



# TOWNSHIP OF ABINGTON

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## PUBLIC AFFAIRS COMMITTEE

*John Spiegelman, Chair  
Tom Bowman, Vice-Chair  
Lori Schreiber  
Jimmy DiPlacido  
Peggy Myers*

### A G E N D A

**May 2, 2018**

**7:00 P.M.**

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1. CALL TO ORDER
2. CONSIDER APPROVAL OF MINUTES
  - a. Motion to approve the minutes of the April 4, 2018 Public Affairs Committee Meeting.
3. PRESENTATION
4. UNFINISHED BUSINESS
5. NEW BUSINESS

*a. PUBLIC AFFAIRS COMMISSIONER JOHN SPIEGELMAN, CHAIR*

- |                     |   |
|---------------------|---|
| <b>PA-01-051018</b> | Consider a motion to support the (TTF) Tookany /Takony-Frankford Watershed Partnership project and offer an in-kind contribution of \$20,000.00.  |
| <b>PA-02-051018</b> | Consider a motion to approve submitting a letter of intent to apply for 2019 Tree Vitalize grant in the amount of \$16,000.00. \$8,000.00 from Tree Vitalize and \$8,000.00 from Township (cash/in-kind). Our Letter of Intent (LoI) was submitted on May 1st (deadline). This in no means commits us to accepting or applying for the grant. |
| <b>PA-03-051018</b> | Motion to adopt Ordinance No. 2154 adopting a certain intermunicipal agreement for the purchase of pool chemicals and supplies among numerous municipalities and authorizing the Township Manager to execute said intermunicipal agreement.   |
| <b>PA-04-051018</b> | Consider a motion to adopt Ordinance # 2156, amending Chapter 126 - "Real Estate Registry - Vacant Properties," at Section 126-4 - "Registration Statement and Fees; Local Agent," Subsection D - "Waiver of Registration Fee."   |
| <b>PA-05-051018</b> | Consider a motion to approve a memorandum of understanding between the Pennsylvania Human Relations Commission (hereinafter "PHRC") and Abington Township Human Relations Commission (hereinafter "ATHRC").<br><i>Joanne Kleiner, Member HRC</i>  |
| <b>PA-06-051018</b> | Consider Appointments to Specific Boards, Commissions and Committees.   |

6. PUBLIC COMMENT
7. ADJOURNMENT



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

4-24-18

DATE

Engineering and Code

DEPARTMENT

PA-01-051018

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Department of Community and Economic Development Grant for Alverthorpe Park Green Stormwater Infrastructure Features (TTF) Tookany/Tacony-Frankford Watershed Partnership

**EXECUTIVE SUMMARY:**

The Tookany /Tacony-Frankford Watershed Partnership is applying for a Targeted Watershed Implementation grant for installation of green stormwater infrastructure features at Alverthorpe Park. The proposal for this phase of implementation includes installation of three rain gardens, a 525 1 bioswale, and a 20011 linear bioretention feature along the perimeter of the parking lot.

**PREVIOUS BOARD ACTIONS:**

N/A

**RECOMMENDED BOARD ACTION:**

Motion to support the (TTF) Tookany /Takony-Frankford Watershed Partnership project and offer an in-kind contribution of \$20,000.00.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PA-01-051018

DATE INTRODUCED: April 18, 2018

FISCAL IMPACT AMOUNT:

FUND: Capital Funds (Stormwater)

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

Abington Township to support the (TTF) Tookany/Tacony-Frankford Watershed Partnership project and to offer an in-kind contribution of \$20,000.00.

### ANALYSIS

## **A. Project Priority:**

The Tookany/Tacony-Frankford Watershed Partnership is applying for a Targeted Watershed Implementation grant for installation of green stormwater infrastructure features at Alverthorpe Park. The proposal for this phase of implementation includes installation of three rain gardens, a 525' bioswale, and a 200' linear bioretention feature along the perimeter of the parking lot.

Alverthorpe Park is a 116 acre municipally owned park consisting of athletic fields, a golf course, tennis courts, and multiple large parking lots. The Jenkintown Creek passes through the park where it is impounded in the 5 acre Alverthorpe Lake. The drainage area to this point in the watershed is approximately 192 acres. Primary land uses of the contributing drainage area is approximately 47% urban/suburban landscape and 25% forested area.

In Abington Township, high levels of urbanization and poor stream bank stability deeply influence the watershed. Some sections of the creek have been redirected through storm sewers and replaced with impervious surfaces. The result of these changes to the landscape increases the volume of stormwater runoff and non-point source pollution impacting the watershed.

As illustrated on the enclosed Jenkintown Creek watershed map, the headwaters of the Jenkintown Creek begins on the Abington Friends property and flows towards the lake at Alverthorpe Park. The East Branch of the Jenkintown Creek begins upslope from Fox Chase Road and continues through Alverthorpe Park towards the Sisters of Saint Basil's and McKinley Elementary School. This tributary is then enclosed in the stormsystem for 2,000 ft. before it discharges to the main stem of the Jenkintown Creek.

There is evidence of a large goose population throughout Alverthorpe Park. For the past ten years, Abington Township has regularly attempted to manage the population through the Pennsylvania Department of Agriculture's recommended control methods. These goose populations in close proximity to the lake are concerning for water quality in the watershed. Their fecal matter is carried by runoff to the waterways and contributes to increased phosphorous levels and decreased oxygen levels.

For Alverthorpe Park, the implementation strategy is to first reduce volume and velocity of runoff through installation of green stormwater infrastructure practices to better manage the contributing drainage areas. In a later phase, we are proposing restoration to the stream corridor.

## **B. Watershed and Plan Context:**

The Jenkintown Creek is a 1178 acre watershed with 3.75 miles of streams. TTF is working with multiple landowners to identify project opportunities and provide technical support towards implementation.



The Abington Township Open Space Plan identifies headwaters of streams as particularly sensitive from an environmental perspective and advises that the sources of streams, whether they be fed from surface runoff or springs, receive attention with regard to conservation. The plan states that chemical, biological, or thermal impacts at the headwaters affect the quality of the entire stream.<sup>1</sup> This plan recommends establishing guidelines for vegetated drainage/infiltration swales on properties and along roadways as an alternative to storm sewers. This project will provide water quality improvements consistent with this recommendation to protect headwater streams. The Abington Township Open Space plan identifies Alverthorpe Park as one of the Township's vulnerable resources and recognizes it as a first priority for conservation.

