

April 4, 2023 Agenda

April Council Meeting

Call To Order

Roll Call

Please stand for the Pledge of Allegiance and remain standing for the Council Prayer.

Copies of the minutes of the previous council meetings have been given to borough council members and Mayor Tomko, are there any errors or corrections? If not, they stand approved.

Public Comment

Mayor's Report

Three new military-themed license plates are now available from the PA Dept. of Transportation: The Air Medal License plate, Afghanistan and Iraq Veterans license plate, and the Blue Star Family license plate. For more information contact Senator David Argall at 717-787-2637 or Representative Tim Twardzik at 570-794-4039 or 570-874-5201.

1. Some residents may be anticipating a tax refund from the Commonwealth of Pennsylvania. Anyone who would like to check the status of a Pennsylvania Income tax refund do so by calling 1-888-728-2937.

Historical Note

The meat industry was developed as our community grew. Early purveyors of fresh meat to the residents of our town were members of the following families: Meinholds, Schmeltzers, Arnouts, Wursters and O'Donnells.

Solicitor's Report

Discuss the retirement of Chad Seitzinger.

Discuss Service Electric and Comcast Agreements.

Discuss accepting police contract extension.

Update on conservatorships.

Request an executive session to discuss personnel and pending litigation.

Engineer's Report

Potential Grant Opportunities – Council may wish to consider any of the open grant opportunities, including passing a resolution to apply for DCNR Recreation funding.

Departmental Reports

Street Department Report

Electric Light Department

Treasurer's Report

Tax Collector's Report – Taxes collected up to March 15, 2023

Real Estate -	\$29,926.82
Per Capita -	\$1,710.10
Occupational -	\$424.36
TOTAL -	\$32,061.28

Submitted by William Umbenhaur, Tax Collector

Police Department

Zoning Officer's Report

Fire Chief's Report

Code Official Report

COMMUNICATIONS

Reading Anthracite Company has purchased or taken possession of various structures and lots along Mill Street. They are seeking to utilize the existing utilities on the lots for a parking area with a utility plug-in and a grated parking area with 2B stone to offset the costs of removing the structures. They appreciate that this is an unconventional use for these lots, they seek to use them temporarily to recoup the costs to demolish blighted structures and ultimately move forward with new permitted single-family homes.

The Saint Clair Community and Historical Society will host the Saint Clair Borough Fireworks on July 15 at 9:30 p.m. at the St. Clair Memorial Stadium. The cost of the fireworks has increased this year. As in the past, they would appreciate any donation from the borough.

St. Clair Little League opening day is scheduled for May 6 at noon. The league is requesting permission to have a parade beginning at 11 a.m. Teams will be staging at the school at 10 a.m. The route will begin at the school, go west on

Railroad Street, north on Second St., east on Franklin St. and ending at the St. Clair Little League Field.

Old Business

Accept the retirement of Chad Seitzinger as of April 1, 2023 from the St. Clair Police Force.

Accept a motion to adopt the pool rates for the 2023 swim season. Discuss the tentative opening date as Friday, June 16 and tentative closing date as Friday, August 11.

SEASON PASSES	
Student	\$40.00
Adult Single	\$50.00
Couple	\$60.00
Senior (55+)	\$37.00
Family*	\$90.00

*Family - 2 adults and 4 children. \$10 each additional child above

DAILY RATE	
3- 5 Children	\$1.50
Students	\$2.50
Adult	\$4.00
Senior	\$2.00

New Business

Accept a motion to hire S. Gregory Stednitz as a third party to provide zoning services.

Accept a motion to approve a donation to the St. Clair Community and Historical Society for the St. Clair Fireworks display on July 15.

Accept St. Clair Little League's request to hold a parade on Second Street on Opening Day, May 6 at 11a.m. upon a Certificate of Insurance naming the Borough as additional insured.

Accept a motion to approve the purchasing of two police vehicles at a cost of \$71,199.90 each.

Accept a motion according to adopt the proposed 3% increase in wages for a one-year contract extension with no other contract changes.

Accept a motion to adopt Resolution No. 1-2023, for the demolition application for 26 S. Front Street.

RESOLUTION NO. 1-2023

RESOLUTION OF THE (BOROUGH OF St. Clair) APPROVING SUBMISSION OF DEMOLITION REQUEST TO THE COUNTY OF SCHUYLKILL.

The St. Clair Borough Council, having met this 4th day of April, 2023,
in public session, has approved a demolition request to the County of Schuylkill
in the amount of \$36,000 for the demolition of:

26 S. Front Street, St. Clair, PA.

The Municipality acknowledges that it will be responsible for payment of 25% of
the cost of demolition.

The Municipal Governing Body authorizes Roland Price, Borough Secretary to
submit the application for funding on its behalf.

Accept a motion to adopt Resolution No. 2-2023, for the demolition application
for 146 N. Nichols Street.

