



BOROUGH OF AMBLER

COMMITTEE MEETING

September 1, 2020

7:00 p.m.

ZOOM Meeting –Rules & Protocol
September 1, 2020

Borough Council will conduct its Committee Meeting via Internet vehicle 'ZOOM' on Tuesday September 1, at 7:00 p.m. For the safety of Ambler residents, Borough Hall will be closed. Pre-registration is required. Attendees must provide their email, first and last name, and home address. Once registration is processed, a link to attend will be provided via email. A video of the virtual meeting will be posted on this website for the public the following day. The Borough Manager is making the meeting Agenda available for review by the public. Please feel free to read through the Agenda and provide feedback or make an inquiry on any Agenda items. You may email the Borough Council President Frank DeRuosi at fderuosi@borough.ambler.pa.us until Tuesday September 1, at 4:00PM so that Council may consider your comments or address a question from the public during the ZOOM Meeting.

MEETING PROCEDURES

1. Pre-registration is required. Attendees must provide their email, first and last name, and home address. Once registration is processed, a link to attend will be provided via email.
2. All participants, except for the Borough Council, Borough Manager, Borough Solicitor, Borough Police Chief, and invited Borough Staff will be muted with video camera/web camera turned off automatically upon entry to the virtual meeting.
3. There will be a Public Comment section regarding agenda items at the end of each Committee's report. A Public Comment period regarding non-agenda items will occur after voting.
4. The Public Comment section will begin with the Council President reading aloud the comments that were emailed to the Borough ahead of this meeting. Each emailed comment must include the first & last name of the resident, as well as their address. The Council will discuss each comment individually.
5. Participants who wish to speak during the Public Comment section will be instructed to press the "Raise Your Hand" button.
6. One by one the Borough Zoom administrator, will call on each participant with their virtual hand raised. That participant will be unmuted. That participant will have 15 seconds to respond to being called on. If there is no response, the next person "in line" will be called on.
7. It is asked that anyone who speaks during the Public Comment section announce their first and last names, as well as their home address for the record. After the comment, that participant will be muted.
8. The Council President, at any time reserves the right to mute a participant, end the video stream of a participant, or terminate/end the meeting at his discretion, due to hackers, inappropriate language, or any other activity the Council President deems inappropriate.
9. We ask for everyone's patience and understanding as we navigate through these unprecedented times and work through the unique challenges of virtual public meetings.

Public Safety Committee

Tuesday September 1, 2020
Erin McKenna Endicott - Chair
Glynnis Siskind
Sara Hertz
Nancy Deininger

OLD BUSINESS

NEW BUSINESS

1. **PUBLIC WORKS & CODE REPORT**
The Code Enforcement report and Public Works reports are **attached**.

2. **EMERGENCY DECLARATION FOR SEPTEMBER**
A recommendation is requested this evening to adopt the Emergency Declaration for COVID-19 for the month of September. (**attached**)

3. **AMBLER MAIN STREET – Restaurant Weekends**
The next Restaurant Weekend will be held the second weekend of September.

4. **PENNDOT RESOLUTION**
Attached is the Winter Service Agreement, in Resolution form for snow removal services including reimbursement on State Roads.

Borough of Ambler Code Enforcement Report for August 2020

PERMITS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Building	10	15	8	0	11	12	14	11					81
Dumpster	2	3	0	0	4	1	0	4					14
Fire	0	0	0	0	0	0	0	0					0
Mechanical	2	4	5	0	4	3	4	6					28
Plumbing	4	6	6	0	1	4	4	6					31
Road Opening	3	1	0	0	0	5	3	0					12
Use and Occupancy	1	2	2	0	0	0	2	3					10
Vendor Sales	0	0	0	0	0	0	0	0					0
Zoning	2	1	3	0	8	5	5	3					27
Rental Inspections	89	18	10	0	0	3	1	0					121
TOTALS	113	50	34	0	28	33	33	33					324

** The Borough Bi-Annual Rental Inspection Program was temporarily paused in early March due to CONVID-19 but with the warmer winter the department was able to get an early start where normally with the threat of winter weather would not normally schedule inspections until March or April.

*** Pennsylvania Govern Wolf ordered the closure of non-life sustain businesses on March 19th which included the construction industry. Exemptions were provided by the State for contractors performing emergency repairs under strict guidelines. These emergency permits (roof repairs, replacement water lateral, PECO service repairs, etc.) will be reflected in the May / June report numbers.

**BOROUGH OF AMBLER
MONTGOMERY COUNTY, PENNSYLVANIA**

DECLARATION OF DISASTER EMERGENCY

WHEREAS, on or about **Tuesday, September 1, 2020**, a viral pandemic continues to cause or threatens to cause injury, damage and suffering to the persons and property of Borough of Ambler, Montgomery County, Pennsylvania; and

WHEREAS, the pandemic has the ability to endanger the health, safety and welfare of a substantial number of persons residing in Ambler Borough, and threatens to create problems greater in scope than Ambler Borough may be able to resolve; and

WHEREAS, emergency management measures are required to reduce the severity of this disaster and to protect the health, safety and welfare of affected residents in Ambler Borough.

NOW, THEREFORE, we, the undersigned Borough Council President and Mayor of Ambler Borough, pursuant to the provisions of Section 7501 of the Pennsylvania Emergency Management Service Code, (35 PA C.S., Section 7501) as amended, do hereby declare the existence of a disaster emergency in Ambler Borough.

