bridge	Assisting Water Dept. with review of County's plans for bridge replacement project and impact on existing water main.
2017-03128	Lafayette Ave. Water Main Replacement	Bids due 8/8/17.

GILMORE & ASSOCIATES, INC.

AMBLER BOROUGH

Project No.	Project Name	Status
2017-04067	Broad Axe Tank Verizon Wireless	Plans approved via letter dated 4/24/17.
2017-07061	Houston Road Verizon 2017 Antenna Modification	Plans submitted 7/18/17; currently under review.

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

The Pennsylvania Human Relations Commission (hereinafter "PHRC") and Ambler Borough Human Relations Commission (hereinafter "ABHRC").

This Memorandum of Understanding is made effective on the _____ day of _____, 2017.

WHEREAS, in accordance with applicable law, it is the intent of both the PHRC and ABHRC that no person will be denied the opportunity to file allegations of unlawful discrimination with either the PHRC or the ABHRC; and

WHEREAS, consistent with applicable law, it is the desire of both Commissions to maximize the service provided to the public; and

WHEREAS, in order to avoid duplication of effort, Section 12.1(e) of the Pennsylvania Human Relations Act (hereinafter "PHRA") provides that notification shall be given by the ABHRC to the PHRC when an individual files a complaint with the ABHRC that also comes under the PHRC's jurisdiction. Similarly, Section 7(n) of the PHRA provides that the PHRC shall notify the ABHRC of complaints received by the PHRC that would also come under the ABHRC's jurisdiction; and

WHEREAS, under the complaint process created by the Ordinance that established the ABHRC, when the ABHRC receives a complaint, the ABHRC must notify the one charged with a discriminatory act or practice (hereinafter the "Respondent") that a complaint has been filed. Once the Respondent's answer has been received, or, if no answer is filed within 60 days of service of the complaint, ABHRC is to seek the consent of both the Respondent and Complainant to mediate. If both parties consent to mediation, ABHRC will attempt to facilitate mediation.

WHEREAS, ABHRC's Ordinance only grants ABHRC the authority to facilitate mediation and no further processing of a complaint.

WHEREAS, Section 3 of the PHRA declares that being free from discrimination is a civil right "which shall be enforceable as set forth in Act."

WHEREAS, Section 12(c)(1) of the PHRA prohibits those who have filed complaints with the PHRC from filing an action in the courts of common pleas of the Commonwealth until the PHRC dismisses a complaint or a year has passed. In other words, to seek remedy for a PHRA violation, an individual must exhaust their administrative remedies before attempting to file in court.

WHEREAS, Section 12.1(a) of the PHRA authorizes legislative bodies of political subdivisions to establish local Human Relations Commissions.

WHEREAS, Section 12.1(d) of the PHRA gives such legislative bodies the authority to grant to local HRCs powers and duties similar to those exercised by the PHRC.

WHEREAS, because the Ambler Borough Human Relations Ordinance grants ABHRC authority limited to mediation, given the unsettled status of Pennsylvania case law, there is a strong likelihood that an individual who has filed their civil rights/discrimination claim with ABHRC only, cannot proceed to common pleas court regarding any action that would fall under the PHRA's jurisdiction.

WHEREAS, under the ordinance creating the ABHRC, claims filed with ABHRC that exceed the jurisdiction of the PHRC could proceed to common pleas court when the matter has not been resolved by mediation.

NOW THEREFORE, it is stipulated and agreed between the PHRC and the ABHRC as follows:

1. When a person files a complaint with the ABHRC that involves alleged acts of discrimination prohibited by PHRA, the ABHRC shall inform the

person that the ABHRC may also accept the individual's PHRC complaint for filing.

