CITY COUNCIL Sunbury PA 17801 March 28th, 2022 6:15 pm

A regularly scheduled meeting of the Council of the City of Sunbury was called to order with the Honorable Mayor Brosious, presiding. There was a quorum with the following in attendance:

Richard Reichner, Director of Accounts and Finance John Barnhart, Director of Public Safety Lisa Martina, Director of Public Works James R. Eister, Director of Parks, Recreation and Public Buildings

Other City officials in attendance:

Jolinn Barner, City Clerk
Bradley Hare, Chief of Police
Ronald Rupp, Fire Chief
Joel Wiest, City Solicitor
Jerome Alex, City Controller
Jeffrey Wojciechowski, Public Safety Supervisor
Derrick Backer, City Administrator

Visitors present: 68 (33 Band Members)

A moment of silent reflection was held prior to the beginning of the meeting for Pennsylvania State Troopers Martin F. Mack III and Branden T. Sisca who were killed in the line of duty on March 21.

Adding to the Agenda

Mayor Brosious made the motion to add resolution 2022-30 to the agenda. Second Reichner. Unanimous vote.

Executive Session

An executive session was held on March 23rd, 2022 to discuss real property and personal matters.

PUBLIC COMMENT/AGENDA ITEMS

Mayor Brosious asked for public comment on agenda items. There were no public comments.

Shikellamy Marching Braves Presentation

The Shikellamy Band played for city council and the citizens in attendance.

Proclamation for Shikellamy Marching Braves

Mayor Brosious presented a proclamation to the Shikellamy Marching Braves for winning the Cavalcade of Bands Independence Ferraro Division. (See attached)

Proclamation National Osteopathic Medicine

Mayor Brosious gave a proclamation declaring April 18-24, 2022 National Osteopathic Medicine Week. (See attached)

Paul Brown Appointment to City EMC

Mayor Brosious issued an oath of office to Paul Brown to become the City's EMC.

Reagan Street

Update

City Administrator mentioned there are no updates for this meeting.

UNFINISHED BUSINESS NEW BUSINESS

SEDA COG

Go Out for Bids for SWEEP

Councilman Eister made the motion to go out for bids for the SWEEP Project. Second Reichner. Unanimous vote.

Resolution 2022-19 ARPA

Councilman Reichner made the motion to approve resolution 2022-19. Second Brosious. Unanimous vote. (See attached)

JAG Grant

Mayor Brosious made the motion to apply for the JAG Grant. Second Reichner. Unanimous vote.

Acknowledgment of Project Modification Amendment #1

Mayor Brosious wanted to make sure that all of council was aware of the amendment. (See attached)

Appoint Lindie Lloyd Planning Commission for a 4-year term

Mayor Brosious made the motion to appoint Lindie Lloyd to the planning commission. Second Eister. Yes – Brosious, Reichner, Martina, Eister. Abstain - Barnhart

Resolution 2022-20 PD Utility Vehicle Donation to Upper Augusta

Mayor Brosious made the motion to accept the resolution to donate the PD utility vehicle to Upper Augusta Township. Second Barnhart. Unanimous vote. (See attached)

Resolution 2022-21 to Remove 441-449 Vine St.

Councilman Barnhart made the motion to remove 441-449 Vine St. Second Brosious. Unanimous vote. (See attached)

Resolution 2022-22 to Remove 639 N. 3rd St.

Councilman Barnhart made the motion to remove 639 N 3rd St. Second Brosious. Unanimous vote. (See attached)

Resolution 2022-23 to Add Properties to Nuisance List

Councilman Barnhart made the motion to accept resolution 2022-23. Second Brosious. Unanimous vote. (See attached)

Resolution 2022-24 to Update Public Nuisance List

Councilman Barnhart made the motion to accept resolution 2022-24 to update the public nuisance list. Second Brosious. Unanimous vote. (See attached)

Resolution 2022-25 460 Arch Street to Redevelopment Authority

Councilman Barnhart made the motion to accept resolution 2022-25. Second Brosious. Unanimous vote. (See attached)

Recycle of Old City Phones at the E-Cycling Event

Councilman Barnhart made the motion to recycle old city phones during the E-Cycling event. Second Brosious. Unanimous vote.

Resolution 2022-26 Derby Vixens Alcohol Wavier

Councilman Eister made the motion to accept resolution 2022-26. Second Reichner. Unanimous vote. (See attached)

Resolution 2022-27 Ice Rink Fees for 2022-2023 Season

Councilman Eister made the motion to accept resolution 2022-27. Second Reichner. Unanimous vote. (See attached)

Resolution 2022-28 DCED Flood Mitigation Grant

Mayor Brosious made the motion to accept resolution 2022-28. Second Eister. Unanimous vote. (See attached)

Infradapt Parks and Rec Department Quote

Councilman Eister made the motion to accept the Infradapt quote. Second Brosious. Unanimous vote. (See attached)

Resolution 2022-29 DCNR Park and Rehabilitation Grant (SWEEP)

Mayor Brosious made the motion to accept resolution 2022-29 to apply for DCNR park and rehabilitation grant. Second Eister. Unanimous vote. (See attached)

Community Placemaking Grant for SWEEP

Mayor Brosious made the motion to apply for the community placemaking grant for the SWEEP Project. Second Barnhart. Unanimous vote.

APPROVAL TO PAY INVOICES

Councilman Reichner moved to approve to Pay Invoices/Vouchers General Fund - \$122,853.90 and Liquid Fuels Fund - \$2,088.56. Second Eister. Unanimous vote.

Future Expense CD

Councilman Reichner made the motion to put money into a CD with Northumberland National Bank for a period of 6 months. Second Brosious. Unanimous vote.

Resolution 2022-30 Alcohol

Mayor Brosious made the motion to move forward with resolution 2022-30. Second Eister. Unanimous vote. (See attached)

Discussion

Announcements

Mayor Brosious announced:

Accepting letters of interest for the following Board vacancies:

One Seat for Alternate on the Shade Tree Commission.

