#### BLOOMSBURG TOWN COUNCIL MEETING COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM) MONDAY, JANUARY 10, 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.

January 3, 2022 from 7:34 p.m.- 8:04 p.m. regarding a code personnel matter.

#### Citizens to be heard.

Kim Wheeler, Executive Director at SEDA-COG.

**SEDA-COG**- Update regarding their independent review/ recommendation regarding the Honeysuckle Lane Project (item 5B & 5C).

- 1. Approval of the Council minutes from the 12/13/2021 meeting.
- 2. Approval of the Council minutes from the 1/3/2022 meeting.
- 3. Department Reports- December.
  - A. Police department report.
  - B. Police officer report.
  - C. Town of Bloomsburg fuel mileage report.
  - D. Public Works department report.
  - E. Code enforcement monthly report (building & zoning permits).
  - F. <u>Code enforcement citation report.</u>
  - G. Recycling report.
  - H. Airport report.
- 4. ADMINISTATIVE FINANCE COMMITTEE- Justin Hummel.
  - A. Recommendation to approve the December list of bills in the amount of \$545,349.91.
  - B. Approval of a disability pension for Officer Matthew Golla pending the Workers Compensation settlement.

- C. Approval to accept Kenneth J. Roberts letter of resignation effective 2/3/2022.
- D. Approval of payment to Glenn O. Hawbaker in the amount of \$30,230.59.
- E. Approval to switch vision plans to VBA for police vision insurance.
- F. Approval of the following hours for Town Hall: Monday- Thursday 7:30 a.m.- 4:00 p.m. (half hour lunch). Friday- 7:30 a.m.- 1:00 p.m. (no lunch).

2021 Summer hours		$i \not \in K_{\mathrm{B}}(\overline{X})$	Proposed hours year	around:	
7:30 a.m 4:30 p.m.	1 hour lunch	8.5	7:30 a.m 4:00 p.m.	30 min. lunch	8.5
7:30 a.m 4:30 p.m.	1 hour lunch	8.5	7:30 a.m 4:00 p.m.	30 min. lunch	8.5
7:30 a.m 4:30 p.m.	1 hour lunch	8.5	7:30 a.m 4:00 p.m.	30 min. lunch	8.5
7:30 a.m 4:30 p.m.	1 hour lunch	8.5	7:30 a.m 4:00 p.m.	30 min. lunch	8.5
7:30 a.m 4:30 p.m.	No lunch	6	7:30 a.m 1:00 p.m.	No lunch	6
		40			40

Current parking hours with staggered lunch for two employees.

#### PARKING ENFORCEMENT

Town Hall - 301 East 2nd Street

Office Hours: 8 AM - 4 PM

Phone: 570-784-6779

Current codes and administration hours with lunches for six employees.

Hours of Operation:

Monday-Friday: 8:00 a.m. to 4:30 p.m.

#### Summer Hours (Memorial Day to Labor Day):

Monday-Thursday: 7:30 a.m. to 4:30 p.m. Friday: 7:30 a.m. to 1:00 p.m.

- G. Recommendation to approve the payment processing pricing proposal from NCR Payment Solutions.
- H. Recommendation to appoint Alex Dubil to the Airport Task Force.
- I. Recommendation to approve a quote from NorthEastern Automated

  Technologies, Inc. in the amount of \$791.18 for an audio system for the Town
  Hall Codes department.

J. Approval to appoint a Town solicitor.

Legal Comparison		ļ	
J Firm	Rate	Litig	ation Rate
Hill, Turowski, James & Lehman LLP	\$150.00	S	150.00
Marinos, McDonald & Knecht, LLP	\$150.00	\$	150.00
Hummel, Lewis & Davidson, LLP	\$175.00	\$	200.00
Elliott Greenleaf & Dean	\$215.00	\$	250.00
Buchanan Ingersoll & Rooney PC	\$255.00	\$	300.00

#### 5. PUBLIC WORKS & ENVIRONMENTAL COMMITTEE – James Garman.

- A. Approval to list on Municibid a 2004 CAT Model 242B Skid Steer Loader and a manual (no hydraulics) cold planner for the Public Works Department with a minimum amount of \$18,000.
- B. Approval to accept the grant from the Department of Community and Economic Development (DCED) in the amount of \$445,000 to support the Honeysuckle Lane Stormwater Mitigation Project.
- C. <u>Approval to award professional services for the Honeysuckle Lane Project to:</u>
  <u>LIVIC Civil in the lump sum amount not to exceed \$63,000.</u> Motion is contingent upon the approval of the Town's solicitor legal opinion and the funding agency's (DCED) acceptance of the Town's legal opinion.

#### Proposals received:

- 1.) Peters Consultants, Inc. in the amount of \$57,850.
- 2.) LIVIC Civil in the amount of \$63,000.
- D. Approval of entering into a professional service agreement with SEDA-COG in the amount of \$17,300 for the Honeysuckle Lane Project. Please note, delivery costs in the amount of \$8,400 is eligible for grant reimbursement. However, administration fees are not an eligible CDBG-DR expense under this award, \$8,900 (2%).
- E. Recommendation to approve listing the Blizzard snow plow attachment on Municibid that is used at the Recycling Center.
- F. Recommendation to approve purchasing a new snow plow attachment from Bradco Supply Company in the amount of \$7,300 to be used at the Recycling Center.
- G. Recommendation to approve payment to SEDA-COG in the amount of \$26,521.04 for professional services for the floodwall expansion project Phase II (general fund unbudgeted).
- H. Recommendation to approve payment to SEDA-COG in the amount of \$11,036 for professional services for the floodwall expansion project Phase II.

- I. Recommendation to approve payment to LIVIC Civil in the amount of \$3,407.75 for engineering services relating to the Miller Avenue survey (Council allocated \$25,000 to be paid out of the American Rescue Plan funds).
- J. Recommendation to approve payment to LIVIC Civil in the amounts of \$1,831.25 and \$123.75 for engineering services relating to fuel tank bidding.
- K. Recommendation to approve payment to LIVIC Civil in the amounts of \$218.75 and \$1,985.95 for engineering services relating to paying.
- L. <u>Recommendation to approve going out to bid for the Bloomsburg Town Hall required structural fixes.</u>

Citizens to be heard.

**Executive session- Code personnel matter & police contract negotiations.** 

Bloomsburg Town Council held a meeting on Monday, December 13, 2021, beginning at 7:00 p.m. in Council Chambers, 2<sup>nd</sup> Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <a href="https://us02web.zoom.us/j/4569203798">https://us02web.zoom.us/j/4569203798</a>.

Council Vice President Toni Bell called the meeting to order at 7:00 p.m., Council Members James Garman, Justin Hummel, Vince DeMelfi, Mayor William Kreisher (by phone) and Council Members Bonnie Crawford and James Huber via Zoom, Town Manager/Secretary/Treasurer Lisa Dooley, Chief of Police Roger Van Loan, Director of Finance Kathy Smith, Director of Public Works John Fritz, Director of Governmental Affairs Charles Fritz, Airport Coordinator BJ Teichman, Fire Chief Scott McBride and Director of Code Enforcement Ken Roberts. Also present were David's I-pad, Eric Ness, Dan Knorr, Corey Kreischer, Steve Coladonato, Barbara Coladonato, Brendan Lucas, Fred Gaffney, Jamie Shrawder, Mary Osborne, Andrew Barton, Roxanna Zoppetti, Randy Karschner, Sean Logsdon, Michael Martin, Missy Crawford, Alex Dubil, Aaron Crawford, Pamela Smith, Kevin Meek, Dennis, and Julye Wemple.

#### COUNCIL REMARKS.

**Executive sessions:** 

November 23, 2021 from 2:19 p.m.- 2:42 p.m. regarding a potential legal matter.

2:43 p.m.- 2:53 p.m. regarding police personnel.

2:54 p.m.- 3:35 p.m. regarding Town vehicle usage.

3:36 p.m.- 3:52 p.m. regarding a potential legal matter.

3:53 p.m.- 4:44 p.m. regarding a potential legal matter.

4:45 p.m.- 5:36 p.m. regarding police personnel.

December 9, 2021 from 10:51 a.m. - 11:38 a.m. regarding public works personnel matters.

#### CITIZENS TO BE HEARD.

Roxanna Zoppetti, owner of La Malbec, 18 W. Main Street, came before council to request resolutions 2.24.14.01 and 9.8.14.01 be rescinded. These resolutions prohibit dancing at the 18-20 W. Main Street location. The general consensus of Council is to update the resolution to be less restrictive.

James Walsh read a prepared statement in regards to the noise and dirt ordinances and is included at the end of the minutes.

APPROVAL TO ADVERTISE AN ORDINANCE AMENDING CHAPTER 1, PART 6 OF THE CODE OF ORDINANCES OF THE TOWN OF BLOOMSBURG TO CHANGE THE RETIREMENT BENEFIT FOR NON-POLICE EMPLOYEES HIRED, ELECTED OR APPOINTED BY THE TOWN OF BLOOMSBURG ON OR AFTER JANUARY 1, 2022- KRIS SEETS.

On a motion by J. Hummel, seconded by J. Garman, and voted on unanimously, Council approved advertising an ordinance amending Chapter 1, Part 6 of the Code of Ordinances of the Town of Bloomsburg to change the retirement benefit for non-police employees hired, elected or appointed by the Town of Bloomsburg on or after January 1, 2022.

#### ADOPTION OF RESOLUTION 12.13.2021 FEE RESOLUTION.

On a motion by V. DeMelfi, seconded by J. Garman, and voted on unanimously, Council approved the adoption of Fee Resolution 12.13.2021.

#### ADOPTION OF THE 2022 BUDGET.

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, Council approved the adoption of the 2022 budget.

#### **ENACTMENT OF THE 2022 TAX LEVY ORDINANCE.**

On a motion by J. Hummel, seconded by V. DeMelfi, and voted on unanimously, Council approved the enactment of the 2022 Tax Levy Ordinance.

#### ADOPTION OF RESOLUTION 12.13.2021.02 SIGNATORY RESOLUTION.

On a motion by J. Garman, seconded by J. Hummel, and voted on unanimously, Council approved the adoption of Resolution 12.13.21.02 the Signatory Resolution.

#### ADOPTION OF RESOLUTION 12.13.2021.03 ARLE EXTENSION.

On a motion by B. Crawford, seconded by J. Hummel, and voted on unanimously, Council approved the adoption of Resolution 12.13.21.03 the ARLE Extension.

#### APPROVAL OF THE COUNCIL MINUTES FROM THE 11/23/2021 MEETING.

On a motion by J. Garman, seconded by J. Hummel, and voted on unanimously, Council approved the minutes from November 23, 2021 with no corrections or additions.

#### APPROVAL OF PAYMENT OF MONTHLY BILLS AND NOVEMBER PAYROLL AUTHORIZATION IN THE AMOUNT OF \$767,420.03.

On a motion by J. Hummel, seconded by J. Garman, and voted on unanimously, Council approved payment of the following monthly bills: General Fund \$359,210.88, Recycling Fund \$26,526.88, Street Lighting Fund \$6,029.21, Commercial Revolving Loan \$5,302.50, Fire Fund \$5,598.34, Liquid Fuels Fund \$128,190.12, Pool Fund \$2,712.41, and November Payroll Authorization \$233,849.69.

#### APPROVAL OF PAYMENT TO SARATOGA ADVISORS GROUP NOT TO EXCEED \$3,000 FOR A BACKGROUND INVESTIGATION FOR THE NEW CHIEF OF POLICE.

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, Council approved payment to Saratoga Advisors Group not to exceed \$3,000 for a background investigation for the new Chief of Police.

#### APPROVAL TO EXTEND THE PROBATIONARY STATUS FOR THOMAS KUBASCH TO 6/28/2022 IN THE PARKING ENFORCEMENT DEPARTMENT.

On a motion by B. Crawford, seconded by V. DeMelfi, and voted on unanimously, Council approved extending the probationary status for Thomas Kubasch to June 28, 2022 in the parking enforcement department.

#### RECOMMENDATION TO APPROVE PLACING AUDIT SERVICES OUT TO BID FOR FIVE YEARS.

On a motion by J. Garman, seconded by V. DeMelfi, and voted on 5 to 2 (Crawford and Hummel

voting no), Council approved placing the audit services out to bid for a five-year contract.

#### RECOMMENDATION TO APPROVE THE 2022 NORRIS E. ROCK MEMORIAL SWIMMING POOL RULES.

On a motion by J. Hummel, seconded by B. Crawford, and voted on unanimously, Council approved the 2022 Norris E. Rock Memorial Swimming pool rules.

# RECOMMENDATION TO APPROVE \$446,890 TO BE UTILIZED FOR STORM DRAINAGE AND STREET LIGHTING ON TOWN PARKING LOTS E. PINE, PINE, W. PINE, & THE DINER LOT (AMERICAN RECOVERY FUNDS).

On a motion by J. Hummel, seconded by J. Garman, and voted on unanimously, Council approved \$446,890 to be utilized for storm drainage and street lighting on Town Parking lot E. Pine, Pine, W. Pine and the Diner Lot (American Recovery funds).

#### APPROVAL OF THE 2022 MEETING DATES AND TIMES (ZONING AND PLANNING MAY DIFFER).

On a motion by J. Hummel, seconded by J. Garman, and voted on 6 to 1 (DeMelfi voting no), Council approved the 2022 meeting dates and times (zoning and planning may differ).

#### APPROVAL TO EXTEND CHIEF ROGER VAN LOAN'S RETIREMENT UNTIL JANUARY 9, 2022.

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, Council approved extending Chief Roger Van Loan's retirement until January 2022.

#### RECOMMENDATION TO APPROVE ENDING MICHAEL REFFEOR'S 6-MONTH PROBATIONARY STATUS EFFECTIVE 11/10/2021.

On a motion by J. Hummel, seconded by J. Garman, and voted on unanimously, Council approved ending Michael Reffeor's 6-month probationary status effective November 10, 2021.

## RECOMMENDATION TO APPROVE UTILIZING THE 2022 RATE OF PAY ON FRIDAY, DECEMBER 31<sup>ST</sup> FOR EMPLOYEES RECOGNIZING THE HOLIDAY ON FRIDAY. NOTE: EMPLOYEE HANDBOOK STATES THAT A HOLIDAY THAT FALLS ON SATURDAY IS RECOGNIZED FRIDAY.

On a motion by B. Crawford, seconded by J. Garman, and voted on 6 to 1 (Hummel voting no), Council approved utilizing the 2022 rate of pay for Friday, December  $31^{st}$  for employees recognizing the holiday on Friday.

## RECOMMENDATION TO APPROVE ACCEPTING JARED HARRIS'S RESIGNATION EFFECTIVE 11/22/2021 FOR THE BLOOMSBURG MUNICIPAL AUTHORITY BOARD, CODES APPEAL BOARD AND AIRPORT TASK FORCE.

On a motion by B. Crawford, seconded by J. Hummel, and voted on unanimously, Council approved the resignation of Jared Harris effective 11/22/2021 from the Bloomsburg Municipal Authority, Codes Appeal Board and the Airport Task Force.

#### RECOMMENDATION TO APPOINT SYLVIA COSTA TO THE BLOOMSBURG MUNICIPAL

AUTHORITY BOARD WITH A TERM EXPIRING 12/31/2025 (TO FILL JARED HARRIS'S VACANCY). THREE SUBMISSIONS: SYLVIA COSTA, WILLIAM BROBST & CAREY HOWELL.

On a motion by B. Crawford, seconded by V. DeMelfi, and voted on unanimously, Council approved the appointment of Sylvia Costa to the Bloomsburg Municipal Authority Board with a term expiring 12/31/2025.

RECOMMENDATION TO APPROVE A QUOTE FROM BACKSTAGE LIBRARY WORKS IN THE AMOUNT OF \$3,760.35 TO DIGITALIZE THE 1977- 2010 COUNCIL MINUTES (AMERICAN RECOVERY FUNDS).

On a motion by J. Hummel, seconded by J. Huber, and voted on unanimously, Council approved a quote from Backstage Library Works in the amount of \$3,760.35 to digitalize the 1977- 2010 council minutes (American Recovery funds).

RECOMMENDATION TO APPROVE THE 2022 CHECK SIGNORS: JUSTIN HUMMEL, TONI BELL, VINCE DEMELFI AND LISA DOOLEY.

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, Council approved the 2022 check signors: Justin Hummel, Toni Bell, Vince DeMelfi and Lisa Dooley.

#### APPROVAL OF THE 2022 SALARY LISTING.

On a motion by J. Hummel, seconded by J. Garman, and voted on unanimously, Council approved the 2022 salary listing.

RECOMMENDATION TO PLACE OUT TO BID THE INSTALLATION OF GAS FIRED HEATING APPLIANCES NEEDED TO REPLACE THE EXISTING COAL FIRED STEAM HEATING SYSTEM AT THE BLOOMSBURG MUNICIPAL AIRPORT. THE BID WILL INCLUDE THE HEATING UNIT INSTALLATION, GAS PIPING AND ELECTRICAL NEEDED TO COMPLETE THE SYSTEM INSTALLATION (AMERICAN RECOVERY FUNDS).

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, Council approved placing out to bid the installation of gas fired heating appliances needed to replace the existing coal fired steam heating system at the Bloomsburg Municipal Airport. The bid will include the heating unit installation, gas piping and electrical needed to complete the system installation (American Recovery funds).

RECOMMENDATION TO APPROVE THE QUOTE FROM W.T.C. CONTRACTING IN THE AMOUNT OF \$4,000 FOR THE POLICE DEPARTMENT BUILDING (AMERICAN RECOVERY FUNDS).

On a motion by J. Garman, seconded by V. DeMelfi, and voted on unanimously, Council approved the quote from W.T.C. Contracting in the amount of \$4,000 for the police department building (American Recovery funds).

RECOMMENDATION TO APPROVE THE QUOTE FROM HARREL SPRINKLER FOR THE BLOOMSBURG RECYCLING CENTER FOR A UL AIR COMPRESSOR, COMPATIBLE WITH THE CURRENT SPRINKLER SYSTEM, WITH AN AIR MAINTENANCE DEVICE SPECIFICALLY FOR A DRY PIPE SPRINKLER SYSTEM, IN THE AMOUNT OF \$2,194. NOTE, THIS AMOUNT DOES NOT INCLUDE LABOR OR MATERIALS FOR INSTALLATION.

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, Council approved the quote from Harrel Sprinkler for the Bloomsburg Recycling Center for a UL air compressor, compatible with the current sprinkler system, with an air maintenance device specifically for a dry pipe sprinkler system, in the amount of \$2,194. Note, this amount does not include labor or materials for installation.