- a. When a person who filed a complaint with the ABHRC expresses their wish to also file their complaint with the PHRC, ABHRC will advise the person that normally, a complaint must be filed with the PHRC within 180 days of the alleged act of harm.
- b. The ABHRC shall either provide the person with a copy of the relevant PHRC Questionnaire or give the person information about filing a claim by completing the PHRC's online questionnaire on the PHRC's website. A sample notice is attached as Exhibit "A."
- c. In the event that the person wishes to complete a paper copy of the questionnaire, in order to protect the person's rights under the PHRA, once the person completes the PHRC Questionnaire, ABHRC will date stamp and expeditiously forward the completed PHRC Questionnaire to the PHRC's Central Offices, located at 333 Market Street, 8th Floor, Harrisburg, PA 17101-2210.
- d. When a case is filed with both ABHRC and the PHRC, ABHRC will provide the named Respondent with notice of the dual filing and document retention requirements. A sample notice is attached as Exhibit "B."
- e. Upon the PHRC's receipt of a dual filed complaint, the PHRC will time stamp the Questionnaire "complaint" and maintain a hard copy of the complaint in a separate folder bearing ABHRC's name. PHRC will send notice of receipt and a document retention notice to the Complainant and Respondent.
- f. The PHRC will hold the complaint for a period of six months while ABHRC engages in dispute resolution activities authorized by ABHRC's Ordinance.

- g. For complaints that are received by ABHRC, ABHRC will offer mediation consistent with the ABHRC Ordinance.
 - h. ABHRC will notify the PHRC as soon as a matter has been resolved or as soon as the ABHRC determines that mediation has failed and their work is done. The ABHRC shall give the PHRC this notice no later than 6 months after the ABHRC's receipt of the complaint.
 - i. When the ABHRC notifies the that mediation failed to resolve the complaint, the PHRC will docket, serve and initiate an investigation of the allegation(s) and otherwise follow the PHRC's normal case processing procedures.
 - j. At the conclusion of the PHRC's action on the complaint, the PHRC will provide the ABHRC with a report.
2. The ABHRC will also inform all persons who file a complaint with the ABHRC of their possible right to dual file their complaint with the Equal Employment Opportunity Commission (EEOC) (employment complaints only) and if the matter is a housing complaint the ABHRC will inform the person of the possible right to also file the complaint with Department of Housing and Urban Development (HUD.)
- a. EEOC's address and contact information is as follows:
Equal Employment Opportunity Commission
Philadelphia District Office
127 North Fourth Street
Philadelphia, PA 19106
Phone – (215) 597-9350 or toll free – 800-USA-
EEOC - EEOC's TDD Number for individuals with hearing impairments is (202) 634-7057
 - b. HUD – contact with HUD is through HUD's website
3. The ABHRC shall sign and abide by the "Information Sharing and Confidentiality Agreement" attached as Exhibit "C."

4. In addition to the dual filed complaints discussed in paragraph 2 above, the ABHRC will provide the PHRC notice of complaints within the PHRC's jurisdiction when such complaints are received.
5. Provided that the ABHRC signs and complies with the Information Sharing and Confidentiality Agreement, the PHRC will make a good faith effort to ascertain those complaints that have been filed with the PHRC that are also covered by the ABHRC Ordinance.
 - a. The PHRC will generate a report containing the names of the parties and general nature of the allegations.
 - b. The PHRC will provide a report semi-annually, during the month of January and the month of July.
6. Should ABHRC's Ordinance be modified in anyway, ABHRC will, within 30 days, give the PHRC notice of the modification and its contents. Should the PHRA be modified in anyway, the PHRC will, within 30 days, give ABHRC notice of the modification and its contents.
7. Nothing contained in this Memorandum of Understanding shall be construed in such a way as to negate or violate the policies or regulations of either Commission. Further, this Memorandum of Understanding is subject to such amendment or modification as may be required from time to time to meet any changes in applicable law, or as agreed to by the parties.
8. Any amendment or modification to this Memorandum of Understanding must be in writing and signed by all parties hereto.
9. The provisions of this Memorandum of Understanding are severable and if any of its section, clauses or sentences shall be held invalid for any reason, such provisions shall not affect any of the remaining sections, clauses or sentences.
10. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of Pennsylvania. Should a

dispute arise, the parties agree to first attempt to resolve the issue informally between agencies, then failing to resolve the matter informally, to seek relief in a court of competent jurisdiction.

