



BOROUGH OF AMBLER

COUNCIL MEETING AGENDA

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

April 16, 2024

7:00 p.m.

**Minutes for Consideration:
March 19, 2024**

COMMITTEE REPORTS:

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

Finance & Planning Committee

The Committee meeting was held on April 2, at 7:00pm; Committee Members: Haley Welch – Chair, Karen Sheedy, Lisa Auerbach , Elizabeth Iovine.

The Committee will consider the following recommendations.

1. That the March bills be paid in the amount of **\$837,874.92**.

BOROUGH OF AMBLER		
MARCH 2024		
PAYABLES PROCESSED AND RELEASED		
FUND NUMBER	FUND NAME	AMOUNT
1	GENERAL	177,436.24
2	STREET LIGHTS	7,261.97
3	FIRE	1,553.21
4	REFUSE	59,442.20
5	PARKS & RECREATION	963.54
6	WATER	298,195.20
8	SEWER	20,170.25
9	WWTP	270,814.00
35	LIQUID FUELS	2,038.31
30	WATER CAPITAL	-
TOTAL		837,874.92

2. Authorization is requested to advertise to hold a public hearing and possible adoption of an ordinance amending the Zoning Ordinance lighting criteria to the current IENA (Illuminating Engineering Society of North America) standards. The current Zoning Ordinance language reflects the 2008 IENA standards. Montgomery County Planning Commission and Borough Planning commission reviews (**attached**).

The following business will be discussed:

1. The Borough Engineer's report was received.
2. **Attached** is the Zoning Hearing Board notice for 27 W. Butler Avenue.
3. PennDOT is accepting bids for the Pickering Field Sidewalks for the portions of sidewalk along North Street and Highland Avenue with a let date of May 23, 2024 and anticipated notice to proceed date of August 19, 2024. This process is managed by PennDOT.

Recommendations:

1. Recommend that the March bills be paid in the amount of **\$837,874.92**.
2. Authorization is requested to advertise to hold a public hearing and possible adoption of an ordinance amending the Zoning Ordinance lighting criteria to the current IENA (Illuminating Engineering Society of North America) standards.

BOROUGH OF AMBLER, MONTGOMERY COUNTY, PA

ORDINANCE NUMBER ____

AN ORDINANCE OF THE BOROUGH OF AMBLER REPEALING THE EXISTING LANGUAGE IN CODIFIED ORDINANCE 27-412, "LIGHTING CRITERIA APPLICABLE TO ALL ZONING DISTRICTS" AND REPLACING IT WITH NEW LANGUAGE THAT ADDS NEW TECHNICAL DEFINITIONS, ILLUMINATION LIMITS, CUTOFF REQUIREMENTS FOR FLOODLIGHTS AND SPOTLIGHTS, LIMITS ON LIGHT SPILLAGE ONTO NEIGHBORING RESIDENCES, FIXTURE HEIGHT LIMITATIONS, FLAG ILLUMINATION, AND OTHER LIGHTING-RELATED REQUIREMENTS; CONTAINING SEVERANCE AND REPEALER CLAUSES; SETTING FORTH AN EFFECTIVE DATE

In order to keep the Borough lighting criteria current and responsive to citizen concerns and reflective of evolving trends in the area of lighting, Borough Council does hereby ORDAIN as follows:

1. The existing language at codified ordinance 27-412 is deleted in its entirety and replaced with the following language.

§27-412. Lighting Criteria Applicable to All Zoning Districts.

1. Purpose and Intent. The purpose of this Section is to regulate the placement, orientation, distribution patterns, and fixture types of exterior lighting. Furthermore it is the intent of this Section to:
 - A. Provide for and control lighting in outdoor public spaces where public health, safety, and welfare are potential concerns.
 - B. Protect drivers and pedestrians from the glare of non-vehicular light sources that shine into their eyes and thereby impair safe traverse.
 - C. Protect neighbors from nuisance glare and stray light from poorly aimed, placed, applied, maintained or shielded light sources.
 - D. Protect and retain the intended character of Ambler Borough.
 - E. Minimize or eliminate wasted and excessive outdoor lighting to promote energy efficiency and protect the environment.

2. Applicability.

- A. This Section applies to all uses where there is exterior lighting that creates a nuisance or hazard, including, but not limited to, residential, commercial, office, industrial, institutional, recreational, and institutional uses, and sign, architectural and landscape lighting.
- B. Temporary seasonal decorative lighting is exempt from all but the glare-control and lighting intensity requirements of this Section.
- C. Emergency lighting, as may be required by any public agency while engaged in the performance of its duties, is exempt from the requirements of this Section.
- D. Exterior lighting shall be required for safety and personal security for uses that operate during hours of darkness where there is a public assembly and traverse, including but not limited to the following uses: multifamily residential, commercial, office, industrial, public-recreational, and institutional.
- E. Borough Council may require that lighting be incorporated for other uses or locations, as it deems necessary.
- F. The glare-control requirements herein contained apply to lighting in all above-mentioned uses as well as, but not limited to, sign, architectural, landscape, and residential lighting.

3. Definitions. The following terms, when used in this Section, shall be defined as follows:

AUTOMATIC DAYLIGHT SHUTOFF — a photocell device that automatically prevents operation of a fixture during daylight hours.

Backlight Uplight Glare (B.U.G.) – An Illumination Engineering Society rating system of the light distribution of a luminaire.

DIRECT LIGHT — light emitted directly from the lamp, off of the reflector or reflector diffuser, or through the reflector or diffuser lens, of a luminaire.

ENERGY-STAR QUALIFIED LIGHTING — lighting which uses 1/3 the energy of traditional lighting, with bulbs lasting at least 10,000 hours. Energy-star qualified lighting is labeled as such by the federal government (U.S. EPA and Department of Energy).

EXTERIOR (OUTDOOR) LIGHTING — the nighttime illumination of an outside area or object by any man-made device located outdoors that produces light by any means.

FIXTURE — the assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror, and/or a refractor or lens.

FLOOD LIGHT — a bright, wide-angled light source.

FOOTCANDLE — a unit of light intensity stated in lumens per square foot and measurable with an illuminance meter, a.k.a. footcandle or light meter.

FULL CUTOFF — attribute of a lighting fixture from which no light is emitted at or above a horizontal plane drawn through the highest light-emitting portion of the luminaire and no more than 10% of the lamp's intensity is emitted at or above an angle 10° below that horizontal plane, at all lateral angles around the fixture. A full cutoff luminaire, by definition, is also fully shielded. Full cutoff fixtures all have a B.U.G. uplight rating of zero (0).

FULLY SHIELDED — attribute of a lighting fixture provided with internal and/or external shields and louvers to ensure that no light is emitted at or above a horizontal plane drawn through the lowest light-emitting portion of the luminaire.

GLARE — the sensation produced by lighting that causes an annoyance, discomfort, or loss in visual performance and visibility to the eye.

HEIGHT OF LUMINAIRE — the height of a luminaire shall be the vertical distance from the ground directly below the center line of the luminaire to the lowest direct-light-emitting part of the luminaire.

ILLUMINANCE — quantity of light on an area, measured in footcandles (1 footcandle = 1 lumen per square foot).

INDIRECT LIGHT — direct light that has been reflected or has scattered off of other surfaces.

LAMP — the component of a luminaire that produces the actual light.

LIGHT TRESPASS — the shining of light produced by a luminaire beyond the boundaries of the property on which it is located.

LUMEN — a unit of luminous flux. One footcandle is one lumen per square foot. For the purposes of this Section, the lumen-output values shall be the initial lumen output ratings of a lamp.

LUMINAIRE — a complete lighting system, including a lamp or lamps and a fixture.

MOUNTING HEIGHT — the height of a lighting fixture, measured from mean grade to the highest point of the fixture emitting light.

SECURITY LIGHTING — lighting intended to enhance the security of the premises. Security lighting is permitted to remain on between the hours of 11:00 p.m. and 6:00 a.m. even if on-site activities do not occur during that period.

SPOTLIGHT — any light fixture or lamp that incorporates a reflector or a refractor to concentrate light output into a directed beam in a particular direction.

STREETLIGHT — a lighting fixture, mounted on a pole, which provides light along a street. It shall consist of a pole, head, arm, lamp, photocell, mounting bracket and fixture.

TEMPORARY OUTDOOR LIGHTING — the specific illumination of an outside area or object by any man-made device located outdoors that produces light by any means for a period of less than seven days, with at least 180 days passing before being used again.

UNIFORMITY RATIO — the variation of illuminance over an area. For the purposes of this Section, the "uniformity ratio" will be calculated by comparing the average illuminance to the minimum illuminance.

4. Criteria

A. Illumination Levels.

(1) Lighting, where required by this Section, shall have intensities and uniformity ratios that comply with the table below.

Area or Land Use	Illuminance (footcandles)	Uniformity Ratio
Commercial and Nonresidential Roads	1.1 avg	6 avg/min
Local and Residential Roads	0.5 avg	6 avg/min
Sidewalk	0.5 avg	5 avg/min
Parking Lots and Drive Aisles	0.2 min	20 max/min
ATM/Transaction Areas	2 min	4 avg/min
Gas Station Canopy - No Ambient Lighting	4 avg	4 avg/min
Gas Station Canopy - High Ambient Lighting	15 max	2 max/min
Car Dealer and Outdoor Sales - Front Row	15 max	5 max/min
Car Dealer and Outdoor Sales - Other sale areas	10 max	5 max/min
Building Entrances	2 avg	5 avg/min
General Walkways and Bikeways	0.5 avg	5 avg/min
Stairs and Ramps	2 avg	5 avg/min

(2) Future amendments to said recommended practices shall become a part of this Section without further action of the Borough.

B. Lighting Fixture Design.

(1) Fixtures shall be of a type and design appropriate to the lighting application, and aesthetically acceptable to Borough Council based on the recommendation of the Planning Commission and Borough Engineer.

(2) For lighting predominantly horizontal surfaces such as, but not limited to, parking areas, roadways, vehicular and pedestrian passage areas, merchandising and storage areas, automotive-fuel dispensing facilities, automotive sales areas, loading docks, culs-de-sac, active and passive recreational areas, building entrances, sidewalks, bicycle and

pedestrian paths, and site entrances, fixtures shall be aimed straight down and shall be full cutoff and fully shielded.

