

**FRACKVILLE BOROUGH COUNCIL
REGULAR MEETING
MARCH 11, 2015**

Agenda: 6:00 P.M. Workshop and 7:00 p.m. Meeting

- 1. Approval of Minutes**
- 2. Economic Development Report**
- 3. Personnel Report**
- 4. Finance Report**
 - a. Treasurer's Report**
 - b. Bills for Payment**
- 5. Mayor's Report**
 - a. Chief of Police Report**
 - b. Fire Chief Report**
 - c. Code Enforcement report**
- 6. Street/Sewer Report**
- 7. Property Report**
- 8. Law & Order Report**
- 9. Sanitation Report**
- 10. Recreation Report**
- 11. Light/Water Report**
- 12. Old Business**
- 13. New Business**
 - a. Copier Contract Renewal**
- 14. Citizen Comments**
- 16. Adjourn**

FRACKVILLE BOROUGH COUNCIL
REGULAR MEETING
FEBRUARY 11, 2015

The regular meeting of the Frackville Borough Council opened with the "Pledge of Allegiance to the Flag". President Jordan presided. Council members, Berger, Creasy, Domalakes, Gotshall, Morgan, Zuber, along with Mayor Phillips, Secretary/Treasurer Deeter, Solicitor Semanchik and a few citizens were in attendance.

MINUTES

A motion to accept the January 2015, minutes was made by Mr. Berger, seconded by Mr. Creasy. All in favor 7 – 0. Motion carried.

ECONOMIC DEVELOPMENT REPORT

Mr. Gotshall said there will be a meeting on February 23, 2015, at 7:00 p.m. in the borough council chambers .

A motion to accept the economic development report was made by Ms. Domalakes, seconded by Mr. Morgan. All in favor 7 – 0. Motion carried.

PERSONNEL REPORT

A motion to discharge probationary police officer James Patterson was made By Mr. Morgan seconded by Mr. Gotshall. Roll call vote went as follows: Berger, Creasy, Domalakes, Gotshall, Morgan, Zuber, and Jordan all voted yes. Motion carried.

A motion to hire Philip Petrus as a full time police officer effective immediately as per the contract was made by Mr. Morgan, seconded b y Mr. Berger. Roll call vote went as follows: Creasy, Domalakes, Gotshall, Morgan, Zuber, Berger, and Jordan all voted yes. Motion carried.

A motion to accept the personnel report was made by Mr. Berger, seconded by Mr. Zuber. All in favor 7 – 0. Motion carried.

FINANCE REPORT

Treasurer's Report

The treasurer's report was presented and same accepted on the motion of Mr. Morgan, seconded by Mr. Berger. All in favor 7 – 0. Motion carried. A copy of the report is attached to the minutes.

Bills for Payment

The bills for payment were presented and same accepted on the motion of Mr. Morgan, seconded by Mr. Berger. Roll call vote went as follows: Domalakes , Gotshall, Morgan, Zuber, Berger, Creasy, and Jordan all voted yes. Motion carried. A copy of the bills is attached to the minutes.

Mr. Zuber recuses from the Master Supply bill.

A motion to accept the finance report was made by Mr. Gotshall, seconded by Mr. Berger. All in favor

7 – 0. Motion carried.

MAYOR'S REPORT

Chief of Police Report

The chief of police report was presented and same accepted on the motion of Mr. Creasy, seconded by Mr. Morgan. All in favor 7 – 0. Motion carried. A copy of the report is attached to the minutes.

Fire Chief Report

The fire chief report was presented and same accepted on the motion of Mr. Creasy, seconded by Mr. Morgan. All in favor 7 – 0. Motion carried. A copy of the report is attached to the minutes.

A motion to accept the mayor's report was made by Mr. Creasy, seconded by Mr. Morgan. All in favor 7 – 0. Motion carried.

STREET/SEWER REPORT

The street report was presented and same accepted on the motion Mr. Gotshall, seconded by Mr. Berger. All in favor 7 – 0. Motion carried.

A motion to purchase a 2015 F350 crew cab in the amount of \$31,993.00 under the costar program was made by Mr. Creasy, seconded by Mr. Morgan. Roll call vote went as follows: Gotshall, Morgan, Zuber, Berger, Creasy, Domalakes, and Jordan all voted yes. Motion carried.

A motion to purchase a plow with a reflector in the amount of \$4,750.00 was made by Mr. Creasy, seconded by Mr. Gotshall. Roll call vote went as follows: Morgan, Zuber, Berger, Creasy, Domalakes, Gotshall, and Jordan all voted yes.

A motion to purchase a spreader in the amount of \$5,100.00 was made by Mr. Creasy, seconded by Mr. Berger. Roll call vote went as follows: Zuber, Berger, Creasy, Domalakes, Gotshall, Morgan, and Jordan all voted yes. Motion carried.

A motion to accept the street/sewer report was made by Mr. Gotshall, seconded by Mr. Berger. All in favor 7 – 0. Motion carried. A copy of the report is attached to the minutes.

PROPERTY REPORT

Mr. William Perulis from Ken Tire is purchasing Lehigh and East Laurel Street property for their business.

A motion to give conditional approval to start the process contingent upon UCC approval and the parking condition was made by Mr. Berger, seconded by Mr. Morgan. Roll call vote went as follows: Berger, Creasy, Domalakes, Gotshall, Morgan, Zuber, and Jordan all voted yes. Motion carried.

