

**BLOOMSBURG TOWN COUNCIL MEETING
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)
MONDAY, MARCH 13, 2023, 7:00 P.M.**

PUBLIC CAN JOIN:

DIAL: +1 646 558 8656 US & INCLUDE THE MEETING ID: 456-920-3798 & PRESS #.

JOIN ONLINE AT: <https://us02web.zoom.us/j/4569203798>.

Call to order.

Pledge of allegiance.

Council remarks.

- An executive session was held on February 27, 2023 from 8:36 p.m. – 9:01 p.m. regarding a litigation matter, potential litigation matter, and a personnel matter.
- An executive session was held on February 28, 2023 from 10:45 a.m.- 11:27 a.m. regarding potential real estate property.
- An executive session was held on March 6, 2023 from 2:00 p.m.- 2:38 p.m. regarding a police personnel matter and a litigation matter.
- An executive session was held on March 8, 2023 from 10:28 a.m.- 10:45 a.m. regarding a personnel matter.

Citizens to be heard (time limit of three minutes).

-Betts Cassady and Charlie Pursel- Bike path.

- **125 West Main Street- West End Ale Haus- six new windows.**
 - o HARB December 2022 minutes reflected three quotes were to be obtained for the January 2023 meeting by the applicant.
 - o Applicant came to the March 2023 meeting with one quote from Ply Gem Windows.
 - o HARB member received a quote for full restoration vs. replacement.
 - o HARB's final vote was 2-2 regarding the Ply Gem Windows.
- **161 East 5th Street- Redesign of back garage section.**
 - o Applicant contacted the Codes Office on 3/2- referencing no availability for the meeting.
 - o Per past procedure, HARB denied the applicant due to not being present.
 - o Applicant was okay with coming back to the April 2023 meeting to fully present details.
 - o Recommendation this evening is to take action to deny the application.

Adoption of an ordinance amending Chapter 7, Part 5 entitled "Fire Prevention and Fire Protection" of the Code of Ordinances of the Town of Bloomsburg.

Adoption of an ordinance amending Chapter 15, Part 6, Section 8 entitled "One Hour Parking" of the Code of Ordinances of the Town of Bloomsburg.

Adoption of an ordinance amending Chapter 15, Appendix C entitled "Parking Prohibited in Specific Locations Certain Days and Hours" of the Code of Ordinance of the Town of Bloomsburg.

Adoption of an ordinance amending Chapter 15, Part 6, Section 6, entitled "Assigned Handicapped Parking Area" of the Code of Ordinances of the Town of Bloomsburg.

Flood Week Proclamation.

1. Approval of the Council minutes from the 2/27/2023 meeting minutes.
2. **Department reports.**
 - A. Police department report.
 - B. Police officer report.
 - C. Town of Bloomsburg fuel mileage report.
 - D. Public Works monthly report (January and February).
 - E. Code enforcement monthly report (building & zoning permits).
 - F. Code enforcement citation report.
 - G. Recycling report.
 - H. Fire Department report.
 - I. Airport report.
3. **ADMINISTRATIVE FINANCE COMMITTEE- Justin Hummel.**
 - A. Approval to advertise for a crossing guard at a rate of \$9.50 per hour. Fifty percent of costs (advertising and hourly pay) are reimbursed by the Bloomsburg School District.
 - B. Recommendation to approve the list of February bills that were paid.
 - C. Approval of the updated civil service language (will be provided at the meeting due to legal sending it back on 3/13/2023).
 - D. Recommendation to approve a new civil service search for the Bloomsburg Police Department.
 - E. Recommendation to approve advertising for a Recycling position at the rate of the contract.
 - F. Recommendation to approve authorizing an extension of Ostergaard Acoustical Associates consulting services to the Town of Bloomsburg not to exceed \$5,000 for services performed in 2023.
 - G. Recommendation to approve accepting a fire escrow check in the amount of \$666.67 for 52 Lincoln Avenue.
 - H. Recommendation to approve appointing Diane Levan to the Code Appeal Board with a term expiring 12/31/2025.

4. **PUBLIC WORKS & ENVIRONMENTAL COMMITTEE – James Garman.**

- A. Approval of a quote from Dent Plumbing & Heating, Inc. in the amount of \$3,199 to replace an existing unit heater at Public Works.
- B. Recommendation to approve the draft schedule for the 2023 CDBG annual action plan.
- C. Recommendation to approve placing the parking lot project out to bid.
-Pine Lot, E. Pine Lot and W. Pine Lot
- D. Recommendation to approve a quote from Recycling Equipment Corporation in the amount of \$9,120.80 for the Recycling baler oil change.
- E. Recommendation to approve the Civil Air Patrol Squadron 522 placing a small banner on the airport fence near the entrance.
- F. Approval of an easement agreement with John D. Berger, III.

Next meeting: March 27, 2023.

Executive Session regarding a litigation matter, a real estate matter and a personnel matter.

A potential motion for a Deputy EMA Coordinator (per Jennifer Long, Emergency Management Coordinator).

To: Town Council
From: Betts Cassady and C.B. Pursel
Re: Request to cancel Town Council's plan to extend the Bike Path to Market Square
which plan includes a planted area.

As residents of upper Market Street, we strongly protest the extension of the current bike path on lower Market Street to the Fountain. Below we have listed reasons we consider the current proposal to be unsafe, unworkable and unattractive.

1. The area proposed for extension of the bike path includes:
 - 2 churches
 - private driveways
 - 2 funeral homes
 - an elementary school
 - business and professional offices
 - active railroad tracks
 - the Post Office
 - the Public Library
2. The intersection at Fifth Street and Market Street is a busy one with space needed for a left turn lane in both directions. The bike path would complicate this situation.
3. The elementary school at Fifth and Market poses our biggest concern. As of now, both the school buses and parents - dropping off and picking up the children - park next to the curb on Market Street.
This curb borders a narrow strip of grass which borders a wide sidewalk. With the proposed plan, the buses and cars would need to park out in the street while the young children cross a proposed planted area, then the bike path, then the current grassy area to eventually reach the sidewalk. We find this plan for access to a public school for children 5 years old and up to be dangerous as well as inconvenient.
4. Town Council's proposal greatly challenges the lovely aesthetics of upper Market Street. Currently this wide street provides an attractive approach to the center of Town and the Town Fountain. Instead, as is currently true on lower Market Street, there would be cars parked, seemingly in the middle of the Street, drastically affecting the view.
5. For residents of Market Street there are two other major problems, about which we have heard complaints from residents of lower Market : first, unloading their cars and having to carry groceries, babies, etc. a longer distance to their front door; secondly, losing a significant number of parking spaces which they were told ahead of time would not occur.

We thank you for considering this request to drop the plan for a bike path on upper Market Street. In addition, we hope you will talk, as we have, with residents of lower Market to hear their desire to remove the current bike path, restore the lost parking places as well as curb access and retain the former attractive wide street.

Sincerely,

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 7 ENTITLED “FIRE PREVENTION AND
FIRE PROTECTION” OF THE CODE OF ORDINANCES OF THE TOWN OF
BLOOMSBURG**

WHEREAS, pursuant Ordinance No. 874, adopted May 24, 2004, The Town of Bloomsburg (the “Town”) adopted the Pennsylvania Uniform Construction Code as the municipal building code for the Town; and

WHEREAS, the Commonwealth of Pennsylvania has adopted, in part, the International Fire Code of 2018 (the “IFC”) for use through the Commonwealth of Pennsylvania; and

WHEREAS, the IFC contains certain record keeping requirements with respect to inspections, tests, servicing and maintenance of property;

WHEREAS, the Town desires to establish a process and procedure for recordkeeping as required by the IFC.

AND NOW be it ORDAINED and ENACTED by the Bloomsburg Town Council, as follows:

1. The following shall be added as Part 5, to Chapter 7 of the Town of Bloomsburg Code:
- 2.

**PART 5
RECORDKEEPING REQUIREMENTS**

§ 7-501. Definition

As used in this Part, the following term shall have the meaning indicated:

FIRE CODE OFFICIAL shall mean the Town of Bloomsburg Fire Chief or such other individual, as the Bloomsburg Town Council shall designate to act as the Town Fire Code Official.

§7-502. Recordkeeping

- a. From and after the effective date of this Ordinance, all inspection reports provided through a third-party inspection reporting system shall be maintained pursuant to the standards set forth in the 2018 International Fire Code, as may be amended from time to time, including subsequent editions of said International Fire Code. Such record of periodic inspections, tests, servicing and other operations and maintenance shall be maintained on the premises or other approved location for not less than three (3) years.

- b. The inspection reports records shall be provided to the Fire Code Official and the Town of Bloomsburg Code Enforcement Officer by the company performing the inspections and maintenance via Brycer, LLC who is the designated third-party inspection reporting system. The Town may by Resolution change, from time to time, the entity acting as the third-party reporting system.

§7-503. Standards Established by International Fire Code

The intent of this Ordinance is to enact record-keeping requirements which are consistent with the requirements of the International Fire Code of 2018, as the same may be amended from time to time, including subsequent editions of said International Fire Code. These requirements are recognized in the Pennsylvania Construction Code, which has been adopted by the Town of Bloomsburg pursuant to Ordinance 874.

§7-504. Exemption

The provisions of this Part shall not apply to any buildings, dwellings or structures which are inspected by any federal or state agency or instrumentality for compliance with the requirements of the International Fire Code of 2018, as amended and/or any other applicable rule, regulation and/or code setting forth standards for fire prevention and fire safety.

§7-505. Penalty

Any person violating a provision of this Part, shall, upon conviction in a summary proceeding, be sentenced to pay a fine, not in excess of \$1,000, to be paid to the use of the Town of Bloomsburg, together with the costs of prosecution, or be imprisoned for not more than 10 days, or both. Each day that a violation of this Part continues or each section of this Part which shall be found to have been violated shall constitute a separate offense.

§7-506. Effective Date

This Part shall be effective five (5) days after the date of passage of this Part.

§7-507. Severability

If any section, subsection, sentence or clause of this Part is held, for any reason, to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Part.

ORDAINED AND ENACTED into law by the Bloomsburg Town Council in lawful session assembled this ____ day of _____, 2023.

Attest:

TOWN OF BLOOMSBURG

Lisa Dooley, Secretary

Justin C. Hummel, Mayor

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF
THE TOWN OF BLOOMSBURG, § 15-608. ENTITLED “ONE HOUR PARKING”**

WHEREAS, the Town of Bloomsburg (the “Town”) enacted Chapter 15 of the Code of Ordinances of the Town of Bloomsburg (the “Code”) which regulates Motor Vehicles and Traffic; and

WHEREAS, the Town enacted § 15-608. of Chapter 15 of the Code which has established certain one-hour parking spaces in the Town; and

WHEREAS, the Town desires to amend § 15-608. of Chapter 15 of the Code as set forth herein

AND NOW be it ORDAINED and ENACTED by the Bloomsburg Town Council, as follows:

1. Subsections 1, 3 and 4 of § 15-608 of Chapter 15 shall be deleted in their entirety.
2. Subsection 2 of § 15-608 of Chapter 15 shall be renumbered and read as follows:
 1. Two spaces (one on east side and one on west side) on Park Street shall be designated as one-hour parking spaces for business parking for the Park Street Chiropractic office.

ORDAINED AND ENACTED into law by the Bloomsburg Town Council in lawful session assembled this ____ day of _____, 2023.

Attest:

TOWN OF BLOOMSBURG

Lisa Dooley, Secretary

Justin C. Hummel, Mayor

TOWN OF BLOOMSBURG
COLUMBIA COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN SECTIONS OF MOTOR VEHICLE AND
TRAFFIC REGULATIONS IN FORCE IN THE TOWN OF BLOOMSBURG, AS SET FORTH
IN CHAPTER 15 OF THE CODE OF ORDINANCES OF THE TOWN OF BLOOMSBURG

BE IT ENACTED AND IT IS HEREBY ENACTED, by the Town Council of
Bloomsburg.

PART 3 – PARKING REGULATONS

1. Part 3, Section 15-304, Appendix C, Add/ Remove the following:

Highway	Side	Time	Day	Between
REMOVE 12 ½ Street	Both	3 hours	When school is in session	Railroad Street and Colonial Avenue
Barton St.	West	0800-1500	Thursday	Main St. & Anthony Ave.
Barton St.	East	0800-1500	Friday	Main St. & Anthony Ave.
Catherine St.	East	0800-1500	Friday	Eighth St. & Fourth St.
Catherine St.	West	0800-1000	Monday	Ninth St. & Eighth St.
Catherine St.	East	0800-1500	Tuesday	Twelfth St. & Ninth St.
Catherine St.	West	0800-1500	Thursday	Fifth St. & Third St.
Center St.	East	0001-0600	Friday	Third St. & Main St.
Center St.	West	0800-1500	Friday	Sixth St. & 3rd Street
Cherry St.	West	0800-1500	Friday	Seventh St. & Eighth St.
Colonial Ave.	Both	0800-1500	Monday	Eleventh St. & Twelfth St.
Columbia Ave.	South	0800-1500	Tuesday	Market St. & Jefferson St.
Columbia Ave.	South	0800 - 1500	Tuesday	Center St. & Market St.
Columbia Ave.	North	0800-1500	Monday	Market St. & West St.
Remove Columbia Ave.	Both	0800-1500	Monday	Jefferson St. & West St.
Country Club Dr.	North	0800-1500	Wednesday	Lightstreet Rd. & Hill Rd.
Country Club Road	East	No Parking	Wednesday	Lightstreet Rd. & Country Club Dr.
Eight & half Street	North	0800-1500	Monday	Railroad St. & Leonard St.
Eight & half	South	0800-1500	Tuesday	Railroad St. & Leonard

Street				St.
Eighth St.	South	0800-1500	Monday	Naylor Ave. & Poplar St
Eighth St.	South	0800-1500	Monday	Iron St. & Market St.
Eighth St.	North	0800-1500	Tuesday	Market St. & West St.
East St.	East	0001-0600	Thursday	Main St. & E. 6th St.
East St.	West	0001-0600	Friday	Main St. & E. 6th St.
Eighth St.	South	0800-1500	Monday	Jefferson St. & West St.
Eighth St.	North	0800-1500	Tuesday	Poplar St. & Iron St.
Remove Eleventh St.	Both	3 hours	When school is in session	Railroad Street and Colonial Avenue
Eleventh St.	North	0800-1500	Tuesday	Railroad St. & Catherine St.
Eleventh St.	South	0800-1500	Monday	Railroad St. & Catherine St.
Eyer St.	North	0800-1500	Thursday	Millville Rd. & Glenn Ave.
Eyer St.	South	0800-0300	Friday	Millville Rd. & Glenn Ave.
Fair Street	North	0800-1500	Thursday	Penn St. & Pine St.
Fifth St.	South	0001-0600	Friday	Chestnut Ave. & Market St.
Fifth St.	North	0800-1500	Monday	Railroad St. & Market St.
Fifth St.	North	0800-1500	Monday	Chestnut Ave. & Park St.
Fifth St.	South	0800-1500	Tuesday	Railroad St. & Market St.
Fifth St.	South	0800-1500	Tuesday	Chestnut Ave. & Park St.
Fifth St.	North	0001-0600	Thursday	Chestnut Ave. & Market St.
First St.	North	0800-1500	Thursday	Pine St. and Iron St.
First St.	South	0800-1500	Wednesday	Market St. & West St.
First St.	South	0800-1500	Friday	Railroad St. & Leonard St.
First St.	South	0800-1500	Wednesday	Penn St. & Iron St.
First St.	North	0800-1500	Thursday	Murray Ave. & Oyer Ave.
Fourth St.	South	0800-1500	Wednesday	Railroad St. & Oak Lane
Fourth St.	North	0800-1500	Thursday	Railroad St. & Oak Lane
Glenn Ave.	South	0800-1500	Thursday	Eyer St. & Penn St.
Harriet St.	Both	0800-1500	Monday	Thirteen St. & Ft. McClure Blvd.
Iron St.	West	0001-0600	Friday	Main St. & Third St.
Iron St.	East	0800-1500	Thursday	Third St. & Seventh St.
Jefferson St.	East	0800-1500	Friday	Third St. & Fifth St.
Jefferson St.	West	0800-1500	Friday	Fifth St. & Sixth St.
Remove Jefferson	West	0001-0600	Friday	Main St. & Third St.