FURTHER, we direct the Ambler Borough Emergency Management Coordinator to coordinate the activities of the emergency response, to take all appropriate action needed to alleviate the effects of this disaster, to aid in the restoration of essential public services, and to take any other emergency response action deemed necessary to respond to this emergency.

FURTHER, given that Ambler Borough is responsible for the maintenance of a potable water distribution system and a wastewater treatment plant which serve the people of Ambler Borough and surrounding townships, we direct and authorize Ambler Borough staff to coordinate and undertake all activities deemed necessary to provide these essential public utility services.

STILL FURTHER, we authorize officials of Ambler Borough to act as necessary to meet the current exigencies of this emergency, namely: by the employment of temporary workers, by the rental of equipment, by the purchase of supplies and materials, and by entering into such contracts and agreements for the performance of public works as may be required to meet the emergency, all without regard to those time-consuming procedures and formalities normally prescribed by law, mandatory constitutional requirements excepted.

This declaration shall take effect immediately upon adoption on this 1st **day of September 2020**.

Frank DeRuosi, Ambler Borough Council President

Jeanne Sorg, Ambler Borough Mayor

Mary Aversa, Secretary

RESOLUTION

BE IT RESOLVED, by authority of the BOROUGH COUNCIL
(Name of governing body)
of the BOROUGH OF AMBLER, Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the BOROUGH MANAGER
(designate official title)

said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST: BOROUGH OF AMBLER
(Name of MUNICIPALITY)

(Signature and designation of official title) By: _____
(Signature and designation of official title)

I, _____,
(Name) (Official title)

of the _____, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

BOROUGH OF AMBLER, held the 15th day of Sept, 2020.
(Name of governing body)

DATE: _____
(Signature and designation of official title)

NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

WINTER TRAFFIC SERVICES 5 – YEAR

AGREEMENT NO	<u>3900039355</u>
FID/SSN	<u>23-6002836</u>
SAP VENDOR No.	<u>138910</u>

THIS AGREEMENT, fully executed and approved this _____ day of _____, **20**, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation (“COMMONWEALTH”).

AND

Ambler Borough of the COMMONWEALTH of Pennsylvania, acting through its authorized officials (“MUNICIPALITY”).

WITNESSETH;

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389; all as supplemented and amended; and,

WHEREAS, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of **2020-2021; 2021-2022; 2022-2023; 2023-2024; and 2024-2025** (the “Winter Season” for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit “A” attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications (“Publication 408”), policies and procedures set forth in the PennDOT Highway Maintenance Foreman Manual (“Publication 113”) and the PennDOT Maintenance Manual (“Publication 23”), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile permit applications as needed during the term of this Agreement and to obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, as set forth on Exhibit "A," payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved, except as set forth in Paragraph 4 below. The MUNICIPALITY shall perform all services for the rates set forth in Exhibit "A," regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established rate or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" both set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.
5. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement, because of the critical need to provide winter traffic services to assure public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred to service State Highways as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement between the beginning of the Winter Season and full execution of this Agreement.
6. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
7. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Executive, and/or their duly authorized representatives.
8. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided. Therefore, the MUNICIPALITY shall refund to the COMMONWEALTH the balance of the lump sum payment within thirty (30) days of receiving notice from the COMMONWEALTH of the amount due.

9. The COMMONWEALTH reserves the right to terminate this Agreement for convenience if it determined that termination is in the best interest of the COMMONWEALTH. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY, the MUNICIPALITY shall not be further obligated to perform, and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement up to the date when termination is effective.
10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.
11. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit “C” and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.
12. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
13. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
 - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the contractor to properly apply the state agency’s payment to the respective invoice or program.
 - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth’s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
14. The Department of Transportation and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the MUNICIPALITY to the extent that they relate to the MUNICIPALITY’s performance of this Agreement and the costs incurred by the MUNICIPALITY in providing services under it. The MUNICIPALITY shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

15. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
16. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before July 31st preceding the Winter Season in question.
17. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

Title:

DATE

BY



Title:

DATE

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY

District Executive

Date

APPROVED AS TO LEGALITY
AND FORM

for Chief Counsel

Date

Certified Funds Available Under

SAP DOCUMENT NO.	<u>3900039355</u>
SAP FUND	<u>1058200712</u>
SAP COST CENTER	<u>7840640000</u>
GL. ACCOUNT	<u>6344450</u>
AMOUNT	<u>\$13,964.00</u>

BY

for Comptroller Operations

Date

Contract No. 3900039355 is split 0%, expenditure amount of \$0.00, for federal funds and 100%, expenditure amount of \$13,964.00 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

Preapproved Form: OGC No. 18-FA-34.1
Appv'd OAG 11/09/2015

Public Utilities Committee

Tuesday September 1, 2020

Glynnis Siskind – Chair

Brooke Marshall

Haley Welch

Jen Henderson

OLD BUSINESS

NEW BUSINESS

1. **WWTP ENGINEER REPORT**

The WWTP Engineer's report will be provided.

2. **BOD VOTE TO RESCIND**

The DEP is satisfied with the timing change of the sampler and the amount of sample for BOD (Biological Oxygen Demand) testing. Per DEP no organic overload exists. Council is asked to consider rescinding their prior vote to request an increase in the permit.