A motion to accept the property report was made by Mr. Zuber, seconded by Ms. Domalakes. All in favor 7 – 0. Motion carried.

SANITATION REPORT

Mr. Gotshall asked everyone to listen to the radio check on facebook on reference to sanitation changes.

A motion to accept the sanitation report was made by Mr. Zuber, seconded by Mr. Berger. All in favor

7 – 0. Motion carried.

RECREATION REPORT

A motion to approve the fireworks for June 28, 2015, at dusk including insurance and use of baracades was made by Ms. Domalakes, seconded by Mr. Berger. All in favor 7 - 0. Motion carried.

The rain date will be Monday.

A motion to accept the recreation report was made by Mr. Morgan, seconded by Mr. Zuber. All in favor 7 – 0. Motion carried.

LIGHT/WATER REPORT

Mr. Creasy said the school blinking signs will be taken down in the spring. A motion to accept the light/water report was made by Mr. Berger, seconded by Mr. Zuber. All in favor 7 – 0. Motion carried.

OLD BUSINESS

A motion to allow the borough not to exceed \$400.00 in setting up the new phone system was made by Mr. Gotshall, seconded by Mr. Berger. Roll call vote went as follows: Creasy, Domalakes, Gotshall, Morgan, Zuber, Berger, and Jordan all voted yes. Motion carried.

A motion to have Donna Kulpovicz as the Deputy Tax Collector instead on Joseph Huth was made by Ms. Domalakes, seconded by Mr. Zuber. Roll call vote went as follows: Domalakes, Gotshall, Morgan, Zuber, Berger, Creasy, and Jordan all voted yes. Motion carried.

NEW BUSINESS

The Whipporwill is requesting permission for games of chance. The Solicitor will take care of this.

Council met in executive session from 6:35 p.m. to 7:25 p.m. for personnel and property issues.

CITIZEN COMENTS

Ron Leim – Center St., Frackville

Mr. Leim would like to see parallel parking on a section of Lehigh Avenue due to it being very dangerous and can cause an accident.

A motion to adjourn was made by Ms. Domalakes, seconded by Mr. Creasy. All in favor 7 – 0. Motion carried.

ATTEST:



Brenda Deeter
Secretary/Treasurer

TREASURER'S REPORT

3/11/15

GENERAL FUND CHECKING ACCOUNT

10,069.50

GENERAL FUND SAVINGS ACCOUNT

79,256.45

STATE AID CHECKING ACCOUNT

100.00

STATE AID SAVINGS ACCOUNT

1,000.00

PLGIT

87,610.50

****TOTAL OF ALL ACCOUNTS****

178,036.51

DELINQUENT REAL ESTATE TAXES OWED FOR THE FOLLOWING YEARS:

2003

107.40

2012

9630.07

2004

0

2013

45125.96

2005

79.04

2014

88,556.95

2006

0

2007

174.72

2008

1259.86

2009

953.10

2010

11,718.77

2011

17,895.08

****TOTAL DELINQUENT TAXES OWED****

175,500.95

Check Register**Frackville Borough**

10-Mar-15

Check No	Check Date	Vendor No	Vendor Name	Check Amount
GENERAL FUND				
12893	3/10/2015	207	AMERICAN ROCK SALT COMPAN	\$4,616.00
12894	3/10/2015	485	Auto Diesel Electric	\$112.96
12895	3/10/2015	410	Bear Ridge	\$2.00
12896	3/10/2015	16	BERKHEIMER ASSOCIATES	\$1,310.84
12897	3/10/2015	21	CAPITAL BLUE CROSS	\$16,574.67
12898	3/10/2015	26	CENTRAL HIGHWAY OIL COMPA	\$2,404.25
12899	3/10/2015	304	Entech Engineering	\$1,000.00
12900	3/10/2015	271	fastenal Company	\$60.47
12901	3/10/2015	443	Janice Huth	\$3,056.36
12902	3/10/2015	262	Klingamans Inc.	\$72.26
12903	3/10/2015	210	KREITZER SANITATION	\$11,050.00
12904	3/10/2015	444	Kreitzer Sanitation	\$412.22
12905	3/10/2015	439	Kreitzer Sanitation/Rec.	\$2,700.00
12906	3/10/2015	258	Mark Semanchik Esquire	\$2,385.92
12907	3/10/2015	113	MASTER SUPPLY	\$169.59
12908	3/10/2015	546	Minersville Auto Parts	\$108.10
12909	3/10/2015	124	MORGANS TEXACO	\$115.00
12910	3/10/2015	211	N.S. TRANSFER STATION	\$3,403.18
12911	3/10/2015	400	Paul Martin	\$100.00
12912	3/10/2015	277	Peifers Fire Protection	\$97.85
12913	3/10/2015	147	POTTSVILLE REPUBLICAN & HER	\$305.48
12914	3/10/2015	404	PPL Electric Utilities Corp.	\$233.86
12915	3/10/2015	509	Praxair Dist Mid Atlantic	\$84.15
12916	3/10/2015	149	PROSICKS ARCH ST. GARAGE	\$1,598.33
12917	3/10/2015	296	Public Safety Center, Inc.	\$103.15
12918	3/10/2015	223	SCHUYL INC.	\$49.50
12919	3/10/2015	165	SCHUYLKILL COUNTY TREASUR	\$641.28
12920	3/10/2015	351	Schuylkill Medical Center	\$180.00
12921	3/10/2015	174	SHUSTACKS WELDING	\$5.00
12922	3/10/2015	541	Susepnsion Repair Co.	\$1,431.22
12923	3/10/2015	185	THOMAS AUTO PARTS	\$32.15
12924	3/10/2015	528	Tony Kankowski	\$89.00
12925	3/10/2015	244	Tri County	\$17.35
12926	3/10/2015	376	YIS/Cowden Group Inc.	\$73.00
Bank Totals:				\$54,595.14

Kim Philips

MAYOR

Frackville Borough Police Dept.

