



BOROUGH OF AMBLER

COUNCIL MEETING AGENDA

May 16, 2018

7:00 p.m.

CALL TO ORDER: Mr. Frank DeRuosi

PLEDGE OF ALLEGIANCE: Mayor Sorg

ROLL CALL: Ms. Mary Aversa

Minutes for Consideration

April 17, 2018

COMMITTEE REPORTS:

PUBLIC SAFETY

PUBLIC UTILITIES

FINANCE & PLANNING

PARKS & RECREATION

SALARY & PERSONNEL

Public Safety Committee

The Committee meeting was held May 1, 2018 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee members: Claudio Zaccone (Chair), Nancy Deininger and Glynnis Siskind.

The Committee will consider the following recommendation.

1. Authorization is requested to purchase a new 2017 Ford Explorer, for the Police Department the 3 year lease terms are **attached**.

The following business will be discussed.

1. The Police Department report is **attached**.
2. The Fire Department report is **attached**.
3. The Community Ambulance report is **attached**.
4. The Public Works and the Code Enforcement reports were received.
5. The Red Cross has schedule a blood drive at the Ambler Borough Hall Gym to be held Wednesday, June 13 (2-7 p.m.)
6. The Borough has submitted a letter to PennDOT with documentation supporting a signal being warranted. With the future construction of the St. Mary's Villa project, the Borough requests PennDOT reconsider having the St. Mary's Villa project install this signal at Bethlehem and Lindenwold as part of their Highway Occupancy Permit.

EXHIBIT A - DESCRIPTION OF EQUIPMENT

RE: Lease with Option to Purchase Agreement dated as of April 30, 2018, between Univest Capital, Inc. (Lessor) and BOROUGH OF AMBLER (Lessee)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:


Quantity	Serial Number	Type, Make, Model
1	1FM5K8AR9HGE15392	2017 Police Ford Explorer w/ Accessories

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

Address _____ City _____ State _____
 County _____

EXHIBIT B - SCHEDULE OF PAYMENTS

PAYMENT NUMBER	PAYMENT DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	PAYMENT AMOUNT	OPTION PURCHASE PRICE
1	04/27/2018	12,845.97	0.00	12,845.97	* *
2	04/27/2019	11,819.93	1,026.04	12,845.97	12,471.81
3	04/27/2020	12,322.27	523.70	12,845.97	0.00

BY: 
 TITLE: Borough Manager
 DATE: 4-30-2018

AMBLER BOROUGH POLICE DEPARTMENT

VEHICLE FUEL & MILEAGE REPORT

Unit	LAST 2 MONTHS			LAST MONTH VS PRESENT			YEAR TO DATE		
	JAN	FEB		MAR	APR	% Change	2017	2018	% Change
43-1 2010 Ford Escape (chief)	1,019	378		713	832	16.7%	9,746	2,942	-69.8%
43-2 2017 Ford I Explorer (Patrol)	446	149		705	465	-34.0%	3,081	1,765	-42.7%
43-3 2016 Ford Explorer (Patrol)	1,433	676		1,714	1,971	15.0%	12,843	5,794	-54.9%
43-4 2008 Ford Crown Victoria (Det.)	84	104		68	2,411	3445.6%	2,927	2,667	-8.9%
43-5 2015 Ford Explorer (Patrol)	1,000	1,601		1,213	1,326	9.3%	14,357	5,140	-64.2%
2013 Ford Interceptor (replaced 4/2018)									
Total Mileage	3,982	2,908		4,413	7,005	58.7%	42,954	18,308	-57.4%

CAR	GAS	ODOMETER READING
43-1	53.802	63,539
43-2	168.376	465
43-3	206.142	23,591
43-4	13.023	90,056
43-5	275.760	47,775
TOTAL	717.103	



