

## **COALDALE BOROUGH MEETING AGENDA**

221/223 THIRD ST., COALDALE PA 18218

**June 11, 2024, 7:00 PM**

Executive Session at 6:30 PM

Pledge of Allegiance

Roll Call

### **Public Participation**

**To ensure that we can complete the business at hand, we have allotted 3 minutes to discuss your interest/concern. According to the Sunshine Act if recording or live streaming the council meeting you must announce prior to beginning.**

### **Approval of Previous Minutes**

### **Treasurer Report / Approval of Bills**

### **Mayor's Report**

- Line Painting – Timeline for the public
- Mayor Conference- \$250 plus hotel fees

### **President's Report**

- Questions of legitimacy for Historical Society –
- Letter Received- With Special request from Lansford Historical Society
- Supplemental Code officer – for permits
- Portnoff-

### **Secretary's Report**

- PIRMA Renewal 9/1/2024
- Re-vote LVCC Agreement
- Letter of support for Lansford - excavator Purchase– Shared services
- Resolution – 2021 Maintenance code
- Live streams of council meetings – To deter false information
- Diversified payment online – Bank account setup

### **Police Report (Stoffey)**

- Police Report
- Computer Estimate

### **Solicitor Report (Attorney Yurchak)**

- Resolution – Rental License Requirements
- Resolution – Sewer Maintenance Water Shut Off - Ratify

- Resolution – Police pension – Amendment

**Fire Report (Adamitis)**

- Fire Report

**Code Enforcement / Zoning Reports (Luis)**

**Jr. Councilperson Report**

**Committee Reports:**

**Administration- (Gavornik)**

- Background Checks

**Buildings / Complex- (Hutta)**

**Demolition / Grants- (Figner)**

**Finance / Utilities- (Gavornik)**

- Budgeting and finance training September 17<sup>th</sup>

**Handicap- (Figner)**

- 2 Applications on file
- Stickers for handicap

**Memorial-(Krapf)**

- Donation – lighting

**Police- (Stoffey)**

- Chief contract to end of 2024

**Police Pension (Remington)**

**Recreation- (Stoffey)**

- Town community events

**Streets- (Hutta)**

**Old Business**

- Trophies – Clarification from last meeting
- Bleachers – to be picked up

**New Business**

- Resolution - Future Driveway Projects – Must concrete or black top 20 ft from street
- Police Department Increase in pay

**Adjournment**

**EXECUTIVE BOARD**

**PRESIDENT**

Jim Novak  
Warrington

**VICE PRESIDENTS**

Northeast Region  
Richard G. Smith

North Central Region  
Ms. McGinnish

Northwest Region  
Andrew Graves

Southwest Region  
Donald Baumgartner

South Central Region  
Ron Harris

Carroll Valley  
Cassie Shannon

Southwest Region  
Donald Baumgartner

**SECRETARY**

Susan Stuey Burgess  
Wyalusing

**TREASURER**

James Andrew Maloney  
East Petersburg

**BOARD MEMBERS**

Stephen Alexander  
Pottsville

Emily Aronson  
Coudersport

Michael J. Lombardo  
Pottsville

William Volchansky  
Warrington

William Volchansky  
Warrington

William Volchansky  
Warrington

Dear Mayor,

Every year, there is one place in Pennsylvania where borough, city and home rule township mayors can go to experience the camaraderie of being together with each other and to learn from a cutting-edge educational program designed specifically for the office of mayor. That location is the annual conference of the Pennsylvania State Mayors Association (PSMA).

You are cordially invited to the 53rd Annual Conference of the PSMA which will be held at the Holiday Inn in the City of Johnstown Thursday evening, July 18, 2024 through Sunday morning July 21, 2024. It is easy to register! You can use the attached forms or you can register online through EventBrite after receiving a link from our Office Manager, Kathryn Adamsky. For borough mayors, the right to have your hotel and meals paid by your municipality (obtained through the advocacy of the PSMA in 2012) as well as your mileage and registration fee is now firmly enshrined in the Borough Code.

The educational topics for the conference have been carefully chosen by the PSMA Executive Board for their importance and relevance regardless of whether you are a mayor of a large or small municipality. The topics include:

- Assisting Citizens in Preparing for Emergencies.
- Confronting the Harmful Uses of Artificial Intelligence
- The Extent of the Problem of Illegal Drug Trafficking.
- The Latest on the Recruitment of Police Personnel
- The Latest on the Recruitment of Volunteer Firefighters
- A Legal Update from a Municipal Solicitor
- A Legislative Update from a Member of the General Assembly
- The Role of the Mayor in a Municipality without a Police Department
- The Role of the Pennsylvania Local Government Commission
- A United States and Pennsylvania Economic Outlook

Register today for the *number-one* conference for mayors in Pennsylvania. We look forward to seeing you!

