

COALDALE BOROUGH MEETING AGENDA
221/223 THIRD ST., COALDALE PA 18218
March 12, 2024, 7:00 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.

Approval of Previous Minutes

Treasurer Report / Approval of Bills

- Applied for new credit card PLIGHT

Mayor's Report

- Memorandum of understanding – Blueprint communities

President's Report

- Setting a Present sanitation fee to cover administrative payroll.
- STMP Grant approval
- CFR -grant
- Delinquent Per capital Report
- Tamaqua Animal Rescue – Donation
- Adopt resolution – fee scale

Secretary's Report

- Election day letter to school board
- Ordinance 2021 -4- Please review
- Act 57 or 2022 property tax penalty wavier provisions
- Rental applications (Management company / Owner) – Need date for them to be returned without penalty due to us sending them out late.

Certificate of occupancy

Police Report (Stoffey)

Solicitor Report (Attorney Yurchak)

Fire Report (Adamitis)

Code Enforcement / Zoning Reports

Jr. Councilperson Report

Committee Reports:

- Administration- (Gavornik)
 - Resignation letter
 - Resolution for new hire employees
 - Webinar July 24th - Treasurer \$45
 - Request for basketball refund – We canceled due to lack of power.
- Buildings / Complex- (Hutta) -Meeting with schoolboard 2/9/24
 - Gym Rental report
 - Update forms and policies.
 - Exterminator pricing
- Demolition / Grants- (Figner)
 - DEMO grant – 6 properties.

- Finance / Utilities- (Gavornik)
 - Sanitation contract -Add to be announced by solicitor
 - Future bills – no discount
 - Reminder sanitation contract up as if July 1st
- Handicap- (Figner)
 - Appoint numbers for the handicap spots.
- Memorial-(Krapf)
- Police- (Stoffey)
 - Memorandum of understanding
 - Resignation Letter
 - Cell Removal
 - Power DMS Program
- Police Pension (Remington)
- Recreation- (Stoffey)
 - Upcoming events – March 25th easter egg hunt
 - Community yard sale May 18 & 19th
 - Spring clean-up May 25th
- Streets- (Hutta/Adamitis)
 - Bullrun St private property
- Old Business
 - Snow plowing
 - No payment on vehicles on borough property – tow
 - C.H.O.S.E no response – camera return – activities, board members or finances
- New Business
 - Additions to fee schedule 2024 zoning
 - Historical society – trophies

Executive Session at 6:30 PM

Adjournment

**SAMPLE RESOLUTION TO IMPLEMENT ACT 57 OF 2022
PROPERTY TAX PENALTY WAIVER PROVISIONS**

PSATS developed this sample resolution to help townships comply with [Act 57 of 2022](#), which takes effect October 10, 2022. Act 57 requires all municipalities, school districts, and counties that levy a real estate tax to adopt a resolution or ordinance directing their tax collector to implement the act's provisions for the tax years beginning on or after January 1, 2023. Townships have from October 10, 2022 (when the act takes effect) to January 9, 2023, to adopt a resolution or ordinance implementing the act.

A RESOLUTION of the Board of Supervisors of _____ Township,
_____ County to implement Act 57 of 2022.

WHEREAS, Act 57 of 2022, amending the Local Tax Collection Law, was signed by Governor Wolf on July 11, 2022, and takes effect on October 10, 2022; and

WHEREAS, Act 57 requires taxing districts that impose taxes on the assessed value of real property to adopt a resolution or ordinance within 90 days of the effective date of the act, or not later than January 9, 2023, directing the tax collector to waive additional charges for real estate taxes in certain situations; and

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector of _____ Township comply with the provisions of Act 57 and this resolution for tax years beginning on or after January 1, 2023.

DEFINITIONS

The following words and phrases shall have the meanings given to them within this resolution unless the context clearly indicates otherwise:

Additional charge: Any interest, fee, penalty, or charge accruing to and in excess of the face amount of the real estate tax as provided in the real estate tax notice.