#### APPROVAL OF THE FEDERAL FISCAL YEAR 2021 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT #1.

On a motion by J. Hummel, seconded by J. Garman, and voted on unanimously, Council approved the Federal Fiscal year 2021 Annual Action Plan Substantial Amendment # 1.

#### APPROVAL OF THE FEDERAL FISCAL YEAR 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER).

On a motion by J. Hummel, seconded by J. Garman, and voted on unanimously, Council approved the Federal Fiscal Year 2020 Consolidation Annual Performance and Evaluation Report (CAPER).

#### APPROVAL OF THE FAIR HOUSING RECOMMENDATIONS.

On a motion by V. DeMelfi, seconded by J. Hummel, and voted on unanimously, Council approved the Fair Housing Recommendations.

#### RECOMMENDATION TO APPROVE THE SECTION 3 ACTION PLAN.

On a motion by J. Garman, seconded by J. Hummel, and voted on unanimously, Council approved the Section 3 Action Plan.

#### APPROVAL TO ADVERTISE THE NOISE ORDINANCE.

On a motion by J. Hummel, seconded by V. DeMelfi, and voted on unanimously, Council approved tabling this ordinance. A public workshop will be held at the Bloomsburg Fire Hall in the near future.

#### RECOMMENDATION TO APPROVE ADVERTISING THE DIRT ORDINANCE.

On a motion by V. DeMelfi, seconded by J. Garman, and voted on unanimously, Council approved tabling the dirt ordinance.

On a motion by J. Hummel, seconded by J. Garman, and voted on unanimously, the meeting adjourned into an executive session and did not reconvene (8:17 p.m. and lasted until 9:48 p.m.)

Lisa Dooley Town Manager/Secretary/Treasurer

#### Good evening, Mayor and Council

I would like to thank you for staying on point and focused with the problems concerning the new Race track at the fairgrounds and the concerns of town residents, businesses and surrounding communities. I wish I would have been able to attend the last committee meeting regarding the noise ordinance but had previous engagement that I could not cancel.

I read an article in the newspaper concerning that planning meeting where the new ordinance was discussed last week and where it was stated by the solicitor for the fair that the town council had approved the new track and were aware of the new construction, I have to mention at a council meeting I attended in June of this year where discussion on the noise and dust problem were discussed and where a majority of current council and mayor were present and at that meeting not only were council members and resident's in the dark concerning the new race track, but so were the fair's own shareholders, and they were unaware of this project which was also mentioned by some of the shareholders that were also in attendance.

I know that many of you have been contacted from many residents and businesses regarding the concerns of residents in regards to the noise and dust from the new race track and can say from talking with neighbors, we know you care about the towns people and their concerns.

I have read the proposed town's noise ordinance and I feel it is not only reasonable but shows a definite commitment to the residents' concerns and also a willingness to work with the fair board and the continued success for the Fair and that the Town are striving for .

We have to consider 5 weekends of racing a year at the fair that is being proposed in the ordinance offers an extended use to the Fair's racetrack, that was never in the original race plan at the fairgrounds from when racing was started decades ago and that ended racing at the fair in the mid 1980's which was one race a year (during fair week) and at best twice a year (for a special occasion race)

The proposed ordinance does not go without saying there is still the potential for the continuing problems at the track, and to have potentials for health issues of various types from (noise and breathing issues from the dust to mention a few ) but also the potential for property value loss, due to the destructive / nuisance nature a race track in town does produce from the dust and noise that is kicked up with each lap made.

I am encouraged to read in the newspaper that the fair board is working on fixing the problems the newly constructed racetrack has created to the town residents, businesses and surrounding area's. The mention of changing of the clay with a less dusty type of clay and adding a 60' wall around the track should help, and I hope it does. but until 1 or 2 seasons at 5 weekends have been completed and with the effects from these changes the fair board is proposing, I would encourage council to vote yes for the passing of this ordinance and know they will be doing the right thing for the health of the residents and best interest of the town. If at a time in the future the problems that currently face the community from the Race track at the Fair are negated then an amendment to the ordinance could be explored with adding additional days of use at the track.

Thank you

The Bloomsburg Town Council held a meeting on Monday, January 3, 2022 beginning at 7:00 p.m. in Council Chambers, 2<sup>nd</sup> Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <a href="https://us02web.zoom.us/i/4569203798">https://us02web.zoom.us/i/4569203798</a>.

Mayor Justin Hummel called the meeting to order at 7:00 p.m., present were Council Members Toni Bell, James Garman, Vince DeMelfi, Bonnie Crawford, Nick McGaw and James Huber via Zoom, Town Manager/Secretary/Treasurer Lisa Dooley, Chief of Police Roger Van Loan, Director of Finance Kathy Smith, Director of Public Works John Fritz, Airport Coordinator BJ Teichman, Fire Chief Scott McBride, Director of Code Enforcement Ken Roberts and Codes Enforcement Officer Michael Reffeor. Also present were Helena Griffith, Dennis, David's iPad, Kim Hummel, Corey Kreischer, Adam Johnson, Martin Beran, Julye Wemple, Eric Ness, Craig Seamans, Dan Knorr and a Bloomsburg Resident.

#### COUNCIL REMARKS.

Executive sessions: Justin Hummel.

December 13, 2021 from 8:17 p.m.- 8:37 p.m. regarding pool legal matters. 8:38 p.m.- 9:48 p.m. regarding police personnel matters.

Mayor, Justin Hummel read a prepared statement that is included at the end of the minutes.

#### OATH OF OFFICE.

Mayor, Justin Hummel, James Garman, Nicholas McGaw and tax collector, Beverly Deitrich were sworn in at the court house on 1/3/2022.

#### OATH OF OFFICE ADMINISTERED BY THE MAYOR- COUNCIL MEMBER.

Justin Hummel administered the oath of office to Council member, Bonnie Crawford.

#### NOMINATION AND ELECTION OF VICE PRESIDENT OF COUNCIL.

Motion was made by J. Garman to nominate Toni Bell as Vice president, seconded by B. Crawford and voted on unanimously to confirm (6-0 Huber was not present).

#### NOMINATION AND ELECTION OF PRESIDENT PRO TEM OF COUNCIL.

Motion was made by T. Bell to nominate Vince DeMelfi President Pro Tem, seconded by N. McGaw and voted on unanimously to confirm (6-0 Huber was not present).

#### NOMINATION AND ELECTION OF THE VACANCY BOARD.

Motion was made by T. Bell to nominate Richard Bogar to the Vacancy Board, seconded by B. Crawford and voted on unanimously to confirm (6-0 Huber was not present).

#### APPOINTMENT OF TOWN MANAGER/SECRETARY/TREASURER.

Motion was made by T. Bell to appoint Lisa Dooley to the position of Town Manager/Secretary/Treasurer, seconded by J. Garman, and voted on unanimously (7-0 Huber was present) to confirm.

#### OATH OF OFFICE ADMINISTERED BY THE MAYOR- TOWN MANAGER/SECRETARY/TREASURER.

Justin Hummel administered the oath of office to Town Manager/Secretary/ Treasurer Lisa Dooley.

#### **MAYOR'S ORGANIZATION OF COMMITTEES:**

#### **Administrative Finance Committee**

Justin Hummel, Chair Toni Bell

Bonnie Crawford

Vince DeMelfi

#### **Public Works & Environmental Committee**

James Garman, Chair

James Huber

Nick McGaw

#### **Community & Economic Development Committee**

Toni Bell, Chair

James Huber

Nick McGaw

#### **Public Safety Committee**

Justin Hummel, Chair

**Bonnie Crawford** 

James Garman

Vince DeMelfi

#### **COUNCIL APPOINTMENTS OF BOARDS AND COMMISSIONS:**

It is the general consensus of Council to approve the appointment of boards and commissions.

**Civil Service Commission** 

Todd Davis Term expires 12/31/2024

**Codes Appeal Board** 

Doug Reiter Term expires 12/31/2024

Vacancy Term expires 12/31/2024

First alternate- Vacant Term expires 12/31/2022

Second alternate- Vacant Term expires 12/31/2022

**Historical Architectural Review Board** 

Michael Campbell Term expires 12/31/2025 (Architect spot)

Unappoint Ken Roberts Term expires 12/31/2023

Appoint Michael Reffeor Term expires 12/31/2023

**Municipal Authority** 

William Brobst Term expires 12/31/2026

**Planning Commission** 

David Hill

Term expires 12/31/2025

Aaron Eldred

Term expires 12/31/2025

Planning Commission: Carbon Engineer.

**Shade Tree Commission** 

Virginia Thorne

Term expires 12/31/2026

**Zoning Hearing Board** 

Martin Beran

Term expires 12/31/2024

First alternate- Adam Johnson

Term expires 12/31/2022

**Bloomsburg Human Relations Commission** 

David Galliguez

Term expires 12/31/2024

Other Boards and Commissions: Bloomsburg Public Library Board:

Justin Hummel

Term expires 12/31/2024

Downtown Bloomsburg, Inc.

Justin Hummel

Toni Bell, Alternate

**Town Park Improvement Association** 

James Garman

**Columbia County Tax Collection Committee** 

Vince DeMelfi

12/31/2022

Justin Hummel (Alternate)

12/31/2022

**Building Code Official** 

Ken Roberts

**Zoning Officer** 

Ken Roberts

Floodplain Administrator

Ken Roberts

TOWN SOLICITOR- HUMMEL, LEWIS & SMITH, LLP UNTIL COUNCIL REVIEWS BIDS.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council appointed Hummel, Lewis & Smith, LLP as the Town Solicitor until Council reviews the bids for legal services.

#### ZONING HEARING BOARD SOLICITOR- PENDING THEIR MEETING IN FEBRUARY 2022 TO HAVE THE BOARD APPOINT.

#### SEWAGE ENFORCEMENT OFFICER- COLUMBIA COUNTY SANITARY INSPECTION OFFICE.

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved the appointment of Columbia County Sanitary Inspection office as the sewage enforcement officer.

#### COLUMBIA CHILD DEVELOPMENT PROGRAM.

Motion was made by N. McGaw to appoint Toni Bell to the Columbia County Child Development program, motion was seconded by B. Crawford, and voted on unanimously.

#### GENERAL FUND DEPOSITORY- FIRST COLUMBIA BANK & TRUST CO.

It is the general consensus of Council to approve the appointment of First Columbia Bank and Trust Co. as the general fund depository.

#### AUTHORIZED CHECK SIGNORS- JUSTIN HUMMEL, TONI BELL, VINCE DEMELFI AND LISA DOOLEY.

It is the general consensus of Council to approve Justin Hummel, Toni Bell, Vince DeMelfi and Lisa Dooley authorized check signors.

#### EMERGENCY MANAGEMENT ASSISTANCE CONTACT- JOE WONDOLOSKI 12/31/2022.

It is the general consensus of Council to approve Joe Wondoloski as emergency management assistance contact for 2022.

#### TOWN OF BLOOMSBURG FIRE DEPARTMENT, INC.- SCOTT MCBRIDE ELECTED CHIEF 12/31/2022.

It is the general consensus of Council to approve Scott McBride as Chief of the Bloomsburg Fire Department term expiring 12/31/2022.

#### **ENGINEER-LIVIC CIVIL, SECONDARY-BARRY ISETT.**

It is the general consensus of Council to approve LIVIC Civil as principal engineer for 2022 and Barry Isett, Inc. as secondary engineer for 2022.

#### **AUDITOR- PENDING FEBRUARY BID PROPOSALS.**

The appointment of auditing services is pending until bid proposals are reviewed.

#### ADOPTION OF RESOLUTION 1.03.2022.01- DRUG TASK FORCE AGREEMENT.

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved adoption of Resolution 1.03.2022.01 for the Drug Task Force agreement.

#### ADOPTION OF RESOLUTION 1.03.2022.02- POLICE EDUCATION & TRAINING.

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, Council approved adoption of Resolution 1.03.2022.02 for Police Education and Training.

#### ADOPTION OF RESOLUTION 1.03.2022.03- POLICE PENSION CONTRIBUTION.

On a motion by B. Crawford, seconded by T. Bell, and voted on unanimously, Council approved adoption of Resolution 1.03.2022.03 for the Police Pension Contribution.

### AMENDMENT TO CHAPTER 1, PART 6 OF THE CODE OF ORDINANCES OF THE TOWN OF BLOOMSBURG TO CHANGE THE RETIREMENT BENEFIT FOR NON-POLICE EMPLOYEES HIRED, ELECTED OR APPOINTED BY THE TOWN OF BLOOMSBURG ON OR AFTER JANUARY 1, 2022.

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved adoption of amendment to Chapter 1, Part 6 of the Code of Ordinances of the Town of Bloomsburg to change the retirement benefit for non-police employees hired, elected or appointed by the Town of Bloomsburg on or after January 1, 2022.

#### APPROVAL OF A QUOTE FROM NORTHEASTERN AUTOMATED TECHNOLOGIES, INC. IN THE AMOUNT OF \$2,125 TO UPGRADE ALARM SYSTEMS.

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, Council approved a quote from NorthEastern Automated Technologies, Inc. in the amount of \$2,125 to upgrade alarm systems.

#### ORDINANCE WORKSHOP.

Council reminded the public about a workshop for the noise and dirt ordinance that will be held January 19, 2022 at 6 p.m. at the Bloomsburg Fire Department located at 911 Market Street, Bloomsburg, PA 17815.

#### HARB PRE-APPROVAL RECOMMENDATION.

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, Council approved the recommendation to pre-approve all HARB application passed by the HARB board through 12/31/2022.

#### CITIZEN TO BE HEARD.

Corey Kreischer took the time to thank Nick McGaw for serving on Council and wished everyone a happy New Year.

The meeting adjourned into an executive session at 7:34 p.m. and lasted until 8:04 p.m. and did not reconvene.

Lisa Dooley Town Manager/Secretary/Treasurer

Thank you for attending this evening.

It is an honor to be elected mayor of Bloomsburg. I am especially humbled that I was elected representing both political parties. The work that council undertakes should be for the benefit of everyone in town and party affiliation has little to do with anything at the local level.

I am excited and optimistic for the future of this community. Town is blessed with a knowledgeable and competent staff. By working together, I hope to be able to accomplish many things that benefit Bloomsburg, but I would like any work we do in the next four years to keep the following goals in mind.

We need to continue to implement smart, effective, and efficient government services. For too long, things have been only done the way that we learned how. Resistance to change is not unique to any organization, but when we are spending tax dollars, there should always be an eye out for better ways to be doing things, not just for our staff but for the residents of town as well. Our website needs to be more user friendly; all bills, fines, and forms should be able to be paid online, and information should be able to be easily shared across departments so that citizens are not forced to fill out the same information multiple times.

The time has come to re-invest in our community. While it is great that we have Rescue Relief Act money to tackle projects that may otherwise take many years to fund, we as a council need to focus on what makes our town unique and support projects that enhance those things. Finding state and federal grant money for projects is all well and good, but when we don't budget for our long-term needs, we find ourselves at the mercy of the higher ups for our future. This is not how a community is supposed to work. The reason we pay taxes is because we recognize that some community needs are better met by the collective than the individual. Many of us can recall times when Bloomsburg was "something" different than it is today. Well, those changes didn't take place in a vacuum, they are by design or lack thereof. By identifying areas where we can receive the best return on our investment and by making incremental and calculated bets on those projects, we can work to make Bloomsburg the community that we all know it is capable of being.

This transformation will be a slow and steady endeavor, but it can begin with improving our outward appearance. Bloomsburg is a charming and well laid out community. Almost everything in town proper is within a one-mile walking distance. Streets need to be safe to cross for all residents. Residences should be well maintained and safe for renters. Trash should not be strewn about. Every community member benefits when we take pride in our surroundings and hold ourselves to a standard that says we care about the place we live in. I would like to focus on the "entranceways" of town: West Main Street, North Iron Street, and Lightstreet Road, as areas to improve in the near future then progress inward from there.

These goals are all aimed at improving everyone in Bloomsburg's quality of life. This over-arching goal should be one that all of us in a leadership position keeps in mind as we go about our work. Not everything that happens in town needs to please everyone; we should allow as much freedom as we can for people with new ideas to try things. Our park is a beautiful asset that needs more activities taking place. Neighbors should be able to get together on their blocks for barbeques in the street, (maybe even have a food truck cater your party!) Biking through town should be a convenient and pleasant experience for all ages. INTERACTING is something that we all have been lacking in person for some time now. As the pandemic eases and the road detours come to an end we all owe it to ourselves to re-

engage in our neighborhoods and community activities. Not everyone is drawn to live in a town. Those of us that CHOOSE to should strive to make this community the best that we can make it. If anyone has an idea or suggestion to improve things, I promise that I will do my best to help you along or stay out of your way.

I love this place. I love my friends and family that live here. I love my business and the opportunity that this town provides. I love the diversity that our little speck of the map has to offer. I love the natural resources in our area. I love that our country provides for endless possibilities. Bloomsburg is the best damn town in Pennsylvania and we are only going to make it better.

