



BOROUGH OF AMBLER

COMMITTEE MEETING

May 1, 2018

7:00 p.m.

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

Public Safety Committee

Tuesday, May 1, 2018

Mr. Zaccone (Chair)

Mrs. Deininger

Mrs. Siskind

OLD BUSINESS

1. **ST. MARY'S DEVELOPMENT**

The Borough Engineer discussed the Storm Water Plans and Traffic Study for St. Mary's development. Borough Council is discussing options to address the concerns of residents. The Pedestrian Detour plans were reviewed as well as the traffic counts for Lindenwold and Bethlehem Pike.

2. **RED CROSS**

The Red Cross has schedule a blood drive at the Ambler Borough Hall Gym to be held Wednesday, June 13 (2-7 p.m.)

NEW BUSINESS

1. **PUBLIC WORKS & CODE REPORT**

The Code Enforcement report and Public Works report are **attached**.

Borough of Ambler

Code Enforcement Report for April 2018

PERMITS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Building	7	8	4	8									27
Dumpster	0	1	2	1									4
Fire	0	0	0	0									0
Mechanical	3	3	1	3									10
Plumbing	7	5	3	6									21
Road Opening	1	118*	0	2									121
Use and Occupancy	0	0	4	0									4
Vendor Sales	0	0	0	0									0
Zoning	2	0	2	7									11
Rental Inspections	26	12	66	78									182
TOTALS	46	147	82	105									380

*February Road Opening Permits number associated with the ongoing PECO service upgrades throughout the Borough

Public Utilities Committee

Tuesday, May 1, 2018

Mr. Pasceri (Chair)

Mr. Zaccone

Ms. Tomlinson

Mrs. Siskind

OLD BUSINESS

1. **WATER AUTHORITY**

The Borough is considering changing the status of the Water Department and form an Authority. The process and reasons for the recommendation were discussed. The Solicitor is waiting for a response from the PUC.

2. **WELL 8 PAVING**

Staff is obtaining quotes for the repaving of the Well 8 driveway.

NEW BUSINESS

1. **WWTP ENGINEER REPORT**

The WWTP Engineer's report will be provided.

2. **LOCH ALSH RESERVOIR**

The repair of the Loch Alsh Reservoir automatic valve is scheduled to be performed by Caddick for the low quote of \$9,674.

3. **SYSTEM FLUSHING**

Water Department will be undertaking routine system hydrant flushing later this spring. A daily flushing schedule will be posted on the Borough website.

Finance & Planning Committee

Tuesday, May 1, 2018

Ms. Tomlinson (Chair)

Ms. Di Pietro

Ms. McKenna Endicott

OLD BUSINESS

1. **BAMBOO ORDINANCE**

Attached are the review letters from the Planning Commissions on the Bamboo Ordinance to address the spread of bamboo in the Borough.

2. **BOROUGH PROFESSIONAL SERVICES**

The Committee is reviewing the draft Statements of Qualifications for professional services.

3. **FARMERS MARKET-SEPTA LEASE**

Staff has been working with SEPTA on the 2018 Farmers Market Lease.

NEW BUSINESS

1. **BOROUGH ENGINEER'S REPORT**

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

2. **AMBLER LAKEVIEW**

Summit Realty is scheduled to present to Council on May 15th the proposed floodplain and floodway revisions for their proposed apartment project. (**attached**)

AMBLER BOROUGH, MONTGOMERY COUNTY, PA

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOROUGH OF AMBLER AMENDING CHAPTER 10, PART I OF THE BOROUGH CODIFIED ORDINANCES (GRASS AND WEEDS) BY ADDING A NEW SECTION 10-105, FORBIDDING THE PLANTING OF CERTAIN TYPES OF NEW BAMBOO PLANTS WITHIN THE BOROUGH; REQUIRING REMOVAL AND ABATEMENT OF EXISTING BAMBOO IN CERTAIN CIRCUMSTANCES; LEAVING THE REMAINDER OF THE ORDINANCE IN FULL FORCE AND EFFECT; EFFECTIVE ON THE EARLIEST DATE PERMITTED BY THE PENNSYLVANIA BOROUGH CODE

WHEREAS, the Ambler Borough Council seeks to preserve and protect private and public property from the damaging spread of bamboo grasses, and

WHEREAS, the Borough has received numerous complaints about bamboo that has migrated from the property on which it was originally planted onto adjoining properties without the permission of the owners, thereby constituting a noxious growth, and

NOW THEREFORE Ambler Borough Council does ORDAIN as follows:

§10-105. Bamboo.