3. **MASTER CASTING AGREEMENT**

Consider adoption of a Resolution granting authorization to execute a Master Agreement for Castings Adjustment, which is made with PennDOT allowing for their adjustment and/or replacement of utility castings deemed necessary during PennDOT's performance of general maintenance and reconstruction projects on State Routes. Terms of the agreement are 9 years with price changes every 3 years. (**attached**)

EFFECTIVE DATE _____
(PennDOT will insert)

AGREEMENT No. 06C000014
FEDERAL I.D. No. 23-6002836
SAP VENDOR No. 138910
CUSTOMER No. 77000076

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

This Master Agreement for Casting Adjustments ("Agreement") is made by and between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),

and

Ambler Borough,, a municipality ("Utility").

BACKGROUND

PennDOT plans to perform one or both of general maintenance and reconstruction of section(s) of certain State Routes within the Counties of Bucks, Chester, Delaware and Montgomery, Pennsylvania ("Project").

The Project requires adjustments, replacements or both of the Utility's castings ("Utility Work").

PennDOT is willing to incorporate the Utility Work into PennDOT's third party contract for the Project ("Project Contract").

This Agreement outlines the process for incorporation of Utility Work into the Project Contract with reimbursement to PennDOT of Utility Work costs.

The parties, intending to be legally bound, agree as follows:

1. **Initiation of Process.** PennDOT will notify the Utility of the scheduled Project. If the Utility wants the Utility Work of all or a certain number of its castings to be incorporated in the Project Contract at the Utility's expense, the Utility shall initiate the execution of the Project Initiation Form ("PIF"), Exhibit A, which is attached to this Agreement. The PIF shall identify the requested Utility Work and the cost. If PennDOT agrees to incorporate the work the appropriate PennDOT representative shall countersign the PIF and return a copy to the Utility. When signed by both parties the PIF shall be incorporated into this Agreement. Any written change to the PIF must be done through a change order which is attached to this Agreement as Exhibit B. When a change order is signed by both parties it shall be incorporated into this Agreement.

2. **Designated Representative.** In the PIF, the parties will each identify the individual that has the full authority to execute the PIF and change orders, if any ("Designated Representative"). If the Utility is not a corporation, it must provide proof of the authority for the Designated Representative. The Designated Representative shall be available throughout the Project to confer as needed.

3. **Compliance with Federal and State Statutes.** All work performed pursuant to this Agreement shall comply with the Buy America provisions in 23 U.S.C. § 313 and 23 C.F.R. § 635.410, the Steel Products Procurement Act, 73 P.S. § 1881 et seq. and 67 Pa. Code Part 459.

4. **Purchase of Castings.** Prior to construction of the Project, the Utility shall deliver the necessary castings to the Project site for installation by PennDOT. If during construction of the Project additional castings are necessary, the Utility is entitled to provide the castings or authorize PennDOT to acquire the casting(s) on the open market. If PennDOT acquires castings on the open market, the Utility shall reimburse PennDOT the actual costs upon receipt

of invoice from PennDOT.

5. **Performance of Work.** PennDOT shall perform the Utility Work required to adjust the castings to the proper elevation, on a full brick and mortar bed, in accordance with the then current PennDOT's Publication 408, Section 104.03 titled "Extra Work". The Utility acknowledges that the costs for each item are identified in Exhibit C, which is attached to this Agreement. The items identified in Exhibit C will be set forth in the Project Contract. Exhibit C will be modified every three (3) years in the manner outlined in Section 16.

6. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date (as defined below) or October 1, 2020, whichever is later, and shall remain in effect through September 30, 2029. The term of this Agreement shall not exceed a nine (9) year term. The Effective Date shall be the date that this Agreement is fully executed by the Utility and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.

7. **Termination.** PennDOT has the right to terminate this Agreement for its convenience if PennDOT determines termination to be in its best interest. The Utility shall pay for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Utility be entitled to recover loss of profit. Termination shall be effective upon written notice to the Utility.

8. **Cooperation of Parties.** If the Utility supplies materials to PennDOT, performs any additional work, either with its own contractor or its own forces, or both the Utility shall cooperate with PennDOT in such a manner as not to interfere with or hinder the progress of the Project. Any materials provided and additional work performed by the Utility will be at the Utility's sole expense.

9. **Invoicing and Payment.** Upon completion of the Utility Work by PennDOT to the satisfaction of the Utility, PennDOT shall certify to the Utility the costs in accordance with Exhibit C, and the Utility shall pay PennDOT within 60 days of receipt of PennDOT's invoice.

10. **Indemnification.** The Utility shall hold PennDOT harmless from and indemnify PennDOT against all claims, demands and actions based upon or arising out of any activities performed by the Utility and its employees and agents under this Agreement and shall, at the request of PennDOT, defend all actions brought against PennDOT base upon any such claims or demands.

11. **Highway Occupancy Permit.** Upon completion of the Project, the Utility facilities remaining in the State highway right-of-way continue to be subject to the terms and conditions of any applicable highway occupancy permit issued by PennDOT pursuant to 67 Pa. Code Part 459. The Utility shall maintain and keep the adjusted castings in good repair in accordance with applicable State laws and regulations.

12. **Public Utility Commission ("PUC").** Notwithstanding anything contained herein to the contrary, if the PUC assumes jurisdiction of the Project under the Public Utility Code of 1978, Act of July 1, 1978, P.L. 598, as amended, the parties shall be bound by any orders issued by the PUC or decisions of an appropriate tribunal after the exhaustion of all appeals.

