



BOROUGH OF AMBLER

COUNCIL MEETING AGENDA

**All matters that are deliberated could result in a vote
to take official action.**

December 21, 2021

7:00 p.m.

**Minutes for Consideration:
November 16, 2021 Council Meeting**

**COMMITTEE REPORTS:
FINANCE & PLANNING
PUBLIC SAFETY
PUBLIC UTILITIES
PARKS & RECREATION
SALARY & PERSONNEL**

Finance and Planning Committee

December 7, 2021 at 7:00 p.m. Committee Members Nellie Agnes Forst– Chair, Erin McKenna Endicott, Haley Welch, Karen Sheedy. Absent: Nancy Deininger and Mayor Sorg

The Committee will consider the following recommendations:

1. That the November Bills be paid in the amount of \$1,088,018.84

#	Fund	Nov 1st Run	Nov 2nd Run	Nov 3rd Run	TOTALS
1	GENERAL	34,978.18	7,384.32	35,439.49	77,801.99
2	STREET LGTS		5,003.71	98.42	5,102.13
3	FIRE				-
4	REFUSE	8,426.45	49,824.77		58,251.22
5	PARKS & REC	883.53	468.46	4,749.39	6,101.38
6	WATER	206,254.57	32,503.79	289,213.48	527,971.84
8	SEWER	3,413.46	4,112.89	127,798.62	135,324.97
9	WWTP	62,141.59	33,566.41	173,834.45	269,542.45
35	LIQUID FUELS	24.98		7,897.88	7,922.86
30	Wtr Cpt'l	19,281.44	1,909.56	139,737.66	
TOTALS		335,404.20	134,773.91	778,769.39	1,088,018.84
VOID CHECKS					-
GRAND TOTAL		335,404.20	134,773.91	778,769.39	1,088,018.84

2. Consider adoption of Ordinance 1127 Fixing the Real Estate Tax Rate for the Year 2022. (attached)
3. A recommendation is requested to adopt Resolution 2021-17 appropriating specific sums estimated per the 2022 Budget. (attached)
4. Consider approval of the 3-year Compost Agreement with Barnside Farms Compost Facility and authorize the Borough Manager and Ambler's Northern Montgomery County Recycling Commission representative to execute the Agreement. (attached)

The following business will be discussed:

1. The Borough Engineer's report was provided.

ORDINANCE 1127
 AN ORDINANCE OF THE BOROUGH OF AMBLER
 COUNTY OF MONTGOMERY
 COMMONWEALTH OF PENNSYLVANIA
 FIXING THE REAL ESTATE TAX RATE FOR THE YEAR 2022

BE IT ORDAINED AND ENACTED and is hereby Ordained and Enacted by the Borough Council of the Borough of Ambler, County of Montgomery, Commonwealth of Pennsylvania that a Tax be and the same levied on all Real Property within the Borough of Ambler subject to location for the Fiscal Year 2022 as follows:

TAX RATE

For General Purposes, the sum of six and two hundred eighty thousandth (6.78) mill on each dollar of Assessed Valuation or the sum of 6.78 cents on each one hundred dollars of Assessed Valuation.

For Street Lighting Purposes, the sum of two hundred ten thousandth (.210) mill on each dollar of Assessed Valuation or the sum of .21 of a cent on each one hundred dollars of Assessed Valuation.

For Fire Fighting Purposes, the sum of four hundred eighty thousandth (.480) mill on each dollar of Assessed Valuation or the sum of 0.48 of a cent on each one hundred dollars of Assessed Valuation.

For Debt Service Purposes, the sum of 0.0 mill on each dollar of Assessed Valuation or the sum of 0.0 of a cent on each one hundred dollars of Assessed Valuation.

For Parks and Recreation Purposes, the sum of three hundred ninety thousandth (0.390) mill on each dollar of Assessed Valuation or the sum of 0.39 of a cent on each one hundred dollars of Assessed Valuation.