Wissahickon Fire Company
Year 2018 Summary
Chiefs Report

Types of Calls	Jan-18	Feb-18	Mar-18	Apr-18	Total	
					YTD	
Accident Standby			1		1	0.4%
AFA Actual	8	15	10	5	38	16.2%
AFA False	23	9	17	7	56	23.9%
Appliance			1	3	4	1.7%
Brush			1	2	3	1.3%
Building Investigation	3		3		6	2.6%
CO Detector	5	3	4	2	14	6.0%
Commercial Building	1	2	1	2	6	2.6%
EMS Assist		2			2	0.9%
FAST Team Assist	2				2	0.9%
Fluids on Highway	1				1	0.4%
Gas Odor Inside	1	7	2	1	11	4.7%
Gas Odor Outside	7	1	2	1	11	4.7%
Hazardous Materials Incident	1				1	0.4%
Non Commercial Building	7	2	2	5	16	6.8%
Officer Investigation	4	1	11		16	6.8%
Smoke in Area				1	1	0.4%
Special Service	1				1	0.4%
Standby	1				1	0.4%
Traffic Unit Assist	3	3	4	2	12	5.1%
Trash			1	1	2	0.9%
Vehicle Fire		1	1	1	3	1.3%
Vehicle Rescue	2		5	2	9	3.8%
Wires		2	13	2	17	7.3%
Total	70	48	79	37	234	100.0%

Townships	Jan-17	Feb-17	Mar-17	Apr-17	Total	
					YTD	
Ambler	29	18	30	12	89	38.0%
Lower Gwynedd	25	26	40	17	108	46.2%
Abington	1				1	0.4%
Conshohocken	1				1	0.4%
Horsham	1			1	2	0.9%
Montgomery	3	2	4	2	11	4.7%
Upper Dublin	3			3	6	2.6%
Upper Moreland	1				1	0.4%
Whitmarsh	4	1	1	1	7	3.0%
Whitpain	2	1	4	1	8	3.4%
Total	70	48	79	37	234	100.0%

Day Calls - Mon/Fri 6am- 6pm	34	27	30	18	109	46.6%
Total Personnel to Day Calls	398	296	388	197	1,279	
Total Per Day Call	12	11	13	11	12	

Night and Weekend Calls	36	21	49	19	125	53.4%
Total Personnel to Night Calls	511	292	543	291	1,637	
Total Per Night & Weekend Call	14	14	11	15	13	

All Calls	70	48	79	37	234	
Total Personnel to All Calls	909	588	931	488	2,916	
Total Per Call	13	12	12	13	12	

Monday Night Training Drills	4	4	4	5	17	
Total Personnel to Drill	130	118	131	173	552	
Total Per Drill	33	30	33	35	32	

EMERGENCY DIAL 911
EMAIL: info@amblerambulance.org



BUSINESS:(215)-643-6517
FAX:(215)-643-5212

Excellence in Pre-Hospital Care
COMMUNITY AMBULANCE ASSOCIATION, AMBLER
1414 E. BUTLER PIKE
P.O. BOX 98
AMBLER, PENNSYLVANIA 19002

Ambler Borough Statistics – 2018

<u>Month</u>	<u>Calls in Borough</u>	<u>Total Calls for CAAA</u>
January	62	249
February	69	227
March	58	271
April	65	239
May		
June		
July		
August		
September		
October		
November		
December		
<hr/>		
YTD Totals	254	986

*Serving Ambler Borough, Lower Gwynedd Township and
Portions of Upper Merion Township Since 1961*



May 9, 2018

File No. 2014-12015

Mr. Ashwin Patel, P.E, District Traffic Engineer
Pennsylvania Department of Transportation
Engineering District 6-0
7000 Geerdes Boulevard
King of Prussia, PA 19406-1525

Attention: David Adams, P.E., Signal Section Manager
Kevin Lewis, P.E., Traffic Signals Supervisor

Subject: Traffic Signal Installation
Lindenwold Avenue and Bethlehem Pike
Ambler Borough, Montgomery County
Upper Dublin Township, Montgomery County

Dear Mr. Patel:

On behalf of Ambler Borough, Gilmore & Associates, Inc. (G&A) is herewith submitting supporting documentation for the installation of a traffic signal at the above referenced intersection.

The Borough recently requested G&A to conduct counts at the intersection of Lindenwold Avenue and Bethlehem Pike. Twelve hour counts were conducted at the intersection on Thursday, March 15, 2018. The counts indicate the intersection meets a Traffic Signal Warrant 1 (8-Hour Warrant). The 8-Hour Warrant was not evaluated in the previous studies conduct by the applicant's team. The warrant is based on the posted 40 MPH speed limit. The counts and warrant worksheets are attached for your review.