St.

Jefferson St.	East	0001-0600	Thursday	Main St. & Third St.
Remove Jefferson St.	East	0800-1500	Thursday	Third St. & Seventh St.
Jefferson St.	East	0800 -1500	Monday	Eighth St. & Columbia Ave.
Kent Lane	Both	0800-1500	Wednesday	All of Kent Lane
Leonard St.	West	0001-0600	Thursday	First St. & Anthony Ave.
Leonard St.	East	0001-0600	Friday	First St. & Anthony Ave.
Lightstreet Rd.	North	All Times	Monday - Friday	Penn St. & Scott Twp. Line
Lightstreet Rd.	South	All Times	Monday- Friday	Main St. & Scott Twp. Line
Lightstreet Rd	North	0800-1500	Wednesday	Penn St. & North St.
Remove Lincoln Ave.	Both	All Times	November-April	Wert Ave. & Glen Ave.
Main St.	South	0001-0600	Friday	West St. & Leonard St.
Main St.	North	0001-0600	Thursday	West St. & Leonard St.
Main St.	South	0800-1500	Wednesday	Leonard St. & Bridge St.
Main St.	Both	0200-0500	Daily	West St. & East St.
Main St.	North	0800-1500	Thursday	Leonard St. & Orchard St.
Market Square	All	0200-0500	Daily	
Remove Market Square	NE Quadrant	1800-0600	Daily	No backing into stalls
Market St.	West	0001-0600	Thursday	West First St. & West Eighth St.
Market St.	East	0001-0600	Friday	West First St. & West Eighth St.
Market St.	West	0800-1500	Thursday	West Eighth St. & Ft. Mc-Clure Blvd.
Market St.	East	0800-1500	Friday	West Eighth St. & Ft. Mc-Clure Blvd.
McGuire Rd.	North	0800-1500	Wednesday	Hill Rd. & Town limits with Scott Twp.
Ninth St.	South	0800-1500	Tuesday	Catherine St. & Poplar St.
Ninth St.	South	0800-1500	Tuesday	Barton St. & Market St.
Ninth St.	North	0800-1500	Monday	Barton St. & Railroad St.
North St.	West	0001-0600	Thursday	East First St. & Lightstreet Rd.
North St.	East	0001-0600	Friday	East First St. & Lightstreet Rd.

Old Berwick Rd.	South	0800-1500	Tuesday	Cherry St. & 922 Old Berwick Rd.
Remove Old Berwick Rd.	South	0001-0600	Thursday	Seventh St. & Spruce St.
Park St.	West	0800-1500	Friday	Fifth St. & Old Berwick Rd.
Park St.	East	0800-1500	Thursday	Fifth St. & Old Berwick Rd.
Penn St.	East	0800-1500	Wednesday	Fourth St. & Third St.
Penn St.	West	0800-1500	Thursday	Fourth St. & Third St.
Penn St.	East	All Times		Lightstreet Rd. & East First Street
Penn St.	West	0800-1500	Thursday	Lockard Ave & First St.
Pine St.	West	0800-1500	Thursday	Fair St. & First St.
Port Noble Dr.	North	0800-1500	Tuesday	Colonial St. & Railroad St.
Railroad St.	East	0800-1500	Monday	Ninth St. & Eight & half St.
Remove Railroad St.	Both	0800-1530	School	12 th St. & Ft. McClure Blvd.
Railroad St.	Both	0800-1600	Monday - Friday	9 th St & 11 th St.
Railroad St.	East	0800-1500	Wednesday	Fifth St. & Hemlock Twp. Line
Second St.	South	0001-0600	Friday	East St. & Penn St.
Second St.	North	0800-1500	Wednesday	Elm St. & Oak Lane
Second St.	South	0800-1500	Wednesday	Spruce St. & Oak Lane
Second St.	South	1900-0700	Daily	Chestnut Street & Oak Lane
Second St.	North	0001-0600	Thursday	East St. & Penn St.
Second St.	North	0200-0500	All Days	Chestnut St & Elm St.
Seventh St.	South	0800-1500	Tuesday	Market St. & East St.
Remove Seventh St.	South	0001-0600	Thursday	East St. & Spruce St.
Sixth St.	Both	0000-0600	Daily	Market St. & Jefferson St.
Sixth St.	South	0800-1500	Monday	Market St. & Jefferson St.
Sixth St.	North	0800-1500	Tuesday	East St. & Railroad St
Remove Spruce St.	East	0800-1500	Tuesday	Spruce St. & New Berwick Highway (Rt. 11)
Remove Spruce St.	West	0800-1500	Monday	Fifth St. & New Berwick Highway (Rt. 11)
Spruce Street	Both	All Times	November-April	East Second St. & Pine Ave.

Tenth St.	South	0800-1500	Monday	Market St. & Ferry Rd.
Tenth St.	North	0800-1500	Tuesday	Market St. & Ferry Rd.
Third St.	South	0800-1500	Thursday	Oak Lane and East St.
Third Street	North	0800-1500	Wednesday	Oak Lane & Market St.
Third St.	South	0800-1500	Thursday	Market St. & Orchard St.
Third Street	North	0800-1500	Wednesday	Scott Ave. & Orchard St.
Thirteenth St.	Both	0800-1500	Monday	Catherine St. & Harriet St.
Remove Twelfth Street	Both	3 hours	When school is in session	Railroad Street and Colonial Avenue
Twelfth St.	North	0800-1500	Monday	Railroad St. & Catherine St.
Twelfth St.	South	0800-1500	Tuesday	Railroad St. & Catherine St.
West St.	West	0800-1500	Thursday	First St. & Main St.
West St.	East	0800-1500	Wednesday	First St. & Main St.
West St.	East	0001-0600	Thursday	Third St. & Main St.
West St.	West	0001-0600	Friday	Third St. & Main St.
West St.	East	0800-1500	Thursday	Fifth St. & Third St.
West St.	West	0800-1500	Friday	Sixth St. & Third St.
Wood St.	West	0800-1500	Monday	Fifth St. & Third St.
Wood St.	East	0800-1500	Tuesday	Fifth St. & Pine Ave.
York Rd.	Both	0800-1500	Wednesday	Country Club Dr. & Lightstreet Rd.
Zehner St.	South	0800-1500	Monday	Railroad St. & Barton St.
Zehner St.	North	0800-1500	Tuesday	Railroad St. & Barton St.

This Ordinance is effective upon enactment.

Enacted the _____ day of _____, 2023

TOWN OF BLOOMSBURG:

BY: _____
JUSTIN C. HUMMEL, MAYOR

ATTEST:

LISA DOOLEY
TOWN MANAGER/SECRETARY

TOWN OF BLOOMSBURG
COLUMBIA COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN SECTIONS OF MOTOR VEHICLE AND
TRAFFIC REGULATIONS IN FORCE IN THE TOWN OF BLOOMSBURG, AS SET FORTH
IN CHAPTER 15 OF THE CODE OF ORDINANCES OF THE TOWN OF BLOOMSBURG

BE IT ENACTED AND IT IS HEREBY ENACTED, by the Town Council of
Bloomsburg.

PART 6 – Section 15-606, Assigned Handicapped Parking Area. Add/ amend the
following:

1. Upon approval by the Town Council the Town of Bloomsburg may erect a reserved handicap space as close as possible to the residence of a person with a disability or who is a severely disabled veteran who has applied for a reserved handicap space. A fee to be determined by council from time to time will be required at the time of application. Reserved handicapped parking spaces will include the license plate number of the handicapped person's designated car.
2. In all other public parking areas where signs are posted with the designated international symbol for access for persons with disabilities only those with handicapped registration plate, handicapped parking placard, disabled veteran registration, or a disabled veteran placard shall be permitted to park in those handicap spaces:

Street

Catherine Street
Center Street
Columbia Avenue
~~Country Club Drive~~
~~Diner Lot~~
East Street
Eighth Street, East
Eighth Street, East
~~Eighth Street, East~~
~~Fifth Street~~
Fifth Street, East
~~Fourth Street, East~~
Fourth, East
Fourth Street, East
Fourth Street, East

Location

361 Catherine Street
Southeast corner of Center Street at Main Street
143 Columbia Avenue
~~940 Country Club Drive~~
Municipal Lot 1 space
232 East Street
282 East Eighth Street Apt 1
288 East Eighth Street
~~235 East Eighth Street~~
~~377 East Fifth Street~~
323 East Fifth Street
~~349 East Fourth Street~~
324 East Fourth Street
444 East Fourth Street
607 East Fourth Street

Street	Location
Fourth Street, West	139 West Fourth Street
Fourth Street, West	319 West Fourth Street
Fourth Street, West	320 West Fourth Street
Fourth Street, West	334 West Fourth Street
Iron Street	533 Iron Street
Library Lot	Municipal lot 2 spaces
McGuire Road	930 McGuire Road
Main Street, West	24 West Main Street
Main Street, West	35 West Main Street
Main Street, West	589 West Main Street
Market Street	Northwest corner with Main Street
Market Street	Southeast corner with Main Street
Market Street	Town Park
Metered Parking Lot No. 5	First stall northwest corner with Main Street
Park Street	500 Block of Park Street for Bloomsburg Area School District Office
Pine Street	21 Pine Street
Second Street	First stall northeast corner with Main Street
Third Street, East	325 East Third Street
Third Street, East	442 East Third Street
Third Street, West	130 West Third Street at Murray Avenue for Wesley United Methodist Church
Third Street, West	222 West Third Street, Apt. 1
West Pine Avenue	West Pine Ave. 4 spaces, Pine Ave. 5 spaces and East Pine Ave. 2 spaces municipal parking lots; one additional handicapped only space in each of said lots.
West Street	111 West Street
West Street	244 West Street

3. The list of approved handicap spaces may be updated by a resolution of the Bloomsburg Town Council from time to time.
4. Any person violating this section shall pay at the office of the Chief of Police the sum of \$50 within 20 days of the date of the violation. If the sum of \$50 is not paid within 20 days of the date of the violation, a citation shall be filed in the Office of the Magisterial District Court, and upon conviction, the violator shall be sentenced to pay a fine of \$60 plus costs of prosecution.

This Ordinance is effective upon enactment.

Enacted the _____ day of _____, 2023

TOWN OF BLOOMSBURG:

BY: _____
JUSTIN C. HUMMEL, MAYOR

ATTEST:

LISA DOOLEY
TOWN MANAGER/SECRETARY

**Town of Bloomsburg
Columbia County, Pennsylvania
Flood Insurance/Awareness Proclamation**

- WHEREAS,** The Town of Bloomsburg supports Flood Safety Awareness and promotes citizens and business owners to obtain flood insurance; and
- WHEREAS,** Town Council encourages all citizens to understand the risk of flooding and take actions to protect themselves and protect their property; and
- WHEREAS,** Bloomsburg participates in the National Flood Insurance Program (NFIP) developed by The Federal Emergency Management Agency (FEMA). The Community Rating System (CRS) is a voluntary program that seeks to reduce flood damages to insurable property, strengthen and support the insurance aspects of the NFIP; and
- WHEREAS,** Citizens living in a participating community should consider flood insurance before the next flood occurs. Flood insurance, like other property and casualty coverage, is written by licensed insurance agents. The agent who writes your homeowners or property insurance should be able to assist you in determining your eligibility and coverage options; and
- WHEREAS,** Bloomsburg encourages residents to protect the life they have built and their property by purchasing a flood insurance policy. Just one inch of flood water can cause more than \$25,000 in damage to your home, yet typical home owners’ insurance does not cover flood damages. Flood insurance can be the difference between recovery and financial devastation; and
- WHEREAS,** The NFIP provides flood insurance to property owners, renters and businesses, and having this coverage helps recover faster when floodwaters recede. Although flood insurance is not legally required for all properties, it is generally a good idea to have it; and

THEREFORE, I Justin Hummel Mayor of the Town of Bloomsburg, Pennsylvania, in recognition of the devastation that flooding can have on our community do hereby encourage all home owners, renters and businesses to protect their property with a flood insurance policy and be aware of flooding in our community. Let it be known, the week of March 20- 24th will be Flood Awareness Week in the Town of Bloomsburg.

Justin C. Hummel, Mayor

ATTEST:

Secretary

-SEAL-

The Bloomsburg Town Council held a meeting on Monday, February 27, 2023 beginning at 7:00 p.m. in Council Chambers, 2nd Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <https://us02web.zoom.us/j/4569203798>.

Mayor Justin Hummel called the meeting to order at 7:00 p.m., present were Council Members Toni Bell, James Garman, Vince DeMelfi, Bonnie Crawford, Nick McGaw and James Huber via Zoom, Town Manager/Secretary/Treasurer Lisa Dooley, Chief of Police Scott Price, Director of Public Works John Fritz, Fire Chief Scott McBride, Director of Finance Kim Pogash, Director of Code Enforcement Michael Reffeor, Code Officer Kyle Bauman, Code Officer Greg Ash and Airport Coordinator BJ Teichman. Also present were MJ Mahon, Shaun Creighton, Dawn Moore, Corey Kreischer, Carolyn Yagle, George Mantas, Stacy Wagner, Barbara Coladonato, Brandon Eichner, David Hill, Dennis, Jamey Harding, M. Dinino, Tim, 9 Bloomsburg University students and 13 people from the public.