Qualifying event:

1. For the purposes of real property, the date of transfer of ownership.
2. For manufactured or mobile homes, the date of transfer of ownership or the date a lease agreement commences for the original location or relocation of a manufactured or mobile home on a parcel of land not owned by the owner of the manufactured or mobile home. The term does not include the renewal of a lease for the same location.

Tax Collector: The elected tax collector for _____ Township, _____ County, any authorized or designated delinquent tax collector, the _____ County Tax Claim Bureau, or any alternative collector of taxes as provided for in the act of July 7, 1947 (P.L.1368, No.542), known as the "Real Estate Tax Sale Law," an employee, agent or assignee authorized to collect the tax, a purchaser of claim for the tax or any other person authorized by law or contract to secure collection of, or take any action at law or in equity against the person or

property of the taxpayer for the real estate tax or amounts, liens or claims derived from the real estate tax.

WAIVER

The Tax Collector shall, for tax years beginning on and after January 1, 2023, grant a request to waive additional charges for real estate taxes if the taxpayer does all of the following:

- A. Provides a waiver request of additional charges, on a form provided by the state Department of Community and Economic Development, to the Tax Collector in possession of the claim within twelve (12) months of a qualifying event;
- B. Attests that a tax notice was not received; and
- C. Provides the Tax Collector in possession of the claim with one of the following:
 - 1. A copy of the deed showing the date of real property transfer; or
 - 2. A copy of the title following the acquisition of a mobile or manufactured home subject to taxation as real estate showing the date of issuance or a copy of an executed lease agreement between the owner of a mobile or manufactured home and the owner of a parcel of land on which the mobile or manufactured home will be situated showing the date the lease commences; and
- D. Pays the face value amount of the tax notice for the real estate tax with the waiver request.

ADOPTED by _____ this ____ day of the month of _____, 2022.

ATTEST: _____ TOWNSHIP

This sample resolution was developed in conjunction with members of the Township Solicitors Association and is provided as an informational resource to townships to use in developing their own resolution or ordinance. PSATS does not guarantee the legal effectiveness of this example and encourages township officials and employees to discuss proposed resolutions with their solicitor.

MEMORANDUM OF UNDERSTANDING

Blueprint Communities® – 2024 Pennsylvania Cohort

This Memorandum of Understanding (“MOU”) is entered into as of 20th day of February 2024 by and among the Federal Home Loan Bank of Pittsburgh (“Bank” or “FHLBank Pittsburgh”), Pennsylvania Downtown Center, Inc. (“PDC”), and the **Panther Valley Communities** comprised of Coaldale, Lansford, Nesquehoning, and Summit Hill Boroughs (“Community”).

A. Purpose. The Community is an applicant for the 2024 cohort of the Pennsylvania Blueprint Communities program. Developed and implemented by FHLBank Pittsburgh in 2005, the Blueprint Communities initiative creates momentum for revitalizing older communities and neighborhoods by building strong local leadership, collaboration and development capacity; developing sound local and regional planning skills; and encouraging coordinated investments in targeted communities by public and private funders. This MOU outlines the roles, responsibilities and timeframe applicable to participation in this program.

B. Roles and Responsibilities.

Community Responsibilities

- If selected, the Community shall abide by the License Agreement to Use Blueprint Communities® Name and Design (“License Agreement”) for use of the registered service marks of the Bank, into which License Agreement the terms of this MOU are incorporated by reference and are made an integral part thereof. The Community shall utilize the Blueprint Communities brand appropriately as outlined in the License Agreement. The License Agreement shall be executed by no later than February 20, 2024.
- If selected, the Community shall provide a \$2,000 participation deposit to PDC by no later than March 15, 2024. If each Community team member attends at least 2/3 of the group trainings and at least 2/3 of the monthly community meetings/trainings through December 31, 2025, the \$2,000 participation deposit (without interest) shall be made available to the Community to use as a project mini-grant, provided by PDC after graduation.
- If selected, the Community shall submit to PDC a council-passed resolution in support of the Blueprint Communities program by no later than April 12, 2024.
- If a Community team member can no longer participate in the program, they are expected to assist in finding a replacement. If during the Community’s designation as a Blueprint Community, the FHLBank Pittsburgh member bank is no longer able to participate, the Community must partner with an existing FHLBank Pittsburgh member to maintain the designation.
- If selected, the Community shall prepare a short photo slideshow presentation or video presentation to introduce their community at the Blueprint Communities Kickoff on April 29-30, 2024. A copy of the presentation is due to PDC by no later than April 12, 2024. Additional details to be provided by PDC.