1. Definitions.

BAMBOO – Any Monopodial (running) tropical or semi-tropical grasses from the genera Bambusa, including but not limited to Bambusa, Phyllostachys, Fallopa and Pseudosasa, as well as common bamboo, golden bamboo, arrow bamboo, and Japanese bamboo. For purposes of this ordinance, bamboo does not include clumping varieties (non-invasive rhizome structure).

BAMBOO OWNER – Any owner or occupier of property that contains any type of running bamboo Except where the bamboo has migrated from another property without the knowledge or consent of the owner/occupier.

2. Prohibition of New Bamboo. As of the effective date of this section, the planting of new bamboo (as bamboo is defined in this ordinance) is prohibited on any property within the Borough. A violation of this ordinance is a summary offense punishable by a fine of one hundred dollars (\$100.00). After seven (7) days have elapsed from a violation notice, each day thereafter is a separate offense.
3. Regulation of Existing Bamboo. Any bamboo that has been planted or otherwise permitted to grow on any property within the Borough prior to the effective date of this subsection may remain on such property subject to compliance with this subsection.

- A. No part of a bamboo plant, regardless of whether the plant is contained within a vessel or not, shall be planted, maintained or otherwise permitted to migrate beyond the property boundary lines of the bamboo owner onto other properties.

4. Removal and Abatement.

- A. Any property owner whose property contains bamboo that violates §10-105.3 shall remove and abate growth of the bamboo so that it is no longer in violation of this subsection.
- B. The bamboo owner, defined herein, is responsible for removing, trimming, or cutting any part of a bamboo plant that grows in violation of this section.
- C. The bamboo owner shall be responsible for any incurred costs related to the removal and/or abatement of bamboo that is in violation of this subsection.

5. Replanting Prohibited. Any bamboo either planted or caused to be planted or existing on a property prior to the effective date of this subsection may not be replanted or replaced once such bamboo is or has become, for any reason, dead, destroyed, uprooted, or otherwise removed.

6. Violation and Penalty.

- A. Upon a determination by the Borough that a violation of this ordinance exists, the property owner will be sent a letter explaining the violation and the steps that must be undertaken to abate and remedy the violation. Such notice shall be sent by regular mail to the property owner's address of record.
- B. The letter will instruct the property owner that it has ten days within which to begin a correction of the violation and advise that if such work does not commence within ten days (or any additional period agreed to by the Borough), then the owner will be issued a summary citation enforceable in magisterial district court. The letter will also advise that the owner has 120 days within which to complete the removal of the bamboo that forms the basis for the violation. The letter shall include details as to the steps that need to be taken to correct the violation.
- C. If the work to correct the violation does not commence within ten days or such additional time as agreed to by the Borough, or is not completed within 120 days, the summary citation shall issue as in the usual course.

D. A violation of this ordinance is punishable by a fine not to exceed \$600.00 (to be determined by the court) along with the payment of court costs. The Borough reserves the right to enforce this ordinance through all legal and equitable means, including injunctive relief.

7. This ordinance is effective upon adoption. Enforcement of this ordinance will commence one year (365 days) after adoption.
8. Should a court of competent jurisdiction find any provision herein to be without legal effect, then such infirm portion shall, to the extent possible, be severed from the remainder of the ordinance, which shall continue in effect.

SO ORDAINED this _____ day of _____, 2018.