In conjunction with the signal being warranted and with the future construction of the St. Mary's Villa project, the Borough requests PennDOT to reconsider having the St. Mary's Villa project install this signal as part of their Highway Occupancy Permit. This signal matter has been discussed on several occasions between the stakeholders. Another meeting with Ambler Borough, Upper Dublin Township, PennDOT, and St. Mary's Villa may be required to determine how this affects aspects of the project and residents within the area.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Damon Drummond, P.E., PTOE
Senior Transportation Engineer
Gilmore & Associates, Inc.

Attachments: Traffic counts and warrant worksheets

cc: Mary Avera, Ambler Borough Manager (via email)
Paul Leonard, Township Manager, Upper Dublin Township (via email)
Fran Hanney, PennDOT (via email)
Susan LaPenta, PennDOT (via email)
John Williamson, The Goldenberg Group (via email)
Robert Fluehr, The Goldenberg Group (via email)
Peter Monaghan, Strategic Realty (via email)
Jack Smyth, Boles, Smyth Inc. (via email)
Mark Jarema, McMahon Associates (via email)
James Dougherty, P.E., Gilmore & Associates, Inc. (via email)

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606
www.gilmore-assoc.com

Public Utilities Committee

The Committee meeting was held May 1, 2018 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee Members: Sal Pasceri (Chair), Claudio Zaccone, Francine Tomlinson and Glynnis Siskind.

The Committee will make no recommendations.

The following business will be discussed.

1. The Engineer's report was provided.
2. The Borough is considering changing the status of the Water Department and form an Authority.
3. Staff is obtaining quotes for the repaving of the Well 8 driveway at Loch Alsh.
4. The repair of the Loch Alsh Reservoir automatic valve is scheduled to be performed by Caddick for the low quote of \$9,674.
5. Water Department will be undertaking routine system hydrant flushing later this spring. A daily flushing schedule will be posted on the Borough website.

Finance and Planning Committee

The Committee meeting was held May 1, 2018 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee Members: Francine Tomlinson (Chair), Nellie Di Pietro and Erin McKenna Endicott.

The Committee will consider the following recommendations.

1. That the April 2018 invoices be paid as follows:

#	Fund	APR 1ST RUN	APR 2ND RUN	TOTALS
1	GENERAL	\$24,936.54	\$ 102,229.15	\$127,165.69
2	STREET LGTS	\$201.50	\$ 5,148.80	\$5,350.30
3	FIRE			\$0.00
4	REFUSE	\$29,661.62	\$5,544.18	\$35,205.80
5	PARKS & REC	\$1,180.25	\$2,910.00	\$4,090.25
6	WATER	\$17,844.84	\$75,048.30	\$92,893.14
8	SEWER	\$3,540.46	\$11,936.59	\$15,477.05
9	WWTP	\$49,864.68	\$65,686.86	\$115,551.54
23	DEBT FUND			\$0.00
30	WATER CAPITAL	\$3,678.61	\$ 9,218.44	\$12,897.05
35	LIQUID FUELS	\$3,467.38	\$ 16.21	\$3,483.59
TOTALS		\$134,375.88	\$277,738.53	\$412,114.41
VOID CHECKS				\$0.00
GRAND TOTAL		\$ 134,375.88	\$ 277,738.53	\$ 412,114.41

2. A recommendation is requested to advertise for adoption the attached Ordinance to address the spread of bamboo in the Borough.
3. A recommendation is requested to adopt the **attached** Resolution 2018-8 authorizing the lease purchase of the Street Sweeper. The lease term is for 3 years.

The following business will be discussed.

1. The Borough Engineer's report was received.

2. The committee is reviewing the Statements of Qualifications for professional services.
3. Summit Realty is scheduled to present to Council on May 15th the proposed floodplain and floodway revisions for their proposed apartment project.
4. Staff has been working with SEPTA on the 2018 Farmers Market Lease.

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, Fallopiia 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

Resolution 2018-08

EXHIBIT E

LESSEE RESOLUTION

RE: Lease With Option to Purchase Agreement dated as of May 1, 2018, between Univest Capital, Inc. (Lessor) and Borough of Ambler (Lessee).

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on May 16, 2018 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- 1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Lease With Option to Purchase Agreement dated as of May 1, 2018, between Borough of Ambler (Lessee) and Univest Capital, Inc. (Lessor).
2. Approval and Authorlization. The Governing Body of Lessee has determined that the Agreement, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate. Such approval and authorization extends to any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement.

