

**BLOOMSBURG TOWN COUNCIL MEETING  
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)  
MONDAY, AUGUST 8, 2022- 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.**

Executive sessions- Justin Hummel.

July 18, 2022 from 8:33 p.m.- 8:51 p.m. regarding a parking personnel new hire and a potential pool litigation matter.

**Community Yard Sale- August 13<sup>th</sup>.**

**Register:**



**Listing:**



Congratulations to Columbia Child Development Program for their 50<sup>th</sup> Anniversary. They will be holding a public event on **8/14/2022** at the pavilion closest to Ft. McClure from **1 p.m.- 4 p.m.** between Railroad and Market Streets.

A new traffic pattern is now in place at the Bloomsburg Recycling Center.

**Citizens to be heard- time limit of three minutes.**

Outfest- Date: October 15, 2022, Time: 11 a.m.- 5 p.m. at the Town Park. Estimated number of vendors: 61.

Healthy Kids Running Series- Streater Fields on Sundays for five weeks from 4 p.m.- 5 p.m. consisting of different races for age levels up through fifth grade. Starting September 18<sup>th</sup>, skipping Fair week and continuing on October 2, 9<sup>th</sup>, 16<sup>th</sup> and 23<sup>rd</sup>.

**Staff updates:**

Bloomsburg Recycling Center- Charles Fritz.

Bloomsburg Municipal Airport- BJ Teichman.

**Enactment of an ordinance authorizing and directing the issuance of a general obligation bond, Series of 2022, in the principal amount not to exceed \$1,444,000.**

**Adoption of resolution 08.08.2022.01- Disposition list.**

1. Approval of the Council minutes from the 7/18/2022 meeting.
2. **Department Reports.**
  - A. Police department report.
  - B. Police officer report.
  - C. Town of Bloomsburg fuel mileage report (will be presented on the second August meeting).
  - D. Public Works department report.
  - E. Code enforcement monthly report (building & zoning permits).
  - F. Code enforcement citation report.
  - G. Recycling report.
  - H. Fire Department report (will be presented at the meeting).
  - I. Airport report.
3. **ADMINISTRATIVE FINANCE COMMITTEE- Justin Hummel.**
  - A. Recommendation to approve the July bills.
  - B. Approval of the United States Department of Agriculture Rural Placemaking Innovation Challenge letter.
  - C. Recommendation to approve moving forward with Enterprise for fleet management. Please note: mechanic verbal conversation of staying on board for at least 4-5 additional years. It will require roughly 2.491 Mill increase in 2027-2032 and will only cover 29 vehicles.
  - D. Recommendation to approve ending the one-year probationary period (2/3/2023) early for Director of Code Enforcement Officer, Michael Reffeor, effective 8/3/2022 (6 months).
  - E. Recommendation to approve accepting a \$200 dog park donation from the family of Scott Price
  - F. Recommendation to approve accepting a \$963.37 dog park donation from the Bloomsburg Town Park Improvement Association.
  - G. Recommendation to approve a quote from General Code in the amount not to exceed \$2,630 for five legislative items.
  - H. Recommendation to approve listing four of the five police vehicles on Municibid.

- I. Approval to request for IT service proposals.
- J. Approval of the following 2023 budget meetings.  
 August 24<sup>th</sup> at 1:30 p.m.  
 October 12<sup>th</sup> at 1:30 p.m.  
 October 26<sup>th</sup> at 1:30 p.m.  
 November 2<sup>nd</sup> at 1:30 p.m.  
 November 16<sup>th</sup> at 1:30 p.m.  
 November 30<sup>th</sup> at 1:30 p.m.

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

- A. Approval of awarding the airport furnace bid. Bid results will be presented at the meeting due to the opening being held on 8/8/2022 at 9 a.m.
- B. Approval of engineering services not to exceed \$8,000 to design pedestrian sidewalk and ramps for three railroad intersections in the Town with PennDOT paying for construction estimated to be \$75,000- \$100,000.
- C. Approval to enter into a MOU with Mr. Berger regarding parking off of Ft. McClure Blvd. for August 13, 2022. Please note: October of 2021 amount was \$200 for a weekend (Friday- Sunday).
- D. Approval of change order 1 from Don E. Bower regarding the Recycling Center project in the amount of \$10,953.80 (\$7,953.80 exit conduit and extended cleaning of the existing swale in the amount of \$3,000).
- E. Approval of payment to Don E. Bower for the Recycling stormwater projects and connection to Industrial Park Drive in the amount of \$64,559.70.
- F. Approval of an additional library by Kidsburg (picture enclosed). Costs to be paid by an anonymous donor.
- G. Approval of payment to Don E. Bower for the Town Park Walking Trail Project in the amount of \$1,462.50 (CDBG-CV funds).
- H. Approval of payment to Don E. Bower for the Town Park Restoration Improvements in the amount of \$91,399.50.
- I. Recommendation to award appraisal services to Lynwood Real Estate Appraisal Company for a total of \$450 to proceed with waiver valuations regarding Miller Avenue.
- J. Recommendation to approve a quote from Donald E. Kocher, Inc. in the amount of \$3,110 for repairing the damaged masonry wall at the DUI Booking Center. John Fritz confirmed that the County Drug Task Force will remit half.

- K. Approval of a quote from Dent Plumbing & Heating, Inc. for A/C Replacement & Gas Furnace Options for the DUI Booking Center. Please note: Chief Price is reviewing the potential use of DUI funds for payment.
- L. Recommendation to approve payment to LIVIC Civil in the amount of \$1,327.50 & \$3,500 for 2022 paving.
- M. Recommendation to list the Bloomsburg Municipal Airport jet fuel tank on Municibid.
- N. Recommendation to approve payment to Don E. Bower for the Town Park Improvement project in the amount of \$58,373.22.
- O. Recommendation to approve change order #1 for Don E. Bower for the Town Park Improvement project in the amount of \$697.55. Please note: the additional dirt is no longer a concern.

5. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE- Toni Bell.**

- A. Recommendation from the Planning Commission to approve the following waivers for the Dillon Floral Subdivision.
  - 1. The Plan proposes a "Shared Access/Utility Easement". An agreement has been prepared. The recorded agreement shall be provided as well as The Book and Page numbers inserted into the note on sheet 1.
  - 2. All plans shall be signed and sealed by the Plan Preparer. The Surveyor Certification provided on sheet 1 shall also be signed, dated, and sealed.
  - 3. The 'Ownership Acknowledgement' statement provided on sheet 1 shall be signed by Owner and notarized.
  - 4. A copy of the recorded 'Cross Parking Agreement' on sheet 1 shall be provided. The Book and Page numbers shall be inserted into the note.
- B. Recommendation from the Planning Commission to approve the following waivers for the Mill on Market Land Development.
  - 1. Language regarding the proposed "blanket easement" shall be included within the required Ownership, Operation, and Maintenance Agreement for Drainage and Stormwater Management Facilities. The statement shall be completed and signed.
  - 2. A written agreement describing ownership, operation, and maintenance responsibilities for all proposed drainage and stormwater management facilities associated with this project shall be prepared and executed between the Property Owner(s) and the Town.
- C. Recommendation from the Planning Commission to approve a 90-day extension request for the Bloomsburg WTP Pole Building land development.
- D. Approval to expense \$5,000 additional to Ostergaard Acoustical Associates for services expanding beyond the 2/14/2022 \$5,000 agreement.

6. **PUBLIC SAFETY- Justin Hummel.**

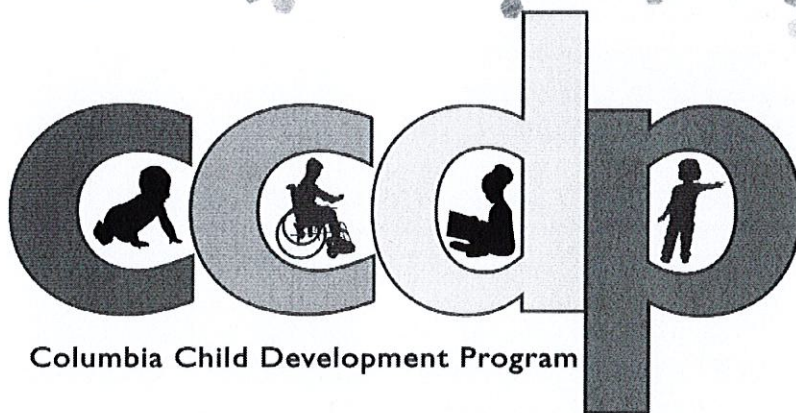
- A. Recommendation to approve the Halloween dates for 2022 and 2023 on October 31<sup>st</sup> of each year from 6 p.m.- 9 p.m.

**Citizens to be heard.**

**Executive session-** Recycling personnel matter regarding wages and police personnel matters regarding a potential new hire and health care item.

A potential vote to raise the salary of recycling non-bargaining workers.

A potential motion to hire a police officer.



# 50th Anniversary Celebration

**August 14**  
**1 - 4 PM**

Staff Recognition at 1:30

**Bloomsburg Town Park**

Use your phone's camera to scan the  
QR code to RSVP to the event!



Or type in this URL into  
your internet browser.  
<https://bit.ly/3NUsI6R>

Stop by and celebrate  
with us! Free and open  
to the community!

- *Woody Wolfe*
- *Folk's Butterfly Farm*
- *Games and Activities*
- *Touch a Firetruck*
- *Cupcakes and Snacks*
- *Community Partners*

**TOWN OF BLOOMSBURG**  
**COLUMBIA COUNTY, PENNSYLVANIA**

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**ORDINANCE NO.—**\_\_\_\_\_

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AN ORDINANCE

OF THE COUNCIL OF THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA (THE “**TOWN**”), AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES OF 2022, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$1,444,000 (THE “**BOND**”), AS PERMITTED BY AND PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA. C.S. § 8001 *et seq.*, AS AMENDED AND SUPPLEMENTED (THE “**DEBT ACT**”), FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED FOR AND TOWARD A CAPITAL PROJECT; DETERMINING THAT SAID DEBT SHALL BE NONELECTORAL DEBT OF THE TOWN; DETERMINING THAT THE BOND SHALL BE SOLD AT PRIVATE SALE BY NEGOTIATION; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BOND, AT PRIVATE SALE BY NEGOTIATION, AND AWARDING THE BOND AND SETTING FORTH RELATED PROVISIONS; FIXING THE SUBSTANTIAL FORM, DATE, MATURITY DATE, MAXIMUM INTEREST RATE, PRINCIPAL AND INTEREST PAYMENT DATES, PLACE OF PAYMENT OF PRINCIPAL AND INTEREST AND PREPAYMENT PROVISIONS OF THE BOND; AUTHORIZING EXECUTION AND ATTESTATION OF THE BOND; PROVIDING THAT THE BOND, WHEN ISSUED, SHALL BE A GENERAL OBLIGATION BOND OF THE TOWN; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO THE BOND AS REQUIRED BY THE DEBT ACT, AND THE PENNSYLVANIA CONSTITUTION AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWN IN SUPPORT THEREOF; SPECIFYING A REASONABLE ESTIMATE OF THE USEFUL LIFE OF SAID PROJECT; CREATING A SINKING FUND IN CONNECTION WITH THE BOND AS REQUIRED BY THE DEBT ACT; APPOINTING A PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITORY; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT OF ALL OBLIGATIONS OF THE BOND WHEN DUE; RATIFYING PRIOR ADVERTISEMENT AND DIRECTING FURTHER ADVERTISEMENT; AUTHORIZING AND DIRECTING THE PREPARATION, EXECUTION AND FILING OF A TRANSCRIPT OF PROCEEDINGS, INCLUDING THE DEBT STATEMENT AND THE BORROWING BASE CERTIFICATE TO BE APPENDED TO THE DEBT STATEMENT AND OTHER APPROPRIATE DOCUMENTS REQUIRED BY THE DEBT ACT, WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; DECLARING THAT THE DEBT TO BE INCURRED TOGETHER WITH OTHER INDEBTEDNESS OF THE TOWN, NOT TO BE IN EXCESS OF ANY LIMITATION IMPOSED BY THE DEBT ACT UPON THE INCURRING OF DEBT BY THE TOWN; SETTING FORTH CERTAIN COVENANTS RELATING TO THE NON-ARBITRAGE STATUS OF THE BOND; DESIGNATING THE BOND AS A QUALIFIED TAX-EXEMPT OBLIGATION UNDER SECTION 265 (B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; CREATING A PROJECT ACCOUNT; AUTHORIZING THE PAYMENT OF EXPENSES; PROVIDING

GUIDELINES FOR PERMITTED INVESTMENTS; AUTHORIZING AND DIRECTING APPROPRIATE OFFICERS OF THE TOWN TO DO AND PERFORM CERTAIN SPECIFIED, REQUIRED OR APPROPRIATE ACTS AND THINGS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INsofar AS THE SAME SHALL BE INCONSISTENT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

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**WHEREAS**, the Town of Bloomsburg, Columbia County, Pennsylvania (the "**Town**"), is a political subdivision existing under laws of the Commonwealth of Pennsylvania (the "**Commonwealth**") and is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 *et seq.*, as amended and supplemented, of the Commonwealth (the "**Debt Act**"); and

**WHEREAS**, the Town heretofore determined to undertake a capital project consisting of the acquisition of equipment and vehicles for public works, fire and police departments and code enforcement, which undertaking herein are referred to as the "**Capital Project**," at an estimated cost of \$2,477,225 and having a useful life of at least twenty (20) years; and

**WHEREAS**, the Council of the Town has obtained realistic cost estimates of the Project through actual bids and professional estimates by engineers and other persons qualified by experience; and

**WHEREAS**, the Town heretofore has applied for a loan, in an amount not to exceed \$1,444,000 (the "**Government Loan**"), and for a grant, in an amount not to exceed \$601,300 (the "**Government Grant**") from the United States of America, acting by and through the United States Department of Agriculture (the "**Government**" or "**Purchaser**," which term shall include any successor agency of the United States Department of Agriculture), under the Rural Housing Service/Community Facilities programs administered by the Government agency known as Rural Development, the proceeds of which Government Loan and Government Grant, as received, will be applied for and toward the Capital Project and for and toward payment of the costs and expenses of undertaking to complete the Capital Project; and

**WHEREAS**, the Town has agreed to contribute equity in the amount of \$431,925 for and toward the Capital Project; and

**WHEREAS**, the Capital Project and the costs of issuing the Town's debt incurred for such project sometimes are referred to collectively herein as the "**Project**"; and

**WHEREAS**, the Town, in order to evidence its payment obligations under the Government Loan, has determined to issue a bond, to be known as its "General Obligation Bond, Series of 2022," in the principal amount of \$1,444,000 (the "**Bond**"), the proceeds of which shall be applied for and toward funding the Capital Project, including the costs and expenses related to issuance of said Bond as authorized herein; and

**WHEREAS**, the Government heretofore has submitted and the Town accepted a purchase proposal with respect to the Bond (the "**Purchase Proposal**"); and

**WHEREAS**, the Council of the Town desires to undertake the Capital Project, confirm acceptance of the Purchase Proposal of the Purchaser, incur nonelectoral debt, in the principal amount of \$1,444,000, in connection with the Capital Project, pursuant to provisions of the Debt Act, approve the form of the Bond, authorize filing with the Pennsylvania Department of Community and Economic Development of this Ordinance, and other documents required by the Debt Act, and authorize such

further action by its officers, officials, solicitor and bond counsel consistent with this Ordinance, the Debt Act, and all other applicable law.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Council of the Town, as follows:

**Section 1. The Project.** The Council of the Town hereby determines to combine the Capital Project and payment of costs of issuance of the Bond for purposes of financing the Capital Project, and authorizes and approves the undertaking as a project, the Project. The description of the Capital Project, the Bond and the Project contained in the recitals to this Ordinance hereby are incorporated into this Section by reference as if set out here at length. The foregoing recitals and all terms defined therein are incorporated herein, and such defined terms may hereafter be used as if set out at length.

The Town hereby estimates that the Capital Project will be completed on or about April 30, 2023.

**Section 2. Incurrence of Indebtedness.** For the purpose of providing funds for and toward the payment of costs, as such term is used in the Debt Act, of the Project, the incurring of nonelectoral debt by the Town in the principal amount not to exceed \$1,444,000 hereby is authorized. Such debt shall be evidenced by the issuance of a general obligation Bond of the Town designated generally as its "General Obligation Bond, Series of 2022," in the principal amount not to exceed \$1,444,000 (the "**Bond**").

**Section 3. Approval of Private Sale by Negotiation.** The Council of the Town determines that the Bond shall be sold at private sale by negotiation and determines that private sale by negotiation of the Bond is in the best financial interest of the Town.

**Section 4. Acceptance of Purchase Proposal.** The Council of the Town confirms acceptance of the Purchase Proposal of the Purchaser to purchase the Bond. Sale of the Bond is awarded and sold to the Purchaser, in accordance with terms and conditions of its Purchase Proposal, at a dollar price of \$1,444,000 or so much as shall be advanced thereunder (100% of the principal amount), the Purchaser having submitted such Purchase Proposal in accordance with provisions of the Debt Act. The proper officers of the Town are authorized and directed to execute and deliver an acceptance of the Purchase Proposal to the Purchaser. One counterpart of the Purchase Proposal shall be filed with the records of the Town.

**Section 5. Interest Rates and Maturity Date.** The Bond shall bear interest at a fixed rate not to exceed 2.25% per annum from the date of issuance and delivery thereof until maturity or prepayment as a whole of the principal amount thereof. The Bond shall be stated to mature twelve (12) years from the date of issuance and delivery of the Bond (the "**Maturity Date**"), as provided in the form of the Bond.

**Section 6. Appointment of Paying Agent, Registrar and Sinking Fund Depository.** The Town hereby appoints First Columbia Bank & Trust Co. (the "**Bank**"), having an office in Bloomsburg, Pennsylvania, as paying agent ("**Paying Agent**") and registrar ("**Registrar**") for the Bond and sinking fund depository ("**Sinking Fund Depository**") with respect to the Sinking Fund created pursuant to Section 11. The appropriate officers of the Town are authorized and directed to contract with the Bank, for its services as Sinking Fund Depository, Paying Agent and Registrar at such charges, if any, as shall be appropriate and reasonable for such services. The Town may, by resolution, from time to time appoint a successor Paying Agent, Sinking Fund Depository or Registrar to fill a vacancy or for any other reason.

**Section 7. Payment Dates.** The Bond shall be fully registerable as to principal and interest, shall be in the denomination of \$1,444,000, shall be dated as of the date of issuance and delivery thereof, and shall bear interest on the unpaid principal balance from the date of issuance and delivery thereof, at the

rate of interest, as specified in Section 5 hereof, payable monthly, on the calendar day of each such month that is the same as the calendar day of issuance and delivery (each a "**Payment Date**") until maturity or prepayment as a whole of the principal amount thereof.

The principal of and interest on the Bond shall be payable as provided in the form of Bond as set forth in Exhibit A attached hereto and incorporated herein, unless prepaid as provided herein. Payment of minimum installments of principal of the Bond shall be due monthly on each Payment Date commencing with the first Payment Date as provided in the form of Bond. The Bond shall be stated to mature on or before the Maturity Date. A schedule of the maximum installments of principal payable is set forth in Exhibit B attached hereto and hereby incorporated herein, unless prepaid as provided herein.

The principal of and interest on the Bond shall be payable in lawful moneys of the United States of America at the office of the Paying Agent; or, if payment of the principal of and interest on the Bond shall be payable to the Government, the principal of and interest on the Bond shall be payable at the office of the United States Department of Agriculture, Rural Development District Office located in Montoursville, Pennsylvania, or at such other place or places as may be designated by the registered owner thereof.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or on a day on which banking institutions in the municipality where the office of the Paying Agent is located are authorized by law or executive order to close, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or on a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the date fixed for such payment.

**Section 8. Execution of Bond.** The Bond shall be executed in the name of and in behalf of the Town by the manual signatures of its Mayor or Deputy or Acting Mayor of the Council and the official seal of the Town shall be affixed thereunto and the manual signature of the Secretary or Assistant Secretary of the Town shall be affixed thereunto in attestation thereof; and said officers are authorized and directed to execute and to attest, as applicable, the Bond.

**Section 9. General Obligation Covenant.** The Bond is declared to be a general obligation of the Town. The Town covenants to and with the registered owners, from time to time, of the Bond, pursuant to this Ordinance, that the Town shall include the amount of the debt service, subject to the appropriate adjustment in the event of the prepayment of any portion of the Bond prior to maturity, on the Bond for each fiscal year of the Town in which such sums are payable in its budget for that fiscal year, shall appropriate such amounts for such payments of such debt service and duly and punctually shall pay or shall cause to be paid the principal of the Bond and the interest thereon on the dates and at the place and in the manner stated in the Bond, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the Town shall and does pledge, irrevocably, its full faith, credit and taxing power. The Debt Act provides that the foregoing covenant of the Town shall be enforceable specifically. The maximum amounts of the debt service for each fiscal year of the Town in which such sums are payable are set forth in Exhibit B attached hereto and incorporated herein.

**Section 10. Prepayments.**

(a) **Optional Prepayment.** The Bond is subject to prepayment prior to maturity, at the option of the Town, as a whole, or, from time to time, in part, on any date, in each case upon payment of the principal amount thereof, together with accrued interest to the date fixed for prepayment.