Alverthorpe Park sits just 750' downstream on the Jenkintown Creek from the Abington Friends property. The position of the park in the watershed as well as the lake and the Jenkintown Creek's multiple tributaries on the site provides tremendous opportunity for measurable water quality improvements at the Park.

The proposed 525' bio-swale and series of rain gardens is located just 1000' upstream from the project at the Sisters of Saint Basil.

In determining the priorities for implementation, TTF visited the site with representatives of the Temple University Center for Sustainable Communities, and the Pennsylvania Environmental Council. Within the 116 acre park, the Cluster team members quickly identified a long list of priorities for implementation of restoration and water quality improvements. The strategy for Alverthorpe Park is to first reduce the volume of stormwater and pollutant loads impacting the watershed. Opportunities exist throughout the site to capture and reduce the volume of runoff flowing to the Jenkintown Creek. We have identified priority areas which appear will have the greatest results for installing green stormwater infrastructure. We prioritized the locations based on land use in the contributing drainage area, proximity to the Creek, and ability to maximize the capture of stormwater runoff.

A future phase of implementation at Alverthorpe Park would be to address the need for floodplain restoration and bank protection along the streambanks and lake embankment. High velocity stormwater flows have caused erosion and scouring. Efforts would be made to stabilize and reinforce these areas to minimize future damage and sediment loads contributing to the watershed. As part of the stabilization efforts, we would include bioengineering techniques that utilize native vegetation.

### **C. Objectives:**

The objective at Alverthorpe Park is to install new green stormwater infrastructure features to reduce runoff velocity, promote groundwater recharge to replenish base flows, and improve the water quality in the Jenkintown Creek.

### **Jenkintown Road Storm System Intercept (Feature 3a)**

The first rain garden location, as identified on the included aerial as 3a, is located down slope of a 36,000 sq. ft. impervious lot. The opportunity exists to capture the runoff from the stockpile storage lot. Runoff from this area currently sheet flows towards the lake. In addition to capturing the sheet flow from the storage lot, there is opportunity to intercept the storm system that conveys runoff from Jenkintown Road and the surrounding residential community. We are estimating the ability to intercept a drainage area of 16 acres which is currently conveyed through the storm system and directly discharged to the creek. The proposal for this location would be to provide an 8,500 sq. ft. rain garden to capture and manage the surface flow from the contributing drainage areas.

Installation of this rain garden would require removal of a few trees which have been identified as primarily Hickory and Black Walnut. Multiple trees in the immediate vicinity of this location are in poor health, or have already collapsed causing uplifting of the soil surrounding the tree roots. Tree clearing would be minimized to the greatest extent possible. Overflow from the rain garden would be conveyed back into the existing storm system.

### **Parking lot Capture (Feature 4)**

The parking lot, identified as area 4 on the aerial photograph is approximately 38,000 sq. ft. in size and drains towards Forrest Ave. There are no curbs and during storm events, runoff from the parking lot sheet flows towards a storm inlet at the front of the park. Areas of accelerated erosion are evident where runoff flows off the parking lot.

The proposal is to capture the parking lot runoff in a 200' linear vegetated bioretention area with a subsurface stone trench wrapped in geotextile fabric. The bioretention feature would be 6' wide and 4'-6" deep. The lower 2' will be the subsurface stone trench, followed by 1'-6" of soil amendments and 1' of surface storage. The overflow will discharge to the existing storm inlet in the vicinity of Forrest Ave.

The vegetated bioretention area would be planted with deeper rooted native vegetation. The vegetation will include low maintenance grasses, flowering perennials, or shrubs. This is a high visibility area near the park entrance that would provide storage and filtration of the parking lot runoff, as well as serving as an educational opportunity for the park's many users. We intend to host a volunteer event for planting of this feature to engage the community in the project.

### **Bioswales and rain gardens at Athletic Field (Feature 5)**

The next project feature is identified as 5 on the included aerial mapping. The capture area includes both athletic fields and impervious lots/paths which are conveyed in an existing 525' swale to a single discharge location at the creek. We are proposing a bioswale and a series of 2 small rain gardens located at 1) the mid-point of the swale and 2) at the outfall to the woodland. The bioswale will be a total length of 525' with two rain

gardens approximately 1,000 and 1250 sq. ft in size. Following construction, the bioswale and rain gardens will be planted by volunteers with native herbaceous plants and shrubs. The native vegetation will further promote groundwater recharge and slow and filter the stormwater before discharging to the Creek.

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i. Abington Township Open Space, Recreation and Environmental Resource Protection Plan, June 2006, pg. 14

## **Jenkintown Creek Restoration Project: Alverthorpe Park**

Abington Township, Montgomery County

### **Site Description:**

Alverthorpe Park is a 121.6 acre Municipally owned park. The Jenkintown Creek passes through the park where it is impounded at the 5 acre man-made Alverthorpe Lake. The Abington Township Open Space plan identifies Alverthorpe Park as one of the Township's vulnerable resources and recognizes it as a first priority for conservation.

### **Project Opportunities**

The approach for Alverthorpe Park is to first reduce the stormwater impacts. Opportunities exist throughout the site to capture and better manage runoff. We have identified priority areas which appear to have the greatest potential for installation of green stormwater infrastructure.

The second phase of implementation at Alverthorpe Park would be to address the need for restoration and bank protection along the streambanks and lake. High velocity stormwater flows have caused erosion and scouring. Efforts would be made to stabilize and reinforce these areas to minimize future damage and soil loss.

1. Floodplain improvements and streambank restoration (Phase 2)
2. Bank revetment along lake (Phase 2)
3. Rain gardens to provide stormwater storage of surface flows.
4. Perimeter bioretention areas to capture parking lot runoff.
5. Infiltration trench with vegetated swale



Photo: Aerial view of Alverthorpe Park





Photo: Looking upstream towards lake.



Photo: Looking downstream towards discharge from lake.

## 1. Floodplain improvements & Streambank stabilization (Phase 2)

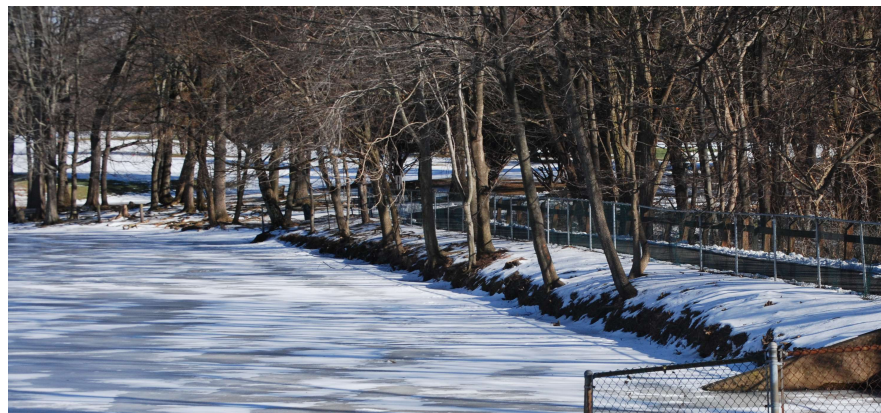


Photo: Looking upstream from Alverthorpe lake.