Please submit letters of interest to the Mayor's Office, attention City Clerk or email jbarner@sunburypa.org

E-Cycling Event will be held at the James R. Eister Recreation Center, April 9th, 2022, 10am to 12pm. Contact the City Code Office for additional information by phone.

Public Presentation by Neil Fogel Economic Development April 25th, 2022 at 4:45pm.

Pre-Submitted Audience Comment

There were no Pre-Submitted Comments.

In Person

Mayor Brosious asked for public comments. There were no public comments.

The next city council meeting will be held on April 11th, 2022, at 6:15 pm.

There being no further business to discuss the meeting was adjourned at 6:42 p.m.

Respectfully submitted,

Alexander Rissinger, Administrative Assistant

CITY OF SUNBURY PROCLAMATION

IN RECOGNITION, of the Shikellamy Marching Braves in the City of Sunbury, Pennsylvania.

WHEREAS, The Shikellamy Marching Band consists of students from the Shikellamy School district;

WHEREAS, The Marching Band provides experiences which assist students to become responsible, establish professionalism, establish self-confidence, and develop a positive attitude toward life. Allows students to become proficient in their musical specialization and contribute positively to the community.

WHEREAS, The Marching Band is a great example of a positive impact on student engagement and success;

WHEREAS, Over the past 4 years The Marching Band has won 2 out 4 times the Cavalcade of Bands.

NOW THEREFORE, I, Joshua A. Brosious, Mayor, on behalf of the City Council of the City of Sunbury, Sunbury, do hereby recognize the Shikellamy Marching Band and urge the community to join us in celebrating the accomplishments of the Shikellamy Marching Band.

IN WITNESS WHEREOF, I hereunto set my hand and caused the great Seal of the Mayor of the City of Sunbury to be affixed this 28th day of March, in the year of our Lord, Two Thousand Twenty-Two.

ATTEST:

Jolinn Barner, City Clerk



Joshua A. Brosious, Mayor 03/28/2022



CITY OF SUNBURY PROCLAMATION

WHEREAS, there are currently 168,701 Osteopathic physicians (DOs) in the United States; and

WHEREAS, Pennsylvania is the nation's leader in Osteopathic medicine with over 12,289 licensed DOs in the Commonwealth and 2,561 osteopathic medical students at the Philadelphia College of Osteopathic Medicine, Philadelphia; the Lake Eric College of Osteopathic Medicine, Eric and Seton Hill; and

WHEREAS, DOs have made tremendous contributions to the American health care system, including treating U.S. presidents and Olympic athletes, serving as White House physicians, Surgeon General of the U.S. Army, Assistant Secretary for Health for the US Department of Health and Human Services, and Sitting on nationwide health care panels; and

WHEREAS, DOs have a strong tradition of ensuring patients in all parts of the country have access to health care, particularly in rural and medically underserved communities; and

WHEREAS, DOs practice a hands-on, whole-body approach, which includes Osteopathic manipulative medicine, to diagnose health problems, treat dysfunctions, preserve good health and prevent the spread of disease; and

WHEREAS, Pennsylvania's Osteopathic physicians are dedicated to improving the health of their community through education and awareness-based efforts, as well as by delivering quality health services; and

WHEREAS, the citizens of Pennsylvania recognize the need for osteopathic physicians who are committed to improving the health of all Americans;

NOW THEREFORE, April 18-24, 2022, is proclaimed as National Osteopathic Medicine Week in Pennsylvania, and all citizens and community organizations are urged to support this observance to help educate Pennsylvania residents about DOs and Osteopathic medicine

IN WITNESS WHEREOF, I hereunto set my hand and caused the great Seal of the Mayor of the City of Sunbury to be affixed this 28th day of March, in the year of our Lord, Two Thousand Twenty-Two.

Joshua A. Brosious, Mayor 03/28/2022

ATTEST:

Johnn Barner, City Clerk

RIVER



CITY OF SUNBURY 225 MARKET STREET SUNBURY, PENNSYLVANIA 17801

WWW.SUNBURYPA.ORG

(570) 286-7820

MAYOR Joshua A. Brosious

COUNCIL
RICHARD L. REICHNER
JOHN E. BARNHART
LISA MARTINA
JAMES R. EISTER

OATH OF OFFICE
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF NORTHUMBERLAND
CITY OF SUNBURY

I, Paul Brown, DO SOLEMNLY SWEAR THAT I WILL SUPPORT, OBEY AND DEFEND THE CONSTITUTION OF THE UNITED STATES AND THE CONSTITUTION OF THE COMMONWEALTH AND THAT I WILL DISCHARGE THE DUTIES OF MY OFFICE WITH FIDELITY.

Paul Brown, DATE:

SWORN AND SUBSCRIBED BEFORE ME
THIS 28th DAY OF March, 2022

Joshua A. Brosiøus, MAYOR

ATTEST:

Jolinn Barner, City Clerk



CITY OF SUNBURY 225 MARKET STREET SUNBURY, PENNSYLVANIA 17801 WWW.SUNBURYPA.ORG JBARNER@SUNBURYPA.ORG 570-286-7820

JOSHUA BROSIDIJS COUNCIL RICHARD L. REICHMEP JOHN BARNHAPT LISA MARTINA

JAMES R. EISTER

RESOLUTION NO. 2022-19

A RESOLUTION of the City of Sunbury, Northumberland County, Commonwealth of Pennsylvania, a recipient of Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan Act (ARPA) has elected to allocate their ARPA funds to Revenue Loss using the "Standard Allowance" and Premium Pay as per the Final Rule issuance on January 6, 2022, and guidance issued by the U.S. Treasury.

WHEREAS, under the American Rescue Plan Act, \$979,913.16 of funds were allocated to the City of Sunbury.

NOW, THEREFORE, BE IT RESOLVED this 28th Day of March 2022, a partial allocation of \$893,355.56 in American Rescue Plan Act funds has been allocated to the standard allowance of Revenue Loss to spend on government services during the period of performance. With this provision, Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount to fund "government services." Also, an allocation of \$77,557.60 was approved by the City Council on October 28, 2021, and paid on November 1, 2021 for a premium pay program for eligible City of Sunbury employees as consistent with the regulations provided by the Interim Rule.