13. **Withdrawal of Incorporated Work.** If the Utility withdraws its request for the incorporation of the Utility Work into the Project Contract after the award of the Project Contract, the Utility shall reimburse PennDOT for all actual costs, if any, incurred by PennDOT for necessary labor and materials performed for the Utility Work prior to the time of withdrawal. The Utility shall also be responsible for the cost of necessary materials for the Utility Work that were

ordered by PennDOT prior to Utility's withdrawal if the order for said materials cannot be cancelled and if the materials cannot be used elsewhere in the Project.

14. **Cancellation of Project.** If PennDOT decides to cancel the Project or delay the construction beyond the scheduled construction season, PennDOT will notify the Utility in accordance with Section 23 below. Upon notification, the PIF and any change order shall become null and void and neither party shall be responsible to the other for any further costs.

15. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Utility shall comply with, the clause entitled *Contract Provisions – Right to Know Law* attached as Exhibit D and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the Utility.

16. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement. However, the parties agree that Exhibit C will be modified every 3 years to reflect current pricing and that the parties will execute a letter of amendment that will include a revised Exhibit C . The letter of amendment is not effective until duly authorized representatives of the Utility, PennDOT and the Office of Chief Counsel sign and date the letter of amendment. A sample letter of amendment is attached as Exhibit E and made a part of this Agreement.

17. **Changes to Standard Provisions.** If there are changes to any Standard Provisions that need to be addressed at the time of a letter of amendment, as described in Section 16, the Parties can incorporate those revised or updated Standard Provisions by noting the incorporation and attachment of such

Standard Provisions to such letter of amendment. For the purposes of this section, Standard Provisions consist of those provisions or clauses required to be included in Commonwealth Agreements pursuant to federal or state law or Commonwealth Management Directives, including, but not limited to the Right to Know Law provision.

18. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

19. Severability. The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth of Pennsylvania the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

20. No Waiver. Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

21. Independence of the Parties. It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Utility and PennDOT, or as constituting PennDOT as the representative or general agent of Utility for any purpose whatsoever.

22. Assignment. This Agreement may not be assigned by the Utility, either in whole or in part, without the written consent of PennDOT.

23. No Third Party Beneficiary Rights. The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

24. Notices. All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

If to PennDOT:

Title: District Utility Manager

Address: PennDOT Engineering District 6-0, 7000 Geerdes Blvd,
King of Prussia, PA 19406-1525

Fax: 610-205-6900

E-mail: malang@pa.gov

If to the Utility:

Title: Assistant Manager

Address: 131 Rosemary Ave.
Ambler PA 19002

Fax: 215-641-1355

E-mail: erussell@borough.ambler.pa.us

25. Integration and Merger. This Agreement and, as applicable any attachments and exhibits, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any

Execution Copy

other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[The remainder of this page is intentionally left blank.]

Execution Copy

The Parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

AMBLER BOROUGH

by _____

by _____

Signature Date

Signature Date

Title

Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

by

District Utility Manager Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

by _____
for Chief Counsel Date

by _____
Senior Counsel in Charge Date

by _____
Deputy General Counsel Date

by _____
Deputy Attorney General Date

Former Preapproved form:
OGC No. 18-FA-52.1
Appv'd OAG 04/16/2014

UCL43C

RESOLUTION

BE IT RESOLVED by authority of the _____
(Company)

_____ of the _____
(Name of Municipality)

_____ County, and it is hereby resolved by authority

of the same, that the Can be more than one title _____
of said company be _____
(designate official title)

authorized and directed to sign the attached Agreement on its behalf and that the

can be more than one title _____ be authorized and directed to attest the
same.
(designate official title)

Attest:

(Signature and designation of official title)

(Name of Company)

BY _____
(Signature and designation of official title)

I, _____,
(Name) (Official Title)

of the _____ do hereby certify
(Name of Company)

that the foregoing is a true and correct copy of the Resolution adopted at a regular
(special) meeting of the _____, held the ____ day of ____.
(Name of Company)

Date:

(Signature and designation of official title)

Finance & Planning Committee

Tuesday September 1, 2020

Nellie Di Pietro - Chair

Erin McKenna Endicott

Brooke Marshall

Haley Welch

OLD BUSINESS

1. **READY FOR 100**

The Borough's Energy Transition Plan in line with the Ready for 100 Renewable Energy Resolution adopted by Borough Council has been distributed to Council for their review. **(Provided)**

2. **ZONING MAP CHANGE**

The proposed Zoning Map change for 24 N. Ridge Avenue from Institutional to R-3 Residential will be advertised and a Public Hearing will be scheduled.

NEW BUSINESS

1. **BOROUGH ENGINEER'S REPORT**

The Borough Engineer's report is attached.

2. **RESIDENTIAL TRASH FEE ORDINANCE**

A Public Hearing will be held September 15th to consider **Ordinance 1116** authorizing an increase in the annual charge for residential refuse collection from \$300 per year to \$440 per year.

3. **BOROUGH PENSIONS -MINIMUM MUNICIPAL OBLIGATION**

The MMOs for 2021 are being prepared by Joe Duda, Borough Actuary, and will be presented at the September Council Meeting.