If less than all of the outstanding principal amount of the Bond is to be prepaid, such prepayment shall be credited against such stated installments of principal on the Bond as the Town may designate in writing to the Purchaser at the time of prepayment, otherwise such partial prepayment shall be applied to the installment of principal last to become due and shall not affect the obligation of the Town to pay the remaining installments of principal and interest as scheduled under the Bond.

(b) Mandatory Prepayment. Payments of installments of principal of the Bond shall be due monthly on each Payment Date commencing with the first Payment Date as set forth in the Bond, in the amounts not to exceed the amounts set forth in Exhibit B attached hereto.

#### **Section 11. Creation of Sinking Fund.**

(a) Deposit. There hereby is established, pursuant to Section 8221 of the Debt Act, a sinking fund for the Bond, to be known as “Town of Bloomsburg– 2022 General Obligation Bond Sinking Fund” (the “**Sinking Fund**”), into which the Town covenants to deposit, and into which the proper officers of the Town hereby are authorized and directed to deposit on or before the first Payment Date set forth in the Bond, and on or before each Payment Date thereafter to and including the Maturity Date, amounts sufficient to pay the principal of and interest on the Bond due on such dates. Should the amounts covenanted to be paid into the Sinking Fund be, at any time, in excess of the net amounts required at such time for the payment of interest and principal, whether by reason of funds already on deposit in the Sinking Fund or by reason of optional deposits as described in subsection (b) below, or for some similar reason, the amounts covenanted to be paid may be reduced to the extent of the excess.

(b) Application of Funds. All sums in the Sinking Fund shall be applied exclusively to the payment of principal and interest covenanted in Section 9 hereof to be paid as the same from time to time become due and payable and the balance of said moneys over and above the sum so required shall remain in the Sinking Fund, to be applied to the reduction of future required deposits; subject, however, to investment or deposit at interest as authorized by law and as permitted by Section 20 hereof. The Sinking Fund shall be kept as a separate account at the Sinking Fund Depository. The Sinking Fund Depository, without further authorization other than as herein contained, shall pay from the moneys in the Sinking Fund, the principal of and interest on the Bond as and when due to the registered owner thereof.

(c) Optional Deposits. Notwithstanding the foregoing, in the case of optional prepayment of the Bond as permitted by Section 10 hereof, the Treasurer hereby is authorized and directed to deposit from time to time before the optional prepayment date funds which shall be sufficient when they, either alone or together with the interest to be earned thereon, if any, will equal the principal of the Bond so prepaid and the interest thereon to the date of prepayment.

**Section 12. Cost and Realistic Useful Life.** Reasonable cost estimates have been obtained with the assistance of officials of the Town and professional consultants, each of whom is qualified by education, training and experience to provide such estimates and for the Capital Project from actual bids. The cost estimate of the Capital Project, after giving consideration to other available funds, has been estimated to be approximately \$2,447,225. The useful life of the Capital Project is at least twenty (20) years from the date of completion.

In accordance with Section 8142(b)(1) of the Debt Act, the principal installments of the Bond have been fixed so as to amortize the Bond on at least an approximately level annual debt service plan during the term of the Bond.

**Section 13. Advertising.** The action of the officers of the Town in advertising a summary of this Ordinance, as required by law, is ratified and confirmed. The proper officers of the Town or any of them,

are authorized and directed to advertise a notice of enactment of this Ordinance in a newspaper of general circulation in the Town within 15 days after final enactment. The Secretary of the Town hereby is directed to make a copy of this Ordinance available for inspection by any citizen during normal office hours.

**Section 14. Filing with Department of Community and Economic Development.** The Mayor or Deputy or Acting Mayor of the Council of the Town and the Secretary of the Town, which shall include their duly qualified successors in office, if applicable, are authorized and directed to prepare, verify and file with the Department of Community and Economic Development, in accordance with the Debt Act, a transcript of proceedings relating to the issuance of the Bond, including, the Debt Statement and Borrowing Base Certificate required by Section 8110 of the Debt Act, and to take other necessary action to authorize, prepare and file all necessary documents with the Department of Community and Economic Development including, if necessary or desirable, any statements required to exclude any portion of the debt evidenced by the Bond from the appropriate debt limit as self-liquidating debt or subsidized debt.

It is declared that the debt to be incurred hereby is within the limitation imposed by the Debt Act upon the incurring of such debt by the Town.

**Section 15. Approval.** The appropriate officers of the Town are authorized and directed to deliver the Bond, upon execution and attestation thereof as provided for herein, to the Purchaser, but only upon receipt of proper payment of the balance due therefor, and only after the Department has certified its approval of the required filing pursuant to Section 8204 of the Debt Act or such approval of the required filing shall be deemed to have occurred, as provided in Section 8206 of the Debt Act.

**Section 16. Internal Revenue Code Covenants.**

(a) **General.** The Town hereby covenants with the registered owners, from time to time, of the Bond that no part of the proceeds of the Bond will be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably expected on the date of issuance of the Bond, would have caused the Bond to be an arbitrage bond within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the Regulations thereunder proposed or in effect at the time of such use and applicable to the Bond, and that it will comply with the requirements of that section and the Regulations throughout the term of the Bond.

(b) **Rebate.** The Town covenants, if it is not eligible for any rebate exception under the Code, that it will rebate to the United States Department of Treasury, at the times and in the manner required by the Code, all investment income derived from investing the proceeds of the Bond in an amount which exceeds the amount which would have been derived from the investment of proceeds of the Bond at a yield not in excess of the yield of the Bond.

(c) **Qualified Tax-Exempt Obligation Designation.** The Town hereby determines for purposes of the Code that the Bond shall be and hereby is designated as a “qualified tax exempt obligation” to the extent the Bond is acquired by any “financial institution,” as defined in Section 265(b)(3) of the Code, and the applicable regulations and rulings thereunder and corresponding provisions of any Federal tax laws from time to time proposed or enacted and at the time applicable or proposed to be applicable.

The Town hereby reasonably anticipates that the total amount of qualified tax exempt obligations which will be issued by it and all subordinate entities during the calendar year 2022 will not exceed \$10,000,000, within the meaning of Section 265(b)(3) of the Code, and the applicable regulations and

rulings thereunder and corresponding provisions of any Federal tax laws from time to time proposed or enacted and at the time applicable or proposed to be applicable.

(d) Filing. The Town will file with the IRS Form 8038-G and any other forms or information required by the Code to be filed in order to permit the interest on the Bond to be excluded from gross income for federal income tax purposes.

**Section 17. Project Account.**

(a) Project Account. The Town hereby creates a special account to be known as the Town of Bloomsburg 2022 Project Account (the “**Project Account**”) to be established in the name of the Town with First Columbia Bank & Trust Co. (the “**Project Account Depository**”). The Project Account shall be held as a trust fund for the benefit of the Town until disbursed in accordance with the provisions hereof. The Town shall deliver the net proceeds (including accrued interest, if any) derived from the sale of the Bond and the equity contribution of the Town to the Project Account Depository for deposit to the Project Account. Upon written directions from the Town signed by the Mayor, the Project Account Depository shall (1) pay out of the Project Account the costs and expenses of the issuance of the Bond and (2) pay the costs of the Capital Project. The written directions from the Town shall state the names of the respective payees, the purpose for which the expenditure has been incurred, or the purpose of the transfer, whichever is applicable, and shall contain a certification that each item of expense for which the payment has been requested has been properly incurred and is then unpaid, and that each transfer which is requested is in accordance with the provisions of this Ordinance.

**Section 18. Payment of Expenses.** All expenses incurred in connection with issuance of the Bond, shall be paid out of the proceeds derived from the issuance of the Bond or other funds of the Town and the proper officers and officials are authorized to sign and deliver requests for payment of such expenses.

**Section 19. Investment.** Any moneys in the Project Account may be invested or deposited as permitted by applicable law for funds of the Town or as permitted under the Debt Act. As to the Project Account, proper officers of the Town shall designate such investments in such combination as to provide safety of principal, liquidity to any Project draws and maximum investment income.

Any moneys in the Sinking Fund not required for prompt expenditure may, at the direction of the Town, be invested in bonds or obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited at interest in time accounts or certificates of deposit or other interest bearing accounts of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that such deposits are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds in accordance with the Debt Act. Any such investments or deposits shall mature or be subject to redemption at the option of the holder, or be subject to withdrawal at the option of the depositor, not later than the date upon which such moneys are required to be paid to the registered owners of the Bond.

**Section 20. General Authorization.** The officers and officials of the Town including the Mayor and the Secretary of the Town, hereby are authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effect the execution, issuance, sale and delivery of the Bond, all in accordance with this Ordinance.

**Section 21. Authorization of Officers.** Any authorization granted to, power conferred on, or direction given to the Mayor of the Board of Supervisors of the Town and the Secretary of the Town,

shall be deemed to run to the Acting Mayor of the Council of the Town and Assistant or Acting Secretary of the Town, respectively, as if such latter titles had been expressly included in the text hereof which grants such authorization, confers such power or gives such direction.

**Section 22. Form of Bond.** The form of Bond shall be substantially in the form attached hereto as Exhibit A, which form hereby is incorporated herein and, together with such changes as shall be deemed appropriate by the officers of the Town executing the same, hereby is approved.

**Section 24. Severability.** In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the Town that such remainder shall be and shall remain in full force and effect.

**Section 25. Repealer.** All ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

**Section 26. Effective Date.** This Ordinance shall become effective in accordance with Section 8003 of the Debt Act.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

**DULY ENACTED AND ORDAINED** this 8th day of August, 2022, by the Council of the Town of Bloomsburg, Columbia County, Pennsylvania, in lawful session duly assembled.

ATTEST:

TOWN OF BLOOMSBURG  
Columbia County, Pennsylvania

---

(Assistant) Secretary

---

(Deputy or Acting) Mayor

(SEAL)

**EXHIBIT A**

---

FORM OF BOND

---

Number GON-1

\$1,444,000

UNITED STATES OF AMERICA  
COMMONWEALTH OF PENNSYLVANIA

TOWN OF BLOOMSBURG  
County of Bedford  
General Obligation Bond, Series of 2022  
2.25%

The TOWN OF BLOOMSBURG, Columbia County, Pennsylvania (the "Town"), a municipality existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, acknowledges itself to be indebted to and promises to pay to the registered owner of this General Obligation Bond, Series of 2022 (the "Bond"), the principal sum of ONE MILLION FOUR HUNDRED FORTY-FOUR THOUSAND AND 00/100 DOLLARS (\$1,444,000), plus interest on the unpaid principal balance at the rate of 2.25% per annum payable as follows:

(a) from \_\_\_\_\_, 2022, monthly installments of ELEVEN THOUSAND FOUR HUNDRED SIXTY-SIX THOUSAND AND 00/100 DOLLARS (\$11,466.00), beginning \_\_\_\_\_, 2022 and on each month thereafter to and including maturity (each a "Payment Date"), (interest due on any Payment Date shall be calculated on the balance of the principal sum hereof which remained unpaid immediately following the preceding Payment Date and then to principal); and

(b) on \_\_\_\_\_, 2022, the balance of the principal sum hereof, if any, together with accrued interest thereon.

The principal amount hereof advanced by the Government, from time to time, to the Town shall be recorded by appropriate notation upon the Record of Advances attached hereto and maintained by the Government.

If the total principal amount of this Bond is not advanced at the time this Bond is issued, the principal amount shall be advanced to the Town as requested by the Town and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto.

Payments of principal hereof, in whole or in part, and of interest hereon shall be made in any coin or currency of the United States of America which, at time of payment, shall be legal tender for payment of public and private debts, at the office of First Columbia Bank & Trust Co. (the "Paying Agent" which term shall include any duly appointed alternate or successor paying agent), in the Town of Bloomsburg, Columbia County, Pennsylvania; or, if payment of the principal of and interest on this Bond shall be payable to the Government, the principal of and interest on this Bond shall be payable at the office of the

United States Department of Agriculture, Rural Development District Office located in Montoursville, Pennsylvania, or at such other place or places as may be designated by the registered owner hereof. So long as the Government shall be the registered owner hereof, payment of any part of the principal of and interest on this Bond by or on behalf of the Town shall be valid and effective to satisfy and discharge fully the obligations of the Town or its paying agent hereinafter identified with respect to such payments of principal and interest, without surrender hereof to the Town for appropriate notation upon the Payment Record attached hereto and made part hereof. So long as the registered owner hereof shall not be the Government, payment of any part of the principal of and interest on this Bond by the Town shall be made only upon surrender hereof by the registered owner at the principal office of the Town for appropriate notations with respect to such payments and any unrecorded prior payments upon such Payment Record. Notations upon such Payment Record with respect to payments of principal and interest shall satisfy and discharge fully the obligations of the Town with respect to such payments of principal and interest, and such notations upon such Payment Record shall be conclusive and binding upon the registered owner hereof. Final payment of principal and interest appertaining hereto shall be made only upon complete surrender hereof to the Town.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

This Bond is issued in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S.A. § 8001 *et seq.*, as amended and supplemented (the "Act") and by virtue of a duly enacted ordinance (the "Ordinance") of the Council of the Town. The Act, as such shall have been in effect when this Bond was authorized, and the Ordinance shall constitute a contract between the Town and the registered owner, from time to time, of this Bond. A copy of the Ordinance, duly certified by the Secretary of the Town, is on file at the principal office of the Town. Reference is made to the Ordinance for a statement of the particular receipts, revenues and moneys of the Town pledged for payment of obligations hereof, the nature, extent and manner of enforcement of the security, the rights of the registered owner hereof, from time to time, with respect to such security and the terms under which this Bond is issued, to all provisions of which Ordinance the registered owner hereof, from time to time, by acceptance of this Bond, assents.

This Bond hereby is declared to be a general obligation of the Town. The Town, in the Ordinance authorizing the issuance of the Bond, has covenanted with the registered owners, from time to time, of the Bond that the Town will include the amount of the debt service charges on the Bond for each fiscal year in which such sums are payable, in its budget for that year, that it will appropriate such amounts to the payment of such debt service, and will duly and punctually pay or cause to be paid the principal of the Bond, and the interest thereon, on the dates and at the place and in the manner stated in the Bond, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the Town has pledged its full faith, credit and taxing power. This covenant is specifically enforceable.

The Town has designated under and for purposes of Section 265(b)(3) of the Internal Revenue Code, of 1986, as amended, to qualify this Bond as a "qualified tax-exempt obligation," as such phrase is defined in Section 265(b)(3)(B) of such Code.

The principal hereof is subject to prepayment, at the option of the Town, as a whole, or from time to time, in part, on any date, in any amount, and without any premium or penalty being payable by the Town on account of such prepayment. Any partial prepayment of principal shall be applied to the installment of principal last to become due hereunder and shall not affect the obligation of the Town to pay the remaining installments of principal and interest as scheduled herein. The registered owner hereof,

by acceptance hereof, agrees that any such prepayment may be made by the Town without any prior notice, of any nature whatsoever, to the registered owner hereof.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Town. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the Town to pay the remaining installments as scheduled herein.

This Bond, immediately upon execution and delivery hereof by the Town, shall be registered, both as to principal and interest, in the name of the owner, on records of the Town to be kept for that purpose at the principal office of the Town, such registration to be Bond hereon by a duly authorized representative of the Town. After such registration, no transfer hereof shall be valid unless made by the registered owner hereof in person or by his duly authorized attorney and similarly Bond upon said records and hereon. Rights of any registered owner hereof, subsequent to the initial registered owner hereof, shall not exceed rights of the predecessor registered owner hereof.

If the Government at any time assigns this Bond and insures the payment thereof, the Town shall continue to make payments to the Government as collection agent for the holder. No assignment of this Bond shall be effective unless the Town is notified in writing of the name and address of the assignee. The Town shall thereupon duly Bond in its records the occurrence of such assignment, together with the name and address of the assignee.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and shall be immediately due and payable by the Town to the Government without demand. The Town agrees to use the proceeds of the loan evidenced hereby solely for purposes authorized by the Government.

The Town hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

If at any time it shall appear to the Government that the Town may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, the Town will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the Town, is not in excess of any limitation imposed by the Act upon the incurring of debt by the Town.

The Town, in the Ordinance, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on this Bond shall be deposited no later than the date fixed for disbursement thereof. The Town has covenanted in the Ordinance to make payments out of such sinking fund or out of any other of its revenues or funds, at such

times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of this Bond.

This Bond is issuable only in the form of a fully registered Bond, without coupons.

Default hereunder shall constitute default under any other instrument evidencing a debt or other obligation of the Town to the Government or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

IN WITNESS WHEREOF, the TOWN OF BLOOMSBURG, Columbia County, Pennsylvania, as provided by the Act and in the Ordinance, has caused this Bond to be executed in its name and on its behalf by its Mayor of the Council of the Town and the official seal of the Town to be affixed hereunto and the signature of its Secretary to be affixed hereunto in attestation thereof and to be delivered as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

TOWN OF BLOOMSBURG,  
COLUMBIA COUNTY, PENNSYLVANIA

\_\_\_\_\_  
/s/ SPECIMEN  
(Assistant) Secretary

By: \_\_\_\_\_  
/s/ SPECIMEN  
(Deputy or Acting) Mayor

(SEAL)

NOTHING TO BE WRITTEN HERE EXCEPT BY A DULY AUTHORIZED REPRESENTATIVE  
OF TOWN OF BLOOMSBURG

Page 5 of 7

## PAYMENT RECORD

## Principal Prepayments

[illegible]

\$1,444,000  
TOWN OF BLOOMSBURG,  
COLUMBIA COUNTY  
GENERAL OBLIGATION BOND, SERIES OF 2022  
Numbered GON-1

RECORD OF ADVANCES			
AMOUNT	DATE	AMOUNT	DATE
(1)		(6)	
(2)    \$		(7)    \$	
(3)    \$		(8)    \$	
(4)    \$		(9)    \$	
(5)    \$		(10)    \$	
	TOTAL		

**EXHIBIT B**

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MAXIMUM ANNUAL DEBT  
SERVICE SCHEDULE

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[SEE FOLLOWING PAGE]

	Payment	Balance	Interest	Principal	Monthly Debt Service	Fiscal Year Debt Service
	0	\$ 1,444,000.00				
November-22	1	\$ 1,435,241.50	\$ 2,707.50	\$ 8,758.50	\$ 11,466.00	
December-22	2	\$ 1,426,466.58	\$ 2,691.08	\$ 8,774.92	\$ 11,466.00	\$ 22,932.00
January-23	3	\$ 1,417,675.20	\$ 2,674.62	\$ 8,791.38	\$ 11,466.00	
February-23	4	\$ 1,408,867.34	\$ 2,658.14	\$ 8,807.86	\$ 11,466.00	
March-23	5	\$ 1,400,042.97	\$ 2,641.63	\$ 8,824.37	\$ 11,466.00	
April-23	6	\$ 1,391,202.05	\$ 2,625.08	\$ 8,840.92	\$ 11,466.00	
May-23	7	\$ 1,382,344.55	\$ 2,608.50	\$ 8,857.50	\$ 11,466.00	
June-23	8	\$ 1,373,470.45	\$ 2,591.90	\$ 8,874.10	\$ 11,466.00	
July-23	9	\$ 1,364,579.71	\$ 2,575.26	\$ 8,890.74	\$ 11,466.00	
August-23	10	\$ 1,355,672.29	\$ 2,558.59	\$ 8,907.41	\$ 11,466.00	
September-23	11	\$ 1,346,748.18	\$ 2,541.89	\$ 8,924.11	\$ 11,466.00	
October-23	12	\$ 1,337,807.33	\$ 2,525.15	\$ 8,940.85	\$ 11,466.00	
November-23	13	\$ 1,328,849.72	\$ 2,508.39	\$ 8,957.61	\$ 11,466.00	
December-23	14	\$ 1,319,875.31	\$ 2,491.59	\$ 8,974.41	\$ 11,466.00	\$ 137,592.00
January-24	15	\$ 1,310,884.08	\$ 2,474.77	\$ 8,991.23	\$ 11,466.00	
February-24	16	\$ 1,301,875.99	\$ 2,457.91	\$ 9,008.09	\$ 11,466.00	
March-24	17	\$ 1,292,851.01	\$ 2,441.02	\$ 9,024.98	\$ 11,466.00	
April-24	18	\$ 1,283,809.10	\$ 2,424.10	\$ 9,041.90	\$ 11,466.00	
May-24	19	\$ 1,274,750.24	\$ 2,407.14	\$ 9,058.86	\$ 11,466.00	
June-24	20	\$ 1,265,674.40	\$ 2,390.16	\$ 9,075.84	\$ 11,466.00	
July-24	21	\$ 1,256,581.54	\$ 2,373.14	\$ 9,092.86	\$ 11,466.00	
August-24	22	\$ 1,247,471.63	\$ 2,356.09	\$ 9,109.91	\$ 11,466.00	
September-24	23	\$ 1,238,344.64	\$ 2,339.01	\$ 9,126.99	\$ 11,466.00	
October-24	24	\$ 1,229,200.54	\$ 2,321.90	\$ 9,144.10	\$ 11,466.00	
November-24	25	\$ 1,220,039.29	\$ 2,304.75	\$ 9,161.25	\$ 11,466.00	
December-24	26	\$ 1,210,860.86	\$ 2,287.57	\$ 9,178.43	\$ 11,466.00	\$ 137,592.00
January-25	27	\$ 1,201,665.22	\$ 2,270.36	\$ 9,195.64	\$ 11,466.00	
February-25	28	\$ 1,192,452.35	\$ 2,253.12	\$ 9,212.88	\$ 11,466.00	
March-25	29	\$ 1,183,222.20	\$ 2,235.85	\$ 9,230.15	\$ 11,466.00	
April-25	30	\$ 1,173,974.74	\$ 2,218.54	\$ 9,247.46	\$ 11,466.00	
May-25	31	\$ 1,164,709.94	\$ 2,201.20	\$ 9,264.80	\$ 11,466.00	
June-25	32	\$ 1,155,427.77	\$ 2,183.83	\$ 9,282.17	\$ 11,466.00	
July-25	33	\$ 1,146,128.20	\$ 2,166.43	\$ 9,299.57	\$ 11,466.00	
August-25	34	\$ 1,136,811.19	\$ 2,148.99	\$ 9,317.01	\$ 11,466.00	
September-25	35	\$ 1,127,476.71	\$ 2,131.52	\$ 9,334.48	\$ 11,466.00	
October-25	36	\$ 1,118,124.73	\$ 2,114.02	\$ 9,351.98	\$ 11,466.00	
November-25	37	\$ 1,108,755.21	\$ 2,096.48	\$ 9,369.52	\$ 11,466.00	
December-25	38	\$ 1,099,368.13	\$ 2,078.92	\$ 9,387.08	\$ 11,466.00	\$ 137,592.00
January-26	39	\$ 1,089,963.44	\$ 2,061.32	\$ 9,404.68	\$ 11,466.00	
February-26	40	\$ 1,080,541.12	\$ 2,043.68	\$ 9,422.32	\$ 11,466.00	
March-26	41	\$ 1,071,101.14	\$ 2,026.01	\$ 9,439.99	\$ 11,466.00	
April-26	42	\$ 1,061,643.45	\$ 2,008.31	\$ 9,457.69	\$ 11,466.00	
May-26	43	\$ 1,052,168.04	\$ 1,990.58	\$ 9,475.42	\$ 11,466.00	
June-26	44	\$ 1,042,674.85	\$ 1,972.82	\$ 9,493.18	\$ 11,466.00	