FURTHER BE IT RESOLVED that Revenue Loss may be allocated for general government purposes. However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government services, since these uses of funds do not entail direct provision of service to citizens. The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program. Elected officials are not eligible for premium pay. In addition, the overarching restrictions and uniform guidance apply to all program funds.

DULY ADOPTED this 28th Day of March 2022, by the City of Sunbury, Northumberland County, Pennsylvania.

ATTEST:

CITY OF SUNBURY

NORTHUMBERLAND COUNTY, PENNSYLVANIA

Joshua A. Brosious, Mayor

PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY

Subgrant Number: 2018/2020/202 Subgrantee: Sunbury City County: Northumberland Project Title: Improving quality of particle and Project Period: From: 1 Total Approved Budget by FUND SOURCE: Federal State Project Income	police services.	2. Amendment Number: 1 4. Created Date: 3/18/2022 6. Award Date: 12/8/2021 9. Modified Project Period: From: 1/1/2 b. Requested Subgrant Budget	2022 To: 12/31/2023
5. County: Northumberland 7. Project Title: Improving quality of page 18. Approved Project Period: From: 1. 10. Total Approved Budget by FUND SOURCE: Federal State Project Income	a. Current Subgrant Budget	4. Created Date: 3/18/20226. Award Date: 12/8/20219. Modified Project Period: From: 1/1/2	2022 To: 12/31/2023
7. Project Title: Improving quality of page 18. Approved Project Period: From: 1 10. Total Approved Budget by FUND SOURCE: Federal State Project Income	a. Current Subgrant Budget	6. Award Date: 12/8/2021 9. Modified Project Period: From: 1/1/2	2022 To: 12/31/2023
8. Approved Project Period: From: 1. 10. Total Approved Budget by FUND SOURCE: Federal State Project Income	a. Current Subgrant Budget	9. Modified Project Period: From: 1/1/2	2022 To: 12/31/2023
10. Total Approved Budget by FUND SOURCE: Federal State Project Income	a. Current Subgrant Budget		2022 To: 12/31/2023
FUND SOURCE: Federal State Project Income			2022 10. 12/31/2023
State Project Income	42 762 00		c. Net Change Plus (minus) Dollar Amounts
Project Income	12,702.00	41,074.00	
ALC: A PROPERTY OF THE PROPERT	0.00	11,074.00	Land with the first and the control of the control
THE PROPERTY OF THE PROPERTY O	0.00		0.00
Interest	0.00		0.00
State Match	0.00	O Company of Company o	0.00
Cash Match (New Approp.)	0.00	0.00	0.00
In-Kind Match	0.00	0.00	0.00
Project Income Match	0.00	0.00	0.00
TOTAL	42,762.00	0.00	0.00
11. Budgetary Information		11,371100	(1,688.00)
Personnel			c. Net Change Plus (minus) Dollar Amounts
an country approximate the second sec	0.00	0.00	0.00
Employee Benefits	0.00	0.00	0.00
Travel (Including Training)	0.00	0.00	0.00
Equipment	0.00	0.00	0.00
Supplies & Operating Expenses	31,052.00	29,364.00	(1,688.00)
Consultants	11,710.00	11,710.00	0.00
Construction	0.00	0.00	0.00
Other	0.00	0.00	0.00
TOTAL	42,762.00	41,074.00	(1,688.00)
2. Signatures:	3-21-22	TDK	3/18/2022
Financial Officer: Mr. Kevin T	roup Date	Project Director: Mr. Terry Kete	about In
		rioject Breetor. Wil. Terry Ken	chem, Jr. Date
OR PCCD USE ONLY			
Recommendation:		A Company of the Comp	
Program Planner	Date	Accountant	Date
Recommendation:			
Grants Management Per			
Approved			
Disapproved			

Date

Manager, Grants Management

SUBGRANT: 36430 Amendment Number: 1 Short Title: Improving quality of police services.

14. Explanation or Justification of Requested Modification:

After further research on the BolaWrap devices is has been decided by the department that the BolaWrap is too new and can be unreliable in confined spaces therefore in the interest of officer and subject safety we have decided to remove the BolaWrap items from this grant. We respectfully request that the following equipment be approved to replace the funds allocated for the BolaWrap devices:

HP Laptop Computers: QTY 7 USB C Multiport Adaptor: QTY 7 Brother Desktop Label Printer: QTY 1 Brother Label Printer Labels: QTY 10

Luxor A/V Cart: QTY 1

Adesso Bar Code Scanner: QTY 2

The laptop computers and multiport adaptors will be utilized in both the evidence processing areas and training room. As our Department moves toward accredited status these items will greatly enhance the evidence and training functions of the department. The label printer, labels, A/V cart, and bar code scanners will be utilized in the evidence area to strengthen evidence processing and accountability which is also another highly stressed portion of the accreditation program.



CITY OF SUNBURY 225 MARKET STREET SUNBURY, PENNSYLVANIA 17801 WWW.SUNBURYPA.ORG JBARNER@SUNBURYPA.ORG 570-286-7820

MAYOR
JOSHUA BROSIOUS

COUNCIL
RICHARO L. REICHMER
JOHN BARNHART
LISA MARTINA
JAMES R. EISTER

Resolution 2022-20 PD Utility Vehicle (Ambulance)

The City of Sunbury voted unanimous on March 28, 2022, at a regular scheduled council meeting to donate the PD Ambulance to Upper Augusta Fire Company for the sum of one dollar (\$1.00).