- (a) Except as may be specified elsewhere in this ordinance, luminaires shall have an IES Backlight Uplight Glare (B.U.G.) uplight rating of zero (0).
 - (b) Except for those containing directional lamps, fixtures with an aggregate rated lamp output not exceeding 500 lumens, (e.g., the rated output of a standard non-directional 40-watt incandescent, 10-watt LED, or 10-watt compact fluorescent lamp) are exempt from the requirements of this sub-section.
- (3) For the lighting of predominantly non-horizontal surfaces such as, but not limited to, facades, landscaping, signs, fountains, displays and statuary, fixtures shall be fully shielded and shall be installed and aimed so as to not project their output into the windows of neighboring residences, adjacent uses, past the object being illuminated, skyward or onto a public roadway. Fixtures, except those containing directional lamps, with an aggregate rated lamp output not exceeding 500 lumens (e.g., the rated output of a standard non-directional 40-watt incandescent, 10-watt LED, or 10-watt compact fluorescent lamp) are exempt from the requirements of this paragraph.
- (4) Fixtures shall be equipped with or be capable of being back-fitted with light-directing devices such as shields, visors or hoods when necessary to redirect offending light distribution.
- (5) Streetlights in residential developments, when provided by a developer, shall conform with the specifications for luminaire, pole, connection, etc., as specified by §27-412.5. The developer shall also warrant all parts and associated labor for a period of 18 months.
- (6) Fixture height.
- (a) Any fixtures primarily designed to light pedestrian areas, such as sidewalks and pathways, shall be mounted at a maximum height of 15 feet above finished grade.
 - (b) All other fixtures shall be mounted at a maximum height of 20 feet above finished grade.

- (7) Illuminance Under Outdoor Canopies. All fixtures utilized beneath canopies shall be flush-mounted fixtures, recessed into the canopy itself. All lighting shall be accomplished utilizing flat-lens full cutoff style fixtures, aimed straight down. Canopies themselves shall not be illuminated. Outdoor canopies include, but are not limited to, fueling stations associated with convenience stores and service stations, financial establishments where a drive-through kiosk is proposed, and exterior canopies above store fronts in shopping centers.

C. Control of Nuisance and Disabling Glare

- (1) All outdoor lighting, whether or not required by this Section, on private, residential, commercial, industrial, municipal, recreational, or institutional property, shall be aimed, located, designed, fitted, shielded, and maintained so as not to present a hazard to drivers or pedestrians by impairing their ability to safely traverse and so as not to present a nuisance glare concern to neighboring properties.
- (2) New floodlights and spotlights shall be prohibited unless they meet full cutoff criteria. Existing directional fixtures such as floodlights and spotlights shall be aimed that they do not project their output into the windows of neighboring residences, adjacent uses, directly skyward or onto a roadway. Floodlights installed above grade on residential properties shall not be aimed out more than 45° from straight down. When a floodlight creates glare as viewed from an adjacent residential property or use, the floodlight shall be required to be re-aimed and/or fitted with a shielding device to block the direct view of the glare from that property.
- (3) Unless otherwise permitted by Borough Council, e.g., for safety or security, lighting shall be controlled by automatic switching devices, such as time clocks or combination motion detectors and photocells, to permit extinguishing offending sources between 11:00 p.m. and dawn to mitigate nuisance glare.
- (4) Where all-night safety or security lighting is to be provided, the lighting intensity levels shall not exceed 25% of the levels normally permitted by this Section for the use. All fixtures designated as non-

security fixtures shall be extinguished between the hours of 11:00 p.m. and 6:00 a.m., unless on-site activities persist during those hours.

(5) Vegetation screens shall not be employed to serve as the primary means for controlling glare. Rather, glare control shall be achieved primarily through the use of such means as cutoff fixtures, shields and baffles, and appropriate application of fixture mounting height, wattage, aiming angle and fixture placement.

(6) Projection onto adjacent uses.

- a. Intensity of illumination projected onto a neighboring residential property line shall not exceed 0.1 footcandles, measured at line-of-sight and from any point on the receiving residential property. This footcandle value shall not be use as a criterion for assessing glare control onto a neighboring property.
- b. Intensity of illumination projected onto a neighboring non-residential property line shall not exceed 0.5 footcandles, measured at line-of-sight and from any point on the receiving residential property. This footcandle value shall not be use as a criterion for assessing glare control onto a neighboring property.

(7) Illuminating flags and flagpoles.

- a. Only the United States and the state flag shall be permitted to be illuminated from dusk till dawn. All other flags shall not be illuminated past 11:00 p.m.
- b. The light source shall have a beam spread no greater than necessary to illuminate the flag and shall be adequately shielded.
- c. Maximum illumination for flags shall be the sum of the lumens for all light aimed at the flag. For a flagpole of ten feet or less, the maximum illumination shall be 1,400 lumens. For every additional ten feet or portion thereof, an additional 1,400 shall be permitted.
- d. Other regulations from this ordinance shall not apply to flag illumination.

D. Installation.

- (1) All electrical feed wiring and conduit shall be run below finished grade, as required by code.
 - (2) Lighting standards in parking areas shall be placed a minimum of five feet outside of curb, or mounted on a thirty-inch-high pedestal. Fixtures located in central areas of parking facilities shall be mounted on a thirty-inch-high concrete pedestal.
- E. Maintenance. Lighting fixtures and ancillary equipment shall be maintained so as to comply with this Section.
- F. Energy-Efficient Lighting. The Borough encourages energy conservation, cost savings, and environmental preservation through use of the following external lighting tools.
- (1) Energy Star qualified lamps.
 - (2) Automatic daylight shutoff switches to extinguish or dim lighting when there is ample natural (solar) lighting.
 - (3) Motion activated lighting which shuts off automatically.
5. Fixture Placement in Residential Developments.
- A. Streetlighting fixtures in residential developments shall be placed at the following locations:
- (1) At the intersection of public roads with entrance roads to the proposed development.
 - (2) Intersections involving proposed public or nonpublic primary distributor streets within the proposed development.
 - (3) At the apex of the curve of any primary distributor street, public or nonpublic, within the proposed development, having less than a three-hundred-foot minimum centerline radius.
 - (4) Cul-de-sac bulb radii.
 - (5) Terminal ends of center median islands having concrete-structure curbing, trees and/or other fixed objects not having breakaway design for speeds of 25 miles per hour or greater.
6. Post-Installation Inspection. The Borough reserves the right to conduct a post-installation nighttime inspection to verify compliance with the requirements of this Section, and if appropriate, to require remedial action at no expense to the Borough.
7. Compliance Monitoring.
- A. Safety Hazards.

- (1) If the Borough judges that a lighting installation creates a safety or personal-security hazard, the person(s) responsible for the lighting shall be notified and required to take remedial action.
- (2) If appropriate corrective action has not been effected within 30 days of notification, the Borough may levy a fine for as long as the hazard continues to exist.

B. Nuisance Glare and Inadequate Illumination Levels.

- (1) When the Borough judges that an installation produces unacceptable levels of nuisance glare, skyward light, excessive or insufficient illumination levels or otherwise varies from this Section, the Borough may cause notification of the person(s) responsible for the lighting and require appropriate remedial action.
- (2) If the infraction so warrants, the Borough may act to have the problem corrected as in §27-412.7A(2) above.

C. Nonconforming Lighting. Any lighting fixture or lighting installation existing on the effective date of this Section that does not conform with the requirements of this Section shall be considered as a lawful nonconformance. A nonconforming lighting fixture or lighting installation shall be made to conform with the requirements of this Section when:

- (1) The nonconformance is deemed to create a safety hazard.
- (2) It is replaced by another fixture or fixtures or abandoned or relocated.
- (3) There is a change in use.

2. This ordinance is effective on the earliest effective date set forth in the Pennsylvania Borough Code as it relates to ordinance adoption and effective dates.

3. Should a court of competent jurisdiction invalidate any portion of this ordinance, then to the extent possible such invalid portion shall be severed from the remainder, which shall continue in full force and effect.
4. Any existing ordinance that is inconsistent with the foregoing is, to the extent of such inconsistency, repealed.

SO ORDAINED this ____ day of _____, 2024.

Glynnis Siskind, Council President

Attest: _____
Mary Aversa, Borough Secretary

APPROVED: _____
Jeanne Sorg, Mayor

Zoning Notice

Notice is Hereby given that the Zoning Hearing Board of the Borough of Ambler will conduct a public hearing on May 2, 2024 at 6:30 pm prevailing time at the Ambler Borough Hall, 131 Rosemary Avenue, Ambler, Pa 19002.

At that time, the Zoning Hearing Board will hear testimony and accept evidence on the application of Cindy Jimenez and Manuel Jimenez (sublessee) for the real property located at 27 W. Butler Avenue, Ambler, PA 19002 parcel number 01-00-00532-00-7 (the “Tract”) located in a Commercial (C) district requesting a special exception pursuant to Section 27-1910.G to permit grading within the Floodplain Conservation District. The applicant further requests a special exception pursuant to the provisions of 27-1910.I to permit a fence within the Floodplain Conservation District.

All interested parties are invited to attend and participate in the hearing. Any individual with a disability wishing to attend the above scheduled hearing who requires an auxiliary aid, service or other special accommodations to participate in this hearing should contact the Borough at (215) 646-1000 as soon as possible to discuss how the Borough of Ambler can best provide assistance.

Public Safety Committee

The Committee meeting was held on April 2, at 7:00pm; Committee members: Amy Hughes – Chair, Jen Henderson, Nancy Roecker Coates and Lou Orehek.

The Committee will consider the following recommendations.