The same being summarized in tabular form as follows:

TOTAL 7.86 MILLS	MILLS ON EACH DOLLAR OF ASSESSED VALUATION	CENTS ONE HUNDRED DOLLARS OF ASSESSED VALUATION
Tax Rate General Purpose	6.780 Mills	6.78 Cents
Tax Rate Street Lights	0.210 Mills	0.21 Cents
Tax Rate Fire Protection	0.480 Mills	0.48 Cents
Tax Rate Debt Service	0.0 Mills	0.0 Cents
Tax Rate Parks & Recreation	0.390 Mills	0.39 Cents

Enacted by the Borough of Ambler this ____ day of December, ____.

 Frank DeRuosi, Council President

 Mary Aversa, Borough Manager

RESOLUTION 2021 -

A Resolution of the Borough of Ambler, County of Montgomery, Commonwealth of Pennsylvania appropriating specific sums estimated per the 2022 Budget to be required for the specific purpose of the municipal government, hereinafter set forth, during the year 2021 by the Borough Council of the Borough of Ambler, County of Montgomery, Commonwealth of Pennsylvania.

Section 1. That the expenditures and expenses for the Fiscal Year 2022 in the following amounts are hereby appropriated from the fund equities, revenues and other financing sources available for the year 2022 for the specific purposes set forth in the following budget summaries.

	<u>General Fund</u>	
Revenues		\$ 4,408,848
Expenditures		\$ 4,408,848
	<u>Refuse Fund</u>	
Revenues		\$ 929,200
Expenditures		\$ 929,200
	<u>Fire Fund</u>	
Revenues		\$ 205,185
Expenditures		\$ 205,185
	<u>Liquid Fuels</u>	
Revenues		\$ 457,886
Expenditures		\$ 457,886
	<u>Parks and Recreation</u>	
Revenues		\$ 203,947
Expenditures		\$ 203,947
	<u>Sewer Fund</u>	
Revenues		\$ 1,090,765
Expenditures		\$ 1,090,765
	<u>Street Light Fund</u>	
Revenues		\$ 60,870
Expenditures		\$ 60,870
	<u>Wastewater Treatment Plant</u>	
Revenues		\$ 3,525,916
Expenditures		\$ 3,525,916
	<u>Water Department</u>	
Revenues		\$ 4,311,338
Expenditures		<u>\$4,311,338</u>
Total Budget		<u>\$15,568,955</u>

Section 2. That any Resolution conflicting with this Resolution be and the same is hereby repealed insofar as the same affects this Resolution.

ADOPTED this _____ day of December, 20____.

Frank DeRuosi, Council President

Mary Aversa, Secretary

Wisler Pearlstine, LLP

Offices in Blue Bell + Newtown

Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, Pennsylvania 19422-2323
610.825.8400 + Fax 610.828.4887
www.wislerpearlstine.com

Mark A. Hosterman, Esquire
mhosterman@wispearl.com

November 16, 2021

Mary Aversa, Borough Manager
Ambler Borough
131 Rosemary Avenue
Ambler, PA 19002

RE: Northern Montgomery County Recycling Commission
Compost Agreement Renewal

Dear Ms. Aversa:

As you may recall, this office serves as solicitor for the Northern Montgomery County Recycling Commission ("NMCRC"). Act 101 requires municipalities that do not have curbside pick-up for leaf and yard waste at least one time per month to designate an official PADEP permitted compost facility for their residents, haulers, and contractors to use as a drop off location. To ensure compliance in past years, the NMCRC and member municipalities have entered into Compost Agreements with Barnside Farms Compost Facility ("BFCF"). The current Compost Agreement will expire December 31, 2021.

The Agreement for 2022 and subsequent years is substantially similar to past years. The following highlights some of the terms that will be beneficial to the NMCRC and member municipalities:

- Initial three (3) year term with one automatic three (3) year renewal.
- Entitles member municipalities' residents, haulers, and contractors to the most favorable gate rates.
- 14-day notice if most favorable gate rate is increased.
- On-site scale provides accurate weights.
- BFCF maintains accurate records for each member municipality.
- Member municipalities and their residents are entitled to 10% discount on mulch products purchased from BFCF.