ATTEST:

Jolinn Barner, City Clerk

CIPY) of SUNBURY

Joshua A. Brosious, Mayor



JOSHUA A. BROSIOUS

COUNCIL
RICHARD L. REICHNER
JOHN BARNHART
LISA MARTINA
IANIES P. FISTER

CITY OF SUNBURY Resolution – 2022-21 Passed this 28th day of March, 2022

Whereas the City Council of the City of Sunbury has the legal authority to declare properties a "Public Nuisance" pursuant to the Third Class City Code, 11 P.S. § 12320;

Whereas the property located at 441-449 Vine Street, Sunbury, PA 17801 (Tax Parcel #051-04-006-164) was declared a public nuisance property on January 24, 2022;

Whereas the new property owner of 441-449 Vine Street, Sunbury, PA 17801 (Tax Parcel #051-04-006-164) has actively worked with the City of Sunbury Code Enforcement Office to bring this property up to code within the Uniform Construction Code standards;

Whereas the City of Sunbury and City of Sunbury Redevelopment Authority would like to recognize that the property located at 441-449 Vine Street, Sunbury, PA 17801 (Tax Parcel #051-04-006-164) has successfully completed the requirements to be removed from the public nuisance list and should be seen as a success story for the City of Sunbury's Blighted Property Program; and

Whereas the City Council takes this action by formally acting as a Board of Health pursuant to 11 P.S. § 12301.

Therefore, it is hereby resolved as follows:

- 1. The City Council of the City of Sunbury hereby acts as the Board of Health pursuant to 11 Pa.C.S.A. § 12301 in the adoption of this Resolution; and
- 2. The City Council declares that the property located at 639 N. 3rd Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-173) is no longer a public nuisance property.

Passed this 28th day of March, 2022.

ATTEST:

Jolinn Barner, City Clerk

CITY OF SUNBURY

Josh Brosious, Mayor



JOSHUA A. BROSIOUS

COUNCIL
RICHARD L. REICHNER
JOHN BARNHART
LISA MARTINA

LAMES R FISTED

CITY OF SUNBURY Resolution – 2022-22 Passed this 28th day of March, 2022

Whereas the City Council of the City of Sunbury has the legal authority to declare properties a "Public Nuisance" pursuant to the Third Class City Code, 11 P.S. § 12320;

Whereas the property located at 639 N. 3rd Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-173) was declared a public nuisance property on January 24, 2022;

Whereas the new property owner of 639 N. 3rd Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-173) has actively worked with the City of Sunbury Code Enforcement Office to bring this property up to code within the Uniform Construction Code standards;

Whereas the City of Sunbury and City of Sunbury Redevelopment Authority would like to recognize that the property located at 639 N. 3rd Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-173) has successfully completed the requirements to be removed from the public nuisance list and should be seen as a success story for the City of Sunbury's Blighted Property Program; and

Whereas the City Council takes this action by formally acting as a Board of Health pursuant to 11 P.S. § 12301.

Therefore, it is hereby resolved as follows:

- 1. The City Council of the City of Sunbury hereby acts as the Board of Health pursuant to 11 Pa.C.S.A. § 12301 in the adoption of this Resolution; and
- 2. The City Council declares that the property located at 639 N. 3rd Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-173) is no longer a public nuisance property.

Passed this 28th day of March, 2022.

ATTEST:

Jolinn Barner, City Clerk

CITY OF SUNBURY

Josh Brosious, Mayor



JOSHUA A. BPOSIOUS

COUNCIL
RICHARD L. REICHNEP

JOHN BARNHART
LISA MARTINA

IAMES P. FISTER

CITY OF SUNBURY Resolution – 2022 –23 Passed this 28th day of March, 2022

Whereas the City Council of the City of Sunbury has the legal authority to declare properties a "Public Nuisance" pursuant to the Third Class City Code, 11 P.S. § 12320;

Whereas the property owners of the properties listed in Exhibit "A" and located in the City of Sunbury have received numerous citations, warnings, and correspondence from the City of Sunbury Code Office for failure to bring the property within the Uniform Construction Code standards;

Whereas the City Council takes this action by formally acting as a Board of Health pursuant to 11 P.S. § 12301.

Therefore, it is hereby resolved as follows:

- The City Council of the City of Sunbury hereby acts as the Board of Health pursuant to 11 Pa.C.S.A. § 12301 in the adoption of this Resolution.
- The City Council declares that the properties listed on Exhibit "A" attached hereto located in the City of Sunbury are in such a condition so as to be detrimental to the public health, and therefore pursuant to Third Class City Code, 11 P.S. §12320, constitute Public Nuisances.
- 3. The Code Enforcement Office shall be designated to proceed with abatement of the public nuisance at this property with notice to be served on the property owners and all lienholders of the properties listed in Exhibit "A" attached hereto pursuant to the Third Class City Code, 11 P.S. §§ 12321 and 127A04.
- 4. The City of Sunbury and City of Sunbury Redevelopment Authority are authorized to proceed with eminent domain proceedings against any Public Nuisance property that is not abated by the owner following the provisions of 11 P.S. §§ 127A04, 127A05, and 127A06, and the Mayor is authorized to sign any and all necessary documents to facilitate the eminent domain proceedings.

Passed this 28th day of March, 2022.

Jolinn Barner, City Clerk

ATTEST:

CITY OF SUNBURY

Josh Brosious Mayor

EXHIBIT "A"

Properties Declared Public Nuisance Properties pursuant to Third Class City Code, 11 P.S. § 12320

- 1. 114-116 S. 11th Street, Sunbury, PA 17801 (Tax Parcel #054-02-009-049)
 2. 419 S. 2nd Street, Sunbury, PA 17801 (Tax Parcel #048-01-003-112)
 3. 434 Fairmount Avenue, Sunbury, PA 17801 (Tax Parcel #053-04-008-009)



JOSHUA A. BROSIOUS

COUNCIL
RICHARD L. REICHNER
JOHN BARNHART
LISA MARTINA
JAMES R. EISTED

CITY OF SUNBURY Resolution – 2022 – <u>24</u> Passed this 28th day of March, 2022

Whereas the City Council of the City of Sunbury has the legal authority to declare properties a "Public Nuisance" pursuant to the Third Class City Code, 11 P.S. § 12320;

Whereas the property owners of certain properties previously designated as public nuisance properties have been put on notice to bring the property within the Uniform Construction Code standards;

Whereas the City Council wishes to maintain a current list of these properties to improve coordination with the City of Sunbury Code Office, Sunbury Redevelopment Authority, Sunbury Police Department, and the property owners to best assist addressing the code issues at these properties;

Whereas the City Council wishes to declare that the properties located in the City of Sunbury and listed in Exhibit "A" attached hereto represent the current public nuisance property list as of the date of this Resolution;

Whereas the City Council takes this action by formally acting as a Board of Health pursuant to 11 P.S. § 12301.