**42 S Center St
Frackville, Pa 17931.**

SGT Livergood

Officer in Charge

(570)874-0238

(570)874-2917Fax

**METER/PARKING REPORT
FEBRUARY 2015**

PARKING TICKETS ISSUED----20

METER TICKETS ISSUED-----0

PARKING METERS THAT WERE REPAIRED ON LEHIGH AVE.

LETTERS SENT FOR PAYMENT--3

CITATIONS FILED-----1

FINES COLLECTED FROM TICKETS.2/14/15-\$114.00
2/27/15-\$85.00

YTD-\$369.00

PARKING PERMITS-2/14/15-\$40.00

YTD-\$790.00

Accident/Incidents Reports--2/14/15-\$45.00
2/27/15-\$60.00

YTD-\$195.00.

**PtIm Anthony Kankowski
Meter-Parking Officer.**

FRACKVILLE BOROUGH POLICE DEPARTMENT

42 SOUTH CENTER STREET

FRACKVILLE, PA 17931

(570) 874-0238

FAX (570)874-2917

MONTHLY POLICE REPORT

FOR THE MONTH OF

FEBRUARY 2015

TRAFFIC ACCIDENTS 6

TRAFFIC CITATIONS 12

WRITTEN WARNINGS (TRAFFIC VIOLATIONS) 0

NON-TRAFFIC CITATIONS (PA CRIMES CODE / BOROUGH ORDINANCE) 9

1 – DISORDERLY CONDUCT

0 – HARASSMENT

0 - PUBLIC DRUNKENNESS

3 –RETAIL THEFT

0 – GRASS / WEEDS (BORO)

0 - DOG LAW (BORO)

0 – SCATTERING RUBBISH

0 – CRIMINAL TRESPASS

0 – CRIMINAL MISCHIEF

0 – SOLICITING (BORO)

1 – REMOVAL OF JUNK, DEBRIS, ETC (BORO)

3 – REMOVAL OF SNOW & ICE (BORO) 1 – DEPOSITING OF SNOW & ICE ON ROADWAY (BORO)

CRIMINAL ARRESTS ADULT

A15-012 RETAIL THEFT

A15-013 SIMPLE ASSAULT / TERRORISTIC THREATS

A15-014 ACT 64 / CRIMINAL MISCHIEF

A15-015 BURGLARY, ROBBERY, AGGRAVATED ASSAULT, RELATED OFFENSES

A15-016 BURGLARY, ROBBERY, AGGRAVATED ASSAULT, RELATED OFFENSES

FRACKVILLE BOROUGH POLICE DEPARTMENT

42 SOUTH CENTER STREET

FRACKVILLE, PA 17931

(570) 874-0238

FAX (570)874-2917

A15-017 BURGLARY, ROBBERY, AGGRAVATED ASSAULT, RELATED OFFENSES

A15-018 BURGLARY, ROBBERY, AGGRAVATED ASSAULT, RELATED OFFENSES

CRIMINAL ARRESTS (JUVENILE)

N/A

FRACKVILLE BOROUGH POLICE DEPARTMENT

42 SOUTH CENTER STREET

FRACKVILLE, PA 17931

(570) 874-0238

FAX (570)874-2917

COMPLAINTS / INCIDENTS REQUIRING RESPONSE OF POLICE

12	ACTIVATED ALARMS
2	ASSAULTS
61	ASSISTANCE REQUESTED BY POLICE / FIRE / AMBULANCE / PUBLIC, ETC
1	BURGLARY
4	CRIMINAL MISCHIEF
4	CIVIL COMPLAINT
3	DOG OR ANIMAL COMPLAINTS
1	DISORDERLY CONDUCT OR FIGHT COMPLAINTS
9	DOMESTIC COMPLAINTS
5	HARASSMENT COMPLAINTS
0	HARASSMENT BY COMMUNICATIONS
1	JUVENILE COMPLAINTS
0	LOITERING COMPLAINTS
2	LOUD NOISE / DISTURBANCE
1	LOST / FOUND ITEM REPORTS
1	MISSING PERSONS REPORT
3	MENTAL HEALTH ASSISTANCE OR COMPLAINTS
6	MOTOR VEHICLE ACCIDENTS
0	NEIGHBOR DISPUTES
7	PARKING COMPLAINTS
13	SUSPICIOUS PERSONS / VEHICLES REPORT
1	TRESPASSING COMPLAINTS
9	THEFT COMPLAINTS
11	TRAFFIC COMPLAINTS OR ROAD HAZARD COMPLAINTS
7	UNATTENDED / ABANDONED VEHICLES TAGGED OR REMOVED
4	WARRANTS
82	MISC. / GENERAL INFORMATION
11	CODE ENFORCEMENT COMPLAINTS