Sincerely,



## AGREEMENT

THIS LEASE AGREEMENT (this "Lease" or this "Lease Agreement"), is made on, July 1, 2024, (the "Commencement Date") by and between **Coaldale Borough, Third and Howard Avenue PO Box 116 Coaldale, PA 18218** (hereinafter called "Lessor") and **Lehigh Valley Children's Centers Inc.** (hereinafter called "Lessee") in partnership with Panther Valley School District, 1 Panther Way, Lansford, PA 18232.

### **WHEREIN IT IS MUTUALLY AGREED UPON AS FOLLOWS:**

#### **Section 1. Leased Premises:**

Lessor hereby leases to Lessee a portion of "Coaldale Complex" at 150 West Phillips St., Coaldale, PA 18218. The hours of the program will be from 7:00AM to 5:00PM Monday through Friday. The Lessee will also be permitted on the leased premises for family activities, and other programming 5 days a week. The leased premises space is approximately 3,036 square feet (4 classrooms and office space). Shared spaces are identified as the bathrooms, the gym, outside playground, and an area agreed upon by both areas to store food items for the food service program. EXHIBIT A is the agreed upon schedule for shared area and can be changed at Lessor's permission.

#### **Section 2. Term:**

The Initial Term of the lease will commence on July 1, 2024 and end on June 30, 2028, this agreement shall automatically renew for one year (a "Renewal Term"), for a maximum of three (3) consecutive years, unless either the Lessor or Lessee gives sixty (60) days' written notice prior to the expiration of the then current term sent to the address of record to the other party of their intention to terminate the agreement. The Initial Term and any and all Renewal Terms are hereinafter collectively referred to as the "Term."

- a) The Leased Premises may be used for a DHS licensed child care operated by Lessee and for any and all activities incidental or related thereto. Lessee agrees to obtain and shall maintain throughout the Term all governmental and quasi-governmental approvals for Lessee's use.
- b) Lessee, at Lessee's expense, shall possess a valid license for the child care from the Commonwealth of Pennsylvania's Department of Human Services as well as any other required licenses and clearances prior to occupancy. Lessee, at Lessee's expense, shall maintain in good standing throughout the Term all required license(s) and clearance(s) regarding or relating to that daycare, including without limitation for Lessee's employees. Lessee, at Lessee's expense, shall comply with all Laws (defined below) to conduct the business contemplated by this Lease Agreement, including, among others, the Pennsylvania Child Protective Services Law, 23 P.S. §6301 et seq.
- c) Lessee agrees not to store any flammable or dangerous things in or around the Leased Premises, except for such things used in the ordinary course of the operation of a

childhood education and child care center including, but not limited to, cleaning products, which Lessee agrees to use in compliance with applicable Laws. Lessee agrees not to do anything in or around the Leased Premises that could harm anyone or damage any property.

**Section 3. Rental Payments:**

Beginning on the Commencement Date, Lessee shall pay Lessor the annual sum of rent in the amount of Thirty Thousand Nine Hundred Sixty Seven Dollars and Twenty Cents (\$30,967.20), in payments of Two Thousand Five Hundred Eighty Dollars and Sixty Cents (\$2,580.60) monthly, during the Initial Term of this Lease. This rate of annual rent will increase following the Commencement Date, Lessee will pay Lessor the base rent in consecutive monthly installments as follows: Rent must be paid in advance on or before the FIRST day of each month. Please make checks payable to Coaldale Borough, Third and Howard Avenue PO Box 116 Coaldale, PA 18218.

<u>TIME PERIOD</u>	<u>BASE RENT PER SQUARE FOOT</u>	<u>MONTHLY BASE RENT</u>	<u>ANNUAL BASE RENT</u>
July 2024 - June 2025	\$10.20	\$2,580.60	\$30,967.20
July 2025 - June 2026	\$10.30	\$2,605.90	\$31,270.80
July 2026 - June 2027	\$10.40	\$2,631.20	\$31,574.40
July 2027 - June 2028	\$10.50	\$2,656.50	\$31,878.00

Rent must be paid in advance on or before the FIRST day of each month. Please make checks payable to Coaldale Borough, Third and Howard Avenue PO Box 116 Coaldale, PA 18218.