Frank DeRuosi, Council President

ATTEST: _____
Mary Aversa, Secretary

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

April 23, 2018

Mr. Glenn Kucher
Borough of Ambler
131 Rosemary Avenue
Ambler, Pennsylvania 19002

Re: MCPC #17-0211-003
Proposal Name: Bamboo Ordinance – Code of Ordinances Text Amendment
Borough of Ambler

Dear Mr. Kucher:

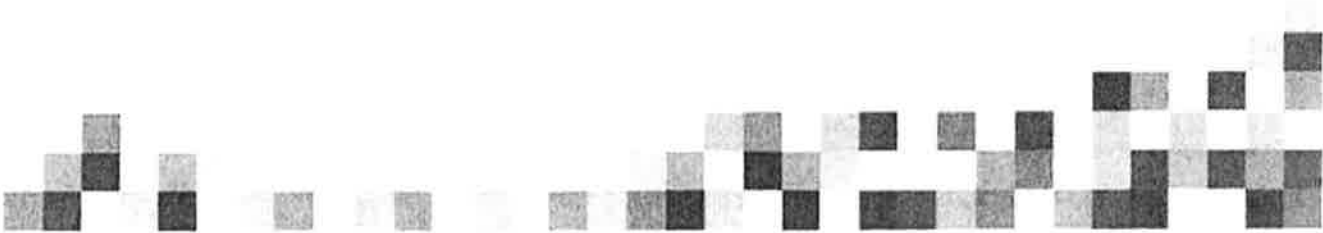
We have reviewed the above-referenced Code of Ordinances text amendment as you requested on April 4, 2018. We forward this letter as a report of our review.

BACKGROUND

The Borough of Ambler proposes the above-referenced code text amendment to address the growth of bamboo, three species of which are on the DCNR Invasive Plant List, in the borough. The proposed language would add a new section **§10-105 Bamboo** to the existing Grass and Weeds regulations in Chapter 10, Part 1 of the Borough's Code of Ordinances.

The new language would define bamboo and regulate running varieties only (vs. clumping varieties). The planting of new bamboo would be prohibited and violation would result in a summary offense fine. Existing bamboo would be permitted to remain so long as no part of the plant reaches across any property line of the bamboo owner, which is also defined in the proposed language. The proposal would place responsibility for the work and cost associated with bamboo removal or abatement in order to achieve compliance on the bamboo owner, and the work would be required to be completed within 120 days from notice of violation.

We reviewed a previous iteration of a proposed bamboo ordinance in a letter dated February 23, 2018.



RECOMMENDATION

The Montgomery County Planning Commission (MCPC) supports the applicant's proposal without comment as we have found it to be generally consistent with best practices for the municipal regulation of running bamboo varieties. We commend the borough for taking this initiative and we believe that the proposed ordinance, if adopted, will help mitigate some of the harmful or undesirable effects of bamboo growth in Ambler, particularly in regard to encroachment onto adjacent properties.

CONCLUSION

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Sincerely,



Lauren Van Dyk, Community Planner
lvandyk@montcopa.org
610-278-3749

c: Mary Aversa, Borough Manager
Robert LaGreca, Chair, Borough Planning Commission
Joseph Bresnan, Esq., Borough Solicitor
Joseph Dougherty, Borough Engineer

Borough Of Ambler

131 ROSEMARY AVENUE
AMBLER, PENNSYLVANIA 19002-4476

PHONE 215-646-1000
FAX 215-641-1355 ADMINISTRATION
FAX 215-641-1921 WATER DEPARTMENT
WEBSITE: www.boroughofambler.com



April 24, 2018

Mary Aversa, Borough Manager
Borough of Ambler
122 East Butler Avenue
Ambler, PA 19002

Re: Proposed Language to Prohibit the Spread of Bamboo

Dear Ms. Aversa:

Please be advised that the Ambler Borough Planning Commission at its April 24, 2018, meeting reviewed the proposed bamboo ordinance and the vote taken passed to recommend to Council to add a new Section 10-105 Bamboo to the existing Grass and Weeds regulations in Chapter 10, Part 1 of the Borough's Code of Ordinances. The roll-call vote with six members present was unanimous.

If you have any questions, please feel free to contact our Chairman, Robert Lagreca.