TOTAL COMPLAINTS / INCIDENTS FOR THE MONTH = 261

TOTAL CALLS = 379

0 = METERS REPAIRED ON LEHIGH AVE

METER TICKETS ISSUED = 0

PARKING TICKETS ISSUED = 20

FRACKVILLE BOROUGH POLICE DEPARTMENT

42 SOUTH CENTER STREET
FRACKVILLE, PA 17931
(570) 874-0238
FAX (570)874-2917

MILEAGE ON THE PATROL VEHICLES FOR THE MONTH

UNIT # 71	2014 FORD TAURUS	403	MILES (5960)
UNIT # 72	2010 FORD EXP	949	MILES (50552)
UNIT # 73	2008 FORD VIC	392	MILES (85690)
	TOTAL MILEAGE	1744	MILES

REQUEST FOR ASSISTANCE TO OTHERS:

REQUEST TO PD

FIRE, EMS, & PUBLIC	36	0
DRUG TASK FORCE	0	0
DOMESTIC RELATIONS	0	0
PROBATION	0	0
ASHLAND POLICE	2	0
BUTLER TWP POLICE	7	3
GILBERTON POLICE	0	0
GIRARDVILLE POLICE	1	0
MAHANoy CITY POLICE	4	0
MAHANoy TWP POLICE	0	0
MINERSVILLE POLICE	1	0
NEW CASTLE TWP POLICE	0	0
PSP	1	0
POTTSVILLE POLICE	0	0
SCH CO SHERIFF	1	0
SHENANDOAH POLICE	2	1
ST. CLAIR POLICE	0	0
W. MAHANoy TWP POLICE	2	0

Respectfully Submitted,

SGT. MARVIN L LIVGOOD



GOOD WILL HOSE CO. NO. 1

P.O. BOX 25
FRACKVILLE, PENNSYLVANIA 17931



RESPONSES FOR FEBRUARY 2015

1st Due House Fires	0
Mutual Aid Structure Fires	0
Motor Vehicle Accidents	6
Motor Vehicle Accidents with Entrapment	0
Landing Zones	2
Medical Assist	1
Automatic Fire Alarm	10
Fire Reported Out	1
Carbon Monoxide Investigation	0
Fluids Down	0
Incoming Box Alarm	0
Odor Investigation	0
Pump Detail	0
Search and Rescue	0
Smoke Investigation	0
Stand By	0
Traffic Control	0
Transformer Fire	0
Unknown Type Alarm	0
Utilities Investigation	1
Vehicle Fire	1
Vehicle Leaking Fluids	0
Wires Down	1
Total Responses	23

STREETS REPORT FOR FEBRUARY

1. 3 LOADS OF SALT WERE DELIVERED AND PUT AWAY
2. MULTIPLE SNOW STORMS THROUGHOUT THE MONTH
3. SNOW AND ICE REMOVAL IS STILL ON GOING
4. A LOT OF REPAIRS TO THE TRUCKS, PLOWS, SPREADERS
5. THE F-750 WAS RETURNED WITH NEW TRANSMISSION
INSTALLED FROM PENN DIESEL
6. STATE REQUIRED REPAIRS HAVE BEEN STARTED AND FOR
THE MOST PART COMPLETED SOME MORE SPACKLING
MUST BE FINISHED
7. ASHES COLLECTED EVERY WED. IN THE MONTH

NOT A HOLE LOT TO REPORT. PLOWING
REMOVAL AND REPAIRING USED UP MOST
OF THE MONTHS HOURS. WE ONLY HAVE
2 PART-TIME GUY'S AND 1 FULL TIMER

THANK YOU P.W.D.
DON ZIMMERMAN

FEBRUARY GARBAGE TONS AND TOTALS

2/4/15 6.300 TN \$381.15

7.390 TN \$447.10

1.440 TN \$87.12

2/11/15 9.220 TN \$557.81

1.570 TN \$94.98

8.450 TN \$511.23

8.370 TN \$506.39

2/18/15 4.490 TN \$271.65

9.100 TN \$550.55

6.680 TN \$404.14

1.690 TN \$102.25

2/25/15 9.160 TN \$554.18

1.410 TN \$85.30

8.450 TN \$511.22

1.470 TN \$88.93

TOTAL COST FOR MONTH OF FEBRUARY IS \$ 5,154.00

:

DELINQUENT GARBAGE MONEY COLLECTED FOR FEBRUARY IS :

\$ 4,144.30



Kreitzer Sanitation, Inc.
Office 570.874-3047
Toll Free
866.KREITZER
Office
101 Firemans Rd
Frackville, Pa. 17931

Frackville Borough

To Whom It May Concern

From our records, we are reporting the following information regarding the borough's recyclables collected for the calendar year 2014.

Total amount of recyclables collected: 178.46 tons

If you have any additional questions, please contact our office at 570-874-3047.

Sincerely

Doug Howell
Manager
Kreitzer Sanitation

EXPECT CONSISTENCY.

NOTICE

NOTICE IS HEREBY GIVEN that Council of the Borough of Frackville will consider to adopt and enact the following Ordinance on Wednesday, March 11, 2015, at 7:00 p.m. during its meeting to be held at the Borough Office, 42 South Center Street, Frackville:

AN ORDINANCE OF THE BOROUGH OF FRACKVILLE AMENDING CHAPTER 15, MOTOR VEHICLES AND TRAFFIC, PART 4 - GENERAL PARKING REGULATIONS, SECTION 402 - PARKING PROHIBITED AT ALL TIMES IN CERTAIN LOCATIONS; AND SECTION 408 - ANGLE PARKING REQUIRED ON PORTIONS OF CERTAIN STREETS

A copy of the proposed Ordinance is available for inspection by any citizen at the Borough Office, 42 South Center Street, Frackville, and the Law Library, Schuylkill County Courthouse, Pottsville, during regular business hours.