Therefore, it is hereby resolved as follows:

- 1. The City Council hereby acts as the Board of Health in the adoption of this Resolution.
- 2. The City Council declares that the properties located in the City of Sunbury and listed on Exhibit "A" attached hereto constitute Public Nuisances pursuant to Third Class City Code, 11 P.S. § 12320 and comprise the City's Public Nuisance Property list as of this date.
- 3. The Code Enforcement Office shall be designated to proceed with abatement of the public nuisance at this property with notice to be served on the property owners and all lienholders of the properties listed in Exhibit "A" attached hereto pursuant to the Third Class City Code, 11 P.S. §§ 12321 and 127A04.
- 4. The City of Sunbury and City of Sunbury Redevelopment Authority are authorized to proceed with eminent domain proceedings against any Public Nuisance property that is not abated by the owner following the provisions of 11 P.S. §§ 127A04, 127A05, and 127A06, and the Mayor is authorized to sign any and all necessary documents to facilitate the eminent domain proceedings.

Passed this 28th day of March, 2022.

ATTEST:

Jolinn Barner, City Clerk

CITY OF SUNBURY

Josh Brasique Mayor

EXHIBIT "A"

City of Sunbury Current Public Nuisance Properties List pursuant to Third Class City Code, 11 P.S. § 12320 (Last revised: March 28, 2022)

- 1. 49-51 N. 4th Street, Sunbury, PA 17801(Tax Parcel #047-01-002-167)
- 2. 102-104 S. 11th Street, Sunbury, PA 17801 (Tax Parcel #054-02-009-045)
- 3. 111-113 S. 3rd Street, Sunbury, PA 17801 (Tax Parcel #046-02-001-116)
- 4. 114-116 S. 11th Street, Sunbury, PA 17801 (Tax Parcel #054-02-009-049)
- 5. 124 S. 4th Street, Sunbury, PA 17801 (Tax Parcel #049-01-004-034)
- 6. 125-127 Church Street, Sunbury, PA 17801 (Tax Parcel #048-01-003-237)
- 7. 127 Spruce Street, Sunbury, PA 17801 (Tax Parcel #048-01-003-134-A)
- 8. 145 S. Awl Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-173)
- 9. 149-151-155 Race Street, Sunbury, PA 17801 (Tax Parcel #046-01-001-082)
- 10. 154 N. 4th Street, Sunbury, PA 17801 (Tax Parcel #047-01-002-030)
- 11. 156 N. 4th Street, Sunbury, PA 17801 (Tax Parcel #047-01-002-031)
- 12. 160 Lombard Street, Sunbury, PA 17801 (Tax Parcel #048-02-003-111)
- 13. 244 Church Street, Sunbury, PA 17801 (Tax Parcel #048-01-003-012)
- 14. 246 Church Street, Sunbury, PA 17801 (Tax Parcel #048-01-003-013)
- 15. 244 N. 12th Street, Sunbury, PA 17801 (Tax Parcel #053-03-008-033-A)
- 16. 245-247 Penn Street, Sunbury, PA 17801 (Tax Parcel #048-01-003-015)
- 17. 259 S. 4th Street, Sunbury, PA 17801 (Tax Parcel #049-01-004-136)
- 18. 321 Chestnut Street, Sunbury, PA 17801 (Tax Parcel #049-01-005-058)
- 19. 336 Arch Street, Sunbury, PA 17801 (Tax Parcel #047-01-002-147)
- 20. 340 Linden Street, Sunbury, PA 17801 (Tax Parcel #049-02-004-030-A)
- 21. 341-343 Pennsylvania Avenue, Sunbury, PA 17801 (Tax Parcel #047-01-002-130)
- 22. 347 S. 4th Street, Sunbury, PA 17801 (Tax Parcel #049-02-004-057)
- 23. 348-350 Walnut Street, Sunbury, PA 17801 (Tax Parcel #049-01-004-137)
- 24. 351 S. 4th Street, Sunbury, PA 17801 (Tax Parcel #049-02-004-058)
- 25. 401 S. 2nd Street, Sunbury, PA 17801 (Tax Parcel #048-01-003-141)
- 26. 416 S. 4th Street, Sunbury, PA 17801 (Tax Parcel #049-02-004-132)
- 27. 418 S. 4th Street, Sunbury, PA 17801 (Tax Parcel #049-02-004-131) 28. 419 S. 2nd Street, Sunbury, PA 17801 (Tax Parcel #048-01-003-112)
- 29. 420 Chestnut Street, Sunbury, PA 17801 (Tax Parcel #047-02-002-082) 30. 422 Chestnut Street, Sunbury, PA 17801 (Tax Parcel #047-02-002-081)
- 31. 434 Fairmount Avenue, Sunbury, PA 17801 (Tax Parcel #053-04-008-009)
- 32. 444-446 Market Street, Sunbury, PA 17801 (Tax Parcel #047-02-002-029)
- 33. 457 N. 2nd Street, Sunbury, PA 17801 (Tax Parcel #050-03-005-058)
- 34. 460 Arch Street, Sunbury, PA 17801
 - (otherwise known as "Arch and 5th Street") (Tax Parcel #053-01-008-024)
- 35. 462 Catawissa Avenue, Sunbury, PA 17801 (Tax Parcel #052-04-007-044)
- 36. 519 N. 5th Street, Sunbury, PA 17801 (Tax Parcel #048-02-003-094)
- 37. 537 Reagan Street, Sunbury, PA 17801 (Tax Parcel #051-04-006-028)
- 38. 539 Reagan Street, Sunbury, PA 17801 (Tax Parcel #051-04-006-027)
- 39. 616 S. Front Street, Sunbury, PA 17801 (Tax Parcel #048-02-003-094)
- 40. 618-620 N. 5th Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-036)
- 41. 618 Reagan Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-009)
- 42. 620-650 N. 8th Street, Sunbury, PA 17801 (Tax Parcel #052-04-007-024)
- 43. 630 N. 7th Street, Sunbury, PA 17801 (Tax Parcel #052-02-007-007)