Very truly yours,

Carol Ann DiPietro
Secretary
Ambler Borough Planning Commission

AMBLER BOROUGH

Project No.	Project Name	Status
Borough Engineer		
2001-1010	TEA-21 - Ambler Streetscape 2002	Construction underway. Boring under SEPTA rail line and connection to SEPTA controller box completed.
2003-0122-01	Ambler-2013 NPDES MS4 Permit	NOI for 2018 Individual MS4 Permit submitted 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.
2012-12032	Caddick-AMA-Land Development	Conditional Use was not granted. Approval of final LD not granted. Review of new CU submission (dated 6/30/17) provided 9/13/2017.
2013-02020	Ambler Crossings	Construction underway.
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. Review of SWMP provided 12/6/17. Review of ped. detour plan provided 2/2/18. Review of revised detour plan underway. Lindenwold traffic counts obtained March 2018.
2016-05051	Ambler Borough 2016 Paving Program	Construction complete. Maintenance Bond Dated 11/28/2016. Maintenance period expires 5/28/18.
2017-01010-02	Ambler Traffic Signals	Revised RRFB permit plans resubmitted to PADOT on 4/18/2018 to address review comments.
2017-01105	Ambler Borough 2017 Road Paving	Construction complete. Maintenance Bond Dated 10/31/2017. Maintenance period expires 5/28/18. Maintenance period expires 5/1/2019.
2017-09055	Bridge/Culvert Assessments	Load rating report of Hendricks/Rose Valley to be finalized. Condition assessment of Hendricks/Rose Valley & N. Ridge/Rose Valley to be completed.
2018-01010	2018 Ambler Borough General Engineering Services	On going
Sewer Engineer		
2013-02020-01	Ambler Crossings - Sewer	Construction underway. Sanitary Sewer is under construction
2018-01050	2018 Ambler Borough General Sewer Service	On-going
Water Engineer		
2013-02020-02	Ambler Crossings - Water	Construction underway. Water Main is tested/complete
2016-04009	Maple Ave Water Main Replacement	Field survey completed. Awaiting further direction from Water Superintendent.
2017-01110	PWS Applications	Preparing PWS application for Well 8 minor permit amendment. On Hold. Awaiting direction from Water Superintendent.
2017-03065	Prophesy Creek Bridge	Assisting Water Dept. with review of County's plans for bridge replacement project and impact on existing water main. Currently inactive.