Persons with disabilities may request auxiliary aids and services by calling the Borough Office at 570-874-3860, as applicable, within 48 hours of the meeting.

By order of:
BOROUGH OF FRACKVILLE

Mark Semanchik, Esquire
Solicitor

BOROUGH OF FRACKVILLE
SCHUYLKILL COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE OF THE BOROUGH OF FRACKVILLE AMENDING CHAPTER 15, MOTOR VEHICLES AND TRAFFIC, PART 4 - GENERAL PARKING REGULATIONS, SECTION 402 - PARKING PROHIBITED AT ALL TIMES IN CERTAIN LOCATIONS; AND SECTION 408 - ANGLE PARKING REQUIRED ON PORTIONS OF CERTAIN STREETS

BE IT ENACTED AND ORDAINED by Council of the Borough of Frackville, Schuylkill County, Pennsylvania, and it is hereby enacted and ordained as follows:

SECTION 402. PARKING PROHIBITED AT ALL TIMES IN CERTAIN LOCATIONS is hereby amended to include the following location:

<u>Street</u>	<u>Side</u>	<u>Between</u>
Lehigh Avenue	East	Spruce Street northwardly to Laurel Street -- 500 ft.

All other parts of this Section shall remain in full force and effect.

SECTION 408. ANGLE PARKING REQUIRED ON PORTIONS OF CERTAIN STREETS. All angle parking -- whether on the East and/or West side of Lehigh Avenue - is eliminated.

All other parts of this Section shall remain in full force and effect.

The remaining sections of the Ordinance adopted on December 14, 1998, shall remain in full force and effect.

ENACTED and ORDAINED this _____ day of _____, 2015, by Council of the Borough of Frackville in lawful session duly assembled.

ATTEST:

BOROUGH OF FRACKVILLE

Secretary

By: _____
President, Borough Council

APPROVED:

Mayor

Law Office of
=====*Mark Semanchik, Esquire*=====

***44 North Balliet Street
Frackville, PA 17931***

(570) 874-4700

(570) 874-4034 (fax)

Writer's E-Mail:
marksemanchiklaw@gmail.com

March 2, 2015

REPUBLICAN & HERALD
111 Mahantongo Street
Pottsville, PA 17901

RE: Publication of Notice


Dear Sir or Madam:

I would appreciate if you would publish the enclosed Notice one time as soon as possible but no later than the Wednesday, March 4, 2015 edition. If you should encounter any difficulties in publishing this Notice as requested, please notify us immediately.

Please forward the Proof of Publication and the bill for same directly to Ms. Brenda Deeter, Secretary, Borough of Frackville, 42 South Center Street, Frackville, PA, 17931.

Your anticipated cooperation with this request is greatly appreciated.

Very truly yours,



Mark Semanchik, Esquire

MS:alz

Enclosure

Law Office of
=====*Mark Semanchik, Esquire*=====

44 North Balliet Street
Frackville, PA 17931

(570) 874-4700

(570) 874-4034 (fax)

Writer's E-Mail:
marksemanchiklaw@gmail.com

March 2, 2015

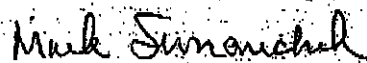
Mr. William J. Parulis, P.E., P.L.S.
WJP Engineers
1406 Laurel Boulevard
Pottsville, PA 17901

RE: Ken's Tire, Inc.
Land Development Plan

Dear Mr. Parulis:

As a follow up to your discussion with Borough Council on February 11, 2015 regarding the Development Plans of Ken's Tire for the property located at the corner of South Lehigh Avenue and East Laurel Street, Frackville, and to clarify the parking prohibition along the east side of Lehigh Avenue, Borough Council will consider the adoption of an Ordinance accomplishing same during its next meeting to be held on March 11, 2015. If such action is taken, a copy of the Ordinance will be forwarded to be included in the application process for the PennDOT Highway Occupancy Permit.

Very truly yours,



Mark Semanchik, Esquire

MS:alz

cc: William C. Reiley, Esquire
Frackville Borough Council

SCHUYLKILL COUNTY COURTHOUSE

BOARD OF COMMISSIONERS
FRANK J. STAUDENMEIER, CHAIRMAN
GEORGE F. HALCOVAGE, JR.
GARY J. HESS



GARY R. BENDER
DIRECTOR OF COMMUNITY DEVELOPMENT
AND CENTRAL SERVICES
PHONE: (570) 628-1222 FAX: (570) 628-1210
Cell: 717-364-6686
E-mail: gbender@co.schuylkill.pa.us

SCHUYLKILL COUNTY COURT HOUSE
401 NORTH SECOND STREET
POTTSVILLE, PA 17901-1756

February 4, 2015

RE: 2015 Schuylkill County Demolition Assistance Program

Greetings:

The County has been asked to survey municipalities as to structures that are on your waiting list for demolition **if funding becomes available**.

To facilitate the County's development of this list we request that you please provide the following information on or before May 1, 2015. The County will then compile the information and work with you on prioritizing.

* A list of structures which the municipality desires to have demolished. Such structures must pose a threat to the public health, safety and welfare.

* A draft budget of the anticipated cost of demolishing the buildings submitted for the program.

Should you have any questions or concerns, please contact Gary Bender at 570- 628-1222 Or Michelle O'Connell at 570- 628-1206.