RESOLUTION NO. 2-2023

RESOLUTION OF THE BOROUGH OF St. Clair
APPROVING SUBMISSION OF DEMOLITION REQUEST TO THE COUNTY OF
SCHUYLKILL.

The St. Clair Borough Council, having met this 4th day of April, 2023,
in public session, has approved a demolition request to the County of Schuylkill
in the amount of \$46,000 for the demolition of:

146 N. Nichols Street, St. Clair, PA.

The Municipality acknowledges that it will be responsible for payment of 25% of
the cost of demolition.

The Municipal Governing Body authorizes Roland Price, Borough Secretary to
submit the application for funding on its behalf.

Accept a motion to adopt a Memorandum of Agreement between the Schuylkill
River Greenway Association and the Borough of St. Clair. Please see attachment
to the agenda.

Executive Session.

Accept a motion to pay all Bills and Claims properly approved by council.

Accept a motion to adjourn.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "MOA"), made and entered into this ____ day of _____, 2023 by and between the Schuylkill River Greenway Association, ("SRGA") a not-for-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with principal place of business located at 140 College Drive, Pottstown, Montgomery County, Pennsylvania 19464 and The Borough of St Clair, ("Borough") a duly organized Pennsylvania Borough, having its principal offices at 16 South Third Street, St Clair, Pennsylvania 17970 in Schuylkill County. SRGA and the Borough shall collectively be referred to as the "Parties."

WHEREAS, SRGA plans, builds, and maintains 35 miles of the Schuylkill River Trail ("SRT") in Berks and Schuylkill Counties for recreation, transportation and educational purposes, and,

WHEREAS, SRGA is developing an additional 4.6 miles of the SRT between St. Clair and the Pennsylvania Game Commission parking lot on Pennsylvania Game Lands #326, and desires to locate an on-road portion of the Schuylkill River Trail on streets within the Borough, and,

WHEREAS, The Borough wishes to partner with SRGA in extending the Schuylkill River Trail by permitting trail use of certain roads and sidewalks referred to as the "Property" within the Borough to be identified during the engineering phase of the SRT Mill Creek Trail project.

NOW, THEREFORE, in consideration of the promises and of the mutual obligations contained herein and intending to be legally bound thereby, the Borough and SRGA hereby agree to the following:

1. SRGA will develop engineered plans for the installation of on-road trail segments and associated signage in consultation with the Borough, and obtain all necessary permits, including PennDOT permits for the on-road trail segments within the Borough. The Borough shall not consider this project to constitute "Land Development" within the meaning of the Borough's Subdivision and Land Development Ordinance.
2. The Borough shall grant to SRGA a Temporary Construction Easement over the Property for the duration of the construction of any physical improvements.
3. SRGA shall fund, coordinate and supervise installation of the SRT, including signage. The Borough may provide in-kind assistance during construction. During construction SRGA, or the contractors engaged by SRGA to undertake construction, shall maintain general public liability insurance in the amount of not less than \$1,000,000, which shall name the Borough as an additional insured.
4. Upon completion of the SRT section, the Borough will assume responsibility for the routine maintenance of any improvements, other than trail signage, to provide for public access and use of the on-road trail, as the Borough does for its other public streets.

5. SRGA will assume responsibility for the routine maintenance of the trail signs.
6. The Borough will determine public use hours of the SRT within the Borough, and may close the SRT to public access as needed for safety, security, and maintenance.
7. Should the SRT section be damaged or destroyed by natural causes, neither SRGA nor the Borough will be required to repair or rebuild the trail; though either Party may choose to repair or rebuild the trail. If SRGA chooses to rebuild the SRT, SRGA shall consult with and obtain permission from the Borough regarding replacement of the SRT.
8. The entire agreement between SRGA and the Borough is set forth in this MOA and there are no understandings, agreements, or representations of any kind between the Parties, verbal or otherwise, other than as set forth in this MOA. The MOA supersedes all prior discussions, negotiations, understandings or agreements, relating to the SRT section. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the Parties hereto.
9. The Parties agree to indemnify and save harmless and defend each other from any and all claims and losses from property damages or personal injuries to any person, firm, or corporation arising out of or as a result of the exercise of the Parties' rights and obligations under this MOA.
10. If any term, obligation or condition of this MOA, or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this MOA shall be valid and be enforced to the fullest extent permitted by law.
11. This MOA, interpretation, performance and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
12. In the event that it becomes necessary for either of the Parties to enforce the terms, conditions, and obligations of this MOA, the Parties consent to jurisdiction in the Schuylkill County Court of Common Pleas.
13. The Parties agree that any successor in interest shall be bound by the terms and conditions of this MOA. In the event either of the Parties seek to transfer any parcel subject to this MOA, the transferring party shall provide a copy of the MOA to the prospective purchaser and require the purchaser to execute an acknowledgment that said purchaser agrees to be bound by the terms of this MOA.