1. There will be a discussion at the Council meeting on a proposed Fire Department Study. A letter of intent is required to participate in the Pennsylvania Department of Community and Economic Development (DCED) study on behalf of Upper Gwynedd Township and Fire Department, Lower Gwynedd Township, North Wales Borough, North Penn Fire Company, Lower Gwynedd Township, Ambler Borough and the Wissahickon Fire Company to evaluate potential fire station locations and see if there is an interest in exploring regionalization of fire protection. (**attached**)
2. A request for street closing was received from Bob Devine of From the Boot. (**attached**)

The following business was discussed:

1. The Police Department report is **attached**.
2. The Community Ambulance report is **attached**.
3. The Fire Department report is **attached**.
4. The Public Works and the Code Enforcement reports were received.
5. The Solicitor and Staff are researching a program to support the Ambler Fire House Volunteers.
6. The Committee would like to discuss restrictions in place regarding oversized vehicles parking on streets.
7. The Committee would like to discuss vehicles parked against the flow of traffic.

Recommendations:

1. A recommendation is requested to sign the Letter of Intent to participate in the DCED Fire Department Study.
2. A request for street closing was received from Bob Devine of From the Boot.



Department of Community & Economic Development
Governor's Center for Local Government Services
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225
ph: 888-223-6837 | ra-dcedclgs@pa.gov

LETTER OF INTENT

This Letter of Intent is submitted to the Governor's Center for Local Government Services to request technical assistance. By submitting this request, the municipality agrees to cooperate with the Center.

The governing body must approve this request for assistance by motion prior to submission. No resolution is required.

Complete and return the form to your Policy Specialist or to our resource center at ra-dcedclgs@pa.gov. Center personnel will evaluate the request to determine the level of assistance. The contact person designated below will receive all future information regarding this request.

PLEASE COMPLETE THE FOLLOWING

Type of technical assistance being requested:

- | | |
|---|---|
| <input type="checkbox"/> Regional Police Consolidation | <input type="checkbox"/> Finance |
| <input type="checkbox"/> Police Management | <input type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> Fire & Emergency Services | <input type="checkbox"/> Administrative/Secretary |
| <input type="checkbox"/> Council of Governments/Intergovernmental Cooperation | <input type="checkbox"/> Home Rule |
| <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Boundary Change |
| <input type="checkbox"/> Uniform Construction Code | <input type="checkbox"/> Other _____ |

Are you currently a part of any intergovernmental agreement?

Yes No

If yes, describe briefly: _____

Description of Project: Upper Gwynedd Township, Lower Gwynedd Township, North Wales Borough and Ambler Borough would like to engage DCED for a fire services study of three FD's providing service to the residents of our communities. We would like the study to focus on the items attached to this letter of intent.

CHIEF ELECTED OFFICIAL (PRINT)

Municipality: _____ Federal ID#: _____

County: _____

Name: _____ Title: _____

Municipal Address: _____

Signature: _____ Date: _____

CONTACT PERSON

Name: _____ Title: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

SIGNATURE AND VERIFICATION

I hereby certify that the governing body, at a public meeting held on _____, has approved this Letter of Intent.

Attest (Secretary)

Date

Recommended Action: To authorize submission of a Letter of Intent to the Governor’s Center for Local Government Services in the PA Department of Community and Economic Development to conduct a fire service study on behalf of Ambler Borough, Lower Gwynedd Township, North Wales Borough, and Upper Gwynedd Township.

Background: In 2022, the Governor’s Center for Local Government Services in the Pennsylvania Department of Community and Economic Development (DCED) completed a study on behalf of Upper Gwynedd Township and Upper Gwynedd Fire Department evaluating potential fire station locations. In the study, DCED recommended that Upper Gwynedd communicate with neighboring municipalities to see if there is an interest in exploring regionalization of fire protection before investing in any fire station planning and construction related activity.

Upper Gwynedd did that, and found that there is, in fact, interest among neighboring municipalities, and the fire companies that serve them, in exploring the different forms and extent of collaboration that would optimize resources, reduce needless duplication, and streamline operations. Staff from the municipalities and representatives from the volunteer fire companies together recommend that the municipalities ask DCED to conduct a regional fire study.

Among the benefits of the DCED study is that there is no cost to the municipalities or fire companies and the local community reaps the benefits of DCED’s statewide experience. All of the municipalities must authorize submission of a Letter of Intent, which is scheduled for consideration over the next couple of weeks. If so authorized, Upper Gwynedd Township will submit the Letter of Intent.

MUNICIPALITIES

Ambler Borough
Lower Gwynedd Township
North Wales Borough
Upper Gwynedd Township

VOLUNTEER FIRE COMPANIES

North Penn Volunteer Fire Company
Upper Gwynedd Fire Department
Wissahickon Fire Company

Requested Scope of Study:

Our mission is to optimize resources by working together to maximize the efficiency and effectiveness of our fire protection services.

We are seeking a business analysis that will enable us to examine the duplication of services and purchase of essential apparatus to sustain fire protection across our communities. The analysis shall include:

1. Structure of Sustainable Solution; New Department/Regional Board, etc.
2. NFPA 1720 compliance with minimum staffing and response time standards for volunteer fire companies

3. Fair Share Analysis and help crafting new intergovernmental agreement.
4. Help crafting new solution financially. How do previously held financials get worked out? Relief funds, investments, etc.
5. Review of current stations and analysis for which stations would be utilized and if a new station would be required.
6. We are open to a wide net of solutions so long as the result is the reduction of duplication of efforts related to volunteerism, facilities, and vehicles.

Conclusion: Aging facilities, declining volunteerism, and dramatically increasing prices of fire trucks have forced leadership to look for new ways to provide fire services and reduce the duplication of efforts. The study conducted by DCED will encompass an analysis of current operational practices, infrastructure, facilities, equipment, and options for collaboration across the participating jurisdictions. The goal of the study is to provide the four municipalities with ideas and direction that would allow for a more collective approach to fire service, with potential shared resources, and a shared vision. The municipalities are looking for best practices and new innovative approaches to providing fire services in our communities that will stand the test of time, and the ever-changing world of the fire service.

Mary Aversa

From: info fromtheboot.com <info@fromtheboot.com>
Sent: Tuesday, March 19, 2024 2:27 PM
To: Mary Aversa
Subject: From The Boot & York Street

Hi Mary,

Could you please put us on the schedule for the committee meeting on April 2nd, 2024.

We would like an opportunity to discuss closing York street Friday, Saturday, and Sunday beginning at 4pm for the warmer months.

Our plan would be to get approval from our neighbors and use your barriers to close the street. The tables would be cleared from the front sidewalk on those days. We will break down and put away the furniture neatly every night and we will keep all sidewalks clear at all times. We will also plant flowers to make the area look nice.

We have an estimated 12 tables that we would use for seating.

Thank you,
Bob Devine
Owner
From The Boot Restaurant | 215.646.0123
www.fromtheboot.com
Instagram | @fromthebootambler
@legalized.marinara



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 – 2024

<u>Month</u>	<u>Calls in Borough</u>	<u>Total Calls for CAAA</u>
January	74	502
February	75	417
March	67	488
<u>YTD Totals</u>	216	1,407

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



Wissahickon Fire Company
Fire Chief Report
June 2023 (181 days)

Township	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	%
Ambler	17	17	8	17	18	18							95	35%
Conshohocken				1									1	0%
Horsham	3	1	1		1	1							7	3%
Lansdale		2											2	1%
Lower Gwynedd	18	17	20	20	24	22							121	44%
Montgomery		1	1	1	1	2							6	2%
North Wales				1									1	0%
Plymouth			1	2		2							5	2%
Springfield			2										2	1%
Upper Dublin	2	1		3	3	1							10	4%
Upper Merion			1										1	0%
Whitemarsh	1	3	1	1		2							8	3%
Whitpain	2	2	2	1	4	2							13	5%
TOTAL	43	44	37	47	51	50	0	0	0	0	0	0	272	100%

Type of Call	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	%
Accident Standby		2	4	1	1	1							9	3%
AFA Actual	8	8	5	12	8	9							50	18%
AFA False	10	12	7	5	6	15							55	20%
Appliance					1	1							2	1%
Assist EMS		1		2	1	1							5	2%
Assist Police					2								2	1%
Brush			1		6	1							8	3%
Building Investigation	2	2	2										6	2%
CO Detector		2		3	3	3							11	4%
Commercial Bldg	2	1	2	2	1	2							10	4%
Elevator Rescue		1		2	3	2							8	3%
Fast Team Assist	2			1	2	1							6	2%
Gas Odor Inside	2	4	3	5	2	2							18	7%
Gas Odor Outside	1	2		1	1	1							6	2%
High Angle Rescue			1										1	0%
LDH Strike Team			1										1	0%
Non Comm Bldg	4	3	3	4	2	3							19	7%
Officer Investigation	3	3	1		3	2							12	4%
Search			1										1	0%
Smoke in area	2			1		1							4	1%
Standby	1	1	1	1									4	1%
Traffic Unit assist	2	1	2	2	4	2							13	5%
Trash	1			1	1								3	1%
Vehicle Fire				1	2	1							4	1%
Vehicle Leaking fuel			1										1	0%
Vehicle Rescue		1	1	2	2								6	2%
Water Rescue													0	0%
Wires	3		1	1		2							7	3%
TOTAL	43	44	37	47	51	50	0	0	0	0	0	0	272	100%

Day of the week	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	%
Monday	9	2	5	8	9	10							43	16%
Tuesday	6	6	7	2	9	11							41	15%
Wednesday	10	7	3	8	12	3							43	16%
Thursday	2	8	4	5	3	10							32	12%
Friday	2	8	7	6	5	6							34	13%
Saturday	5	7	8	12	9	4							45	17%
Sunday	9	6	3	6	4	6							34	13%
TOTAL	43	44	37	47	51	50	0	0	0	0	0	0	272	100%



Wissahickon Fire Company
Fire Chief Report
June 2023 (181 days)