Very truly yours,

Gary Bender
Michelle O'Connell



RESOLUTION PAGE

COMMONWEALTH OF PENNSYLVANIA www.dcnr.state.pa.us/grants

Table with application details: DCNR-2015-C2P2-16, Application Information, Applicant/Grantee Legal Name: FRACKVILLE BOROUGH, Project Title: Memorial Park Playground Improvements, Web Application ID: 1100258

WHEREAS, FRACKVILLE BOROUGH

("Applicant") desires to undertake the following project

Memorial Park Playground Improvements; and (Project Title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "Grant Agreement Signature Page"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

NOW THEREFORE, it is resolved that:

- 1. The "Grant Agreement Signature Page" may be signed on behalf of the applicant by the Official who, at the time of signing, has TITLE of President
2. If this Official signed the "Grant Agreement Signature Page" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "Grant Agreement Signature Page", signed by the above Official, will become the applicant/grantee's executed signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the TITLE specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of the applicant this day of

Secretary (Signature of the Secretary of the governing body)

DCNR USE ONLY

Project Number:



GRANT AGREEMENT SIGNATURE PAGE

COMMONWEALTH OF PENNSYLVANIA
www.dcnr.state.pa.us/grants

DCNR-2015-C2P2-17

Application Information (*Indicates required information)

Applicant/Grantee Legal Name:* FRACKVILLE BOROUGH

Web Application ID:* 1100258

Project Title:* Memorial Park Playground Improvements

Legal Name of Applicant/Grantee

FRACKVILLE BOROUGH

Federal Employer Identification No. 23-6002864

WITNESS:

GRANTEE:

Original Signature

Original Signature

DATE: _____

(typed or printed)

TITLE: President

DATE: _____

DCNR USE ONLY

Project Number: _____

**APPLICANT'S AUTHORIZATION FOR AGENT
TO APPLY FOR HIGHWAY OCCUPANCY PERMIT**



If granting BLANKET Authorization to submit applications on Applicant's behalf, check this box:

If BLANKET Authorization, mark N/A.	PERMIT APPLICATION NO.	80538
	COUNTY	Schuylkill
	CITY-BORO-TWP.	Borough of Frackville
	S.R.-SEG.-OFF.	SR 61 - SEG 0500 - Offset 374-522
APPLICANT	Name: Borough of Frackville Address: 42 South Center Street Frackville, PA 17931	
AGENT	Name: WJP Engineers Address: 1406 Laurel Boulevard Pottsville, PA 17901	

THIS AUTHORIZATION, made this ____ day of _____, 20¹⁵, by
Borough of Frackville

APPLICANT for a highway occupancy permit under 67 Pa. Code Chapter 441 or 459.

WHEREAS, the APPLICANT is required to obtain a highway occupancy permit from the Commonwealth of Pennsylvania, Department of Transportation, called the Department, in order to occupy the State highway; and

WHEREAS, the APPLICANT wishes to authorize the agent listed above (AGENT) to apply for the permit on behalf of the APPLICANT; and

WHEREAS, the APPLICANT has agreed to grant a release to the Department to allow the AGENT to apply for the permit on behalf of the APPLICANT; and

WHEREAS, as a condition of this authorization, APPLICANT agrees that AGENT will be required to provide APPLICANT with copies of all correspondence and other documents issued, mailed, emailed or otherwise directed or provided to APPLICANT or AGENT by the Department; and

WHEREAS, the APPLICANT may elect to be provided contemporaneous email updates on the review status of the permit application.

NOW, THEREFORE:

1. The APPLICANT does hereby authorize AGENT to act as APPLICANT's agent with respect to the permit application and to do all things necessary to obtain the permit on behalf of the APPLICANT.
2. The APPLICANT does hereby remise, release, quitclaim and forever discharge the Department, its agents, employees and representatives of and from all suits, damages, claims and demands of any type whatsoever arising against it as a result of granting the permit to APPLICANT.
3. The APPLICANT has has not (check one) elected to be provided contemporaneous updates on the status of the permit application. If the APPLICANT elects to be provided contemporaneous updates on the status of the permit application, provide contact information here (email): _____.
4. The APPLICANT understands that this AUTHORIZATION is effective until revoked in writing by the APPLICANT or AGENT, with contemporaneous written notice thereof to the Department.

IN WITNESS WHEREOF, the APPLICANT has executed or caused to be executed these presents, intending to be legally bound thereby.

by APPLICANT:

(authorized representative signature)

Name: Ronald Jordan

Title (if other than individual applicant): Council President

Date: _____

by AGENT:

(authorized representative signature)

Name: William J. Parulis

Title (if other than individual agent): President

Date: _____



Established 1969

117 East Broad Street
Hazleton, Pennsylvania 18201
Phone: (570) 459-0754
Toll Free: (800) 678-0754
Fax: (570) 459-5845
E-mail: tricountybm@epix.net

Dear Valued Customer:

Enclosed please find the renewal for your photocopier service program. To insure that your protection does not lapse we are mailing your new contract in advance for your approval and signature. Please sign and date the form marked "Original" and return it to us at your earliest convenience. Please keep the form marked "Client's Copy" for your records.



Please Note: If we do not have a signed renewal contract on file by the anniversary date your coverage will be considered terminated! Once a contract has lapsed a mandatory inspection by one of our technicians is required to reinstate it and will be billed at the prevailing service rates. If you wish, please feel free to fax us your signed renewal.