#### **BLOOMSBURG POLICE DEPARTMENT DECEMBER 2021 COUNCIL REPORT**

	2020	2021
Calls Station Log Book	577	465
Calls 911 Center	664	625
ACCIDENTS	6	9
TRAFFIC CITATIONS	149	317
NON-TRAFFIC CITATIOINS	10	3
CRIMINAL ARRESTS	11	11
OFFENSE REPORTS	182	305
PARKING TICKETS	168	783
OTHER DEPARTMENTAL REVENUE	The second secon	
PARKING TICKETS	\$9,015.00	\$19,529.00
RESIDENTIAL PERMITS	\$252.00	\$177.00
ZONE PERMITS	\$0.00	\$0.00
METER RENTAL	\$0.00	\$0.00
ACCIDENTS/INCIDENTS/REC CKS	\$285.00	\$410.00
DUMPSTER FEE	\$350.00	\$200.00
STREET CLOSING	\$35.00	\$25.00
BOOT REMOVAL	\$105.00	\$0.00
NON-SUFFIENT FUND (NSF)	\$0.00	\$0.00
SECOND HAND GOODS	\$0.00	\$25.00
BYOB LICENSE	\$0.00	\$25.00
EVENT PERMIT	\$0.00	\$25.00
OTHER DEPARTMENTAL REVENUE	\$0.00	\$0.00
TOTAL	\$10,042.00	\$20,416.00
WARRANTS CONTACTED	42	83
FULFILLED	32	35

Chief Roger Van Loan: Tyn F. W. Land

### BLOOMSBURG POLICE DEPARTMENT DECEMBER 2021 COUNCIL REPORT

COLLECTION YEAR TO DATE	\$106,395.40	\$157,227.39
TOTAL	\$43.00	\$7,232.64
65WPINE	N/A	\$94.00
65MKT2	N/A	\$5.75
65MKT1	N/A	\$0.00
65LIB	N/A	\$120.25
65CENTER	N/A	\$75.75
65IRON	N/A	\$260.00
65PINE2	N/A	\$260.00
65PINE1	N/A	\$257.00
65EPINE	N/A	\$134.75
65TRI	N/A	\$131.50
65EAST	N/A	\$35.00
65MAIN	N/A	\$0.00
65E4TH	N/A	\$4.75
17815	\$43.00	\$2,515.00
E 2ND STREET	\$0.00	\$254.58
LIBRARY LOT	\$0.00	\$233.01
EAST ST	\$0.00	\$449.94
EAST LOT	\$0.00	\$228.17
WEST LOT	\$0.00	\$162.60
TRIANGLE LOT	\$0.00	\$480.90
PINE AVE LOT	\$0.00	\$1,033.16
MAIN STREET	\$0.00	\$496.53
METER & APP COLLECTION:	2020	2021

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Chief Roger Van Loan:

		Officers	Criminal Arrests	Traffic Arrests	Non-Traffic Arrests	Parking Tickets
FT	Chief	Van Loan	0	0	0	0
FT as	Sgt	Rogutski	0	0	0	. 4
	Sgt	Carl	0	3	0	. 7
21, 37, 77, 81, 62, 22	Sgt	Fosse	0	. 0	0	: 10
FT.		Sharrow	1	1	1	2
FIE		Golla	0	0	0	. 0
FT		Cromley	0	0	0	2
ET		Hill	1	0	1	7
FT		Beck	1	0	0	0
FJO		Auchter	2	4	0	6
FT		Szkodny	1	2	0	0
FT.		Pfeiffer	0	0	. 0	1
FT		Edgar	1	8	0	. 3
FT		Bowman	0	10	. 1	60
FT.		Dombrosky	1	6	0	13
FT	·	Reinford	1	0	0	8
打 。	·	Thorpe	1	1	0	5
FT		Stiver	1	11	0	; 1
		Other Departments	0	0	0	
7-4		·				
	idžavič (arcija či					
PEO		Buck	0	123	. 0	315
PEO		Kubasch	0	148	0	339
PEO						000
Total	s		11	317	3	783

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My signature certifies that the above report is true and correct to the best of my knowledge.

Roger Van Loan, Chief of Police:\_

#### TOWN OF BLOOMSBURG FUEL REPORT December 2021

<u>DEPARTMENT</u>	<u>GASOLINE</u>	DIESEL
PUBLIC WORKS	372.49	505.85
RECYCLING	87.33	284.57
AIRPORT	0	0
CODE	36.41	0
FIRE	75.962	112.43
POLICE	767.92	0
TOTAL (Gallons)	1340.10	902.84

VEHICLE NO.	LICENSE PLATE	DESCRIPTION	PREVIOUS MONTH		MILES	GALLONS	DEPT.
		·	ENDING MILEAGE	ENDING MILEAGE	TRAVELED	DISPENSED	
1	98435MG	08 FORD CROWN VIC	109887	110211	324	25.10	CODES
2	MG2235M	19 CHEVY TRAX	6741	6946	205	11.31	CODES
3	EV59365	06 SPARTAN RESCUE 37	12983	13024	41	20.78	FIRE
4	EV59367	04 EMERGENCY	14404	N/A	N/A	N/A	FIRE
5	EV69526	13 FORD FIRE POLICE	7652	N/A	N/A	N/A	FIRE
6	EV71383	18 SPARTAN/TOYNE	3875	3917	42	20.03	FIRE
7	EV59369	01 EMERGENCY TRK 23	N/A	15047	N/A	25.65	FIRE
8	EV64465	99 FORD EXPLORER	73290	73921	631	43.47	FIRE
9	EV66383	92 INTL 33	N/A	359402	N/A	31.32	FIRE
10	32978MG	89 FORD UNIT 39	N/A	23161	N/A	11.18	FIRE
11	EV69314	15 KME KOVATCH	2752	3006	254	14.65	FIRE
12	(PA) H122	RESCUE BOAT	N/A	3258	N/A	21.32	FIRE
13	S. EQUIP -1	S.EQUIP - 1	N/A	N/A	N/A	N/A	FIRE
14	MG4688F	11 FORD CROWN VIC	97826	98251	425	43.44	POLICE
15	MG5589A	17 FORD EXPLORER	55365	57224	1859	146.98	POLIC
16	MG6785H	14 FORD TAURUS	76824	77276	452	36.06	POLIC
17	MG5556G	13 FORD EXPLORER	64138	64502	364	35.62	POLIC
18	MG4457B	17 FORD EXPLORER	41425	41715	290	26.46	POLIC
19	MG0874H	14 FORD TAURUS	78803	79795	992	78.61	POLIC
20	HCN5853	08 FORD INTERCEPTOR	96373	N/A	N/A	N/A	POLIC
21	MG8419J	17 FORD EXPLORER	40994	41776	782	100.66	POLIC
22	EQUIPMENT	DUI Equipment	N/A	N/A	N/A	N/A	POLIC
23	37653MG	06 JEEP LIBERTY	N/A	N/A	N/A	N/A	POLIC
24	MG67108L	K9 VEHICLE	17394	18095	701	53.30	POLIC
25	MGM0565M	19 DODGE CHARGER	9396	9666	270	20.76	POLIC
26	MG1963F	2010 CROWN VIC	85510	86347	837	101.79	POLIC
27	MG1726M	2013 EXPLORER	69164	69918	754	63.54	POLIC
28	MG1547L	DUI 2018 FORD	24461	24899	438	60.7	POLIC
29	MG0193C	06 GMC BUCKET TRUCK	39230	39447	217	34.32	PW
30	MG8286L	13 FORD HEAVY DUMP	30276	N/A	N/A	99.33	PW
31	MG8464D	2008 FORD DUMP	N/A	N/A	- N/A	30.09	PW
32	MG5687B	05 FORD F250	84344	84714	370	51.78	PW
33	MG1571J	16 FORD F550	37769	38223	454	87.60	PW
34	MG1144J	95 FORD DUMP TRUCK	N/A	N/A	N/A	N/A	PW
35	MG4971J	16 FORD 350 CHASIS	33325	33779	454	65.14	PW
36	MG5036G	12 FORD T-TAG DUMP	52227	52684	457	90.59	PW
37	(PA)	MOWER/EQUIPMENT	N/A	N/A	N/A	12.49	PW
38	EQUIPMENT	FUEL TANK ON F250	N/A	N/A	N/A	105.54	PW
39	924F1147	CAT LOADER	N/A	5260	N/A	19.26	PW
40	MG1751M	19 CHEVY TRAX	19401	19906	505	22.33	PW
41	MG-0923M	STREET SWEEPER	7437	7848	411	220.40	PW
	MG-8146L	2019 F750 DUMP TRUCK	N/A	7646 N/A	N/A	N/A	PW
42 43	MG-1152M	07 FORD RANGER	77384	77625	241	12.47	PW
			1496	1514	18	27.01	PW
44 4E	3245	2019 CAT BACKHOE				N/A	PW
45	MG5686BTNK	2005 F-250 PICK UP	N/A N/A	N/A N/A	N/A N/A	N/A N/A	PW
46	BIG LOADER	97 CATERPILLAR LOADER	• • • • • • • • • • • • • • • • • • • •				_
47	EQUIP-6032	MCCORMICK TRACTOR	N/A	N/A	N/A	N/A	PW
48	EQUIP-1468	BEAST 3680 GRINDER	N/A	N/A	N/A	N/A	RC
49	73895MG	98 DODGE LIGHT	N/A	N/A	N/A	N/A	RC
50	MG9040F	12 FORD ECONO 250	20218	20772	554	50.47	RC
51	79120MG	99 OLD DOMINION	3866	3879	13	10.84	RC
52	MG0446F	11 INTL 4X2	N/A	21974	N/A	75.02	RC
53	(PA)	TROM SCREENER	N/A	N/A	N/A	N/A	RC
54	MG46870	07 INTL CURBSIDE	40825	40976	151	75.02	RC
55	84577MG	18 INTL 4300 4X2	12090	12327	237	74.09	RC
56	7890 MG9701L	ISUZU WHITE 16' VAN	8876	9102	226	36.86	RC
57		2000 ODB Trailer	N/A	N/A	N/A	49.60	RC

# TOWN OF BLOOMSURG PUBLIC WORKS DEPARTMENT MONTHLY REPORT DECEMBER 2021

	Г	ECEMBER		YE	E	
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	REGULAR	OT	CEMENT	REGULAR	OT	CEMENT
	·					
BEREAVEMENT TIME				\$ 182.80		\$ -
HOLIDAY TIME	\$ 2,173.37			\$ 2,483.82		\$ -
PERSONAL TIME	\$ 700.52			\$ 5,392.51	\$ -	\$ -
SICK TIME	\$ 1,329.13			\$ 22,113.25		\$ -
VACATION TIME	\$ 10,022.56			\$ 32,853.87	\$ -	\$ -
WEEKEND CALL				\$ 40.80	\$ -	\$ -
A CONTROL OF A CON				\$ -	\$	\$ - \$ -
AIRPORT DAYCARE				\$ 9,156.31 \$ 174.31	\$ - \$ -	\$ -
PARK (MOWING, ETC)	\$ 1.860.07		<del>                                     </del>	\$ 49,367.29	\$ 98.49	\$ 3.20
POLICE STATION	\$ 2,143.82	<u> </u>		\$ 3,722.03	\$ -	\$ -
POOL	\$ 791.59			\$ 8,502.12	\$ -	\$ -
RECYCLING	J 771.33			\$ 1,405.11	\$ -	\$ -
TOWN HALL				\$ 4,785.91	\$ -	\$ -
TOWN SHED	\$ 3,620.92			\$ 27,467.36		\$ -
10,773,014,05,255,355,355,355,355	Ψ 2,520.72			\$ -	\$ -	\$ -
BANNERS				\$ 1,816.98	\$ -	\$ -
BARRICADES	\$ 174.31			\$ 3,399.08		s -
CHRISTMAS			$\vdash$	,		
DECORATIONS	\$ 539.92			\$ 1,968.37	\$ -	\$ -
CINDERTIP-MOVE FILL				\$ -	\$ -	\$ -
CLEAN RUNS- FLOOD		Ì				
PROJECT				\$ 6,625.68	s -	s -
COMPOST	\$ 1,381.19			\$ 20,268.70	\$ -	\$ -
CUT SHOULDER ON	•					
RIVER ROAD				\$ 3,968.67	s -	\$ -
FAIR/FAIR SIGNS				\$ 2,099.57	\$ -	\$
FIRES				\$ -	\$ -	\$ -
FLOODS			-	\$ 65.37	\$ -	\$ -
FLOWERS - MAIN STREET				\$ 3,588.08	\$ -	\$ -
FOUNTAIN				\$ 1,406.08	\$ -	\$ -
GARBAGE/ GARBAGE						
CANS LEAF PICKUP	\$ 130.74			\$ 10,816.95		\$ -
	\$ 5,676.25			\$ 17,536.15		\$ -
LINE PAINTING			<u> </u>	\$ 8,095.08	\$ -	\$ -
MOW (OTHER THAN					_	
PARK) ONE CALLS	d 102.00		<u> </u>	\$ 33,351.31	\$ -	\$ -
ONE CALLS	\$ 182.80		<b>!</b>	\$ 2,125.04 \$ -	\$ - \$ -	\$ - \$ -
PARADES				\$ -	\$ -	\$ -
PARKING LOTS (HOPPES)			!	\$ 1,685.67	s -	s -
PARKING LOTS (HOPPES)			!	\$ 1,685.67	s -	\$ -
PARTY (RAID)			<del>                                     </del>	\$ -	3 -	\$ -
FARTI (RAID)			<del>                                     </del>	-		<b>J</b>
PATCH/POTHOLES/SEAL	\$ 734788			\$ 21,335,82	s -	\$ -
PAVING	<u>в</u> 7,547.00		i	\$ 865.11	\$ -	\$ -
PLANT TREES				\$ -	s -	\$ -
RENAISSANCE				\$ -	s -	\$ -
			i			
SEWER/SEWER LATERAL				s -	s -	8 -
SIDEWALKS				\$ 348.62		\$ -
SIGNS	\$ 365.60			\$ 9,903.78	S -	\$ -
STORM CLEAN UP				\$ 31,113.84	\$ 8,178.70	\$ -
STORM SEWER/ STORM			Ì	·		
WATER				\$ 4,841.88	s -	s -
STREET LIGHT	\$ 913.99			\$ 6,446.60	s -	S -
SUPERVISON	\$ 1,836.17			\$ 70,264.16	S -	\$ -
SWEEPING	\$ 1,873.85			\$ 21,143.40	\$ -	\$ -
TRAFFIC LIGHTS/ LINES				\$ 182.80	\$ -	S -
TREE/ BRUSH/ LIMBS-						
CUT, CLEAN, TRIM &						
PICKUP	\$ 714.23			\$ 21,045.92		\$ -
VEHICLES	\$ 2,409.21			\$ 39,028.44		S -
WEED SPRAYING				\$ 5,676.17	<del></del>	\$ -
WINTER MAINTENANCE				s -	<u>s</u> -	\$ -
TOTAL AMOUNT	\$ 46,197.12	\$ -	<b>s</b> -	\$ 518,660.80	\$ 8,638.59	\$ 3.20

# Bloomsburg

#### **Permit Report**

12/01/2021 - 12/31/2021

mit #	Permit Date	Parcel Address	Main Status	Permit Type	Type of Improvement	Project Description	Flood Plain Flood Y/N		
!021219	12/20/2021	113 HEMLOCK LN	Issued	Building	Repair/Renovation	Removal and replacement of roof trusses/ rafters	No		
2021218	12/20/2021	503 CLOVER CT	Issued	Zoning	Alterations	add roof over rear deck	No		
2021216	12/9/2021	601 SUNSET DR	Issued	Building	Addition	Add a pavilion with electrical and fan to an existing elevated deck.	No		
!021215	12/7/2021	112 E MAIN ST	Issued	Zoning		Open taco restaurant business and add signage	No		
<u>'</u> 021214	12/7/2021	219 W MAIN ST	Issued	Zoning	Signs	Salon sign and zoning occupancy review	No		
!021213	12/6/2021	108B TWIN CHURCH RD	Issued	Zoning	New Construction	Addition of a pole barn			
.021211	12/2/2021		Issued	Building	Alterations	Install type kitchen grease hood per drawing provided.	No		

Records: 7

# Bloomsburg Case Report

#### 10/01/2019 - 12/31/2021

Case #	Assigned To	Owner Name	Main Status	Description	Parcel Address
Group: Cit	ation Issued			•	
210410	Ken Roberts	DEMELFI VINCENT J	Citation Issued	Unlicensed rentals (2 citations issued)	239241 W FIRST ST
210390	Ken Roberts	SLOTTERBACK DANIEL W	Citation Issued	Unlicensed rental	516518 E THIRD ST
210385	Ken Roberts	Cheryl Barlow	Citation Issued	Unlicensed rental	287 E FIRST ST
210366	Kyle Bauman	BARLOW CHERYL	Citation Issued	Municipal Waste, Unlicensed Rental (Pending Adjudication)	526528 W MAIN ST
210349	Michael Reffeor	SIMMONS TRENT L	Citation Issued	Gutter, grass, garbage	5254 MILLVILLE RD
210241	Michael Reffeor	BRADY PATRICK JAMES	Citation Issued	Weeds, paint, windows	236238 W RIDGE AVE
210235	Michael Reffeor	REIFENDIFER RICHARD & KAREN G and GEORGETTA WYNINGS	Citation Issued	Too many dogs and rubbish	217 SUMMIT AVE
210226	Ken Roberts	ALL ACCESS MONTOUR LLC	Citation Issued	Structure unfit for human occupancy (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
210223	Kyle Bauman	IVY LEA PROPERTIES LLC	Citation Issued	Roof damage & Weeds (Citations Issued)	516518 OLD BERWICK RD
210214	Michael Reffeor	KALBACH ROSEMARIE	Citation Issued	Garbage	179181 RAILROAD ST
210156	Michael Reffeor	SUSQUEHANNA RENTALS INC	Citation Issued	High grass and crumbling retaining wall	269 W FIRST ST
200510	Kyle Bauman	LEE CHESTER A	Citation Issued	Exterior Conditions in	136 E THIRD ST

200466	Ken Roberts	DEMELFI VINCENT J	Citation Issued	disrepair. Unlicensed Vehicles. (3rd citation issued) Warrant to be issued after failed appearance at District Court, (Warrant Issued. Pending Adjudication). (Plan of action completion 6-1-21 deadline)	23924 FIRST	
				Dilapidated structure (2 citations issued)		•
190042	Kyle Bauman	GROHOWSKI TODD	Citation Issued	EXTERIOR CONDITIONS (continuing to Monitor)	330 ST	LEONARD
		, and a second of the second				

**Group Total: 15** 

#### **Group: NOV Issued**

Group: NO	v issuea				
210432	Kyle Bauman	ROOSA MICHAEL D & SHELLI R DAVID M ROOSA	NOV Issued	Municipal Waste	355 E FIFTH ST
210431	Kyle Bauman	MELODY REALTY LLC	NOV Issued	Sidewalk Repairs	62 E MAIN ST
210430	Kyle Bauman	MELODY REALITY LLC - Shing Yeung	NOV Issued	Sidewalk Repairs	238 IRON ST
210421	Kyle Bauman	TIMKO JEREMY	NOV Issued	Condemnation after Inspection	492 W FIRST ST
210419	Michael Reffeor	Wandell Renee L	NOV Issued	Unsafe building	218220 E TENTH ST
210418	Ken Roberts	CENTRAL PA PETROLEUM LLC	NOV Issued	Dilapidated signage	502 W MAIN ST
210416	Ken Roberts	BOGART RONALD I & RUTH ANN	NOV Issued	(BCT) Abandoned communications tower	230 BOGARTS HILL RD
210414	Michael Reffeor	WANDELL BURT A & RENEE L	NOV Issued	Radon	904 Country Club Drive
210413	Kvle	225 WEST	NOV_	Unlicensed Rental	225 W FOURTH