		Payment	Balance	Interest	Principal	Monthly Debt Service	Fiscal Year Debt Service
July-26	45	\$	1,033,163.87	\$	1,955.02	\$	11,466.00
August-26	46	\$	1,023,635.05	\$	1,937.18	\$	11,466.00
September-26	47	\$	1,014,088.36	\$	1,919.32	\$	11,466.00
October-26	48	\$	1,004,523.78	\$	1,901.42	\$	11,466.00
November-26	49	\$	994,941.26	\$	1,883.48	\$	11,466.00
December-26	50	\$	985,340.78	\$	1,865.51	\$	11,466.00
January-27	51	\$	975,722.29	\$	1,847.51	\$	11,466.00
February-27	52	\$	966,085.77	\$	1,829.48	\$	11,466.00
March-27	53	\$	956,431.18	\$	1,811.41	\$	11,466.00
April-27	54	\$	946,758.49	\$	1,793.31	\$	11,466.00
May-27	55	\$	937,067.66	\$	1,775.17	\$	11,466.00
June-27	56	\$	927,358.66	\$	1,757.00	\$	11,466.00
July-27	57	\$	917,631.46	\$	1,738.80	\$	11,466.00
August-27	58	\$	907,886.02	\$	1,720.56	\$	11,466.00
September-27	59	\$	898,122.31	\$	1,702.29	\$	11,466.00
October-27	60	\$	888,340.28	\$	1,683.98	\$	11,466.00
November-27	61	\$	878,539.92	\$	1,665.64	\$	11,466.00
December-27	62	\$	868,721.19	\$	1,647.26	\$	11,466.00
January-28	63	\$	858,884.04	\$	1,628.85	\$	11,466.00
February-28	64	\$	849,028.44	\$	1,610.41	\$	11,466.00
March-28	65	\$	839,154.37	\$	1,591.93	\$	11,466.00
April-28	66	\$	829,261.79	\$	1,573.41	\$	11,466.00
May-28	67	\$	819,350.65	\$	1,554.87	\$	11,466.00
June-28	68	\$	809,420.94	\$	1,536.28	\$	11,466.00
July-28	69	\$	799,472.60	\$	1,517.66	\$	11,466.00
August-28	70	\$	789,505.61	\$	1,499.01	\$	11,466.00
September-28	71	\$	779,519.93	\$	1,480.32	\$	11,466.00
October-28	72	\$	769,515.53	\$	1,461.60	\$	11,466.00
November-28	73	\$	759,492.38	\$	1,442.84	\$	11,466.00
December-28	74	\$	749,450.42	\$	1,424.05	\$	11,466.00
January-29	75	\$	739,389.64	\$	1,405.22	\$	11,466.00
February-29	76	\$	729,310.00	\$	1,386.36	\$	11,466.00
March-29	77	\$	719,211.46	\$	1,367.46	\$	11,466.00
April-29	78	\$	709,093.98	\$	1,348.52	\$	11,466.00
May-29	79	\$	698,957.53	\$	1,329.55	\$	11,466.00
June-29	80	\$	688,802.07	\$	1,310.55	\$	11,466.00
July-29	81	\$	678,627.58	\$	1,291.50	\$	11,466.00
August-29	82	\$	668,434.00	\$	1,272.43	\$	11,466.00
September-29	83	\$	658,221.32	\$	1,253.31	\$	11,466.00
October-29	84	\$	647,989.48	\$	1,234.16	\$	11,466.00
November-29	85	\$	637,738.46	\$	1,214.98	\$	11,466.00
December-29	86	\$	627,468.22	\$	1,195.76	\$	11,466.00
January-30	87	\$	617,178.73	\$	1,176.50	\$	11,466.00
February-30	88	\$	606,869.94	\$	1,157.21	\$	11,466.00
March-30	89	\$	596,541.82	\$	1,137.88	\$	11,466.00

						Monthly Debt	Fiscal Year Debt
	Payment	Balance	Interest	Principal		Service	Service
April-30	90	\$ 586,194.33	\$ 1,118.52	\$ 10,347.48	\$ 11,466.00		
May-30	91	\$ 575,827.45	\$ 1,099.11	\$ 10,366.89	\$ 11,466.00		
June-30	92	\$ 565,441.12	\$ 1,079.68	\$ 10,386.32	\$ 11,466.00		
July-30	93	\$ 555,035.33	\$ 1,060.20	\$ 10,405.80	\$ 11,466.00		
August-30	94	\$ 544,610.02	\$ 1,040.69	\$ 10,425.31	\$ 11,466.00		
September-30	95	\$ 534,165.16	\$ 1,021.14	\$ 10,444.86	\$ 11,466.00		
October-30	96	\$ 523,700.72	\$ 1,001.56	\$ 10,464.44	\$ 11,466.00		
November-30	97	\$ 513,216.66	\$ 981.94	\$ 10,484.06	\$ 11,466.00		
December-30	98	\$ 502,712.94	\$ 962.28	\$ 10,503.72	\$ 11,466.00	\$ 137,592.00	
January-31	99	\$ 492,189.53	\$ 942.59	\$ 10,523.41	\$ 11,466.00		
February-31	100	\$ 481,646.38	\$ 922.86	\$ 10,543.14	\$ 11,466.00		
March-31	101	\$ 471,083.47	\$ 903.09	\$ 10,562.91	\$ 11,466.00		
April-31	102	\$ 460,500.75	\$ 883.28	\$ 10,582.72	\$ 11,466.00		
May-31	103	\$ 449,898.19	\$ 863.44	\$ 10,602.56	\$ 11,466.00		
June-31	104	\$ 439,275.75	\$ 843.56	\$ 10,622.44	\$ 11,466.00		
July-31	105	\$ 428,633.39	\$ 823.64	\$ 10,642.36	\$ 11,466.00		
August-31	106	\$ 417,971.08	\$ 803.69	\$ 10,662.31	\$ 11,466.00		
September-31	107	\$ 407,288.77	\$ 783.70	\$ 10,682.30	\$ 11,466.00		
October-31	108	\$ 396,586.44	\$ 763.67	\$ 10,702.33	\$ 11,466.00		
November-31	109	\$ 385,864.04	\$ 743.60	\$ 10,722.40	\$ 11,466.00		
December-31	110	\$ 375,121.54	\$ 723.50	\$ 10,742.50	\$ 11,466.00	\$ 137,592.00	
January-32	111	\$ 364,358.89	\$ 703.35	\$ 10,762.65	\$ 11,466.00		
February-32	112	\$ 353,576.06	\$ 683.17	\$ 10,782.83	\$ 11,466.00		
March-32	113	\$ 342,773.02	\$ 662.96	\$ 10,803.04	\$ 11,466.00		
April-32	114	\$ 331,949.72	\$ 642.70	\$ 10,823.30	\$ 11,466.00		
May-32	115	\$ 321,106.12	\$ 622.41	\$ 10,843.59	\$ 11,466.00		
June-32	116	\$ 310,242.20	\$ 602.07	\$ 10,863.93	\$ 11,466.00		
July-32	117	\$ 299,357.90	\$ 581.70	\$ 10,884.30	\$ 11,466.00		
August-32	118	\$ 288,453.20	\$ 561.30	\$ 10,904.70	\$ 11,466.00		
September-32	119	\$ 277,528.05	\$ 540.85	\$ 10,925.15	\$ 11,466.00		
October-32	120	\$ 266,582.41	\$ 520.37	\$ 10,945.63	\$ 11,466.00		
November-32	121	\$ 255,616.25	\$ 499.84	\$ 10,966.16	\$ 11,466.00		
December-32	122	\$ 244,629.53	\$ 479.28	\$ 10,986.72	\$ 11,466.00	\$ 137,592.00	
January-33	123	\$ 233,622.21	\$ 458.68	\$ 11,007.32	\$ 11,466.00		
February-33	124	\$ 222,594.26	\$ 438.04	\$ 11,027.96	\$ 11,466.00		
March-33	125	\$ 211,545.62	\$ 417.36	\$ 11,048.64	\$ 11,466.00		
April-33	126	\$ 200,476.27	\$ 396.65	\$ 11,069.35	\$ 11,466.00		
May-33	127	\$ 189,386.16	\$ 375.89	\$ 11,090.11	\$ 11,466.00		
June-33	128	\$ 178,275.26	\$ 355.10	\$ 11,110.90	\$ 11,466.00		
July-33	129	\$ 167,143.53	\$ 334.27	\$ 11,131.73	\$ 11,466.00		
August-33	130	\$ 155,990.92	\$ 313.39	\$ 11,152.61	\$ 11,466.00		
September-33	131	\$ 144,817.40	\$ 292.48	\$ 11,173.52	\$ 11,466.00		
October-33	132	\$ 133,622.94	\$ 271.53	\$ 11,194.47	\$ 11,466.00		
November-33	133	\$ 122,407.48	\$ 250.54	\$ 11,215.46	\$ 11,466.00		
December-33	134	\$ 111,170.99	\$ 229.51	\$ 11,236.49	\$ 11,466.00	\$ 137,592.00	

	Payment	Balance	Interest	Principal	Monthly Debt Service	Fiscal Year Debt Service
January-34	135	\$ 99,913.44	\$ 208.45	\$ 11,257.55	\$ 11,466.00	
February-34	136	\$ 88,634.78	\$ 187.34	\$ 11,278.66	\$ 11,466.00	
March-34	137	\$ 77,334.97	\$ 166.19	\$ 11,299.81	\$ 11,466.00	
April-34	138	\$ 66,013.97	\$ 145.00	\$ 11,321.00	\$ 11,466.00	
May-34	139	\$ 54,671.75	\$ 123.78	\$ 11,342.22	\$ 11,466.00	
June-34	140	\$ 43,308.25	\$ 102.51	\$ 11,363.49	\$ 11,466.00	
July-34	141	\$ 31,923.46	\$ 81.20	\$ 11,384.80	\$ 11,466.00	
August-34	142	\$ 20,517.31	\$ 59.86	\$ 11,406.14	\$ 11,466.00	
September-34	143	\$ 9,089.78	\$ 38.47	\$ 11,427.53	\$ 11,466.00	
October-34	144	\$ -	\$ 17.04	\$ 9,089.79	\$ 9,106.83	\$ 112,300.83
			\$ 204,744.83	\$ 1,444,000.00	\$ 1,648,744.83	\$ 1,648,744.83

**CERTIFICATE**

I, the undersigned, Secretary of the Town of Bloomsburg, Columbia County, Pennsylvania (the “**Town**”), certify that: the foregoing Ordinance was enacted by the affirmative vote of a majority of the entire Council at a meeting convened and held according to law on August 8, 2022; said Ordinance was enacted by an aye and nay vote; said Ordinance and the vote thereon has been recorded in the minutes of said meeting; and said Ordinance remains in effect, unaltered and unamended, as of the date of this Certificate.

I further certify that the meeting at which the Council of the Town enacted said Ordinance was a public meeting duly held after giving public notice of the date, time and place of such meeting by posting, publishing and mailing such notice at the time and in the manner required by the Sunshine Act, 65 Pa. C.S. § 701 *et seq.*, as amended.

**IN WITNESS WHEREOF**, I affix my hand and the official seal of the Town, this 8th day of August, 2022.

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Secretary

(SEAL)

**TOWN OF BLOOMSBURG**  
**COLUMBIA COUNTY, PENNSYLVANIA**

**RESOLUTION NO: 08.08.2022.01**

Resolved by the Town of Bloomsburg Town Council of the Town of Bloomsburg Columbia County, Pennsylvania, that

**WHEREAS**, by virtue of Resolution No. 08.08.2022.01, adopted August 8, 2022 the Town of Bloomsburg declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008, and,

**WHEREAS**, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

**NOW, THEREFORE, BE IT RESOLVED** That Town of Bloomsburg Town Council of the Town of Bloomsburg, Columbia County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

Street Resurfacing Documents – 2004 thru 2015  
Phone System Purchase – 1996-2001-2002  
Budget Workshop paperwork – 1982-2018  
New Network Proposals – 2012  
Miscellaneous Admin. Conference info. – 1989-1995  
Zoning Permits – 2007 thru 2010  
Notice of Violations – 2000 thru 2008  
UDAG Agreement – 1985  
Street Excavation Permits – 2007 thru 2015  
Mutual Aid Agreement TOB Police & BU Police – Expired 2005  
SEDA-COG Agreement for Veteran Memorial Plan – Terminated 2009  
Memo of Understanding – Community Dispute Resolution & TOB Police – No longer in effect  
Peer to Peer Assistance Agreement – Expired 2010  
PennDOT Agility Agreement – Expired 1999  
Consulting Agreement for Planning – Expired 2002  
Remit Agreement 2002 – Expired  
Telephonetics Agreement - Expired 2015  
BU Recycling Agreement – Expired 2014  
Bloomsburg Youth Football Agreements – Expired 2018, 2016

Central Westmoreland COG Membership, Purchasing – Expired 2013  
CCIS Agreement – Terminated 2018  
Community Dispute Resolution Working Agreement and Files - Group No longer in existence  
Comp Plan Agreement with PPMG Group – Expired 2001, Contract Fulfilled  
HRG Agreement for Strategic Plan – Expired 2000, contract fulfilled  
2009 K-9 Agreements with Van Loan & Golla for Dog ownership after termination of K-9 Unit  
Kistler Lease of 27 Acres at Streaters – Expired 2008  
Oberrender agreement at Airport – 1987 Expired 2004  
Professional Services Contract Marv Brotter, Zoning Consultant – 2002  
2010-2020 Farmers Market Files

**IN WITNESS THEREOF**, I affix my hand and attach the seal of the Town of Bloomsburg this  
8th day of August, 2022.

Town of Bloomsburg  
Columbia County

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**Justin C. Hummel, Mayor**

**ATTEST:**

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**Lisa Dooley, Town Manager/Secretary**

- SEAL -

Bloomsburg Police Department		
July 2022 Council Report		
	2021	2022
CALLS STATION LOG BOOK	722	702
CALLS 911 CENTER	999	822
ACCIDENTS	14	18
TRAFFIC CITATIONS	126	89
NON-TRAFFIC CITATIOINS	14	11
CRIMINAL ARRESTS	20	17
OFFENSE REPORTS	164	145
PARKING TICKETS	597	381
WARRANTS CONTACTED	72	164
WARRANTS FULFILLED	35	38
<b>DEPARTMENTAL REVENUE</b>		
PARKING TICKETS	\$11,238.00	\$11,523.46
RESIDENTIAL PERMITS	\$158.00	\$412.00
ZONE PERMITS	\$17,987.00	\$38,110.00
METER RENTAL	\$70.00	\$200.00
ACCIDENTS/INCIDENTS/REC CKS	\$190.00	\$220.00
DUMPSTER FEE	\$100.00	\$400.00
STREET CLOSING	\$70.00	\$195.00
BOOT REMOVAL	\$0.00	\$150.00
NON-SUFFICIENT FUND (NSF)	\$0.00	\$0.00
SECOND HAND GOODS	\$0.00	\$0.00
BYOB LICENSE	\$0.00	\$0.00
EVENT PERMIT	\$0.00	\$100.00
ELECTRONIC MEDIA	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$29,813.00</b>	<b>\$51,310.46</b>

 Chief Scott C. Price 

214-2

## Bloomsburg Police Department July 2022 Meter and App Collection

	COLLECTION AREA	2021 METER	2022- METER	2022 PANGO	2022 TOTAL
1	MAIN STREET	\$5,461.89	\$6,106.71	\$1,046.25	\$7,152.96
2	PINE AVE LOT	\$963.21	\$962.25	\$489.50	\$1,451.75
3	TRIANGLE LOT	\$644.21	\$713.43	\$75.25	\$788.68
4	WEST PINE AVE LOT	\$190.60	\$231.70	\$94.75	\$326.45
5	EAST PINE AVE LOT	\$316.42	\$324.60	\$161.75	\$486.35
6	EAST ST	\$697.38	\$399.70	\$21.25	\$420.95
7	LIBRARY LOT	\$201.90	\$195.90	\$35.50	\$231.40
8	E 2ND STREET/ 17815 PANGO	\$89.32	\$85.75	\$396.75	\$482.50
9				\$32.50	\$32.50
	<b>TOTAL</b>	<b>\$8,564.93</b>	<b>\$9,020.04</b>	<b>\$2,353.50</b>	<b>\$11,373.54</b>
	PANGO APP ZONES	2021 PANGO		2022 PANGO	
1	65MKT1	\$47.50		\$167.75	
1	65MAIN	\$340.25		\$534.25	
1	65MKT2	\$9.50		\$47.00	
1	65IRON	\$76.00		\$121.00	
1	65CENTER	\$61.25		\$176.25	
2	65PINE1	\$59.00		\$216.25	
2	65PINE2	\$174.50		\$273.25	
3	65TRI	\$69.50		\$75.25	
4	65WPINE	\$126.00		\$94.75	
5	65EPINE	\$34.50		\$161.75	
6	65EAST	\$32.25		\$21.25	
7	65LIB	\$49.25		\$35.50	
8	17815	\$208.25		\$396.75	
9	65E4TH (No meters)	\$0.50		\$32.50	
	<b>TOTAL PANGO APP ZONES</b>	<b>\$1,288.25</b>		<b>\$2,353.50</b>	
	<b>2021 TOTAL Pango &amp; Meter</b>	<b>\$9,853.18</b>			

Chief Scott C. Price



Bloomsburg Police Department						
July 2022 Officer Report						
Title	Name	Criminal Arrests	Traffic Arrests	Non-Traffic Arrests	Parking Tickets	
Chief	Price	0	0	0	0	
Sgts.	Rogutski	1	12	0	0	
	Carl	0	1	0	11	
	Fosse	4	0	0	0	
Police Officers:						
	Sharrow	1	5	0	0	
	Cromley	3	0	1	1	
	Hill	0	0	0	0	
	Beck	4	0	0	0	
	Auchter	0	6	3	2	
	Szkodny	0	0	0	0	
	Pfeiffer	1	1	1	0	
	Edgar	2	3	1	1	
	Bowman	0	7	1	17	
	Dombrosky	1	1	3	33	
	Reinford	0	1	0	2	
	Thorpe	0	0	1	4	
	Stiver	0	0	0	0	
Parking Enforcement Officers:						
	Buck	0	37	0	310	
	Kubasch	0	15	0	0	
TOTALS:		17	89	11	381	