4. **BOROUGH STORM WATER ORDINANCE**

The Council would like to discuss the Storm Water requirements specifically the area calculation that triggers storm water requirements. **(attached)**

AMBLER BOROUGH

Status

Project No.	Project Name	Status
Borough Engineer		
2001-1010	TEA-21 - Ambler Streetscape 2002	Construction underway. Outstanding work includes: SEPTA connection to signal, signal activation, and 30-day test period. PennDOT has completed design changes to SEPTA controller. PennDOT will engage a consultant to perform safety study of new design at the request of SEPTA. SEPTA to implement modifications. Anticipate Summer 2020 completion. Amended Reimbursement agreement finalized by PennDOT.
2003-0122-01	Ambler-2013 NPDES MS4 Permit	Awaiting PADEP review of TMDL Strategy & PRP. 2019 Annual Status Report submitted to PADEP 9/26/19. Next Annual Status Report due 9/30/20 for period 7/1/19 thru 6/30/20.
2006-08054	Pedestrian Sidewalk Upgrade Program	Revised Safety Report, ADA, Traffic and DM-3 (plans presentation) approved by PADOT. Utility clearance and jump sum justification to be revised and resubmitted
2013-02020	Ambler Crossings	Construction underway. Escrow release for Phase 1 (Boiler House parking) provided 9/27/18. Escrow release #1 for Phase 2 provided 6/4/20.
2014-12015	St. Mary's Villa Residential Redevelopment - TIS	Ambler provided signal warrant analysis to UDT for inclusion with Traffic Signal Permit Application (TE-160) submission to PADOT. UDT has commitment from Mattison Estates developer to fully fund the signal. UDT to submit Traffic Signal Permit Application (TE-160) to PADOT.
2017-01010-01	Ambler Pocket Park - Ambler Square	Awarded at 7/14/20 Council meeting. Pre-construction meeting to be scheduled.
2017-09055	Bridge/Culvert Assessments	Load rating reports Hendricks/Rose Valley provided 7/31/18 & for N. Maple/Tannery Run provided 10/2/18. Concition assessment of Hendricks/Rose Valley underway. Condition assessment of N. Ridge/ Rose Valley to be completed. Visual assessment of Tannery Run underway.
2018-10097	44 Tennis Ave - FEMA/PEMA HMGP Demolition	Work complete. Maintenance bond dated 4/23/19. End of maintenance period 10/21/20.
2019-03029	Wissahickon Library Bldg. Addition	Improvement costs for escrow provided 10/1/19. Record plan signed 11/7/19.
2019-05082	Ambler Borough 2019 Road Paving	Paving completed week of 1/14. Maintenance Bond dated 11/27/19. End of maintenance period 5/27/21
2019-05082-02	Cavalier Lot Paving	Work completed 10/25/19. Maintenance Bond dated 12/19/19. End of maintenance period 6/18/21
2020-01010	2020 Ambler Borough General Services	DCED Small Water and Sewer program grant for Edgewood Dr storm sewer awarded on 8/17/20 Borough awaiting grant agreement from DCED. RACP pre-award application submitted 8/12/20 for Poplar St improvements
2020-07089	90 W. Butler Ave	Responding to developer's pre-application questions.
Sewer Engineer		
2013-02020-01	Ambler Crossings - Sewer	Construction underway Sanitary Sewer is under construction
2020-01050	Ambler Borough 2020 General Sewer Services	Ongoing.
Water Engineer		
2012-10043	Loch Alsh Dam Annual Inspections	Annual inspection with PADEP conducted on 11/26/19 Report submitted to PADEP on 12/20/19

GILMORE & ASSOCIATES, INC.

AMBLER BOROUGH

Status

Project No.	Project Name	Status
Water Engineer		
2013-02020-02	Ambler Crossings - Water	Construction underway. Water main is tested/complete.
2013-02073	Loch Aish Emergency Action Plan	Preparing 5-year update to Emergency Action Plan.
2017-03128	Lafayette Ave. Water Main Replacement	Project complete. 18 month maintenance period began 12/18/18. Maintenance period punch list issued 6/1/20.
2018-01154	Gwynedd Walk (LGT)	Water main construction and testing complete; some service curb stops remain to be installed. 18 month maintenance complete. Escrow release #2 recommended 8/11/20.
2018-01171	Mattison Estates (UDT)	Water construction and testing complete. 18 month maintenance period began 7/1/20.
2019-01169	Butler Pike Water Main Replacement	Engineering design and layout for the proposed water mains complete. PADEP General Permit obtained. Preparation of final plans, HOP, and public bidding documents underway. Easement acquisition process underway. Advertisement for bids anticipated early September.
2019-02097	Iron/Manganese Evaluation at Wells 4 and 8	Working with Water Superintendent to determine treatment options and permitting requirements to address iron/manganese levels.
2020-01040	Ambler Borough DRBC Annual Water Audit	Preparing annual water audit report for 2019.
2020-01049	Ambler Borough 2020 General Water Services	Ongoing assistance concerning PFAS issues, including regulatory activity, source monitoring, providing information and responses to the public. Preparing update to water distribution system map.
2020-02018	334 Railroad Avenue	Construction of water main and services underway.
2020-03071	MIRIA Grant Application	Assisted Water Dept. with preparation of grant application documents, including budget cost estimate for proposed PFAS treatment piping project to connect Wells 6 and 7 to proposed Well 2 treatment system.
2020-03072	Whitemarsh Plant Operations	Assisting Water Dept. with recommendations and revisions to the Whitemarsh Plant SOPs. Prepared revised calculations with recommended settings to meet 1 0-Log Giardia Inactivation requirements. Preparing scope and budget to complete a tracer test to determine actual disinfection (CT) times.
2020-06158	Well 2 PFAS Treatment System	\$1,000,000 grant awarded by PADEP. Survey and engineering design underway.
2020-08022	Well 8-Reserve Permitting & Treatment Evaluation	Preparing PADEP permit application for "reserve" status while well is not in service. Preparing budget estimates for Manganese and PFAS treatment systems.
2020-08062	Houston Rd Tank-AT&T Upgrades	Plan review underway