**Section 4 Operations:**

Lessee shall furnish qualified staff for the program. The program shall also furnish supplies and equipment for such program, which is not provided by Lessor.

**Section 5 Insurance:**

Lessee will submit to the Lessor yearly Certificate of Insurance indicating General Liability Coverage for Bodily Injury and Property Damage, in minimum amount of One Million Dollars (\$1,000,000) personal injury; Certificate of Insurance for Worker's Compensation, Employer's Liability Insurance, and a minimum One Million Dollars (\$1,000,000) umbrella which extends the employers liability on the workers compensation. Lessor shall be named as an "Additional Insured" for General Liability Coverage for Bodily Injury and Property Damage, and Professional Liability and Abuse/Molestation.

**Section 6 State Funding:**

Should the Pre-K counts grant fail to renew or there be a change in funding allowances, Lessee shall have the right at any time to cancel Pre-K counts program services by giving thirty (30) days written notice, prior to the end of that school year, to the address of record via certified USPS mail to Lessor of its intention to terminate the agreement.

**Section 7 Laws:**

The Lessor and Lessee shall remain in compliance with all relevant state and federal laws.

**Section 8 Advertising:**

The Lessor shall permit Lessee to advertise the program to families in the community and prospective families through the dissemination of program information throughout the year, and to hold registration sessions for enrolling families, including during the summer months. Lessor will also allow Lessee to have signage at designated agreed upon areas on the building to identify the program.

**Section 9 Clearances:**

All Lessee staff working in the facility will have health assessments as required by law, as well as FBI fingerprints and certification reports issued by the Commonwealth.

**Section 10 Improvements:**

The Lessee will have the ability to make improvements ("Improvements") in the classrooms and other portions of the Leased Premises during the term of the Lease with the understanding that any and all Improvements are conducted pursuant to DHS and other quality child care standards. All Improvements will be installed in a good and workmanlike manner and in compliance with all applicable Laws.

- a) Lessee shall have the right to install trade fixtures required by Lessee or used in Lessee's business, which shall be considered part of the Improvements, and, if installed by Lessee, to remove any or all such trade fixtures from time to time during this Lease, and Lessee may remove all such trade fixtures prior to the expiration or earlier termination of this Lease; provided, however, that Lessee shall not remove any such trade fixtures without the prior written consent of Lessor if the removal of such trade fixtures will impair the structure of the Building. Lessee shall repair and restore any damage or injury to the

Leased Premises and to the structure of the Building caused by the installation and/or removal of any such trade fixtures prior to the expiration or earlier termination of this Lease. Lessee's trade fixtures shall be and remain the property of Lessee. The term "trade fixtures" means any personal property, including, but not limited to, equipment, furnishing, and decorations placed or attached to the Building by Lessee which Lessee uses to conduct Lessee's business.

- b) Lessee must provide to Lessor from the contractor performing alterations a certificate of insurance, and such other proof as requested by Lessor.
- c) Any Improvements by Lessee shall be the property of Lessee until the expiration or earlier termination of this Lease. Upon the expiration or termination of the Lease, the Improvements shall be removed by Lessee at Lessee's expense unless Lessor, in Lessor's sole discretion, notifies Lessee that they may remain after the end of the Lease. Lessee shall have a reasonable period of time, not to exceed sixty (60) days after Lease expiration or termination, to remove them.
- d) All Improvements are subject to review and approval by Lessor prior to installation. Lessor's approval for Improvements which impact the structure of the Building or the operation of any of its mechanical systems shall be in Lessor's sole discretion.
- e) The Lessor will be required to give Lessee, the name and contact information of any parties from Lessor or contracted employees in advance of them conducting any business in the building during 7:00AM to 5:00PM. They will need to either have copies of their clearances on file if in a child care space OR they will need to complete any work or duties before 7:00 a.m. or after 5:00 p.m. Monday Through Friday.
- f) The Lessor agrees to make any repairs to the rented space, which are not caused by Lessee, that are necessary to the operation of the program. Any damage caused by Lessee to the rented space, will be repaired by Lessee.

By signature, witness, and date below, parties agree to the terms and conditions of this agreement.

LEHIGH VALLEY CHILDREN'S CENTERS INC.