Upstream from the lake, opportunities exist for creation of floodplain wetlands, stream restoration, and riparian plantings. The drainage area to this point is approximately 192 acres. Primary land use of the contributing drainage area is approximately 47% urban landscape and 25% forested area. Defined floodplain areas exist where there are opportunities to create constructed wetlands or restore existing wetlands to improve filtration capabilities and provide stormwater storage. A wetland delineation would be conducted to determine extent of existing wetlands. This area is accessible from the loop path through the park.

## 2. Bank revetment (Phase 2)

Erosion is occurring along the embankment of the lake. There is evidence of soil loss and exposed tree roots. We intend to evaluate opportunities and determine the most effective solution for stabilizing and sustaining the lower embankment of the lake.





### 3. Rain Gardens

There are two locations proposed for rain gardens. The first location, identified as 3a, on the aerial above is located down slope of a 36,000 sq. ft impervious lot. The opportunity exists to capture the runoff from the parking/material storage lot. Runoff from this area currently sheet flows towards the lake. The proposal for this location would be to provide a rain garden to capture and manage the surface flow from the contributing drainage areas.

Installation of this stormwater control measure would require removal of a few trees, however multiple trees in the immediate vicinity of this location have collapsed and caused uplifting of the soil surrounding the tree roots. Tree clearing would be minimized to the greatest extent possible.



Photo: Parking lot and stockpile storage areas are included in the contributing drainage area to the rain garden.



Photo: Evidence of downed trees in the vicinity of proposed rain garden 3a.

The second location is identified as 3b on the aerial above. The capture area includes a primarily turf landscape which is directly conveyed in channels to a single discharge location. An up slope vegetated swale could be installed to capture and convey a larger drainage area to the rain garden.

The rain gardens would be designed to manage the first inch of runoff by providing extended detention and filtration prior to discharging. Preliminary site investigations will be performed to determine capability of this location to infiltrate as well as depth to groundwater.

Following construction of the rain gardens, they will be planted with native herbaceous plants and shrubs. The native vegetation will further promote groundwater recharge and filter the stormwater before discharging to the Creek.





Photos: (left) Conveyance channels from the upslope landscape converge at this location before discharging towards Forrest Ave. Approximate location of rain garden identified with blue outline. (right) Standing at Forrest Ave and looking upslope towards proposed rain garden location.

#### 4. Parking lot Bioretention

The parking lot is approximately 38,000 sq. ft in size and drains towards Forrest Ave. There are no curbs and during storm events runoff from the parking lot sheet flows towards the front of the park. The proposal would be to capture the road runoff in a vegetated bioretention area with a subsurface stone trench. The overflow would discharge to the existing area of conveyance shown in the photo. The vegetated bioretention area would be planted with deeper rooted native vegetation. The vegetation could include options such as low maintenance grasses, flowering perennials, or shrubs. This is a high visibility area near the park entrance that would provide storage and filtration of the parking lot runoff, as well as an educational opportunity for the park's users.



Photos: (left) Parking lot is pitched towards Forrest Ave. (right) Drainage is conveyed through an eroded channel.



## 5. Infiltration trench with bioretention

The existing swale, identified as 5 on the aerial above, could be modified to provide subsurface stormwater storage capacity. Infiltration testing would be performed to determine capabilities of soils to infiltrate. Subsurface stone trenches would be installed below swale to provide storage and to promote groundwater recharge. Bioretention features installed midway and at the edge of woodland would provide opportunity for volume reductions and pollutant removal. Low maintenance native grasses would be installed in the swales to complement current land use. The native grasses are deeper rooted than conventional turf grass and will assist with slowing and filtering the runoff.



Photo: Location of proposed infiltration trench.

Quantity	Unit cost	Grant request	Match
<b>Rain Garden 3a (8250 sq. ft x 3.5'd)</b>			
20,7625 cf excavation	1.25/cf	\$25,782.00	
stand pipe/outlet	LS	\$3,000.00	
soil amendments 300yds	20	\$6,000.00	
fine grade and seeding	LS	\$1,800.00	
tree removal 8 trees			
15" HDPE Pipe 40'	25	\$1,000.00	
2 Endwalls	425	\$850.00	
E&S	LS	\$600.00	
<b>Total</b>		<b>\$39,032.00</b>	

<b>Landscaping of GSI features)</b>			
107 trees	50	\$2,500.00	\$2,500.00
255 shrubs	30	\$5,000.00	\$2,650.00
herbaceous plugs - 90 flats	75	\$6,750.00	
fence posts X 125	5		\$625.00
tree fence x 15 rolls	300	\$2,000.00	\$2,500.00
<b>Total</b>		<b>\$16,250.00</b>	<b>\$8,275.00</b>

<b>Rain Garden 3b (5000 sq. ft x 2.5' d)</b>			
12,500 cf excavation	1.25/cf	\$15,625.00	
stand pipe/outlet	LS	\$3,000.00	
soil amendments 200 yds	20	\$4,000.00	
3 lb native rain garden seed	46/lb	\$138.00	
E&S	LS	\$450.00	
<b>Total</b>		<b>\$22,763.00</b>	

<b>Parking lot bioretention 350' x 12' x 2.5' d = 9000 cf)</b>			
9000 cf excavation	1.25/cf		\$11,250.00
5 lbs native grass seed	39		\$195.00
Curlex blanket 5 rolls	50		\$350.00
soil amendments 240 yds	20		\$4,800.00
silt fence 350'	5/ft		\$1,750.00
geotextile and piping	LS		\$5,500.00
drainage stone, engineered soils and mattings	LS		\$14,710.00
fine grade and seed	LS		\$1,800.00
<b>Total</b>			<b>\$40,355.00</b>