Authorized Individual(s): Mary Aversa, Borough Manager (Printed or Typed Name and Title of Individual(s) authorized to execute the Agreement)

- 3. Adoption of Resolution. The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: (Signature of Secretary, Board Chairman or other member of the Governing Body)

Typed Name: Frank DeRuosi Title: Borough Council President (Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By (Signature of one additional person who can witness the passage of this Resolution)

Typed Name: Mary Aversa Title: Borough Manager (Typed name of individual who signed directly above) (Title of individual who signed directly above)

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Lease With Option to Purchase Agreement dated as of May 1, 2018 , between Univest Capital, Inc. (Lessor) and Borough of Ambler (Lessee)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model
1		Elgin Whirlwind MV Single 36" Sidebroom Street Sweeper w/ Accessories

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

Address

City

State

County

EXHIBIT B - SCHEDULE OF PAYMENTS

PAYMENT NUMBER	PAYMENT DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	PAYMENT AMOUNT	OPTION PURCHASE PRICE
1	07/01/2018	86,307.87	1,706.68	88,014.55	* *
2	07/01/2019	81,387.46	6,627.09	88,014.55	87,143.11
3	07/01/2020	84,636.17	3,378.38	88,014.55	0.00

BY: _____

TITLE: Borough Manager

DATE: 5-16-18

Parks and Recreation Committee

The Committee meeting was held May 1, 2018 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee Members: Sara Hertz (Chair), Nancy Deininger and Erin McKenna Endicott.

The Committee will consider the following recommendation.

1. A request was received to consider permitting dogs in Ricciardi Park, the committee will make a recommendation.

The following business will be discussed.

1. The committee is researching "Friends of Park" programs to gather information and possible program guidelines for Ambler Parks.
2. 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. Residents can still register at the YMCA.
3. 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.
4. The Committee will be scheduling Yoga, Mindfulness and Movie Nights for the 2018 Season.
5. The Edgewood flag lot was discussed and the Borough will coordinate access plans with property owners who are legally permitted access.

Salary & Personnel Committee

The Committee meeting was held May 1, 2018 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee Members: Nancy Deininger (Chair), Sal Pasceri, Claudio Zaccone and Nellie Di Pietro.

The Committee will consider the following recommendation.

1. 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. Council is asked to authorize our HRC Chairperson to execute the documents.
2. **Attached** is a resume from Stephen McKenna who is interested in being appointed to the Appeals Board vacancy.

The following business will be discussed.

1. A vacancy exists on 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. 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
3. The vacant Assistant Supervisor position for the Waste Water plant has been advertised, resumes are being accepted.

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 PHRC's receipt of a dual filed complaint, the PHRC will time stamp the Questionnaire "complaint" and maintain a hard copy of the complaint in a separate folder bearing ABHRC's name. PHRC will send notice of receipt and a document retention notice to the Complainant and Respondent.
- f. The PHRC will hold the complaint for a period of six months while ABHRC engages in dispute resolution activities authorized by ABHRC's Ordinance.

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

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

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

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

Signed as set forth below:

BY _____

Date: _____

M. Joel Bolstein, Interim Chair

Pa. Human Relations Commission

BY: _____ Date: _____

Ambler Borough HRC
Chairperson

By: _____ Date: _____

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

Recommendations

Public Utilities Committee

Public Safety Committee

Authorization is requested to purchase a new 2017 Ford Explorer for the Police Department.

Finance and Planning Committee

Recommend the April 2018 invoices be paid in the amount of **\$412,114.41**.

A recommendation is requested to advertise for adoption an Ordinance to address the spread of bamboo in the Borough.

A recommendation is requested to adopt the **attached** Resolution 2018-8 authorizing the lease purchase of the Street Sweeper.

Parks & Recreation Committee

A request was received to consider permitting dogs in Ricciardi Park, the committee will make a recommendation.

Salary & Personnel Committee

A recommendation is requested to appoint Stephen McKenna to the appeals Board Vacancy.

The Pennsylvania Human Relations Commission has requested that Ambler Borough Council authorize the HRC Chairperson execute a new copy of the Memorandum of Understanding.

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 Comment section of the meeting. It is requested that you state your name and address. Comments regarding any and all employee issues will not be entertained. Council may address items or questions raised at the next scheduled Committee/Council meeting, but reserves the right to determine agenda items. Council requests that those in attendance refrain from engaging the speaker during public comments.

Thank you for your cooperation.

Ambler Borough Council