Act 101 requires official designation of a compost facility. Although the NMCRC believes the terms of the enclosed Compost Agreement with BFCF are extremely favorable; municipalities, residents, haulers, and contractors are still permitted to drop off at other facilities as the Compost Agreement is non-exclusive.

(02481962)

ATTORNEYS AT LAW

Newtown Office:

Post Office Box 1186 + 301 North Syracuse Street + Newtown, Pennsylvania 19040 + 215.570.6005 + F 215.570.6000

Wisler Pearlstine, LLP

November 16, 2021
Page 2

In order to maintain compliance, the NMCRC and BFCF have approved the enclosed Compost Agreement for the initial term beginning January 1, 2022. Each municipality is also being requested to approve the Compost Agreement prior to the end of 2021. After approval, please send or email a copy of your signature page (not the entire Agreement) to the undersigned. If you have any questions, please do not hesitate to contact me.

Sincerely,



MARK A. HOSTERMAN

MAH:enb
Enclosure
cc: NMCRC Commissioners *via email only*

COMPOST AGREEMENT

This Compost Agreement (the "Agreement") by and between **BARNSIDE FARM COMPOST FACILITY ("BFCF")** and the **NORTHERN MONTGOMERY COUNTY RECYCLING COMMISSION ("NMCRC")** is made this ____ day of _____, 2021.

WITNESSETH:

Whereas, BFCF is operating a Pennsylvania Department of Environmental Protection ("PADEP") permitted compost facility on a five (5) acre site located at 991 Haldeman Road, Schwenksville, located in Upper Salford and Lower Salford Townships, Montgomery County, Pennsylvania (the "Facility"); and

Whereas, BFCF desires to increase the amount of leaf waste and yard waste it receives to process into compost and mulch for sale to end users; and

Whereas, member municipalities of the NMCRC who do not have curbside pick-up at least one time per month for leaf waste and yard waste are required to designate an official PADEP permitted compost facility for their residents to use as a drop off facility for leaf waste and yard waste; and

Whereas, the NMCRC member municipalities require that annual reports be received by January 31 of the following year to certify the tonnages for leaf waste and yard waste delivered to a PADEP permitted compost facility by each municipality, its residents or its contractors.

AGREEMENT

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Term.**

a. **Initial Term.** For the term commencing on January 1, 2022 until December 31, 2024, BFCF agrees to receive leaf waste and yard waste, at the Facility, which is collected by residents of member municipalities of the NMCRC, a member municipality of the NMCRC, any hauler collecting in a member municipality of the NMCRC, or any other collector authorized by the member municipality.

b. **Automatic Renewal.** This Agreement shall automatically renew for a subsequent three (3) year period, ending December 31, 2027, unless any party gives written notice at least sixty (60) days before the expiration of the initial term of its intent not to renew this Agreement.

2. **Pricing.**

a. Each NMCRC member municipality, its residents and haulers, and their respective agents and contractors, shall pay the most favorable gate rates BFCF can offer on a

per ton basis, for materials they drop off at the Facility. All others shall pay the regular gate rates charged by BFCF.

b. BFCF's most favorable gate rates are based on current costs. BFCF reserves the right to increase pricing based on cost of living, labor, fuel and handling costs, if necessary. If BFCF determines that a price increase to the most favorable gate rate is necessary, BFCF shall notify the NMCRC in writing and present the pricing structure at least 14 days prior to instituting any price increase.

3. **Payment.**

a. Any payment due from a member municipality for the actual tons delivered by it or its agents is to be made within thirty (30) days from the date of receipt of an invoice from BFCF. A 1.5% per month late fee will be added for payments remaining unpaid in excess of thirty (30) days from the due date. Invoices will be presented no more frequently than monthly and no less frequently than quarterly.

b. BFCF shall include with each invoice submitted to a member municipality the quantity of material, expressed in tons, of waste delivered to the Facility since the date of the last invoice issued to such member municipality. The invoice and documentation also will be made available for review by such municipality upon request.