<b>Ballfield Perimeter Bio-swale</b>			
Excavation of 525' x 6' x .6", plus two basin areas (75'x50' & 20' x 50') 11,075 CF	LS	\$7,760.00	
Soil modifications & mattings	LS	\$21,090.00	
Boulders/Stone slabs - furnished and installed	60 tons	\$22,500.00	
fine grading and seeding	LS	\$2,800.00	
		<b>\$54,150.00</b>	

<b>Services</b>			
Site prep, clearing & grubbing, & maintenance			
Geotech & soil tests		\$6,000.00	
Surveying		\$4,000.00	
Signage		\$750.00	\$250.00
Bid documents & coordination			
Engineering costs		\$22,000.00	
Project management (time and travel)		\$10,000.00	
soil/debris removal and disposal – onsite disposal to offset cost of removal			
TTF Staff time 100 hrs (planning & billing)	33.75		\$3,375.00
volunteer installation – plugs, trees/shrubs (200 hrs)	24.14		\$4,828.00
<b>Total</b>		<b>\$42,750.00</b>	<b>\$13,103.00</b>
<b>Project total</b>		<b>\$174,945.00</b>	<b>\$61,733.00</b>



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

4-24-18

*DATE*

Parks & Recreation

*DEPARTMENT*

PA-02-051018

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

2019 Tree Vitalize Grant

**EXECUTIVE SUMMARY:**

Acquire trees to plant along identified areas within the Township to increase the canopy and add to the tree inventory of the Township. Keeping the total amount at \$16,000 keeps the required match to a minimum (\$8,000).

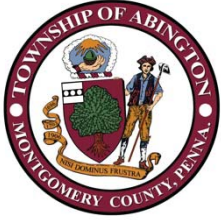
This grant will help with the planting of various trees in the Huntington Valley area of the Township. Planting these trees will fit in with our Tree City goals. Through the Shade Tree Commission, Township, and EAC trees will be planted in an area that is devoid of substantial tree and shade coverage.

**PREVIOUS BOARD ACTIONS:**

None

**RECOMMENDED BOARD ACTION:**

Approve submitting a letter of intent to apply for 2019 Tree Vitalize grant in the amount of \$16,000.00. \$8,000.00 from Tree Vitalize and \$8,000.00 from Township (cash/in-kind). our Letter of Intent (LoI) was submitted on May 1st (deadline). this in no means commits us to accepting or applying for the grant.



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

4-24-18

*DATE*

Parks & Recreation

*DEPARTMENT*

PA-03-051018

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Intergovernmental Pool Chemical Consortium Agreement

**EXECUTIVE SUMMARY:**

Entering into this agreement with other municipalities we will be saving money on the purchase of required pool chemicals. The consortium has been purchasing as a group for many years and we have an opportunity to join and receive bulk rates.

**PREVIOUS BOARD ACTIONS:**

Motion to advertise Ordinance No. 2154 adopting a certain intermunicipal agreement for the purchase of pool chemicals and supplies among numerous municipalities.

**RECOMMENDED BOARD ACTION:**

Motion to adopt Ordinance No. 2154 adopting a certain intermunicipal agreement for the purchase of pool chemicals and supplies among numerous municipalities and authorizing the Township Manager to execute said intermunicipal agreement.

**TOWNSHIP OF ABINGTON  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2154**

**AN ORDINANCE OF THE TOWNSHIP OF ABINGTON, MONTGOMERY  
COUNTY, ADOPTING A CERTAIN INTERMUNICIPAL AGREEMENT FOR THE  
PURCHASE OF POOL CHEMICALS AND SUPPLIES AMONG NUMEROUS  
MUNICIPALITIES**

**NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED** by the Board of Commissioners of Abington Township as follows:

**Section 1.** Abington Township hereby adopts and directs appropriate township personnel to execute on its behalf a certain Inter-municipal Agreement regarding the purchase of pool chemicals and pool supplies by Hatfield Township, Upper Gwynedd Township, North Wales Borough, Borough of Perkasio, Towamencin Township, Harleysville Community Center, the Nor Gwyn Pool Commission and Abington Township for the pools maintained and operated by each respective body. Said chemicals and supplies shall be purchased by Hatfield Township, Upper Gwynedd Township, North Wales Borough, Borough of Perkasio, Towamencin Township, Harleysville Community Center, the Nor Gwyn Pool Commission and Abington Township from the successful bidder for the supply thereof pursuant to bid documents prepared by Hatfield Township for the purchase thereof. The term of the agreement shall be for a period of one (1) year and for subsequent one (1) year terms unless terminated by any party at least thirty (30) days prior to the end of the then current term.

**Section 2.** **Effective Date.** This Ordinance shall become effective five (5) days after its enactment.

**Section 3.** **Severability.** In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining provisions of this Ordinance.

**Section 4. Repealer.** All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

**ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

Attest:

\_\_\_\_\_  
Richard J. Manfredi, Secretary

By: \_\_\_\_\_  
Wayne C. Luker, President



**INTERGOVERNMENTAL AGREEMENT REGARDING JOINT PURCHASE OF  
POOL SUPPLIES**

Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between Hatfield Township and Abington Township.

WHEREAS, Abington Township operates and maintains certain swimming pools known as the Crestmont Pool, located at 2595 Rubicam Ave, Willow Grove, and the Penbryn Pool located at 200 Houston Avenue, Glenside; and

WHEREAS, the operation and maintenance of said pool requires the periodic purchase of pool chemicals and supplies; and

WHEREAS, Hatfield Township also operates and maintains a swimming pool known as the Hatfield Aquatic Center located at 2500 Chestnut Street, Hatfield, Pennsylvania; and

WHEREAS, Hatfield Township purchases pool chemicals and supplies for its swimming pool and those other swimming pools operated and maintained by members of the Bucks/Mont Aquatic Consortium; and

WHEREAS, it is desirable for Abington Township to participate in the purchasing program administered by Hatfield Township for its pool chemical and pool supplies needs in that considerable cost savings can be achieved thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. Abington Township hereby agrees to participate in the purchasing program administered by Hatfield Township for the Bucks/Mont Aquatic Consortium regarding the purchase of pool chemicals and supplies, and in connection therewith agrees to supply Hatfield Township in a timely fashion an estimate of their pool chemical and pool supplies needs for

inclusion by Hatfield Township in its bid documents associated with the purchase of said chemicals and supplies by Hatfield Township and the Bucks/Mont Aquatic Consortium.

2. Hatfield Township, upon timely receipt of said pool chemical and pool supplies requirements from Abington Township, agrees to include said quantities in its bid documents to be provided to prospective bidders for the supply of pool chemicals and pool supplies to Hatfield Township and the Bucks/Mont Aquatic Consortium.