- 44. 630 Susquehanna Avenue, Sunbury, PA 17801 (Tax Parcel #050-03-005-128)
- 45. 724 Market Street Rear, Sunbury, PA 17801 (Tax Parcel #053-01-008-141)
- 46. 737-739 Market Street, Sunbury, PA 17801 (Tax Parcel #054-01-009-078)
- 47. 750 N. 8th Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-173)
- 48. 750 Edison Avenue, Sunbury, PA 17801 (Tax Parcel #052-04-007-025)
- 49. 833 Line Street, Sunbury, PA 17801 (Tax Parcel #052-03-007-043)
- 50. 877 S. 2nd Street, Sunbury, PA 17801 (Tax Parcel #048-03-003-028-A)
- 51. 879 S. 2nd Street, Sunbury, PA 17801 (Tax Parcel #048-03-003-028)
- 52. 916 Walnut Street, Sunbury, PA 17801 (Tax Parcel #054-03-009-011)
- 53. 953 Reagan Street, Sunbury, PA 17801 (Tax Parcel #052-03-007-139)
- 54. 964 S. Front Street, Sunbury, PA 17801 (Tax Parcel #048-03-003-066)
- 55. 1021 Penn Street, Sunbury, PA 17801 (Tax Parcel #051-03-006-173)
- 56. 1038 E. Chestnut Street, Sunbury, PA 17801 (Tax Parcel #054-01-009-151)
- 57. 1055 Reagan Street, Sunbury, PA 17801 (Tax Parcel #052-04-007-131-A)
- 58. 1056 Reagan Street, Sunbury, PA 17801 (Tax Parcel #052-05-007-059)
- 59. 1068 Miller Street, Sunbury, PA 17801 (Tax Parcel #054-03-009-069)
- 60. 1106 Susquehanna Avenue, Sunbury, PA 17801 (Tax Parcel #050-01-005-035)
- 61. 1122 East Chestnut Street, Sunbury, PA 17801 (Tax Parcel #054-02-009-033)
- 62. 1126-1128 Miller Street, Sunbury, PA 17801 (Tax Parcel #054-03-009-078)
- 63. 1148-1150 E. Chestnut Street, Sunbury, PA 17801 (Tax Parcel #054-02-009-041)
- 64. 1249 Market Street, Sunbury, PA 17801 (Tax Parcel #049-01-004-005)
- 65. 1253 Highland Avenue, Sunbury, PA 17801 (Tax Parcel #053-03-008-156)



02/28/22

Resolution 2022-26

To: City of Sunbury Operating Officials

The Susquehanna Valley Derby Vixens are scheduled to host approximately 6 sporting events in 2022, at the Sunbury Ice Rink, 249 Memorial Drive, Sunbury, PA.

DATES/EVENTS STILL BEING SCHEDULED, 5/1/22-9-30/22

During the operation of these events, we are formally requesting that the City of Sunbury authorize the consumption

of beer and wine brought onto the premises in non-breakable containers by a patron over the age of twenty-one (21)

for on-site consumption on the premises of a business that is not a restaurant, and does not otherwise possess a

Liquor License.

Thank you for your consideration in this matter,

Sincerely,

Candi Schiccatano

The Susquehanna Valley Derby Vixens

www.svderbyvixens.com / PO Box 367 Sunbury, PA 17801 / svderyvixens@gmail.com

ATTEST:

امر Jolinn Barner, City Clerk

City of Sunbury

Joshua A. Brosious, Mayor



CITY OF SUNBURY 225 MARKET STREET SUNBURY, PENNSYLVANIA 17801 WWW.SUNBURYPA.ORG JBARNER@SUNBURYPA.ORG 570-286-7820

MAYOR JOSHUA BROSIOUS

COUNCIL
RICHARD L. REICHNER
JOHN BARNHART
LISA MARTINA
JAMES R. EISTER

Resolution 2022-27

2022/ 2023 Ice Rink Hours and Rates

Weekday Public Skate

Wednesday Day

1:00p - 3:30p

/ Night 7:00p – 9:00p Friday Day

1:00p - 3:30p

/ Night 7:00 – 9:00p <u>All</u>

Shikellamy School District Holidays ------1:00p – 3:30p

Weekend Public Skate

Saturday Day

1:00p - 3:30p

/ Night 7:00p – 9:00p

Sunday

Day

1:00p - 3:30p

ALL TIMES ARE SUBJECT TO CHANGE & MAY VARY DUE TO HOCKEY GAMES SCHEDULES / WEATHER CONDITIONS. FOLLOW US ON FACEBOOK: SUNBURY ICE RINK

Ice Rink Rental Hourly Rates

\$275.00 per hour

last updated 2017 @\$250

\$200.00 per hour (For Youth Hockey Program Participants) last updated 2017@ \$170

Ice Rink Passes

Family (5) \$225.00 / Single - \$95.0 / Private Ice Time rental \$275.00 per hour <u>Ice rink Admissions</u>

Adults

\$7.00

Students

\$5.00

Under 5 Years old FREE

Group Rate (20+) \$5.00 per person: Includes admission & Skate rental.

Groups of 20 or more. (Must all come in as a group and pay as a group at same time.)