	Bauman	FOURTH STREET LLC	Issued	& Pigs (waiting on legal opinion)	ST
210412	Kyle Bauman	KALETA MICHAEL R JR	NOV Issued	Unsanitary Conditions (Condemnation)	132136 W MAIN ST
210407	Ken Roberts	ELNASHAR NASSER AMIRA OSHBA	NOV Issued	Zoning Violation - Hotel	576 W MAIN ST
210405	Ken Roberts	INMAN PATRICIA J	NOV Issued	1017 side CONDEMNED - Unsanitary conditions, missing windows	10151017 CATHERINE ST
210404	Kyle Bauman	ROBERTS REALTY LLC	NOV Issued	License Revocation (Taxes)	817 MARKET ST
210402	Kyle Bauman	DEMELFI VINCENT J	NOV Issued	License Revocation (Chimney Repairs non-compliant)	184186 E ELEVENTH ST
210394	Kyle Bauman	RELIABLE APARTMENTS LLC	NOV Issued	License Revocation(Taxes)	225227 E SIXTH ST
210393	Kyle Bauman	GORDON KEVIN	NOV Issued	License Revocation (Taxes)	259261 W FIFTH ST
210391	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	Unfit for human occupancy	222230 BLACKBERRY AVE
210377	Michael Reffeor	BLOOM PROPERTIES INC	NOV Issued	Roof	326 PENN ST
210362	Kyle Bauman	WOMENS CENTER	NOV Issued	Unlicensed Rental	305309 LIGHTSTREET RD
210347	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	No rental license	222230 BLACKBERRY AVE
210328	Kyle Bauman	HEYDENREICH JOHN F	NOV Issued	Bed bug infestation (Condemnation)	538 Millville Rd
210321	Ken Roberts	TEENER BARBARA C/O THOMAS GORDON	NOV Issued	Vegetation encroaching on the sidewalk.	430 EAST ST
210309	Ken Roberts	VANSICKLE HAROLD E JR	NOV Issued	Grass and weeds	421 WEST ST
210299	Michael	STINE ROSE	NOV	Unlicensed Rental	732 CENTER

			1	1	
	Reffeor	EARNEST L HOUSER	Issued		ST
210297	Michael Reffeor	MELODY REALITY LLC - Shing Yeung	NOV Issued	Siding, spouting, unlicensed rental	238 IRON ST
210272	Michael Reffeor	Sugar Bowl Way LLC	NOV Issued	Foundation, deck, weeds	128 IRON ST
210269	Michael Reffeor	Sugar Bowl Way LLC	NOV Issued	Unsafe structure	116 IRON ST
210252	Michael Reffeor	KAYLIN MARIE BRAGAS	NOV Issued	Shade Tree	714 E THIRD ST
210215	Michael Reffeor	PENMAN JANINE	NOV Issued	Siding, weeds, rubbish	161 E FIFTH ST
210202	Michael Reffeor	KALETA MICHAEL R JR	NOV Issued	Falling debris- potential unsafe structure	140144 W MAIN ST
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.	
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
210108	Kyle Bauman	REIFF SHAWN D	NOV Issued	Infestation/ Ammonia odor	133 COLUMBIA AVE
210072	Kyle Bauman	Mark Chappel	NOV Issued	Garbage and Rubbish (hoarding mitigation)	427 E. 8th Street
200486	Ken Roberts	SNYDER ELIZABETH A RENN W SNYDER	NOV Issued	Dilapidated structure	531 CATHERINE ST
190049	Kyle Bauman	FEATHERMAN BRADLEY & CHRISTINE	NOV Issued	Exterior Conditions (ON HOLD. WAITING	571 W THIRD ST

	ON HOME GRANT APPROVAL)	

Group Total: 36

#### Group: Open

Group: Op	en				
210417	Ken Roberts	ZERBE TAYLOR R LYNN WARWICK	Open	Potential unlicensed rental	367 E FIRST ST
210415	Ken Roberts	MOSER BRUCE L	Open	(BCT) Illegally installed fence	581D EVANSVILLE RD
210401	Ken Roberts	TGR WAREHOUSING LLC	Open	Floodplain violations - No permit	913 INDUSTRIAL DR
210392	Ken Roberts	MUELLER KENNETH A	Open	(Action plan in progress) Dilapidated structure	540542 JEFFERSON ST
210389	Ken Roberts	SLOTTERBACK DANIEL W GLENN A WORTHINGTON	Open	Unlicensed rental	355 FETTERMAN AVE
210388	Ken Roberts	SLOTTERBACK DANIEL W	Open	UNLICENSED RENTAL	351353 FETTERMAN AVE
210387	Ken Roberts	SLOTTERBACK DANIEL W GLENN A WORTHINGTON	Open	Unlicensed rental	349 FETTERMAN AVE
210386	Ken Roberts	SLOTTERBACK DANIEL W	Open	Unlicensed rental	352 PENN ARGYLE AVE
210364	Kyle Bauman	ANDES BRIAN & JODELL	Open	Exterior conditions	644646 W MAIN ST
210314	Ken Roberts	VANSICKLE HAROLD E JR	Open	Unlicensed Rental	421 WEST ST
210290	Ken Roberts	SHOOP JON E	Open	Unlicensed Rental	728 POPLAR ST
210271	Ken Roberts	KBK MANAGEMENT LLC	Open	Unsafe structure	125 W MAIN ST
210270	Ken Roberts	KBK MANAGEMENT LLC	Open	Unsafe structure	117 W MAIN ST
210268	Michael Reffeor	BENNETT LAUREN S	Open	Shade Tree	518 W MAIN ST
210259	Ken Roberts	MUSSELMAN TYLER S	Open	Zoning violations	1130 OLD BERWICK RD

210208		ROOT CLARENCE E II	Open		328 E FOURTH ST
210200	Ken Roberts	COLUMBIA COUNTY H & A MECH ASSOCIATION	Open	Unpermitted construction	Bloomsburg Fair
210188	Ken Roberts	MADARA CHARLES W	Open	Fire damage	113 HEMLOCK LN
210119	Ken Roberts	MOVEMENT AND IMPROVEMENT UPLIFT FOUNDATION INC	Open	Dilapidated structure / Condemned	453 E THIRD ST
210079	Ken Roberts	KESTER ANTOINETTE	Open	Condemnation/ Unsafe structure	290 W ELEVENTH ST
210009	Charlie Fritz	TOWN OF BLOOMSBURG	Open	Credit card processing	
210006	Charlie Fritz	MUNICIPAL AUTHORITY OF THE TOWN OF BLOOMSBURG	Open	Compost site	CREDIT CARDS TRANSACTIONS
200482	Ken Roberts	KRANIG RUTH C	Open	Floodplain violations	516 FORT MCCLURE BLVD
200280	Ken Roberts	LUNGER DANIEL J	Open	Condemned/ Dilapidated structure/ grass and weeds	149 EYER ST
200122	Ken Roberts	BALDUCCI FRANK & HAZEL	Open	Structure unfit for human occupancy	254 E EIGHTH ST

Group Total: 25

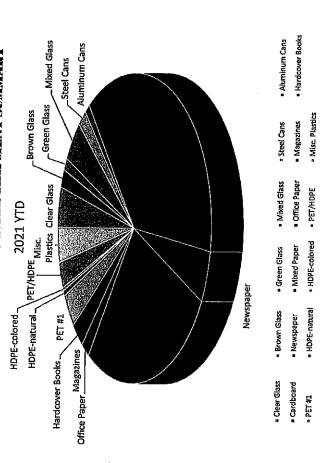


Total Records: 76 1/3/2022

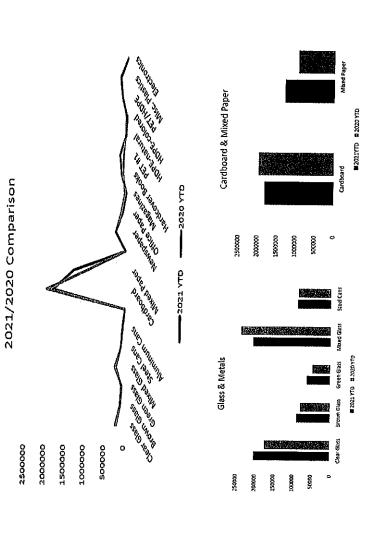
# BLOOMSBURG RECYCLING CENTER MONTHLY REPORT 2021

COLLECTIONS:	Curbside 13.64	[2]				COLLECTIONS:							a Curbside a Commercial	<ul><li>a Drop off</li><li>b Clusters</li></ul>					
DEC	23630	11250	6115	33945	0	31255	42890	42735	170605	0	0	0	42545	0	0	0	0	404970	202.49
2021 YTD 2020 YTD	173570	79610	47370	236930	86735	42905	1966100	253745	946810	128485	40375	88390	84885	38390	25855	129200	186535	4555890	2277.95
2021 YTD	201110	88750	61500	204780	88030	20800	1807015	257095	1291005	84035	0	128700	174225	26415	16430	130370	174275	4784535	2392.27
SHIPMENTS:	Clear Glass	Brown Glass	Green Glass	Mixed Glass	Steel Cans	Aluminum Cans	Cardboard	Newspaper	Mixed Paper	Office Paper	Magazines	Hardcover Books	PET #1	HDPE-natural	HDPE-colored	PET/HDPE	Misc. Plastics	TOTAL POUNDS	IOIAL IONNAGE

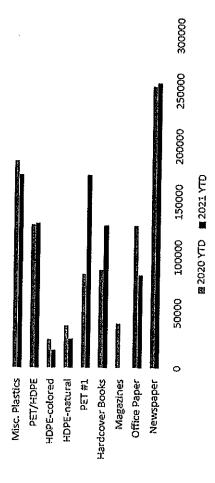
# BLOOMSBURG RECYCLING CENTER SHIPMENT SUMMARY



# BLOOMSBURG RECYCLING CENTER MONTHLY SUMMARY DECEMBER 2021



# Commodities Shipment Comparison



#### 2021 Dec. Airport Summary Page

		Inches	Gallons	Clock Gauge	Stick Gauge	
Α	Beginning Inv. Dec.	62.875	3,479.80	х		
В	31 Dec.	42.75	-2158.4	х		
			1,321.40			
	Local Fuel Sold	930.100	<del>                                     </del>			
	Transient Fuel Sold	380.60			*******	
	Total Gallons Sold	1,310.70	matches D	ec. invoicing		<del>                                     </del>
D	Courtesy Car		Danville			
	Courtesy Car		Walmart			
	Total Courtesy Car					
	Gallons Fuel purchased	44.6			<del></del>	
				Operations	<del>                                     </del>	
E	Nov. Flight Activity	Logged, not relat	ed to fuel	50		
	Many are night ops	Military	Helicopters	20	<del>                                     </del>	
		Helicopters	i i i i i i i i i i i i i i i i i i i	0	-	
		Training	<u></u>	300		
		Training		500		······································
		Training		200		
		From Fuel Log T		32		
		From Fuel Log L		40		
			Subtotal	1142	<u> </u>	
F	Anticipated # of operation	s missed in 1 mon		50		•
			Subtotal	1192		
<u> </u>	Columbia Aircraft Service	5		20		****
·	There are likely more for 0	AS in this category	/			
			Total	1212	Operations	
1	Conference Rm:		Wild For Salmon		1-Dec	
			Legacy 360		2-Dec	
			Diversified Techn	ology	16-Dec	
		\$250.00				

3 Jan 2022 Mt BJ Teichman Airport Coordinator

#### 2021 Bloomsburg Municipal Airport Aviation Fuel Summary - Thru Dec 31st

Pg. 1 of 1 Summary from 2015 thru 2021

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec	
Gallons	682	542.8	1119.4	1493	1962.9	2410.3	1714.6	1858.5	2269.8	1402.3	2,011.8	1327.6	ĺ
Testing	-22.4	-17.3	-16.5	-24	-21.3	-22.8	-23.5	-18.2	-22.4	-17	-15.8	-16.9	
Sold	659.6	525.5	1102.9	1469	1941.6	2387.5	1691.1	1840.3	2247.4	1385.3	1,996.0	1310.7	18,556.90
											-		
# 2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec	***************************************
-	1,024.70	1,077.90	1,106.90	567.00	1776	1596.8	2420.2	2477.9	2388.6	2060	1453.5	543	
1	-27.30	-20.90	-26.90	-23.90	-26.4	-25	-27.9	-24.6	-25.2	-25	-20.7	-20.1	ļ
	997.40	1,057.00	1,080.00	543.10	1749.6	1571.8	2392.3	2453.3	2363.4	2035	1432.8	522.9	18,198.60
	L												
	<u> </u>			·····		GRAPH B	ELOW COM	PARISON I	BY YEAR, U	NITS IN TH	IOUSAND	GALLONS	
	Full Yr	Full Yr	Full Yr.	Full Yr.	Full Yr	Full Yr	2015	2016	2017	2018	2019	2020	2021
1	2015	2016	2017	2018	2019	2020				i			7.18
			13019.6	14,456.10	16729	18492.5							
Yr.	Minus	Testing	<b>-1</b> 70.3	-234.3	-298.6	-293.9					16		
Total	12,535.80	4,873.30	12849.3	14,221.80	16430.4	18198.6							
							an or a few consession			14			
2015			not in place		i		12		12				
2016					Began Testing								
2016					covery system	1			Nac (Mila) s Nac (Mila)				
			ssue / rainy s										
			t of service fr			· W. contraction		4	al fil				
					land first part	of May		į			114	77.6	
2021	2021 margin increase negatively impacted fuel sales 18,556.90												
					-18198.6								
		••••			358.30	more gallo	ns this yea	r compare	d to last 2	020			
						_			<u> </u>		_		

#### BILLS TO BE ACKNOWLEDGED

January 5, 2022

<b>GENI</b>	ERAL	FU	ЛND	١:

GENERAL FUND:	
Administration	\$ 37,200.83
Town Buildings	\$ 5,608.96
Police Protection	\$ 8,970.80
Code Enforcement & Zoning	\$ 43,042.26
Emergency Management	\$ 1,027.07
Human Relations Commission	\$ 56.45
Public Works	\$ 12,203.12
Airport	\$ 418.19
Town Park	\$ 1,381.90
Shade Tree	\$ 83.85
Total	\$ 109,993.43
STREET LIGHTING FUND	\$ 6,464.70
FIRE FUND	\$ 16,758.20
RECYCLING FUND	\$ 19,186.53
LIBRARY FUND	\$ 4,090.00
POOL FUND	\$ 100.41
LIQUID FUELS FUND	\$ 3,708.31
CDBG ENTITLEMENT	\$ 43,290.00
DECEMBER PAYROLL	\$ 341,758.33
TOTAL BILLS TO BE APPROVED	\$ 545,349.91

Monday, January 4, 2022

RE: Employment resignation

To whom it may concern,

I, Kenneth J Roberts am submitting my letter of resignation per the Town of Bloomsburg employee handbook in regards to my positions as the Code Enforcement Director, Zoning Officer, Building Code Official, Property Maintenance Inspector, Floodplain Manager, right-to-know officer and Rental Inspector. I will give my notice effective today 1/4/2022 which would make my last day of employment 2/3/2022. If anyone has any questions or requests of me, please let me know and I will do my best to accommodate. Thank you for allowing me to serve in the foresaid positions for the last three years. I feel we have accomplished a great deal of progress during this time and I wish you the best in continuing this journey to further improve the Town as a whole.

Respectfully,

Kenneth | Roberts

Contractor's Ap	pplication for Paym	ent			
Owner:	Town of Bloomsbu	ırg	Owner	r's Project No.:	··· <del>-</del> ··
Engineer:	Livic Civil, LLC		Engine	er's Project No.:	1004-14
Contractor:	Glenn O Hawbake	r, Inc.	Contra	ctor's Project No.:	
Project:	2021 paving proje	cts		_	
Contract:	Town of Bloomsbu	irg 2021 Paving Projects			
Application N	io.: Final	Applicati	on Date:	12/14/2021	
Application P	Period: From	9/10/2021	to	10/15/2021	
1 Orio	ginal Contract Price	·			313,645.00
-	change by Change	Orders		**************************************	
	rent Contract Price				313,645.00
		and materials stored to	date		
ĺ	•	p Sum Total and Column		e Total)	302,305.90
5. Reta		p		See Mazzin 33	
a.		302,305.90 Work Cor	mpleted	S	
b.	0% X	Stored M	•	Š	
	Total Retainage (L	The Anna Are admitted that are Seconds		i <b>S</b> ala	
	ount eligible to date	<del>-</del>			302,305.90
	-	s (Line 6 from prior appl	ication)		
i	ount due this applic			5	302,305.90
		ding retainage (Line 3 - L	.ine 4)		30,230,59
Contractor's					
		s, to the best of its knowle	dge, the follo	owing:	
_		eceived from Owner on ac			act have been
applied on acco	ount to discharge Cor	tractor's legitimate obliga	tions incurre	d in connection with the	Work covered by
	ons for Payment;				
		quipment incorporated in			
		Owner at time of paymer			
		overed by a bond acceptal	ole to Owner	indemnitying Owner aga	unst any such
· ·	interest, or encumbra	nces); and dication for Payment is in a	eccordance w	ith the Contract Docume	ents and is not
defective.	k covered by this App	incation for rayment is in a	sccordance w	in the contract bocume	into ena io not
	Olama O	110 260,600	Tion		
Contractor:	GLENN U.	<u>Hawbaker</u>	LIIC.		
Signature:	Shuy K	· Oama-		Date:	1/4/22
Recommende	ed by Engineer		Approved I	by Owner	•
By: //	11. SA		Ву:		
	cipal		Title:		
	04/2022		Date:		
	Funding Agency				
By:			By:		
Title:			Title:		<del></del>
Date:			Date:	<del></del>	_

#### **Lisa Dooley**

From:

Lisa Dooley

Sent:

Thursday, January 06, 2022 2:02 AM

To:

Shawn Hill; Kenneth Auchter; Nicholas Thorpe

Subject:

RE: Vision update

Happy 2022,

I wanted to touch base on the vision item below. I will have this placed on the Council meeting on Monday, January 10, 2022 to switch to a cost savings plan for the employees. I have not heard anything back on this item. If there are objections to this, please let me know by January 10<sup>th</sup> as the meeting will be at 7 p.m.