3. Abington Township shall thereafter submit to the successful bidder orders as needed for pool chemicals and pool supplies which shall be supplied to them directly by the successful bidder at the prices specified in the successful bid.

4. The term of this agreement shall be for a period of one (1) year from the date hereof. Notwithstanding the foregoing, this agreement shall continue for further terms of one (1) year unless any party hereto gives to the other party notice of termination thereof at least thirty (30) days prior to the end of the then current term.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

ATTEST:

ABINGTON TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

HATFIELD TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

4-24-18

DATE

Administration

DEPARTMENT

PA-04-051018

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Real Estate Registry - Vacant Properties - Ordinance 2156

**EXECUTIVE SUMMARY:**

Commissioner Schreiber has requested consideration of an amendment to the vacant property ordinance as she has concerns that not requiring an appraisal, allows vacant property owners to represent that they are marketing their property at fair market value to avoid be charged the required fees, and possibly never fill the vacancy. Currently, the ordinance provides for a one-time waiver of fees, and that is only an available option for the first 6 months after property becomes vacant. After the 6-month mark, registration fees will be imposed.

In order to assure that the owner of a vacant property is in fact marketing their property at fair market value, Commissioner Schreiber is recommending the Township institute a fair market value test in the "actively selling, renting, marketing" section of the ordinance.

**PREVIOUS BOARD ACTIONS:**

**RECOMMENDED BOARD ACTION:**

Motion to adopt Ordinance # 2156, amending Chapter 126 - "Real Estate Registry - Vacant Properties," at Section 126-4 - "Registration Statement and Fees; Local Agent," Subsection D - "Waiver of Registration Fee."

**TOWNSHIP OF ABINGTON,  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2156**

**AN ORDINANCE AMENDING CHAPTER 126 – “REAL ESTATE REGISTRY – VACANT  
PROPERTIES,”  
AT SECTION 126-4 – “REGISTRATION STATEMENT AND FEES; LOCAL AGENT,”  
SUBSECTION D – “WAIVER OF REGISTRATION FEE”**

**WHEREAS**, the Township of Abington is a Township of the First Class, duly organized and existing pursuant to the applicable laws of the Commonwealth of Pennsylvania; and

**WHEREAS**, pursuant to section 1502.44 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56544, the Board of Commissioners has the authority to enact and amend provisions of the Abington Township Code (“Code”) at any time it deems necessary for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof; and

**WHEREAS**, pursuant to section 1502.10 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56510, the Board of Commissioners has the authority to take all needful means for securing the safety of persons or property within the Township; and

**WHEREAS**, the Board of Commissioners of the Township of Abington has determined that Chapter 126 – “Real Estate Registry – Vacant Properties,” should be amended at Section 126-4 – “Registration Statement and Fees; Local Agent,” Subsection D – “Waiver of Registration Fee,” for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof.

**NOW, THEREFORE**, be it and it is hereby resolved as follows:

1. The Board of Commissioners of the Township of Abington hereby amends Chapter 126, “Real Estate Registry – Vacant Properties,” at Section 126-4, “Registration Statement and Fees; Local Agent,” Subsection D – “Waiver of Registration Fee,” which shall read as follows, with the underlined text indicating the revised portions of the code:

D. Waiver of Registration Fee

1. Upon written application of the owner and upon satisfaction of the requirements set forth below, the Board of Commissioners may grant a waiver of the Five

Hundred Dollar (\$500.00) registration fee referenced in paragraph C(2) above. The waiver shall automatically expire after six (6) months from the date the property first becomes vacant. Upon expiration of the waiver, all provisions of this Chapter shall apply. No more than four (4) waivers shall be granted per property. The waiver shall be granted if the owner satisfactorily demonstrates the following:

- i. The owner is in the process of demolition, rehabilitation, or other substantial repair of the vacant building; and
  - ii. The anticipated length of time for the demolition, rehabilitation or other substantial repair of the vacant building; and
  - iii. The owner is actively attempting to sell or lease the property at reasonable terms, including a price reflecting fair market value, during the vacancy period; and
  - iv. All past due vacant registration fees, if any, and all other financial obligations and/or debts owed to the Township in connection with the vacant property have been paid.
2. The initial application shall be submitted to the Township Manager, or his/her designee, who shall review the application and make a recommendation to the Board of Commissioners based on the criteria set forth above. The Board of Commissioners shall consider the Township Manager's recommendation within sixty (60) days of the date of receipt of the written application.
  3. The Township Manager, or his/her designee, and the Board of Commissioners may require specific documentation to support the owner's valuation and pricing of the property. An application for waiver shall be denied upon determination by the Board of Commissioners that the property is not being marketed at a reasonable price. Fair market value of the property may be supported by:

- i. Professional appraisal performed by a certified real estate appraiser;
- ii. Comparative market analysis conducted by a licensed real estate agent; or
- iii. Other valuation method upon approval of the Board of Commissioners.

4. At all times, the burden of proof shall remain upon the owner of the building to demonstrate that the waiver is appropriate in light of the above factors. It is recommended that the owner submit any available photos, plot plan, layout plan, price, appraisal, comparative market analysis, or other documentation concerning fair market value and agent information with the application for fee waiver to demonstrate the active marketing of the property.

- 2. All other ordinances, portions of ordinances, or any section of the Code inconsistent with this Ordinance, are hereby repealed.
- 3. The Ordinance shall be effective five (5) days after enactment.

**ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

Attest:

\_\_\_\_\_  
Richard J. Manfredi, Secretary

By: \_\_\_\_\_  
Wayne C. Luker, President



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

4-24-18

DATE

Administration

DEPARTMENT

PA-05-051018

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Discuss entering into a Memorandum of Understanding (MOU) with the PHRC.

**EXECUTIVE SUMMARY:**

The primary purpose of the proposed MOU is to help assure that Abington Township residents and citizens' individual rights are preserved for those who believe they have been the victim of discrimination. The current Abington Township regulations provide the Township Human Relations Commission (HRC) with a limited authority. In order for the Township HRC to work to preserve individual's rights, the PHRC, who has limited resources, is requesting the Township aid in assisting those who have complaints to timely file those allegations. Additionally, Exhibit "C" of the proposed MOU deals with confidentiality.

**PREVIOUS BOARD ACTIONS:**

Consider a motion to approve the MOU.

**RECOMMENDED BOARD ACTION:**

Motion to approve a memorandum of understanding between the Pennsylvania Human Relations Commission (hereinafter "PHRC") and Abington Township Human Relations Commission (hereinafter "ATHRC").