Citizens to be heard.

Carolyn Yagle, Environmental Planning & Design was present to discuss the zoning rehaul that is currently in progress. Ms. Yagle touched on a number of subjects including identifying the different districts and reviewing the administration of the ordinance.

Brandon Eichner, President of the CGA was present to discuss the Big Event which will be held on April 15, 2023. The CGA is currently looking for donations for materials and stated that the event will be focused on residential yard work.

Shaun Creighton presented Council with a petition with approximately 100 people in regards to the zoning rehaul and the impact that the changes would have on the East 3rd Street and East 4th Street area.

Roy Pointer voiced his concern in regard to the proposed zoning changes in his area. Although the proposed format makes for a clearer ordinance, there are definitions that are missing and the entire ordinance requires a proof read for grammatical errors.

George Mantas, Director of Business Development for the Compliance Engine was present to give a brief overview on the service that his company could provide in regards to fire protection and prevention throughout the business district. The Compliance Engine tracks third party inspection results of fire alarm and suppression systems and reports back to the municipality. This service is offered free to the Town.

Dawn Moore was present to request permission to oil Canadian Goose eggs this spring in an attempt to control the goose population at the park. L. Dooley informed Council that the Town must be registered with the USDA and the individuals handling the eggs must be trained. J. Huber voiced his opposition to this method. On a motion by N. McGaw, seconded by T. Bell, and voted on 6 to 1 (Huber voting no), Council approved the population reduction method of oiling eggs, contingent upon USDA registration and trained professionals doing the work.

RESOLUTION 02.27.2023.01- AIRPORT DISPOSITION.

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved Resolution 02.27.2023.01 – Airport Disposition.

RESOLUTION 02.27.2023.02- FEE RESOLUTION (POLICE AND AIRPORT UPDATES).

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, Council approved Resolution
Town Council Minutes, February 27, 2023

02.27.2023.02 – Fee Resolution. There were police and airport updates.

APPROVAL OF THE COUNCIL MINUTES FROM THE 2/13/2023 MEETING.

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, Council approved the minutes from the 2/13/2023 meeting with no corrections or additions.

APPROVAL OF THE RIGHT OF ENTRY AND PERMANENT EASEMENT AGREEMENTS WITH DIANN & RONALD AIKEY AND SHIRLEY & DANIEL DERR REGARDING THE BLOOMSBURG AREA RECREATIONAL TRAIL.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the Right of Entry and Permanent Easement Agreements with Diann & Ronald Aikey and Shirley & Daniel Derr regarding the Bloomsburg Area Recreational Trail.

APPROVAL OF AN INVOICE FROM SEDA-COG IN THE AMOUNT OF \$3,100 FOR THE ADMINISTRATION WORK UNDER THE FEDERAL FISCAL YEAR 2018 HUD ENTITLEMENT FUNDS.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved an invoice from SEDA-COG in the amount of \$3,100 for the administration work under the Federal Fiscal year 2018 HUD Entitlement Funds.

APPROVAL OF AN INVOICE FROM SEDA-COG IN THE AMOUNT OF \$2,400 FOR THE ADMINISTRATION WORK UNDER THE FEDERAL FISCAL YEAR 2019-CV HUD ENTITLEMENT FUNDS.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved an invoice from SEDA-COG in the amount of \$2,400 for the administration work under the Federal Fiscal year 2019-CV HUD Entitlement Funds.

RECOMMENDATION FROM THE PLANNING COMMISSION TO GRANT A WAIVER AND CONDITIONAL APPROVAL OF THE FOLLOWING LOT CONSOLIDATION/ RECONFIGURATION PLAN FOR THE DILLON FLORAL CORPORATION CONTINGENT UPON THE FOLLOWING TWO ITEMS.

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved granting the following waiver and granting conditional approval for the lot consolidation/reconfiguration plan for the Dillon Floral Corporation.

Waiver:

1. Monuments shall be set at the intersection of East Fifth Street with Michael Drive and at the southern corner of the existing Jason E. Huff lot, (SALDO – Section 22-702.1).

Conditional Items:

1. The Plans shall be signed and sealed by the Plan Preparer.
2. The two (2) 'Certificate of Ownership and Acknowledgement of Lot Consolidation/Reconfiguration Plans' statements provided on sheet 2 shall be signed and notarized.

RECOMMENDATION TO APPROVE ADVERTISING AN ORDINANCE AMENDING CHAPTER 7 ENTITLED "FIRE PREVENTION AND FIRE PROTECTION" OF THE CODE OF ORDINANCE OF THE TOWN OF BLOOMSBURG.

On a motion by B. Crawford, seconded by N. McGaw, and voted on unanimously, Council approved advertising an ordinance amending Chapter 7 entitled "Fire Prevention and Fire Protection" of the Code of Ordinances of the Town of Bloomsburg.

APPROVAL TO ADVERTISE AN ORDINANCE AMENDING CHAPTER 15 ENTITLED "ONE HOUR PARKING" OF THE CODE OF ORDINANCE OF THE TOWN OF BLOOMSBURG.

On a motion by B. Crawford, seconded by T. Bell, and voted on unanimously, Council approved to
Town Council Minutes, February 27, 2023

advertise an ordinance amending Chapter 15 entitled “One Hour Parking” of the Code of Ordinance of the Town of Bloomsburg.

APPROVAL TO ADVERTISE AN ORDINANCE AMENDING CHAPTER 15 APPENDIX C ENTITLED “PARKING PROHIBITED IN SPECIFIC LOCATIONS CERTAIN DAYS AND HOURS” OF THE CODE OF ORDINANCE OF THE TOWN OF BLOOMSBURG.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved to advertise an ordinance amending Chapter 15, Appendix C entitled “Parking Prohibited in Specific Locations Certain Days and Hours” of the Code of Ordinance of the Town of Bloomsburg.

APPROVAL TO ADVERTISE AN ORDINANCE AMENDING CHAPTER 15 ENTITLED “ASSIGNED HANDICAPPED PARKING AREA” OF THE CODE OF ORDINANCE OF THE TOWN OF BLOOMSBURG.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved to advertise and ordinance amending Chapter 15 entitled “Assigned Handicapped Parking Area” of the Code of Ordinance of the Town of Bloomsburg.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council adjourned into an executive session at 8:36 p.m., and reconvened into regular session at 9:01 p.m. The executive session was regarding a litigation matter and a personnel matter.

On a motion by B. Crawford, seconded by N. McGaw, and voted unanimously, Council approved the resignation of Janine Penman from the Historic Architectural Review Board.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council adjourned the meeting at 9:02 p.m.

Lisa Dooley
Town Manager/Secretary/Treasurer

Questions & Concerns About Proposed Zoning Changes – February 27, 2023

1. Overall, this proposal is a significant improvement compared to the current ordinance, but I do have several questions and concerns. I apologize if some of these were covered in the first two meetings, but I was visiting family out of state and could not attend until February 13.
2. How does this zoning "rehaul" fit with the town's comprehensive plan?
3. Overlay Zoning
 - A. Why is there no definition of "overlay," nor of "overlay district?"
 - B. Why is any "overlay" necessary?
 - C. How many "overlays" are planned?
 - D. Will the application of an "overlay" require notification of the residents in the area(s) to be overlaid? Will the residents in the affected areas have the opportunity to object to the "overlay?"
 - E. Is the only overlay described in this proposal (*for student housing*) really necessary?
 - F. Part IV – OVERLAY DISTRICT REGULATIONS

"§ 401 Reserved" – **Reserved for what?**

§ 402 Type 2 Occupancy Permit Overlay

How many base zones are overlaid in the proposal for student housing?

Student Housing – There is already more than enough student housing available in the existing base districts shown in the overlay proposal. Why would it be necessary to add more? Where/how would this need appear?

The earlier proposed extension of the RU district from Spruce Street to Chestnut Street was never explained. If it was proposed because the university foundation had purchased several properties in that area, the recent sale of those properties and their return to single family use argues for maintaining the RS designation.

The definition proposed for "student" is limited to undergraduate students. Why? There are a significant number of graduate students enrolled at BU.

4. Since there is no clear definition of Overlay Zoning given in this proposed ordinance, I have searched the internet and found numerous definitions in Philadelphia; East Lansing, MI; Douglas County, CO; Real Estate Law Newsletter; Pennsylvania Department of Community & Economic Development; Planning Commissioners Journal; esri; McBrayer Real Estate Law Blog and Avallone Law Associates. All seem to indicate that any such "overlay" is to ***"establish additional, or stricter standards and criteria ... in addition to those of the underlying zoning district."***

Such additional regulations may lead to increases in the expense and time required for a developer to receive permits and for any governmental approval process. The overlay may, also, eliminate the neighbor's ability to bring spot zoning challenges.

In materials I reviewed, communities are advised to be careful not to violate the uniformity clause of any zoning enabling act.

5. The section regarding the Zoning Hearing Board is much clearer and better. It should work well as long as decisions are made based on what the request is and how it will affect the neighborhood, not on who it is making the request. **[OVER]**

6. The map presented at the February 13 meeting that shows rental properties in town has obvious errors. In a brief examination, I found three. One shows a rental property smack dab in the middle of an intersection. If I can find three errors so quickly, why should I trust the remaining data?
7. Why isn't the small, "orphaned" RU district off of Lightstreet Road not changed to RS? It is surrounded by another RS district.
8. How will potential uses such as "VrBO" rentals be handled? A neighborhood where my son lives in Colorado has had problems with absentee landlords buying homes and renting them on "VrBO" to persons who want a place to host wild and noisy parties.
9. The definition for Fraternity/Sorority says they must be **recognized by the university**. Since the university does not now recognize them, how are the existing ones to be handled?
10. Finally, I think the final draft of the proposed ordinance should be given a read-through by someone skilled in writing the English language, particularly punctuation. My 7th grade English teacher would demand a rewrite of parts of the present draft.

Roy Pointer

811 E 2nd Street

Bloomsburg

No overlaps

We want to register our strong objections to any changes in zoning for the area east of Spruce Street between 2nd and 5th streets, (area 202?). It is currently designated R-S; the proposed changes would make it R-U. This is a Residential area. It is a sweet spot in town where residents feel comfortable and safe. Many residents have made improvements to their homes; they have invested in this area and their future. Now those who don't live in this area, who have no stake in its future, have proposed a re-designation to allow, among other things, student housing.

This change makes no sense.

As you know, the college population has decreased by nearly 3,000 students in the last several years. Expanding student housing into a residential neighborhood will result in changing the very nature and value of this area--without helping the students, as there are plenty of empty student-housing units just blocks away. This change would also alter the setbacks, which could not possibly improve this neighborhood.

One of the stated goals of the change is "to avoid undue congestion." But any change to add students or provide high-density housing will only add to the traffic and congestion.

It seems that the only benefit from the proposed changes would be to ~~feed the ever-growing appetites of developers--who do not live in this neighborhood--appetites that will never be satiated until there is not an inch of ground that has not been exploited.~~

If we want Bloomsburg to be a good place to live, a home for children, adults, and students, we will protect residential neighborhoods such as ours. These neighborhoods provide areas for those who live here, are rooted here, not just those who are passing through during their college years or those who see it only as a business opportunity.

Sincerely,
Danny and Vickie Robinson

We, the undersigned, **strongly** oppose the suggested zoning change from Residential Suburban to Residential Urban in the neighborhood east of Spruce Street between Second and Fifth streets.


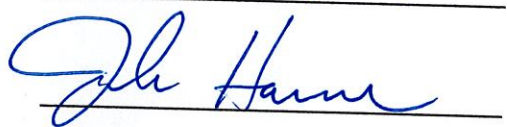
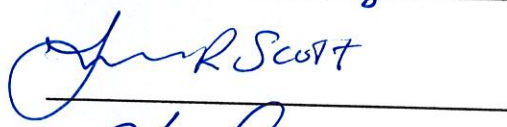

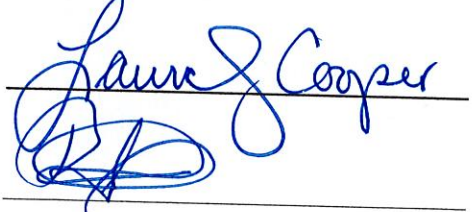
Signature	Street Address	Date
<u>Shawn Leighton</u>	<u>644 E. 3rd St.</u>	<u>2-11-23</u>
<u>Danny Robinson</u>	<u>647 E. Third St</u>	<u>2/11/'23</u>
<u>Vickie Robinson</u>	<u>647 E 3rd St</u>	<u>2/11/23</u>
<u>Elizabeth Strauss</u>	<u>708 E. 2nd St.</u>	<u>2/12/23</u>
<u>Errol W. Strauss</u>	<u>708 E. 2nd St</u>	<u>2/12/23</u>
<u>John Dunn</u>	<u>710 E 2nd St</u>	<u>2/12/2023</u>
<u>Lori Harding</u>	<u>740 E. 2nd St.</u>	<u>2/12/2023</u>
<u>William Harding</u>	<u>740 E 2nd St</u>	<u>2/12/2023</u>
<u>Wade Bower</u>	<u>750 E 2nd St.</u>	<u>2/12/2023</u>
<u>Justin</u>	<u>804 E 2nd St.</u>	<u>2/12/2023</u>
<u>Dee Hudson</u>	<u>804 E 2nd St</u>	<u>2/12/23</u>
<u>N. Charles Heintz</u>	<u>807 E. 2nd St</u>	<u>2/12/23</u>

We, the undersigned, **strongly** oppose the suggested zoning change from Residential Suburban to Residential Urban in the neighborhood east of Spruce Street between Second and Fifth streets.