4. **Operational Requirements.**

a. **Unacceptable Material and Responsibility for its Proper Disposal.**

BFCF shall accept the following materials at the Facility: leaf waste, leaves, grass clippings, brush, shrubs and tree clippings. BFCF requires that leaf waste and yard waste be separated prior to drop off, unless BFCF determines that such waste can be received on a commingled basis. All materials shall be delivered loose or in biodegradable bags acceptable to BFCF.

BFCF will not accept any of the following at the Facility: household hazardous waste, trash, metal, treated wood of any kind, branches over 4 (four) inches caliper or leaf waste in plastic bags.

At the time of delivery to the Facility or thereafter, BFCF shall use its best efforts to identify unacceptable materials and reject any load that it believes contains unacceptable materials.

b. **Documentation.**

BFCF shall be responsible for determining the municipality of origin for all compostable materials brought to the Facility. BFCF agrees to provide "drop off slips" as needed for use by drivers, haulers and/or contractors dropping off on behalf of a NMCRC member municipality. When a load of compostable materials arrives at the Facility, the driver shall present the Drop Off Slip or prepare a Drop Off Slip on a form which BFCF shall make available at the gate to the Facility. The driver shall be required to provide all the information requested on the Drop Off Slip.

Haulers who pick up compostable materials from more than one municipality shall be required to certify the percentage of the load from each municipality of origin on the Drop Off Slip. Haulers and customers who drop off compostable materials at the Facility originating from multiple municipalities shall specify each municipality of origin and the total quantity or percentage of materials originating from each such municipality. Any portion of the load originating from a NMCRC member municipality and dropped off by the municipality, its haulers or agents, shall receive the favorable gate rates and the balance of the load shall be billed at the regular rates charged by BFCF.

BFCF shall prepare and maintain an accurate record of the total tons of leaf waste and yard waste received at the Facility from each municipality, its haulers, contractors, residents and residents' contractors. In addition, BFCF shall make such records available at the Facility for review and inspection by each participating NMCRC member municipality and/or its designated agent or representative promptly upon request.

Upon delivery, BFCF shall require that the weight in tons of all of the acceptable material received be measured using its 75 foot scale. Such scale shall be inspected yearly and, if necessary, recalibrated. BFCF shall report the total tons of leaf waste and the total tons of yard waste received at the Facility during the preceding calendar year to the NMCRC-designated consultant by January 31 of each year. All reporting must comply with DEP regulations and other requirements and practices.

In performing its obligations pursuant to this Agreement, BFCF shall comply in all respects with all applicable legal requirements issued or promulgated by PADEP from time to time, including without limitation, determining, recording and reporting the quantity of yard waste and leaf waste received by BFCF for composting at the Facility.

c. Hours of Operation.

BFCF hours of operation are available at www.barnsidefarms.com and are subject to adjustment on an as-needed basis.

d. Contact Information.

BFCF:

Phone: 610-329-6471 or 610-287-8880
Address: BFCF c/o Nancy Larkin
430 Dieber Road
Schwenksville, PA 19473

NMCRC:

Phone: (610) 825-8400
Address: Mark A. Hosterman
Wisler Pearlstine, LLP
460 Norristown Rd., Suite 110 Blue Bell, PA 19422

or such other contact information as the parties may designate in writing.

5. Compliance with Legal Requirements.

BFCF shall comply and at all times operate the Facility in compliance with all laws, statutes, ordinances, rulings, regulations, codes, decrees, orders, judgments, conditions, restrictions, approvals, permits and requirements of, from or by any federal, state or local governmental or quasi-governmental agency, department, court, regulatory body, commission, authority, board, bureau or instrumentality of any of them, which exercises jurisdiction over the Property, the Facility or BFCF.

6. Finished Materials.

BFCF shall make available to each of the member municipalities that delivered acceptable materials to BFCF in the prior contract year all finished product at a ten percent (10%) discount, or greater in the discretion of BFCF, in such quantities as may be agreed upon by the parties.