-Lisa

Lisa M. Dooley

Town Manager/ Secretary/ Treasurer



E-mail: <a href="mailto:ldooley@bloomsburgpa.org">ldooley@bloomsburgpa.org</a>

Mobile: (570) 993-4045 Office: (570) 784-7123 Ext. 123 Fax: (570) 317-2003 Website: www.bloomsburgpa.org Address: 301 E. 2<sup>nd</sup> Street, Bloomsburg, PA 17815

From: Lisa Dooley

Sent: Friday, December 03, 2021 11:14 PM

To: Bradley Sharrow <bsharrow@bloomsburgpa.org>; Nicholas Szkodny <nszkodny@bloomsburgpa.org>; Shawn Hill

<shill@bloomsburgpa.org>
Subject: Vision update

Good evening,

As mentioned in a prior e-mail, the Town received several quotes for vision. The Town is currently with Guardian at the below rates (second column). After Guardian was made aware that the Town was receiving other quotes, they dropped their prices by 20%. The rates for "VBA" are by far the lowest even comparing Guardian's rate drop. Along with the lower rates, there is a \$0 copay, which is even more of a savings to the employee. I am aware of a departmental meeting next week that I am hoping the union can discuss this change. It truly has no impact to the Town, other than the legwork put into receiving the quotes. The savings would be on the employee side, rather than the Town's end per the contract. Please let me know by **Friday, December 17<sup>th</sup> at 3:00 p.m.** if it is okay to switch plans beginning February 1, 2022 to "VBA". I have attached the locations that VBA is accepted. The second attachment reflects VSP (current coverage) locations. Overall, it would save an officer on single coverage \$62.04 annually in premium (along with copay savings). It would save an officer on family coverage \$110.52 annually in premium (along with copay savings). Please let me know if there are any other questions.

Guardian- current Single: \$11.47

Town monthly cost: \$4.24 Employee monthly cost: \$7.23

Family: \$24.65

Town monthly cost: \$9.12 Employee monthly cost: \$15.53 VBA- proposed switch 2/1/2022

Single: \$6.30

Town monthly cost: \$4.24 Employee monthly cost: \$2.06

Family: \$15.44

Town monthly cost: \$9.12 Employee monthly cost: \$6.32

\$15.95

#### CURRENT Proposed Vision - Ali Guardian EyeMed in-Network In-Network Frequency of Service - Exam/Lenses/Frames 12/12/24 12/12/24 \$10 Copay Eye Exam \$10 Copay Single Vision Lenses \$25 Copay \$25 Copay **Bifocal Lenses** \$25 Copay \$25 Copay Trifocal Lenses \$25 Copay \$25 Copay \$150 Allowance \$115 allowance Frames 20% discount on balance 20% off balance \$40 allowance Contact Lenses - Fit & Follow up Exam 15% discount 10% off retail price \$130 Allowance Contact Lenses - Elective \$105 allowance 15% off balance Contact Lenses - Medically Necessary \$0 Copay \$25 Copay Lasik 15% discount off regular price 15% discount off regular | Network **VSP Signature** EyeMed Rate Guarantee l Year 4 Years Participation Requirement NA Rates Table Monthly Rates Rates Table \$7.42 Employee \$11.47 \$15.95 EE + Spouse \$24.65 \$24.65 \$15.95 EE + Child(ren)

\$24.65

Lisa M. Dooley

EE + Family

Town Manager/ Secretary/ Treasurer



E-mail: Idooley@bloomsburgpa.org

Mobile: (570) 993-4045 Office: (570) 784-7123 Ext. 123 Fax: (570) 317-2003 Website: www.bloomsburgpa.org Address: 301 E. 2<sup>nd</sup> Street, Bloomsburg, PA 17815



# **NCR Payment Solutions**

**Payment Processing Pricing Proposal** December 7, 2021

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`	. \	1	1	. \	` `	′ /	` `	` `	` `	\ '	<b>\</b> `	\	/	1	`	` /	` '	ν,	Ι,	`	\	\	1	. `	' '	' '	( )	' '	′ )	\	\	/	` \	` '	√ '	\

Kathy Smith,

December 7, 2021

Director of Finance

Kathy,

Good morning.

It is my pleasure to submit the attached proposal to the Town of Bloomsburg. Based on our discussions, the Town's goal is to implement a solution for electronic payments that integrates seamlessly with your third-party software (used for Codes and the Police department) while providing a central location for all other receivables as the Tow's needs grow. The solution should ensure the Township is PCI compliant, forward thinking, customer focused (for internal customers i.e. Finance) and for external customers.

NCR Payments Platform is specialized for Government and Utilities. We are able to provide a hosted payment page, work with existing gateways and integrate directly with software. We are one of the very few Processor/Acquirers who provide true end-to-end transaction processing in addition to hardware, software, and managed and professional services.

NCR owns the entire payment ecosystem from access to making a payment to funding; we ensure the best possible customer experience and a highly secure environment. We offer next day funding; we ACH 100% of the funds from the previous day's transactions (12:00am-11:59pm) regardless of card brand or eCheck the following day to the Town's bank account(s) as requested. NCR's platform provides a comprehensive reporting suite to ensure ease of reconciliation.

The Town will be assigned a Relationship Manager and have 24/7 access to Help Desk and Account Management support. We are committed to a great customer experience and growing electronic payment adoption.

We appreciate the opportunity to share how NCR can help the Town of Bloomsburg achieve their goals.

Pease let me know if you have any questions.

Sincerely,

Joe Lennon (850) 572-7664

## **NCR Proposal**

NCR's business model is such that we strive to generate 100% of our revenues from transactional fees. By presenting one simple pricing structure, much of the ambiguity typically presented by card processors has been removed, making it easier for the Town to anticipate the true cost which they or their consumers must incur.

CONVENIENCE FEE - All Depa	artment except Code	
•	\$3,000.00 payment limit	2.35% per amount
e-Checks	\$25,000.00 payment limit	\$1.00 per transaction
		. ,
CONVENIENCE FEE - Code		
Debit/Credit Cards*	\$1500.00 payment limit	2.65% per amount
e-Checks*	\$25,000.00 payment limit	\$1.00 per transaction
e-checks	\$25,000.00 payment limit	\$1.00 per transaction
NCR's Payment Platform - Sp	ecialized for Utility and Government	\$50.00 per month
The following items a	nd services are included:	\$0.00
• integr	ation with I-Works and others for redirect ound eCommunication - unlimited messaging	\$0.00 \$0.00
	ation/Implementation Fees	\$0.00
<ul> <li>Trainin</li> </ul>	ng '	\$0.00
<ul><li>Custor</li></ul>	mization Services	\$0.00
	are Maintenance	\$0.00
• Hostin		\$0.00
• Licensi		\$0.00
Suppo     Appus	rt Il Maintenance	\$0.00 \$0.00
IVR Pa		Not Requested
♥ IVKFa	yment	Not nequested
IMPLEMENTATION AND STAF	RT-UP / <b>No cost to the Town</b>	\$0.00
EQUIPMENT:		
	eader – 1 time payment per reader	\$300.00
NCR's preferred device	ces include the PAX S300 PAX S500,	+200.00
PAX A80, and the PAX		
<ul> <li>KIOSK - NCR's base ki</li> </ul>	osk solution available at no cost to City	Not Requested
Check Scanner – conv	vert paper check to electronic payment	Not Requested
The following item will incur	additional charges:	
Returned Checks for	R01 NSF (fee paid by customer)	\$20.00
<ul> <li>Chargeback Fee</li> </ul>	•	\$10.00

Sales Agent Name:		
Sales Agent ID#:	 	W
MCC Code:	 	

#### Acquiring Bank Disclosure (Internal Use Only)

X

**BMO Harris Bank N.A.** 8500 Governor's Hill Drive Cincinnati, OH 45249 (847) 240-6600

NCR Payment Solutions, LLC, 864 Spring

Street, Atlanta, Georgia 30308 ("NCR" or

boarded on the TSYS platform, NCR will

act as payment processor for Merchant

in connection with Transactions under

the Agreement, except for American

Express (OptBlue) card transactions,

processor, and Discover Network card

processor and NCR will act as acquirer.

where TSYS will act as acquirer and

transactions, where TSYS will act as

"Processor") Notwithstanding the

foregoing, where the Merchant is



Esquire Bank 320 Old Country Rd., Ste. 101 Garden City, NY 11530 (516) 535-2002



People's Trust Company 14th Floor 888 Dunsmuir St. Vancouver, BC V6C 3K4 Canada (604) 683-2881

#### **Processor Disclosure**

#### Member Bank Responsibilities

### 1. The Bank is the only entity approved to

- extend acceptance of Payment Network products directly to a Merchant.
- 2. The Bank must be a principle (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Operating Rules which Merchants must comply; this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- 5. The Bank is responsible for all funds held in reserve.

#### **Important Merchant Responsibilities**

- Ensure compliance with cardholder data security and storage requirements.
- 2. Maintain fraud and chargebacks below Payment Network thresholds.
- 3. Review and understand the terms of the Merchant Agreement.
- Comply with Payment Network rules.
- 5. Retain a signed copy of this Disclosure Page.

The responsibilities listed above do not supersede the terms of the Agreement (as defined below) and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant have any problems.



Merchant's Signature

Date

3 - C (2)

Merchant E	lusine	ess Info	rmati	on									
Legal Name ("Merchant") Town of Blooms	sburg							or Trade Name Bloomsbu				Federal <sup>-</sup>	Гах ID
Legal Address 301 E. 2nd Stre	et					City Bloc	msbu	ırg		State PA		Zip Code 1781	
DBA / Location Address (I	P.O. Baxes r	not allowed)				City				State		Zip Code	
DBA Phone Number: (570) 784-7123			Fax					ite (URL): msburgp	a.org	•			
Contact In	forma	ation (se	lect all th	nat apply)	:: 🔀 Асс	ount Mai	ntenanc	ce 🗙	Statem	ents .	PCI	X Charg	ebacks
Name Heather George	)				email financeff	@NCR	.com				Phone <b>866-75</b>	6-6041	
Business Ty	Ş.	Corner	ation	Corne	ention sim	_		sweets 2, 75		87000000			STATE
Individual/Sole Pi		Corpor Private		Public	oration cly Traded	Non-Pi	AT 1	Partner	v.)	<b>X</b> Gove		LLC LLC	
Years in business: 151	, ,	gth Owned: s: 151 <sub>Mont</sub>	hs:	٠ . ا	ankruptcies? Yes 🔀 No	If Yes, who	en was the	e Filing Date?	ECENTER'S	Bankruptcy No		If Yes, when was : N/A ·	the Filing Date?
Does this location currently Yes No	take AMER	ICAN EXPRESS**/	VISA*/MAST	rercard*/di	SCOVER Network*?	Reason fo	r leaving?						
Average Ticket Amount: \$ 75.00	·	Highest Ticke \$ 3000.0			Monthly Credit/D \$ 22000	ebit Card V	olume	Maximum D			# of Da 10	illy Transaction	5;
Nature of B	usine	<b>S</b> \$	. Walker	1 247. 1 228. 1 238.		14.20 15.1		A. A. A.				1.8 7 2 7 1.8 1.1 1 1.8 1.8 1.8 1.8 1.8 1.8 1.8 1.8 1.8 1.	
What type of service or pr Government Se		ing sold:						Merchant Ty Retail	Seemen 2	estaurant	МО	оло 🗵 в	-Commerce
Sales Method: (by percent Card Present 15 %	total shou Internet		il Order	% Ph	one 5 % M	lobile	%	When is the co	Name and Address of the Personal Persons of the Per	? n Shipment	X Oth	ner	
When is the product or se Time of Sale: 1-3 Day	Belling 1999	g1007295	0 Days	11-15 Day	s 30+ Days	Recurring Payments	%	(If other, plea Point of					
Seasonal Sales?	If yes, inc	licate months o	pen; N/A			Wh	at day(s)	of the month	· N/A				
X No Yes	Refund P	olicy: No Refur	id 🗍	Other:	Based on o	current	pract	ice					
Do you use a third party fi Do you use any third-part				53	s, provide name a				e and cont	act info belo	ow. (Provide	Phone: <b>N/A</b> separate page	
Vendor Name; N/A							Type of N/A	f service:	1	iail: I/A			
Address: N/A					City N/A		State N/A			Code /A		Phone N/A	

TRUE VALUE OF THE

Card Brands to Accept						FCS.#
US Processing VISA Maste		Master		press EE	8T (requires addition	nal setup)
Additional Processing: PPD PPD ACH Processing	CCD	WEB	TEL (ACH)	requires suppo	orting documents)	er van varianten de Pais II van er Re-fan Sus de la 177
Card Not Present Question	nnaire					
What percentage do you sell to: Business (B2B) 1 % Consumer (B2C) 99 %	Do you sell:    Locally   Nati	1	o you sell a service or product?  Service Product	Do you own the	e product/inventory? No	Is the product stored at the DBA address above?
Address: N/A			ty I/A	State N/A	Ziρ Code <b>N/A</b>	Yes No If No, include address.
How do you advertise? (catalogs, magazines, internet, etc	promise	/A			A	
Are any other companies involved in the accepting, shipp service or product, or the billing of the customer?	arres	you current ount: N/A	ly take payments: How many ch Total Amount: \$	argebacks did yo	ou have for the previo	us year?
Merchant PCI DSS information			PCI Vendor			
Is your organization currently compliant with Card Industry Data Security Standards (PCI DS	1 1	O No	Aperia - provide	ed at no co	st by NCR	
Merchants may opt out of the Processor's Powith minimum coverage of \$50,000. Suppor properly complete the steps required to becevidence has been provided.	ting documentation	n can be	provided directly to the	Customer S	upport team, All	Merchants that do not
<b>8</b>						
Merchant's Signature					Date	

A TOTAL OF THE PARTY OF THE PAR

Bank Informa	i <b>tion</b> (Main De	eposit account)						
Bank Name				Account Nan	e	Ac.	count Type	
Routing #				DDA Account	ŧ	A	ccount Type	
Authorized Re	epresenta	tive and Sig	natory	Inform	ation			
Authorized Representative/Sig Insert information 1	-	thorized to exec	cute this a	ıgreemen	t			
Residence Address: 301 E. 2nd Street			City Bloomsb	ourg	State PA	Zip Code 17815		Country US
Email Insert email addres	SS S				Home Phone Insert Office I	Number	Mobile Pho	ne
Social Security # N/A			,	• • •	Date of Birth N/A	,	US Citizen Yes	No
Ownership % (if owner): N/A	Owner Since:	Driver's License #		<u>.</u>	State N/A	Issue Date	<u> </u>	Expiration Date N/A
Beneficial Ow	ner and C	ontrol Perso	on Infor	matio				#44.5 (1) 1
(1) The following informulationship or otherw								
Name Not Applicable			Title		U.S Person: SSN	Date of Bi	-th	Ownership (%)
Address					City	State		Zip
Not Applicable  Name			Title		U.S Person: SSN	Date of Bi	th	Ownership (%)
Not Applicable			<u> </u>		- City	State		793
Address Not Applicable					City	State		Zip
Name Not Applicable			Title		U.S Person: SSN	Date of Bi	th	Ownership (%)
Address Not Applicable					City	State		Zip
Name Not Applicable			Title		U.S Person: SSN	Date of Bir	th	Ownership (%)
Address Not Applicable					City	State		Zip
Non-U.S. Person(s): In lieu of document evidencing nationali				ın alien identifica	ation card number, or numb	per and country of	issuance of any o	ther government-issued
(2) The following information officer or senior mana President, Vice President section (1) above may	iger (e.g., Chief ent, Treasurer); c	Executive Officer, or any other individ	Chief Finan	cial Officer,	Chief Operating (	Officer, Mana	ging Membe	er, General Partner,
Name of Owner Not Applicable					U.S Person: SSN	Date of Bir	th	Ownership (%)
Address Not Applicable			T 1811		City	State		Zip

73

#### Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. When you open an account, NCR will request your name, residential/physical address, date of birth, taxpayer identification number and other information/documentation that will allow us to identify you. The undersigned entities/individuals hereby unconditionally authorize NCR, Bank or its agents to: (1) update such information periodically throughout the term of the Agreement; and (2) investigate the information and references contained in this Application, and to obtain additional information about the Merchant and such individuals by obtaining credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals listed in this Application as an owner, general partner, control person, authorized representative, Signatory or Guarantor of Merchant, or providing their Social Security Number on this Application.

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. The formation of legal entities can be used to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute these crimes. For more information go to https://www.federalregister.gov/documents/2016/05/11/2016-10567/customer-due-diligence-requirements-for-financial-institutions.

#### **IRS Reporting Verification:**

Payment settlement entities are required to report to the Internal Revenue Service the amount of reportable payment card transactions. Merchant will receive an annual 1099-K providing details of your previous year's reportable payment card transactions with a copy filed electronically with the IRS. THE BUSINESS INFORMATION MUST MATCH IRS RECORDS, AND SHOULD BE THE SAME AS THE INFORMATION LISTED ON YOUR INCOME TAX RETURN. IF YOUR INFORMATION DOES NOT MATCH IRS RECORDS, THE PROCESSING OF YOUR APPLICATION MAY BE DELAYED AND YOU MAY BE SUBJECT TO MANDATORY BACKUP WITHHOLDING AS REQUIRED BY IRS REGULATIONS.

#### **American Express Disclosure:**

Existing Accounts: If you currently accept American Express (Amex), and your annual Amex volume is \$1MM or more, you must provide your 10-digit AMEX SE #. This number will remain unchanged when you begin processing with NCR. Existing Amex SE#: Not Applicable

**New Accounts:** If you do not currently accept Amex, and your annual volume is less than \$1MM, we will establish an Amex account for you so you can start accepting Amex payments. If after you begin processing with us your Amex volume increases to more than \$1MM annually, you could be converted to an Amex direct account, in accordance with the terms of the Agreement. If you do not currently accept Amex, and your annual volume is \$1MM or more, you will need to contact Amex to set up a direct account.

**OPT-OUT OF AMEX MARKETING COMMUNICATIONS:** If you do not wish to receive future commercial marketing communications from Amex, email customer service at assist.payments@ncr.com or check the box below. Opting-out of marketing messages will not preclude Merchant from receiving important transactional or relationship communications from Amex.

Opt-Out of Amex Marketing: N/A

**Third Party Services Disclaimer:** Merchant may select to participate in third-party services that are not provided by Bank. Merchant agrees that Bank is not a party to any agreement for services that are provided by a third-party and any such agreement is strictly between Merchant and the company providing the service. Merchant must be approved by each third-party company and each company may send its terms and conditions to the address of Merchant indicated herein upon such approval. Merchant agrees to be bound by such company's terms and conditions.

Privacy Policy: NCR's privacy policy is located at: https://www.ncr.com/privacy.

#### Acknowledgments and Signatures

This Merchant Application, including any other applicable, amendments, schedules, exhibits, attachments and addenda hereto, as amended (the "Application") is subject to review and approval by NCR and Bank. Merchant acknowledges receipt of the Merchant Card Processing Terms and Conditions located at https://www.ncr.com/terms-and-conditions/ under the link 'Payment Solutions – Merchant Terms and Conditions' (the "Terms & Conditions"). This Application and the Terms & Conditions are collectively referred to as the "Agreement". All capitalized terms that are not defined in this Application have the meanings specified in the Terms & Conditions.