Signature

Street Address

Date

<u></u>	<u>720 E 3rd St Bloomsburg</u>	<u>2/12/23</u>
<u>GEORGE G. KITCHEN^{III}</u>	<u>718 E. 3rd Bloomsburg</u>	<u>2/12/23</u>
<u>Nicholas M. Hamm</u>	<u>716 East 3rd St Bloomsburg</u>	<u>2/12/23</u>
<u></u>	<u>716 East 3rd St Bloomsburg</u>	<u>2/12/23</u>
<u>Laura Harman</u>	<u>709 East 4th St</u>	<u>Bloomsburg 2/12/23</u>
<u>De A Magle</u>	<u>652 E. 3rd St.</u>	<u>Bloomsburg 2/12/23</u>
<u></u>	<u>651 E 3rd St</u>	<u>BLOOMSBURG 2/12/23</u>
<u></u>	<u>651 E 3rd St</u>	<u>Bloomsburg 2/12/23</u>
<u>Laura J Cooper</u>	<u>650 E. 3rd St.</u>	<u>Bloomsburg 2/12/23</u>
<u></u>	<u>648 E 3rd St</u>	<u>Bloomsburg 2/12/23</u>
<u>Andy M. Beth-Gillins</u>	<u>638 E. 3rd St</u>	<u>Bloomsburg 2/18/23</u>
<u>Linda Candlish</u>	<u>730 E. 2nd St.</u>	<u>Bloomsburg 2/18/23</u>

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Signature	Street Address	Date
Sadie M. Jutter	807 E 2nd St	2-12-23
R. J. Pate	811 E 2nd St.	2-12-23
Judith A. Pointer	811 E 2nd St	2-12-23
Eric R. Beashline	810 E. 2nd St.	2-12-23
Lynell M. S. — 3	810 E. 2nd St.	12 Feb 2023
Virginia Miller	190 Oak Ln	2/12/23
Mike Brown	280 Oak Ln	
Lisa Giardiello	280 Oak Ln	
Mike Giardiello	280 Oak Ln	
George Demiere	280 Oak Ln	
Theresa Tuff	180 Oak Lane	Feb 12, 2023
Luan Keller	740 E. 3rd	Feb 12, 2023

We, the undersigned, **strongly** oppose the suggested zoning change from Residential Suburban to Residential Urban in the neighborhood east of Spruce Street between Second and Fifth streets.

Signature

Street Address

Date

<u>Kim Flynn</u>	<u>225 Oak Ln</u>	<u>2-12-23</u>
<u>Ann's & Deb Bucker</u>	<u>821 E. 3rd St</u>	<u>2/12/23</u>
<u>Deb Wang Bucker</u>	<u>821 E 3rd St.</u>	<u>2/12/23</u>
<u>Marie Walters</u>	<u>850 E. 3rd St.</u>	<u>2/12/23</u>
<u>Chad T. Walter</u>	<u>850 E. 3rd St</u>	<u>2/12/23</u>
<u>Janice</u>	<u>333 Oak Ln.</u>	<u>2/12/23</u>
<u>Bruce Musser</u>	<u>332 Oak Lane</u>	<u>2/12/23</u>
<u>Kathy Musser</u>	<u>332 Oak Lane</u>	<u>2/12/23</u>
<u>Kim Bogar</u>	<u>807 E 3rd St</u>	<u>2/12/23</u>
<u>Kristine Bogar</u>	<u>807 E. 3rd St.</u>	<u>2/12/23</u>
<u>Matt & Karen Cornett</u>	<u>800 E 3rd St</u>	<u>2/12/23</u>
<u>Bruce Brown</u>	<u>740 E</u>	<u>2/12/22</u>



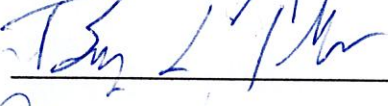


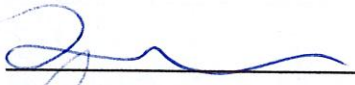


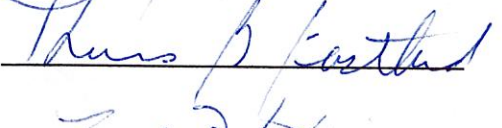



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Signature	Street Address	Date
<u>Paul Miller</u>	<u>635 E 4th</u>	<u>2-13-23</u>
<u>Synthia Miller</u>	<u>635 E 4th</u>	<u>2-13-23</u>
<u>[Signature]</u>	<u>607 E 4th St</u>	<u>2-13-23</u>
<u>Colin Stum</u>	<u>619 E 3rd St</u>	<u>2-13-23</u>
<u>Diane Heier</u>	<u>641 E 4th St</u>	<u>2-13-23</u>
<u>Mary Steiner</u>	<u>619 E 3rd St</u>	<u>2-13-23</u>
<u>David J. Sabatino</u>	<u>612 E. 3rd</u>	<u>2-13-23</u>
<u>William C. Ghr</u>	<u>725 E 3rd St</u>	<u>2-13-23</u>
<u>Arlene Cason</u>	<u>725 E. 3rd St.</u>	<u>2-13-23</u>
<u>Carol Pavlica</u>	<u>747 E 3rd St</u>	<u>2/13/23</u>
<u>Lara J. Sabatino</u>	<u>612 E. 3rd St.</u>	<u>2-13-23</u>
<u>Cameron K Cooper</u>	<u>650 E. 3rd St</u>	<u>2-14-23</u>

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Signature	Street Address	Date
<u>Hope Creighton</u>	<u>644 E. 3rd St.</u>	<u>2-18-2023</u>
<u>Rob Bly</u>	<u>645 E 4th St</u>	<u>2-18-2023</u>
<u>Chris Olsen</u>	<u>715 E 5th St.</u>	<u>2-19-2023</u>
<u>TE En</u>	<u>737 E 5th St</u>	<u>2-19-2023</u>
<u>Pat M Coole</u>	<u>645 E. 4th St</u>	<u>2-19-2023</u>
<u>Greg Karlosky</u>	<u>645 E 4th St</u>	<u>2-19-2023</u>
<u>Val Bly</u>	<u>645 E 4th St</u>	<u>2-19-2023</u>
<u>Robert Parkish</u>	<u>747 E. 3rd St</u>	<u>2-19-2023</u>
<u>Alysa Kyminski</u>	<u>701 E. 3rd St</u>	<u>2-19-2023</u>
<u>Elizabeth Dowd</u>	<u>736 E 3rd St</u>	<u>2-20-2023</u>
<u>Sam M Wern</u>	<u>350 LOCUST St</u>	<u>2-20-2023</u>
<u>Mark Heier</u>	<u>641 E 4th St</u>	<u>2/20/2023</u>

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Signature	Street Address	Date
	803 E 2 nd ST	2.18.2023
	806 E 3 rd St	2/18/2023
	819 E 3 rd St	2/18/23
	301 Oak Ln	2/18/2023
	301 Oak Lane	2/18/2023
	750 E 4 th St	2/18/23
	623 E 5 th St	2/18/23
	635 E. 5 th St.	2/18/23
	635 E. 5 th St.	2/18/23
	601 E. 5 th	2/18/23
	621 E 5 th	2/27/23
	701 E 3 rd	2/26/23

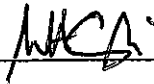
Bloomsburg Police Department February 2023 Meter & App Collection

	COLLECTION AREA	2022	2023- METER	2023 PANGO	2023 TOTAL
1	MAIN STREET	\$5,318.18	\$7,065.34	\$1,604.75	\$8,670.09
2	PINE AVE LOT	\$783.76	\$1,275.55	\$879.00	\$2,154.55
3	TRIANGLE LOT	\$550.81	\$620.66	\$515.25	\$1,135.91
4	WEST PINE AVE LOT	\$153.25	\$144.80	\$124.50	\$269.30
5	EAST PINE AVE LOT	\$209.81	\$308.46	\$306.25	\$614.71
6	EAST ST	\$686.49	\$447.73	\$203.00	\$650.73
7	LIBRARY LOT	\$188.30	\$205.22	\$324.75	\$529.97
8	E 2ND STREET/ 17815 PANGO	\$271.10	\$196.72	\$10,257.00	\$10,453.72
9	E 4th St				\$8.50
	TOTAL				\$24,487.48
	PANGO APP ZONES				
1	65MKT1	\$208.25		\$221.50	
1	65MAIN	\$859.75		\$956.50	
1	65MKT2	\$51.50		\$48.50	
1	65IRON	\$193.50		\$192.00	
1	65CENTER	\$217.00		\$186.25	
2	65PINE1	\$693.75		\$357.25	
2	65PINE2	\$631.75		\$521.75	
3	65TRI	\$299.00		\$515.25	
4	65WPINE	\$190.75		\$124.50	
5	65EPINE	\$273.50		\$306.25	
6	65EAST	\$101.25		\$203.00	
7	65LIB	\$308.00		\$324.75	
8	17815	\$9,990.00		\$10,257.00	
9	65E4TH (No meters)	\$4.00		\$8.50	
	TOTAL PANGO APP ZONES				
	TOTAL APP AND METERS	\$22,183.70			\$24,487.48

Chief Scott C. Price

Bloomsgburg Police Department		
February 2023 Council Report		
	2022	2023
CALLS STATION LOG BOOK	576	550
CALLS 911 CENTER	781	706
ACCIDENTS	15	9
TRAFFIC CITATIONS	164	196
NON-TRAFFIC CITATIOINS	14	13
CRIMINAL ARRESTS	20	15
OFFENSE REPORTS	231	240
PARKING TICKETS	1,208	1,324
WARRANTS CONTACTED	67	2
WARRANTS FULFILLED	66	72
OTHER DEPARTMENTAL REVENUE		
PARKING TICKETS	\$29,944.76	\$27,148.54
RESIDENTIAL PERMITS	\$246.00	\$386.00
ZONE PERMITS	\$1,050.00	\$975.00
METER RENTAL	\$0.00	\$0.00
ACCIDENTS/INCIDENTS/REC CKS	\$330.00	\$230.00
DUMPSTER FEE	\$300.00	\$550.00
STREET CLOSING	\$25.00	\$70.00
BOOT REMOVAL	\$150.00	\$225.00
NON-SUFFIENT FUND (NSF)	\$0.00	\$0.00
SECOND HAND GOODS	\$50.00	\$25.00
BYOB LICENSE	\$50.00	\$25.00
EVENT PERMIT	\$0.00	\$225.00
ELECTRONIC MEDIA	\$80.00	\$0.00
TOTAL	\$32,225.76	\$29,859.54

Chief Scott C. Price



Bloomsburg Police Department

February 2023 Officer's Report

	Title	Name	Criminal Arrests	Traffic Arrests	Non-Traffic Arrests	Parking Tickets
	Chief	Price	0	0	0	0
	Sgts.	Rogutski	0	0	0	2
		Carl	0	0	0	20
		Fosse	0	0	0	2
	Police Officers:					
		Sharrow	0	0	0	0
		Cromley	0	0	0	2
		Hill	0	0	0	0
		Beck	2	0	0	0
		Auchter	0	1	3	4
		Szkodny	0	0	0	0
		Pfeiffer	0	1	0	0
		Edgar	1	6	3	35
		Bowman	1	7	2	27
		Dombrosky	2	3	2	10
		Reinford	0	1	1	30
		Thorpe	2	0	0	0
		Stiver	1	8	1	2
		Fitzwater	6	3	0	21
		Zawatski	0	0	1	0
	Parking Enforcement Officers:					
		Buck	0	55	0	363
		Verchimak	0	105	0	697
		Fanelli	0	6	0	110
	TOTALS:		15	196	13	1,325

Chief Scott C. Price SC Price

TOWN OF BLOOMSBURG
FUEL REPORT
February 2023

2C

Public Works Tanks		
<u>DEPARTMENT</u>	<u>GASOLINE (2)</u>	<u>DIESEL (1)</u>
Codes	0.00	20.80
Fire Dept.	0.00	32.90
Police	49.60	784.70
DPW	461.00	387.80
Recycling	128.90	48.70
Airport	0.00	0.00
Ambulance	0.00	92.50
<u>TOTAL (Gallons)</u>	639.50	1367.40

20-1

TOWN OF BLOOMSBURG
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT
JANUARY 2023

	JANUARY			YEAR TO DATE		
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	REGULAR	OT	CEMENT	REGULAR	OT	CEMENT
BEREAVEMENT TIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOLIDAY TIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PERSONAL TIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SICK TIME	\$ 5,007.83	\$ -	\$ -	\$ 5,007.83	\$ -	\$ -
VACATION TIME	\$ 184.93	\$ -	\$ -	\$ 184.93	\$ -	\$ -
WEEKEND CALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -			
AIRPORT	\$ 4,330.47	\$ -	\$ 19.20	\$ 4,330.47	\$ -	\$ 19.20
DAYCARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARK (MOWING, ETC)	\$ 1,058.22	\$ -	\$ -	\$ 1,058.22	\$ -	\$ -
POLICE STATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POOL	\$ 2,626.64	\$ -	\$ -	\$ 2,626.64	\$ -	\$ -
RECYCLING	\$ 1,840.27	\$ -	\$ -	\$ 1,840.27	\$ -	\$ -
TOWN HALL	\$ 336.00	\$ -	\$ -	\$ 336.00	\$ -	\$ -
TOWN SHED	\$ 3,464.14	\$ -	\$ -	\$ 3,464.14	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BANNERS	\$ 369.85	\$ -	\$ -	\$ 369.85	\$ -	\$ -
BARRICADES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHRISTMAS DECORATIONS	\$ 1,199.78	\$ -	\$ -	\$ 1,199.78	\$ -	\$ -
CINDERTIP-MOVE FILL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEAN RUNS- FLOOD PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMPOST	\$ 2,441.73	\$ -	\$ -	\$ 2,441.73	\$ -	\$ -
CUT SHOULDER ON RIVER ROAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FAIR/ FAIR SIGNS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOODS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOWERS - MAIN STREET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FOUNTAIN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GARBAGE/ GARBAGE CANS	\$ 1,096.06	\$ -	\$ -	\$ 1,096.06	\$ -	\$ -
LEAF PICKUP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LINE PAINTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOW (OTHER THAN PARK)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONE CALLS	\$ 48.48	\$ -	\$ -	\$ 48.48	\$ -	\$ -
PARADES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING LOTS (HOPPES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING METERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARTY (RAID)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PATCH/ POTHOLES/ SEAL	\$ 5,702.27	\$ -	\$ -	\$ 5,702.27	\$ -	\$ -
PAVING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PLANT TREES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RENAISSANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SEWER/ SEWER LATERAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIDEWALKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIGNS	\$ 859.18	\$ -	\$ -	\$ 859.18	\$ -	\$ -
STORM CLEAN UP	\$ 2,087.18	\$ -	\$ -	\$ 2,087.18	\$ -	\$ -
STORM SEWER/ STORM WATER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STREET LIGHT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUPERVISON	\$ 7,060.70	\$ -	\$ -	\$ 7,060.70	\$ -	\$ -
SWEEPING	\$ 924.64	\$ -	\$ -	\$ 924.64	\$ -	\$ -
TRAFFIC LIGHTS/ LINES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TREE/ BRUSH/ LIMBS- CUT, CLEAN, TRIM & PICKUP	\$ 5,497.69	\$ -	\$ -	\$ 5,497.69	\$ -	\$ -
VEHICLES	\$ 299.23	\$ -	\$ -	\$ 299.23	\$ -	\$ -
WEED SPRAYING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WINTER MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$ 46,435.30	\$ -	\$ 19.20	\$ 46,435.30	\$ -	\$ 19.20