7. Parties.

The parties to this Agreement are BFCF, the NMCRC, and each of its member municipalities who have designated BFCF as the municipal PADEP-permitted compostable materials drop-off facility for such member municipality, as evidenced by the signatures affixed hereto.

8. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

(Signature page continues)

Public Safety Committee

December 7, 2021 at 7:00 p.m. Committee members: Erin McKenna Endicott – Chair, Glynnis Siskind, Sara Hertz, Nancy Deininger . Absent: Nancy Deininger and Mayor Sorg

The Committee will make no recommendations.

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 .



Wissahickon Fire Company
Fire Chief Report
Year 2021 (334 days)

Township	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total	%
Ambler	14	15	9	11	16	24	9	12	26	12	18		166	35%
East Norriton		1											1	0%
Horsham		1	2	1	3	2			2	1	5		17	4%
Lower Gwynedd	8	15	18	16	22	15	23	22	25	18	20		202	42%
Montgomery	2	1		1	1	2	1	1			1		10	2%
North Wales				1									1	0%
Pottstown			1										1	0%
Springfield		1					2		1	1			5	1%
Upper Dublin	3	1	1	2	1		2	2	14	2	2		30	6%
Upper Gwynedd					1				1				2	0%
Whitemarsh	1		1	2	2	2	6	1	3	3	1		22	5%
Whitpain	1	1	4		3	1		4	4	2			20	4%
TOTAL	29	36	36	34	49	46	43	42	76	39	47	0	477	100%

Type of Call	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total	%
Accident Standby	1				2	1	1	1	2	1			9	2%
AFA Actual	2	7	10	9	11	10	7	10	13	8	14		101	21%
AFA False	5	7	5	4	12	16	15	14	17	10	10		115	24%
Appliance	1		1		1								3	1%
Brush			2	1	3		1	2					9	2%
Building Investigation	2			1		1	1	3	1		3		12	3%
CO Detector	4	2	2	1	2	1	2	1	1		2		18	4%
Commercial Bldg	3	4	5	2		2	1	1		1	6		25	5%
Elevator Rescue	1	1			1	3	1			3			10	2%
Fast Team Assist		1			1			1	3	1			7	1%
Gas Odor Inside		3	1		1	1		1	1	5	1		14	3%
Gas Odor Outside	1	1			1			1	4		2		10	2%
Hazmat							1						1	0%
Helicopter Landing								1					1	0%
Non Comm Bldg	2	1	4	5	7	1	2	1	3	5	3		34	7%
Officer Investigation	4	2	4	1	2		1	2	8	2	1		27	6%
Residential Rescue							1		1				2	0%
Smoke in Area			1		1								2	0%
Standby	1					1			2		1		5	1%
Traffic Unit assist		3		2	2	3	7	1	5	1	1		25	5%
Trash			1	3					1		1		6	1%
Vehicle Fire				1		2				1			4	1%
Vehicle Leaking Fuel				2					1		1		4	1%
Vehicle Rescue	1	1		1	1	2			1	1			8	2%
Water Rescue									10				10	2%
Wires	1	3		1	1	2	2	2	2		1		15	3%
TOTAL	29	36	36	34	49	46	43	42	76	39	47	0	477	100%

Day of the week	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total	%
Monday	5	6	4	3	6	8	6	5	3	11	3		60	13%
Tuesday	4	6	2	5	7	13	12	7	6	2	11		75	16%
Wednesday	6	7	8	8	2	6	9	3	29	2	9		89	19%
Thursday	3	7	5	2	13	5	5	10	10	5	6		71	15%
Friday	4	4	6	7	7	3	4	8	9	10	8		70	15%
Saturday	3	2	6	5	8	5	2	3	9	6	5		54	11%
Sunday	4	4	5	4	6	6	5	6	10	3	5		58	12%
TOTAL	29	36	36	34	49	46	43	42	76	39	47	0	477	100%



Wissahickon Fire Company
Fire Chief Report
Year 2021 (334 days)