Chief Scott C. Price



**TOWN OF BLOOMSBURG  
PUBLIC WORKS DEPARTMENT  
MONTHLY REPORT  
JULY 2022**

	JULY			YEAR TO DATE		
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	REGULAR	OT	CEMENT	REGULAR	OT	CEMENT
BEREAVEMENT TIME	\$ -	\$ -	\$ -	\$ 72.63	\$ -	\$ -
HOLIDAY TIME	\$ -	\$ -	\$ -	\$ 2,163.25	\$ -	\$ -
PERSONAL TIME	\$ 148.53	\$ -	\$ -	\$ 2,507.33	\$ -	\$ -
SICK TIME	\$ 591.41	\$ -	\$ -	\$ 12,270.81	\$ -	\$ -
VACATION TIME	\$ 3,737.44	\$ -	\$ -	\$ 13,431.70	\$ -	\$ -
WEEKEND CALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMP TIME	\$ -	\$ -	\$ -	\$ 425.99		
AIRPORT	\$ 1,371.18	\$ -	\$ -	\$ 7,328.76	\$ 318.96	\$ -
DAYCARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARK (MOWING, ETC)	\$ 3,213.08	\$ -	\$ -	\$ 36,400.38	\$ -	\$ 37.60
POLICE STATION	\$ 22.44	\$ -	\$ -	\$ 2,351.81	\$ -	\$ -
POOL	\$ 23.54	\$ -	\$ -	\$ 4,699.68	\$ 554.43	\$ -
RECYCLING	\$ 359.08	\$ -	\$ -	\$ 4,982.11	\$ -	\$ -
TOWN HALL	\$ 91.96	\$ -	\$ -	\$ 1,530.40	\$ 18.09	\$ -
TOWN SHED	\$ 1,829.29	\$ -	\$ -	\$ 20,323.01	\$ 289.44	\$ -
	\$ -	\$ -	\$ -			
BANNERS	\$ 179.54	\$ -	\$ -	\$ 1,044.38	\$ -	\$ -
BARRICADES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHRISTMAS DECORATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CINDERTIP-MOVE FILL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEAN RUNS- FLOOD PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMPOST	\$ 1,817.85	\$ -	\$ -	\$ 13,642.85	\$ -	\$ -
CUT SHOULDER ON RIVER ROAD	\$ -	\$ -	\$ -	\$ 188.28	\$ -	\$ -
FAIR/ FAIR SIGNS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOODS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOWERS - MAIN STREET	\$ 852.82	\$ -	\$ -	\$ 2,681.51	\$ 16.83	\$ -
FOUNTAIN	\$ -	\$ -	\$ -	\$ 1,964.45	\$ -	\$ -
GARBAGE/ GARBAGE CANS	\$ 1,481.21	\$ -	\$ -	\$ 9,250.72	\$ -	\$ -
LEAF PICKUP	\$ -	\$ -	\$ -	\$ 179.54	\$ -	\$ -
LINE PAINTING	\$ 6,015.55	\$ -	\$ -	\$ 9,060.52	\$ -	\$ -
MOW (OTHER THAN PARK)	\$ 1,804.15	\$ -	\$ -	\$ 14,102.69	\$ -	\$ -

ONE CALLS	\$ 23.54	\$ -	\$ -	\$ 823.74	\$ -	\$ -
PARADES	\$ -	\$ -	\$ -	\$ 278.05	\$ -	\$ -
PARKING LOTS (HOPPES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING METERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARTY (RAID)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PATCH/ POTHOLES/ SEAL	\$ 718.16	\$ -	\$ -	\$ 12,651.49	\$ -	\$ -
PAVING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PLANT TREES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RENAISSANCE	\$ -	\$ -	\$ -	\$ -	\$ 975.10	\$ -
SEWER/ SEWER LATERAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIDEWALKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIGNS	\$ 533.66	\$ -	\$ -	\$ 1,275.87	\$ -	\$ -
STORM CLEAN UP	\$ -	\$ -	\$ -	\$ 12,426.99	\$ 9,045.04	\$ -
STORM SEWER/ STORM WATER	\$ 2,123.81	\$ -	\$ -	\$ 5,666.90	\$ -	\$ -
STREET LIGHT	\$ 1,482.73	\$ -	\$ -	\$ 9,587.47	\$ -	\$ -
SUPERVISON	\$ 6,430.28	\$ -	\$ -	\$ 47,419.00	\$ -	\$ -
SWEEPING	\$ 1,728.08	\$ -	\$ -	\$ 11,512.63	\$ -	\$ -
TRAFFIC LIGHTS/ LINES	\$ -	\$ 100.98	\$ -	\$ 47.07	\$ 100.98	\$ -
TREE/ BRUSH/ LIMBS- CUT, CLEAN, TRIM & PICKUP	\$ 67.33	\$ 103.62	\$ -	\$ 25,867.47	\$ 1,684.05	\$ -
VEHICLES	\$ 3,522.51	\$ -	\$ -	\$ 23,804.31	\$ -	\$ -
WEED SPRAYING	\$ 359.08	\$ -	\$ -	\$ 1,301.67	\$ -	\$ -
WINTER MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	<b>\$ 40,528.25</b>	<b>\$ 204.60</b>	<b>\$ -</b>	<b>\$ 313,265.46</b>	<b>\$ 13,002.92</b>	<b>\$ 37.60</b>



# Town of Bloomsburg

## Permit Report

2E-1

07/01/2022 - 07/31/2022

Parcel Address	Permit Date	Permit Type	Project Description	Project Cost	Total Fees	Owner Name
8 E EIGHTH ST	7/27/2022		Garden Shed 8ft x 8ft to store bikes and lawnmower	2,500	\$50.00	HUNT BRANDON C JAMIE M FRY
418-420 W THIRD ST	7/20/2022		Chain link fence	1,500	\$50.00	TRAVELPIECE ALEXANDRIA HUNTER PHILLIPS
199 SUMMIT AVE	7/20/2022		Hair accessories and jewelry sales online only	500	\$50.00	GARVEY LAURIE J
235 PORT NOBLE DR	7/27/2022		12x10 Gazebo	1,200	\$50.00	MUSHALA SILVIA
715 OAK ST	7/13/2022		Convert existing single-family dwelling to (2) family dwelling.	30,000	\$1,334.50	CHATTY CATHY LLC
219 PORT NOBLE DR	7/13/2022		Driveway, Sidewalk, and Patio	12,100	\$50.00	CROSSIN KATHRYN M
301-311 AIRPORT RD	7/27/2022		Replace heat system with propane	92,500	\$1,657.00	MUNICIPAL AIRPORT AUTHORITY TOWN OF BLOOMSBURG
38-40 W MAIN ST	7/6/2022		Opening State Farm Insurance agency and associated signage.	15,000	\$679.50	HUMMEL STEVEN C & DAWN LEE
120-122 W MAIN ST	7/20/2022		Rubber Roof	16,290	\$545.46	DERR DALE A ETAL CHARLES B PURSEL

2E-2

501 EAST ST	7/27/2022		replace dangerous non- conforming steps see attached	2,000	\$334.50	HUSKY DEN HOLDINGS LLC
					\$4,800.96	

Total Records: 10

8/5/2022



## Case Report

10/01/2019 - 07/31/2022

Case #	Assigned To	Owner Name	Main Status	Description	Parcel Address
<b>Group: Citation Issued</b>					
220088	Kyle Bauman	WHITEHAIR ROY ALLAN	Citation Issued	Sidewalk Deviation	274 E TENTH ST
220021	Kyle Bauman	TIMKO JEREMY	Citation Issued	Snow and Ice (citation Issued, Pending adjudication).	492 W FIRST ST
210410	Kyle Bauman	DEMELFI VINCENT J	Citation Issued	Unlicensed rentals (2 citations issued)	239241 W FIRST ST
210385	Kyle Bauman	BARLOW CHERYL & ETAL	Citation Issued	Unlicensed rental (Pending Adjudication_	287 E FIRST ST
210241	Michael Reffeor	BRADY PATRICK JAMES	Citation Issued	Weeds, paint, windows	236238 W RIDGE AVE
210226	Kyle Bauman	ALL ACCESS MONTOUR LLC	Citation Issued	Structure unfit for human occupancy/ Grass and weeds (9 citations issued)	405 MILLVILLE RD
210224	Michael Reffeor	Salguero Jainer Ariel Aldana and Leily Marily Ramos Milla	Citation Issued	Grass and weeds	576 Rear Main Street
210215	Michael Reffeor	PENMAN JANINE	Citation Issued	Siding, weeds, rubbish	161 E FIFTH ST
210214	Michael Reffeor	KALBACH ROSEMARIE	Citation Issued	Garbage	179181 RAILROAD ST
200466	Michael Reffeor	DEMELFI VINCENT J	Citation Issued	(Plan of action completion 6- 1-21	239241 W FIRST ST

2F-2

				deadline) Dilapidated structure (2 citations issued)	
190042	Kyle Bauman	GROHOWSKI TODD	Citation Issued	EXTERIOR CONDITIONS (Additional Citation Issued)	330 LEONARD ST

**Group Total: 11****Group: NOV Issued**

220246	Kyle Bauman	BARLOW CHERYL	NOV Issued	Tree Trimming	526528 W MAIN ST
220245	Gregory Ash	SITLER RYAN K & SUSAN M	NOV Issued	Tall Grass and weeds	759 CHERRY ST
220241	Kyle Bauman	BASILIO JOANNA JUAN ALVAREZ	NOV Issued	Grass & Weeds - NSR	557561 W MAIN ST
220236	Kyle Bauman	VANNATTA MARK R	NOV Issued	Sanitation Concerns	236238 W ANTHONY AVE
220225	Gregory Ash	COOMBS WILLIAM A & AUDREY F C/O A & B LEASING	NOV Issued	Tall Grass and Weeds	255 E SEVENTH ST
220216	Kyle Bauman	Cheryl A King	NOV Issued	Unlicensed Rental	345 W FOURTH ST
220214	Kyle Bauman	WALNUT VALLEY INVESTMENTS LLC	NOV Issued	Unlicensed Rental	345 E FOURTH ST
220209	Michael Reffeor	CENTRAL PA PETROLEUM LLC	NOV Issued	Dilapidated signage	502 W MAIN ST
220208	Kyle Bauman	Michelle M Zeman	NOV Issued	Unlicensed Rental	201 E FIFTH ST
220182	Michael Reffeor	ZHENG QIN FEI	NOV Issued	No rental license	1620 E MAIN ST
220170	Michael Reffeor	VENTURI ENTERPRISE INC	NOV Issued	Weeds and porch	250 W FIRST ST
220146	Gregory Ash	M & K REALTY HOLDINGS LLC	NOV Issued	Safety issue with tree	385 E FIFTH ST
220134	Michael Reffeor	TEENER BARBARA C/O	NOV Issued	Exterior and weeds	430 EAST ST

		THOMAS GORDON			
220129	Gregory Ash	THOMAS PAUL & NAOMA E JR	NOV Issued	Exterior walls	203 W FOURTH ST
220118	Kyle Bauman	ISIS HOLDING LTD	NOV Issued	Accessory Structure, Municipal Waste, Unregistered Vehicle	259265 E SIXTH ST
220103	Michael Reffeor	SUSQUEHANNA RENTALS INC	NOV Issued	multiple maintenance issues	269 W FIRST ST
220090	Kyle Bauman	BLOOM REAL ESTATE LP	NOV Issued	Parking Lot Deviations	
220089	Kyle Bauman	MALIA SHANE P	NOV Issued	Interior conditions	208 W FIRST ST
220086	Michael Reffeor	Fair - COLUMBIA COUNTY H & A MECH ASSOCIATION	NOV Issued	Lack of permit	
220082	Kyle Bauman	FRY LLOYD P & JESSICA L JR	NOV Issued	Municipal Waste	240 E NINTH ST
220059	Kyle Bauman	KESTER ANTOINETTE	NOV Issued	Unsafe Structure	290 W ELEVENTH ST
220049	Michael Reffeor	HOWELL D RANDY & TINA M	NOV Issued	Unfit conditions	550 MILLVILLE RD
220048	Kyle Bauman	VERSTRAETEN FRANS A & CHERYL	NOV Issued	Sidewalks	5759 E MAIN ST
220032	Michael Reffeor	WATSON WILLIAM E	NOV Issued	Unsafe Structure	159 W FOURTH ST
210430	Kyle Bauman	MELODY REALITY LLC - Shing Yeung	NOV Issued	Sidewalk Repairs	238 IRON ST
210419	Michael Reffeor	WANDELL RENEE L	NOV Issued	Unsafe building	218220 E TENTH ST
210392	Michael Reffeor	MUELLER KENNETH A	NOV Issued	(Action plan in progress) Dilapidated structure	540542 JEFFERSON ST
210391	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	Unfit for human occupancy	222230 BLACKBERRY AVE
210347	Michael	MAUSTELLER	NOV Issued	No rental	222230

2F-4

	Reffeor	RANDALL J		license	BLACKBERRY AVE
210269	Michael Reffeor	Sugar Bowl Way LLC	NOV Issued	Unsafe structure	116 IRON ST
210223	Kyle Bauman	IVY LEA PROPERTIES LLC	NOV Issued	Roof Damage & Weeds (Citations Issued)	516518 OLD BERWICK RD
210168	Michael Reffeor	STAHL CHARLES B & ARLENE BRANDON T STAHL	NOV Issued	Ordinance violation: Excessive number of cats (10+) with unsanitary conditions. Strong odor of cat urine evident from outside of the structure.	428 W NINTH ST
210167	Michael Reffeor	STAHL CHARLES B & ARLENE BRANDON T STAHL	NOV Issued	IPMC violation: Excessive number of cats (10+) with unsanitary conditions. Strong odor of cat urine evident from outside of the structure.	428 W NINTH ST
200486	Ken Roberts	SNYDER ELIZABETH A RENN W SNYDER	NOV Issued	Dilapidated structure	531 CATHERINE ST
200122	Michael Reffeor	SNYDER JASON D	NOV Issued	Structure unfit for human occupancy	254 E EIGHTH ST
190049	Kyle Bauman	FEATHERMAN BRADLEY & CHRISTINE	NOV Issued	Exterior Conditions (ON HOLD. WAITING ON HOME GRANT APPROVAL)	571 W THIRD ST

Group Total: 36

Group: Open

2F-5

220249	Kyle Bauman	LAFATA GIUSEPPE & EDITH A	Open	Poison Shumack	1820 W THIRD ST
220244	Kyle Bauman	BLOOM PROPERTIES INC	Open	Exterior Rubbish	775 MAPLE ST
220243	Kyle Bauman	MALIA SHANE P	Open	staircase in disrepair	208 W FIRST ST
220242	Kyle Bauman	HERCZKU JOAN MARIE	Open	Grass and Exterior conditions	917 IRON ST
220239	Kyle Bauman	SHAFFER LESLIE W	Open	Unlicensed School Bus	712 POPLAR ST
220229	Gregory Ash	CARL JIMMY L & SARAH M	Open	Tall Grass and weeds	215 MILLVILLE RD
220227	Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Open	Unfit for occupancy	217 SUMMIT AVE
220226	Michael Reffeor	KRANIG RUTH C	Open	Potential hazards	516 FORT MCCLURE BLVD
220224	Gregory Ash	HERTZOG BRIAN	Open	Unlicensed Rental	61 E THIRD ST
220201	Gregory Ash	SINGLEY MATTHEW	Open	Tall Grass and Weeds, Soffit/facia repair	66 LINCOLN AVE
220199	Kyle Bauman	BEAGLE MATTHEW E & ETAL TRUSTEES C/O DALE BEAGLE	Open	Sidewalk Deviation	404 MARKET ST
220198	Gregory Ash	YOUNG CRAIG	Open	Sidewalk Deviation	335 JEFFERSON ST
220195	Gregory Ash	PROPERTY MAX LLC	Open	Sidewalk Deviation	255 E TENTH ST
220194	Gregory Ash	LEVAN BRYAN T & SUSAN L	Open	Sidewalk Deviation	1001 CATHERINE ST
220193	Gregory Ash	LEVAN BRYAN T & SUSAN L	Open	Sidewalk Deviation	1003 CATHERINE ST
220192	Gregory Ash	MARTARANO	Open	Sidewalk	

2F-6

		JOSEPH A & SHEREE U		Deviation	
220191	Gregory Ash	SNYDER BRANDON M	Open	Sidewalk Deviation	1005 CATHERINE ST
220190	Gregory Ash	MARTARANO JOSEPH A & SHEREE U	Open	Sidewalk Deviation	266 E TENTH ST
220189	Gregory Ash	DAVIS KEITH E	Open	Sidewalk Deviation	250 E TENTH ST
220188	Gregory Ash	CHRISTIE ALFRED DOUGLAS JR	Open	Sidewalk Deviation	244 E TENTH ST
220187	Gregory Ash	STETLER RICHARD E & ANGELA M	Open	Sidewalk Deviation	222 E TENTH ST
220186	Gregory Ash	THOMAS PAUL L III	Open	Sidewalk Deviation	204 E TENTH ST
220185	Gregory Ash	DROGAN ROBERT J & ROBIN R	Open	Sidewalk Deviation	202 E TENTH ST
220181	Michael Reffeor	CAN U XCAPE LLC	Open	Zoning violation	204 W MAIN ST
220172	Michael Reffeor	NANCY AND RAYMOND CHULOCK	Open	Electrical hazard	130 E TENTH ST
220156	Gregory Ash	BLOOMSBURG ALTERNATIVE POWER COMPANY LLC	Open	Shade tree	341 E SECOND ST
210271	Michael Reffeor	KBK MANAGEMENT LLC	Open	Unsafe structure	125 W MAIN ST
210270	Michael Reffeor	KBK MANAGEMENT LLC	Open	Unsafe structure	117 W MAIN ST
210208		ROOT CLARENCE E II	Open		328 E FOURTH ST
200510	Kyle Bauman	LEE CHESTER A	Open	Exterior Conditions in disrepair.	136 E THIRD ST

Group Total: 30

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Total Records: 77

8/5/2022

# BLOOMSBURG RECYCLING CENTER MONTHLY REPORT

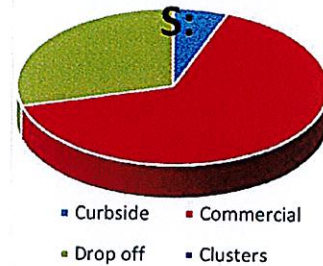
## 2022

26

<u>SHIPMENTS:</u>	2022 YTD	2021 YTD	JUL
Clear Glass	95260	99990	22440
Brown Glass	45315	44600	11055
Green Glass	33220	28945	10740
Mixed Glass	98560	136190	32920
Steel Cans	83925	88030	0
Aluminum Cans	29555	19545	0
Cardboard	1247585	1075960	174605
Newspaper	87535	127620	0
Mixed Paper	1250880	6030330	166595
Office Paper	84125	43125	41300
Hardcover Books	43535	86600	0
PET #1	42470	87910	0
HDPE-natural	0	0	0
HDPE-colored	0	0	0
PET/HDPE	87180	87460	0
Misc. Plastics	123915	169655	0

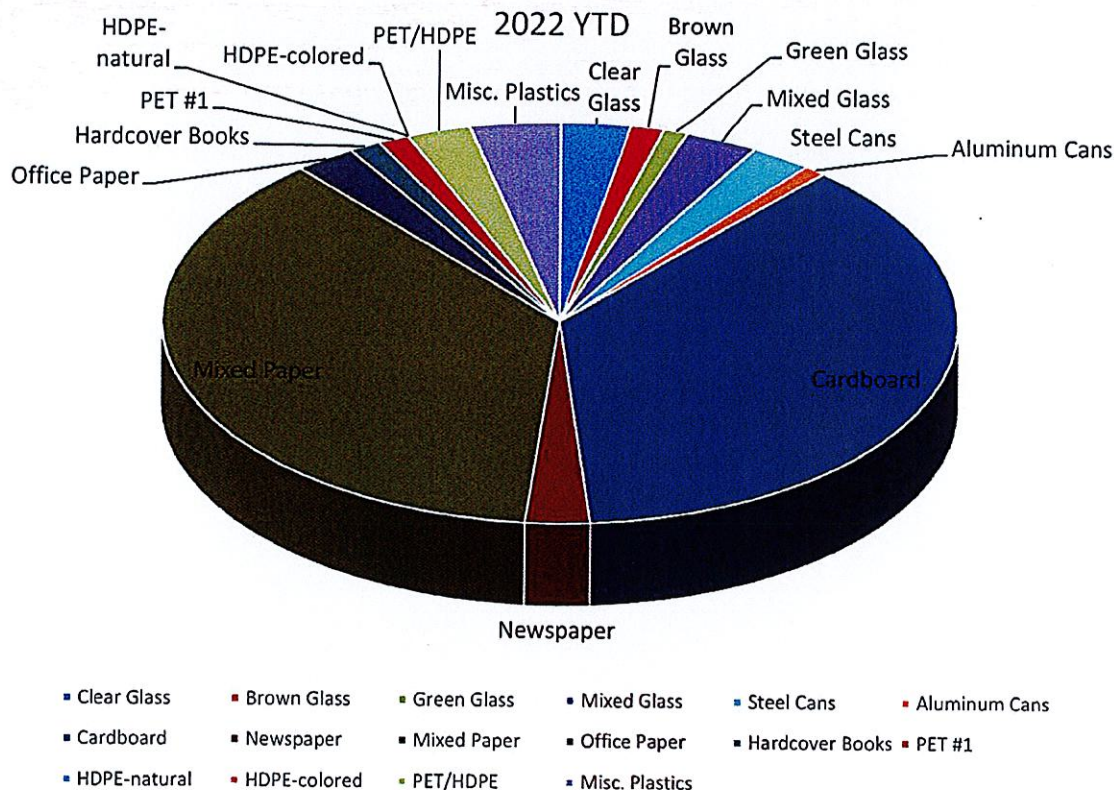
<u>COLLECTIONS:</u>	
Curbside	13.73
Commercial	157.27
Drop off	70.93
Clusters	0.23