**TOWN OF BLOOMSBURG
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT
FEBRUARY 2023**

	FEBRUARY			YEAR TO DATE		
	TOTAL REGULAR	TOTAL OT	TOTAL CEMENT	TOTAL REGULAR	TOTAL OT	TOTAL CEMENT
BEREAVEMENT TIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOLIDAY TIME	\$ 2,234.88	\$ -	\$ -	\$ 2,234.88	\$ -	\$ -
PERSONAL TIME	\$ 34.67	\$ -	\$ -	\$ 34.67	\$ -	\$ -
SICK TIME	\$ 4,722.79	\$ -	\$ -	\$ 9,730.62	\$ -	\$ -
VACATION TIME	\$ 462.32	\$ -	\$ -	\$ 647.25	\$ -	\$ -
WEEKEND CALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMP TME	\$ 193.93	\$ -	\$ -	\$ 193.93	\$ -	\$ -
AIRPORT	\$ 3,351.72	\$ -	\$ -	\$ 7,682.18	\$ -	\$ 19.20
DAYCARE	\$ 1,171.55	\$ -	\$ -	\$ 1,171.55	\$ -	\$ -
PARK (MOWING, ETC)	\$ 5,353.80	\$ -	\$ -	\$ 6,412.02	\$ -	\$ -
POLICE STATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POOL	\$ 237.91	\$ -	\$ -	\$ 2,864.55	\$ -	\$ -
RECYCLING	\$ 96.97	\$ -	\$ -	\$ 1,937.23	\$ -	\$ -
TOWN HALL	\$ 72.72	\$ -	\$ -	\$ 408.73	\$ -	\$ -
TOWN SHED	\$ 2,416.87	\$ -	\$ -	\$ 5,881.01	\$ -	\$ -
	\$ -	\$ -	\$ -			
BANNERS	\$ -	\$ -	\$ -	\$ 369.85	\$ -	\$ -
BARRICADES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHRISTMAS DECORATIONS	\$ -	\$ -	\$ -	\$ 1,199.78	\$ -	\$ -
CINDERTIP-MOVE FILL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEAN RUNS- FLOOD PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMPOST	\$ 4,121.08	\$ -	\$ -	\$ 6,562.81	\$ -	\$ -
CUT SHOULDER ON RIVER ROAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FAIR/ FAIR SIGNS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOODS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOWERS - MAIN STREET FOUNTAIN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GARBAGE/ GARBAGE CANS	\$ 1,456.30	\$ 111.09	\$ -	\$ 2,552.36	\$ 111.09	\$ -
LEAF PICKUP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LINE PAINTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOW (OTHER THAN PARK)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONE CALLS	\$ -	\$ -	\$ -	\$ 48.48	\$ -	\$ -
PARADES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING LOTS (HOPPES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING METERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARTY (RAID)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PATCH/ POTHOLES/ SEAL	\$ 4,196.88	\$ -	\$ -	\$ 9,899.15	\$ -	\$ -
PAVING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PLANT TREES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RENAISSANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SEWER/ SEWER LATERAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIDEWALKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIGNS	\$ 193.93	\$ -	\$ -	\$ 1,053.12	\$ -	\$ -
STORM CLEAN UP	\$ 92.46	\$ -	\$ -	\$ 2,179.65	\$ -	\$ -
STORM SEWER/ STORM WATER	\$ 92.46	\$ -	\$ -	\$ 92.46	\$ -	\$ -
STREET LIGHT	\$ 48.48	\$ -	\$ -	\$ 48.48	\$ -	\$ -
SUPERVISON	\$ 6,707.67	\$ -	\$ -	\$ 13,768.37	\$ -	\$ -
SWEEPING	\$ 1,618.11	\$ -	\$ -	\$ 2,542.75	\$ -	\$ -
TRAFFIC LIGHTS/ LINES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TREE/ BRUSH/ LIMBS- CUT, CLEAN, TRIM & PICKUP	\$ 5,450.16	\$ -	\$ -	\$ 10,947.85	\$ -	\$ -
VEHICLES	\$ 369.85	\$ -	\$ -	\$ 669.09	\$ -	\$ -
WEED SPRAYING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WINTER MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$ 44,697.53	\$ 111.09	\$ -	\$ 91,132.82	\$ 111.09	\$ 19.20



Permit Report

02/01/2023 - 02/28/2023

Permit #	Permit Date	Permit Type	Project Description	Project Cost	Parcel #	Parcel Address	Owner Name	Owner Address
2023021	2/24/2023	Zoning	Repair leaking roof	2,200	05E05 31200000	303 Glenn Ave	NARN BLOOMSBURG LLC	131 BUCKWALTER RD
2023019	2/22/2023	Building	Remove several 16"x16" blocks from chimney, add blocking to rafters, add plywood covering, shingle over roof	475	05W03 19001000	732 CENTER ST	Tracy Carney & Devon Verno	182 Oak Grove Rd.
2023018	2/20/2023	Zoning	Backyard shed	1,500	05E08A04100000	650 SUNSET DR	FREY KYLE L & MORGAN K	650 SUNSET DR
2023015	2/16/2023	Demolition	Demolish and remove mobile home damaged by fire	0	05E05 30700000	52 LINCOLN AVE	EICHNER JEFFREY D SR	52 LINCOLN AVENUE
2023013	2/6/2023	Building	New Deck	22,000	05W02 13900000	136 W NINTH ST	HACK TYLER J KRISTIN A SHRADER	136 W NINTH STREET
2023012	2/6/2023	Floodplain Development	Pollinator Field	50,000	05E01 10001000		TOWN OF BLOOMSBURG C/O TOWN HALL	WEST MAIN STREET
2023007	2/22/2023	Building	Build a deck for rest	6,500	05E02 22100000	342 E SEVENTH ST	GUADALUPE JUAN BAEZ	342 E SEVENTH ST
2022201	2/13/2023	Building	Enclose an existing porch area with walls and roof at food cupboard	15,600	05E03 05401000	9 E ANTHONY AVE	MOST REVEREND NICHOLAS C DATTILO C/O ST COLUMBIA CHURCH	342 IRON STREET

Total Records: 8

3/10/2023

Case Report

10/01/2019 - 02/28/2023

Case #	Assigned To	Owner Name	Main Status	Description	Parcel Address	Case Date
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Group: Citation Issued

230020	Gregory Ash	SALAS BERNARDO IBARRA	Citation Issued	Tenant complaint	606 W THIRD ST	1/12/2023
230015	Kyle Bauman	SLOTTERBACK DANIEL W	Citation Issued	Unlicensed Rental	516518 E THIRD ST	1/11/2023
230012	Gregory Ash	HORAN MICHAEL & STEPHANIE	Citation Issued	Abandon Vehicle	267 E FIRST ST	1/5/2023
220417	Michael Reffeor	MELODY REALTY LLC	Citation Issued	No zoning permit	62 E MAIN ST	12/14/2022
220415	Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Citation Issued	Garbage and pets	217 SUMMIT AVE	12/13/2022
220412	Michael Reffeor	WEAVER DUSTIN	Citation Issued	Zoning violation	545 SUNSET DR	12/5/2022
220358	Kyle Bauman	MAKUSZEWSKI ADAM C/O TADEUSZ MAKUSZEWSKI	Citation Issued	Unlicensed Rental (citation Issued)	255 E EIGHTH ST	9/27/2022
220321	Kyle Bauman	COHO GEORGE DAVID	Citation Issued	Unlicensed Rental (Hearing Scheduled)	331 W MAIN ST	9/7/2022
220299	Gregory Ash	HERRITY PATRICIA V	Citation Issued	Tall Grass and Weeds	349 E FOURTH ST	8/29/2022
220294	Kyle Bauman	KING JOSHUA	Citation Issued	Grass and abandoned vehicle	345347 W FIFTH ST	8/23/2022
220227	Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Citation Issued	Condemned - Unfit for occupancy	217 SUMMIT AVE	7/19/2022
220201	Gregory Ash	SINGLEY MATTHEW	Citation Issued	Tall Grass and Weeds, Soffit/facia	66 LINCOLN AVE	7/11/2022

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				repair		
210410	Kyle Bauman	DEMELFI VINCENT J	Citation Issued	Condemned	239241 W FIRST ST	11/19/2021
210241	Michael Reffeor	COMMUNITY STRATEGIES GROUP	Citation Issued	Weeds, paint, windows	236238 W RIDGE AVE	7/23/2021
210226	Kyle Bauman	ALL ACCESS MONTOUR LLC	Citation Issued	Structure unfit for human occupancy/ Grass and weeds (9 citations issued)	405 MILLVILLE RD	7/13/2021
210224	Michael Reffeor	Salguero Jainer Ariel Aldana and Leily Marily Ramos Milla	Citation Issued	Grass and weeds	576 Rear Main Street	7/12/2021
210215	Michael Reffeor	PENMAN JANINE	Citation Issued	Siding, weeds, rubbish	161 E FIFTH ST	7/1/2021
200466	Michael Reffeor	DEMELFI VINCENT J	Citation Issued	(Plan of action completion 6-1-21 deadline) Dilapidated structure (2 citations issued)	239241 W FIRST ST	11/5/2020
200122	Michael Reffeor	SNYDER JASON D	Citation Issued	Condemned - structure unfit for human occupancy	254 E EIGHTH ST	2/21/2020
190049	Kyle Bauman	FEATHERMAN BRADLEY & CHRISTINE	Citation Issued	Exterior Conditions - Citation Issued.	571 W THIRD ST	10/22/2019
190042	Kyle Bauman	GROHOWSKI TODD	Citation Issued	EXTERIOR CONDITIONS (Additional Citation Issued)	330 LEONARD ST	10/17/2019

Group Total: 21

Group: NOV Issued

230042	Gregory Ash	MVRN NINE LLC	NOV Issued	Falling Roof Debris	2 E MAIN ST	2/23/2023
230039	Kyle Bauman	SHANNON	NOV Issued	Junk Vehicles	137	2/14/2023

		STEVEN R		& Exterior Conditions	MILLVILLE RD	
230038	Gregory Ash	TEICHBERG GLENN BEVERLY D MONTES	NOV Issued	Possible Hazards	223 RAILROAD ST	2/14/2023
230037	Kyle Bauman	BS2 Properties LLC	NOV Issued	Unlicensed Rental		2/13/2023
230032	Kyle Bauman	VONG WILLIAM A	NOV Issued	Unlicensed Rental	343345 W MAIN ST	2/8/2023
230031	Michael Reffeor	NAM FUTURES LLC	NOV Issued	Dollar General - failure to obtain permit	1000 MARKET ST	2/7/2023
230028	Michael Reffeor	EICHNER JEFFREY D SR	NOV Issued	Condemned house - fire damage	52 LINCOLN AVE	2/7/2023
230023	Kyle Bauman	KALETA MICHAEL R JR	NOV Issued	Minor Structure Fire	132136 W MAIN ST	2/1/2023
230021	Kyle Bauman	KISSINGER RYAN L & CAITLINN	NOV Issued	Garbage and rubbish	235239 W MAIN ST	1/24/2023
230016	Kyle Bauman	REIGLE JENNIFER M	NOV Issued	Prohibited Vehicle	435 RAILROAD ST	1/11/2023
230013	Michael Reffeor	BENSON ADELAIDE L	NOV Issued	Unfit structure	416 FORT MCCLURE BLVD	1/8/2023
220391	Kyle Bauman	MVRN ELEVEN LLC	NOV Issued	Trip Hazard	225 CENTER ST	10/19/2022
220380	Gregory Ash	ALDERFER MAUREEN C	NOV Issued	Sidewalk Deviation	725 E FIFTH ST	10/3/2022
220367	Gregory Ash	ERNST DONALD L & CHRISTINE N JR	NOV Issued	Sidewalk Deviation	332 W FOURTH ST	9/30/2022
220364	Michael Reffeor	CENTRE1 LLC	NOV Issued	Rain spouts	147151 E MAIN ST	9/29/2022
220354	Michael Reffeor	KRANIG RUTH C	NOV Issued	Grease vent and roof	26 REAR E MAIN ST	9/23/2022
220264	Michael Reffeor	MIOSI THOMAS J & ALEXANDRA	NOV Issued	sidewalk deviation and tree removal	243 E TENTH ST	8/5/2022
220195	Gregory Ash	PROPERTY MAX LLC	NOV Issued	Sidewalk Deviation	255 E TENTH ST	7/7/2022
220191	Gregory Ash	SNYDER BRANDON M	NOV Issued	Sidewalk Deviation	1005 CATHERINE ST	7/7/2022

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220170	Michael Reffeor	VENTURI ENTERPRISE INC	NOV Issued	Weeds and porch	250 W FIRST ST	6/24/2022
220134	Michael Reffeor	TEENER BARBARA C/O THOMAS GORDON	NOV Issued	Exterior and weeds	430 EAST ST	5/23/2022
220089	Kyle Bauman	MALIA SHANE P	NOV Issued	Interior conditions	208 W FIRST ST	4/11/2022
220088	Kyle Bauman	WHITEHAIR ROY ALLAN	NOV Issued	Tree/Stump Removal	274 E TENTH ST	4/11/2022
220059	Kyle Bauman	KESTER ANTOINETTE	NOV Issued	Unsafe Structure	290 W ELEVENTH ST	3/14/2022
220032	Michael Reffeor	WATSON WILLIAM E	NOV Issued	Unsafe Structure	159 W FOURTH ST	1/20/2022
210419	Michael Reffeor	WANDELL RENEE L	NOV Issued	Unsafe building	218220 E TENTH ST	12/8/2021
210392	Michael Reffeor	MUELLER KENNETH A	NOV Issued	(Action plan in progress) Dilapidated structure	540542 JEFFERSON ST	11/2/2021
210391	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	Unfit for human occupancy	222230 BLACKBERRY AVE	10/29/2021
210347	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	No rental license	222230 BLACKBERRY AVE	10/7/2021
210223	Kyle Bauman	IVY LEA PROPERTIES LLC	NOV Issued	Roof Damage & Weeds (Citations Issued)	516518 OLD BERWICK RD	7/12/2021
200510	Kyle Bauman	Heather LEE	NOV Issued	Condemnation	136 E THIRD ST	12/28/2020
200486	Michael Reffeor	WATTS KURT	NOV Issued	Dilapidated structure	531 CATHERINE ST	1/25/2021

Group Total: 32

Group: Open

230029	Michael Reffeor	EHRENZELLER MORGAN	Open	Abandoned structure - exterior issues	316 WALLER AVE	2/7/2023
230007	Michael Reffeor	MOT EPHRAIM REALTY LLC C/O CHAIM SCHEINBAUM	Open	Standpipe valve leak, alarm activation.	211 E FIRST ST	1/3/2023