\_\_\_\_\_

CEO

\_\_\_\_\_

DATE

\_\_\_\_\_

CFO

\_\_\_\_\_

DATE

ATTEST:

COALDALE BOROUGH

\_\_\_\_\_

\_\_\_\_\_

DATE

\_\_\_\_\_

\_\_\_\_\_

DATE

EXHIBIT A  
TO  
LEASE AGREEMENT

The lessee will agree On Thursdays to only use the bathrooms on the far end of the building labeled as "girl's bathrooms" between the hours of 10:00AM and 4:00PM.

The lessee agrees to not occupy the gym from 4:30PM to 5:00PM on the scheduled days to allow for other community organizations to use the gym area.

The lessee will ensure all keys and codes for classrooms and for main entrance are available at anytime incase of an emergency. An agreed upon location will be discussed with the lessee and lessor.

The lessee will ensure any extra activities after the scheduled hours will be discussed 48 hours prior to change of schedule.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE BOROUGH OF COALDALE ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY, AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE; AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE BOROUGH OF COALDALE; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ANY ORDINANCES IN CONFLICT THEREWITH

THE BOROUGH COUNCIL OF THE BOROUGH OF COALDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. That a certain document, one (1) copy of which is on file in the Borough office of the Borough of Coaldale, being marked and designated as the International Property Maintenance Code, 2021 Edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the Borough of Coaldale, in the Commonwealth of Pennsylvania, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the Borough of Coaldale are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2.

The following sections are hereby revised:

Section 101.1           Insert: Borough of Coaldale

Section 103.1           Insert: Code Enforcement Department

Section 104.1           Amended to include:

Schedule of Permit fees; The fees for activities and services performed by this department in carrying out its responsibilities under this Code shall be in accordance with the Fee Schedule as established by the Borough Council from time to time by resolution.

Section 105.1 Amend to read as follows:

Coaldale Borough may appoint a code official from time to time by resolution to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waving requirements specifically provided for in this code.

Section 109.4 106.4 Amend to read as follows:

Enforcement of this Ordinance may be by action brought before a Magisterial District Judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. The Coaldale Borough Solicitor may assume charge of the prosecution. Any person in violation of any provision of the Ordinance, upon conviction thereof, shall pay a fine of not less than (\$0,00) Dollars nor more than One Thousand (\$1,000.00) Dollars per violation, and/or sentenced to a term of imprisonment either upon conviction or for failure to pay court costs to include the municipal solicitor fees. Each day on which a violation of this Ordinance exists shall be considered a separate violation.

Section 111.9 Amended to include:

If the owner, operator or occupant fails to abate or correct such conditions within a reasonable time the code official may cause the abatement or correction to occur, either through an available agency or by contract or arrangement with private persons, and the cost of such abatement or connection may be charged against the owner of the real estate upon which the building, structure or equipment is located, and shall be a lien upon such real estate.

Section 110.4 Amend to include the following:

One Hundred (\$100.00) Dollars or more than One Thousand (\$1,000.00) Dollars

Section 302.4 Insert: Ten (10') inches

Section 302.3

Amend to read as follows:

All sidewalks, walkways, stairs, driveways, parking spaces and similar areas for public use shall be kept in a proper state of repair and shall be maintained free of hazardous conditions. Removal of snow and/or ice is to be accomplished so that a walkway of at least three (3) feet in width shall be cleared along the entire extent of such sidewalk within twentyfour (24) hours after the same has ceased to fall or to be formed.

Section 304.14

Insert: From March 1st to October 31<sup>st</sup>

Section 602.3.

Insert: from October 1st to May 15th.

Section 705.3

Insert: from October 1st to May 15th .

Addition of the following section:

Any residential rental unit as defined as any dwelling unit or structurally enclosed area including or limited to be used as the living quarters for one or more individuals and not occupied by the owner thereof shall have installed adjacent to any sleeping area a carbon monoxide (CO) detector. The provisions relating to the source of power set forth in Section 704.6.2 2 and 704.6.3 above shall apply to carbon monoxide detectors.

Section B101.3

Amend to read as follows:

The board shall consist of three members appointed by the Borough Council. Each member shall serve for three years or until a successor has been appointed. The board members' terms shall be staggered at one-year intervals, so as to provide continuity. The code official shall be an ex officio member of said board but shall not vote on any matter before the board.

SECTION 3. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Borough of Coaldale hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this Ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this Ordinance, nor shall any just legal right or remedy of any character be lost, impaired or affected by this Ordinance.

SECTION 6. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately upon adoption hereof.