APTEST:

Jolinn Barner, City Clerk

CITY of SUNBURY:

Joshua A. Brosious, Mayor



CITY OF SUNBURY

225 MARKET STREET SUNBURY, PENNSYLVANIA 17801

> www.sunburypa.org sunbury1@ptd.net

Mayor Joshua Brosious

Council John Barnhart James Eister Lisa Martin Richard Reichner

Resolution 2022-28

Be it RESOLVED, that the City of Sunbury of Northumberland County hereby request a Flood Mitigation Program (FMP) grant of \$487,851 from the Commonwealth Financing Authority of the Commonwealth of Pennsylvania to be used for repair and reconstruction of the flood protection wall system.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Joshua Brosious, Mayor and Derrick Backer, City Administrator as the official(s) to execute all documents and agreements between the City of Sunbury and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Jolinn Barner, duly qualified City Clerk of the City of Sunbury, Northumberland, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the City Council at a regular meeting held March 28, 2022 and said Resolution has been recorded in the Minutes of the City of Sunbury and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the City of Sunbury, this March day of 28th, 2022.

City of Sunbury
Name of Applicant

Northumberland

County

Jolinn Barner, City Clerk



The Heart of the Susquehanna River



1027 Trexlertown Road Trexlertown , PA 18087 **Phone:** (484) 546-2000 **Fax:** (484) 546-2006 **Email:**

Infrastructure as a Service (laaS) ORDER FORM

Date	Quote #
03/25/22	INFQ11331-02

Sold To: City of Sunbury

Derrick Backer 225 Market Street Sunbury, PA 17801 United States

Phone: (570) 286-4207

E-mail: dbacker@sunburypa.org

Agreement Terms		
Terms:	Co-terminates With Infa11062	

Ship To: City of Sunbury

Derrick Backer 225 Market Street Sunbury, PA 17801 United States

Phone: (570) 286-4207

Payment Terms	Rep	PO Number	Ship Via
Due upon receipt	Felicia		5 day ground

Qty Description

Unit Price

Ext. Price

Infrastructure as a Service ("IaaS")

2 Hosted PBX Extension

"laaS" Monthly Subtotal

\$50.00

laaS Services require the following:

- Setup Fee (Equivalent to 1st Month): \$75.00

Fee's required for activation:

- First months laaS service:

\$ 75.00

- Setup & Activation fee:

\$ 50.00

Total

125.00

Total	\$50.00
Shipping	\$0.00
Sales Tax	\$0.00
SubTotal	\$50.00

Special Notes:

Additional Terms:			
1. PRICES BASED UPON TOTAL PURCHASE - 3RD PARTY EQUIPMENT SUBJECT TO DISCONTINUATION OR CHANGE IN SPECIFICATIONS - SHIPPING CHARGES ARE ESTIMATED AND ACTUAL CHARGES FOR SHIPPING WILL BE INVOICED - OUT-OF-SCOPE DELIVERY, TRAINING, OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED. TROUBLESHOOTING 3RD PARTY SERVICES, EXISTING NETWORKING OR PRODUCTS, OR INTERACTING WITH OTHER CUSTOMER VENDORS BY INFRADAPT FOR SUPPORT ISSUES MAY BE INVOICED AT T&M RATES.			
2. TRAVEL, ACCOMODATION, AND PER DIEM CHARGES ARE ADDITIONAL.			
3. The approximate time of delivery of Products will be, and Services will be provided starting on or about,			
4. The items under specific headings, in the body of this document, are governed by the following specific and correspondent Attachments, attached hereto, and incorporated by reference herein: A) Professional Services Items: Professional Services Attachment, at https://www.infradapt.com/ref/Infradapt-Prof-Svcs-Attachment.pdf B) Carrier Services Items: Carrier Services Attachment, at https://www.infradapt.com/ref/Infradapt-Carrier-Services-Attachment.pdf			
5. Notices to customer will be sent to the e-mail or address first set forth above unless Infradapt is notified in writing of an alternate address.			
6. You agree that all Services and Products that you acquire from Infradapt, directly or indirectly, will be subject to the terms and conditions on this Order Form, all applicable Attachments referenced above, and the Infradapt Infrastructure as a Service (laaS) Terms and Conditions, also available on the Internet at https://www.infradapt.com/ref/Infradapt-Infrastructure-as-a-ServiceTerms-and-Conditions-Attachment.pdf , attached hereto, and incorporated by reference herein.			
7. The Agreement states all of the rights, remedies and responsibilities between Customer and Infradapt. No additional terms of Customer shall be accepted by Infradapt or become part of the Agreement. IT TAKES PLACE OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.			
8. Grant of License: Infradapt grants to Customer a nonexclusive, perpetual, non-transferable, non-assignable personal license to use and operate the Materials for its own internal business purposes on the ordered Products in the United States at the location of Customer set forth above. No right to sublicense is granted.			
9. If payment is not made in accordance with the foregoing, Infradapt shall have the right to immediately cease performing hereunder and to disable any Products or Service for which payment in-full has not been received by Infradapt. CLIENT EXPRESSLY ACKNOWLEDGES THAT INFRADAPT HAS NO RESPONSIBILITY FOR ANY DAMAGES RESULTING FROM THE EXERCISE OF THIS REMEDY.			
10. This document contains confidential methods and ideas. Its contents are property of Infradapt LLC and are provided for review to potential customers. Reproduction or distribution of this document is restricted to those individuals named on Page 1. Distribution to third-parties is strictly prohibited.			
"Infradapt" "Customer"			
Authorized Authorized Signature Signature			
Printed Printed			

Title

Date

Title

Date .