### COLLECTION



TOTAL POUNDS	3353060	2725970	459655
TOTAL TONNAGE	1676.53	1362.99	229.83

### BLOOMSBURG RECYCLING CENTER SHIPMENT SUMMARY



2022 July Airport Summary

21

		Inches	Gallons	Clock Gauge	Stick Gauge	
A	30-Jun-22	54.5	2,937.60	X		
	31-Jul-22	29	-1,277.20			
B			1,660.40	X		
C	Local Fuel Sold	1,364.30				
	Transient Fuel Sold	289.70				
	<b>Total Gallons Sold</b>	<b>1,654.00</b>	<b>matches July Fuel Invoicing</b>			
D	Courtesy Car	1	Rose Marie's			
	Gallons Avgas purchased	<b>33</b>				
				<b>Operations</b>		
E	<b>July Flight Activity</b>	Logged, not related to fuel		46		
	Many are night ops	Military	Helicopters	10		
		Helicopters		10		
		Training		400		
		Training		760		
		From Fuel Log T		10		
		From Fuel Log L		30		
			Subtotal			
F	Anticipated # of operations missed in 1 month			60		
			Subtotal	<b>1326</b>		
G	<b>Columbia Aircraft Services</b>			<b>10</b>		
	There are likely more for CAS in this category					
			Total	<b>1336</b>	Operations	
H	<b>Conference Rm:</b>	Legacy 360	CK 2865	50.00		
I		Legacy 360	Ck 2866	50.00		
				<b>100.00</b>		
J	Landing Fee PC 12	\$0.00				
K	Events	\$0.00				

*[Handwritten signature]*

**BILLS TO BE ACKNOWLEDGED**

August 3, 2022

## GENERAL FUND:

Administration	\$	41,523.43
Town Buildings	\$	1,316.28
Police Protection	\$	70,635.56
Code Enforcement & Zoning	\$	41,601.19
Emergency Management	\$	25.14
Public Works	\$	21,882.16
Airport	\$	4,518.14
Town Park	\$	3,784.61
Total	\$	185,286.51

STREET LIGHTING FUND \$ 3,104.10

FIRE FUND \$ 5,083.68

RECYCLING FUND \$ 15,572.93

POOL FUND \$ 5,094.31

LIQUID FUELS FUND \$ 2,469.29

AIRPORT \$ 73,500.00

CDBG ENTITLEMENT FUND \$ 49,210.00

CDBG DR \$ 13,401.55

JULY PAYROLL \$ 219,370.93

TOTAL BILLS TO BE APPROVED \$ 572,093.30

USDA Rural Placemaking Innovation Challenge  
FY2022 Cooperative Agreement  
Bob Morgan, State Director  
359 East Park Drive, Suite 4  
Harrisburg, PA 17111-2747

August 2, 2022

Dear Bob Morgan,

The Town of Bloomsburg Council is hereby committed to the required 15% local match (\$37,500) regarding the USDA Rural Placemaking Innovation Challenge Fiscal Year 2022 grant. The Town strives to create a more vibrant downtown and is committed to these efforts. We look forward to this rural planning opportunity for the Town of Bloomsburg and the future partnerships with key organizations to make a vision a reality.

Sincerely,

Justin C. Hummel,  
Mayor

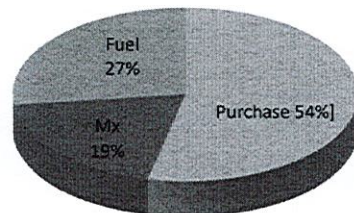
3C

## Town of Bloomsburg- Fleet Planning Analysis

Current Fleet	29	Fleet Growth	0.00%	Proposed Fleet	29
Current Cycle	11.60	Annual Miles	5,900	Proposed Cycle	4.10
Current Maint.	\$125	Insurance		Proposed Maint.	\$50.82
Current MPG	12.0	Proposed MPG	14.0	Price/Gallon	\$4.25

Fleet Mix							Fleet Cost				Annual	
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease	Resale of Owned Vehicles	Capitalized vehicle budget	Maintenance	Fuel	Fleet Budget	Net Cash
Current	29	2.5	29	0	\$119,864	\$0	0		\$43,500	\$60,598	\$223,962	0
2023	29	6	23	6	0	\$100,202	76,775	\$23,427	\$38,259	\$58,090	\$119,776	\$104,186
2024	29	6	18	11	0	\$114,147	68,043	\$46,104	\$33,708	\$56,001	\$135,813	\$88,149
2025	29	4	16	13	0	\$139,749	39,183	\$100,566	\$31,928	\$55,165	\$187,659	\$36,303
2026	29	5	12	17	0	\$182,278	136,720	\$45,558	\$28,367	\$53,493	\$127,418	\$96,544
2027	29	16	0	29	0	\$311,381	243,125	\$68,256	\$17,685	\$48,478	\$134,419	\$89,543
2028	29	9	0	29	0	\$311,381	165,542	\$145,839	\$17,685	\$48,478	\$212,002	\$11,960
2029	29	12	0	29	0	\$311,381	77,773	\$233,608	\$17,685	\$48,478	\$299,771	-\$75,809
2030	29	6	0	29	0	\$311,381	127,360	\$184,021	\$17,685	\$48,478	\$250,184	-\$26,222
2031	29	10	0	29	0	\$311,381	256,629	\$54,752	\$17,685	\$48,478	\$120,915	\$103,047
2032	29	14	0	29	0	\$311,381	170,448	\$140,933	\$17,685	\$48,478	\$207,096	\$16,866
10 Year Savings											\$444,567	
Avg. Sustainable Savings (2032 & Beyond)											\$5,968	

Current Cost Allocation



### KEY OBJECTIVES

#### Lower average age of the fleet

41% of the current light and medium duty fleet is over 10 years old  
Resale of the aging fleet is significantly reduced

#### Reduce operating costs

Newer vehicles have a significantly lower maintenance expense  
Newer vehicles have increased fuel efficiency with new technology implementations

#### Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets  
Currently vehicle budget is underfunded

3G-1



Line#: 389469

**TO:** Lisa Dooley, Town Manager/ Secretary/  
Treasurer  
[ldooley@bloomsburgpa.org](mailto:ldooley@bloomsburgpa.org) **FROM:** Jamie Mowrey, Client Care  
[JMowrey@generalcode.com](mailto:JMowrey@generalcode.com)  
**CLIENT:** Town of Bloomsburg, PA **RE:** Supplement No. 39 Estimate  
(BL2204)

Dear Lisa,

Thank you for the opportunity to provide an estimate for your current supplementation project. Please review the information below, and then click the appropriate button in the email to indicate if you authorize us to Proceed Now with the supplement or if you would prefer to Wait to Proceed.

Source Files:

We have reviewed 5 pieces of legislation for an update to the Town Code.

Ordinance No. 1028 does not need to be codified.

For a detailed listing of the included legislation, refer to the Appendix at the end of this estimate.

Supplementation:

General Code will codify and supplement the legislation listed above which includes but is not limited to:

- Analysis of the new legislation and proper placement in the Code
- Removal of repealed or superseded provisions
- Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories, Tables, Charts, and other items as necessary
- Review of statutory citations regarding the new legislation
- Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- Insertion of cross reference and editor's notes, as appropriate
- Creation of instruction page for removing and inserting revised Code pages
- Printing of up to 1 set of supplemental pages
- Update to eCode360

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Town of Bloomsburg, PA  
Page 2

Line#: 389469

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Price:

Between \$2,030.00 and \$2,630.00, which includes shipping and handling.

The final invoice will follow completion of the supplement.

- Any missing legislation received may result in additional costs.
- Any newly adopted legislation received after authorization for this supplement will be held until the next supplement, unless otherwise noted.

Payment Terms:

Available upon request

Authorization:

To authorize the supplement as outlined above, please use the PROCEED NOW button in the original email containing this estimate. This order is subject to General Code's Codification Terms and Conditions, which are available at <https://www.generalcode.com/terms-and-conditions-documents/>.

If you have any questions please feel free to contact me. Otherwise, please respond in our original email as to how you would like us to proceed.

Jamie Mowrey, Client Care  
[JMowrey@generalcode.com](mailto:JMowrey@generalcode.com)

3G-3

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Appendix

Legislation to be included in the code

Legislation Name	Adoption Date
Ordinance No. 1025	06/14/2021
Ordinance No. 1026	08/23/2021
Ordinance No. 1027	09/13/2021
Ordinance No. 1029	01/03/2022
Ordinance No. 1030	03/03/2022

Legislation that does not need to be codified

Legislation Name	Adoption Date
Ordinance No. 1028	12/13/2021

4B

Hi Lisa – Drew and I talked and it probably makes sense to do this through our General Engineer Agreement at the established rate schedule. Below is rough scope and estimated fee for consideration.

#### Scope of Work

- Sidewalk, Curb Ramp, & Roadway Restoration Design for the following:
  - o Railroad Street – West Side approximately 25' on either side of tracks
  - o Iron Street – Both Sides from end of sidewalk (+/- 30') on south side of Tracks to 6<sup>th</sup> Street
  - o Catherine Street – Both Sides from end of sidewalk (+/- 30') on south side of Tracks to 6<sup>th</sup> Street
- Coordination with Railroad

#### Assumptions

- Railroad will provide survey adequate for design

#### Estimated Fee

- \$6,000 to \$8,000

#### Estimate Construction Cost (Sidewalk, Curb, Ramps, Roadway Restoration Only)

- \$75,000 To \$100,000 (Paid By PennDOT/Railroad Grant)

Thanks,  
Jesse

40

**Lisa Dooley**

---

**From:** John Berger  
**Sent:** Sunday, July 31, 2022 5:33 PM  
**To:** Lisa Dooley  
**Subject:** field

Hello Lisa,

This is John Berger from the Farm in Bloom. I recently spoke with Mayor Hummel, and he said I should email you. I would like to rent the field next to my property on Fort McClure Blvd for August 13th. I did this last year for Fear at the Farm in October and would like to do the same for our Farmfest this year. Mayor Hummel said I should ask this to be a topic of discussion at the Admin Finance meeting on Wednesday morning.

Thank you for your time,  
John Berger

## CHANGE ORDER NO.: 1

Owner: Town of Bloomsburg Owner's Project No.: 1004-26  
 Engineer: LIVIC Civil, LLC Engineer's Project No.: 1004-26  
 Contractor: Don E. Bower, Inc Contractor's Project No.:  
 Project: Recycling Center  
 Contract Name: Recycling Center and Town Park Village  
 Date Issued: 8/03/2022 Effective Date of Change Order: 8/03/2022

The Contract is modified as follows upon execution of this Change Order:

## Description:

**Additional clearing and grubbing of existing channel. Installation of conduit for future electronic gate.**

## Attachments:

Don E. Bower, Inc cost justification

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 130,267.00	Substantial Completion: July 22 <sup>nd</sup> / Sep 15 <sup>th</sup> , 2022
	Ready for final payment: Aug 15 <sup>th</sup> / Sep 15 <sup>th</sup> , 2022
No previously approved Change Orders:	No previously approved Change Orders:
\$ 0.00	Substantial Completion: _____
	Ready for final payment: _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 130,267.00	Substantial Completion: _____
	Ready for final payment: _____
Increase this Change Order:	Change This Change Order:
\$ 10,953.80	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 141,220.80	Substantial Completion: N/A
	Ready for final payment: N/A

Recommended by Engineer (if required)

Authorized by Owner

By: \_\_\_\_\_  
 Title: Construction Manager  
 Date: 8/3/2022

Authorized by Contractor  
 By: \_\_\_\_\_  
 Title: PRESIDENT  
 Date: 08/03/2022

Approved by Funding Agency (if applicable)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EJCDC® C-941, Change Order.

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40-2

ASPHALT PAVING & EXCAVATING

## DON E. BOWER, INC.

"FOR A JOB WELL DONE"

1206 SALEM BLVD.  
BERWICK, PA 18603

PHONE: (570) 759-1362  
FAX: (570) 759-2412

Monday, July 25, 2022

Mr. Andrew J. Barton, PE  
LIVIC Civil  
29 East Main Street  
Bloomsburg, PA 17815  
Ph: (570) 560-2876  
Email: [abarton@livicco.com](mailto:abarton@livicco.com)

Re: Project 1004-26, Recycling Center & Town Park Village  
Stormwater Improvements  
Town of Bloomsburg, Columbia County, Pennsylvania

Dear Andrew:

Per the acknowledgement of John Fritz, our crews extended the cleaning of the existing swale an additional 120 LF south of Station 0+00 to the existing headwall to ensure flow of stormwater throughout the length of the re-designed swale and prevent standing water.

For all supervision, labor, equipment and materials to clear & grub, excavate & grade and restore the swale with seed and mulch, please review and accept our request for change order in the lump sum amount of Three Thousand Dollars (\$3,000.00), derived as follows:

1. Labor =	\$1,704.73
2. Equipment =	\$1,057.54
3. Materials =	<u>\$237.73</u>
Total =	\$3,000.00

In the event that you should have any questions or would like to discuss this request, please do not hesitate to contact myself at our offices.

Thank you.

Respectfully yours,

*Don E. Bower, Inc.*



Eric D. Haines  
Senior Estimator/Project Manager

4E-1

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO: TOWN OF BLOOMSBURG  
301 E. SECOND STREET  
BLOOMSBURG, PA 17815

VIA: LIVIC CIVIL  
29 E. MAIN STREET  
BLOOMSBURG, PA 17815

Estimate: 1

Period To: 2-Aug-22

FROM: DON E. BOWER, INC.  
1206 SALEM BLVD.  
BERWICK, PA 18603  
Job: 22C025

CONTRACT FOR: 2022 STORMWATER PROJECTS RECYCLING CENTER / TOWN PARK VILLAGE

Item #	Description	U/M	Contract			** Material	Units			Amount			%	\$
			Units	Unit \$	Total		Current	Previous	Total	Current	Previous	Total	Complete	Remaining
	RECYCLING CENTER				\$0.00		-		-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
0608-0001-001	MOBILIZATION	LS	1	\$3,194.30	\$3,194.30		1.00		1.00	\$3,194.30	\$0.00	\$3,194.30	100.00%	\$0.00
0201-0001	CLEARING & GRUBBING	LS	1	\$5,205.15	\$5,205.15		1.00		1.00	\$5,205.15	\$0.00	\$5,205.15	100.00%	\$0.00
9800-0001-001	EROSION & SEDIMENT CONTROL	LS	1	\$10,756.50	\$10,756.50		1.00		1.00	\$10,756.50	\$0.00	\$10,756.50	100.00%	\$0.00
0601-0361	48" THERMOPLASTIC PIPE	LF	144	\$231.10	\$33,278.40		144.00		144.00	\$33,278.40	\$0.00	\$33,278.40	100.00%	\$0.00
0850-0001	ROCK LINING - R5 RIP RAP	SY	75	\$57.65	\$4,323.75		75.00		75.00	\$4,323.75	\$0.00	\$4,323.75	100.00%	\$0.00
0851-0003-001	ROCK APRON, R5 RIP RAP	SY	38	\$54.50	\$2,071.00		38.00		38.00	\$2,071.00	\$0.00	\$2,071.00	100.00%	\$0.00
0849-0010-001	ROCK CONSTRUCTION ENTRANCE	EACH	1	\$1,924.90	\$1,924.90		1.00		1.00	\$1,924.90	\$0.00	\$1,924.90	100.00%	\$0.00
0867-0018-001	COMPOST FILTER SOCK - 18" DIA.	LF	177	\$14.00	\$2,478.00		177.00		177.00	\$2,478.00	\$0.00	\$2,478.00	100.00%	\$0.00
9000-0003	ROCK FILTER CHECK DAM	EACH	4	\$1,313.25	\$5,253.00		4.00		4.00	\$5,253.00	\$0.00	\$5,253.00	100.00%	\$0.00
0350-0106-001	SUBBASE, 6" DEPTH	SY	280	\$11.60	\$3,248.00		280.00		280.00	\$3,248.00	\$0.00	\$3,248.00	100.00%	\$0.00
					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
	TOWN PARK VILLAGE				\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
0608-0001-002	MOBILIZATION	LS	1	\$3,672.80	\$3,672.80				-	\$0.00	\$0.00	\$0.00	0.00%	(\$3,672.80)
9203-0001	CONSTRUCTION OF BASIN	LS	1	\$14,985.00	\$14,985.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$14,985.00)
9800-0001-002	EROSION & SEDIMENT CONTROL	LS	1	\$1,881.00	\$1,881.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,881.00)
0601-0312	15" THERMOPLASTIC PIPE	LF	25	\$73.10	\$1,827.50				-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,827.50)
0616-1258	THERMOPLASTIC END SECTION FOR 15" PIPE	EACH	1	\$255.00	\$255.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$255.00)
0851-0003-002	ROCK APRON, R4 RIP RAP	SY	19	\$50.55	\$960.45				-	\$0.00	\$0.00	\$0.00	0.00%	(\$960.45)
0849-0010-002	ROCK CONSTRUCTION ENTRANCE	EACH	1	\$2,285.85	\$2,285.85				-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,285.85)
0867-0016	COMPOST FILTER SOCK - 12" DIA.	LF	195	\$10.15	\$1,979.25				-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,979.25)
0867-0018-002	COMPOST FILTER SOCK-18" DIA.	LF	71	\$22.05	\$1,565.55				-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,565.55)
0867-0020	COMPOST FILTER SOCK-24" DIA.	LF	22	\$28.40	\$624.80				-	\$0.00	\$0.00	\$0.00	0.00%	(\$624.80)
0610-7002	6" PVC	LF	306	\$49.95	\$15,284.70				-	\$0.00	\$0.00	\$0.00	0.00%	(\$15,284.70)

4E-2

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO: TOWN OF BLOOMSBURG 301 E. SECOND STREET BLOOMSBURG, PA 17815	VIA: LIVIC CIVIL 29 E. MAIN STREET BLOOMSBURG, PA 17815	Estimate: 1  Period To: 2-Aug-22
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FROM: DON E. BOWER, INC.  
1206 SALEM BLVD.  
BERWICK, PA 18603  
Job: 22C025

CONTRACT FOR: 2022 STORMWATER PROJECTS RECYCLING CENTER / TOWN PARK VILLAGE

Item #	Description	U/M	Contract			**	Units				Amount			%	\$	
			Units	Unit \$	Total	Material	Current	Previous	Total	Current	Previous	Total	Complete	Remaining		
0610-7001	4" SOLID PVC	LF	139	\$45.65	\$6,345.35				-	\$0.00	\$0.00	\$0.00	0.00%	(\$6,345.35)		
9605-1000	12" NDS CATCH BASIN	EACH	1	\$1,896.85	\$1,896.85				-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,896.85)		
9676-1000	4" CEMENT CONCRETE SIDEWALK W/CURB	SY	2	\$1,532.95	\$3,065.90				-	\$0.00	\$0.00	\$0.00	0.00%	(\$3,065.90)		
0350-0106-002	SUBBASE, 6" DEPTH	SY	5	\$380.80	\$1,904.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,904.00)		
					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00		
					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00		
					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00		
CO#1					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00		
CO #2					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00		
CO #3					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00		
Original Contract Amt.:					\$130,267.00						\$71,733.00	\$0.00	\$71,733.00	55.07%	(\$58,534.00)	
Change Orders to Date:					\$0.00						Retainage 10.00% (\$7,173.30)	\$0.00	(\$7,173.30)			
Contract To Date:					\$130,267.00						Current Payment Due:	\$64,559.70	\$0.00	\$64,559.70		



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## APPLICATION AND CERTIFICATE FOR PAYMENT

TO: TOWN OF BLOOMSBURG      VIA: MCTISH, KUNKLE & ASSOCIATES      Estimate: 1  
 301 E. SECOND STREET      1500 SYCAMORE ROAD, SUITE 320  
 BLOOMSBURG, PA 17815      MONTGOMERY, PA 17754      Period To: 6-Aug-22

FROM: DON E. BOWER, INC.  
 1206 SALEM BLVD.  
 BERWICK, PA 18603

Job: 22C029

CONTRACT FOR: TOWN PARK WALKING TRAIL PROJECT

Item #	Description	U/M	Contract			**	Units			Amount			%	\$
			Units	Unit \$	Total		Current	Previous	Total	Current	Previous	Total	Complete	Remaining
0608-0001	MOBILIZATION	LS	1	\$13,704.15	\$13,704.15		0.12		0.12	\$1,625.00	\$0.00	\$1,625.00	11.86%	(\$12,079.15)
0901-0001	MPT	LS	1	\$910.65	\$910.65		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$910.65)
0630-0001	PLAIN CEMENT CONCRETE CURB	LF	15	\$139.55	\$2,093.25		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,093.25)
0676-0001	CONCRETE SIDEWALK	SY	590	\$104.00	\$61,360.00		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$61,360.00)
					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
CO #1					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
CO #2					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
CO #3					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
					Original Contract Amt.: \$78,068.05					\$1,625.00	\$0.00	\$1,625.00	2.08%	(\$76,443.05)
					Change Orders to Date: \$0.00					(\$162.50)	\$0.00	(\$162.50)		
					Contract To Date: \$78,068.05					Current Payment Due: \$1,462.50	\$0.00	\$1,462.50		

\*\* The QTY's in this column represent the approximate value of material delivered to the site and not yet installed.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Don E. Bower, Inc.