THE BOROUGH OF AMBLER, MONTGOMERY COUNTY, PA

ORDINANCE NUMBER 1116

AN ORDINANCE AUTHORIZING AN INCREASE IN THE ANNUAL CHARGE FOR RESIDENTIAL REFUSE COLLECTION FROM \$300.00 PER YEAR TO \$440.00 PER YEAR; EFFECTIVE ON THE EARLIEST DATE PROVIDED FOR IN THE PA BOROUGH CODE; LEAVING THE REMAINDER OF THE SOLID WASTE ORDINANCE IN FULL FORCE AND EFFECT

In recognition of the costs of refuse collection determined through the competitive bidding process, the annual refuse collection rate is hereby modified as follows:

In section 20-112 of the Borough Codified Ordinances, originally adopted as Ordinance 857 and most recently modified by Ordinance 1047, the following sentence is deleted: "An annual trash rate of \$300 per year per dwelling unit up to four dwelling units." In its place, the following sentence is inserted: "The annual trash rate is \$440.00 per year per dwelling unit up to four dwelling units."

The remainder of the solid waste ordinance remains in full force and effect, unaffected by the change in the rate of collection.

This ordinance is effective on the earliest date provided for in the Pennsylvania Borough Code.

SO ORDAINED this 15th day of September, 2020.

Frank DeRuosi, Council President

Attest: _____
Mary Aversa, Secretary

Borough Of Ambler

131 EAST BUTLER AVENUE
AMBLER, PENNSYLVANIA 19002-4476

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



Memorandum

To: Ambler Borough Council
From: Glenn Kucher, Code Enforcement Officer
Date: August 28, 2020
Re: Stormwater Management Ordinance

Below is a link to the existing Stormwater Management Ordinance which was adopted in 2017.

http://boroughofambler.com/download/code_of_ordinances/ordinances_passed_after_july_17_2012/ord-1108-stormwater-mgmt_20171113143603.pdf

This ordinance had been developed specifically for the Wissahickon Creek watershed to comply with the requirements of the Pennsylvania Stormwater Management Act of 1978, also known as Act 167. The Act requires Pennsylvania counties to prepare and adopt stormwater management plans for each watershed located in the county.

The main objective of the plan is to control stormwater runoff on a watershed basis rather than on a site-by-site basis, taking into account how development and land cover in one part of the watershed will affect stormwater runoff in all other parts of the watershed. Consistent with Act 167, the plan seeks to:

- Preserve and restore the flood carrying capacity of watershed streams;
- Reduce erosion and sedimentation;
- Preserve natural stormwater runoff regimes and the natural course, current and cross sections of streams; and
- Protect and conserve ground water and ground water recharge areas.

This Act also requires municipalities to implement a stormwater management ordinance limiting stormwater runoff from new development and redevelopment. This Ordinance is applicable to any earth disturbance over 1,000 sqft and would not apply to properties where no improvements are proposed. Prior to adoption of this updated Ordinance the Borough threshold was 5,000 sqft to trigger similar stormwater requirements.

This ordinance is technical in nature and majority is watershed specific information that would not be eligible to change. If Council wished to require more projects to install stormwater management, an option would be to lower the threshold requirement of 1,000 sqft. Please note that this recharge / infiltration is a requirement in this Ordinance and containment items such as rain barrels are not eligible for stormwater management for the purpose of this ordinance.

Feel free to contact me with any questions.

Parks & Recreation Committee

Tuesday September 1, 2020

Sara Hertz – Chair

Nancy Deininger

Erin McKenna Endicott

Nellie DiPietro

OLD BUSINESS

1. **GROWING GREENER GRANT EXTENSION**

A grant extension request is being prepared for the EAC Growing Greener Grant.

2. **COMMUNITY GARDEN**

The Committee is moving forward with plans for creation of a Community Garden to be installed next spring.

NEW BUSINESS

1. **NMCRC ACT 101 VIOLATIONS PROCEDURES**

Consider authorizing Ambler Borough's Northern Montgomery County Recycling Commission representative to execute an NMCRC Resolution which adopts enforcement procedures for handling of recycling and solid waste disposal violations (Act 101 Violations). (**attached**)

2. **E-WASTE RECYCLING EVENT**

The Ambler EAC is coordinating Electronics Recycling for Area Communities on Saturday September 19, from 9am to 1pm at the Calvary Church at 16 E. Park Ave. Anything with a plug will be accepted including laptops, small appliances, printers, fax machines, cell phones, cameras, TV's, servers. Certain fees will apply. This event is made possible by Ambler Saving Bank.

Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, Pennsylvania 19422-2323
610.325.8400 • Fax 610.328.4887
www.wislerpearlstine.com

Mark A. Hosterman, Esquire
mhosterman@wispearl.com

August 17, 2020

Mary Aversa, Borough Manager
Ambler Borough
122 E. Butler Avenue
Ambler, PA 19002

**RE: Northern Montgomery County Recycling Commission
Adoption of Procedures for Handling Act 101 Violations**

Dear Ms. Aversa:

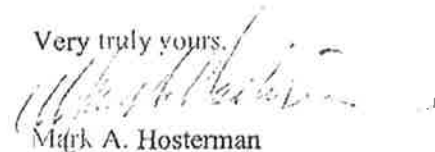
I enclose for your municipality's consideration a proposed Regulation re: Violations of Act 101 (the "Regulation"), which is being recommended for adoption by the Northern Montgomery County Recycling Commission (the "NMCRC"). If approved by your municipality and other NMCRC members, the Regulation will be adopted by the NMCRC at its October 8, 2020 meeting. **Formal action by your municipality must be taken on or before September 30, 2020.**

The Regulation establishes procedures for addressing Act 101 violations by waste haulers and residents of member municipalities. For a first offense, the Regulation proposes the NMCRC Solicitor issue a warning letter to the violator. For a second offense, the Regulation proposes the violation be addressed by the member municipality unless the offense impacts more than one NMCRC member municipality, in which case the NMCRC Solicitor may undertake enforcement action when approved by the NMCRC, subject to the affected member municipalities entering into a satisfactory cost-sharing agreement.

The NMCRC requests that your governing body formally approve the Regulation prior to the September 30, 2020 deadline and authorize your representative on the NMCRC to approve the enclosed Regulation and adopting Resolution.

Please do not hesitate to contact me if you have any questions. Thank you for your assistance.

Very truly yours,



Mark A. Hosterman

NMCRC Solicitor

cc: Richard Halbom, NMCRC Chairman
NMCRC Commission Members

{02156177}

Regulation re: Violations of Act 101

Procedures for Act 101 Violations

1. First Offense – Upon receipt of sufficient credible evidence, a written violation warning letter may be sent to the violator (i.e., the waste hauler or municipal resident) by the NMCRC Solicitor, at the discretion of the NMCRC Solicitor, who may seek guidance from the Commission before moving forward with a written violation warning letter. A warning letter will include a statement that both the municipality and the NMCRC have enforcement powers for a violation of Act 101.
 - a. Written notice should be sent by certified mail, return receipt requested.
 - b. A copy of the written notice should be sent to the member municipality in which the violation occurred and to the NMCRC Chairman, for distribution to all member municipalities.
 - c. Written notice should include a description of each violation, identification of the section(s) of Act 101 being violated, a description of the documentation received by the member municipality evidencing the violation(s), and copies of all documentation in the member municipality’s possession.
 - d. If the NMCRC Solicitor declines to issue a violation warning letter, the NMCRC Solicitor shall notify the member municipality of the decision. The member municipality may move forward with a violation warning letter.

2. Second Offense –Upon receipt of sufficient credible evidence of a second offense by the same violator within two (2) years of the date of the first offense, the municipality in which the violation occurred should notify its solicitor or code official to consider commencement of enforcement action. The municipality shall notify the NMCRC Solicitor and advise the NMCRC Solicitor whether the affected municipality intends to undertake formal enforcement action on behalf of the affected municipality. In most cases, the affected municipality will be responsible to undertake the formal enforcement action pursuant to guidelines below as set forth at length in the municipality’s ordinance:
 - a. The municipality may commence a criminal action for a summary offense in Magisterial District Justice Court.
 - b. If the offense involves a commingling violation, the relief requested is likely to consist of a criminal fine not to exceed \$2,500 per violation, plus damages, court costs and reasonable attorneys’ fees.
 - c. If the offense involves a violation other than commingling, the relief requested is likely to consist of a criminal fine not to exceed \$1,000 per violation, plus damages, court costs and reasonable attorneys’ fees.

- d. If the offense involves a hauler knowingly collecting commingled waste from a resident previously notified of a commingling violation, the second offense upon conviction should result in a criminal fine of not less than \$1,000 and not more than \$5,000.
 - e. Each day a violation occurs is considered a separate violation for enforcement purposes.
 - f. The municipality should provide written notice of its enforcement efforts to the NMCRC Solicitor and the NMCRC Chairman, for distribution to all member municipalities.
3. Report to PADEP. If a second offense occurs and the affected municipality elects not to undertake formal enforcement action, the NMCRC Solicitor may report the occurrence of the violation to the Pennsylvania Department of Environmental Protection ("PADEP") and request that PADEP perform an inspection of the facility or hauler that is in violation of Act 101 and, upon a determination that a violation has occurred, take appropriate enforcement action such as, but not limited to, assessing penalties and/or instituting proceedings as authorized by Act 101.
 4. Enforcement Action by NMCRC. If the violation impacts more than one NMCRC member municipality and PADEP decides not to perform an inspection and/or exercise its enforcement powers under Act 101, the NMCRC Solicitor may, after a vote by the Commission, take formal enforcement action on behalf of the affected municipalities, provided the affected municipalities enter into a cost-sharing agreement, prepared by the NMCRC Solicitor and satisfactory in form and substance to the NMCRC, relating to all costs and expenses, including attorneys' fees, relating to the enforcement action.