Attendance	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total	%
Day Calls (M to F 6AM to 6PM)	13	18	16	22	16	19	24	25	32	20	24		229	48%
Attendance at Day Calls	136	217	227	297	182	196	266	228	253	229	233		2,464	
Average Day Calls	10.5	12.1	14.2	13.5	11.4	10.3	11.1	9.1	7.9	11.5	9.7	-	10.8	
Night & Weekend Calls	16	18	20	12	33	27	19	17	44	19	23		248	52%
Attendance at N & W Calls	271	274	310	163	416	368	189	165	521	200	285		3,162	
Average Night & Weekend	16.9	15.2	15.5	13.6	12.6	13.6	9.9	9.7	11.8	10.5	12.4	-	12.8	
Total Calls	29	36	36	34	49	46	43	42	76	39	47		477	100%
Total Attendance	407	491	537	460	598	564	455	393	774	429	518		5,626	
Average Total Calls	14.0	13.7	15.1	13.5	12.2	12.3	10.6	9.4	10.2	11.0	11.0		11.9	
Average Fire Attendance 7A	10.8	10.9	12.3	10.4	9.4	10.4	8.7	7.8	8.9	9.4	9.3		9.8	
Average Fire Attendance 7B	3.2	2.8	2.8	3.1	2.8	1.9	1.9	1.6	1.3	1.6	1.6		2.2	
Average Fire Attendance	14.0	13.7	15.1	13.5	12.2	12.3	10.6	9.4	10.2	11.0	11.0	-	12.1	
Total Drills	4	3	5	4	4	4	3	5	3	4	5		44	
Total Drill Attendance	150	99	162	129	133	100	88	143	82	114	149		1,349	
Average Drill Attendance	37.5	33.0	32.4	32.3	33.3	25.0	29.3	28.6	27.3	28.5	29.8		30.7	

Count of Alarm 2021								
Hour of Day	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0			2	3			1	6
1		1		1	1		1	4
2		1	1	1	2	2	3	10
3	2		2		1			5
4	2	2	1	1	1			7
5	1	2	1	2	1			7
6			1	3	3	3		10
7	4	1	2	3	3	1	1	15
8	1	1	5	5	3	3	2	20
9	2	5	6	7	3	3		26
10	3	6	5	6	3	7	1	31
11	3	3	3	3	2	9	3	26
12	5	4	3	4	5	3	5	29
13	6	3	4	4	9	4	7	37
14	2	2	6	2	2	3	3	20
15	1	5	7	9	2	1	5	30
16	3	5	4	2	3	4	1	22
17	1	3	4	1	6	6	3	24
18	8	4	5	8	3	3	2	33
19	7	4	3	10	8	6	9	47
20	4	5	2	6	3	5	5	30
21	1	2	2	5	2	3	2	17
22	1	1	4	3	2	2		13
23	1		1		3	2	1	8
Grand Total	58	60	74	89	71	70	55	477



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 - 2021

<u>Month</u>	<u>Calls in Borough</u>	<u>Total Calls for CAAA</u>
January	85	421
February	75	417
March	63	405
April	69	425
May	66	447
June	53	394
July	58	398
August	76	416
September	91	465
October	75	484
November	70	476
December		
<hr/>		
<u>YTD Totals</u>	781	4748

*Serving Ambler Borough, Lower Gwynedd Township,
Springfield Township and Portions of Upper Dublin Township*

Public Utilities Committee

December 7, 2021 at 7:00 p.m. Committee Members: Glynnis Siskind – Chair, Haley Welch, Jen Henderson, and Karen Sheedy. Absent: Nancy Deininger and Mayor Sorg

The Committee will make no recommendations.

The following business will be discussed:

1. The WWTP Engineer's report will be provided.
2. Water Department has completed hydrant flushing for the season.
3. The awarded contractor has begun the MIRIA Grant project for Wells 2,6 & 7 the Loch Alsh Wells pipeline replacement.
4. The water main replacement on Knight Road is nearing completion.
5. The Water Engineer has provided lab results from the October samplings of the distribution system. They are posted on the Borough Website.