By: [Signature] Date: 8-1-22

### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED**.

State of Pennsylvania, County of Luzerne  
 Subscribed and sworn to before me this 1<sup>st</sup> Day of August, 2022  
 Notary Public: [Signature]

My Commission Expires: OCT 24, 2025

Commonwealth of Pennsylvania - Notary Seal  
 June L. Mensinger, Notary Public  
 Luzerne County  
 My commission expires October 24, 2025  
 Commission number 1322304  
 Member, Pennsylvania Association of Notaries

AMOUNT CERTIFIED: \$1,462.50  
 (Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: MCTISH, KUNKLE & ASSOCIATES  
 Digitally signed by Andrew D. Keister  
 DN: cn=Andrew D. Keister, o=Mctish, Kunkle & Associates, ou, email=akeister@mctish.com, c=US  
 Date: 2022.08.01 09:15:50 -0400  
 BY: Andrew D. Keister

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

44-1

## APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO:</b> TOWN OF BLOOMSBURG 301 E. SECOND STREET BLOOMSBURG, PA 17815	<b>VIA:</b> MCTISH, KUNKLE & ASSOCIATES 1500 SYCAMORE ROAD, SUITE 320 MONTGOMERY, PA 17754	<b>Estimate:</b> 2  <b>Period To:</b> 6-Aug-22
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**FROM:** DON E. BOWER, INC.  
 1206 SALEM BLVD.  
 BERWICK, PA 18603

**Job:** 22C021

**CONTRACT FOR:** TOWN PARK RESTORATION IMPROVEMENTS

Item #	Description	U/M	Contract			Material	Units			Amount			%	\$
			Units	Unit \$	Total		Current	Previous	Total	Current	Previous	Total	Complete	Remaining
0608-0001	MOBILIZATION	LS	1	\$56,763.35	\$56,763.35		0.10	0.50	0.60	\$5,676.16	\$28,381.68	\$34,057.84	60.00%	(\$22,705.51)
0901-0001	MPT	LS	1	\$9,000.00	\$9,000.00		0.25	-	0.25	\$2,250.00	\$0.00	\$2,250.00	25.00%	(\$6,750.00)
0201-0001-001	CLEARING & GRUBBING	AC	8	\$1,292.70	\$10,341.60		8.00	-	8.00	\$10,341.60	\$0.00	\$10,341.60	100.00%	\$0.00
0849-0010	ROCK CONSTRUCTION ENTRANCE	EA	1	\$2,500.00	\$2,500.00		1.00	-	1.00	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00
0867-0012	12" SILT SOCK	LF	1572	\$6.10	\$9,589.20		675.00	-	675.00	\$4,117.50	\$0.00	\$4,117.50	42.94%	(\$5,471.70)
0860-0000	FILTER BAG INLET PROTECTION	EACH	10	\$76.70	\$767.00		2.00	-	2.00	\$153.40	\$0.00	\$153.40	20.00%	(\$613.60)
0806-0130	ECB (3:1) SLOPE (EXCEL SS-2)	SY	2741	\$3.10	\$8,497.10		-	-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$8,497.10)
0201-0001-002	SELECTIVE TREE AND STUMP REMOVAL	EACH	3	\$1,458.60	\$4,375.80		3.00	-	3.00	\$4,375.80	\$0.00	\$4,375.80	100.00%	\$0.00
0203-0004	DEMOLITION OF EXISTING PAVEMENT	SY	723	\$6.00	\$4,338.00		-	-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$4,338.00)
0805-0002-001	RIPRAP APRON	EACH	4	\$651.90	\$2,607.60		4.00	-	4.00	\$2,607.60	\$0.00	\$2,607.60	100.00%	\$0.00
0616-9999	PLASTIC FLARED END SECTION	EACH	2	\$345.40	\$690.80	1.19	-	-	1.19	\$410.00	\$0.00	\$410.00	59.35%	(\$280.80)
0605-2850	TYPE M INLET (RISERS & CONVEYANCE INLETS)	EACH	13	\$3,378.20	\$43,916.60	-	2.00	6.50	8.50	\$6,756.40	\$21,958.30	\$28,714.70	65.38%	(\$15,201.90)
0610-7002-001	6" PERFORATED DRAIN PIPE WITH STONE TRENCH	LF	207	\$25.75	\$5,330.25	-	-	25.00	25.00	\$0.00	\$643.75	\$643.75	12.08%	(\$4,686.50)
0601-9999-001	15" PERFORATED DRAIN PIPE WITH STONE TRENCH	LF	293	\$44.05	\$12,906.65	-	-	83.00	83.00	\$0.00	\$3,656.15	\$3,656.15	28.33%	(\$9,250.50)
0601-9999-002	15" SLCPP	LF	815	\$49.85	\$40,627.75	-	124.00	205.00	329.00	\$6,181.40	\$10,219.25	\$16,400.65	40.37%	(\$24,227.10)
0605-2600	D-E HEADWALL	EACH	2	\$1,989.30	\$3,978.60	1.30	-	-	1.30	\$2,586.09	\$0.00	\$2,586.09	65.00%	(\$1,392.51)
0204-0001	STORM WATER SWALE	LF	1072	\$14.95	\$16,026.40		106.00	-	106.00	\$1,584.70	\$0.00	\$1,584.70	9.89%	(\$14,441.70)
1110-9999-001	8' HEIGHT FENCE	LF	374	\$96.80	\$36,203.20		-	-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$36,203.20)
1110-9999-002	INSTALL 4' HEIGHT FENCE (LABOR ONLY & POST MATL)	LF	721	\$45.65	\$32,913.65		-	-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$32,913.65)
1110-9999-003	12' SWING GATE	EACH	1	\$2,000.00	\$2,000.00		-	-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,000.00)
1110-9999-004	4' MAN GATE	EACH	4	\$1,597.50	\$6,390.00		-	-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$6,390.00)
1110-9999-005	30' HEIGHT BACKSTOP	LF	124	\$842.60	\$104,482.40		-	-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$104,482.40)
1110-9999-006	20' H FOUL POLE W/MESH WING	EACH	2	\$4,100.00	\$8,200.00		-	-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$8,200.00)
9000-9992	MISC. FIELD EQUIPMENT	LS	1	\$2,064.50	\$2,064.50		-	-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,064.50)

44-2

## APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO:</b> TOWN OF BLOOMSBURG 301 E. SECOND STREET BLOOMSBURG, PA 17815	<b>VIA:</b> MCTISH, KUNKLE & ASSOCIATES 1500 SYCAMORE ROAD, SUITE 320 MONTGOMERYVILLE, PA 17754	<b>Estimate:</b> 2  <b>Period To:</b> 6-Aug-22
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**FROM:** DON E. BOWER, INC.  
 1206 SALEM BLVD.  
 BERWICK, PA 18603  
**Job:** 22C021

**CONTRACT FOR: TOWN PARK RESTORATION IMPROVEMENTS**

Item #	Description	U/M	Contract			** Material	Units			Amount			%	\$
			Units	Unit \$	Total		Current	Previous	Total	Current	Previous	Total	Complete	Remaining
0203-0001	EXCAVATION	LS	1	\$48,130.90	\$48,130.90		0.55	-	0.55	\$26,472.00	\$0.00	\$26,472.00	55.00%	(\$21,658.90)
0205-0001	PLACEMENT & COMPACTION ON SITE FILL	CY	3724	\$12.45	\$46,363.80		1,100.00	-	1,100.00	\$13,695.00	\$0.00	\$13,695.00	29.54%	(\$32,668.80)
0201-0001-003	TOPSOIL STOCKPILE	CY	4449	\$2.50	\$11,122.50		3,560.00	-	3,560.00	\$8,900.00	\$0.00	\$8,900.00	80.02%	(\$2,222.50)
0350-0120	2A SUBBASE AGGREGATE (6")	CY	80	\$56.90	\$4,552.00			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$4,552.00)
0313-0337	BASE COURSE (3")	TON	79	\$110.00	\$8,690.00			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$8,690.00)
0413-0205	WEARING COURSE (1")	TON	26	\$164.15	\$4,267.90			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$4,267.90)
0413-9999-001	BITUMINOUS ASPHALT SIDEWALK	SY	550	\$45.75	\$25,162.50			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$25,162.50)
0630-0001	PLAIN CEMENT CONCRETE CURB	LF	10	\$155.30	\$1,553.00			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,553.00)
0350-0106	GRAVEL PAD AREA (6")	SY	167	\$12.75	\$2,129.25			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,129.25)
0941-0001-001	TRAFFIC & ADA SIGNS	EACH	4	\$232.65	\$930.60			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$930.60)
0962-9999-001	LINE PAINTING	LS	1	\$972.40	\$972.40			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$972.40)
0941-0001-002	FUNDING ACKNOWLEDGEMENT SIGN	EACH	1	\$346.70	\$346.70			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$346.70)
0804-9999-001	SURFACE RESTORATION/SEEDING	SY	21489	\$2.85	\$61,243.65			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$61,243.65)
0804-9999-002	ATHLETIC FIELD SEEDING/STABILIZATION	SY	11546	\$3.30	\$38,101.80			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$38,101.80)
9000-9993	INFIELD SURFACING (5" DEPTH)	SY	1952	\$29.80	\$58,169.60			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$58,169.60)
9000-9994	BUMPER BLOCKS	EACH	27	\$94.55	\$2,552.85			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,552.85)
9000-9995	PROTECTIVE BOLLARDS	EACH	6	\$850.00	\$5,100.00			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$5,100.00)
0501-0200	RECYCLING BIN AREA CONCRETE PAD	SY	26	\$126.30	\$3,283.80			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$3,283.80)
9000-9996	DEWATERING	DOLL	10000	\$1.00	\$10,000.00		2,947.35	-	2,947.35	\$2,947.35	\$0.00	\$2,947.35	29.47%	(\$7,052.65)
0676-0001	CONCRETE SIDEWALK	SY	778	\$97.30	\$75,699.40			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$75,699.40)
1110-9999-021	4" H CHAINLINK FENCE (SMALL FIELD)	LF	709	\$53.80	\$38,144.20			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$38,144.20)
1110-9999-031	12' SWING GATE (SMALL FIELD)	EA	1	\$1,890.00	\$1,890.00			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,890.00)
1110-9999-041	4' MAN GATE (SMALL FIELD)	EA	4	\$932.50	\$3,730.00			-	-	\$0.00	\$0.00	\$0.00	0.00%	(\$3,730.00)
					\$0.00			-	-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
CO#1					\$0.00			-	-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
CO #2					\$0.00			-	-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00

44-3

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO: TOWN OF BLOOMSBURG 301 E. SECOND STREET BLOOMSBURG, PA 17815	VIA: MCTISH, KUNKLE & ASSOCIATES 1500 SYCAMORE ROAD, SUITE 320 MONTGOMERY, PA 17754	Estimate: 2  Period To: 6-Aug-22
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FROM: DON E. BOWER, INC.  
1206 SALEM BLVD.  
BERWICK, PA 18603

Job: 22C021

CONTRACT FOR: TOWN PARK RESTORATION IMPROVEMENTS

Item #	Description	U/M	Contract		**	Units			Amount			%	\$	
			Units	Unit \$	Total	Material	Current	Previous	Total	Current	Previous	Total	Complete	Remaining
CO #3					\$0.00					\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
	Original Contract Amt.:				\$876,647.30					\$101,555.00	\$64,859.13	\$166,414.13	18.98%	(\$710,233.17)
	Change Orders to Date:				\$0.00					(\$10,155.50)	(\$6,485.91)	(\$16,641.41)		
	Contract To Date:				\$876,647.30					\$91,399.50	\$58,373.22	\$149,772.72		

\*\* The QTY's in this column represent the approximate value of material delivered to the site and not yet installed.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Don E. Bower, Inc.

By: [Signature] Date: 8-1-22

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED**.

State of Pennsylvania, County of Luzerne  
Subscribed and sworn to before me this 1<sup>ST</sup> Day of August, 2022  
Notary Public: [Signature]

My Commission Expires: Oct 24, 2025

Commonwealth of Pennsylvania - Notary Seal  
June L. Mensinger, Notary Public  
Luzerne County  
My commission expires October 24, 2025  
Commission number 1322304  
Member, Pennsylvania Association of Notaries

AMOUNT CERTIFIED..... \$91,399.50  
(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: MCTISH, KUNKLE & ASSOCIATES

BY: **Andrew D. Keister**  
Digitally signed by Andrew D. Keister  
DN: cn=Andrew D. Keister, o=MCTish, Kunkel & Associates, ou=email=akeister@mctish.com, c=US  
Date: 2022.08.03 09:16:35 -0400

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

45

**Donald E. Kocher, Inc**

18 Charmund Road  
Orangeville, PA 17859



**Masonry Contractor**

Phone: 570-683-5559  
E-mail: [dekinc@epix.net](mailto:dekinc@epix.net)

July 26, 2022

Town of Bloomsburg  
Attn: John Fritz

*Via email to [jfritz@bloomsburgpa.org](mailto:jfritz@bloomsburgpa.org)*

**Re: Estimate to repair damaged masonry wall section at DUI Booking Center:**

Includes:

Shore and demo collapsing wall section (14'x7')

Remove debris

Install 10" CMU in lieu of brick

Apply cement parge coat to match existing finish (painting NOT included)

Scaffold

**Total estimate amount of \$3,110**

Notes:

Prevailing wages NOT included due to project size

Painting not included

Winter conditions not included

This estimate is for the identified wall area only. If we find additional damage we will review conditions with you to determine if additional work is required.

**DENT PLUMBING & HEATING, INC.**

1500 Monroe Ave.  
Bloomsburg, PA 17815  
(570) 784-4115 • Fax: (570) 784-6031  
www.dentplumbingandheating.com



9K-1

Town of Bloomsburg  
RE: DUI Booking Center  
821 Catherine St. – Bloomsburg  
John Fritz: 570-204-9757

July 29, 2022

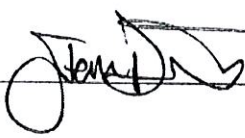
**A/C Replacement & Gas Furnace Options**

- **Proposal #1: (A/C Only)** Furnish and install one Amana 1.5-ton, 14 SEER A/C only outside condensing unit with one Amana matched indoor coil. Installation includes refrigeration line set with brown covering, outside unit support legs, condensate piping, duct work adapters, digital thermostat, required electrical and removal and proper disposal of the old A/C equipment. Does **NOT** include any changes to the existing gas furnace, duct work, or grilles. The Amana equipment listed comes with a ten year compressor, ten year parts, and one year labor warranty.....**\$5,407.00**
  
- **Proposal #2: (A/C & 80% Gas Furnace)** Furnish and install one Amana 1.5-ton, 14 SEER A/C only outside condensing unit with one Amana matched indoor coil and one Amana 80+% efficient, 80,000 BTU natural gas furnace needed to replace the existing gas furnace and A/C equipment. Installation includes refrigeration line set with brown covering, outside unit support legs, connecting to the existing gas line, flue pipe to the existing B-vent chimney, condensate piping, duct work adapters, digital thermostat, required electrical and removal and proper disposal of the old gas furnace and A/C equipment. Does **NOT** include any changes to the existing duct work, or grilles. The Amana A/C equipment listed comes with a ten-year compressor, ten-year parts, and one year labor warranty and the Amana gas furnace comes with a limited lifetime heat exchanger warranty, ten-year parts warranty and a one-year labor warranty.....**\$8,332.00**



- **Proposal #3: (A/C & 96% Gas Furnace)** Furnish and install one Amana 1.5-ton, 14 SEER A/C only outside condensing unit with one Amana matched indoor coil and one Amana 96% efficient, 80,000 BTU natural gas furnace needed to replace the existing gas furnace and A/C equipment. Installation includes refrigeration line set with brown covering, outside unit support legs, connecting to the existing gas line, flue pipe to a proper outside location, condensate piping, duct work adapters, digital thermostat, required electrical and removal and proper disposal of the old gas furnace and A/C equipment. Does **NOT** include any changes to the existing duct work, or grilles. The Amana A/C equipment listed comes with a ten-year compressor, ten-year parts, and one year labor warranty and the Amana gas furnace comes with a limited lifetime heat exchanger warranty, ten-year parts warranty and a one-year labor warranty.....**\$9,410.00**

Prices are good for 15 days from the date above. A twenty-five percent down payment is required with signed proposal before start of work. The remaining balance will be billed upon completion. Please sign one copy, indicate proposal chosen, and return with your down payment. Keep a second copy for your records.

Submitted by: Jake Dent  Date: 7/29/2022

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**LIVIC Civil**

109 Monroe Street, Suite 70  
Selinsgrove, PA 17870, United States  
Tel. 570-560-2876  
accounting@livicco.com  
www.liviccivil.com

4L-1

**INVOICE**

Town of Bloomsburg  
301 E. Second Street  
Bloomsburg, PA 17815

INVOICE DATE: 6/30/2022  
INVOICE NO: 3754  
BILLING THROUGH: 6/30/2022

**1004-21 2022 Paving Projects**

Managed By: Andrew J Barton

**PROFESSIONAL SERVICES**

DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
6/1/2022	Rylie Thomas	1080 Project Management <i>corrections to Paving Area Overview plan</i>	1.00	\$95.00	\$95.00
6/1/2022	Christopher Edmiston	140 Bidding <i>Bid Questions</i>	0.50	\$110.00	\$55.00
6/2/2022	Rylie Thomas	1080 Project Management <i>corrections to Paving Area Overview plan</i>	2.00	\$95.00	\$190.00
6/2/2022	Christopher Edmiston	140 Bidding <i>Quantities/Bid Addendum/Plan Update</i>	2.00	\$110.00	\$220.00
6/13/2022	Andrew J. Barton	12 PROJECT MGMT COMMERCIAL <i>Bid Opening</i>	1.00	\$155.00	\$155.00
6/13/2022	Rylie Thomas	9980 Project Management <i>bid tabs</i>	1.50	\$95.00	\$142.50
6/15/2022	Andrew J. Barton	12 PROJECT MGMT COMMERCIAL <i>budget updates</i>	1.00	\$155.00	\$155.00
6/20/2022	Andrew J. Barton	12 PROJECT MGMT COMMERCIAL <i>bid opening, tabulations review</i>	1.00	\$155.00	\$155.00
6/22/2022	Andrew J. Barton	12 PROJECT MGMT COMMERCIAL <i>budget review</i>	0.50	\$155.00	\$77.50
6/23/2022	Christopher Edmiston	660 Contract Bidding/Award <i>Executed Contract/NTP</i>	0.50	\$110.00	\$55.00
6/30/2022	Christopher Edmiston	710 Pre-Construction Meeting <i>Prc-Con</i>	0.25	\$110.00	\$27.50
FOR PROFESSIONAL SERVICES RENDERED			11.25		\$1,327.50
				DIRECT LABOR SUBTOTAL	\$1,327.50
				SUBTOTAL	\$1,327.50



## LIVIC Civil

109 Monroe Street, Suite 70  
Selinsgrove, PA 17870, United States  
Tel: 570-560-2876  
accounting@livicco.com  
www.liviccivil.com

4L-2

Town of Bloomsburg  
301 E. Second Street  
Bloomsburg, PA 17815

## INVOICE

INVOICE DATE: 6/30/2022  
INVOICE NO: 3754  
BILLING THROUGH: 6/30/2022

<b>AMOUNT DUE THIS INVOICE</b>	<b>\$1,327.50</b>
<b>PREVIOUS BALANCE</b>	<b>\$6,448.75</b>
<b>BALANCE</b>	<b>\$7,776.25</b>

This invoice is due on 7/30/2022

This Statement Contains Charges Through June 30, 2022

*We hope you are having a great day! Please find the latest invoice for services completed during the last billing cycle. Thank you for the opportunity to guide you through this project. Any questions or recommendations on how we can meet your accounting needs better can be directed to accounting@livicco.com*