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**

**The Pennsylvania Human Relations Commission (hereinafter "PHRC") and Abington Township Human Relations Commission (hereinafter "ATHRC").**

This Memorandum of Understanding is made effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WHEREAS, in accordance with applicable law, it is the intent of both the PHRC and ATHRC that no person will be denied the opportunity to file allegations of unlawful discrimination with either the PHRC or the ATHRC; and

WHEREAS, consistent with applicable law, it is the desire of both Commissions to maximize the service provided to the public; and

WHEREAS, in order to avoid duplication of effort, Section 12.1(e) of the Pennsylvania Human Relations Act (hereinafter "PHRA") provides that notification shall be given by the ATHRC to the PHRC when an individual files a complaint with the ATHRC that also comes under the PHRC's jurisdiction. Similarly, Section 7(n) of the PHRA provides that the PHRC shall notify the ATHRC of complaints received by the PHRC that would also come under the ATHRC's jurisdiction; and

WHEREAS, pursuant to the complaint process created by Ordinance 2029, codified as Chapter 99 of the Code of the Township of Abington, establishing the ATHRC, when the ATHRC receives a complaint, the ATHRC must notify the one charged with a discriminatory act or practice (hereinafter the "Respondent") that a complaint has been filed. Once the Respondent's answer has been received, or, if no answer is filed within 60 days of service of the complaint, ATHRC is to seek the consent of both the Respondent and Complainant to mediate. If both parties consent to mediation, ATHRC will attempt to facilitate mediation.

WHEREAS, Ordinance 2029 only grants ATHRC the authority to facilitate mediation and no further processing of a complaint.

WHEREAS, Section 3 of the PHRA declares that being free from discrimination is a civil right "which shall be enforceable as set forth in Act."

WHEREAS, Section 12(c)(1) of the PHRA prohibits those who have filed complaints with the PHRC from filing an action in the courts of common pleas of the Commonwealth until the PHRC dismisses a complaint or a year has passed. In other words, to seek remedy for a PHRA violation, an individual must exhaust his or her administrative remedies before attempting to file in court.

WHEREAS, Section 12.1(a) of the PHRA authorizes legislative bodies of political subdivisions to establish Local Human Relations Commissions.

WHEREAS, Section 12.1(d) of the PHRA gives such legislative bodies the authority to grant to local HRCs powers and duties similar to those exercised by the PHRC.

WHEREAS, because Ordinance 2029 limits ATHRC's authority to mediation, and given the unsettled status of Pennsylvania case law, there is a strong likelihood that an individual who has filed his or her civil rights/discrimination claim with ATHRC only, cannot proceed to common pleas court regarding any action that would fall under the PHRA's jurisdiction.

WHEREAS, pursuant to Ordinance 2029, claims filed with ATHRC that exceed the jurisdiction of the PHRC could proceed to common pleas court when the matter has not been resolved by mediation.

NOW THEREFORE, it is stipulated and agreed between the PHRC and the ATHRC as follows:

1. When a person files a complaint with the ATHRC that involves alleged acts of discrimination prohibited by PHRA, the ATHRC shall inform the person that the ATHRC may also accept the individual's PHRC complaint for filing.
  - a. When a person who files a complaint with the ATHRC expresses his or her wish to also file a complaint with the PHRC, ATHRC will advise the person that normally, a complaint must be filed with the PHRC within 180 days of the alleged act of harm.
  - b. The ATHRC shall either provide the person with a copy of the relevant PHRC Questionnaire or give the person information about filing a claim by completing the PHRC's online questionnaire on the PHRC's website. A sample notice is attached as Exhibit "A."
  - c. In the event that the person wishes to complete a paper copy of the questionnaire, in order to protect the person's rights under the PHRA, once the person completes the PHRC Questionnaire, ATHRC will date stamp and expeditiously forward the completed PHRC Questionnaire to the PHRC's Central Offices, located at 333 Market Street, 8<sup>th</sup> Floor, Harrisburg, PA 17101-2210.
  - d. When a case is filed with both ATHRC and the PHRC, ATHRC will provide the named Respondent with notice of the dual filing and document retention requirements. A sample notice is attached as Exhibit "B."
  - e. Upon the PHRC's receipt of a dual filed complaint, the PHRC will time stamp the Questionnaire "complaint" and maintain a hard copy of the complaint in a separate folder bearing ATHRC's name. PHRC will send notice of receipt and a document retention notice to the Complainant and Respondent.

- f. The PHRC will hold the complaint for a period of six (6) months while ATHRC engages in dispute resolution activities authorized by Ordinance 2029.
  - g. For complaints that are received by ATHRC, ATHRC will offer mediation consistent with the Ordinance 2029.
  - h. ATHRC will notify the PHRC as soon as a matter has been resolved or as soon as the ATHRC determines that mediation has failed and the Commission's work is done. The ATHRC shall provide the PHRC such notice no later than six (6) months after the ATHRC's receipt of the complaint.
  - i. When the ATHRC notifies PHRC that mediation failed to resolve the complaint, the PHRC will docket, serve and initiate an investigation of the allegation(s) and otherwise follow the PHRC's normal case processing procedures.
  - j. At the conclusion of the PHRC's action on the complaint, the PHRC will provide the ATHRC with a report.
2. The ATHRC will also inform all persons who file a complaint with the ATHRC of his or her possible right to dual file their complaint with the Equal Employment Opportunity Commission (EEOC) (employment complaints only) and if the matter is a housing complaint the ATHRC will inform the person of the possible right to also file the complaint with the United States Department of Housing and Urban Development (HUD.)
- a. EEOC's address and contact information is as follows:  
Equal Employment Opportunity Commission  
Philadelphia District Office 127 North Fourth Street  
Philadelphia, PA 19106  
Phone - (215) 597-9350 or toll free - 800-USA- EEOC - EEOC's  
TDD Number for individuals with hearing impairments is (202)  
634-7057