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				sprinkler heads leaking, maintenance needed		
220419	Michael Reffeor	MELODY REALTY LLC	Open	Water leak, damage, covered fire exit	62 E MAIN ST	12/20/2022
220402	Michael Reffeor	CENTRAL PENNSYLVANIA MHA ASSOCIATES LP	Open	fire alarm issues	400 RAILROAD ST	11/7/2022
220156	Gregory Ash	BLOOMSBURG ALTERNATIVE POWER COMPANY LLC	Open	Shade tree	341 E SECOND ST	6/15/2022
200482	Michael Reffeor	KRANIG RUTH C	Open	Floodplain violations	516 FORT MCCLURE BLVD	12/11/2020

Group Total: 6

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Total Records: 59

3/10/2023

BLOOMSBURG RECYCLING CENTER MONTHLY REPORT

2023

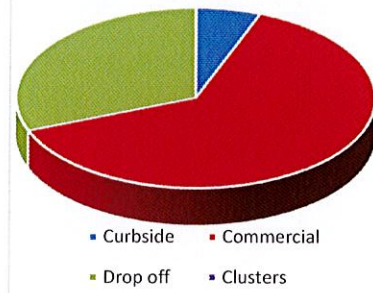
26-1

<u>SHIPMENTS:</u>	2023 YTD	2022 YTD	FEB
Clear Glass	26845	24905	0
Brown Glass	10630	11545	0
Green Glass	4555	6735	0
Mixed Glass	29965	31100	0
Steel Cans	0	83925	0
Aluminum Cans	0	0	0
Cardboard	310285	255815	132040
Newspaper	0	0	0
Mixed Paper	129310	167905	44595
Office Paper	0	0	0
Hardcover Books	0	0	0
PET #1	42325	0	0
HDPE-natural	33310	0	0
HDPE-colored	10595	0	0
PET/HDPE	0	44240	0
Misc. Plastics	42820	83115	0

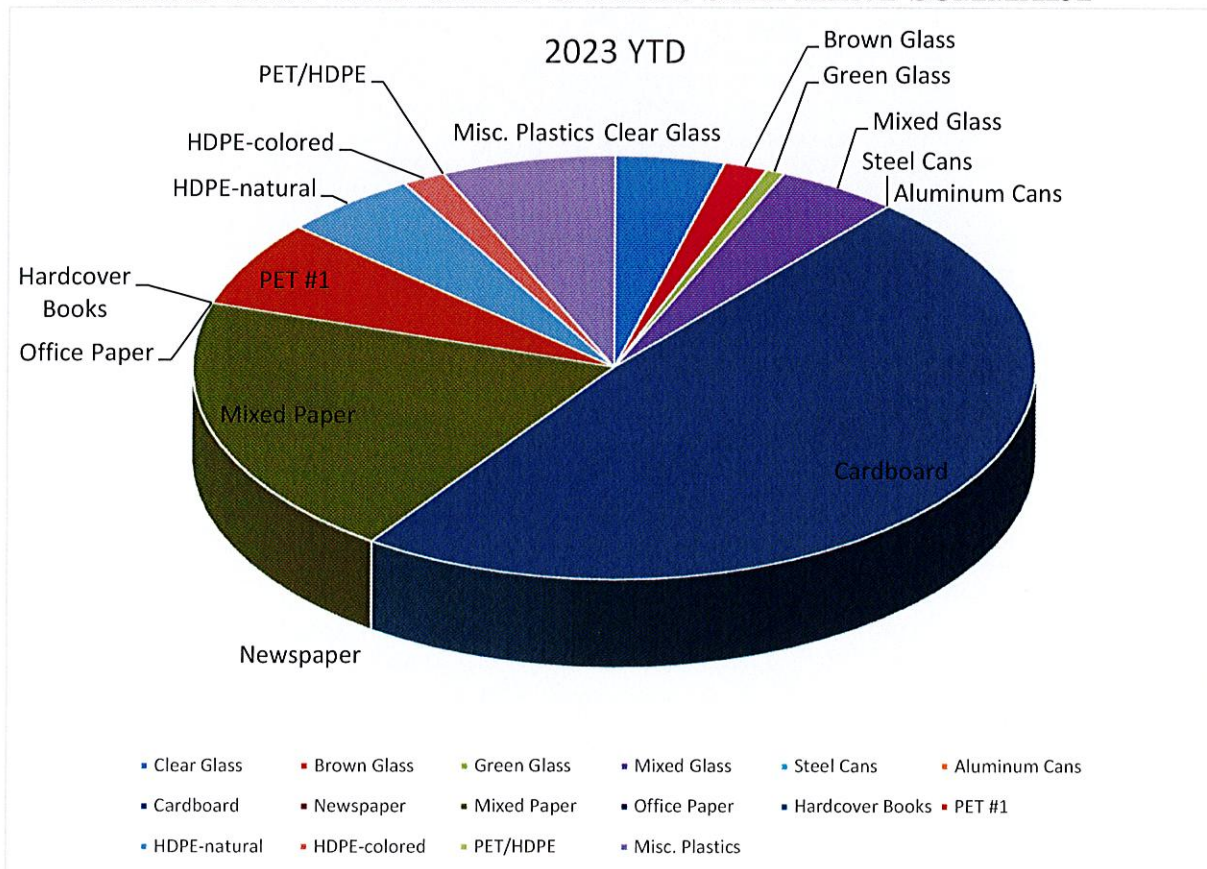
TOTAL POUNDS	640640	709285	176635
TOTAL TONNAGE	320.32	354.64	88.32

<u>COLLECTIONS:</u>	
Curbside	11.97
Commercial	130.3
Drop off	64.02
Clusters	0.07

COLLECTIONS:



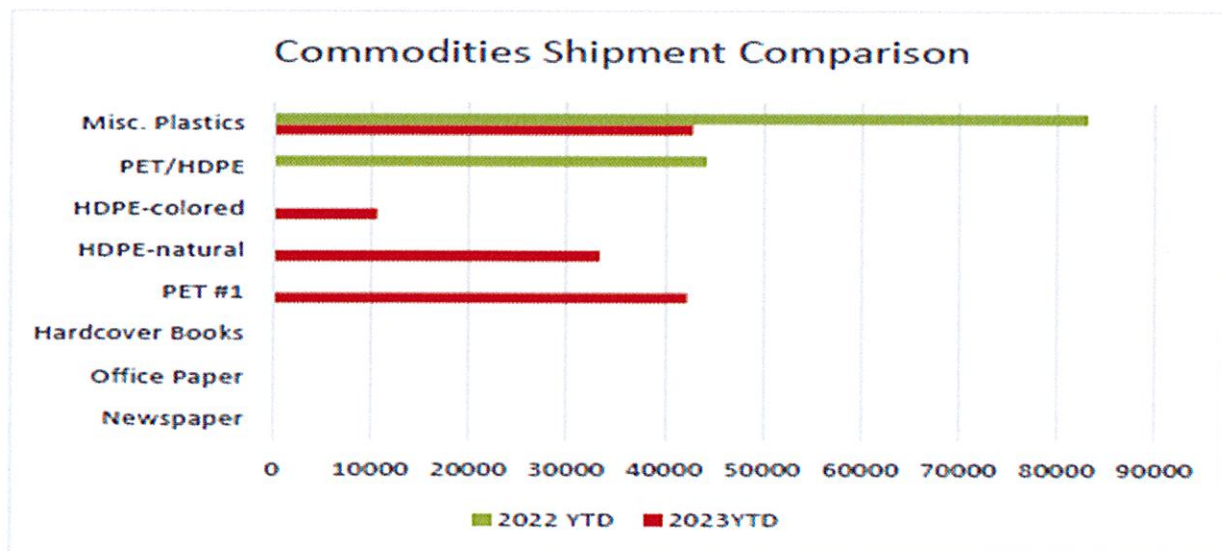
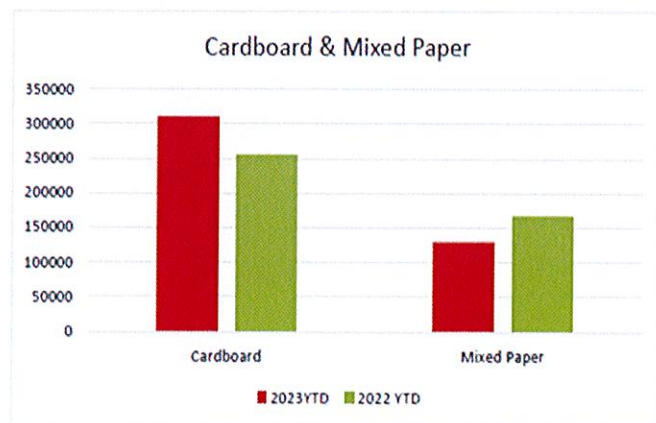
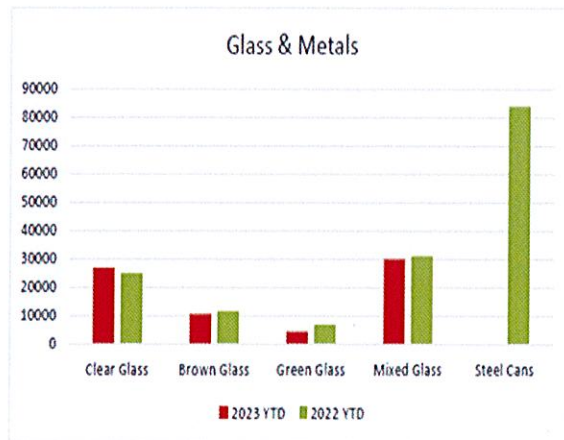
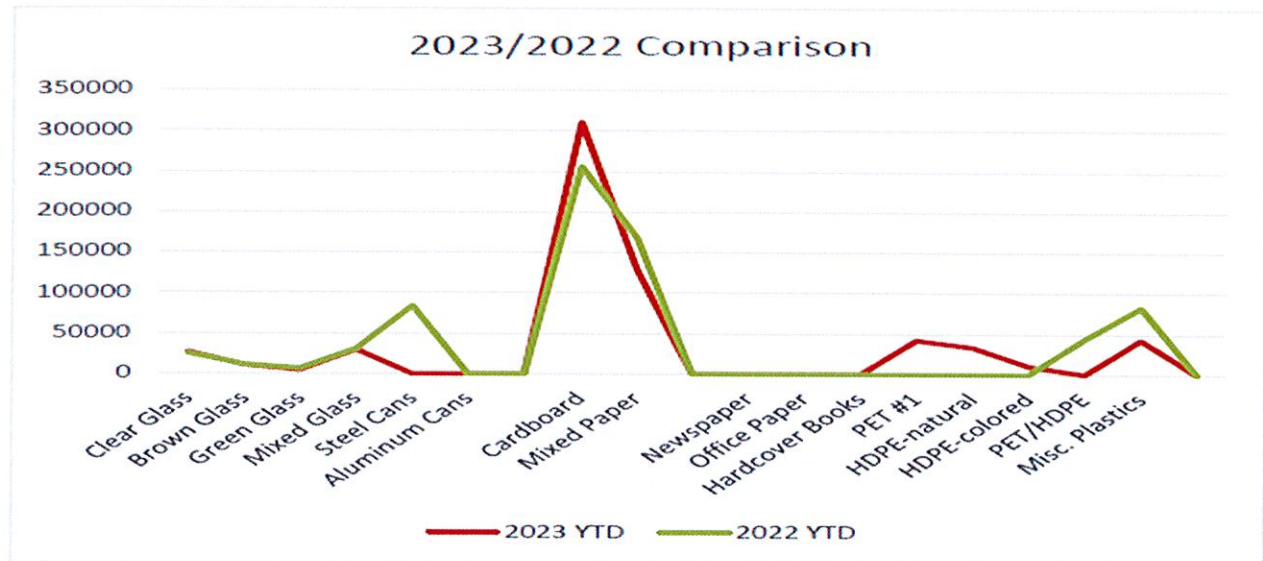
BLOOMSBURG RECYCLING CENTER SHIPMENT SUMMARY



BLOOMSBURG RECYCLING CENTER

2G-2

FEBRUARY SUMMARY



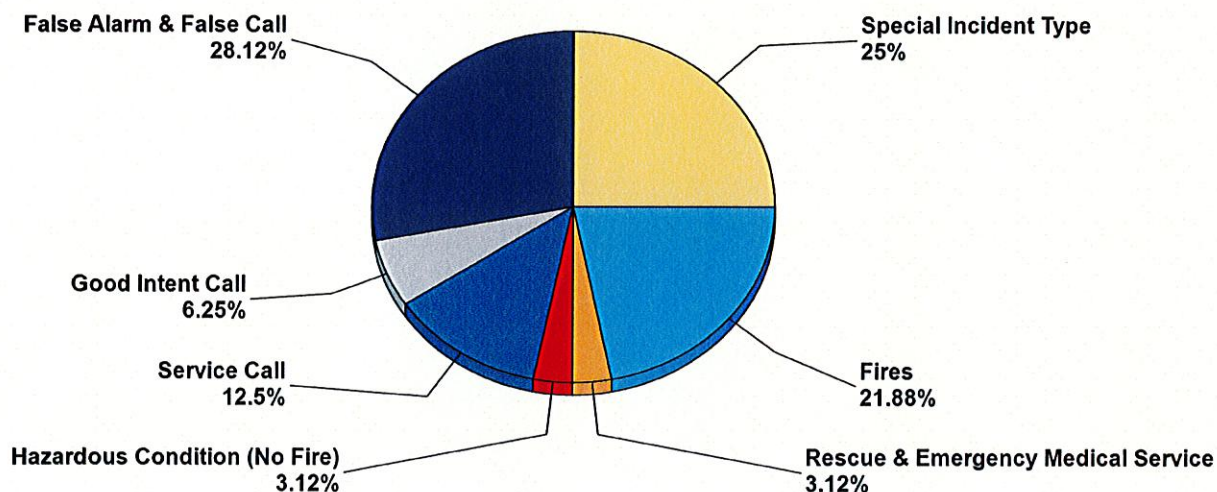
Bloomsburg Volunteer Firefighters Relief Association

Bloomsburg, PA

This report was generated on 3/8/2023 9:44:42 PM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2023 | End Date: 02/28/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	7	21.88%
Rescue & Emergency Medical Service	1	3.12%
Hazardous Condition (No Fire)	1	3.12%
Service Call	4	12.5%
Good Intent Call	2	6.25%
False Alarm & False Call	9	28.12%
Special Incident Type	8	25%
TOTAL	32	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	4	12.5%
116 - Fuel burner/boiler malfunction, fire confined	1	3.12%
142 - Brush or brush-and-grass mixture fire	1	3.12%
154 - Dumpster or other outside trash receptacle fire	1	3.12%
352 - Extrication of victim(s) from vehicle	1	3.12%
410 - Combustible/flammable gas/liquid condition, other	1	3.12%
511 - Lock-out	2	6.25%
553 - Public service	1	3.12%
561 - Unauthorized burning	1	3.12%
611 - Dispatched & cancelled en route	2	6.25%
710 - Malicious, mischievous false call, other	2	6.25%
733 - Smoke detector activation due to malfunction	1	3.12%
743 - Smoke detector activation, no fire - unintentional	6	18.75%
900 - Special type of incident, other	8	25%
TOTAL INCIDENTS:	32	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