**LIVIC Civil**

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4L-3

**INVOICE**

Town of Bloomsburg  
301 E. Second Street  
Bloomsburg, PA 17815

INVOICE DATE: 6/1/2022  
INVOICE NO: 3683  
BILLING THROUGH: 5/31/2022

**1004-21 2022 Paving Projects**

Managed By: Andrew J Barton

**PROFESSIONAL SERVICES**

DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
5/2/2022	Andrew J. Barton	72 MUNIC DESIGN MUNICIPAL <i>review plans, update cost estimates, correspondence with J. Fritz</i>	4.00	\$155.00	\$620.00
5/2/2022	Christopher Edmiston	80 CONSTR DOCS <i>Curb Ramp Design</i>	2.00	\$110.00	\$220.00
5/4/2022	Barry Wohlschlegel	72 MUNIC DESIGN MUNICIPAL <i>Addressing plan comments. Removed Wood Street and a section of Oak Street from the plans. Updated cover page information. Added in bigger background image and close up image for Iron Street section.</i>	2.25	\$95.00	\$213.75
5/4/2022	Christopher Edmiston	80 CONSTR DOCS <i>Plan Review</i>	0.50	\$110.00	\$55.00
5/5/2022	Barry Wohlschlegel	72 MUNIC DESIGN MUNICIPAL <i>Removing the work to be completed on Oak Street from the Plan set.</i>	0.50	\$95.00	\$47.50
5/6/2022	Christopher Edmiston	80 CONSTR DOCS <i>Contract Update</i>	0.50	\$110.00	\$55.00
5/11/2022	Andrew J. Barton	12 PROJECT MGMT <i>Iron Street</i>	1.00	\$155.00	\$155.00
5/11/2022	Barry Wohlschlegel	72 MUNIC DESIGN MUNICIPAL <i>Added in Iron Street picture to the paving plan sheet.</i>	0.75	\$95.00	\$71.25
5/12/2022	Barry Wohlschlegel	72 MUNIC DESIGN MUNICIPAL <i>Site visit to Bloomsburg Recycling Center to grab picture of gravel area to be paved. Marked up photo and created sheet to add to the 2022 Paving Plans.</i>	2.50	\$95.00	\$237.50
5/13/2022	Barry Wohlschlegel	72 MUNIC DESIGN MUNICIPAL <i>Updated 2022 Stormwater project map to include Recycling center Sheet.</i>	1.00	\$95.00	\$95.00

**LIVIC Civil**

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accounting@livicco.com  
www.liviccivil.com

4L-4

Town of Bloomsburg  
301 E. Second Street  
Bloomsburg, PA 17815

**INVOICE**

INVOICE DATE: 6/1/2022  
INVOICE NO: 3683  
BILLING THROUGH: 5/31/2022

5/23/2022	Barry Wohlschlegel	72 MUNIC DESIGN MUNICIPAL	1.50	\$95.00	\$142.50
		<i>Paving Plan edits. Added paving section to main map. Adjusted notes and photos to consolidate plans to two pages. Reviewed and updated plans throughout to reflect all changes and replotted for presentation.</i>			
5/24/2022	Rylie Thomas	1080 Project Management	4.50	\$95.00	\$427.50
		<i>edit plans/sketch</i>			
5/24/2022	Andrew J. Barton	12 PROJECT MGMT COMMERCIAL	1.00	\$155.00	\$155.00
		<i>Project Review</i>			
5/25/2022	Rylie Thomas	1080 Project Management	4.00	\$95.00	\$380.00
		<i>edit plans/sketch</i>			
5/25/2022	Andrew J. Barton	12 PROJECT MGMT COMMERCIAL	1.00	\$155.00	\$155.00
		<i>Project Management/Meetings</i>			
5/25/2022	Christopher Edmiston	120 Project Manual	1.00	\$110.00	\$110.00
		<i>Change Documents to EJCDC</i>			
5/26/2022	Rylie Thomas	1080 Project Management	1.00	\$95.00	\$95.00
		<i>edit plan/sketch</i>			
5/26/2022	Andrew J. Barton	12 PROJECT MGMT COMMERCIAL	1.00	\$155.00	\$155.00
		<i>Project Management/Meetings</i>			
5/31/2022	Christopher Edmiston	80 CONSTR DOCS COMMERCIAL	1.00	\$110.00	\$110.00
		<i>Contract Document Distribution and changes</i>			
FOR PROFESSIONAL SERVICES RENDERED			31.00		\$3,500.00
DIRECT LABOR SUBTOTAL					\$3,500.00
SUBTOTAL					\$3,500.00
AMOUNT DUE THIS INVOICE					\$3,500.00
PREVIOUS BALANCE					\$2,948.75
BALANCE					\$6,448.75

This invoice is due on 7/1/2022

This Statement Contains Charges Through May 31, 2022

We hope you are having a great day! Please find the latest invoice for services completed during the last billing cycle. Thank you for the opportunity to guide you through this project. Any questions or recommendations on how we can meet your accounting needs better can be directed to accounting@livicco.com

4N-1

## APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO:</b> TOWN OF BLOOMSBURG 301 E. SECOND STREET BLOOMSBURG, PA 17815	<b>VIA:</b> MCTISH, KUNKLE & ASSOCIATES 1500 SYCAMORE ROAD, SUITE 320 MONTGOMERYVILLE, PA 17754	<b>Estimate:</b> 1  <b>Period To:</b> 15-Jul-22
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**FROM:** DON E. BOWER, INC.  
 1206 SALEM BLVD.  
 BERWICK, PA 18603  
  
**Job:** 22C021

**CONTRACT FOR: TOWN PARK RESTORATION IMPROVEMENTS**

Item #	Description	U/M	Contract			Material	Units			Amount			%	\$
			Units	Unit \$	Total		Current	Previous	Total	Current	Previous	Total	Complete	Remaining
0608-0001	MOBILIZATION	LS	1	\$56,763.35	\$56,763.35		0.50		0.50	\$28,381.68	\$0.00	\$28,381.68	50.00%	(\$28,381.67)
0901-0301	MPT	LS	1	\$9,000.00	\$9,000.00		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$9,000.00)
0201-0301-001	CLEARING & GRUBBING	AC	8	\$1,292.70	\$10,341.60		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$10,341.60)
0849-0010	ROCK CONSTRUCTION ENTRANCE	EA	1	\$2,500.00	\$2,500.00		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,500.00)
0867-0512	12" SILT SOCK	LF	1572	\$6.10	\$9,589.20		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$9,589.20)
0860-0300	FILTER BAG INLET PROTECTION	EACH	10	\$76.70	\$767.00		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$767.00)
0806-0130	ECB (3:1) SLOPE (EXCEL SS-2)	SY	2741	\$3.10	\$8,497.10		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$8,497.10)
0201-0301-002	SELECTIVE TREE AND STUMP REMOVAL	EACH	3	\$1,458.60	\$4,375.80		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$4,375.80)
0203-0304	DEMOLITION OF EXISTING PAVEMENT	SY	723	\$6.00	\$4,338.00		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$4,338.00)
0805-0302-001	RIPRAP APRON	EACH	4	\$651.90	\$2,607.60		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,607.60)
0616-9999	PLASTIC FLARED END SECTION	EACH	2	\$345.40	\$690.80		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$690.80)
0605-2850	TYPE M INLET (RISERS & CONVEYANCE INLETS)	EACH	13	\$3,378.20	\$43,916.60	6.50			6.50	\$21,958.30	\$0.00	\$21,958.30	50.00%	(\$21,958.30)
0610-7002-001	6" PERFORATED DRAIN PIPE WITH STONE TRENCH	LF	207	\$25.75	\$5,330.25	25.00			25.00	\$643.75	\$0.00	\$643.75	12.08%	(\$4,686.50)
0601-9999-001	15" PERFORATED DRAIN PIPE WITH STONE TRENCH	LF	293	\$44.05	\$12,906.55	83.00			83.00	\$3,656.15	\$0.00	\$3,656.15	26.33%	(\$9,250.50)
0601-9999-002	15" SLCPP	LF	815	\$49.85	\$40,627.75	205.00			205.00	\$10,219.25	\$0.00	\$10,219.25	25.15%	(\$30,408.50)
0605-2600	O-E HEADWALL	EACH	2	\$1,989.30	\$3,978.60		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$3,978.60)
0204-0001	STORM WATER SWALE	LF	1072	\$14.95	\$16,026.40		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$16,026.40)
1110-9999-001	8' HEIGHT FENCE	LF	374	\$96.80	\$36,203.20		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$36,203.20)
1110-9999-002	INSTALL 4' HEIGHT FENCE (LABOR ONLY & POST MATL)	LF	721	\$45.65	\$32,913.65		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$32,913.65)
1110-9999-003	12' SWING GATE	EACH	1	\$2,000.00	\$2,000.00		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,000.00)
1110-9999-004	4' MAN GATE	EACH	4	\$1,597.50	\$6,390.00		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$6,390.00)
1110-9999-005	30' HEIGHT BACKSTOP	LF	124	\$842.60	\$104,482.40		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$104,482.40)
1110-9999-006	20' H FOUL POLE W/MESH WING	EACH	2	\$4,100.00	\$8,200.00		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$8,200.00)
9000-9992	MISC. FIELD EQUIPMENT	LS	1	\$2,064.50	\$2,064.50		-		-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,064.50)

4N-2

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO: TOWN OF BLOOMSBURG VIA: MCTISH, KUNKLE & ASSOCIATES Estimate: 1  
 301 E. SECOND STREET 1500 SYCAMORE ROAD, SUITE 320  
 BLOOMSBURG, PA 17815 MONTGOMERY, PA 17754  
 Period To: 15-Jul-22

FROM: DON E. BOWER, INC.  
 1206 SALEM BLVD.  
 BERWICK, PA 18603

Job: 22C021

CONTRACT FOR: TOWN PARK RESTORATION IMPROVEMENTS

Item #	Description	U/M	Contract			Material	Units			Amount			% Complete	\$ Remaining
			Units	Unit \$	Total		Current	Previous	Total	Current	Previous	Total		
0203-0001	EXCAVATION	LS	1	\$48,130.90	\$48,130.90				-	\$0.00	\$0.00	\$0.00	0.00%	(\$48,130.90)
0205-0001	PLACEMENT & COMPACTION ON SITE FILL	CY	3724	\$12.45	\$46,363.80				-	\$0.00	\$0.00	\$0.00	0.00%	(\$46,363.80)
0201-0001-003	TOPSOIL STOCKPILE	CY	4449	\$2.50	\$11,122.50				-	\$0.00	\$0.00	\$0.00	0.00%	(\$11,122.50)
0350-0120	2A SUBBASE AGGREGATE (6")	CY	80	\$56.90	\$4,552.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$4,552.00)
0313-0337	BASE COURSE (3")	TON	79	\$110.00	\$8,690.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$8,690.00)
0413-0205	WEARING COURSE (1")	TON	26	\$164.15	\$4,267.90				-	\$0.00	\$0.00	\$0.00	0.00%	(\$4,267.90)
0413-9999-001	BITUMINOUS ASPHALT SIDEWALK	SY	550	\$45.75	\$25,162.50				-	\$0.00	\$0.00	\$0.00	0.00%	(\$25,162.50)
0630-0001	PLAIN CEMENT CONCRETE CURB	LF	10	\$155.30	\$1,553.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,553.00)
0350-0106	GRAVEL PAD AREA (6")	SY	167	\$12.75	\$2,129.25				-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,129.25)
0941-0001-001	TRAFFIC & ADA SIGNS	EACH	4	\$232.65	\$930.60				-	\$0.00	\$0.00	\$0.00	0.00%	(\$930.60)
0962-9999-001	LINE PAINTING	LS	1	\$972.40	\$972.40				-	\$0.00	\$0.00	\$0.00	0.00%	(\$972.40)
0941-0001-002	FUNDING ACKNOWLEDGEMENT SIGN	EACH	1	\$346.70	\$346.70				-	\$0.00	\$0.00	\$0.00	0.00%	(\$346.70)
0804-9999-001	SURFACE RESTORATION/SEEDING	SY	21489	\$2.85	\$61,243.65				-	\$0.00	\$0.00	\$0.00	0.00%	(\$61,243.65)
0804-9999-002	ATHLETIC FIELD SEEDING/STABILIZATION	SY	11546	\$3.30	\$38,101.80				-	\$0.00	\$0.00	\$0.00	0.00%	(\$38,101.80)
9000-9993	INFIELD SURFACING (5" DEPTH)	SY	1952	\$29.80	\$58,169.60				-	\$0.00	\$0.00	\$0.00	0.00%	(\$58,169.60)
9000-9994	BUMPER BLOCKS	EACH	27	\$94.55	\$2,552.85				-	\$0.00	\$0.00	\$0.00	0.00%	(\$2,552.85)
9000-9995	PROTECTIVE BOLLARDS	EACH	6	\$850.00	\$5,100.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$5,100.00)
0501-0200	RECYCLING BIN AREA CONCRETE PAD	SY	26	\$126.30	\$3,283.80				-	\$0.00	\$0.00	\$0.00	0.00%	(\$3,283.80)
9000-9996	DEWATERING	DOLL	10000	\$1.00	\$10,000.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$10,000.00)
0575-0001	CONCRETE SIDEWALK	SY	778	\$97.30	\$75,699.40				-	\$0.00	\$0.00	\$0.00	0.00%	(\$75,699.40)
1110-9999-021	4" H CHAINLINK FENCE (SMALL FIELD)	LF	709	\$53.80	\$38,144.20				-	\$0.00	\$0.00	\$0.00	0.00%	(\$38,144.20)
1110-9999-031	12" SWING GATE (SMALL FIELD)	EA	1	\$1,890.00	\$1,890.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$1,890.00)
1110-9999-041	4" MAN GATE (SMALL FIELD)	EA	4	\$932.50	\$3,730.00				-	\$0.00	\$0.00	\$0.00	0.00%	(\$3,730.00)
CO #1					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
CO #2					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
					\$0.00				-	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00

4N-3

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO: TOWN OF BLOOMSBURG      VIA: MCTISH, KUNKLE & ASSOCIATES      Estimate: 1  
 301 E. SECOND STREET      1500 SYCAMORE ROAD, SUITE 320  
 BLOOMSBURG, PA 17815      MONTOURVILLE, PA 17754      Period To: 15-Jul-22

FROM: DON E. BOWER, INC.  
 1206 SALEM BLVD.  
 BERWICK, PA 18603

Job: 22C021

### CONTRACT FOR: TOWN PARK RESTORATION IMPROVEMENTS

Item #	Description	U/M	Contract		**	Units			Amount			%	\$
			Units	Unit \$		Total	Material	Current	Previous	Total	Current	Previous	Total
CO #3													

\*\* The QTY's in this column represent the approximate value of material delivered to the site and not yet installed.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Don E. Bower, Inc.

By: [Signature] Date: 7-15-22

### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED**.

State of Pennsylvania, County of Luzerne  
 Subscribed and sworn to before me this 15<sup>th</sup> Day of July, 2022  
 Notary Public: [Signature]

My Commission Expires: Oct 24, 2025

Commonwealth of Pennsylvania - Notary Seal  
 June L. Mensinger, Notary Public  
 Luzerne County  
 My commission expires October 24, 2025  
 Commission number 1322304  
 Member, Pennsylvania Association of Notaries

AMOUNT CERTIFIED: ..... \$58,373.22  
 (Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: MCTISH, KUNKLE & ASSOCIATES  
 BY: Andrew D. Keister  
Digitally signed by Andrew D. Keister  
 DN: cn=Andrew D. Keister, o=MCTish, Kunkle &  
 Associates, ou, email=akeister@mctish.com, c=US  
 DATE: 2022.07.15 15:00:00 -0400

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

40-1

**CHANGE ORDER**

Change Order No. 1 Date July 15, 2022

Owner's Project No. \_\_\_\_\_ Engineer's Project No. 19493

Project: Town Park Restoration Project Owner: Town of Bloomsburg

Contractor Don E. Bower, Inc. Contract Date June 15, 2022

To: CONTRACTOR

The following changes are hereby made to the Contract Documents:

1. Increase project sign size from 18x24 to 24x24 to include additional funding sources - \$97.55
2. Stump removal for two dead trees cut down by the Town of Bloomsburg - \$600.00
3. Accept unit price of \$39.65/Cubic Yard to import material - max cost \$32,000

Enclosures:

The changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order..... \$ 876,647.30

Net (Increase) (Decrease) Resulting From this Change Order..... \$ 697.55

Current Contract Price Including This Change Order ..... \$ 877,344.85

Contract Time Prior to this Change Order ..... 120 Calendar Days

Net (Increase) (Decrease) Resulting from this Change Order ..... 0 Calendar Days

Current Contract Time Including this Change Order ..... 120 Calendar Days

Requested by:

The Above Changes Are Approved:

Owner – Town of Bloomsburg Engineer – McTish, Kunkel & Associates

By \_\_\_\_\_ By Andrew D. Keister

Date \_\_\_\_\_ Date July 15, 2022

The Above Changes are Accepted:

Contractor Don E. Bower, Inc.

By \_\_\_\_\_

Date \_\_\_\_\_

40-2

ASPHALT PAVING & EXCAVATING

## DON E. BOWER, INC.

"FOR A JOB WELL DONE"

1206 SALLEM BLVD.  
BERWICK, PA 18603

PHONE: (570) 759-1362  
FAX: (570) 759-2412

Friday, July 15, 2022

Mr. Andrew D. Keister, PE, PLS  
McTish, Kunkle & Associates  
1500 Sycamore Road, Suite 320  
Montoursville, PA 17754  
Ph: (570) 368-3040  
Fax: (570) 368-3166

Re: Town of Bloomsburg Park Restoration Project  
Contractor's Request For Change Order No. 1

Dear Andy:

In accordance with your recent requests, below please find our request for change order to the Contract for various items of work:

1. Foreign Borrow Material: For all supervision, labor, equipment and materials to provide, place and compact additional foreign borrow material, as required, to achieve design plan grading, please review, consider and accept our unit price of \$39.65/CY.
2. Funding Acknowledgement Sign: In lieu of providing the 24" x 18" Funding Acknowledgement Sign in accordance with the plans issued for bidding, please accept our pricing of \$462.25/Each for a 24" x 24" Funding Acknowledgement Sign in accordance with information provided to Don E. Bower, Inc. on Wednesday, July 13, 2022. The above sign will replace the contract item Funding Acknowledgement Sign having a unit cost of \$364.40 resulting in a net addition to the contract of \$97.55. Please note, once this project is approved, our vendor will need the art files for the logos contained on this sign (especially Bloomsburg's).
3. Stump Removal: For the removal of two (2) stumps remaining from trees removed by the Town of Bloomsburg Public Works Department, namely an 18" Poplar Tree and a 36" Oak Tree, please consider and accept the lump sum price of \$600.00/LS

In the event that you should have any questions or request any clarifications, please do not hesitate to contact myself.

Thank you.

Respectfully yours,

*Don E. Bower, Inc.*

*Eric D. Haines*

Eric D. Haines  
Senior Estimator/Project Manager

5D-1



1460 US Highway 9 North Suite 209  
Woodbridge, NJ 07095  
Voice 973-731-7002  
Fax 973-731-6680  
acousticalconsultant.com

VIA EMAIL ONLY [ldooley@bloombsburgpa.org](mailto:ldooley@bloombsburgpa.org)

26 July 2022

Ms. Lisa M. Dooley  
The Town of Bloomsburg  
301 East 2<sup>nd</sup> Street  
Bloomsburg, PA 17815

Re: Proposal for Additional Authorization for Acoustical Consultation  
Bloomsburg Noise Ordinance, Noise Measurement Training, and Raceway Evaluation  
OAA File 4529A

Dear Ms. Dooley:

Since February 2022 Ostergaard Acoustical Associates has been assisting the Town of Bloomsburg with the development of revised noise ordinance language, recommendations for acoustical equipment for purchase by the Town, and education and training to municipal personnel for the purpose of making accurate and meaningful noise measurements. Our work was initially authorized for an amount not to exceed \$5,000.

Since the work began, a portion of our consultation has morphed into a specific focus on Bloomsburg Fairground raceway noise. This includes development of a 3-dimensional computer model of the raceway and surrounding community and analysis of 19 June 2022 acoustical data acquired by Bloomsburg personnel. To date we have accrued approximately \$6,000 of time regarding these efforts, about \$1,000 in excess of our authorized amount.

We ask that the Town of Bloomsburg authorize expenditures for an additional \$5,000, for a total of \$10,000. This will cover additional tasks such as meetings to review 3-dimensional noise modeling results, written reports, and analysis of additional race data.

If this additional authorization is agreeable, please return an acceptance copy of this letter, or written authorization agreeing to these terms, signed by the party responsible for payment. This will enable us to proceed. All other terms and conditions set forth in our 11 January 2022 proposal, accepted on 31 January 2022, remain applicable.

Sincerely,

**OSTERGAARD ACOUSTICAL ASSOCIATES**

Joseph A. Keefe, Principal  
[jkeefe@acousticalconsultant.com](mailto:jkeefe@acousticalconsultant.com)

JAK:amc

Accepted for: **Town of Bloomsburg**

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SD-2



1460 US Highway 9 North  
Woodbridge, NJ 07095  
Voice 973-731-7002  
Fax 973-731-6680  
acousticalconsultant.com

VIA EMAIL ONLY [ldooley@bloomsburgpa.org](mailto:ldooley@bloomsburgpa.org)

11 January 2021

Ms. Lisa M. Dooley  
The Town of Bloomsburg  
301 East 2<sup>nd</sup> Street  
Bloomsburg, PA 17815

Re: Proposal for Acoustical Consultation  
Bloomsburg Noise Ordinance and Noise Measurement Training  
OAA Inquiry 22102

Dear Ms. Dooley:

At your request, we have prepared this proposal for acoustical consultation to the Town of Bloomsburg. Based on our conversation with you, we understand that you wish for Ostergaard Acoustical Associates (OAA) to assist with development of revised noise ordinance language, education and training to municipal personnel for the purpose of making accurate and meaningful noise measurements, recommendations for acoustical equipment for purchase by the Town, and review of sound isolation wall designs to attenuate noise from the Bloomsburg Fair Grounds raceway.