"Blueprint Communities" is a registered service mark of the Federal Home Loan Bank of Pittsburgh

D. OMWI Regulatory Compliance. The Community agrees to practice the principles of equal employment opportunity and non-discrimination in all its business activities. In addition, Community agrees to include this clause in each subcontract it enters into for services or goods pursuant to this MOU. Upon the Bank's request, the Community agrees to respond to the Bank's diverse subcontractor reporting survey.

C. Timeframe. The period of performance for this MOU is from February 20, 2024 until December 31, 2034 ("Termination Date"), or if prior to the Termination Date, as determined by the Bank, until the Community is no longer designated as a Blueprint Community by FHLBank Pittsburgh.

- Overall program design and branding
- Coordinate program recertification and evaluation
- Review program reports submitted by PDC

Bank Responsibilities

- Reach out to selected communities with specific instructions and guidance documents
- Administer the Blueprint Communities program in Pennsylvania as outlined in all relevant contracts between PDC and the Bank

PDC Responsibilities

- If selected, the Community shall notify PDC of any changes in the Community team membership and provide new contact information, as necessary.
- If selected, the Community shall participate in the Blueprint Communities evaluation process which occurs in years two (2), five (5) and ten (10) of the program, and annual check-in calls in years one (1), three (3), four (4), six (6), seven (7), eight (8) and nine (9) of the program.
- If selected, the Community shall track and report on the following information on an annual basis for the purposes of evaluation:
 - Jobs created/retained in Community
 - Housing units constructed/rehabilitated in Community
 - Businesses created/retained in Community
 - Type, source and amount of funding that the team has been able to raise, and leverage from the grants provided in the program.
 - Type, source and amount of broader resources spent on projects identified in the Blueprint Communities plan or stemming from a goal in the plan. This includes public infrastructure projects, private, and non-profit developments.
 - Additional items as requested by FHLBank Pittsburgh

This MOU is the complete agreement among the Bank, PDC, and the Community and may be amended only by written agreement signed by each of the parties involved.

FEDERAL HOME LOAN BANK OF PITTSBURGH

By: *John Bendel*
John Bendel (Feb 19, 2024 08:03 EST)

Name: John Bendel Title: Sr. Director, Community Investment

PENNSYLVANIA DOWNTOWN CENTER, INC.

By: *Julie Fitzpatrick*

Name: Julie Fitzpatrick Title: Executive Director

COMMUNITY NAME: Coaldale Borough

By (Local Govt): *CLR*
Claire Remington (Feb 18, 2024 21:45 EST)

Name: Claire Remington Title: President

COMMUNITY NAME: Lansford Borough

By (Local Govt): *Bruce Markovich*
Bruce Markovich (Feb 17, 2024 02:58 EST)

Name: Bruce Markovich Title: Council President

COMMUNITY NAME: Nesquehoning Borough

By (Local Govt): *David Hawk*
David Hawk (Feb 17, 2024 17:51)

Name: David Hawk Title: Borough Council President

COMMUNITY NAME: Summit Hill Borough

By (Local Govt): *David Wargo*
David Wargo (Feb 17, 2024 17:52 EST)

Name: David Wargo Title: Borough Council President

COMMUNITY NAME: Panther Valley Communities

By (Fiscal Agent): *Kathy Henderson*

Name: Kathy Henderson Title: Executive Director

2024_Blueprint_MOU_Panther Valley SD

Final Audit Report

2024-02-19

Created:	2024-02-14
By:	Julie Fitzpatrick (juliefitzpatrick@padowntown.org)
Status:	Signed
Transaction ID:	CBJCHBCAABA90WUHXIMjwzR6wqsgswTFpqd8XyIHsRddg