Attendance	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	%
Day Calls (M to F 6AM to 6PM)	19	23	15	21	26	31							135	50%
Attendance at Day Calls	254	291	158	221	288	374							1,586	
Average Day Calls	13.4	12.7	10.5	10.5	11.1	12.1	-	-	-	-	-	-	11.7	
Night & Weekend Calls	24	21	22	26	25	19							137	50%
Attendance at N & W Calls	327	316	294	325	306	210							1,778	
Average Night & Weekend	13.6	15.0	13.4	12.5	12.2	11.1	-	-	-	-	-	-	13.0	
Total Calls	43	44	37	47	51	50							272	100%
Total Attendance	581	607	452	546	594	584							3,364	
Average Total Calls	13.5	13.8	12.2	11.6	11.6	11.7							12.5	
Average Fire Attendance 7A	11.2	11.1	10.1	9.7	9.8	9.5							10.2	
Average Fire Attendance 7B	2.3	2.7	2.2	1.9	1.9	2.1							2.2	
Average Fire Attendance	13.5	13.8	12.2	11.6	11.6	11.7	-	-	-	-	-	-	12.4	
Total Drills	4	4	4	4	4	4							24	
Total Drill Attendance	138	135	117	114	114	104							722	
Average Drill Attendance	34.5	33.8	29.3	28.5	28.5	26.0							30.1	

January 2023 Training	Reorganization & Equipment Checks, Bloodborne Pathogens, First Aid & CPR recertification, Ambulance equipment review	345 FF hours In training
February 2023 Training	Hazmat Refresher for 2 nights, Basement Fires, Tour of Jansen Research Facility in Lower Gwynedd	337 FF hours In training
March 2023 Training	Turnpike Incident Management, Door prop & Equipment check, MSA new air pack review, MSA air pack training along with FF CPR	293 FF hours In training
April 2023 Training	MSA air pack training @ Main St. Passport system review, Forcible entry practice, LDH strike team review, Ventilation Prop @ Fire Academy	285 FF hours In training
May 2023 Training	Water evolutions with trainees, Engine Company Operations, Car fire Prop.	285 FF hours In training
June 2023 Training	Engine Company Operations, Hoarding Awareness, Mapbook knowledge, Water rescue review	260 FF hours in training
July 2023 Training		
August 2023 Training		
September 2023 Training		
October 2023 Training		
November 2023 Training		
December 2023 Training		

1805 Total training hours

Count of Alarm 2023								
Hour of Day	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0	3	1		1		1	1	7
1	3		1			1		5
2		1				1	1	3
3	1			3			2	6
4	1						1	2
5	1						2	3
6	1			2			1	4
7	2	1		1		2		6
8		3	4	2	2	2	3	16
9	3	5	3	1	4	1	2	19
10	1	4	3	4	1	3	4	20
11	1	1	5	4	3	2	2	18
12	1	3	1	3	3	4	1	16
13	2	2	3	3	3	2	2	17
14	2	1	2	3	3	1	3	15
15	1	2	2	3	5	2	3	18
16	1	3	3	3	3	2	4	19
17	2	2	3	1	1		3	12
18		2	1	3	1	4	1	12
19	2	2	3	2	2	2	2	15
20	2	3	6	1		1	5	18
21	2	3	1	1		1		8
22	2	1		2	1		2	8
23		3				2		5
Grand Total	34	43	41	43	32	34	45	272

AMBLER BOROUGH, MONTGOMERY COUNTY, PA

ORDINANCE NO. 1036

AN ORDINANCE OF THE BOROUGH OF AMBLER AMENDING SECTION 15-305 TO INCREASE THE MAXIMUM WEIGHT LIMIT FOR PARKED VEHICLES AND ADD DIMENSIONAL REQUIREMENTS; AMENDING SECTION 15-415 REGARDING THE PARKING OF COMMERCIAL VEHICLES

WHEREAS, section 15-305 of the Borough codified ordinances establishes the maximum weight for vehicles parked on Borough streets at seven thousand pounds, and

WHEREAS, the proliferation of larger vehicles nationwide leaves many personal use vehicles out of compliance with the ordinance while the intention of the ordinance was to limit commercial vehicles and not personal use vehicles, and

WHEREAS, the Borough Council wishes to modify the ordinance to allow for the modern reality of larger personal use vehicles while still keeping in place some reasonable regulation on the size and weight of vehicles parked in the Borough, and

WHEREAS, the existing limitation on commercial vehicles parking on Borough streets is difficult to enforce because of the present day overlap of personal and commercial use vehicles, and the same concerns can be addressed by imposing parking limitations that do not attempt to distinguish between personal and business activity,

NOW THEREFORE, the Borough Council does ORDAIN as follows:

1. **Section 15-305** is amended as follows. The title shall be amended to now read, "Maximum Gross Weight and Dimensional Limits Established for Parking Within the Borough". The existing language is deleted in its entirety and replaced with the following: "Except for emergency repairs, it shall be unlawful to park any vehicle with a gross weight in excess of 9,000 (nine thousand) pounds or above a class 3 (three) registration upon any of the highways, streets and alleys of the Borough of Ambler, and this includes overnight parking. Further, except for emergency repairs, it shall be unlawful to park any vehicle on a Borough street when the vehicle has dimensions exceeding 18 feet (eighteen feet) long by 8 (eight) feet wide, measured at the longest/widest points of the vehicle. In no case shall a vehicle of any width be parked on a street if it reduces the thru traffic lane to less than eleven (11) feet. In addition no vehicle shall be parked upon any street that creates a safety hazard, as determined by the Police Department. These requirements are in addition to, and not in lieu of, any other dimensional or other restrictions imposed upon parked vehicles, including any prohibition on the parking of trailers or mobile homes."

2. **Section 15-415** is amended as follows. The title shall remain but the remaining existing language is deleted in its entirety. The section shall now read as follows: "Commercial vehicles shall not be parked on any Borough street overnight, nor during the daytime except to the extent necessary to facilitate the business activity related to the nature of the vehicle, such as making a delivery or repair. For purposes of this section, a vehicle shall be considered a commercial vehicle if: it has a commercial license plate; it has more than two axles; is a tow truck; has a bed that tilts; is a vehicle, including pickup truck, that has been modified for a specific purpose, such as by adding specialized equipment or tanks (but excluding any manner of tool bin or other generally available dealer upgrade); has a bed laden with commercial tools or supplies, including loads of stone, lumber, topsoil, or mulch.

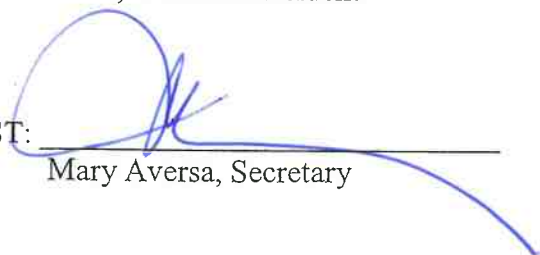
Effective upon adoption.

SO ORDAINED this 17th day of March, 2009.



Antonio Isabella, Council President

ATTEST:



Mary Aversa, Secretary

APPROVED:

Bud Wahl, Mayor

Public Utilities Committee

The Committee meeting was held on April 2, at 7:00pm; Committee Members: Karen Sheedy - Chair, Haley Welch , Amy Hughes and Lou Orehek.

The Committee will consider the recommendation.

1. Attached is a request to approve engineering services on the MIRIA-Well 4 PFAS Treatment Project. (**attached**)

The following business was discussed:

1. The WWTP Engineer's report was received
2. The 2024 MIRIA grant is being prepared, a Resolution will be presented at the May Committee meeting for approval.
3. The Water Department will begin system flushing. They will start in Ambler and then Upper Dublin. Locations will be posted on the Borough Website.

Recommendation:

1. Authorization to approve the Gannett Fleming engineering services agreement for the MIRIA-Well 4 PFAS Treatment Grant Project.

MILITARY INSTALLATION REMEDIATION AND INFRASTRUCTURE AUTHORITY
("MIRIA")

2023 MIRIA MUNICIPAL AND MUNICIPAL AUTHORITY GRANT APPLICATION

1. ELIGIBLE APPLICANTS: Act 101 of 2019 provides that the only eligible applicants to receive funding from MIRIA Tax Revenue Funds available under the Military Installation Remediation Program, are Municipalities or Municipal Authorities.

Applicant: Ambler Borough Water Company
Address: 131 Rosemary Avenue Ambler PA 19002
Primary Contact: Mary Aversa
Email: maversa@borough.ambler.pa.us
Phone: 215-646-1000 ext 106

2. AMOUNT REQUESTED AND PROPOSED USE OF GRANT FUNDS

A) Grant Request and Project Summary

1). Local Effort Contribution; \$ 784,000.
2). MIRIA Grant Request: \$ 3,525,000.
3). Total Projected Project Costs*; \$ 4,309,000.

4). Projected project completion timeframe: December 2024-January 2025

In an effort to ensure that MIRIA is able to distribute awards equitably, the amount requested, and the corresponding amount of local effort is subject to review and coordination with MIRIA.

*must equal or exceed the local effort contribution plus MIRIA grant requested.



OPINION OF PROBABLE PROJECT COST

Project Name: MIRIA PFAS PROJECTS
Client: Ambler Borough
Project Number: 23-04049
Date: May 10, 2023

I. Wells 2, 6 & 7 PFAS Treatment System

Item No.	Description	Quantity	Unit	Unit Cost	Total Amount
1	Contract No. 22-01: General/Mechanical Construction	1	LS	\$ 2,505,967.00	\$ 2,505,967.00
2	Contract No. 22-01E: Electrical/HVAC Construction	1	LS	\$ 216,887.00	\$ 216,887.00
3	Construction Management & Engineering	1	LS	\$ 130,000.00	\$ 130,000.00
4	PADEP PFAS Grant	1	LS	\$ (1,000,000.00)	\$ (1,000,000.00)
Project Total I:					\$ 1,852,854.00

II. Well 14 PFAS Treatment System

Item No.	Description	Quantity	Unit	Unit Cost	Total Amount
1	Additional Construction, Construction Management & Engineering	1	LS	\$ 600,000.00	\$ 600,000.00
Project Total II:					\$ 600,000.00