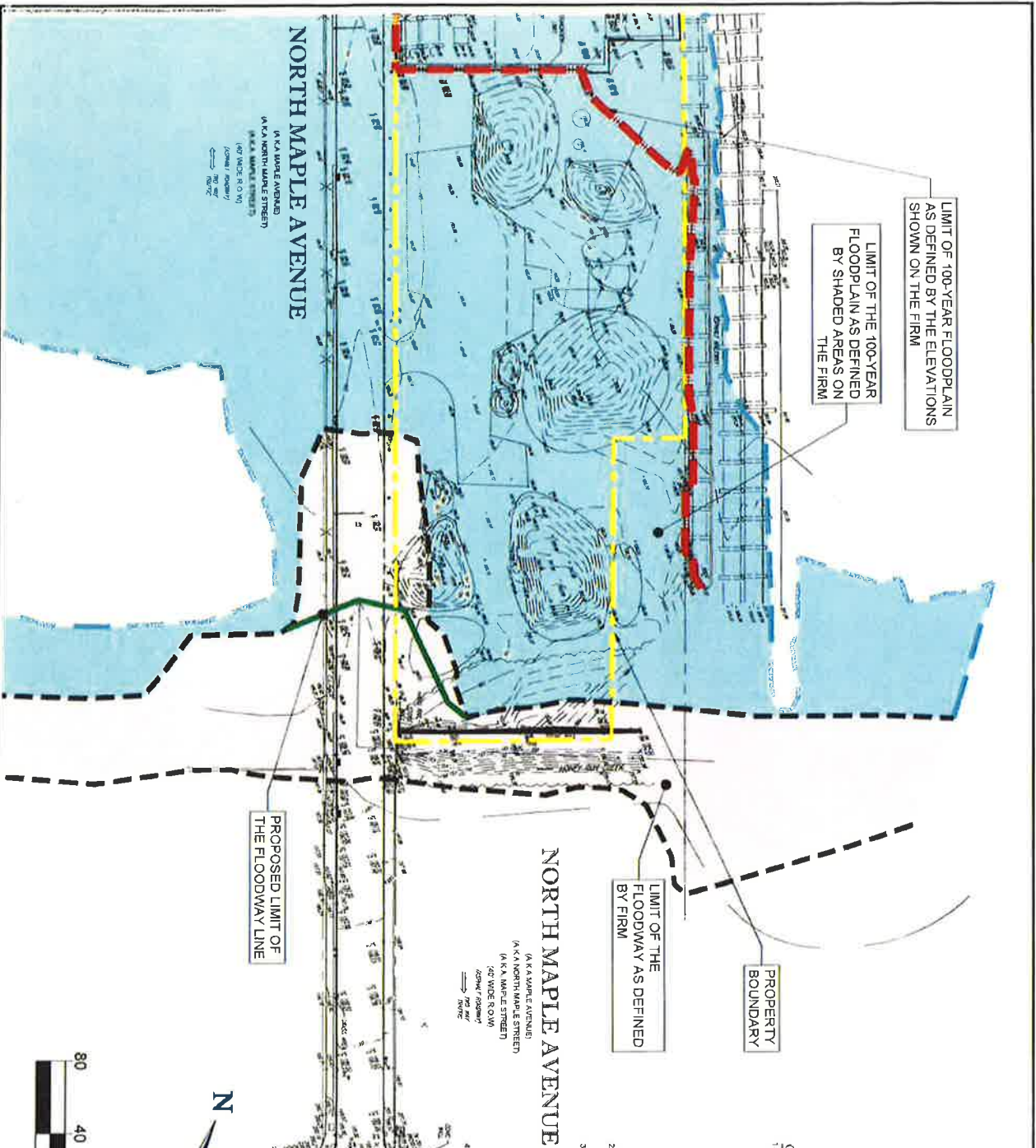
AMBLER BOROUGH

Project No. Project Name

Status

Water Engineer

2017-03128	Lafayette Ave. Water Main Replacement	Water main construction and testing complete. Final paving remains.
2017-11039	Houston Road Tank-AT&T Antennae Modifications	Plan review letter issued on 11/20/17.
2017-11058	Small Water & Sewer Grant Application	Grant application submitted to DCED on 2/22/18.
2018-01040	2018 DRBC Annual Water Audit	Water audit submitted to DRBC on 3/30/2018
2018-01049	2018 Ambler Borough General Water Service	On-going
2018-01154	Gwynedd Walk (Ambler)	Plans approved with respect to proposed water improvements. Solicitor preparing water extension agreement. Water submittals under review.
2018-01171	Mattison Estates (UDT)	Water plan review #1 letter issued on 4/17/2018.



LIMIT OF 100-YEAR FLOODPLAIN AS DEFINED BY THE ELEVATIONS SHOWN ON THE FIRM

LIMIT OF THE 100-YEAR FLOODPLAIN AS DEFINED BY SHADED AREAS ON THE FIRM

PROPERTY BOUNDARY

LIMIT OF THE FLOODWAY AS DEFINED BY FIRM

PROPOSED LIMIT OF THE FLOODWAY LINE

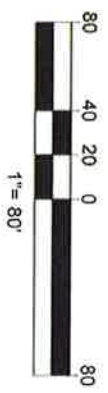
NORTH MAPLE AVENUE

A K A MAPLE AVENUE
 A K A NORTH MAPLE STREET
 A K A WIDE STREET
 ADJACENT
 ADJACENT



GENERAL NOTES

- 1) THIS PLAN REFERENCE DOCUMENTS AND INFORMATION BY:
 - A) ALTA / NSRP LAND TITLE SURVEY PREPARED FOR SWAMP REALTY ADVISORS, PREPARED BY CONSULTANT ASSOCIATES, INC. DATED: 5-20-2016 REVISED: 7-7-2016
 - B) FLOOD INSURANCE RATE MAP (FIRM) PANEL: 208 OF 451 MONTCALMERY COUNTY, GA DATED: 11-11-2015 REVISED TO REFLECT LORR EFFECTIVE: AUGUST 1, 2016
- 2) THIS PLAN WAS PREPARED STRICTLY BASED UPON INFORMATION IDENTIFIED ABOVE.
- 3) THE PLAN REPRESENTS HERETOFORE A DESIGN CONCEPT RESULTING FROM AN/OUT PREFERENCES IDENTIFIED BY THE OWNER COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS ARE NOT WARRANTED AND CAN ONLY BE OBTAINED THROUGH THE APPROPRIATE LOCAL, COUNTY, STATE, AND OTHER APPLICABLE VERIFICATION OF SAME RESUBMITTALS AND PRECISE REVIEW OF JURISDICTIONAL APPROVALS.
- 4) THIS PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A FORMAL AND/OR CONSTRUCTION DOCUMENTATION. ANY AND ALL CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED TO OUR OFFICE AT THE TIME OF PLAN PREPARATION AND MAY BE PERFORMANCE OF ADDITIONAL, DIE INCLUDE:



<p>DATE: 08/11/2016 TIME: 10:00 AM PROJECT: FLOODWAY STUDY SHEET: 1 OF 1</p>	<p>W.R. REARDEN PROFESSIONAL ENGINEER LICENSE NO. 10000</p>
<p>CONTRACT NO. 10000</p>	<p>SCALE: 1" = 80'</p>
<p>EXHIBIT</p>	<p>1</p>

Parks & Recreation Committee

Tuesday, May 1, 2018

Ms. Hertz (Chair)

Mrs. Deininger

Ms. McKenna Endicott

OLD BUSINESS

1. **FRIENDS OF BOROUGH PARKS**

The committee is looking into various “Friends of Park” programs to gather information and possible program guidelines for Ambler Parks.

2. **AMBLER YMCA SUMMER CAMP**

Knight Park Summer Day Camp will be held June 18 through July 27. Camp hours are 8:30 a.m.-4:00 p.m. Monday through Friday. Camp registration is May 2 (5-7 p.m.) at Ambler Borough Hall. Proof of Ambler Borough residency is required at registration. Camp is for children ages 5-11. All campers must have completed Kindergarten. Camp is \$40 per week per child. No extended Camp Care.

3. **DOGS IN RICCIARDI PARK**

The Committee received a request to permit dogs in Ricciardi Park.

4. **SUMMER PROGRAMS AND EVENTS**

The Committee will be scheduling Yoga, Mindfulness and Movie Nights for the 2018 Season.

5. **AMBLER STREETSCAPE**

The committee would like to see coordination with the Borough, Main Street, and Plant Ambler and business owners to have a unified approach to the Streetscape in Ambler.

NEW BUSINESS

1. **EDGEWOOD PRESERVE FLAG LOT ACCESS**

The flag lot on Edgewood is designated as an access easement to be used by the identified lots on the Glen Mawr Subdivision Plan. The Borough has work that needs to be performed the Borough needs to have access in case of an emergency as well as the requirement to require access for the property owners. **(attached)**

Salary & Personnel Committee

Tuesday, May 1, 2018
Mrs. Deininger (Chair)
Mr. Pasceri
Mr. Zaccone
Ms. Di Pietro

OLD BUSINESS

1. **ENVIRONMENTAL ADVISORY COUNCIL- APPEALS BOARD**
Vacancies exist on the Environmental Advisory Council. Interested residents should forward a letter of interest/resume to the attention of the Borough Manager manager@borough.ambler.pa.us. **Attached** is a resume for a candidate interested in the appeals Board Vacancy.

NEW BUSINESS

1. **BOROUGH VACANCIES**
Mr. Josh Kanaplue has resigned from the Planning Commission. Interested residents should forward a letter of interest/resume to the attention of the Borough Manager. manager@borough.ambler.pa.us
2. **WWTP ASSISTANT SUPERINTENDANT**
The Vacant Assistant position has been advertised, resumes are being accepted.
3. **PA HUMAN RELATIONS COMMISSION**
The Pennsylvania Human Relations Commission has requested that Ambler Borough's HRC Chairperson execute a new copy of the Memorandum of Understanding with exhibits between the PAHRC and ABHRC to incorporate their correction (page 15 – Borough was incorrectly referenced as being a Township with use of Abington Township address) and with a change in PAHRC Executive Director. Council is asked to authorize our HRC Chairperson to execute the documents.

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.

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 _____, 2018.

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 PHRCs 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: _____

Michael Hardiman, Interim 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 Borough Manager, Ambler Borough, 131 Rosemary Avenue, Ambler, PA 19002

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

Michael Hardiman, Interim Executive Director
PA Human Relations Commission

Date

ABHRC Chair

Date