- b. HUD - contact with HUD is through HUD's website.
- 3. The ATHRC shall sign and abide by the "Information Sharing and Confidentiality Agreement" attached as Exhibit "C."
- 4. In addition to the dual filed complaints discussed in paragraph 2 above, the ATHRC will provide the PHRC notice of complaints within the PHRC's jurisdiction when such complaints are received.
- 5. Provided that the ATHRC signs and complies with the Information Sharing and Confidentiality Agreement, the PHRC will make a good faith effort to ascertain those complaints that have been filed with the PHRC that are also covered by Ordinance 2029.
  - a. The PHRC will generate a report containing the names of the parties and general nature of the allegations.
  - b. The PHRC will provide to the ATHRC a report semi-annually, during the month of January and the month of July.
- 6. Should Ordinance 2029 be modified in any way, ATHRC will, within thirty (30) days of the effective date of any such amendment to Ordinance 2029, give the PHRC notice of the modification and its contents. Should the PHRA be modified in anyway, the PHRC will, within thirty (30) days of the effective date of any such amendment to the PHRA, give ATHRC notice of the modification and its contents.
- 7. Nothing contained in this Memorandum of Understanding shall be construed in such a way as to negate or violate the policies or regulations of either Commission. Further, this Memorandum of Understanding is subject to such amendment or modification as may be required from time to time to meet any changes in applicable law, or as agreed to by the parties.
- 8. Any amendment or modification to this Memorandum of Understanding must be in writing and signed by all parties hereto.
- 9. The provisions of this Memorandum of Understanding are severable and if any of its sections, clauses or sentences shall be held invalid for any

reason, such provisions shall not affect any of the remaining sections, clauses or sentences.

10. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Should a dispute arise, the parties agree to first attempt to resolve the issue informally between agencies, then failing to resolve the matter informally, to seek relief in a court of competent jurisdiction.
11. This Memorandum of Understanding shall be in effect for a period of five (5) years from the last date signed by the parties.
12. Either party may cancel this Memorandum of Understanding at any time provided the party provides thirty (30) days prior written notice to the other party.
13. This Memorandum of Understanding shall automatically renew for a term of five (5) years unless, within 30 days prior to the renewal date, either ATHRC or the PHRC provides written notice of nonrenewal.
14. Notice shall be effective upon a writing submitted by the Chairperson of the ATHRC or the Executive Director of the PHRC and sent by first class mail to the other party at the following address:
  - a. Chairperson ATHRC  
c/o Township Manager  
Abington Township  
1176 Old York Road  
Abington, PA 19001
  - b. Executive Director, PHRC  
333 Market Street, 8<sup>th</sup> Floor  
Harrisburg, PA 17101-2210

Signed as set forth below:

BY \_\_\_\_\_ Date

M. Joel Bolstein, Interim Chair Pa. Human  
Relations Commission

BY: \_\_\_\_\_ Date

Abington Township  
HRC Chairperson

By: \_\_\_\_\_ Date

JoAnn Edwards, Executive Director Pa. Human  
Relations Commission

APPROVED AS TO FORM AND LEGALITY

BY \_\_\_\_\_ Date

PHRC Chief Counsel

BY \_\_\_\_\_ Date

Deputy Attorney General



## EXHIBIT "A"

### NOTICE

In order to preserve your rights, you must also file a Complaint with the PHRC. Normally, to be timely, a **Complaint must be filed within 180 days.**

You may file a Complaint with the PHRC by requesting a copy of the PHRC's relevant Questionnaire - completing the Questionnaire and forwarding the completed Questionnaire to the PHRC's Philadelphia regional office:

PHRC - Intake Division

110 North 8<sup>th</sup> Street, Suite 501

Philadelphia, PA 19107

You may also file an employment Complaint with the PHRC by filing your Complaint online. The procedure to file online is as follows:

PHRC Website - [www.phrc.pa.gov](http://www.phrc.pa.gov)

Left hand column - click - "Online Complaint forms"

Scroll down to "New" - click on "you can also file an employment complaint online"

Create a Keystone ID by following instructions "New User"

If you experience any difficulty using the online form, please contact the PHRC's Central Office at 717-787-4410.

## **Exhibit “B”**

### **Records Retention Notice**

Date

Name

Address

Re: Complaint name v. Respondent name (and case number if ATHRC uses one)

Dear\_\_\_\_\_ (Complaint and or Respondent):

This is to notify you that the complaint that has been filed with Abington Township Human Relations Commission (ATHRC) has been forwarded to the Pennsylvania Human Relations Commission (PHRC) for filing. Because this matter has been filed with both ATHRC and the PHRC, you are notified that you must retain any and all payroll, personnel or other records that may be related to the statements in the complaint until the final disposition of the matter by the PHRC; See 16 Pa. Code §41.82.

Sincerely,

Abington Township Human Relations Commission

# **EXHIBIT ‘C’**

## **Information Sharing and Confidentiality Agreement**

**Between**

**The Pennsylvania Human Relations Commission**

**and**

**The Abington Township Human Relations Commission**

This Information Sharing and Confidentiality Agreement ("IS&C Agreement") made effective on the \_\_\_\_ day of \_\_\_\_\_ (the Effective Date") by and between the Pennsylvania Human Relations Commission, (hereinafter "PHRC" or the "Commission") and the Abington Township Human Relations Commission (hereinafter "LHRC"), collectively referred to as "the parties to this IS&C Agreement").

WHEREAS, Section 12.1(a) of the Pennsylvania Human Relations Act (PHRA) states:

*The legislative body of a political subdivision may, by ordinance or resolution, authorize the establishment of membership in and support of a Local Human Relations Commission. The number and qualifications of the members of any local commission and their terms and method of appointment or removal shall be such as may be determined and agreed upon by the legislative body, except that no such member shall hold office in any political party. Members of a local commission shall serve without salary but may be paid expenses incurred in the performance of their duties.*

And, WHEREAS, Section 12.1(d) of the PHRA states:

*The legislative bodies of political subdivisions shall have the authority to grant to local commissions powers and duties similar to those now exercised by the Pennsylvania Human Relations Commission under the provisions of this act;*

And, WHEREAS, Section 12.1 (e) of the PHRA states:

*The local human relations commission shall notify the Pennsylvania Human Relations Commission of complaints received involving discriminatory acts within that commission's jurisdiction.*

And, WHEREAS, Section 7 (n) of the PHRA provides that among the Commission's powers and duties are the following:

*To notify local human relations commissions of complaints received by the Pennsylvania Human Relations Commission involving persons within a commission's jurisdiction. The Pennsylvania Human Relations Commission may enter into work-sharing agreements with those local commissions having comparable jurisdiction and enforcement authority.*

And, WHEREAS, complaint information and other information received by the PHRC during its investigation of a claim but before a public hearing is confidential information exempt from disclosure under the Pennsylvania Right to Know Law, and federal employment discrimination laws, including Title VII and the Americans with Disabilities Act;

And, WHEREAS, the LHRC has been duly established by local ordinance as set forth in Section 12.1 of the PHRA and, as a result has the legal authority to receive and protect the confidentiality of information regarding information about complaints received from the PHRC;

And, WHEREAS, the PHRC and the LHRC intend to protect confidential, sensitive, privileged or otherwise protected information that is shared between them as a result of complaint notification.