11. This Memorandum of Understanding shall be in effect for a period of five years from the date signed by the parties.
12. Either party can cancel this Memorandum of Understanding at any time provided the party provides 30 days written notice.
13. This Memorandum of Understanding shall automatically renew unless, within 30 days prior to the renewal date, either ABHRC or the PHRC provides written notice of nonrenewal.
14. Notice shall be effective upon a writing submitted by the Chairperson of the ABHRC or the Executive Director of the PHRC and sent by first class mail to the other party at the following address:
 - a. Chairperson ABHRC
c/o Borough Manager's Assistant
Ambler Borough
131 Rosemary Avenue
Ambler, PA 19002
 - b. Executive Director, PHRC
333 Market Street, 8th Floor
Harrisburg, PA 17101-2210

Signed as set forth below:

BY _____ Date: _____

M. Joel Bolstein, Interim Chair
Pa. Human Relations Commission

BY: _____

Date: _____

Ambler Borough HRC
Chairperson

By: _____

Date: _____

JoAnn Edwards, Executive Director
Pa. Human Relations Commission

APPROVED AS TO FORM AND LEGALITY

BY _____

Date: _____

PHRC Chief Counsel

BY _____

Date: _____

Deputy Attorney General

EXHIBIT "A"

NOTICE

In order to preserve your rights, you must also file a Complaint with the PHRC. Normally, to be timely, a **Complaint must be filed within 180 days.**

You may file a Complaint with the PHRC by requesting a copy of the PHRC's relevant Questionnaire – completing the Questionnaire and forwarding the completed Questionnaire to the PHRC's Philadelphia regional office:

PHRC - Intake Division
110 North 8th Street, Suite 501
Philadelphia, PA 19107

You may also file an employment Complaint with the PHRC by filing your Complaint online. The procedure to file online is as follows:

PHRC Website – www.phrc.pa.gov

Left hand column – click – "Online Complaint forms"

Scroll down to "New" – click on "you can also file an employment complaint online"

Create a Keystone ID by following instructions "New User"

If you experience any difficulty using the online form, please contact the PHRC's Central Office at 717-787-4410.

Exhibit B Records Retention Notice

Date

Name

Address

Re: Complaint name v. Respondent name (and case number if ABHRC uses one)

Dear _____(Complaint and or Respondent):

This is to notify you that the complaint that has been filed with Ambler Borough Human Relations Commission (ABHRC) has been forwarded to the Pennsylvania Human Relations Commission (PHRC) for filing. Because this matter has been filed with both ABHRC and the PHRC, you are notified that you must retain any and all payroll, personnel or other records that may be related to the statements in the complaint until the final disposition of the matter by the PHRC; See 16 Pa. Code §41.82.

Sincerely,

Ambler Borough Human Relations Commission

**Information Sharing and Confidentiality Agreement BETWEEN
The Pennsylvania Human Relations Commission
and the _____ Human Relations Commission**

This Information Sharing and Confidentiality Agreement ("IS&C Agreement") made effective on the ___ day of _____ (the Effective Date") by and between the Pennsylvania Human Relations Commission, (hereinafter "PHRC" or the "Commission") and the _____ (hereinafter "LHRC"), collectively referred to as "the parties to this IS&C Agreement").

WHEREAS, Section 12.1(a) of the Pennsylvania Human Relations Act (PHRA) states:

The legislative body of a political subdivision may, by ordinance or resolution, authorize the establishment of membership in and support of a Local Human Relations Commission. The number and qualifications of the members of any local commission and their terms and method of appointment or removal shall be such as may be determined and agreed upon by the legislative body, except that no such member shall hold office in any political party. Members of a local commission shall serve without salary but may be paid expenses incurred in the performance of their duties.

And, WHEREAS, Section 12.1(d) of the PHRA states:

The legislative bodies of political subdivisions shall have the authority to grant to local commissions powers and duties similar to those now exercised by the Pennsylvania Human Relations Commission under the provisions of this act;

And, WHEREAS, Section 12.1 (e) of the PHRA states:

The local human relations commission shall notify the Pennsylvania Human Relations Commission of complaints received involving discriminatory acts within that commission's jurisdiction.