2H-3

Bloomsburg Volunteer Firefighters Relief Association

Bloomsburg, PA

This report was generated on 3/8/2023 9:49:08 PM

Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 02/01/2023 | End Date: 02/28/2023

PERSONNEL	COUNT	PERCENTAGE
<u>Adams , Dave</u>	2	6.25 %
<u>Barton , Todd</u>	8	25.00 %
<u>Beyer , Mike</u>	5	15.63 %
<u>Blass, Brad</u>	1	3.13 %
<u>Cox, Tanner</u>	7	21.88 %
<u>DiLossi, James</u>	3	9.38 %
<u>Gross , Hugh</u>	1	3.13 %
<u>Haggerty, Michael</u>	22	68.75 %
<u>Harner , Gary</u>	7	21.88 %
<u>Hess, Robert</u>	11	34.38 %
<u>Hillman , Ken</u>	10	31.25 %
<u>Jolly, Patrick</u>	13	40.63 %
<u>Kile , Dan</u>	1	3.13 %
<u>Kile , Elizabeth</u>	1	3.13 %
<u>Knelly , Charles</u>	1	3.13 %
<u>Learn , Jack</u>	1	3.13 %
<u>Mahon , John</u>	8	25.00 %
<u>McBride , Scott</u>	25	78.13 %
<u>McBride, Colby</u>	5	15.63 %
<u>Ohl , Gary</u>	2	6.25 %
<u>Reynolds , Jason</u>	15	46.88 %
<u>Reynolds, Lukas</u>	17	53.13 %
<u>Rubendall, Mike</u>	4	12.50 %
<u>Snyder , Tom</u>	4	12.50 %
<u>Szkodny, Cooper</u>	8	25.00 %
<u>Thomas , Todd</u>	17	53.13 %
<u>Thomas, Cael</u>	12	37.50 %
<u>Trelease, Charles</u>	5	15.63 %
<u>Vought , Tom</u>	1	3.13 %
Sum of Individual Responses	217	
Total Incidents for Date Range	32	

Includes incidents where personnel responded to on or off an apparatus. Only REVIEWED incidents included.



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25

6/7
2 Mar 2023

BILLS TO BE ACKNOWLEDGED

March 8, 2023

GENERAL FUND:

Administration	\$ 208,382.28
Town Buildings	\$ 2,913.36
Police Protection	\$ 64,600.21
Code Enforcement & Zoning	\$ 19,305.39
Emergency Management	\$ 32.22
Human Relations	\$ 25.00
Public Works	\$ 29,288.23
Airport	\$ 1,921.68
Town Park	\$ 1,032.44
Total	<u>\$ 327,500.81</u>

STREET LIGHTING FUND \$ 4,001.63

FIRE FUND \$ 19,460.10

RECYCLING FUND \$ 27,016.13

POOL FUND \$ 25,120.94

LIQUID FUELS FUND \$ 12,459.65

AIRPORT FUND \$ 7,272.07

CDBG ENTITLEMENT \$ 337,601.81

CDBG-DR/ FMA \$ 9,290.00

FEBRUARY PAYROLL \$ 235,305.86

TOTAL BILLS TO BE APPROVED \$ 1,005,029.00

4A

DENT PLUMBING & HEATING, INC.
1500 Monroe Ave.
Bloomsburg, PA 17815
(570) 784-4115 • Fax: (570) 784-6031



March 8, 2023

Bloomsburg Town Hall
301 East Street
Bloomsburg PA 17815

RE: Bloom Town Shed / Garage Area

TO REPLACE EXISTING UNIT HEATER

Option #1 – Labor & Material to install a Modine PDP-200-AE-01-30 Natural Gas Fired Power Vented Unit Heater, 200,000 BTU. Heater has a 10 year warranty on the primary and secondary heat exchanger, 1 year warranty on burners and 1 year warranty on sheet metal. All other parts and components have a 2 year warranty.....\$3,199.00

TO REPAIR EXISTING UNIT HEATER

Option #2 – Blower Motor only.....\$731.00
a. Venter Assembly only.....\$795.00
or
b. Inducer Motor only.....\$661.15

All items for option #2 would require labor in addition to the materials
Approximate labor cost depending on option chosen..... \$500

A handwritten signature in black ink, appearing to read 'Roger Dent', is written over a horizontal line.

Roger Dent
Dent Plumbing & Heating, Inc.
570-784-4115

DRAFT

TOWN OF BLOOMSBURG

COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION PREPARATION SCHEDULE
FFY 2023

Notice to Community Organizations	March 21, 2023
Public Hearing Notice Publication Date	March 21, 2023
First Public Hearing	April 4, 2023 Tuesday, 10:00 AM
Public Works Committee Project Recommendations	May 2, 2023 Tuesday, 10:00 AM
*Council Project Review and Selection	May 22, 2023 Monday, 7:00 PM
Final Public Hearing Notice Publication Date/ Annual Action Plan Published for Comment	June 5, 2023
Final Public Hearing	June 26, 2023 Monday, 7:00 PM
End of Annual Action Plan Comment Period	July 5, 2023
*Annual Action Plan Approval	July 17, 2023 Monday, 7:00 PM
Anticipated Annual Action Plan Submission Deadline	August 31, 2023

* Denotes formal action by the Bloomsburg Town Council.

FFY 2023 Allocation: ≈ \$261,919



40-1

Recycling Equipment Corporation
831 W 5th ST
Lansdale, PA 19446-2265
USA

Phone: 267-218-7200

Email: Service@RecyclingEquipment.com



Estimate

Estimate Number:
0227BLOOMSBURG

Estimate Date:
Feb 27, 2023

Quoted To:

Ship To:

Page: 1

Bloomsburg Recycling Center
901 Patterson Drive
cfritz@bloomsburgpa.org
Bloomsburg, PA 17815

Come visit us at www.recyclingequipment.com

Customer ID	Good Thru	Payment Terms	Sales Rep
X	3/29/23	Prepaid	03PETR

Quantity	Item	Description	Unit Price	Extension
		Customer-requested estimate to change oil in listed baler		
	MAK	Harris		
	MOD	Badger		
9.00	LR2AA	TWO TECHNICIANS-rnd trip travel and an estimated four hours on site, IF needed.	209.00	1,881.00
1.00	LO2AA	OVERTIME SURCHARGE -2AAT	118.00	118.00
112.00	M	TRIP CHARGE	1.40	156.80
20.00	T	TRAVEL TOLLS	1.00	20.00
600.00	299993B	SHELL S2 AW46 HYDRAULIC OIL- (customer's estimate)	11.27	6,762.00
600.00		HAZMAT disposal of old oil ----- NO CHARGE		
2.00	290720	859263 1.25 KZ10 FILTER	79.00	158.00
1.00	MIS	MISC. SUPPLIES, cleaners, mats, rags, etc	25.00	25.00
	N1	Price does not include repairs or damages not listed above or parts found bad upon disassembly.		
	N2	All work estimated Port to Port. Hours could be billed more or less. Major changes to be upon approval only.		
	N3	All Labor rates figured during regular work week of Monday to Friday from 7am-3:30pm.		
	N4	Freight for ordered parts is not included in above pricing. Freight charges when required to be added at cost.		

Subtotal

Continued

Proposal Accepted By: _____

Purchase Order #: _____

Date: _____

Any applicable sales tax will be calculated at time of invoicing.

Recycling Equipment Corporation
831 W 5th ST
Lansdale, PA 19446-2265
USA

Phone: 267-218-7200

Email: Service@RecyclingEquipment.com



40-2
Estimate

Estimate Number:
0227BLOOMSBURG

Estimate Date:
Feb 27, 2023

Quoted To:

Ship To:

Bloomsburg Recycling Center
901 Patterson Drive
cfritz@bloomsburgpa.org
Bloomsburg, PA 17815

Page: 2

Come visit us at www.recyclingequipment.com

Customer ID	Good Thru	Payment Terms	Sales Rep
X	3/29/23	Prepaid	03PETR

Quantity	Item	Description	Unit Price	Extension
	N5	Pricing subject to change without notice due to current market conditions.		
	N6	Customer shall have the work area cleaned and debris removed from behind the ram prior to start of work. Bales should be removed from Baler if required.		
	N7	A fire safe area provided to complete hot work such as metal cutting, welding, and grinding including a water hose, fire watch, and hot work permits issued.		
	N8	Customer to provide a forklift as needed. If Customer does not have a forklift available, REC can provide one at additional cost with advance notice.		

Subtotal 9,120.80

Any applicable sales tax will be calculated at time of invoicing.

Proposal Accepted By: _____

Purchase Order #: _____

Date: _____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of this ____ day of _____, 2023 (the "Effective Date"), by and between TOWN OF BLOOMSBURG, a governmental entity having its address at 301 East 2nd Street, Bloomsburg, Pennsylvania 17815 and its successors and assigns (collectively, the "Grantor"), for the benefit of JOHN D. BERGER, III, an adult individual with an address of 284 Fort McClure Boulevard, P.O. Box 263, Bloomsburg, Pennsylvania 17815 and his heirs, successors and assigns (collectively, the "Grantee").

W I T N E S S E T H:

WHEREAS, the Grantor is the fee simple owner of that certain parcel of real property located in the Town of Bloomsburg, Columbia County, Commonwealth of Pennsylvania, being Tax Pin No. 05W0901500, comprising approximately 4.46 acres of land, more or less as described in Columbia County Deed Book 711, Page 0400 ("Grantor's Property"); and

WHEREAS, the Grantee is the fee simple owner of that certain parcel of real property located in the Town of Bloomsburg, Columbia County, Commonwealth of Pennsylvania, being Tax Pin No. 05W0901401, more particularly described in Columbia County Instrument No. 201210912 ("Grantee's Property");

WHEREAS, the Grantor's Property and Grantee's Property adjoin each other; and

WHEREAS, the Grantor anticipates undertaking construction of a project in the vicinity of the Grantee's Property which will be utilized for recreational purposes and is known as the Bloomsburg River Trail and which will include, among other things, improvement of Sands Street to permit vehicular traffic to Eleventh Street in the Town of Bloomsburg (the "Project"); and

WHEREAS, as part of the Project, Grantor anticipates that a portion of Fort McClure Boulevard in the vicinity of Grantee's Property will be one way only for motor vehicle traffic; and

WHEREAS, due to the anticipated changes to the traffic flow in Fort McClure Boulevard in the vicinity of Grantee's Property, Grantee will need an access over that portion of Grantor's Property depicted on the map appended hereto as Exhibit "A" and as described in Exhibit "B" (the "Access Easement Area") as a means of vehicular ingress, egress and regress to Grantee's Property (the "Access Easement"); and

WHEREAS, Grantee has requested that Grantor provide an easement (the "Parking Easement") on that portion of Grantor's Property depicted on Exhibit "A" (the "Parking Easement Area") solely for vehicular parking by Grantee's invitees and licensees of the twenty (20) recreational vehicle campground spaces located on Grantee's Property, any retail store operated in conjunction with the aforementioned campground, kayak rental and public events hosted on the Grantee's Property, including, without limitation, weddings parties, meetings, craft shows and other public gatherings as an accessory use to a recreation vehicle camp, as well as temporary parking of self-contained (all electric and sewer are contained solely within the unit) "nomad" recreational

vehicles for a period not to exceed forty-eight (48) hours for events conducted on Grantor's Property (the "Permitted Uses");

WHEREAS, the Grantor and the Grantee wish to establish for the benefit of the Grantee, and his heirs and assigns, with respect to, and for the benefit of, Grantee's Property easements over, upon, across, on and through the Access Easement Area and the Parking Easement Area as set forth herein for the purposes of parking as well as ingress, egress and regress to Grantee's Property.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee, intending to be legally bound, hereby agree as follows:

1. Access Easement. The Grantor hereby grants, declares, bargains and conveys to the Grantee, his heirs, successors and assigns, the Access Easement for vehicular ingress, egress and regress to and from Grantee's Property to the public street known and designated as Sands Street, over and across the Access Easement Area and the Access Easement Apron (which apron area shall be subject to change depending upon the final layout of Sands Street) depicted on Exhibit "A" to be utilized for the Permitted Uses and no other purpose. Subject to the provisions of this Easement Agreement, such right shall include the right of Grantee, at his sole cost and expense, to construct a twenty foot (20') wide cartway within the Access Easement Area in the location shown on Exhibit "A". The parties acknowledge that when constructed the actual cartway may deviate for a total of up to two feet (2') in a north and/or south bound direction from the location depicted on Exhibit "A" and such area shall then constitute the Access Easement Area. Any deviations beyond a total of two feet (2') shall require prior written consent of Grantor prior to installation of the cartway and execution of a document in recordable form depicting the adjusted Access Easement Area.

2. Parking Easement. The Grantor hereby grants, declares, bargains and conveys to the Grantee, his heirs, successors and assigns, the Parking Easement on that portion of Grantor's Property comprising the Parking Easement Area solely for vehicular parking by Grantee's invitees and licensees for the Permitted Uses operated by Grantee on Grantee's Property and no other purpose.

3. Term. The Access Easement and Parking Easement created by this Easement Agreement shall benefit Grantee's Property and be for a term not to exceed forty (40) years, with the right of Grantor and Grantee to renew and extend the term hereof based upon terms and conditions mutually agreeable to the parties which shall be evidenced by an instrument recorded in the Columbia County Recorder of Deeds and in the absence of the same, this Easement Agreement shall automatically terminate. Upon termination of this Easement Agreement, the parties, their successor or assigns, shall sign a termination agreement acknowledging the same in a form suitable for recordation in the Columbia County Recorder of Deeds Office. In the event Grantee does not execute a termination agreement, Grantor may record an affidavit pursuant to the Act of November 5, 1981, P.L. 328, No. 118 (21 Pa. Stat. Ann. §§ 451-453), for the purpose of giving public notice of facts relating to conditions which may affect estates or interests in real estate evidencing such termination. Upon termination, that portion of Grantor's Property subject to this Easement

Agreement shall be delivered to Grantor in good condition and repair, in the condition generally shown on Exhibit "A", and all improvements installed by Grantee shall be removed by Grantee at his sole cost and expense, with the exception of the cartway located within the Access Easement Area.

4. Insurance. Grantee, his successors or assigns, whomever shall be the owner of the Grantee's Property shall maintain or cause to be maintained in full force and effect, with respect to the exercise of its rights relating to the easements granted herein, a commercial general liability insurance policy or policies with a combined single limit of liability of at least One Million Dollars (\$1,000,000) for bodily injury, personal injury, and property damage, arising out of any one occurrence, naming the Grantor, its successors or assigns as an "additional insured" under such policy or policies. Grantor may reasonably request that the amount of insurance coverage be increased from time to time.