Park and Recreation Committee

December 7, 2021 at 7:00 p.m. Committee Members: Sara Hertz – Chair, Nancy Deininger, Erin McKenna Endicott, Nellie Agnes Forst. Absent: Nancy Deininger and Mayor Sorg

The Committee will make no recommendations.

The following business will be discussed:

- 1 The next Community Garden meeting will be announced.
2. The **attached** Single Use Plastics Ordinance was advertised for adoption. A hearing was scheduled for this evening. It is recommended that the hearing is continued for a possible vote at the January 18, 2022 meeting.

THE BOROUGH OF AMBLER, MONTGOMERY COUNTY, PA

ORDINANCE NUMBER 1126

AN ORDINANCE OF THE BOROUGH OF AMBLER AMENDING THE CODIFIED ORDINANCES BY ADDING A NEW PART 9 TO CHAPTER 13, "LICENSES, PERMITS, AND GENERAL BUSINESS REGULATIONS", SUCH NEW PART 9 ENTITLED "LIMITATION ON THE USE OF CERTAIN PLASTICS"; PROHIBITING THE DISTRIBUTION OF SINGLE USE PLASTICS IN CONNECTION WITH THE SALE OF FOOD AND MERCHANDISE, INCLUDING CARRYOUT BAGS, STYROFOAM AND POLYSTYRENE FOAM CONTAINERS, AND PLASTIC STRAWS; LIMITING THE COST OF RECYCLABLE BAGS AND CONTAINERS TO TEN CENTS PER ITEM; EFFECTIVE SIX MONTHS AFTER ADOPTION; CONTAINING A SEVERABILITY CLAUSE

In the interests of public and environmental safety, and recognizing single use plastics as a threat to the environment, the Ambler Borough Council does hereby ORDAIN as follows:

The Borough codified ordinances are amended by the addition of a new Chapter 13 in Part 9 (Licenses, Permits and General Business Regulations) such new Part 9 entitled "Limitation on the Use of Certain Plastics", and such Part to provide as follows:

9-1. Definitions.

Business or Store: Every establishment that provides single use plastics in connection with the retail sale of goods and products to customers. Includes, but is not limited to grocery stores, farmers markets, convenience stores, clothing stores and food service establishments.

Food Service Establishment: Any establishment serving made-to-order food or beverages for eating-in, takeout, or delivery.

Goods and Products: Items that are prepared and made to be sold, including, but not limited to, clothing, groceries, prepared food, beverages, merchandise, books, jewelry, alcohol, tobacco products, toys, and any and all other things and items sold at retail by businesses and stores.

Retail: The sale of goods and products directly to consumers.

Reusable Bag: A bag that is designed and manufactured to withstand repeated uses over a period of time, is machine washable or made from a material that can be cleaned and disinfected regularly, is at least 2.25

mil thick If made from plastic, has a minimum lifetime of 75 uses, and is capable of carrying a minimum of 18 pounds.

Single-Use, Plastic Carryout Bag: A bag, sheet or receptacle produced or manufactured from material commonly known as "plastic" or "polyethylene" and which is provided at the check-out stand, cash register, point of sale, or other point of departure for the purpose of transporting goods or products out of the establishment.

A" Single -Use Plastic Carry-Out bag shall not include:

- i. Bags used only for moving items within the store such as to the checkout area;
- ii. Laundry or dry cleaning bags;
- iii. Newspaper bags;
- iv. Bags used to wrap meat, fish, or frozen foods to prevent the escape of moisture;
- v. A non-handled bag used to protect items from contamination by other items;
- vi. Bags distributed by the state or federal government.

9-2. Conduct Prohibited.

It shall be a violation of this ordinance for any business located within the Borough to provide or make available single use plastic carry out bags, Styrofoam and polystyrene foam containers, and plastic drinking straws to customers or the general public in connection with the sale of products and goods, except, however, that plastic straws may be supplied without violating this ordinance when the customer makes a request for a plastic straw.

It shall be a violation of this ordinance for any business located within the Borough to fail to make available to customers some reusable or recyclable bag or box for the transport of purchased items, and, where plastic straws are provided, it is a violation to not also provide a recyclable or reusable alternative.