It has been our pleasure to be of service to you. Your continued support and patronage is what keeps us in business and we want you to know how much we appreciate that fact. We want you to know that you have our undivided attention. A problem with your equipment is *our problem* as well! Please inform us if you are not happy with the quality of our service. We cannot solve a problem if we are unaware of it. As I stated previously our purpose is to serve you! We look forward to being your copier company of choice now and in the future.

Sincerely,

Maxine Hartwigsen

Service Representative
Cost Per Copy Renewal Letter



◆ THE DIGITAL SPECIALISTS' ◆

Visit Us On The Web @ www.tricountybm.com



A PROFESSIONAL SOLUTION TO ALL OF YOUR BUSINESS NEEDS

PROFESSIONAL SALES AND AFFORDABLE SERVICE



117 EAST BROAD STREET
HAZLETON, PENNSYLVANIA 18201
PHONE: (570) 459-0754
TOLL FREE: (800) 678-0754
FAX: (570) 459-5845
E-MAIL: tricountybm@epix.net

STARTING COUNT

CONTRACT PREPARATION DATE: 2/20/2015

ORIGINAL

ACCOUNT # F1287

SERIAL NUMBER PQG9902450

COST PER COPY SERVICE AGREEMENT

Tri-County Business Machines, Inc. agrees to provide all parts, labor, travel-time, mileage, toner and developer for the **Kyocera Mita model CS-3060** for a fee of **\$.0210 per copy**. This contract is in effect for the period of **3/24/2015 to 3/23/2016**. Copy usage on this machine **must not exceed 100,000 copies per month**. Should copy usage exceed the stated monthly limit we reserve the right to bill the overage at the rate of **\$.0230 per copy**. I wish to be billed **Monthly** for this service program. I further understand that I will be contacted by a representative of **Tri-County** on or about the **24TH** on a **Monthly** basis to obtain the copy count on the machine for purposes of billing.

Payment is due in full 15 days from the date of invoicing. Failure to pay within terms will result in the cancellation of this contract and all services and supplies rendered will be re-invoiced at current time and material rates then in effect and shall be retroactive to the last current payment on this contract. Failure to provide us with timely copy counts shall result in our billing based on your average usage, but with a minimum billing of not less than **\$50.00**.

Tri-County further agrees to replace any drum this copier should require due to said drum reaching its expiration count based on **Kyocera Mita's** stated drum life. Drums failing as a result of operator error will be replaced on a pro-rated basis according to **Kyocera Mita's** stated drum life.

Service calls will be handled on a first call basis during normal business hours which are Monday through Friday (except holidays) from 8:30 A.M. to 5:00 P.M. The customer agrees to supply **Tri-County** with a person who shall be trained as a key operator and will be responsible for user installable supplies and providing our representatives with copy counts and accurate service information. Customer installable supplies such as toner will be delivered or shipped whichever is more expedient at the discretion of **Tri-County**. Shipping charges are the responsibility of the customer unless "special circumstances", (as deemed *special* by **Tri-County**), dictate otherwise. Colored toner and developer **are not** covered under this contract. Shipping expenses may be added if toner is constantly being ordered in an "emergency situation." If toner is ordered properly you should always have an adequate supply on hand.

Damage as a result of misuse, neglect, operation error, fire, theft, liquids, vandalism and the like are not covered under this contract. Nor is the damage, as the result of using products or supplies not recommended by **Kyocera Mita** covered under this contract. Service problems that arise because of environmental dirt are not covered under this contract. Any tampering of the machine's counters shall result in the immediate cancellation of this contract by **Tri-County**. **If the machine is to be moved from its original location as stated on this agreement it must be done under the supervision of a Tri-County service representative or with our stated approval. You must request a "Permission to Move Copier" form from our service department prior to any such move.** Failure to do this will result in the cancellation of this contract or at the very least any problems that occur due to improper movement of the equipment will be billed for at current service rates. **Tri-County** reserves the right to cancel this contract with no reason, at any time, with 30 days advance notice to the customer.

Supplies for this contract will be rendered on an as needed basis. When service or supplies are required the person calling in for such shall supply our representative with the machine model and the copy count on the machine.

Paper labels, transparencies and the like are not provided under this contract. This contract does not cancel any stated warranties specified by **Kyocera Mita America, Inc.** but is in addition to it.

Failure to have the machine connected to a ⁽¹⁾*dedicated AC line* (of the proper voltage as specified by **Kyocera Mita**) with an ⁽²⁾*isolated ground* and ⁽³⁾*adequate surge protection* (as specified by **Kyocera Mita** and **Tri-County Business Machines**) will **exempt Tri-County** from any responsibility or obligation to correct problems caused by this failure to comply. If it is determined that failure to comply with one or more of these power specifications [⁽¹⁾, ⁽²⁾ or ⁽³⁾] has been causing problems we reserve the right to charge for any time and materials consumed in the attempt to correct the problem. A licensed electrician should be consulted for compliance to the aforementioned specifications. **NOTE: One simple test to see if you have a dedicated line is to shut off the circuit breaker for the outlet where the equipment is to be connected and see if anything else is now without power. If the answer is yes then this is not a dedicated line!**

This equipment must be installed and kept on a machine stand of a type and style approved by **Tri-County**. Failure to comply can result in problems with the copier that would not occur otherwise. Any problems that occur due to the machine not being on a proper stand will be charged for at current service rates or the cancellation of this contract.