NOW THEREFORE, intending to be legally bound hereby, it is Stipulated and Agreed between the parties to this Information Sharing and Confidentiality Agreement (IS&C Agreement) as follows:

A. Information Sharing Agreement Provisions

- a. The LHRC agrees, consistent with Section 12.1(e) of the PHRA, to notify the PHRC of all complaints received involving discriminatory acts within the PHRC's jurisdiction.
- b. The LHRC shall notify the PHRC as follows:
  - i. Name and address of the parties and specific type of discrimination claim.
  - ii. LHRC shall provide this information on a monthly basis to PHRC's Central Office at 333 Market Street 8<sup>th</sup> Floor Harrisburg PA 17101.

iii. LHRC will send a copy of the complaint by mail to PHRC's central office at 333 Market Street 8<sup>th</sup> Floor Harrisburg PA 17101.

c. The PHRC agrees, consistent with Section 7(n) of the PHRA, to notify the LHRC of all complaints received regarding discriminatory acts within the PHRC's jurisdiction.

i. PHRC will provide name and address of the parties and the type of claim.

ii. PHRC will provide the information set forth in subsection A.c.i above two times per year, during the month of January and during the month of July.

iii. PHRC will send this list of parties' names, addresses and claims by mail to the address of the LHRC.

## B. Confidentiality Provisions

1. Any information that is provided by the PHRC or the LHRC will be presumed to be regarded as and treated by the other party as confidential information.
2. When information is provided, the Receiving Entity (PHRC or LHRC) shall not disclose confidential information to any third party, without the prior written consent of the Providing Entity (PHRC or LHRC) or a court order.
3. The PHRC and LHRC agree that their sharing of confidential information under this Agreement shall not constitute public disclosure. The PHRC and LHRC further agree that, by their sharing of confidential information under this agreement, they in no way intend to waive confidentiality or an applicable privilege or other legal protection, including but not limited to, the attorney-client privilege, the deliberative process privilege, or the work product doctrine. Nor does this Agreement waive or alter any provisions of any applicable laws relating to nonpublic information. The Parties expressly reserve all evidentiary privileges, immunities, and other legal protections applicable to the information shared under this Agreement.
4. The Receiving Entity will take all actions reasonably necessary to protect and preserve the confidentiality of any Confidential Information and any applicable privileges or other legal protections and to protect any personally identifying information contained therein. Such actions include, but are not limited to:

- a.* Restricting access to Confidential Information to only those officers or employees of the Receiving Entity who have a bona fide need for such information in carrying out the Receiving Entity's responsibilities;
  - b.* Informing its officers, employees, or agents who are provided access to such Confidential Information of the Receiving Entity's responsibilities under this Agreement; and
  - c.* Establishing appropriate administrative, technical, and physical safeguards for maintaining such Confidential Information.
5. If the Receiving Entity is served with a subpoena or other similar legal process that purports to require production of Confidential Information, or if the Receiving Entity receives a request for Confidential Information or an appeal under the Right to Know Law or equivalent local, state or federal laws, the Receiving Entity will:
  - a.* Immediately notify the Providing Entity and provide to it copies of such subpoena, other process, request or appeal, including all attachments;
  - b.* Afford the Providing Entity the opportunity to take steps to preserve, protect, and maintain the confidentiality of such information or any applicable privileges or other legal protections, and to prevent the disclosure of any records as defined by the Privacy Act, 5 U.S.C. § 552a(a)(4), contained therein;

- c.* Cooperate fully with the Providing Entity to preserve, protect, and maintain the confidentiality of such information or any applicable privileges or other legal protections, and to prevent the disclosure of any records as defined by the Privacy Act, 5 U.S.C. § 552a(a)(4), contained therein;
  - d.* Notify the party seeking such information that the information is considered the property of the Providing Entity and that subpoenas, legal process, requests, or appeals for such information must be made directly to the Providing Entity in accordance with applicable law;
  - e.* Resist, to the extent legally permissible and practicable, production of such information pending receipt of written consent from the Providing Entity to the production of that information; and
  - f.* Consent to any application by the Providing Entity to intervene in any action to preserve, protect, and maintain the confidentiality of such information or any applicable privileges or other legal protections, and to prevent the disclosure of any records.
6. Either party to this Agreement may terminate this IS&C Agreement with respect to the prospective sharing of information by providing thirty (30) calendar days advance written notice to the other party. In the event of such termination, any information previously obtained by a Receiving Entity under this Agreement, if not returned, will remain the property of the Providing Entity, and the Receiving Entity will continue to observe all terms and conditions of this Agreement with respect to such information.
7. As soon as practicable after execution of this IS&C Agreement, both the PHRC and the LHRC will advise the other party of the name, title, and contact information, including mailing addresses, e-mail addresses, telephone numbers, and fax numbers, for the designated official(s) who will serve as that party's point of contact for purposes of exchanges of information regarding pending complaints.

8. Notice of change in statutory authorization: The LHRC will notify the PHRC of all changes to the Enabling Ordinance that controls the LHRC. PHRC will notify the LHRC of all changes to the PHRA.
9. Notice: Notice shall be effective upon a writing submitted by the LHRC Chair or the Executive Director of the PHRC and sent by first class mail to the other party at the following address:
  - a. *Chairperson ATHRC, c/o Township Manager, Abington Township, 1176 Old York Road, Abington, PA 19001*
  - b. *Enforcement Director, PHRC, 333 Market Street, 8<sup>th</sup> floor, Harrisburg, PA 17101*

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JoAnn L. Edwards, Executive Director  
PA Human Relations Commission

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Date

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Chair, Abington Township Human  
Relations Commission

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Date





**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

4-24-18

*DATE*

Administration

*DEPARTMENT*

PA-06-051018

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Appointments to various Boards and Committees

**EXECUTIVE SUMMARY:**

Interviews for appointments to the various board and committees that have been conducted and are the basis for the recommendation set forth in the attached memo.

Please note that the recommended appointments to the Economic Development Committee will be tentatively scheduled for June as interviews have not been finalized.

PLEASE NOTE: The final list of recommended candidates will be provided when received from Committee Chair, Spiegelman.

**PREVIOUS BOARD ACTIONS:**

**RECOMMENDED BOARD ACTION:**

Consider Appointments to the various Boards and Committees.