III. Well 4 PFAS Treatment System

Item No.	Description	Quantity	Unit	Unit Cost	Total Amount
1	Pilot testing	1	LS	\$ 25,000.00	\$ 25,000.00
2	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
3	E&S, Clearing, Tree Removal, Grading	1	LS	\$ 45,000.00	\$ 45,000.00
4	Site Work	1	LS	\$ 50,000.00	\$ 50,000.00
5	Concrete & Precast Vault	1	LS	\$ 115,000.00	\$ 115,000.00
6	New Building	1	LS	\$ 230,000.00	\$ 230,000.00
7	Manganese Treatment upstream of PFAS	1	LS	\$ 130,000.00	\$ 130,000.00
8	PFAS Treatment	1	LS	\$ 250,000.00	\$ 250,000.00
9	Backwash Tank	1	LS	\$ 90,000.00	\$ 90,000.00
10	Process Piping	1	LS	\$ 80,000.00	\$ 80,000.00
11	Yard Piping	1	LS	\$ 65,000.00	\$ 65,000.00
12	Sanitary Sewer	1	LS	\$ 55,000.00	\$ 55,000.00
13	Painting	1	LS	\$ 15,000.00	\$ 15,000.00
14	Paving	1	LS	\$ 25,000.00	\$ 25,000.00
15	Electrical	1	LS	\$ 160,000.00	\$ 160,000.00
16	HVAC	1	LS	\$ 25,000.00	\$ 25,000.00
Construction Subtotal:					\$ 1,385,000.00
					\$ 138,500.00
					\$ 277,000.00
Project Total III:					\$ 1,800,500.00

IV. Whitemarsh Treatment Plant - 2024 Carbon Changeout

Item No.	Description	Quantity	Unit	Unit Cost	Total Amount
1	Carbon removal, disposal and replacement	1	LS	\$ 40,000.00	\$ 40,000.00
Project Total IV:					\$ 40,000.00

**MASTER SERVICES AGREEMENT
WITH AMBLER BOROUGH WATER DEPARTMENT**

This Agreement is made between Ambler Borough Water Department (hereinafter referred to as "Client" or "Ambler"), and Gannett Fleming, Inc. (hereinafter referred to as "Engineer" or "Gannett Fleming"), this _____ day of _____, 2024.

1 SERVICES

- 1.1 Gannett Fleming shall perform Professional Services (the "Services") for Client on an as-needed basis as authorized by Client from time to time in written Service Authorizations in the form of Exhibit A, which Exhibit is attached hereto and made a part hereof. The specific scope, schedule and budget for each task, and execution plan for performance of the Services will be agreed upon at the time Client authorizes such Services from Gannett Fleming. Service Authorizations shall be consecutively numbered, commencing with Number 1, and shall be governed by the terms of this Agreement.
- 1.2 Gannett Fleming will perform the Services as expeditiously as is consistent with professional skill and care and orderly progress. The methodology described in each Service Authorization will be based on known existing conditions at the time of preparation and will constitute the best assessment by Gannett Fleming to describe the means to perform the Services. Should Gannett Fleming determine that, due to conditions unknown as the date of the Service Authorization, the proposed methods for providing the Services will not fulfill the requirements of the assignment, Gannett Fleming will advise the Client. The Client agrees to revise the Service Authorization in accordance with Section 1.8 of this Agreement.
- 1.3 Gannett Fleming agrees to perform its Services in compliance with applicable laws, regulations, and ordinances and other legally enforceable requirements in effect as of the date of each specific Service Authorization. Except as specifically provided in the Services Authorization hereunder, Gannett Fleming shall not be responsible for determining any law, regulation or ordinance with which Client must comply for approval or completion of Client's Project. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel.
- 1.4 Gannett Fleming shall maintain such permits, certifications, licenses, or other approvals and forms of documentation necessary for Gannett Fleming to comply with applicable legal requirements in performing the Services, and further agrees to furnish copies of the same to Client upon request.
- 1.5 When required, Gannett Fleming will provide employees who are properly trained/certified to comply with applicable state, federal, and local laws, rules or requirements, relating to safety, health or environmental issues.
- 1.6 Client agrees that Gannett Fleming may use the Services of subconsultants when appropriate and customary to do so if Gannett Fleming notifies the Client in advance. Such persons or entities include, but are not limited to, surveyors, specialized consultants, and testing laboratories.
- 1.7 Unless specified in the Services Authorization, Gannett Fleming and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous or toxic substances and all scopes and fee estimates are prepared on the basis that no hazardous or toxic substances are present at the site. In the event hazardous or toxic substances are subsequently discovered on a project site, the parties agree to review

and renegotiate the terms and conditions of the specific Services Authorization to protect the interests of each party.

- 1.8 Changes in the Services, including Services of subconsultants, to be provided under a Service Authorization shall be made if agreed to by the Client and Gannett Fleming or if required by circumstances or changes beyond Gannett Fleming's control, including changes in instructions or approved submissions, governing law or regulations or interpretations thereof, significant changes to the project (e.g. size, complexity, quality, schedule or budget), or failure to perform by others. Gannett Fleming agrees to notify the Client of such circumstances at the time and Client agrees to respond promptly if Client does not agree to such change. If Client determines that all or a part of such changes in Services are not required, Client shall so advise Gannett Fleming and Gannett Fleming shall have no obligation to provide those Services. Except for a change due to the fault of Gannett Fleming, changes in Services shall entitle Gannett Fleming to an adjustment in compensation in accordance with Section 2.
- 1.9 In the performance of services on behalf of Client, Gannett Fleming will not act as a municipal advisor to client with regard to recommendations related to municipal financial products or the issuance of municipal securities and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act of 1934, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act with respect to its services.
- 1.10 The parties acknowledge that the Gannett Fleming organization is registered to provide engineering services as Gannett Fleming, Inc.; Gannett Fleming Engineers and Architects, PC; Gannett Fleming Engineers, PC; and/or as Gannett Fleming of Michigan, Inc. in order to comply with various state licensing requirements. Additionally, Gannett Fleming Valuation and Rate Consultants, LLC is a registered municipal advisor. To provide services to the Client in compliance with federal and state licensing and registration requirements, Gannett Fleming may assign any duty or obligation related to performance under this Agreement to any of the entities named in this paragraph without providing notice or obtaining consent of the Client.

2 COMPENSATION

- 2.1 Gannett Fleming shall be paid for its Services in accordance with the terms of both this Section 2 and each Service Authorization issued hereunder. Gannett Fleming and Client shall mutually agree upon the method of compensation for each Service Authorization. The methods of compensation can be based on time and materials, a total cost of Services including labor, transportation, equipment, and other rates and fees, or a lump sum price. In the event of a change in the scope of Services under any Service Authorization, the parties shall negotiate an equitable adjustment to the price and/or schedule, and embody such adjustments in writing, as soon as practicable after such change.
- 2.2 Unless otherwise provided in the Service Authorization, in house expenses, including reproduction, printing, copying, transportation, computer and other direct costs will be invoiced at cost. Unless otherwise provided in the Service Authorization, outside expenses, such as suppliers and subconsultants, will be invoiced at cost plus ten (10%) percent to cover administrative expenses.
- 2.3 Unless otherwise specifically provided for in the Service Authorization, all scopes of work and fee schedules are prepared on the basis that no hazardous or toxic substances are present at the project site. In the event that hazardous or toxic substances are subsequently

discovered on a project site, the parties agree to review and renegotiate the terms and conditions of the specific Service Authorization to protect the interests of each party.

- 2.4 Except as provided in the Service Authorization, Gannett Fleming shall submit separate invoices for each Service Authorization, referencing: (1) the name of the project or site, (2) the relevant Service Authorization Number, (3) the nature of Services and any discreet tasks conducted as called for under the Service Authorization, and, (4) this Master Services Agreement. Invoices will be sent to:

Steve Smallberger, Water Superintendent
Ambler Borough Water Department
131 Rosemary Avenue
Ambler, PA 19002

- 2.5 Except as provided in a Service Authorization, Client will be billed approximately monthly for Services provided under each Service Authorization, commencing with the first month in which Services are performed hereunder, for Services completed during the month in question under each Service Authorization then in effect. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within thirty days of the date of the invoice. Otherwise, the invoice shall be considered correct and payable. For Service Authorizations in excess of one month, a final invoice will be submitted within sixty (60) days of Gannett Fleming's completion of the Services.

- 2.6 In the event of nonpayment of the account within thirty days after invoices are rendered, the Client further agrees to pay interest of 1% per month compounded from the date of the invoice on the unpaid balance until such account is paid in full. If the account remains delinquent for more than forty-five days thereafter, Gannett Fleming shall have the right to cease all further Services on the project by giving written notice thereof to Client.

3 STANDARD OF PERFORMANCE

- 3.1 In performing the Services under this Agreement, Gannett Fleming will use the degree of care and skill ordinarily exercised under similar circumstances by members of recognized firms performing Services of a similar nature and does not create a fiduciary obligation. Any problem relating to the Services provided herein should be brought to the attention of Gannett Fleming as soon as encountered and before any obligation is incurred. If reasonable under the circumstances, Gannett Fleming reserves the right to correct any errors, including, but not limited to, the selection of a subcontractor or subconsultant and the negotiation of fees.
- 3.2 Gannett Fleming relies on the approval by reviewing agencies of the drawings, Record Plats, Site Plans, Permits and Bond Agreements and other final submittals, etc., as evidence of compliance with all applicable ordinances, regulations and design standards. Gannett Fleming shall be held harmless from any change in interpretation after receipt of any approvals and/or the revocation of approvals for any reason.
- 3.3 In performing its work, Gannett Fleming shall be entitled to rely on the accuracy and completeness of work of third parties, the representations of and material provided by Client and public records and shall be under no obligation to verify any of the foregoing except when expressly provided in the Service Authorization.