This Agreement is between NCR Payment Solutions, LLC ("Processor" or "NCR"), the legal entity or sole proprietor identified as the merchant on the first page of this Application (the "Merchant") and the Bank. Bank is a member of Visa, U.S.A., Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"). NCR is a registered acquirer of Discover Financial Services, LLC ("Discover").

The undersigned individual ("Signatory") represents and warrants that Signatory is authorized to sign on behalf of Merchant and to bind Merchant to the terms of this Agreement. By signing below, Signatory certifies, on behalf of Merchant, that: (1) Merchant has received a full and complete copy of the Agreement; (2) Signatory has read, understands, and accepts all of the terms and conditions in the Agreement, and (3) all information provided in this Application is true, accurate, and complete.

Signatory, on behalf of Merchant: (1) agrees to be bound by the terms of the Agreement, including the venue, jurisdiction and choice of law provisions in the Terms and Conditions; and (2) acknowledges that Merchant understands and agrees to comply with the Rules.

Signatory authorizes NCR or its representative to: (1) perform a background investigation on Signatory and Merchant using a third-party credit reporting agency or other third party; (2) provide information in this Application to third parties for fraud and risk purposes; and (3) perform an initial and ongoing comprehensive credit inquiry or investigation.

Merchant irrevocably authorizes NCR to initiate Automatic Clearing House ("ACH") debit and/or credit entries from and to the designated bank account(s) for all fees, costs, and amounts due to NCR or payable to Merchant pursuant to this Agreement and the ACH rules and regulations. If a credit or debit entry is erroneously initiated, Merchant authorizes NCR to correct the error. This ACH Authorization will remain in full force and effect until NCR has collected payment on all fees, costs, and amounts due or which may become due pursuant to the Agreement. The designated bank account may not be changed or altered without thirty (30) days' prior written notice to NCR and the execution of any forms required by NCR.

Whether or not NCR approves Merchant's Application, Merchant's submission of a transaction for processing, whether to NCR, Bank or NCR's third-party providers, is an expression of Merchant's consent to the terms of the Agreement. Merchant acknowledges and agrees that the Terms & Conditions are available at https://www.ncr.com/terms-and-conditions/ under the link for 'Payment Solutions – Merchant Terms and Conditions' and may be amended, revised, changed, or supplemented pursuant to relevant sections of the Terms & Conditions. The acceptance and processing of Transactions by Bank and/ or NCR shall be deemed the consent and execution by NCR and Bank of the Agreement and will evidence NCR's and Bank's receipt, approval of, and agreement to this Application signed by Merchant.

This Agreement supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. No modifications, alterations, or manual changes (including the deletion of fees) made to the Agreement will be effective unless NCR consents to such changes in a separate writing. This Agreement may be ex-ecuted in several counterparts, each of which will be deemed an original, but all of which together constitute one and the same Agreement. A signature or other indication of acceptance received electronically or via facsimile shall be legally binding for all purposes and equally effective as an ink signature.

Merchant Legal Name:		Date
Signatory Signature:	⊗	
Signatory Name:		<del> </del>
Signatory Title:		

#### Unlimited Personal Guaranty

As a key inducement for NCR and Bank to enter into the Agreement (as defined above), each individual or entity signing below (a "Guarantor") agrees to be bound by all the terms and provisions of the Agreement the same as Merchant (as defined above). Each Guarantor understands that the Agreement may be renewed, extended, or modified from time to time (including with regard to fees and to Merchant's payment obligations) without notice to Guarantor, even if the modifications and/or extensions increase Guarantor(s)' obligations hereunder. Guarantor(s), individually and severally, also unconditionally and personally guarantee the Merchant's full performance of its obligations under the Agreement. Guarantor(s) understand and agree that the NCR or Bank may proceed directly against Guarantor(s) without first exhausting remedies available against Merchant. Moreover, in the event Guarantor(s) is or are natural person(s), this guaranty is continuing and shall survive the death of Guarantor(s) and be binding on Guarantor(s)' heirs and estate, without any diminution of the rights of NCR or Bank with respect to the guaranty. To the fullest extent permitted by law, Guarantor(s) waive all rights and defenses available to Guarantor(s) respecting the Bank or NCR's enforcement of this guaranty. Without limiting any of the foregoing, each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (i) the Agreement cannot be enforced against the Merchant; (ii) either NCR or Bank makes or agrees to changes or modifications to the Agreement; (iii) NCR or Bank releases any other Guarantor or the Merchant from any obligation under the Agreement; (iv) a law, regulation or order of any public authority affects the rights of either NCR or Bank under the Agreement; or (v) anything else happens that may affect the rights of either NCR or Bank against the Merchant or any other Guarantor. Each Guarantor further agrees that: (vi) NCR and Bank each may delay enforcing any of its rights under this guaranty without losing such rights; (vii) NCR and Bank each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor; and (viii) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either NCR or Bank in connection with the enforcement of any terms of the Agreement or this guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.

Guarantor Signature:	⊗
Print Name:	Not Applicable
Date:	Not Applicable
Home Address (no P.O. box)	Not Applicable
Date of Birth:	Not Applicable
Phone Number:	Not Applicable
Guarantor Signature:	⊗
Guarantor Signature: Print Name:	⊗ Not Applicable
Print Name:	Not Applicable
Print Name: Date:	Not Applicable  Not Applicable

#### **Schedule A Amendment**

Date

Merchant Name: Town of Bloomsburg

Boarding Set Up	
1. CIS system utilized	I-Works & Police Department
2. Web module utilized	NCR
3. IVR system utilized	NCR
4. POS system utilized	NCR EMV
•	EMV Certified Card Readers TBD
5. POS device(s) utilized	9399
6. Merchant Category Code (MCC)	
Set up Fees	\$0.00 - no cost to the City
FIXED Recurring Fees	\$0.00 - no cost to the City

Transaction Charge				in the second second
Payment Type	Payment Method	Minimum Payment Limit	Fee Per Transaction	Fees Paid by
All Except Listed Below	Credit/Debit Cards	\$3,000.00	2.35%	Payer
Codes	Credit/Debit Cards	\$3,000.00	2.65%	Payer
All Payments	eCheck	\$25,000.00	\$1.00	Payer
	Transfer of the second section of the			

	EMV Swipe Readers - \$ 300.00
Options	one-time cost Kiosk - To be determined based on model
Charge-backs (credit cards)	\$10.00 per charge-back - paid by client
NSF Check Returns	\$20.00 paid by payer

The rates fisted under Transaction Charges include interchange and other fees, charges and assessments imposed by the Bank or Payment Networks. Transactions that are not fully qualified transactions may be subject to mid-qualified or non-qualified rates and fees based on their interchange qualifications. Any rates and other percentage fees are calculated by multiplying the applicable rate or percentage fee by the value of each settled transaction on a per transaction basis. Other fees that are per item, per transaction or assessed periodically will be charged as indicated on each irrelation about Processing Fees, and Section 11 of the Terms & Conditions for more information about Processing Fees.

#### Acknowledgment&Signature

The undersigned individual ("Signatory"), on behalf of Merchant, agrees: (1) that this Schedule A replaces any prior pricing exhibit or schedule with NCR with respect to the services listed herein; (2) to be bound by the Merchant Card Processing Terms and Conditions located at: https://www.ncr.com/terms-and-conditions under the link 'Payment Solutions - Merchant Terms and Conditions' (the "Agreement"); and (3) that the Agreement replaces and supersedes any prior agreement with NCR or its affiliates with respect to Merchant's payment processing and related services. Signatory represents and warrants that Signatory is authorized to sign on behalf of Merchant and to bind Merchant to the terms of the Agreement. By signing below, Signatory certifies, on behalf of Merchant, that: (1) Merchant has received a full and complete copy of the Agreement; (2) Signatory has read, understands, and accepts all of the terms and conditions in the Agreement.

Signature Print Name/Title Date



#### **TOWN OF BLOOMSBURG - TOWN HALL CODES OFFICE**

08/20/21

#### AUDIO SYSTEM

#### I Aiphone Indoor Master Station

Aiphone indoor compact master station can answer and communicate with up to three remote stations. Indoor sub stations or door stations can be used. Ideal for monitoring a room or where simple hands-free communication is required.



#### 1 Aiphone Door Station, Stainless Steel Audio SU

This a 1-gang Door Station, stainless steel vandal proof and weather resistant sub station designed for use with the LEM, LEF, LAF/LDF-C, AP-M, and MP-S systems. This unit is constructed with 12 gauge stainless steel and can be flush mounted into a 1-gang box, or surface mounted. This unit includes tamper proof screws and a tool for installation.



#### 1 Aiphone 1 GANG SURFACE MOUNT BOX

This is a 1-gang surface mount box that is weather resistant, vandal-resistant, inside space for cabling.



#### 1 Aiphone 6V DC Power Supply, 200MA, 110V Input, UL

6V DC, 200 mA Power Supply UL Listed, 12" ground wire to connect to earth or electrical ground



Area Total

Equipment \$456.18

6290 Old Berwick Road Bloomsburg, Pa 17815 Phone: (570)387-6940 Fax: (570)387-6941 Toll Free: (877)937-6328

www.northeasternautomated.com

#### PROJECT/SUMMARY

Quotation includes installation of the listed components, calibration and system programming. Price guaranteed for 30 days from date of quotation. Térms: 50% down, 50% upon completion. Credit card charges over \$500.00 will incur a 4% fee. NorthEastern Automated Technologies, Inc. (NEAT, Inc.) is a professional electronic/integration firm. Neat, Inc. is registered and insured in the state of Pennsylvania. Neat, Inc. strives to provide accurate estimations of both time and materials. Equipment models and the scope of work may change based on product availability and scope of work alterations. This quotation may be accepted via email or facsimile.

TOTAL	\$791.18
Tax	<u>\$0.00</u>
Installation Total	\$285.00
Cable & Hardware	\$50.00
Equipment Total	\$456.18

#### Signature

6290 Old Berwick Road Bloomsburg, Pa 17815 Phone: (570)387-6940 Fax: (570)387-6941 Toll Free: (877)937-6328

www.northeasternautomated.com



### COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

October 6, 2021

The Honorable William Kreisher Mayor, Town of Bloomsburg 301 East Second Street Bloomsburg, PA 17815 via email: wkreisher@bloomsburgpa.org

Dear Mayor Kreisher:

On behalf of Governor Tom Wolf, it is my pleasure to inform you that the Department of Community and Economic Development (DCED) has approved a grant in the amount of \$445,000 for the Town of Bloomsburg (202008125902) to support the Honeysuckle Lane Stormwater Mitigation Project. These funds are provided through the Department's 2012 CDBG-Disaster Recovery (CDBG-DR) Program, PL112-55.

The contract for this approved grant will be sent to your office for electronic signature. It is important that you follow the instructions and execute the signatures as soon as possible. DCED will provide additional guidance to the Town of Bloomsburg, under separate cover, regarding the implementation and administration of these Disaster Recovery Funds. This guidance must be fulfilled prior to drawing any funds under this contract. If you have any questions concerning this grant, please contact Donna Enrico, Economic Development Consultant, Center for Community Development Operations, at (717) 720-7343.

Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (800) 932-0665.

The Department of Community and Economic Development is prepared to provide you with any technical assistance or guidance.

My congratulations and best wishes for a successful project.

Sincerely,

Dennis M. Davin Secretary

 $Federal\ Funding\ Number-B-12-DT-42-0001$ 

cc: Rick Vilello, Deputy Secretary, Community Affairs and Development, DCED Geralee Zeigler, Program Analyst, via email: gzeigler@seda-cog.org

August 12, 2020- SEDA-COG submitted a CDBG-DR application on the Town's behalf which included three activities:

1.) Honeysuckle Lane Project \$450,000 2.) Kinney Run Project \$116,500

3.) Voice Capable Emergency Sirens \$130,000

Total: \$696,500

Note: SEDA-COG did not charge an administration fee for the application.

October 6, 2021- DCED awarded the Town one of the three grants. Honeysuckle Lane Project in the amount of \$445,000

October 12, 2021- Environmental Review process started for Engineering & Project clearance (separate ERs).

November 16, 2021- Request for Quotations (RFQ) for Architectural/Engineering Services let.

December 14, 2021- SEDA-COG, on behalf of the Town, opened two proposals submitted for the RFQ for Architectural/Engineering Services.

January 3, 2022- Phone call with SEDA-COG

No administration funds allocated with the \$445,000 grant award.

Administration 2%-\$8,900

\$5,000 short grant award from the original request.

Legal costs for easement work are not included (estimated to be \$5,000).

Total of uncovered projected costs: \$18,900.

There is a 10% contingency built in to grant project budget-\$33,600.

Won't know project base total until bids are open.



# Town of Bloomsburg Recommendation Memo Community Development Block Grant Disaster Recovery (CDBG-DR)

TO:

Lisa M. Dooley, Town Manager/Secretary/Treasurer

FROM:

Geralee Zeigler, Program Analyst

Flood Resiliency Program

DATE:

January 6, 2021

SUBJECT:

Community Development Block Grant Disaster Recovery

Honeysuckle Lane Stormwater Mitigation Project Recommendation to Award Professional Services

Our office has reviewed two (2) proposals received on or before 11:00 a.m. on December 14, 2021, for the Professional Engineering Services associated with the Community Development Block Grant Disaster Recovery (CDBG-DR) on behalf of the Town of Bloomsburg. All proposals have been carefully reviewed based upon the evaluation criteria detailed in the Request for Quotations (RFQ).

After much consideration, we are recommending that the Town contract with LIVIC Civil for its project engineering needs. The recommendation to choose LIVIC Civil was made based on the following criteria:

- The adequacy of the proposal was desirable and included a very detailed project approach.
- The firm has relevant experience working with stormwater projects.
- If the need arises for additional meetings during the engineering services contract period, they
  have agreed to attend additional meetings at no additional cost.
- The firm has stated that they are well suited to coordinate with adjacent property owners, as they have a working relationship with Geisinger and Bloomsburg University.

Due to the criteria listed above, we feel that LIVIC Civil has the best ability to meet the needs of the CDBG-DR Honeysuckle Lane Stormwater Mitigation project.

We further suggest that the Town seek legal opinion as to if the Town can award to LIVIC Civil under this RFQ. The Town is of the opinion that it conducted procurement in a manner that provided full and open competition, per 2 CFR § 200.319. Further, the Town did not have a contractor or engineer develop or draft specifications, requirements, statements of work, or invitation for bids as it relates to this project and therefore, did not need to exclude any entity from competing during the undertaking of the RFQ.

Please feel free to contact me with any questions.

### REQUEST FOR QUOTATIONS FOR PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

### HONEYSUCKLE LANE STORMWATER MITIGATION PROJECT TOWN OF BLOOMSBURG, COLUMBIA COUNTY

RFQ OPENING: December 14, 2021 at 11:00 A.M. LOCATION: SEDA-Council of Governments, 201 Furnace Road, Lewisburg, PA 17837

#### PROJECT COSTS RESULTS

	ENGINEERING FIRM	I. PROJECT DESIGN, SPECIFICATION, REQUIRED MEETING ATTENDANCE, BIDDING AND OTHER ENGINEERING SERVICES	II. PROJECT CONSTRUCTION SUPERVISION INDICATE PROJECT DURATION AND FREQUENCY OF VISITS	TOTAL LUMP SUM	LUMP SUM COST FOR ADDITIONAL MEETINGS, IF REQUESTED BY THE TOWN
$\hat{\mathcal{C}}$	70	41,990.00	9,610.00	51,600%	150.00
(F)	HUCCIVIL	51,000.00	12,000.00	63,000.°°	0.00
					4
,					
	11: 1/10/20	<u> </u>		(10000	7 Jaion D

Opened By:

Witnessed By:

Mala



January 5, 2022

Lisa Dooley, Town Manager/Secretary/Treasurer 301 East Second Street Bloomsburg, PA 17815

Dear Lisa:

Attached, please find two original Professional and Administrative Services Agreements between SEDA-Council of Governments (SEDA-COG) and the Town of Bloomsburg, related to the Community Development Block Grant Disaster Recovery (CDBG-DR), C000080646.

Once the Agreement has been reviewed and approved, please have both originals signed and witnessed and return both original agreements to SEDA-COG to my attention. I will then have the Agreement executed by our Executive Director and will provide the Town with a fully executed original.

If you have any questions, please do not hesitate to contact me, 570-524-4491.

Sincerely,

Geralee Zeigler, Program Analyst

Flood Resiliency Program

**Enclosures** 



### PROFESSIONAL & ADMINISTRATIVE SERVICES AGREEMENT

Made and entered into this 10th day of January, 2022

#### By & Between

**Town of Bloomsburg**, COSTARS Member Number 1433, hereinafter referred to as **TOWN**, with its principal place of business at 301 E. Second Street, Bloomsburg, PA 17815.

#### And

**SEDA-Council of Governments**, hereinafter referred to as **SEDA-COG**, with its principal place of business at 201 Furnace Road, Lewisburg, PA 17837,

The Agreement shall be effective between October 6, 2021, and June 30, 2023.

#### WITNESSETH THAT:

WHEREAS, TOWN has been awarded a Community Development Block Grant Disaster Recovery (CDBG-DR), C000080646; and

WHEREAS, TOWN desires SEDA-COG to provide a portion of the professional and administrative services required by the Grant; and

WHEREAS, SEDA-COG has the required expertise and desires to provide these professional services; and

WHEREAS, SEDA-COG is considered a contractor based on the regulation, 2 CFR 200.331; and

WHEREAS, SEDA-COG has a standing ITQ (4400007410) for the provision of "Technical Assistance – Federal Grant and Loan Program" with the PA Department of General Services (DGS) and is an approved COSTARS provider under Contract Number 4400014141, satisfying the procurement requirements of the CDBG-DR program; and

NOW, THEREFORE, and in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree, with the intention of being legally bound hereby:

#### I. SERVICES

SEDA-COG agrees to provide to TOWN the services hereinafter described:

#### A. Application Preparation and Project Selection

\$0.00

SEDA-COG will coordinate all steps necessary to submit TOWN's application, including the following:

#### 1. Technical Assistance

At the direction of TOWN, SEDA-COG shall provide direct assistance to the municipality, groups, and organizations in capacity building and problem solving. The principal purpose of this assistance shall be to help in developing eligible and fundable CDBG-DR activities. The technical assistance service, however, may also guide these entities toward other funding sources, self-help alternatives, or local capacity building.

#### 2. Outreach and Explanation of Program

Initial outreach will include preparation of special notices for publication in local newspapers inviting public participation and comment in the development of the application. SEDA-COG will conduct an initial public advertisement to provide information on the CDBG-DR Program, answer questions, and receive activity suggestions for activities to be funded.