5. Indemnification.

- a. Grantee, his successors or assigns, whomever shall then own the Grantee's Property shall indemnify, defend, and hold the Grantor, its successors or assigns harmless from and against any and all loss or liability for or on account of any injury (including death) or damage received or sustained by any person or persons (including any employee, agent, or invitee thereof) by reason of any negligent act or omission, on the part of Grantee, his successors or assigns, his employees, agents, invitees and/or licensees or otherwise arising from the rights granted pursuant to this Easement Agreement.
- b. Grantee, his successors or assigns, shall have no obligation to indemnify, defend or hold harmless the Grantor from or against any liability to the extent arising from (i) the actions of the Grantor, or its employees, agents, invitees, or third parties acting under or on behalf of the Grantor; or (ii) any willful misconduct or gross negligence of Grantor, its successors or assigns, or of any employee, agent, invitees thereof or any third parties acting on its behalf.

6. Installation and Maintenance.

- a. Grantee, his successors or assigns, whomever shall be the then owner of the Grantee's Property shall take all actions necessary to assure that the surface of the Access Easement Area and Access Easement Apron is designed, installed, constructed, used, operated, maintained, altered, repaired, reconstructed, inspected, and removed in compliance with all applicable federal, state, and local laws, regulations, and ordinances, and in accordance with good engineering practice.
- b. Grantee, at his sole cost and expense shall construct the twenty-foot (20') wide cartway to be located on the Access Easement Area as well as the Access Easement Apron, by excavating soil within the Access Easement Area and Access Easement Apron and placing a base of approximately six (6) inches of stone as the surface of the same. Grantee, at his sole cost and expense shall obtain all permits and approvals, if any, required by applicable law for installation of the cartway and the apron.

Grantor and Grantee acknowledge that the final location of the Access Easement Apron may vary and is subject to change depending upon the final improved cartway width of Sands Street during construction of the Project and each shall work together to determine the exact location of the apron.

- c. Grantee, his successor or assigns, whomever shall be the then owner of the Grantee's Property shall not construct or place any temporary or permanent buildings, structures or improvements upon the Access Easement Area and/or the Parking Easement Area without Grantor's prior written consent, which Grantor may withhold and/or condition in the exercise of its sole discretion.
- d. Grantee, his successor or assigns, whomever shall be the then owner of the Grantee's Property shall not install any above and/or underground electric, sewer and/or water facilities or other improvements within the Access Easement Area and/or Parking Easement Area without Grantor's prior written consent, which Grantor may withhold and/or condition in the exercise of its sole discretion.
- e. Grantee, his successor or assigns, whomever shall be the then owner of the Grantee's Property shall not remove any trees from the Access Easement Area and/or Parking Easement Area without Grantor's prior written consent, which Grantor may withhold and/or condition in the exercise of its sole discretion.
- f. Grantee, his successors or assigns, whomever shall be the then owner of the Grantee's Property shall maintain the Access Easement Area, Access Easement Apron and/or Parking Easement Area in good condition and repair so as to keep the same in a safe and functional condition at all times, such maintenance shall include, without limitation grass cutting, snow removal and such other maintenance as Grantor may request. Grantor, its successors or assigns, shall have no obligation of maintenance of the Access Easement Area, Access Easement Apron and/or Parking Easement Area.
- g. In his installation, construction, use, operation, maintenance, alteration, repair, reconstruction, inspection, and removal of surface of the Access Easement Area, Access Easement Apron and/or Parking Easement Area, Grantee, his successors or assigns, whomever shall then be the owner of the Grantee's Property shall promptly restore, repair, and/or replace any disturbance or damage to the Grantor's Property caused or contributed to by the installation, construction, use, operation, maintenance, alteration, repair, reconstruction, inspection, and removal of the surface of the Access Easement Area, Access Easement Apron and/or Parking Easement Area.
- h. Other than as permitted herein, Grantee shall not install and pervious and/or impervious material upon the surface of the Parking Easement Area without Grantor's prior written consent, which Grantor may withhold and/or condition in the exercise of its sole discretion.

- i. Grantor shall have the right to enter and inspect the Access Easement Area, Access Easement Apron and Parking Easement Area from time to time.

7. Barriers. No barriers, fences, curbs, or other obstructions to the free and unhampered use of the Parking Easement and Access Easement shall be created by the Grantor, such as will deprive the Grantee and his successors and assigns of the rights and privileges of this Easement Agreement. In the event that Grantee places any gates and/or other devices to limit and/or restrict access to the Access Easement Area, Access Easement Apron and/or Parking Easement Area, Grantee shall provide keys and/or any codes so that Grantor may access Grantor's Property.

8. Grantor's Access and Use: Grantor, for itself and its successors and assigns hereby reserves the right to use of the Access Easement Area, Access Easement Apron and Parking Easement Area as a means of ingress, egress and regress to Grantor's structure depicted on Exhibit "A" which is located adjacent to the Parking Easement Area. Grantor shall at all times have free and uninterrupted access to its building located on Grantor's Property and the exercise of Grantee's rights hereunder shall not affect the same. Other than Grantor's rights reserved herein, Grantee, his successors and assigns shall have exclusive use of the Access Easement Area, Access Easement Apron and Parking Easement Area.

9. Release: Grantee hereby forever waives any claim for damages against Grantor which may be available under the Pennsylvania Eminent Domain Code (26 Pa. C.S. §101 et. seq.) as well as for any other claim at law or in equity of and from all actions, suits, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims, cross-claims, third party claims, demands and liabilities of any nature whatsoever, known or unknown, which Grantee ever had, now has as of the date hereof, with respect to the Project, and for any future damages including, without limitation, business interruption, business loss and for costs incurred by Grantee for improvements or repairs to Grantee's Property that are necessitated by this Easement Agreement and/or the Project.

10. Further Assurances. The parties to this Easement Agreement shall, from time to time, execute and deliver such instruments of further assurances of confirmation, in recordable form, if appropriate, as may be reasonably requested by the other party to perfect, complete and confirm the Access Easement, Parking Easement as well as conditions and obligations created or contained in this Easement Agreement.

11. Invalidation of Provisions; Amendments to Agreement. Invalidation of any provision of this Easement Agreement by judgment, court order or legislative mandate or a finding that such provision is illegal or unenforceable, shall in no way affect any other provision and all other provisions shall remain in full force and effect. This Easement Agreement may not be altered, modified, amended or terminated unless by a written instrument in recordable form duly executed by the parties to this Easement Agreement or their respective successors or assigns.

12. Warranties. Grantor does hereby warrant and covenant unto the Grantee and his successors and assigns that: (i) it is the owner of the Grantor's Property and has the full right and authority, to enter into this Easement Agreement and grant the rights and to incur the obligations created hereunder without the consent or intervention of any other party, person or entity; (ii) that Grantee and his successors and assigns will quietly enjoy the Access Easement Area and Parking

Easement Area for the purposes herein stated; and (iii) that it will cooperate with Grantee and his successors and assigns in obtaining all permits and approvals in connection with the installation, construction, replacement, maintenance or use of the Access Easement Area, but at the cost and expense of the Grantee.

13. Notices. All notices and other communications required or permitted pursuant to the provisions of this Easement Agreement shall be in writing and shall be delivered by United States mail, certified and return receipt requested, postage prepaid, to the following addresses unless changed by proper written notice:

If to the Grantor: Town of Bloomsburg
 Attention: Mayor
 301 East 2nd Street
 Bloomsburg, PA 17815

If to Grantee: John D. Berger, III
 284 Fort McClure Boulevard
 P.O. Box 623
 Bloomsburg, PA 17815

14. Successors and Assigns. This Easement Agreement shall be binding upon, and inure to the benefit of, the Grantor and the Grantee and their respective heirs, successors and assigns.

15. Easement to Run With the Land. Subject to the provisions hereof, this Easement Agreement and the covenants and agreements contained herein and the benefits, burdens, rights and obligations hereby created shall run with the land and shall be binding upon, and inure to the benefit of, the Grantor and the Grantee and their respective heirs, successors and assigns.

16. Recordation of Easement. This Easement Agreement shall be recorded in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania and the cost and expense associated with the recordation of this Easement Agreement shall be borne by the Grantor.

17. Transfer Tax. In the event any transfer tax is imposed by the recordation of this instrument at the time of recordation or at any time thereafter, Grantor and Grantee shall equally split the same.

18. Governing Law. This Easement Agreement shall be construed, interpreted and applied in accordance with the law of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Easement Agreement under seal as of the date first above written.

(SIGNATURE PAGE CONTINUES)

ATTEST/WITNESS:

GRANTOR:

TOWN OF BLOOMSBURG

BY: _____
Justin Hummel, Mayor

GRANTEE:

John D. Berger, III

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

ON THIS, the _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared **JUSTIN HUMMEL**, who acknowledged himself to be the Mayor of the **TOWN OF BLOOMSBURG** and the person who executed the foregoing instrument for the purposes therein contained on behalf of the **TOWN OF BLOOMSBURG**.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

ON THIS, the _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared **JOHN D. BERGER, III**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

EXHIBIT "A"
MAP

EXHIBIT "B"
LEGAL DESCRIPTION

ALL THAT CERTAIN tract, piece, or parcel of land for right of way boundary situated in Town of Bloomsburg, Columbia County, Commonwealth of Pennsylvania, as shown on plan by Livic Civil, entitled River Trail Construction Access, Project No. 1004-29, dated June 28, 2023, being more fully described as follows:

BEGINNING at the northwestern side of the right-of-way of Fort McClure Blvd (Varying width R.O.W.), along lands now or late Town of Bloomsburg, at an existing iron pin, heading North 26° 45' 00" West to a point, the True Point of Beginning;

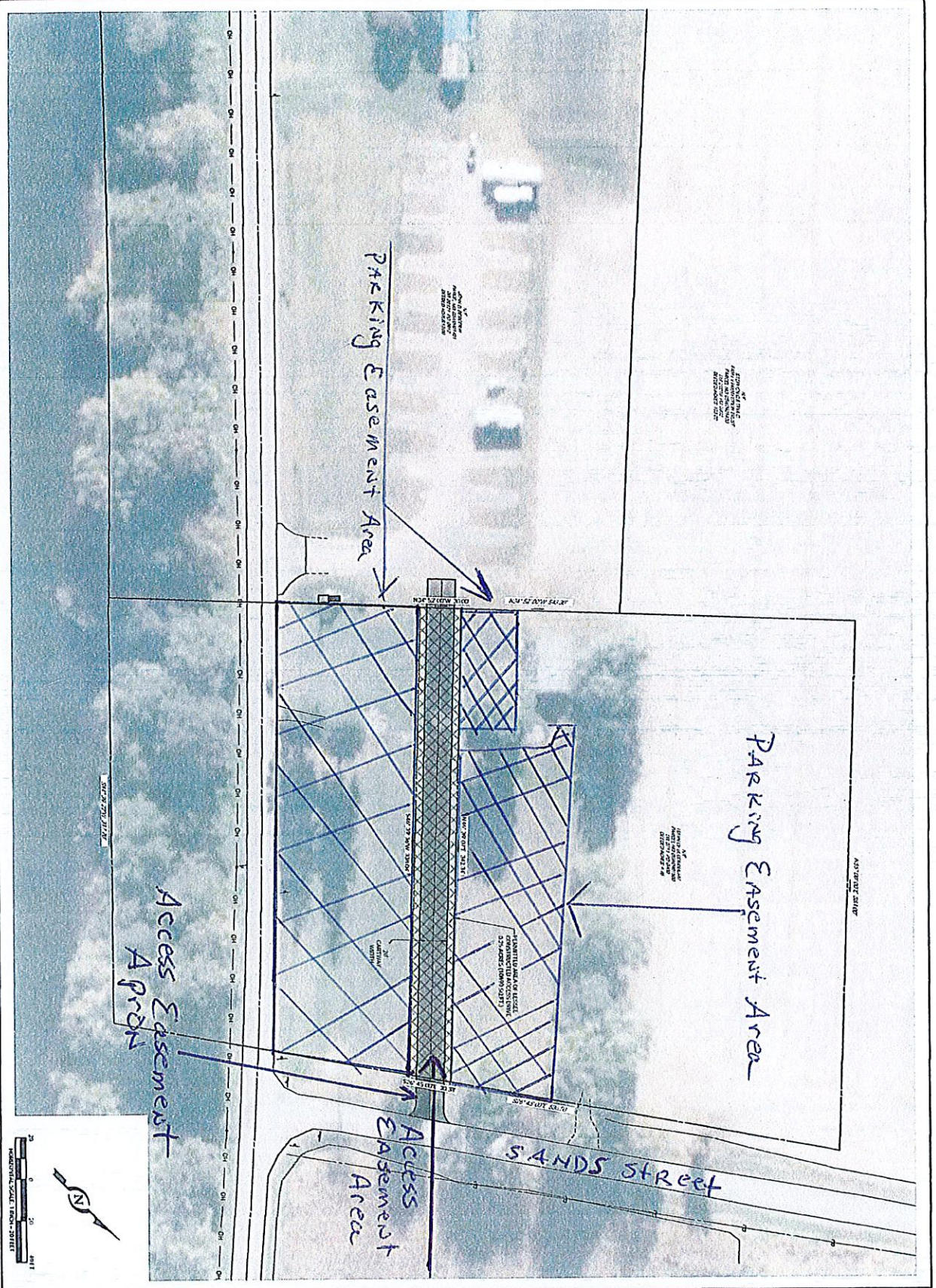
Thence (1) From said point heading South 46° 39' 36" West along lands now or late Town of Bloomsburg a distance of 338.04 feet to another point;

Thence (2) Heading North 34° 52' 00" West along lands now or late Finn Gard, Town of Bloomsburg a distance of 30.00 feet to a point;

Thence (3) From aforementioned point heading North 46° 39' 36" East along lands now or late Town of Bloomsburg a distance of 342.34 feet to another point;

Thence (4) Heading South 26° 45' 00" East along lands now or late Town of Bloomsburg a distance of 30.38 feet to the point of beginning;

CONTAINING 0.25 Acres (10,890 sq.ft.) more or less.



PLAN

C200

TOWN OF BLOOMSBURG
COLUMBIA COUNTY
PENNSYLVANIA

LIVIC CIVIL
 29 E. MAIN STREET
 BLOOMSBURG, PA 17003
 PHONE: 888.881.1993
 WWW.LIVICIVIL.COM

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED	10/1/2011		

SCALE

1" = 20' HORIZONTAL
 1" = 20' VERTICAL