- 3.4 Estimates of the cost of construction, financing, acquisition of land, rights-of-way and other costs shall be made in accordance with good engineering practice and procedure. However, Client acknowledges that Gannett Fleming has no control over construction costs, competitive bidding and market conditions, or costs of financing, acquisition of land or rights-of-way; and Gannett Fleming does not guarantee the accuracy of such cost estimates as compared to actual costs or contractor's bids.
- 3.5 Gannett Fleming shall use its professional technical judgment and resources available to assist Client in obtaining required permits. Nothing in this Agreement shall be construed as a guarantee that Gannett Fleming can cause a permit(s) or permit condition(s) to be granted or further Client's business goals. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel

4 INSURANCE

- 4.1 Gannett Fleming shall maintain the following types of insurance relating to this Agreement and Gannett Fleming's performance of the Services:
- 4.1.1 Workers' Compensation statutory coverage, and Voluntary Compensation coverage, to include Employer's Liability, with a limit of not less than \$500,000 per each occurrence;
- 4.1.2 Broad Form Commercial General Liability and Automobile Liability coverage, as approved by the Pennsylvania Insurance Department, with each kind of coverage providing a combined single limit of not less than \$1 million per each occurrence, to include the following coverages: Premises and Operations; Products and Completed Operations; Independent Contractors; Broad Form Contractual Liability; Broad Form Property Damage;
- 4.1.3 Owned, Non-owned and Hired Vehicles; and Bodily Injury, including but not limited to personal injury and death. The policy shall contain a severability of interest clause.
- 4.1.4 Professional Liability Insurance during the term of the project in an amount not less than \$1,000,000.
- 4.2 All policies of insurance shall be written by companies with a certificate of authority and a licensed agent authorized to transact the business of insurance in the state where the Services are being performed.
- 4.3 Gannett Fleming will, upon request, provide updated insurance certificates to Client upon renewal, expiration, or cancellation of any policy for which a certificate has been provided to Client at the time that this Master Agreement is executed.

5 OBLIGATIONS OF CLIENT

- 5.1 Client shall designate in writing a person with authority to act on Client's behalf on all matters concerning this Agreement. Client shall be responsible for coordination with consultants or work forces hired directly by Client and governmental agencies as warranted.
- 5.2 Client shall furnish all legal, accounting and insurance consulting services as may be necessary at any time for the Project, including auditing services and be responsible for the costs incident to fulfilling the requirements of this provision.
- 5.3 Client shall render all approvals and decisions as expeditiously as necessary for the orderly progress of Gannett Fleming's Services.

- 5.4 Client shall provide all criteria and full information as to Client's requirements in connection with this Agreement, including existing studies, reports, and other available data pertinent to this Agreement. Client also agrees to obtain or authorize Gannett Fleming to obtain or provide additional reports and data as required and furnish to Gannett Fleming Services of others required for the performance of Gannett Fleming's Services hereunder. Gannett Fleming shall be entitled to use and rely upon all such information and Services provided by Client or others in performing Gannett Fleming's Services under this Agreement.
- 5.5 Client shall arrange, announce, direct, and record notes of meetings not attended by Gannett Fleming, but related to this Agreement, including mailings and legal notices, as appropriate.
- 5.6 Client agrees to either pay directly or reimburse Gannett Fleming for any business or personal taxes imposed at the local, county or state level for Services provided by Gannett Fleming to Client. Such reimbursement shall not apply to income taxes imposed on Gannett Fleming or its employees.

6 ACCESS TO PROPERTY

- 6.1 Client shall arrange for access to property and obtain the necessary permissions for Gannett Fleming and/or their representatives to perform the Services under each Service Authorization, including mailings and legal notices, as appropriate.
- 6.2 While Gannett Fleming will take reasonable precautions to minimize damage to the property, it is understood that in the normal course of Services some damage may occur to surface features and landscaping, the correction of which shall be the responsibility of the Client. Gannett Fleming will be responsible for any other damage(s) arising out of the performance of any project, caused by its or its employee's negligence or willful misconduct.
- 6.3 When access to any plant, facility, structure, roadway, or other property is required by Gannett Fleming in the performance of the Services, Gannett Fleming shall execute all reasonable security forms, if any, furnished by Client or the facility. Gannett Fleming shall coordinate its schedule and activities on Client's property with Client's designated Project Manager.
- 6.4 Client agrees to advise Gannett Fleming of all plant rules, regulations and safety procedures established by Client or the owner of the facility or site for access to and activities in and around any facilities or site with which Gannett Fleming employees will comply.

7 TERM OF AGREEMENT

- 7.1 This Agreement shall remain in effect unless it is terminated pursuant to Section 8.
- 7.2 Each Service Authorization shall specify a target completion date for the Services there under. Gannett Fleming shall use its best efforts, subject to unforeseen delays, to complete the Services within the schedule set forth in the Service Authorization.

8 SUSPENSION/ TERMINATION

- 8.1 If the Services under a specific Service Authorization are suspended for more than thirty calendar days in the aggregate, Gannett Fleming shall be compensated for Services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting mobilization

and demobilization costs. Upon resumption, there shall be an equitable adjustment in the schedule based on the delay caused by the suspension.

8.2 Either party may, with or without cause, terminate this Agreement and/or the Services hereunder, including any or all Service Authorization(s), upon fifteen calendar days' written notice. If Client cancels this Agreement, the Services or a Service Authorization for its own convenience, Gannett Fleming shall be paid for all Services performed and costs incurred to the date of termination, all lost profits and lost revenue, and any applicable termination costs. Termination costs shall include, but not be limited to, the cost of terminating any contracts, leases or other obligations incurred by Gannett Fleming in connection with the performance of Services under this Agreement.

8.3 Force Majeure.

8.3.1 Neither party shall be in default of this Agreement or a Service Authorization to the extent that any delay or other failure to perform results from causes beyond the party's control such as, and without limitation, acts of God or the Government, acts of war, sabotage or terrorism, labor disputes, strikes, vandalism, fires, floods, and severe weather conditions. The party claiming Force Majeure shall notify the other party promptly of the occurrence of such event, followed by written notification within five business days of providing the original notice.

8.3.2 A period of Force Majeure, which persists for a continuous period of sixty or more calendar days, shall be sufficient grounds to terminate this Agreement for convenience.

9 DOCUMENTS

9.1 At the conclusion of the Services and at such other times as may be reasonably requested by Client, Gannett Fleming shall furnish to Client reports on the status and results of Services. Such reports shall be in the form, and cover the subject matters, specified in each Service Authorization.

9.2 All plans, drawings, survey notes and other original documents are instruments of service and shall remain the property of Gannett Fleming, however, a copy will be supplied to Client at its request and expense. Client agrees not to reuse such documents on any other project without Gannett Fleming's prior consent, and Client further agrees that any reuse of such drawings not related to the original project shall be at Client's own risk. Client shall defend and indemnify Gannett Fleming from and against all expenses and damages arising out of such reuse or misuse. The Client further agrees that in the event that the Professional Services of Gannett Fleming under a Service Authorization are terminated with or without cause, Gannett Fleming shall not be required to release its files or work product to the Client until such time as Gannett Fleming receives full payment for all Professional Services performed for the Client under the Service Authorization.

10 LIABILITY/ DISPUTES

10.1 Each party agrees to indemnify and hold the other party, and their respective affiliates, officers and employees harmless, from and against claims, suits, actions, and damages, including reasonable attorney's fees, to the extent caused by such parties' willful misconduct or negligent errors or omissions during the performance of this Agreement or any Service Authorization. This indemnification shall not be limited due to amount or type of damages, compensation or benefits payable under workers' compensation acts,

disability benefit acts or other employee benefit acts. In no event will either party be liable for consequential damages.

10.1.1 Client agrees that, to the fullest extent permitted by law, Gannett Fleming shall not be liable to the Client for any special, indirect, or consequential damages including, but not limited to, use of or loss of use of equipment or facilities, loss of profit or revenue, or cost of using alternative or replacement facilities.

10.1.2 Gannett Fleming's maximum liability for damages of any kind under any particular Service Authorization due to breach of contract or warranty, error, omission or professional negligence or any tort shall be limited to the total amount paid to Gannett Fleming under that specific Service Authorization or \$50,000, whichever is less. This limitation shall be deemed to be a part of the negotiated terms of the Agreement and may be increased upon the negotiation of the parties and the written agreement of Gannett Fleming.

10.2 Any claim, controversy, or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, shall upon the request of either party, be submitted to the senior officers of each party responsible for this Agreement. If the senior officers cannot come to a resolution or agreement, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties to resolve the dispute. Any suits brought under this Agreement or in any way arising out of this Agreement must be filed within one year from the time mediation was terminated unsuccessfully or from the time the cause of action arose (if no mediation is undertaken) or it shall be time barred. This Agreement shall be enforced in and governed by the laws of the State where the Project is located.

11 NOTICES

11.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by certified mail-return receipt requested, or by express courier (UPS, Federal Express and the like). Such notice shall be deemed sufficiently given if addressed to Client or Gannett Fleming at the address below, as the case may be, and shall be deemed to have been given when personally delivered, when mailed in the U.S. Mail postage prepaid, or when delivered to the express courier prepaid, as the case may be. Either party may by thirty days prior notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Client or Gannett Fleming hereunder shall be concurrently transmitted to such party or parties at additional addresses as Client or Gannett Fleming may from time to time hereafter designate by notice to the other. Notices shall be addressed to the Client and Gannett Fleming as follows:

Steve Smallberger, Water Superintendent
Ambler Borough Water Department
131 Rosemary Avenue
Ambler, PA 19002

R. Scott Hughes, P.E. Vice President
Gannett Fleming, Inc.
1010 Adams Avenue
Audubon, PA 19403

12 MISCELLANEOUS

- 12.1 Any and all Services performed by Gannett Fleming under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Gannett Fleming toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, of any of them. Except as provided below, neither party shall have the right to assign any rights under this Agreement without the prior written permission of the other party, except as needed for compliance with state licensing and registration requirements, as identified in Section 1.10. Gannett Fleming will, at mutually agreed upon rates, provide assistance to and on behalf of Client, in the form of technical information, analysis and expert witnesses in claims and/or litigation in connection with this Agreement, including any claims or litigation brought by the Client against third parties or brought against the Client by third parties.
- 12.2 Gannett Fleming will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency is created by this Agreement or by Gannett Fleming's performance of the Services. Neither party shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever. Subject to the terms and conditions of this Contract and Service Authorizations issued hereunder, each party shall exercise its own discretion to select the means to be employed and the manner to be followed in carrying out its obligations hereunder.
- 12.3 The parties hereby covenant and agree that during the term and for a period of one year after the termination of this Agreement, or any extensions or renewals thereof, neither party will directly or indirectly solicit, employ, hire, or retain any employees of the other party or its affiliates without such parties' prior written consent. This paragraph shall not restrict in any way the right of either party to solicit generally in the media for required personnel, nor does it restrict a party's employees from pursuing employment opportunities with the other party on their own initiative.
- 12.4 Under no circumstance shall any employee, stockholder, officer, or agent of Gannett Fleming have any individual liability to the Client under this Agreement. Notwithstanding the aforesaid, in the event any judgment is entered against any such individual, Client shall look exclusively to the assets of Gannett Fleming for satisfaction of said judgment.
- 12.5 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.
- 12.6 This Master Service Agreement, any attached Exhibits as noted, and any Service Authorizations issued hereunder, constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings whether written or oral. No other representations or understandings of any kind have been made.



IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement in duplicate by signature of their respective duly authorized representatives as of the date set forth above.


GANNETT FLEMING, INC.	CLIENT
By 	By
Name: R. Scott Hughes, P.E.	Name: Mary Aversa
Title: Vice President	Title: Borough Manager
Date: March 26, 2024	Date:

EXHIBIT A EXAMPLE
SERVICE AUTHORIZATION

SERVICE AUTHORIZATION NO. UNDER
MASTER SERVICES AGREEMENT DATED

Client hereby authorizes Gannett Fleming, Inc. to perform the following Services:

1. Scope of Services to be Performed:

2. Dates of Service:

3. Location for Performance of Services:

The subject project is located at _____

4. Compensation and Payment:

Payment will be based on (specify as applicable):

- a. A lump sum of \$____ (dollars);
- b. An hourly rate of \$____, plus direct expenses;
- c. A unit cost of \$____ / _____ (unit);
- d. Actual labor rates times a multiplier of _____, plus direct expenses.
- e. Other:

5. Total payment will not exceed _____ (\$____), unless otherwise agreed to in writing by the parties.

6. Project Manager(s) for Gannett Fleming is/are:

7. Special Terms:

Accepted:

GANNETT FLEMING, INC.	CLIENT
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT B

CONSTRUCTION SERVICES OF ENGINEER

When a Service Authorization requires Gannett Fleming to perform the duties of Construction Services Engineer for the Project and to assist and advise Client on matters relating to the construction of the Project, the responsibility and authority of Gannett Fleming in fulfilling these Services will be as follows:

- 1 Gannett Fleming shall consult with and advise Client and act as Client's representative as generally provided for in the Construction Documents for the Project except as otherwise provided for in this Agreement. All of Client's instructions to Contractor(s) will be issued through Gannett Fleming who will have authority to act on behalf of Client to the extent provided in said Construction Documents except as otherwise provided herein.
- 2 In connection with observations of the work of Contractor(s) while it is in progress:
 - 2.1 Gannett Fleming shall make visits to the site at intervals appropriate to the various stages of construction as Gannett Fleming deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. Gannett Fleming shall attend meetings with the Contractor(s) such as progress meetings, job conferences, and other Project related meetings and prepare and circulate copies of minutes thereof. In addition, Gannett Fleming shall provide the Services of a Resident Project Representative and other qualified staff at the site to assist Gannett Fleming and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, Gannett Fleming shall endeavor to determine in general if such work is proceeding in accordance with the Construction Documents and Gannett Fleming shall keep Client informed of the progress of the work.
 - 2.2 The Resident Project Representative and the other qualified staff will be Gannett Fleming's employees and under Gannett Fleming's supervision. ***When and as required, the duties and responsibilities of the Resident Project Representative and the Resident Project Representative's field staff will be set forth in the Construction Quality Assurance (CQA) Plan.***
 - 2.3 The purpose of Gannett Fleming's visits to and representation by the Resident Project Representative at the site will be to enable Gannett Fleming to better carry out the duties and responsibilities assigned to and undertaken by Gannett Fleming during construction of the Project, and, in addition, by exercise of Gannett Fleming's efforts as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Construction Documents and that the integrity of the design concept as reflected in the Construction Documents has been implemented and preserved by Contractor(s). On the other hand, Gannett Fleming shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Gannett Fleming can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Construction Documents.

- 3 During such visits and on the basis of such observations, Gannett Fleming may disapprove of or reject Contractor(s)' work while it is in progress if Gannett Fleming believes that such work will not produce a completed Project that conforms generally to the Construction Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Construction Documents.
- 4 Gannett Fleming shall issue necessary interpretations and clarifications of the Construction Documents and in connection therewith prepare work directive changes and change orders as required for Client approval.
- 5 Gannett Fleming shall review and advise Contractor(s) as to approval of (or other appropriate action in respect of) shop drawings, samples, and other data that the Contractor(s) submits in accordance with the requirements of the Construction Documents but only for conformance with the design concept of the Project and compliance with the information given in the Construction Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 6 Gannett Fleming shall advise the Client as to the acceptability of substitute material and equipment proposed by Contractor(s). Following concurrence of Client, Gannett Fleming shall advise the Contractor(s) as to the acceptability of such substitute material and equipment.
- 7 If during the construction of the Project, Gannett Fleming believes that technical data contained in the Construction Documents is inaccurate or that any physical condition uncovered or revealed at the site differs materially from that indicated, reflected, or referred to in the Construction Documents, Gannett Fleming shall promptly notify Client. Client will promptly review the pertinent conditions and advise Gannett Fleming of its decision to provide the basis for issuing a Work Directive Change or a Change Order.
- 8 Gannett Fleming shall have authority, as Client's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Construction Documents but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Construction Document(s).
- 9 Gannett Fleming shall act as initial interpreter of the requirements of the Construction Documents and judge of the acceptability of the work there under and make decisions on all claims of Client and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Construction Documents pertaining to the execution and progress of the work. The Client shall decide any questions that may arise as to the fulfillment of the provisions of the construction contract for the Project.
- 10 Based on Gannett Fleming's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - 10.1 Gannett Fleming shall determine the amounts owed to Contractor(s) and recommend in writing to the Client payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Client, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Gannett Fleming's knowledge, information and belief, the quality of such work is generally in accordance with the Construction Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Documents and to any other qualifications

stated in the recommendation). In the case of unit price work, Gannett Fleming's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Construction Documents).

- 10.2 By recommending any payment Gannett Fleming will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Gannett Fleming to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to Gannett Fleming in the Agreement and the Construction Documents. Gannett Fleming's review of Contractor(s)' work for the purposes of recommending payments will not impose on Gannett Fleming responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Gannett Fleming to make any examination to ascertain how or for what purposes any Contractor(s) has (have) used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor(s) that might affect the amount that should be paid.
- 11 Gannett Fleming shall receive and review maintenance and operation instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Construction Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Construction Documents); and shall transmit them to Client with written comments.
- 12 Gannett Fleming shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that Gannett Fleming may recommend, in writing, final payment to Contractor(s) and may give written notice to Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 10.2.
- 13 If specifically included in the scope of a Service Authorization, Gannett Fleming shall prepare a set of reproducible record prints of construction drawings showing those changes made during the construction process, based on the marked up prints, drawings and other data furnished by Contractor(s) to Gannett Fleming and which Gannett Fleming considers significant.
- 14 Gannett Fleming shall not be responsible for the acts or submissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Gannett Fleming's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in this Article shall be construed to release Gannett Fleming from liability for failure to properly perform duties and responsibilities required by Gannett Fleming in this Agreement.

Accepted:

GANNETT FLEMING, INC.	CLIENT
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



WELL 4 PFAS TREATMENT PROJECT, DESIGN AND PERMITTING SERVICES

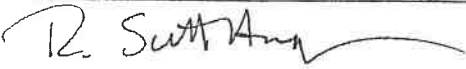
SERVICE AUTHORIZATION NO. 01

UNDER MASTER SERVICES AGREEMENT DATED _____, 2024

Client hereby authorizes Gannett Fleming, Inc. to perform the following Services:

1. Scope of Services to be Performed: See Attached Scope of Work Document
2. Dates of Service: March 30, 2024 through Advertisement of Project
3. Location for Performance of Services: Project Site – Well 4
4. Compensation and Payment: Payment on a Cost Plus Billing Basis and Based on Labor Rates from Current (2024) Rate Schedule (Attached), Plus Direct Expenses
5. Budget: Total Effort and Payment Cannot Be Determined with Exactness; Ambler Should Budget Approximately \$300,000 for Project Engineering Services
6. Project Manager for Gannett Fleming: David M. Hughes, P.E., Principal Project Manager
7. Special Terms: None Currently Identified
8. Project Financing: The Project is Being Funded in Part By a MIRIA Grant

Accepted:

GANNETT FLEMING, INC.	CLIENT
By: 	By:
Name: R. Scott Hughes, P.E.	Name: Mary Aversa
Title: Vice President	Title: Borough Manager
Date: March 26, 2024	Date:



Ambler Well 4 PFAS Treatment Project

Scope of Work (Design and Permitting Services):

1. Engineering design services to include the following disciplines: Civil, Process, Hydraulic, Geotechnical, Structural, Architectural, Mechanical, Electrical, and Instrumentation/Process Control/SCADA.
2. Develop bid documents, plans, and specifications required for construction.
3. Evaluate existing water quality data, including but not limited to: TDS, Mn, Fe, and PFOS/PFOA.
4. Evaluate pre-treatment alternatives for TDS, Mn, Fe, and Hardness.
5. Evaluate existing hydrogeologic reports, well boring log, well operating reports, etc.
6. Evaluate conversion of gas chlorine to sodium hypochlorite feed.
7. Evaluate Chlorine contact time and existing contact tank.
8. Evaluate existing well pump and identify new pumping requirements after treatment addition.
9. Perform site survey to establish property boundaries and topographic elevations.
10. Perform deed review & research of any existing easements, restrictions, rights of way, etc.
11. Conduct Geotechnical investigation including borings, design recommendations, and final report.
12. Develop a Basis of Design Report.
13. Permitting services and approvals to include:
 - a) PA DEP Public Water Supply Permit,
 - b) Ambler Borough Zoning & Land Development approvals (if required),
 - c) Montgomery County Conservation District (NPDES and E&SC) approvals if required,
 - d) Supporting Wetlands / Waterways / PNDI investigations, and
 - e) Evaluation of FEMA maps, floodplain, floodway to avoid impacts.
14. Investigate PECO electrical service and coordinate a service upgrade application (if needed).
15. Prepare conceptual and final construction cost estimates.
16. Develop a Project Schedule in Gantt format for the overall design & construction phases.
17. Assist with advertisement of the Project.