AGREEMENT

AGREEMENT NO.: INFQ 11331-02 CUSTOMER (YOU OR YOUR) Springfield School District FULL LEGAL NAME: 111 W Leamy Ave, Springfield, PA 19064 ADDRESS: **EQUIPMENT AND PAYMENT TERMS** TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES X SEE ATTACHED SCHEDULE Equipment Schedule: (2) Polycom Desktop Business IP Phone EQUIPMENT LOCATION: As Stated Above 47 TERM IN MONTHS: TOTAL MONTHLY PAYMENT AMOUNT*: \$ (*PLUS TAX) 125.00 ADVANCE PAYMENT*: \$_ CONTRACT THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED PURSUANT TO THE TERMS AND THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED PURSUANT TO THE TERMS AND CONDITIONS HEREIN. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEES) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. **CUSTOMERS AUTHORIZED SIGNATURE** BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF. Х (As Stated Above) CUSTOMER SIGNATURE PRINT NAME & TITLE DATE LESSOR (WE, US, OUR) Infradapt, LLC LESSOR SIGNATURE PRINT NAME & TITLE DATE 1027 Trexlertown Rd Trexlertown, PA 18087-9643

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein (Equipment) and you unconditionally agree to pay us the amounts payable under the terms of this agreement (Agreement) each period by the due date. This Agreement will begin on the date of our acceptance hereof, with your first monthly payment for each dollar overdue or twentysix dollars (\$26.00); or 2) the highest lawful charge, if less. If an advance payment is required, the amount exceeding one payment shall be

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the Equipment Payment) and the initial amount payable to us under a separate statement of work, IT service agreement or other arrangement for network and/or software support services, equipment maintenance and/or other professional IT services relating to your IT network (the Service Payment). The initial Service Payment is 68.74% of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience. If the amount of the Service Payment is adjusted during the term of this Agreement in accordance with your statement of work or IT service agreement, we will invoice you for the updated Service Payment after the effective date of such adjustment. You will look solely to us for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to Equipment include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are not responsible for any damage to or loss of the Equipment. Notwithstanding the foregoing, we will reimburse you for any loss or damage caused by our gross negligence or willful misconduct. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages with investigating or defending any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

OWNERSHIP. We own the Equipment.

TAXES. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Where applicable, sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the End Date), this Agreement will renew month to month unless: a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to a location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code (UCC). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole record constituting chattel paper under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

Agreement No.: INFQ 11331-02	Initials:
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CITY OF SUNBURY

225 MARKET STREET SUNBURY, PENNSYLVANIA 17801

> www.sunburypa.org sunbury1@ptd.net

Mayor Joshua Brosious

Council John Barnhart James Eister Lisa Martin Richard Reichner

Resolution 2022-29

Be it RESOLVED, that the City of Sunbury of Northumberland County hereby requests a Park Rehabilitation and Development Program Grant from the Department of Conservation and Natural Resources (DCNR) to be used for The Sunbury Wetlands Ecological and Educational Park project. Be it FURTHER RESOLVED that the Applicant does hereby designate Joshua Brosious, Mayor and Derrick Backer, City Administrator as the official(s) to execute all documents and agreements between the City of Sunbury and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant. I, Jolinn Barner, duly qualified City Clerk of the City of Sunbury, Northumberland, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the City of Sunbury Council (at a regular meeting held March 28, 2022 and said Resolution has been recorded in the Minutes of the City of Sunbury and remains in effect as of this date. IN WITNESS THEREOF, I affix my hand and attach the seal of the City of Sunbury, this 28th day of March, 2022.

City of Sunbury
Name of Applicant

Northumberland County

ATTEST:

Jolinh Barner, City Clerk

City of Sunbury:

Joshua A. Brosious, Mayor

Resolution 2022-30

COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA LIQUOR CONTROL BOARD

CITY OF SUNBURY, NORTHUMBERLAND COUNTY, PA PETITION FOR EXEMPTION FROM SECTION 493(34)

AND NOW, comes the City of Sunbury, Northumberland County, Pennsylvania, and in support of its instant Petition, avers as follows:

- 1. The City of Sunbury is a Third Class City organized and existing under the laws of the Commonwealth of Pennsylvania with a current municipal address of 225 Market Street, Sunbury, Northumberland County, Pennsylvania 17801.
- 2. On or about May 11, 2020, the City of Sunbury adopted a local Noise Ordinance with the intention of enforcing said Ordinance in place of Section 493(34) of the Pennsylvania Liquor Code, 47 P.S. § 1-101 et seq. A copy of said Ordinance is attached hereto as Exhibit "A".
- 3. On or about March 28, 2022, the City of Sunbury adopted a Resolution confirming City's adoption and support of the aforesaid Noise Ordinance, supporting the filing of the instant Petition, and indicating the City's intent to enforce the City Noise Ordinance in place of Section 493(34) of the Pennsylvania Liquor Code, 47 P.S. § 1-101 et seq. A copy of said Resolution is attached hereto as Exhibit "B".
- 4. The City of Sunbury intends that the entire City limits be exempted. A copy of a Sunbury City map showing the area of the City to be exempted is attached hereto as Exhibit "C".
- 5. It is the intent and desire of the City of Sunbury to enforce its aforesaid Ordinance in place of Section 493(34) of the Pennsylvania Liquor Code, 47 P.S. § 1-101 et seq.
- 6. A hearing relative to the instant Petition shall be held in the City Council Chambers located at 225 Market Street, Sunbury, Northumberland County, Pennsylvania 17801.

7. Any and all publication of Sunshine Act notices shall be by and through the Daily Item newspaper based in Sunbury, Northumberland County, Pennsylvania.

WHEREFORE, the City of Sunbury hereby respectfully requests that a public hearing be scheduled before this Honorable Board, which hearing shall take place within the identified area and must comply with the notice, recording, and public participation requirements of 65 Pa.C.S. Ch. 7 (relating to open meetings), and thereafter grant to the indicated portion of the City of Sunbury an exemption from the requirements of Section 493(34) of the Pennsylvania Liquor Code, 47 P.S. § 1-101 et seq.

Respectfully s	submitted,
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WIEST, WIEST BENNER & RICE, LLC

-	

By:

Joel M. Wiest, Esquire

Attorney for the City of Sunbury

Attorney ID # 81984 5 North Second Street Sunbury, PA 17801

Telephone: (570) 286-4022 Telefax: (570) 286-4454

VERIFICATION

I verify that the statements made in this Petition are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

Date:	
	Joshua A. Brosious, Mayor of the City of Sunbury