CUSTOMER

LOCATION

Name Frackville Boro
42 South Center Street
FRACKVILLE PA 17931-

Name SAME

SIGNATURE _____

DATE _____

PRINTED _____

PHONE (570) 874-3860 EXT: _____

**A PROFESSIONAL SOLUTION TO ALL OF YOUR BUSINESS NEEDS.
PROFESSIONAL SALES AND AFFORDABLE SERVICE.**



117 EAST BROAD STREET
HAZLETON, PENNSYLVANIA 18201
PHONE: (570) 459-0754
TOLL FREE: (800) 678-0754
FAX: (570) 459-5845
E-MAIL: tricountybm@epix.net

STARTING COUNT

ACCOUNT # F1287

CONTRACT PREPARATION DATE: 2/20/2015

SERIAL NUMBER PQG9902450

COST PER COPY SERVICE AGREEMENT

Tri-County Business Machines, Inc. agrees to provide all parts, labor, travel-time, mileage, toner and developer for the **Kyocera Mita model CS-3060** for a fee of **\$.0210 per copy**. This contract is in effect for the period of **3/24/2015 to 3/23/2016**. Copy usage on this machine **must not exceed 100,000 copies per month**. Should copy usage exceed the stated monthly limit we reserve the right to bill the overage at the rate of **\$.0230 per copy**. I wish to be billed **Monthly** for this service program. I further understand that I will be contacted by a representative of **Tri-County** on or about the **24TH** on a **Monthly** basis to obtain the copy count on the machine for purposes of billing.

Payment is due in full 15 days from the date of invoicing. Failure to pay within terms will result in the cancellation of this contract and all services and supplies rendered will be re-invoiced at current time and material rates then in effect and shall be retroactive to the last current payment on this contract. Failure to provide us with timely copy counts shall result in our billing based on your average usage, but with a minimum billing of not less than **\$50.00**.

Tri-County further agrees to replace any drum this copier should require due to said drum reaching its expiration count based on **Kyocera Mita's** stated drum life Drums failing as a result of operator error will be replaced on a pro-rated basis according to **Kyocera Mita's** stated drum life.

Service calls will be handled on a first call basis during normal business hours which are Monday through Friday (except holidays) from 8:30 A.M. to 5:00 P.M. The customer agrees to supply **Tri-County** with a person who shall be trained as a key operator and will be responsible for user installable supplies and providing our representatives with copy counts and accurate service information. Customer installable supplies such as toner will be delivered or shipped whichever is more expedient at the discretion of **Tri-County**. Shipping charges are the responsibility of the customer unless "special circumstances", (as deemed *special* by **Tri-County**), dictate otherwise. Colored toner and developer **are not** covered under this contract. Shipping expenses may be added if toner is constantly being ordered in an "emergency situation." If toner is ordered properly you should always have an adequate supply on hand.

Damage as a result of misuse, neglect, operation error, fire, theft, liquids, vandalism and the like are not covered under this contract. Nor is the damage, as the result of using products or supplies not recommended by **Kyocera Mita** covered under this contract. Service problems that arise because of environmental dirt are not covered under this contract. Any tampering of the machine's counters shall result in the immediate cancellation of this contract by **Tri-County**. *If the machine is to be moved from its original location as stated on this agreement it must be done under the supervision of a Tri-County service representative or with our stated approval. You must request a "Permission to Move Copier" form from our service department prior to any such move.* Failure to do this will result in the cancellation of this contract or at the very least any problems that occur due to improper movement of the equipment will be billed for at current service rates. **Tri-County** reserves the right to cancel this contract with no reason, at any time, with 30 days advance notice to the customer.

Supplies for this contract will be rendered on an as needed basis. When service or supplies are required the person calling in for such shall supply our representative with the machine model and the copy count on the machine.

Paper labels, transparencies and the like are not provided under this contract. This contract does not cancel any stated warranties specified by **Kyocera Mita America, Inc.** but is in addition to it.

Failure to have the machine connected to a ⁽¹⁾*dedicated AC line (of the proper voltage as specified by Kyocera Mita)* with an ⁽²⁾*isolated ground* and ⁽³⁾*adequate surge protection (as specified by Kyocera Mita and Tri-County Business Machines)* will **exempt** **Tri-County** from any responsibility or obligation to correct problems caused by this failure to comply. If it is determined that failure to comply with one or more of these power specifications [⁽¹⁾, ⁽²⁾ or ⁽³⁾] has been causing problems we reserve the right to charge for any time and materials consumed in the attempt to correct the problem. A licensed electrician should be consulted for compliance to the aforementioned specifications. *NOTE: One simple test to see if you have a dedicated line is to shut off the circuit breaker for the outlet where the equipment is to be connected and see if anything else is now without power. If the answer is yes then this is not a dedicated line!*

This equipment must be installed and kept on a machine stand of a type and style approved by **Tri-County**. Failure to comply can result in problems with the copier that would not occur otherwise. Any problems that occur due to the machine not being on a proper stand will be charged for at current service rates or the cancellation of this contract.

CUSTOMER

LOCATION

Name **Frackville Boro**
42 South Center Street
FRACKVILLE PA 17931-

Name **SAME**

SIGNATURE _____

DATE _____

PRINTED _____

PHONE **(570) 874-3860** EXT: _____

**A PROFESSIONAL SOLUTION TO ALL OF YOUR BUSINESS NEEDS.
PROFESSIONAL SALES AND AFFORDABLE SERVICE.**