We will also assist Ambler during subsequent bid/award, construction, and start-up phases of the Project. The exact scope of services for these future phases will be established at or near the conclusion of the design/permitting phase.



Service Assumptions:

1. Basic building and site security devices, monitoring, and communications.
2. No emergency generator.
3. No hazardous materials (i.e., asbestos, lead paint, etc.) are present at the site.
4. PA DEP pilot testing of PFAS removal technology is not required.
5. SCADA communications upgrades (satellite, cellular, fiber, etc.), if required, will be coordinated with Ambler and its Integrator.
6. Building permit application and fees will be by the Contractor.
7. Operations & Maintenance Manual will be by the Contractor.
8. If desired, preparation of a Standard Operating Procedures (SOP) Manual for the new facility will be included as part of construction phase services.



Valley Forge Corporate Center
 1010 Adams Avenue
 Audubon, PA 19403
 P 610.783.3788 | F 610.650.8190

gannettfleming.com

GANNETT FLEMING, INC.

**2024 RATE SCHEDULE FOR
 BOROUGH OF AMBLER**

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
PRINCIPAL	\$175.00
SR. PROJECT MANAGER	\$165.00
SR. ENGINEER	\$160.00
PROJECT MANAGER	\$155.00
DISCIPLINE MANAGER	\$150.00
PROJECT ENGINEER	\$140.00
ENVIRONMENTAL SCIENTIST/SURVEYOR	\$130.00
SR. ENGINEERING TECHNICIAN	\$125.00
PROJECT DESIGNER	\$120.00
CADD TECHNICIAN	\$110.00
CONSTRUCTION OBSERVER	\$100.00
ADMINISTRATIVE	\$ 90.00
SPECIALTY SERVICES (IF NEEDED)	TBD
EXPENSES	
DIRECT PROJECT EXPENSES	BILLED AT COST

Parks and Recreation Committee

The Committee meeting was held on April 2, at 7:00pm; Committee Members: Jen Henderson - Chair, Haley Welch, Lisa Auerbach and Nancy Roecker-Coates.

The Committee will consider the following recommendations.

1. An Ordinance permitting Dogs in Ricciardi Park was advertised for adoption, a recommendation is requested.
2. The **attached** Resolution 2024-5 is requested in support of planning grant dollars from the Delaware Valley Regional Planning Commission (DVRPC); for trail access and safety improvements along the Green Ribbon Trail. A match will be required if approved in the amount of 4k.

The following business was discussed:

1. The details of the No Mow May program for 2024 are posted on the website.

Recommendations:

1. A recommendation is requested to adopt Ordinance 1138 permitting dogs in Ricciardi Park.
2. A request was received to adopt Resolution 2024-5 in support of a grant from the Delaware Valley Regional Planning Commission (DVRPC); for trail access and safety improvements along the Green Ribbon Trail.

THE BOROUGH OF AMBLER, MONTGOMERY COUNTY, PA

ORDINANCE NUMBER 1138

AN ORDINANCE OF THE BOROUGH OF AMBLER AMENDING CODIFIED ORDINANCE 16-102 TO ALLOW DOGS IN RICCIARDI PARK; LEAVING THE REMAINDER OF THE ORDINANCE IN FULL FORCE AND EFFECT; INCLUDING REPEALER AND SEVERANCE CLAUSES; SETTING FOR AN EFFECTIVE DATE

As the result of a successful and positive pilot program to examine whether dogs could safely and responsibly be brought to Ricciardi Park, the Borough Council of the Borough of Ambler does hereby ORDAIN as follows:

1. Ordinance 116-102, at subparagraph "K" is amended as follows:

The existing language, "Pet Animals, including but not limited to dogs, cats and horses, shall not be permitted", is deleted entirely and replaced with the following:

"Leashed dogs are permitted in Ricciardi and Ambler Borough Parks (dogs in Ambler Borough Park already authorized pursuant to ordinance 1091), although not within one hundred feet of installed playground equipment. Otherwise, pet animals, including but not limited to dogs, cats and horses, are not permitted in Borough parks."

2. Any existing Borough ordinance that is inconsistent with this ordinance is, to the extent of such inconsistency, repealed.
3. Should a court of competent jurisdiction invalidate any portion of this ordinance, then to the extent possible such invalid portion shall be severed from the remainder, which shall continue in full force and effect.
4. This ordinance is effective on the earliest date provided for in section 3301.3 of the Pennsylvania Borough Code.

SO ORDAINED this 16th day of April, 2024.

Glynnis Siskind, President of Borough Council

Attest: _____
Mary Aversa, Borough Secretary

Approved: _____
Jeanne Sorg, Mayor

**AMBLER BOROUGH
RESOLUTION NO. 2024-5**

WHEREAS, Ambler Borough supports the request for planning grant dollars from the Delaware Valley Regional Planning Commission (DVRPC); and

WHEREAS, Ambler Borough fully understands that DVRPC will provide project management and oversight of the planning grant, if chosen for funding; and

WHEREAS, Ambler Borough fully understands the application requirements including county coordination and attachments; and

WHEREAS, Ambler Borough fully understands that DVRPC will provide project management and oversight for the grant and advise on the qualifications-based procurement process, if required; and

WHEREAS, Ambler Borough fully understands that DVRPC will contract directly with a consultant chosen through a fair and open procurement process on behalf of the project sponsor; and

WHEREAS, that the Ambler Borough Council hereby authorizes to jointly submit an application to DVRPC for a TCDI planning grant.

NOW, THEREFORE, BE IT RESOLVED, that Ambler Borough agrees to, if selected for the TCDI grant, to take all necessary action to complete the project associated with the grant agreement within the 24-month timeframe, and submit the final deliverable to DVRPC; and

BE IT FURTHER RESOLVED, that Ambler Borough agrees to work with Upper Dublin Township to provide all documentation and records that may be required by DVRPC to ensure proper allocation of costs and resources.

BE IT FURTHER RESOLVED, that Ambler Borough agrees to support Upper Dublin Township to provide proof of adoption or acceptance of the final deliverable by the governing body through a resolution that must be submitted no later than December 31, 2026 to DVRPC.

RESOLVED, this 12th day of March, 2024.

ATTEST:

Ambler Borough

Mary Aversa
Borough Manager

Glynnis Siskind,
President

March 22, 2024

RE: Authorization for a Letter of Support for *Green Ribbon Trail Safety & Access Improvement Plan* Application

Dear Grant Agency,

We are writing to express our support for Upper Dublin Township's application for funding the *Green Ribbon Trail Safety & Access Improvement Plan* through your grant program.

Over the years, we have supported the Green Ribbon Trail and the protection of the open spaces that made it possible. The 12+ mile Green Ribbon Trail, a regional destination and vital local connector trail for our residents, passes through or connects to each of our municipalities, and benefits the health of our communities in a variety of ways – from creating access to nature and preserving wildlife habitat to ensuring the protection and the health of the Wissahickon Creek to providing an alternative to driving to a variety of places of interest, commercial centers, and public transportation stations. The Green Ribbon Trail will soon connect to Philadelphia's Forbidden Drive, which will be an important extension of this already popular trail.

The proposed grant project is a multi-municipal collaborative effort to develop preliminary plans for improving safety and access at 6 crossings where the Green Ribbon Trail bisects roadways. The plan will also address increasing public knowledge of the trail with roadway signage. The goal is to ensure that all trail users have a safe, enjoyable experience while also promoting awareness of the trail. Creating a preliminary plan for each crossing will provide a significant starting point to improving a regional asset that our residents, and the larger trail community, can utilize.

We are all very supportive of this work, as we know it will benefit our individual and collective communities and help make a well-loved, well-used trail more accessible, safer, and better connected to the entire region.

Sincerely,

Mary Aversa

Mary Aversa
Borough Manager
Ambler Borough

Mimi Gleason

Mimi Gleason
Township Manager
Lower Gwynedd Township

Christine A. Hart

Christine A. Hart
Borough Manager
North Wales Borough

Kurt Ferguson

Kurt Ferguson
Township Manager
Upper Dublin Township

Sandra Brookley Zadell

Sandra Brookley Zadell
Township Manager
Upper Gwynedd Township

Craig McAnally

Craig McAnally
Township Manager
Whitmarsh Township

David Mrochko

David Mrochko
Assistant Township Manager
Whitpain Township

Borough Of Ambler

131 ROSEMARY AVENUE
AMBLER, PENNSYLVANIA 19002-4476

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



February 3, 2024

PA DCNR
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17105

Dear Grant Agency:

Please accept this letter as formal notice that the Ambler Borough Council is working to commit up to \$4,000 to be used as a cash match for the development of the *Green Ribbon Trail Access & Safety Improvement Plan*. This project is being submitted for consideration to receive funds through the PA DCNR C2P2 grant program which requires a 50% cash match. \$35,000 is being requested from PA DCNR. The Borough is working to secure the match and its project partners have sufficient funds to match this request.

If you have questions about the grant proposal or the process, feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary Aversa", with a long horizontal line extending to the right.

Mary Aversa,
Borough Manager

Salary & Personnel Committee

The Committee meeting was held on April 2, at 7:00pm; Committee Members: Lisa Auerbach – Chair, Jen Henderson, Karen Sheedy and Elizabeth Iovine.

The Committee will consider the following recommendation.

1. Executive sessions were held on 4/8 and 4/14 for personnel matters. Recommendations may be forthcoming.

The following business was discussed:

1. Resumes are being accepted for the Highway Superintendant position.
2. The current Committee Vacancies are as follows:

Zoning Hering Board 1- Seat (Alternate)
Civil Service -1 Seat (Alternate)
Appeals Board - 1Seat

Approved at the Committee Meeting:

1. A recommendation to approve the hiring of David Eldridge for the vacant mechanic position. (9-Aye)
2. A recommendation to approve the hiring of Joseph Ottaviano for the Assistant Water Superintendant. (9-Aye)

Recommendations:

1. Executive sessions were held on 4/8 and 4/14 for personnel matters. Recommendations may be forthcoming.