ORDAINED AND ENACTED this      day of      , 2024 in lawful session duly assembled.

BOROUGH OF COALDALE BY:

\_\_\_\_\_

President

ATTEST: \_\_\_\_\_

Secretary

APPROVED, this      day of      , 2024

\_\_\_\_\_

Mayor



**Coaldale Police Department**

**MONTHLY POLICE REPORT APRIL 2024**

- District Justice Fines: \$418.86
- Parking Tickets: \$1,200
- Moving Permits: \$50.00
- Accident/ Reports: \$40.00

**Total Revenue: \$1,708.86**

**PATROL ACTIVITY:**

- Unit #57 (2021): Patrolled 530 miles (Starting Miles: 11155, Ending Miles: 11827)
- Unit #58 (2019): Patrolled 993 miles (Starting Miles: 22260, Ending Miles: 22885)
- Unit #59 (2018): Patrolled 1,302 miles (Starting Miles: 72725, Ending Miles: 73732)

**Total Miles Patrolled: 2,304 miles.**

**CALLS FOR SERVICE:**

- Responded to and resolved 166 calls for service.

**TRAFFIC ENFORCEMENT:**

- Issued 80 Parking tickets.
- Issued and/or filed 1 Non-traffic citations.
- Issued and/or filed 40 Traffic citations.

**ARREST ACTIVITY:**

- Executed 6 Criminal arrests involving misdemeanors and/or felony charges.

**PERSONNEL UPDATES:**

Nothing to Report





**Coaldale Police Department**

**ADMINISTRATIVE UPDATES:**

- (2) batteries for radios from Greens Communication at \$150.00 each for a total of \$300.00

Thank you for your attention to this report.

Sincerely,

Joseph Krebs

RESOLUTION

WHEREAS, the Borough Council of the Borough of Coaldale, believes it necessary to amend or change its schedule of fees for property owners or persons in control of said real estate who have not paid their sewer transmission fees for a period of six (6) weeks or more after the due date for same that the Borough begin the process to turn off water to the premises for non-payment of the sewer transmission fee until such time as the sewer transmission fee is paid. The property owner or persons in control of said real estate shall be responsible for both the turn off and turn on fees charged relative to shutting off water to the premises as may be billed by the Lansford-Coaldale Water Authority.

NOW, THEREFORE, be it resolved that the Borough Council of the Borough of Coaldale hereby establishes that the Borough shall begin the process to turn off water servicing a premises when any property for which a property owner or person in control of said property does not pay the billed sewer transmission fee for a period of six (6) weeks or more after it is due.

BOROUGH COUNCIL OF COALDALE

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

by: \_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
Secretary



**ORDINANCE NO. 24-**

AN ORDINANCE OF THE BOROUGH OF COALDALE AMENDING BOROUGH ORDINANCE NO. 2023-03 OF THE CODE OF ORDINANCES REGARDING THE ESTABLISHMENT OF A RESIDENTIAL RENTAL HOUSING LICENSING AND INSPECTION SYSTEM AND TO ESTABLISH ADMINISTRATIVE PROVISIONS, FEES AND PENALTIES FOR VIOLATION THEREOF AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ANY ORDINANCES IN CONFLICT THEREWITH

**BE IT ORDAINED BY THE COUNCIL OF THE BOROUGH OF COALDALE, SCHUYLKILL COUNTY, PENNSYLVANIA, AS FOLLOWS:**

The following is hereby adopted as additional terms and requirements for the issuance of a Residential Rental License in accordance with the terms of Coaldale Borough Ordinance No. 2023-03

**SECTION 103. Owner’s Duties**

**A. General**

10. The Owner or person in control of the residential rental property shall provide proof of Homeowner’s or liability insurance in an amount equal to the replacement value of said real estate.

**SECTION 105. Licenses and Inspections**

**A. Licenses Requirement**

1. a. ii The owner has provided information concerning proof of Homeowners’s or liability insurance equal to or better than the replacement costs of the real property.

As to all other matters, Ordinance No 2023-03 is hereby ratified and this Amendment shall be effective immediately upon adoption.

**DULY ENACTED AND ORDAINED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024**

By the Council of the Borough of Coaldale, Schuylkill County, Pennsylvania.

BOROUGH OF COALDALE  
SCHUYLKILL COUNTY, PENNSYLVANIA

BY: \_\_\_\_\_  
PRESIDENT

ATTEST: ✓

\_\_\_\_\_  
BOROUGH SECRETARY

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
MAYOR