"2024_Blueprint_MOU_Panther Valley SD" History


- Document created by Julie Fitzpatrick (juliefitzpatrick@padowntown.org)
2024-02-14 - 4:59:19 AM GMT - IP address: 50.77.97.189
- Document emailed to Kathy Henderson (khenderson@carboncountychamber.org) for signature
2024-02-14 - 4:59:23 AM GMT
- Email viewed by Kathy Henderson (khenderson@carboncountychamber.org)
2024-02-14 - 8:38:12 PM GMT - IP address: 24.229.44.151
- Document e-signed by Kathy Henderson (khenderson@carboncountychamber.org)
Signature Date: 2024-02-14 - 8:39:13 PM GMT - Time Source: server- IP address: 24.229.44.151
- Document emailed to Claire Remington (cremington16@ptd.net) for signature
2024-02-14 - 8:39:15 PM GMT
- Email viewed by Claire Remington (cremington16@ptd.net)
2024-02-16 - 11:45:31 PM GMT - IP address: 24.229.58.37
- Document e-signed by Claire Remington (cremington16@ptd.net)
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- Document emailed to Bruce Markovich (bmarkovich@lanstorboro.com) for signature
2024-02-16 - 11:46:56 PM GMT
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- Document e-signed by Bruce Markovich (bmarkovich@lanstorboro.com)
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- Document emailed to David Hawk (dahawk@ptd.net) for signature
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2024-02-17 - 9:15:07 PM GMT- IP address: 24.102.219.35

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Signature Date: 2024-02-17 - 9:17:27 PM GMT - Time Source: server- IP address: 24.102.219.35

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2024-02-17 - 9:17:28 PM GMT

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2024-02-17 - 10:48:55 PM GMT- IP address: 173.184.101.81

 Document e-signed by David Wargo (davidwargoshboro@gmail.com)


Signature Date: 2024-02-17 - 10:52:19 PM GMT - Time Source: server- IP address: 173.184.101.81

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2024-02-17 - 10:52:20 PM GMT

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2024-02-18 - 2:41:01 PM GMT- IP address: 75.165.39.37

 Document e-signed by Julie Fitzpatrick (juliefitzpatrick@padowntown.org)


Signature Date: 2024-02-18 - 2:41:47 PM GMT - Time Source: server- IP address: 75.165.39.37

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2024-02-18 - 2:41:48 PM GMT

 Email viewed by John Bendel (john.bendel@fhlb-pgh.com)

2024-02-19 - 1:02:33 PM GMT- IP address: 104.47.65.254

 Document e-signed by John Bendel (john.bendel@fhlb-pgh.com)

Signature Date: 2024-02-19 - 1:03:11 PM GMT - Time Source: server- IP address: 204.180.133.131

 Agreement completed.

2024-02-19 - 1:03:11 PM GMT



COALDALE BOROUGH POLICE CONTRACT

MEMORANDUM OF UNDERSTANDING

JANUARY 1, 2022 TO DECEMBER 31, 2025

WHEREAS, in light of the pay raises given by the Borough Council of Coaldale to Borough employees including the Borough Police Department covered by the police contract during the COVID crisis the parties have reached an understanding relative to incorporating said raises into the current contract; and.

WHEREAS, it is expressly understood that this Memorandum of Understanding pertains only to the Two Dollar per hour(\$2.00/hour) raise granted to the Borough Police on top of the salaries specified in the current contract and shall be considered as an addendum to the main contract.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN the parties that the \$2.00 per hour raise per employee given by the Borough Council during the COVID crisis to Borough Police officers covered by the current police contract shall be added onto the specified salary amount for officers in the current contract. This provision is to be considered as an addendum to the contract provisions already previously agreed to between the parties herein and shall serve as clarification as to the payment of salaries for borough police officers covered by the current contract in the event of the separation of employment of a Police officer from employment with the Borough.

The consideration for this Memorandum of Understanding is the mutual promises and covenants made herein by the parties.

As to all other aspects of the contract between the parties all other provisions not in contradiction herewith are hereby ratified.