And, WHEREAS, Section 7 (n) of the PHRA provides that among the Commission's powers and duties are the following:

To notify local human relations commissions of complaints received by the Pennsylvania Human Relations Commission involving persons within a commission's jurisdiction. The Pennsylvania Human Relations Commission may enter into work-sharing agreements with those local commissions having comparable jurisdiction and enforcement authority.

And, WHEREAS, complaint information and other information received by the PHRC during its investigation of a claim but before a public hearing is confidential information exempt from disclosure under the Pennsylvania Right to Know Law, and federal employment discrimination laws, including Title VII and the Americans with Disabilities Act;

And, WHEREAS, the LHRC has been duly established by local ordinance as set forth in the Section 12.1 of the PHRA and, as a result has the legal authority to receive and protect the confidentiality of information regarding information about complaints received from the PHRC;

And, WHEREAS, the PHRC and the LHRC intend to protect confidential, sensitive, privileged or otherwise protected information that is shared between them as a result of complaint notification;

NOW THEREFORE, intending to be legally bound hereby, it is Stipulated and Agreed between the parties to this Information Sharing and Confidentiality Agreement (IS&C Agreement) as follows:

A. Information Sharing Agreement Provisions

- a. The LHRC agrees, consistent with Section 12.1(e) of the PHRA, to notify the PHRC of all complaints received involving discriminatory acts within the PHRC's jurisdiction.
- b. The LHRC shall notify the PHRC as follows:
 - i. Name and address of the parties and specific type of discrimination claim
 - ii. LHRC shall provide this information on a monthly basis to PHRC's Central office at 333 Market Street 8th Floor Harrisburg PA 17101

- iii. LHRC will send a copy of the complaint by mail to PHRC's central office at 333 Market Street 8th Floor Harrisburg PA 17101
- c. The PHRC agrees, consistent with Section 7(n) of the PHRA to notify the LHRC of all complaints received regarding discriminatory acts within the PHRC's jurisdiction.
 - i. PHRC will provide name and address of the parties and the type of claim
 - ii. PHRC will provide the information set forth in A.C.i above two times per year, during the month of January and during the month of July..
 - iii. PHRC will send this list of parties' names, addresses and claims by mail to the address of the LHRC.

B. Confidentiality Provisions

1. Any information that is provided by the PHRC or the LHRC will be presumed to be regarded as and treated by the other party as confidential information.
2. When information is provided, the Receiving Entity (PHRC or LHRC) shall not to disclose confidential information to any third party, without the prior written consent of the Providing Entity (PHRC or LHRC) or a court order.
3. The PHRC and LHRC agree that their sharing of confidential information under this Agreement shall not constitute public disclosure. The PHRC and LHRC further agree that, by their sharing of confidential information under this agreement, they in no way intend to waive confidentiality or an applicable privilege or other legal protection-including but not limited to, the attorney-client privilege, the deliberative process privilege, or the work product doctrine – nor does this Agreement waive or alter any provisions of any applicable laws relating to nonpublic information. The Parties expressly reserve all evidentiary privileges, immunities, and other legal protections applicable to the information shared under this Agreement.

4. The Receiving Entity will take all actions reasonably necessary to protect and preserve the confidentiality of any Confidential Information and any applicable privileges or other legal protections and to protect any personally identifying information contained therein. Such actions include, but are not limited to:
 - a. Restricting access to Confidential Information to only those officers or employees of the Receiving Entity who have a bona fide need for such information in carrying out the Receiving Entity's responsibilities;
 - b. Informing its officers, employees, or agents who are provided access to such Confidential Information of the Receiving Entity's responsibilities under this Agreement; and
 - c. Establishing appropriate administrative, technical, and physical safeguards for maintaining such Confidential Information.
5. If the Receiving Entity is served with a subpoena or other similar legal process that purports to require production of Confidential Information, or if the Receiving Entity receives a request for Confidential Information or an appeal under the Right to Know Law or equivalent local, state or federal laws, the Receiving Entity will:
 - a. Immediately notify the Providing Entity and provide to it copies of such subpoena, other process, request or appeal, including all attachments;
 - b. Afford the Providing Entity the opportunity to take steps to preserve, protect, and maintain the confidentiality of such information or any applicable privileges or other legal protections, and to prevent the disclosure of any records as defined by the Privacy Act, 5 U.S.C. § 552a(a)(4), contained therein;