It shall be a violation of this ordinance for any business located within the Borough to charge more than ten cents per bag for any recyclable bag or other container.

Liability for violations of this ordinance shall rest with the owner of the business in which the violation occurs, regardless whether such owner was involved in supplying the single use plastics to customers at the time a violation is discovered.

9-3. Penalty for Violation.

Violations of this ordinance are quasi-criminal summary offenses and may be investigated and prosecuted by the Borough Code Enforcement Officer in the same manner as other summary offenses. The penalty for violation is one hundred dollars for the first offense, two hundred dollars for the second offense by the same defendant and five hundred dollars for each violation thereafter. The Borough possesses all rights in law and equity to obtain a court order to enjoin continuing violations.

9-4. Severability.

In the event a court of competent jurisdiction declares any portion of this ordinance invalid, such invalid portion shall, to the extent possible, be severed from the remainder, which shall continue in full force and effect.

9-5. Effective.

This ordinance is effective on the first day of the six month following the month in which it is adopted.

SO ORDAINED THIS _____ DAY OF _____, 2020.

Attest: _____

Salary & Personnel Committee

December 7, 2021 at 7:00 p.m. Committee Members Nancy Deininger – Chair, Glynnis Siskind, Nellie Agnes Forst, Jen Henderson. Absent: Nancy Deininger and Mayor Sorg

The Committee will consider the following recommendations

1. A recommendation to adopt Resolution 2021-16 recognizing the service of Nancy Deininger.
2. A recommendation to adopt Resolution 2021-15 recognizing the service of Sara Hertz.
3. **VOLUNTEER COMMITTEE & BOARD SEATS**

Consider appointments to several volunteer Committee & Board positions which expire at the end of the year, to include:

Civil Service Commission (6-year term) – 1 seat

- Donato Coppolella (incumbent)

Environmental Advisory Council (3-year term) – 2 seats

- Shelly Grinar-Boyd (incumbent)

Human Relations Commission (3-year term) – 2 seats

- Trelana Adams
- Katie Kirszenblat

Planning Commission (4-year term) – 3 seats

- Carol Ann DiPietro (incumbent)
- Al Comly (incumbent)
- Mary Spross
- John Oswald
- Samantha Webster

Vacancy Board (1-year term) – 1 seat

- Karen Polesir (incumbent)

Zoning Hearing Board (3-year term) – 2 seats

- Robert Foster
- Steve Ware

There are currently vacancies and no applicants for the following positions: Appeals Board (1 seat); CSC (1 alternate seat); EAC (1 seat); HRC (1 alternate seat); Zoning Hearing Board (3 alternate seats)

The following business will be discussed:

3. An executive session was held this evening for an employee hiring . A recommendation is requested.

RECOMMENDATIONS

FINANCE & PLANNING COMMITTEE

1. Authorization is requested that the November bills are paid in the amount of \$ **1,088,018.84**.
2. Consider adoption of Ordinance 1127 Fixing the Real Estate Tax Rate for the Year 2022.
3. A recommendation is requested to adopt Resolution 2021-17 appropriating specific sums estimated per the 2022 Budget.
4. Consider approval of the 3-year Compost Agreement with Barnside Farms Compost Facility and authorize the Borough Manager and Ambler's Northern Montgomery County Recycling Commission representative to execute the Agreement.

Salary & Personnel Committee

1. A recommendation is expected for the Maintenance position.
2. A recommendation to adopt Resolution 2021-16 recognizing the service of Nancy Deininger.
3. A recommendation to adopt Resolution 2021-15 recognizing the service of Sara Hertz.
4. Civil Service Commission (6-year term) – 1 seat
 - Donato Coppolella (incumbent)
- Environmental Advisory Council (3-year term) – 2 seats
 - Shelly Grinar-Boyd (incumbent)
- Human Relations Commission (3-year term) – 2 seats
 - Trelana Adams
 - Katie Kirszenblat
- Planning Commission (4-year term) – 3 seats
 - Carol Ann DiPietro (incumbent)
 - Al Comly (incumbent)
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