#### 3. Application Preparation

SEDA-COG will prepare all required application forms for submission to the Department of Community and Economic Development (DCED). SEDA-COG will prepare any and all resolutions and statements of assurances for execution. Furthermore, within the activity narratives, SEDA-COG will describe the proposed activities to provide proof of eligibility and fundability to DCED. SEDA-COG will describe TOWN's priorities in selecting activities, and any special circumstances surrounding the activities chosen for CDBG-DR. For each selected activity, SEDA-COG will complete the requisite activity description forms. SEDA-COG will provide preliminary budget information and cost estimates, site maps, and/or sketches of the improvements, and a timetable for completing the activities. SEDA-COG shall assemble the complete application in a professional manner and will provide one (1) electronic copy to TOWN, with additional copies provided, upon request.

#### 4. Public Comment and Application Submittal

SEDA-COG will prepare advertisements and notices announcing Council's proposed activities to the citizens of TOWN. SEDA-COG will submit TOWN's application to DCED on or before the published due date and will act as an agent for the TOWN Council if any questions arise about the application's content.

#### B. Grant Administration

\$8,900.00

As grant administrator, SEDA-COG will provide any and all administrative services necessary to comply with grant regulations from the date TOWN's grant is approved until all activities are complete and Close-out reports are submitted to DCED. SEDA-COG services are intended to provide TOWN with complete adherence to any administrative regulations, as well as professional

expertise in more effectively managing block grant dollars. DCED's CDBG-DR June 2020 Program Guidelines indicated, "Administrative funds are not to be included in the submission of a proposal." As such, the grant agreement between DCED and the TOWN does not include administrative funds as a budgetary item and cannot be paid for by the grant.

SEDA-COG's grant administration services include the following:

#### 1. Contract Review and Execution

SEDA-COG will review the contract between DCED and TOWN to assure accuracy and to make TOWN aware of any special conditions or exceptional clauses that may impact upon the usability of the grant funds. SEDA-COG will coordinate the execution of all necessary documents. SEDA-COG will maintain a complete record of these documents for TOWN at the SEDA-COG offices.

#### Reports Generation

In accordance with DCED regulations, SEDA-COG will prepare Disclosure Reports for TOWN, identifying the financial beneficiaries of the grant expenditures. SEDA-COG will also prepare all required reports describing the progress of activities, and the status of TOWN's CDBG-DR funds, including:

Additional Fund Receipt
Applicant Data for Direct Benefit Activities
Beneficiary Report for Low-Moderate Area Projects
CDBG-DR Flagged Activity Report
Equal Employment Opportunity
Fair Housing Report
Labor Standards Enforcement Report
MBE/WBE Contractor and Subcontractor Activity Report
Monitoring Activity Progress Report (MAPR)
Section 3 Summary Report (if applicable)

SEDA-COG will also correspond, as necessary, with DCED on TOWN's behalf to provide any special updates on TOWN's activities.

#### 3. Financial Management

SEDA-COG will establish and maintain a computerized tracking system for TOWN's CDBG-DR Program. SEDA-COG will also set up and maintain the US Housing and Urban Development Integrated Disbursement and Information System (IDIS), creating activities and reporting impacts. Information reported through the IDIS system will include Accomplishments and Beneficiaries by activity, other funding sources, and Environmental Review status. SEDA-COG will prepare, approve, and submit all DCED Program Invoice Forms and transmit all grant fund requisitions to DCED on behalf of TOWN, record all receipts and expenditures, and track each activity budget. SEDA-COG is hereby designated to act as TOWN's agent to review, approve, and draw down

funds for pre-approved TOWN activities, as evidenced by the executed grant agreement with the Commonwealth. SEDA-COG will also advise TOWN's staff of payment procedures and financial management. SEDA-COG services are intended to support, not replace, TOWN's financial management procedures.

#### 4. File Development and Maintenance

SEDA-COG shall develop and maintain a program filing system for TOWN's CDBG-DR program. This system shall include:

- a) Grantee files, including Application Preparation, Annual Reports/Disclosure, Closeout, DCED Contract/Monitoring, SEDA-COG Contract, Drawdowns & Budget Summaries, Budget Revisions and Modifications;
- b) Project files, including Subgrantee Agreements, Project Development, Miscellaneous & Correspondence, Procurement, Environmental Review, Surveys & Intakes, and Labor Standards;
- c) Master files, including MBE/WBE Plan, Section 3 Plan, 504 Plan, Fair Housing Analysis, Anti-displacement Policy, Integrity Policy, Program Income Reutilization Plan, Citizen Participation Plan, Fair Housing Resolution, documentation of Fair Housing activities, Excessive Force Policy, Drug Policy, Procurement Policy and Code of Conduct, System for Award Management and Expiration, Financial Management Plan, Complaint Procedure, Four Factor Analysis and Language Access Plan, if applicable;
- Municipality, with assistance from SEDA-COG will designate a Fair Housing Officer;
- e) SEDA-COG will, on behalf of Municipality, publish a Fair Housing Notice on an annual basis in a newspaper of general circulation;
- f) SEDA-COG shall prepare a Fair Housing Resolution to be acted on by Municipality;
- g) SEDA-COG and Municipality shall incorporate the Equal Housing Opportunity logo on documents based on guidance from DCED;
- h) SEDA-COG will contact Fair Housing agencies to collect data on Fair Housing complaints on an annual basis;
- i) SEDA-COG will prepare and submit the Fair Housing report annually to DCED.

#### Provision of Technical Assistance

SEDA-COG will provide general technical assistance to TOWN in the administration of the CDBG-DR grant. This technical assistance shall include, but not be limited to, problem solving regarding specific grant administration issues, regular updates to TOWN with regard to grant status, and attendance at DCED required CDBG-DR training seminars and webinars on TOWN's behalf.

#### Program Policy Plans and Plan Updates

From time-to-time DCED and HUD will require TOWN to develop and adopt, or update existing policies and plans required by the CDBG-DR

program. SEDA-COG shall monitor those requirements, updating existing plans for approval by TOWN as required. In the case of new plans and policies, SEDA-COG shall alert TOWN to these requirements, advising them of any specific cost associated with the development of these new plans, and upon authorization by the TOWN, prepare same for approval.

#### 7. Grant Monitoring

DCED will monitor each contract in one or more of eight compliance areas. SEDA-COG will represent TOWN during any monitorings. SEDA-COG will attend each monitoring, providing and reviewing files as required by DCED. Should any monitoring findings be cited, SEDA-COG will correspond with DCED and assist TOWN in resolving such findings. In some instances, the Office of Auditor General may conduct a "Limited Financial Review". SEDA-COG will assist during these reviews, as well as the regular municipal audit.

#### 8. Contract Revisions and Modifications

After a grant contract has been executed between TOWN and DCED, TOWN can reapportion or redistribute the CDBG-DR funds between existing activities or into new activities. Changes to TOWN grant contract are known as revisions, amendments, or modifications. DCED requires that TOWN adhere to certain procedures in order to modify or revise its grant contract. SEDA-COG will prepare all required correspondence and documentation for such changes and shall coordinate any necessary citizen participation to revise or modify TOWN grant contract at any time throughout the life of the contract.

#### 9. Contract Close-out

Upon the complete expenditure of TOWN's CDBG-DR grant, SEDA-COG shall assist with closing TOWN's contract with DCED. SEDA-COG will prepare the necessary Close-Out Questionnaire and Fiscal Status Report, submitting them to DCED on behalf of TOWN. SEDA-COG will notify and assist TOWN of any outstanding requirements needed to obtain close-out. In cases where Program Income has been generated, SEDA-COG will assist in development of the Program Income Reuse Plan.

#### C. Activity Development

\$4,000.00

In most instances, the activities chosen by Council during the application phase will require considerable development before construction. Projects may require additional funding, better definition of problems and solutions, further public discussion and resolution, modification due to environmental impacts, or the design assistance of an engineer or architect.

SEDA-COG will assume the lead in this developmental process on behalf of TOWN. Drawing from its experience, staff resources, and its commitment to

timely completion, SEDA-COG will serve as the catalyst for achieving Council's goals.

#### 1. Subgranting Funds

SEDA-COG will negotiate and prepare a Subgrantee Agreement between TOWN and any subgrantee(s). SEDA-COG will attend meetings with these subgrantees to oversee the use of CDBG-DR funds and assure that the subgrantee understands and complies with the requirements of the program.

#### 2. Final Definition of Project Scope

During preparation of the application, there is insufficient time to focus on the degree of development a proposed activity has undergone. This is beneficial in that it allows TOWN the opportunity to address need and urgency without concern for how well it is defined. Consequently, after grant approval, many activities will require substantial additional refinement.

SEDA-COG will work with TOWN and its subgrantees to define the scope of each activity. Defining the scope is frequently a time-consuming process. It involves many meetings with contact people and may include an assessment of the physical conditions necessitating the activity, consideration of solution alternatives, rough cost estimates for completing the activity, and an evaluation of the financial feasibility of the activity.

#### Identification of Additional Resources

The activities chosen by TOWN may lack the funds necessary to be workable. When necessary, SEDA-COG will investigate additional funding sources. While each circumstance is unique, SEDA-COG may provide TOWN technical assistance in applying for additional funds. As an additional service, and as directed, SEDA-COG shall apply for, coordinate, and administer additional grant and loan programs. SEDA-COG may also provide developmental assistance to organizations embarking upon fundraising efforts when such assistance is a needed portion of overall activity development.

#### 4. Environmental Review

On each activity, DCED will require an Environmental Review. SEDA-COG will assist TOWN in the designation of the required Environmental Review Officer and will perform the necessary Environmental Review(s). Initially, SEDA-COG will determine the level of review required based upon the nature of the activity. Upon determination that an activity is Exempt, Categorically Excluded, or requires an Environmental Assessment, SEDA-COG will perform same. Additionally, if required, SEDA-COG will conduct the Eight-Step Floodplain Review and procure necessary archeological services as may be required by the Pennsylvania Historical and Museum

Commission. During the process, SEDA-COG will develop all narratives, make all third-party contacts, consolidate all comments, and develop the required Environmental Review Record.

SEDA-COG will also prepare all necessary legal advertisements and public notices for publication by TOWN and submit the necessary records and notices to DCED. The Environmental Review efforts by SEDA-COG will culminate in the release of conditions for each activity by DCED. If required, SEDA-COG will assist TOWN in securing an Environmental Impact Statement.

Projects included in the TOWN's CDBG-DR Program requiring an Environmental Review, and the cost of completing each is as follows:

• Honeysuckle Lane Stormwater Mitigation

\$4,000.00

#### Procurement of Professional Services

Each of TOWN activities may require the services of a professional engineer, architect, or attorney. In every case where these services are to be paid with CDBG-DR funds, SEDA-COG will assist in the procurement process to ensure that each of TOWN's activities adhere to DCED procurement regulations. SEDA-COG will assist in determining the parameters of the services to be provided and the criteria by which prospective firms will be judged. SEDA-COG will assist TOWN or its subgrantees in the development of a Request for Proposals (RFP) and the advertisement and distribution of the RFP. SEDA-COG will assist TOWN or its subgrantees in evaluating all proposals, and finally, SEDA-COG will prepare Professional Service Agreements between TOWN or its subgrantees and the professional firm.

#### D. Activity Management

\$4,400.00

Each activity undertaken by TOWN will require specialized management during the construction phase. These services will include procurement of construction materials or services, monitoring work progress, assistance to the subgrantee, engineer, or architect to resolve problems, and enforcement of federal labor standards.

SEDA-COG will serve as TOWN's agent during the construction process to satisfy the management needs. Services to be provided include:

#### Procurement of Construction Services

SEDA-COG will assist TOWN and its subgrantees in securing construction services for each of its activities. The steps to procure these services generally include:

#### a) Review of Bid Documents

SEDA-COG will assist the engineer or architect, through the provision of an electronic copy of the standard bid document, with the preparation of a project manual for the activity. In so doing, SEDA-COG will ensure that each activity serves the area outlined in TOWN's application. Furthermore, at the request of the engineer/architect, SEDA-COG will review the project manual to insure that it complies with TOWN's CDBG-DR Plans; adheres to requirements set forth in Davis-Bacon and Related Acts; includes all necessary bonds; contains requisite Equal Employment Opportunity language; and includes assorted affidavits guaranteeing non-collusion, affirmative action, non-segregation, Section 3 Utilization (as applicable), and other federal certifications and requirements by prospective contractors.

#### b) Coordination of Bid Opening

SEDA-COG will coordinate with TOWN, its subgrantees, and/or professional engineering or architectural firms to ensure that each activity adheres to proper DCED procedures for competitive bidding and contractor eligibility.

#### 2. Monitoring Progress of Work

SEDA-COG will periodically visit the site of each activity during construction, reviewing the progress of work. SEDA-COG's services do not replace construction supervision, but will ensure that each activity is progressing properly, and that upon completion, the activity serves the originally defined service area and is consistent with the original project description.

#### Accessing Funds

Upon approval of construction invoices by TOWN or its subgrantees and the engineer or architect, SEDA-COG will assure compliance with the contract conditions and prepare and approve the DCED Program Invoice and wire grant fund requisitions to DCED on the IDIS system for transfer to the TOWN's CDBG-DR/IDIS account.

SEDA-COG shall also assist TOWN staff in disbursing funds to subgrantees or contractors and respond to payment inquiries.

### 4. Enforcement of Davis-Bacon and Related Acts/Pennsylvania Prevailing Wage Act

Davis-Bacon and Related Acts (DBRA) are federal provisions, and Pennsylvania Prevailing Wage Act (PAPWA) are state provisions that require, among other things, minimum prevailing wages to be paid to employees working on a CDBG-DR funded project. DBRA and PAPWA requires many compliance measures. Throughout the activity

management phase, SEDA-COG will integrate the requirements of DBRA or PAPWA into each of TOWN applicable activities.

Activities requiring labor standards enforcement include:

• Honeysuckle Lane Stormwater Mitigation

\$4,400.00

The general steps to comply with DBRA/PAPWA are as follows:

#### a) Wage Requests

Upon notification from the engineer or architect, SEDA-COG will obtain the Wage Decision and coordinate with the engineer or architect to incorporate the proper wage decision and DBRA/PAPWA language into the bid documents. SEDA-COG will also record and distribute to the engineer or architect, any changes or modifications prior to the project's bid date.

#### b) Pre-Construction Conference

SEDA-COG will attend the Pre-Construction Conference and review DBRA or PAPWA, MBE/WBE, Section 3, and other federal requirements with the contractor, and the engineer or architect, completing and distributing notes by way of the Engineer's or Architect's minutes of the meeting.

#### c) Payroll Reviews

SEDA-COG will review the weekly payroll reports from the contractor and any subcontractors. This review will include verification of proper wages compared to classification, completeness of forms, and proper certification.

#### d) Interviews and Site Visits

During various stages of the activity, SEDA-COG will visit the site to assure proper posting of wages and wage posters. Additionally, SEDA-COG will conduct mandatory employee interviews during the activity and compare the results of these interviews with the payroll reports submitted by the contractor/subcontractor.

#### e) Project Close-out

Upon receipt of a final payroll from the contractor/subcontractor, SEDA-COG will authorize final payment to be made to the contractor. This final payment will be made only when all labor standard issues have been satisfied.

#### f) Restitution

Where errors or improper payment to employees has occurred, SEDA-COG will instruct the contractor in the procedure to make and document restitution. As necessary, SEDA-COG shall also notify DCED and U.S. Department of Labor or Pennsylvania Department of Labor and Industry, in situations of non-compliance or non-restitution requiring sanction, and/or retain funds and pay employees.

#### II. COOPERATION AND ABANDONMENT

TOWN agrees to cooperate fully with SEDA-COG and its staff to carry out the program. In the event that TOWN abandons the program or indefinitely postpones it, SEDA-COG may terminate this Agreement by sending a ten (10) day written notice of its intention to terminate. Thereafter, SEDA-COG shall have no further duties under this Agreement. Termination by SEDA-COG under this paragraph shall not relieve TOWN from its duty to pay for the services rendered or to reimburse costs, if any, in accordance with the fee provisions of this Agreement.

#### III. INDEMNIFICATION

TOWN shall indemnify, save harmless and defend SEDA-COG, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from TOWN, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

SEDA-COG shall indemnify, save harmless and defend TOWN, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from SEDA-COG, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

#### IV. COMPENSATION

SEDA-COG shall be compensated by TOWN for its services as follows:

A.	Application Preparation and Activity Selection	\$0.00
B.	Grant Administration	\$8,900.00
C.	Activity Development	\$4,000.00
D.	Activity Management	\$4,400.00
	Total	\$17,300.00

The total cost for these services shall not exceed \$17,300.00. Payment shall be made based on a percentage of services completed. No payments shall be made until approval of the application by DCED.

SEDA-COG shall provide to TOWN an acceptable invoice for each payment. All payments shall be contingent upon receipt of funds by TOWN from DCED.

#### V. RECORDS

SEDA-COG shall maintain a separate record of accounts for all of its performances of services to TOWN under this Agreement. Further, SEDA-COG shall retain all records for a period of not less than three years from DCED's contract closeout with HUD.

#### VI. NON-DISCRIMINATION

No person may be excluded from participation in, denied benefits from, or otherwise discriminated against on the basis of race, creed, color, national origin, religion, gender identity, sexual orientation, handicap, or age.

#### VII. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, SEDA-COG agrees as follows:

- A. SEDA-COG shall not discriminate against any employee or applicant for employment because of race, color, religion, gender identity, sexual orientation, national origin, or age. SEDA-COG shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender identity, sexual orientation, national origin, or age. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SEDA-COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause, as included in Attachment A, hereto attached.
- B. SEDA-COG shall, in all solicitations or advertisements for employees placed by or on behalf of SEDA-COG, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender identity, sexual orientation, national origin, or age.
- C. SEDA-COG shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. SEDA-COG shall furnish all information and reports required by TOWN and DCED, and will permit access to all books, records, and accounts by TOWN or the Commonwealth for the purposes of investigation to ascertain compliance with the requirements set forth in this clause.

- E. In the event of SEDA-COG's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and TOWN may be declared ineligible for further government contracts or federally assisted contracts, and such other sanctions may be imposed, and remedies invoked, or as otherwise provided by law.
- F. SEDA-COG shall include paragraphs A through E of this section in every subcontract or purchase order funded with CDBG-DR funds so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as TOWN or the Commonwealth may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### VIII. PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

A. The TOWN will comply with Section 3 of the Housing and Urban Development Act of 1968, P.L.90-448, as amended (12 U.S.C. 1701 (u)) requiring that to the greatest extent feasible opportunities for training and employment be given to low and moderate income residents of the applicant's county and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the applicant's county.