Recommended Documentation Evidencing Violations

If a resident observes an alleged waste disposal or recycling violation, the resident should contact the Municipal Manager to report the alleged violation. The Municipal Manager should obtain as many factual details as possible from the resident and determine whether the resident can provide any written or visual documentation to support the alleged violation. Recommended documentation would include the following:

- Written witness statement(s) describing what activities occurred, when and where they occurred, and the identity of all witnesses and other individuals who were involved. Include the name, address and contact information for each witness who observed the violation occurrence.
- Photographs/videos taken by witnesses, including the name, address and contact information for the individual(s) who created the photograph/video.

- Certification statement signed and dated by each witness certifying that the evidence provided is correct and complete. (For example: “I, _____, hereby certify that the foregoing information provided by me is correct and complete.”)

Sample Ordinance Violations

Some common waste disposal/recycling violations include the following:

- Commingling recyclable materials with municipal solid waste
- Commingling household hazardous waste with municipal solid waste
- Commingling leaf waste with municipal solid waste
- Outdoor burning (including leaf burning)
- Collecting waste/recyclables between the hours of 8:00 pm and 6:00 am
- Violating other time, place and manner restrictions applicable to waste/recycling disposal

Municipal Websites

Each member municipality should include information on its website for reporting Act 101 violations.

THE NORTHERN MONTGOMERY COUNTY RECYCLING COMMISSION

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION 2020-__

A RESOLUTION ADOPTING PROCEDURES FOR THE HANDLING OF RECYCLING AND SOLID WASTE DISPOSAL VIOLATIONS BY HAULERS OR RESIDENTS OF MEMBER MUNICIPALITIES OF THE NORTHERN MONTGOMERY COUNTY RECYCLING COMMISSION.

WHEREAS, the Northern Montgomery County Recycling Commission (the “Commission”) is comprised of eleven (11) municipalities located in Montgomery County, Pennsylvania organized for the purpose of implementing the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, as amended (“Act 101”); and

WHEREAS, the member municipalities of the Commission have assigned and delegated their powers under Act 101 to the Commission in accordance with an Amended and Restated Intermunicipal Agreement dated May 21, 2007, as amended (the “Agreement”); and

WHEREAS, Section 403 of the Agreement grants to each member municipality concurrent jurisdiction with the Commission for the monitoring and enforcement of Act 101; and

WHEREAS, Section 4 of the Municipal Waste Collection and Recycling Ordinance adopted by each of the member municipalities authorizes the Commission to establish, by resolution, rules and regulations related to the administration of the recycling program and to administer and enforce against violations of all such rules and regulations; and

WHEREAS, each member municipality has delegated to the Commission pursuant to Section 8.B(2)(c) the authority to promulgate rules and regulations and to enforce those rules and regulations or to delegate such enforcement to the member municipalities; and

WHEREAS, the Commission desires to establish formal procedures for the enforcement of Act 101 and enforcement against violations by haulers and residents of its member municipalities;

NOW, THEREFORE, IT SHALL BE RESOLVED AS FOLLOWS:

Section 1. The Commission hereby adopts the enforcement procedures attached hereto as Schedule “A” and incorporated herein by this reference with the same effect as if they had been set out verbatim in this section, and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted.

Section 2. This Resolution shall become effective at the earliest date permitted by law.

DULY ADOPTED this ___ day of _____, 2020 by the Commissioners of the Northern Montgomery County Recycling Commission, Montgomery County, Pennsylvania.

**THE NORTHERN MONTGOMERY
COUNTY RECYCLING
COMMISSION**

Attest: _____
Richard Roller, Secretary

By: _____
Richard Halbom, Chairman

E-Waste Collection Event – September 19

E-WASTE



An electronic recycling event will be held on Saturday September 19, from 9am to 1pm at the Calvary Church at 16 E. Park Ave. Ambler EAC is coordinating Electronics Recycling for Area Communities.

Made possible by Ambler Savings Bank, PAR-Recycle Works is a non-profit that hires returning citizens to recycle used electronics.

Anything with a plug will be accepted including laptops, small appliances, printers, fax machines, cell phones, cameras, TV's, servers.

NO SMOKE DETECTORS or BATTERIES

The following items will incur a fee:

- Older CRT Monitors and TVs: \$35 – \$70/each (size varies)
 - Flatscreen TVs: \$10/each
 - Computer Monitors (flat) are free
 - Air Conditioners, Dehumidifiers, & Air Purifiers: \$15
 - Microwaves: \$5

You can pay with cash, check or credit card at drop off.

Questions about fees should be sent to: info@par-recycleworks.org

Salary & Personnel Committee

Tuesday September 1, 2020

Nancy Deininger – Chair

Glynnis Siskind

Nellie Di Pietro

Jen Henderson

OLD BUSINESS

1. **DEPARTMENT POSITIONS**

Resumes are being accepted for the Water Department Superintendent.
Interviews were held for the vacant equipment operator position.

2. **VOLUNTEER VACANCIES**

Vacancies exist (1 commissioner & 1 alternate) on the Ambler Human Relations Commission. Residents interested in being considered for appointment should contact the Borough Manager at manager@borough.ambler.pa.us .

RECOMMENDATIONS

Public Safety Committee

1. EMERGENCY DECLARATION

A recommendation is requested this evening to adopt the **attached** Emergency Declaration for COVID-19 for the month of September.