- c. Cooperate fully with the Providing Entity to preserve, protect, and maintain the confidentiality of such information or any applicable privileges or other legal protections, and to prevent the disclosure of any records as defined by the Privacy Act, 5 U.S.C. § 552a(a)(4), contained therein;
 - d. Notify the party seeking such information that the information is considered the property of the Providing Entity and that subpoenas, legal process, requests, or appeals for such information must be made directly to the Providing Entity in accordance with applicable law;
 - e. Resist, to the extent legally permissible practicable, production of such information pending receipt of written consent from the Providing Entity to the production of that information; and
 - f. Consent to any application by the Providing Entity to intervene in any action to preserve, protect, and maintain the confidentiality of such information or any applicable privileges or other legal protections, and to prevent the disclosure of any records.
6. Either party to this Agreement may terminate this IS&C Agreement with respect to the prospective sharing of information by providing thirty (30) calendar days advance written notice to the other party. In the event of such termination, any information previously obtained by a Receiving Entity under this Agreement, if not returned, will remain the property of the Providing Entity, and the Receiving Entity will continue to observe all terms and conditions of this Agreement with respect to such information.
7. As soon as practicable after execution of this IS&C Agreement, both the PHRC and the LHRC will advise the other party of the name, title, and contact information, including mailing addresses, e-mail addresses, telephone numbers, and fax numbers, for the designated official(s) who will serve as that party's point of contact for purposes of exchanges of information regarding pending complaints.

8. Notice of change in statutory authorization: The LHRC will notify the PHRC of all changes to the Enabling Ordinance that controls the LHRC. PHRC will notify the LHRC of all changes to the PHRA.

9. Notice: Notice shall be effective upon a writing submitted by the LHRC Chair or the Executive Director of the PHRC and sent by first class mail to the other party at the following address:

a. Chairperson ABHRC, c/o Township Manager, Ambler Borough, 1176 Old York Road, Abington, PA 19001

b. Enforcement Director, PHRC , 333 Market Street, 8th floor, Harrisburg, PA 17101

JoAnn L. Edwards, Executive Director
PA Human Relations Commission

Date

ABHRC Chair

Date

Parks & Recreation Committee

Tuesday, August 1, 2017
Mr. DeRuosi, Chairperson
Mrs. Deininger
Mrs. Hertz

OLD BUSINESS

1. **FREE LIBRARIES**
The borough is collecting gently used children's books and mature books for use in our free libraries.
2. **MOVIE NIGHT**
The next Movie Night is Moana, on Saturday September 9th at Knight Park at dusk. If weather is an issue it will be moved to Borough Hall at 7:00pm.

NEW BUSINESS

1. **EAC**
The EAC would like to discuss rain gardens.
2. **SUMMER PARK EVENTS**
The committee is working with Ambler Main Street to schedule the following events:
Yoga at Pickering Field on August 12, from 9:00am -10:00am and August 17,
from 6:30pm -7:30 pm.

Salary & Personnel Committee

Tuesday, August 1, 2017
Ms. Nancy Deininger, Chairperson
Mrs. Mc Cormick
Ms. Tomlinson
Mrs. Hertz

OLD BUSINESS

1. COMMITTEE VACANCIES

Vacancies exist on the Environmental Advisory Council and Appeals Board. Interested candidates are asked to send a letter of interest and resume to the Borough Manager.

NEW BUSINESS

1. EXECUTIVE SESSION

An executive session is needed.

Public Comment Procedure:

As a reminder, it will not be the practice of Council to answer questions and/or engage in dialogue with the speaker during the Public Comments section of the meeting. Comments regarding any and all employee issues will not be entertained. Council may address items or questions raised at the next scheduled Committee/Council meeting, but reserves the right to determine agenda items. Council requests that those in attendance refrain from engaging the speaker during public comments. Thank you for your cooperation.

Ambler Borough Council