#### QUALIFICATIONS

Ostergaard Acoustical Associates (OAA) is well qualified to assist. As independent acoustical experts, we approach project analyses and potential solutions based on our unbiased expertise, without the intent or desire to recommend or sell any particular manufacturer's product. We have extensive experience measuring outdoor sound levels, analyzing environmental noise sources, predicting attenuation due to noise control elements, and assisting others in becoming familiar with the use of acoustical equipment. OAA is a member of the National Council of Acoustical Consultants (NCAC) and the American Council of Engineering Companies (ACEC). Please see the attached brochure information and bios for select personnel.



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#### SCOPE OF WORK

Ostergaard Acoustical Associates proposes to be available to carry out the following services:

- ☐ Review existing noise ordinance language, establish reasonable criteria for community noise exposure, and work with Bloomsburg legal and administrative professionals to develop new regulatory language.
- ☐ Review acoustical measurement needs with Town professionals to determine recommended equipment for Town purchase. Equipment may include sound level meters, microphones, calibrators, and environmental protection equipment.
- ☐ Provide education and training to municipal employees regarding the use of the purchased acoustical equipment. This will include operation, maintenance, data preservation, and written procedures.
- ☐ Review concepts for a sound-attenuating wall between the Bloomsburg Fair Ground raceway and adjacent residential properties, and provide our findings in writing.
- ☐ Attend virtual or in-person meetings for equipment training and/or public discussion.

#### RATES

Ostergaard Acoustical Associates proposes to carry out the outlined services on a time plus expense basis. Our current hourly rates are as follows:

Principals	\$230.00
Associate Principals	200.00
Senior Engineers/Consultants	175.00
Staff Engineers/Consultants	140.00

These rates will remain in effect for a minimum of one year from the date of this proposal.

Our fee for the outlined services will not exceed \$5,000. We reserve the right to revise this proposal if it is not accepted within 60 days.



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#### INVOICING

We invoice monthly for time and expenses relating to the project. Expenses include such items as travel, meals, lodging, and special reproduction or mailing costs. Expenses are charged at cost plus 10 percent.

Invoices are net and payable upon receipt. Balances unpaid after 45 days are subject to a finance charge of 1½ percent per month. We reserve the right, at our sole option, to suspend work on projects with past-due accounts. Should collection activity or formal legal action be required to recover amounts due, you will be responsible to pay our costs of collection, including attorneys' fees, collection agency costs, and all expenses associated with activity undertaken to recover and collect amounts due.

#### TERMINATION

This agreement may be terminated by either party upon notification in writing. You may terminate for any reason; we may terminate if we are not provided with the information or site access needed to carry out the outlined tasks. In either case, Ostergaard Acoustical Associates shall be paid for fees and expenses accrued through termination.

#### AUTHORIZATION

If this proposal is satisfactory, please return an acceptance copy of this letter, or written authorization agreeing to these terms, signed by the party responsible for payment. This will enable us to proceed.

Should additional tasks be necessary, these would be the subject of a separate agreement.

We look forward to being of assistance to you on this project. If there should be any questions regarding this proposal, please do not hesitate to call.

Sincerely,

OSTERGAARD ACOUSTICAL ASSOCIATES

Joseph A. Keefe, Principal  
jkeefe@acousticalconsultant.com

JAK:amc

Enclosures

Accepted for: **Town of Bloomsburg**

Accepted by: Lisa Dooley Type or stamp

Title: Town Manager

Date: 1-31-2022



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## OSTERGAARD ACOUSTICAL ASSOCIATES

### — *Scientific Counsel in Acoustics*

Ostergaard Acoustical Associates is one of North America's premier acoustical consulting firms. We use fifty years of firm experience to provide independent and unbiased acoustical engineering and design services. We are a medium size firm noted for responsiveness and innovative analyses to solve acoustical challenges.

Our approach to providing scientific counsel in the specialty of sound and vibration is to develop a strong technical analysis of an issue and to present it in terms understandable by a judge or a panel of lay jurors. Specialists at OAA achieve this goal by working with the attorney to understand and develop the legal framework under which an issue will be adjudicated, and determining whether the science supports the desired legal position. Further, OAA staff provides information and research data to develop alternative approaches to a case. The firm is noted for innovative approaches to what are frequently complex challenges.

Ostergaard Acoustical Associates' consultants are experts in applied acoustics with architectural, scientific, and engineering backgrounds. The staff is technically current through wide-ranging project experience and active participation in major technical organizations including the Acoustical Society of America, Institute of Noise Control Engineering, ASTM, Audio Engineering Society, and American Industrial Hygiene Association.



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## ARCHITECTURAL ACOUSTICS SERVICES

Ostergaard Acoustical Associates provides architectural acoustics services to assure appropriate acoustical conditions within project interiors, as well as to control off-site noise.

**Room Acoustics Design** - Interior finish materials and placement significantly affect hearing conditions in rooms. For example, acoustical goals for an auditorium or conference room include natural voice reinforcement and an appropriate degree of reverberation, while quiet and privacy are the primary goals for offices. Ostergaard Acoustical Associates assists with criteria, analyses of critical spaces using state-of-the-art computer modeling techniques, and recommended solutions. We prepare specification text and conceptual details to describe recommendations. Testing is also available to evaluate built environments.

**Sound Isolating Construction** - Controlling the degree of sound transmitting between two spaces, or transmitting from exterior to interior, is necessary for privacy, good hearing, and acoustical comfort. We provide analyses to determine the necessary acoustical performance of wall, window, door, roof, ceiling, and floor constructions. We provide construction descriptions, relevant specification text, conceptual details, and inspections to assure effective sound isolation.

**Mechanical System Noise and Vibration Control** - Noise from mechanical systems travels through ductwork as well as through walls and floors. At the onset of a project, we establish noise criteria for each space and prepare noise control guidelines to assist the mechanical engineers with their designs. When mechanical designs and equipment selections are available, we analyze this information using state-of-the-art software developed by Ostergaard Acoustical Associates. We then identify mechanical design revisions necessary to ensure that noise criteria are met. Recommendations and suggested specification text are provided for incorporation into project documents.

**Sound System Design** - We provide sound system designs compatible with overall acoustical design, including specifications, contract drawings, checkout, and adjustments to assure effective results. Designs include ADA-compliant sound reinforcement and playback systems for places of public assembly (e.g. auditoriums, gymnasiums, multipurpose rooms, and high school sports fields), communication systems to assist technical productions, and masking sound systems to improve privacy in office areas.

**Site Noise Analysis** - Control of site noise is critical for planning board approvals, compliance with noise codes, and user comfort. We provide on-site acoustical measurements, documentation, expert testimony, and findings regarding building layout and construction.

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## **ENVIRONMENTAL NOISE**

The objective of environmental noise control is control of outdoor noise. Ostergaard Acoustical Associates conducts community noise surveys and noise exposure studies for existing or proposed land uses, prepares environmental impact statements concerning noise exposure, assists with the development of noise legislation or zoning codes, and develops methods to reduce environmental noise.

## **INDUSTRIAL NOISE CONTROL**

OAA consults to industrial clients to reduce noise radiated to the community as well as to the hearing zones of employees.

After gaining an understanding of the mechanisms and individual sources producing excess sound, preference is given to noise control techniques that reduce noise production. Alternatively, methods are identified to reduce sound travel along the path between the noise source and receiver. Specifications for noise control hardware, such as acoustical barriers or silencers, are developed as needed.

Acoustical measurements and modeling are important tools used by OAA for assessing the strength of noise sources, understanding how multiple sources sum at the receiver, and evaluating the effectiveness of installed noise control measures.

## **VIBRATION CONTROL**

Noise control often involves reduction of vibration carried through the ground or through structures. Such control may involve isolation of sensitive structures from vibration sources or modification of the structure itself by changing stiffness. Establishing criteria for acceptable structureborne noise or vibration levels requires knowledge of the structure and the equipment it supports. We provide measurement of on-site vibration, establish vibration criteria, analyze the potential impact of vibration, and develop conceptual details to successfully provide needed isolation.

## **TRAINING IN NOISE CONTROL**

A program of in-house training for personnel provides long-term benefits to corporations. The training includes fundamentals of acoustics, uses and selection of instruments, and practical applications of noise control techniques.

## **SCIENTIFIC COUNSEL**

We provide scientific counsel to the legal profession in building acoustics, environmental acoustics, and industrial noise.

# OSTERGAARD ACOUSTICAL ASSOCIATES

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## **BENJAMIN C. MUELLER, P.E., PRINCIPAL** **EXPERT IN ENVIRONMENTAL AND INDUSTRIAL NOISE CONTROL**

Mr. Mueller is a principal of Ostergaard Acoustical Associates and a licensed acoustical professional engineer. He oversees on-site acoustical testing, analysis, and the development of solutions for environmental, industrial, and architectural projects. He also provides scientific counsel. Project expertise across the Tri-State area and nationwide includes:

### **3-Dimensional Environmental Acoustical Evaluations**

Evaluation of existing and future site emissions from commercial and industrial facilities. A thorough approach traditionally includes on-site acoustical testing, development of 3-D acoustical models, development of noise control solutions, and expert witness testimony for planning / zoning boards. Representative clients major public utility companies, pharmaceutical campuses, and major logistics facilities across the country.

### **Manufacturing and Occupational Noise Exposure**

Evaluation of noise in manufacturing environments, and identification of noise control measures to conserve hearing and create workable acoustical environments. Solutions are developed for individual equipment or whole facilities as appropriate. Clients served include Boehringer Ingelheim Pharmaceuticals, Inc., Johnson & Johnson, Philadelphia Gas Works, Gerdau AmeriSteel, OraSure Technologies, and DePuy Synthes.

### **Interior Acoustical Evaluations**

Consultation regarding interior HVAC system noise including analyses for noise-sensitive spaces such as board or conference rooms, laboratories, and classrooms. Consultations also include the design, specification, and final tuning check of masking sound systems for commercial facilities.

### **Noise Complaint Evaluation and Resolution**

Application of acoustical expertise to assist with evaluation and resolution of interior and exterior noise complaints ranging from nighttime trucking operations to office mechanical rooms. Optimized solutions are recommended that balance cost, feasibility, and noise reduction.

### **Generator Noise Control**

Assistance with the design and specification of custom acoustical barriers and enclosures for emergency generators to meet noise code limits and minimize the potential for noise complaints. Generators range in size from smaller than 100 kW to as large as 2.5 MW for various sites including hospitals, electrical substations, pharmaceutical campuses, and telecommunication shelters.

### **Construction Noise Mitigation Plans**

Acoustical evaluations to estimate construction noise levels using the Roadway Construction Noise Model (RCNM), and development of noise mitigation plans to meet project goals specified by PANYNJ or others. Acted as Noise Control Officer (NCO) for the Bayonne Bridge Navigational Clearance Project and others.

## **EDUCATION**

Bachelor of Science in  
Mechanical Engineering  
Villanova University, 1999

Master of Mechanical  
Engineering with a  
concentration in noise and  
vibration control  
Stevens Institute of  
Technology, 2010

## **REGISTRATION**

Professional Engineer,  
New Jersey and Oregon

## **PROFESSIONAL MEMBERSHIPS**

Acoustical Society of America

American Society of Heating,  
Refrigerating, and Air-  
conditioning Engineers

American Society of  
Mechanical Engineers

Institute of Noise Control  
Engineering

National Society of  
Professional Engineers

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## JOSEPH A. KEEFE, PRINCIPAL EXPERT IN ARCHITECTURAL ACOUSTICS

Mr. Keefe is a principal of Ostergaard Acoustical Associates. He is a musician and physicist with over fifteen years of acoustical consulting experience, with a passion for performing arts venues. He oversees projects involving room acoustics, sound-isolating constructions, sound system design, HVAC system noise control, and environmental and community noise evaluation and control. Representative projects include:

- ❑ **Monroe Community College Theater, Rochester, NY**  
Renovation of a multipurpose theater, including shaping and material selection for new wall and ceiling panels, sound system design/specification, and remediation of HVAC sound levels.
- ❑ **34<sup>th</sup>-Street Hudson Yards Subway Station, New York, NY**  
Consultation on station acoustics, public address system design, and interior and exterior HVAC system noise control for the No. 7 Subway line expansion to the Hudson Yards development area.
- ❑ **PS-464M, Manhattan, NY**  
Carried out room acoustics, sound isolation, HVAC noise control analyses for this challenging 9-story school located within a high-rise mixed use building in downtown Manhattan. Concerns included sound isolation from 1<sup>st</sup>-floor retail spaces into the school envelope, from the school to residential spaces above school, and from inbound environmental noise due to city traffic. The consultation also involved the design/specification of the gymnasium and multi-purpose room sound systems, as well as detailed coordination with the separate design team for the non-school portion of the high-rise building.
- ❑ **NY Jets Training Facility, Hempstead, NY and Florham Park, NJ**  
Assisted the NY Jets NFL team with ambient noise evaluations at their then-current Hempstead, NY, facility and their new facility in Florham Park, NJ.
- ❑ **Recording Studio, Bloomfield College, Bloomfield, NJ**  
Provided assistance with room shaping, selection of finishes, HVAC system noise control, and sound isolation for a new recording studio and associated control room. The HVAC system in the recording studio and control room achieves a remarkably-quiet NC-15 background sound level, while special partition, door, and ceiling constructions achieve significant acoustical separation between these two basement spaces as well as to the multipurpose room above.
- ❑ **Metro-North Railroad**  
Assisted with the development of a horn test protocol and ensuing ANSI Standard S12.69.
- ❑ **Grounds for Sculpture East Gallery, Hamilton, NJ**  
Consultation regarding conversion of an unoccupied storage warehouse to a multipurpose space to be used as an art gallery, event venue, and music performance space. Assisted the design team with room shaping and finishes, isolation of sound from adjacent spaces, and a new quiet HVAC system.

### EDUCATION

Bachelor of Arts in Physics and Music  
Duke University, 2004

### PROFESSIONAL MEMBERSHIPS

Acoustical Society of America

Institute of Noise Control Engineering

ASTM Committee E33 on Building and Environmental Acoustics

### TECHNICAL TRAINING

AutoCAD Authorized Training

EASE Modelling Software Level II Training

Listen Level 2 Loop Consultant Partner



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## LAND DEVELOPMENT PROJECTS

*by Ostergaard Acoustical Associates*

### **Logistics Distribution Facilities, Nationwide**

These projects involve evaluation of site noise and acoustical impact from heavy trucks, delivery vehicles, and stationary noise sources. Consultations involve on-site and neighborhood measurements of sound levels, computer modelling of existing and/or future site sound emissions, and analyses of potential mitigation measures.

### **Housing Feasibility, Somerville, New Jersey**

A developer undertook a feasibility study of proposed multi-family housing adjacent to a railway, with concern regarding the need for and feasibility of appropriate sound-isolating constructions. OAA conducted on-site measurements of train noise at multiple distances from the train tracks, including the noise of horn soundings as trains approached a nearby grade crossing. Building envelope constructions necessary for appropriate attenuation of train noise were investigated and presented to the developer.

### **TVA Operation Center, Meigs County, Tennessee**

The design of this sprawling operations center for command and control of the Tennessee Valley Authority electrical grid involved evaluation of exterior noise from rooftop air handlers, ventilation louvers, dry coolers, emergency generators, and a load bank. Design criteria at noise-sensitive receptors were complicated by an extremely low ambient nighttime sound level.

### **Westfield Rink, Westfield, New Jersey**

Neighborhood complaints regarding noise from a seasonal ice rink atop basketball courts at Gumbert Park prompted an acoustical investigation involving site measurements, observation of rink activities, and modeling of candidate noise control measures.

### **The Seeing Eye, Morris Township, New Jersey**

OAA analyzed existing and future sound emissions in order to evaluate the potential community noise impact of dog barking sound, and provided recommendations for noise control. Expert witness testimony was provided to the local municipal board in support of the application.

### **Restaurant Music Noise Prediction, Edison, New Jersey**

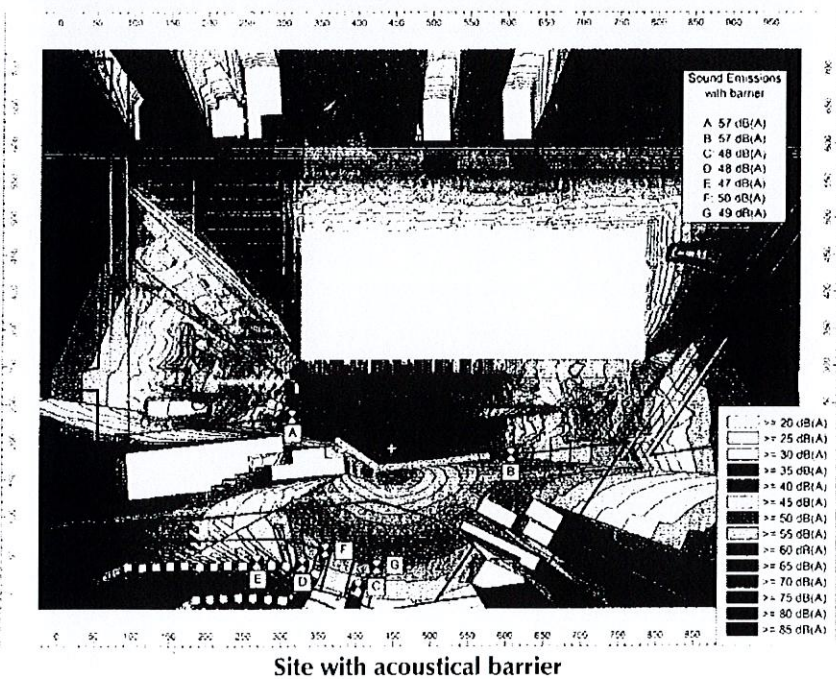
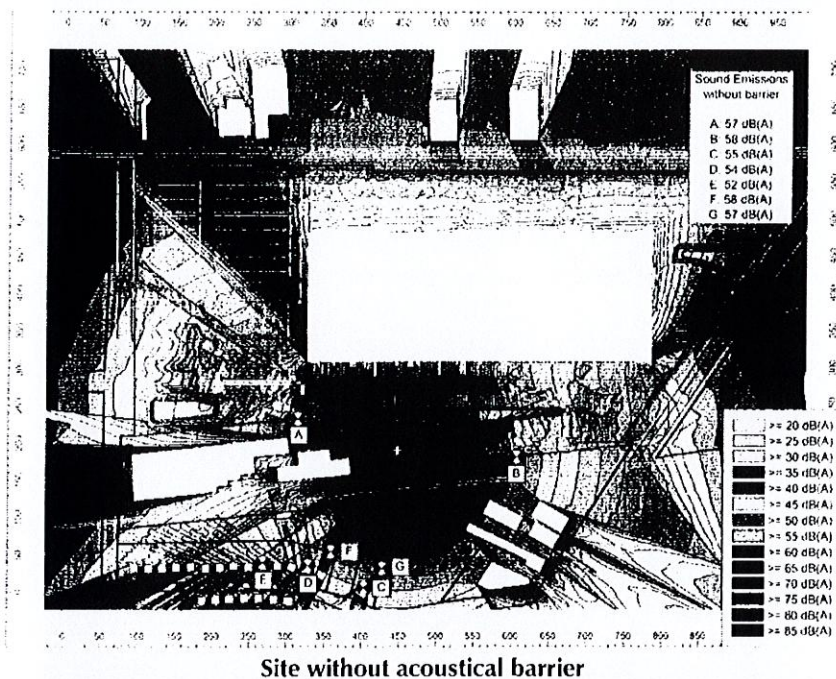
OAA predicted outdoor sound levels from a proposed restaurant location in an area already sensitized to noise from a different use. Computer modeling of sound propagation from the restaurant was combined with assessments of the daytime and nighttime ambient sound levels in order to develop findings. Expert witness testimony was presented to the municipal board in support of the restaurant's application, and the application was approved.

# 3D ACOUSTICAL MODELING EXAMPLE

by Ostergaard Acoustical Associates

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## SCIENTIFIC COUNSEL

*by Ostergaard Acoustical Associates*

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### **The Interrelation of Acoustics and the Law**

Questions about acoustics frequently arise in land use planning regarding compliance with local and federal land use regulations. OAA provides information and support to attorneys, civil engineers, architects, project engineers, and municipal boards.

### **Land Use Planning, State and Local Regulation Compliance**

OAA determines the acoustical emissions of a proposed or existing project using measurements and proven models for noise production and propagation. This allows the suitability of a project to be evaluated against objective criteria. The firm often carries out pre-construction noise surveys, which allow assessment of the potential change in ambient sound levels. OAA also evaluates compliance with state and local noise regulations. OAA prepares environmental noise impact statements and provides specific recommendations and methods to reduce noise impact.

OAA personnel testify as expert witnesses on topics of acoustics in front of municipal boards and for legal cases. This testimony typically involves a presentation of the noise sources, locations, paths of propagation, and a discussion of compliance with project criteria. In cases where a project requires local variances, OAA prepares testimony in support of such applications when defensible, and prepares our client with appropriate questions with which to examine opposing witnesses on noise issues.

### **Complaint Resolution**

In certain cases, an existing noise complaint needs to be resolved. In this case, OAA uses expertise to identify or confirm the offending source or sources, establish criteria for remediation, and investigate methods that can meet or approach the criteria.