**CONFLICT OF INTEREST
ABSTENTION MEMORANDUM**

TO: Council Secretary, Coaldale Borough
FROM: Francis Hutha Council member
DATE: 2/13/2024

Pursuant to Pennsylvania's "Public Official and Employee Ethics Law" I hereby declare that I am required to abstain regarding the following issue/motion:

Repairs To Coaldale Complex
Closing off Windows

My conflict/reason for abstaining is as follows:

I AM the Parent of the
Contractor Hired:

Francis Hutha

-Signature of Council Members

Note: Section 3(J) requires the following procedure:

"Any public official or public employee, who in the discharge of his official duties, would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his interest as a public record in a written memorandum filed with the person responsible for recording the minutes for the meeting at which the vote is taken"



Coal Dale Police Department

MONTHLY POLICE REPORT February 2024

FINANCIAL SUMMARY:

- District Justice Fines: \$985.73
- Parking Tickets: \$125.00
- Moving Permits: \$100.00
- Accident Reports: \$140.00

Total Revenue: \$1,400.73

PATROL ACTIVITY:

- Unit #57 (2021): Patrolled 8,491 miles (Starting Miles: 8522, Ending Miles: 10013)
- Unit #58 (2019): Patrolled 2,451 miles (Starting Miles: 17641, Ending Miles: 20092)
- Unit #59 (2018): Patrolled 2,750 miles (Starting Miles: 67710, Ending Miles: 70460)

Total Miles Patrolled: 6,692 miles.

CALLS FOR SERVICE:

- Responded to and resolved 124 calls for service.

TRAFFIC ENFORCEMENT:

- Issued 8 Parking tickets.
- Issued and/or filed 4 Non-traffic citations.
- Issued and/or filed 20 Traffic citations.

ARREST ACTIVITY:

- Executed 3 Criminal arrests involving misdemeanors and/or felony charges.

PERSONNEL UPDATES:

- Acknowledged the resignation of Joshua Tom. (See attached resignation letter.)



Coaldale Police Department

ADMINISTRATIVE UPDATES:

- Completed ammunition acquisition in New Jersey on 03/01/2024 for the year.
- Discussed the potential removal of the Cell Block. The police department expresses a preference to retain the door. The fire department has generously offered to dismantle it at no cost, utilizing the occasion for a training day.

Thank you for your attention to this report.

Sincerely,

Interim Chief Joseph Krebs



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

February 26, 2024

Ms. Claire Remington
Council President
Coaldale Borough
221-223 Third Street
PO Box 116
Coaldale, PA 18218

Dear Ms. Remington:

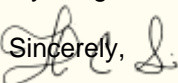
On behalf of Governor Josh Shapiro, it is my pleasure to inform you that the Department of Community and Economic Development (DCED) has approved a grant in the amount of \$54,000 for Coaldale Borough for your Phase 1 project. These funds are provided through the Department's Strategic Management Planning Program and will be used for the development and implementation of a five-year financial management plan. Your project enhances Governor Shapiro's efforts to revitalize and grow communities in Pennsylvania.

Please accept my sincere congratulations on the award of the grant. Projects such as this significantly improve the capability of local governments to deliver services more efficiently and effectively, and to promote growth and community improvements.

You will soon receive copies of the contract documents for this project. It is important that you follow the instructions accompanying these documents and that you execute and return them to the Department as soon as possible. It is also critical that you expeditiously address and comply with any special conditions that may be contained in your contract. As soon as you receive a copy of the fully executed contract and complete other applicable program requirements you may begin to requisition project funds. If you have any questions concerning your grant or request technical assistance with the implementation of the grant, please contact your Account Manager, Lisa Burns at 570-963-4573 in the Governor's Center for Local Government Services.

The Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.; 34 Pa. Code § 9.101 et seq.) appears not to be applicable to this project. The Grant Recipient is likely not responsible for including prevailing wage rates in all bid documents, specifications, and construction contracts pertaining to the Project. The Department of Labor and Industry has final authority to make all prevailing wage applicability determinations.

My congratulations and best wishes for a successful project.

Sincerely, 

Frederick C. Siger
Secretary