#### IX. TERMINATION FOR BREACH OF AGREEMENT

If either party substantially fails to perform a material promise herein, which failure is not cured within ten (10) days after receiving written notice of the failure, the non-breaching party may declare this Agreement to be terminated and such non-breaching party shall be availed all remedies provided by law.

#### X. MISCELLANEOUS

- A. This Agreement supersedes all other agreements or understandings between the parties with regard to the program described herein. It is based upon a proposal previously submitted to TOWN by SEDA-COG, accepted by TOWN as evidenced by signature hereof. Said proposal is herein incorporated by reference.
- B. Any amendments, deletions, additions, substitutions, or cancellations of this Agreement shall be in writing and signed by both parties.
- C. In carrying out this Agreement, both parties agree to comply with all federal, state, and local laws, regulations, and executive orders.
- D. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
- E. In the event that any audit of the program is required by any agency of government, the parties hereto agree to allow duly authorized examiners full access to and the right to examine any pertinent books, papers, documents, and records within their custody or control.

F. The invalidity of any one or more of the phrases, clauses, sentences, or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year aforesaid.

ATTEST:	TOWN OF BLOOMSBURG
Lisa M. Dooley, Town Manager/ Secretary/Treasurer	Justin Hummel, Mayor
ATTEST:	SEDA-COUNCIL OF GOVERNMENTS
Rosemary Orner, Executive Assistant	Kim Wheeler, Executive Director

# ATTACHMENT A NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

#### The Grantee agrees:

- In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- **3.** Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- 4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- **6.** The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- 7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and

subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- **8.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- **9.** The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Quote

Quote No

Quote Date

9170 12/23/2021

**Bradco Supply Company** 

80 Old Mills Road Towanda Pa18848

570-265-6167

Bill To

TOWN OF BLOOMSBURG 301 EAST SECOND ST BLOOMSBURG, PA 17815 US

Ship to

TOWN OF BLOOMSBURG 301 EAST SECOND ST BLOOMSBURG, PA 17815 US

**Customer No** 

Sispsn

Payment terms

15800

PPD/COL Loc

Ship Date

BR Qty Ordered

UOM Item No

A.S.A.P.

Extended price Unit price Disc

1.00

EA STB03167

8' STR BLADE, COMPLETE, INSTALLED, W/ RUBBER DEFLECTOR

8' SUPER DUTY

7,300.0000

7,300.00

#### Lisa Dooley

From:

Dombroski, Tyler <tdombroski@seda-cog.org>

Sent:

Tuesday, December 28, 2021 3:36 PM

To:

Lisa Dooley

Subject:

Floodwall Invoices

Attachments:

Admin Breakdown - Lisa.xlsx; Floodwall Invoice #7.pdf; Floodwall Invoice #8.pdf

Good afternoon, Lisa – I hope you had a nice Christmas with your family.

In follow up to our conversation last week about the floodwall invoices, below and attached is what is outstanding. I have provided my personal tracking spreadsheet for your documentation purposes.

- Floodwall Invoice #7 was submitted to the Town back in June. I believe it was approved for payment but that was when we were all of the understanding that the Wyoming Valley funds were going to be utilized for this' invoice. We are resubmitting the invoice for council consideration. It is my understanding that this invoice would be eligible for payment through ARPA.
- Floodwall Invoice #8 is new. \$11,036 is proposed to be paid through FFY 2021 CDBG administration which is why the format of the invoice is different. The remaining \$10,000 still due on the invoice is just being covered by our department at SEDA-COG. The total amount due is \$21,036. This is the last floodwall invoice.

Give me a call if you would like to discuss anything. I do plan on attending January Public Works to answer any questions. Can you send me an invite? Thanks again.

Tyler Dombroski | Director Community Development Program SEDA-Council of Governments 201 Furnace Road Lewisburg, PA 17837 (570) 524-4491

www.seda-cog.org | tdombroski@seda-cog.org



SEDA-COG...Building Strong Economies & Strong Communities



201 Furnace Road Lewisburg, PA 17837 Phone: (570) 524-4491

Fax: (570) 524-9190

INVOICE COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

William Kreisher, Mayor Town of Bloomsburg 301 East Second Street Bloomsburg, PA 17815

June 11, 2021

Invoice #7

Professional services associated with the Flood Mitigation Expansion project in accordance with the Professional and Administrative Services Agreement dated November 12, 2018, by and between the Town of Bloomsburg and SEDA-Council of Governments.

Available Funds	Admin \$	Delivery \$	Total \$
Application Prep	\$65,715	\$1,685	\$ 67,400
<b>Grant Management</b>	\$33,312	\$14,688	\$ 48,000
<b>Activity Development</b>	\$12,677	\$63,693	\$ 76,370
Activity Management	\$0	\$63,400	\$ <u>63,400</u> \$255,170

	Admin Previously Invoiced	Delivery Previously Invoiced	Invoice #7 Current Amount Due
Application Prep	\$65,715	\$1,685	\$0.00
Grant Management	• •	\$13,738.41	\$3,700.55
Activity Developmen		\$63,693	\$2,820.49
Activity Managemer	<u>nt</u> \$0	\$35,548.59	\$20,000.00
			\$26,521.04

**Amount Due** 

\$26,521.04

Approved by		
		•



201 Furnace Road Lewisburg, PA 17837 Phone: (570) 524-4491 Fax: (570) 524-9190

Admin \$

REMITTANCE COPY

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

William Kreisher, Mayor Town of Bloomsburg 301 East Second Street Bloomsburg, PA 17815

June 11, 2021

Available Funds

Invoice #7

Professional services associated with the Flood Mitigation Expansion project in accordance with the Professional and Administrative Services Agreement dated November 12, 2018, by and between the Town of Bloomsburg and SEDA-Council of Governments.

Delivery \$

Application Prep Grant Management	\$65,715 \$33,312	\$1,685 \$14,688	\$ 67,400 \$ 48,000	
Activity Development	\$12,677	\$63,693	\$ 76,370	
Activity Management	\$0	\$63,400	\$ <u>63,400</u>	
			\$255,170	
	Admin	Delivery		Invoice #7
Prev	viously Invoiced	Previously in	voiced	Current Amount Due
Application Prep	\$65,715	\$1,685		\$0.00
<b>Grant Management</b>	\$17,376.45	\$13,738.	41	\$3,700.55
<b>Activity Development</b>	\$9,856.51	\$63,693		\$2,820.49
Activity Management	\$0	\$35,548.	59	\$20,000.00
	•			\$26,521.04

Amount Due

Total \$

\$26,521.04

<sup>\*</sup>Please return this copy with your payment.

# Breakdown of Invoices

# Invoice #1

ADMIN	Amount	Delivery	Amount	Invoice #1 Total
Application Preparation:		Application Preparation:	\$1,685	\$1,685
Grant Management:		Grant Management:	\$2,654.55	\$2,654.55
Activity Development:		Activity Development:	\$63,681.91	\$63,681.91
Activity Management:		Activity Management:	\$12,680	\$12,680
Total:		Total:	\$80,701.46	\$80,701.46

# Invoice #2

ADMIN	Amount	Delivery	Amount	Invoice #2 Total
Application Preparation:	\$12,000	Application Preparation:		\$12,000
Grant Management:	\$7,581.35	Grant Management:		\$7,581.35
Activity Development:	\$5,051.08	Activity Development:		\$5,051.08
Activity Management:		Activity Management:	\$9,510	\$9,510
Total:	\$24,632.43	Total:	\$9,510	\$34,142.43

# Invoice #3

ADMIN	Amount	Delivery	Amount	Invoice # 3 Total
Application Preparation:	\$12,000	Application Preparation:		\$12,000
Grant Management:		Grant Management:		
Activity Development:		Activity Development:		
Activity Management:		Activity Management:		
Total:	\$12,000	Total:		\$12,000

### Invoice #4

ADMIN	Amount	Delivery	Amount	Invoice # 4 Total
Application Preparation:	\$28,000	Application Preparation:		\$28,000
Grant Management:		Grant Management:		
Activity Development:		Activity Development:		
Activity Management:		Activity Management:		
Total:	\$28,000	Total:		\$28,000

# Invoice #5

ADMIN	Amount	Delivery	Amount	Invoice #5 Total
Application Preparation:	\$9,767.53	Application Preparation:		\$9,767.53
Grant Management:		Grant Management:	\$11,083.86	\$11,083.86
Activity Development:		Activity Development:	\$11.09	\$11.09
Activity Management:		Activity Management:	\$13,358.59	\$13,358.59
Total:	\$9,767.53	Total:	\$24,453.54	\$34,221.07

# Invoice #6

ADMIN	Amount	Delivery	Amount	Invoice #6 Total
Application Preparation:	\$3,947.47	Application Preparation:		\$3,947.47
Grant Management:	\$9,795.10	Grant Management:		\$9,795.10
Activity Development:	\$4,805.43	Activity Development:		\$4,805.43
Activity Management:		Activity Management:		
Total:	\$18,548.00	Total:		\$18,548.00

# Invoice #7

ADMIN	Amount	Delivery	Amount	Invoice #7 Total
Application Preparation:		Application Preparation:		\$0.00
Grant Management:	\$3,700.55	Grant Management:		\$3,700.55
Activity Development:	\$2,820.49	Activity Development:		\$2,820.49
Activity Management:	\$20,000.00	Activity Management:		\$20,000.00
Total:	\$26,521.04	Total:		\$26,521.04



201 Furnace Road Lewisburg, PA 17837 phone: (570) 524-4491

fax: (570) 524-9190

#### **INVOICE**

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

DCED Contract No: B-21-MC-42-0026

December 20, 2021

For services rendered in the administration of the Town of Bloomsburg FFY 2021 HUD Entitlement in accordance with the Professional and Administrative Services Agreement dated 7/19/2021.

	т.	sk	Contract	Percentage	Previous	Amount Due
	1 4	38	Amount	Complete	Payment	
46-26	SE	DACOG Admin - Bloomsburg				
	b	Annual Action Plan	4,400.00	0.0%	0.00	0.00
	C	CAPER	5,600.00	0.0%	0.00	0.00
	d	Citizen Participation	3,000.00	0.0%	0.00	0.00
	е	Policy Modifications	1,600.00	0.0%	0.00	0.00
	f	Fair Housing	5,944.00	0.0%	0.00	0.00
	g	Activities Evaluation	3,533.00	0.0%	0.00	0.00
	h	Grant Management	2,600.00	0.0%	0.00	0.00
	i	Compliance Review	2,550.00	0.0%	0.00	0.00
	j	Technical Assistance	3,300.00	0.0%	0.00	0.00
	k	Advice & Assistance	5,333.00	0.0%	0.00	0.00
	l	Activity Management	13,686.00	80.6%	0.00	11,036.00
					Admin Total:	11,036.00

	Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
42-26	Airport Fuel Pump				
	5b Delivery-DBRA	2,560.00	0.0%	0.00	0.00
43-26	Curb Cuts Phase 2 - Bloomsburg				
	5b Delivery-DBRA	1,900.00	0.0%	0.00	0.00
45-26	Town Parking Lot				
	5a Delivery-ER	4,000.00	0.0%	0.00	0.00
	5b Delivery-DBRA	1,900.00	0.0%	0.00	0.00
				Delivery Total:	0.00





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# **INVOICE**

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

DCED Contract No: B-21-MC-42-0026

December 20, 2021

Total Amount Due:

11,036.00

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

REC'D DEC 15 2021

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

# INVOICE

**INVOICE DATE: 11/29/2021** 

**INVOICE NO: 3108** 

BILLING THROUGH: 11/12/2021

1004-19	Miller Avenue	Survey 01,433,60,5995		Managed By: A	undrew J Bartor
PROFESS	SIONAL SERVICES				
DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUN
9/29/2021	Barry Wohlschlegel	72 MUNIC DESIGN MUNICIPAL  Created Basemapping for Miller Ave. Created a layout for an existing view and sent to Corey.	5.50	\$90.00	\$495.00
9/30/2021	Corey M. Johnson	50 SUB/LD review and markup basemap plans	0.50	\$120.00	\$60.00
10/4/2021	Barry Wohlschlegel	72 MUNIC DESIGN MUNICIPAL  Miller Ave Basemap. Completed Corey Edits which included text edits, adding road dimensions, changing sheet scale, and including parcel information.	2.00	\$90.00	\$180.00
10/5/2021	Corey M. Johnson	50 SUB/LD review of basemap and updates to designer	1.00	\$120.00	\$120.00
10/5/2021	Barry Wohlschlegel	72 MUNIC DESIGN MUNICIPAL Last second Edits for Corey. Text and Titleblock edits.	0.50	\$90.00	\$45.00
10/6/2021	Andrew J. Barton	12 PROJECT MGMT send plans, followup with summary to Town and DBI	1.00	\$135.00	\$135.00
10/6/2021	Corey M. Johnson	50 SUB/LD plan updates and sending plan around for review	1.00	\$120.00	\$120.00
10/26/2021	Andrew J. Barton	12 PROJECT MGMT ADA Access Review	0.50	\$135.00	\$67.50
10/26/2021	Corey M. Johnson	55 PERMITTING ada exhibit	1.00	\$120.00	\$120.00
	e en a se en en an en	TOTAL SERVICES	13.00	kan kalanda da kabupatèn da kabu	\$1,342.50
EXPENSE	s				
DATE	EMPLOYEE	DESCRIPTION,			AMOUNT
10/4/2021	Crossroads Group The (V)	#8712, Boundary/Basemapping	ere e sitta italia e e italii e e esala	i ver i saturat (12 e aut era i st. i v. vez i i i	\$2,065.25
,	e an e	#8712, Boundary/Besemapping  TOTAL EXPENS	ES	e n e one e e e e e	\$2,065.25
			s	UBTOTAL	\$3,407.75



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Selinsgrove, PA 17870, United States
Tel: 570-560-2876
accounting@livicco.com
www.liviccivil.com

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

# INVOICE

INVOICE DATE: 11/29/2021 INVOICE NO: 3108 BILLING THROUGH: 11/12/2021

AMOUNT DUE THIS INVOICE

\$3,407.75

This invoice is due on 12/29/2021

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



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accounting@livicco.com
www.liviccivil.com

REC'D DEC 15 2021

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

#### INVOICE

**INVOICE DATE:** 11/29/2021

**INVOICE NO: 3110** 

BILLING THROUGH: 11/12/2021

#### 1004-22 Fuel Tank Bidding

Managed By: Andrew J Barton

PROFESS	SIONAL SERVICES	i e			
DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
10/2/2021	Andrew J. Barton	12 PROJECT MGMT review, comments.	1.00	\$135.00	\$135.00
10/5/2021	Andrew J. Barton	82 CONSTR ADMIN pre-bid mtg	1.50	\$135.00	\$202.50
10/6/2021	Kate Spickard	80 CONSTR DOCS addendum and new project manual	4.00	\$55.00	\$220.00
10/6/2021	Andrew J. Barton	82 CONSTR ADMIN addendum to Diltz Equipment, summarize requirements	0.75	\$135.00	\$101.25
10/8/2021	Kate Spickard	80 CONSTR DOCS sent out bid addendum- answered questions updated documents	1.50	\$55.00	\$82.50
10/11/2021	Andrew J. Barton	12 PROJECT MGMT bid opening, review at Mtg	1.50	\$135.00	\$202.50
10/11/2021	Kate Spickard	80 CONSTR DOCS notice of award for meeting that night	1.00	\$55.00	\$55.00
10/12/2021	Kate Spickard	80 CONSTR DOCS completed construction docs- agreements, notices, etc	3.50	\$55.00	\$192.50
10/13/2021	Andrew J. Barton	12 PROJECT MGMT attend meeting at Kulpmont Borough	1.50	\$135.00	\$202.50
10/13/2021	Kate Spickard	80 CONSTR DOCS prepared and sent Lisa notices for signature	1.00	\$55.00	\$55.00
10/15/2021	Kate Spickard	80 CONSTR DOCS updated agreement and sent to Steve Diltz for signatures sent all documents to Lisa Dooley	2.00	\$55.00	\$110.00
10/19/2021	Kate Spickard	80 CONSTR DOCS reviewed construction docs created memo for Drew	2.00	\$55.00	\$110.00
10/20/2021	Andrew J. Barton	82 CONSTR ADMIN	1.00	\$135.00	\$135.00



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Tel: 570-560-2876
accounting@livicco.com
www.fiviccivil.com

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

#### INVOICE

INVOICE DATE: 11/29/2021

**INVOICE NO: 3110** 

BILLING THROUGH: 11/12/2021

#### 1004-22 Fuel Tank Bidding

Managed By: Andrew J Barton

PROFESSIONAL SERV	/ICES	
-------------------	-------	--

DATE EMPLOYEE	DESCRIPTION contract docs	HOURS	RATE	AMOUNT
10/26/2021 Kate Spickard	80 CONSTR DOCS followed up with steve diltz, made sure all documents were sent out and	0.50	\$55.00	\$27.50
	double checked what was missing  TOTAL SERVICES	22.75		\$1,831.25

**SUBTOTAL** \$1,831.25

AMOUNT DUE THIS INVOICE \$1,831.25

This invoice is due on 12/29/2021

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



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Tel: 570-560-2876
accounting@livicco.com
www.liviccivil.com

5J-3
REC'D DEC 15 2021

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

#### INVOICE

INVOICE DATE: 12/14/2021

**INVOICE NO: 3130** 

BILLING THROUGH: 12/10/2021

#### 1004-22 Fuel Tank Bidding

Managed By: Andrew J Barton

#### **PROFESSIONAL SERVICES**

DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
11/18/2021	Kate Spickard	OVERHEAD	0.25	\$55.00	\$13.75
		Emailed Steve Diltz regarding missing documents also tried to call him			
11/22/2021	Kate Spickard	80 CONSTR DOCS	1.25	\$55.00	\$68.75
		sent construction documents to Dith's insurance asked for changed COI for WC to include Livic and Town of Bloomsburg as insureds			
11/23/2021	Kate Spickard	80 CONSTR DOCS	0.75	\$55.00	\$41.25
	*	spoke to both insurance agencies, sent over documents needed, got wrong document back had to call insurance agent	e e e e e e e e e e e e e e e e e e e	in the control of the	
		TOTAL SERVICES	2.25		\$123.75

SUBTOTAL

\$123.75

AMOUNT DUE THIS INVOICE

\$123.75

This invoice is due on 1/13/2022

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



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www.liviccivil.com

5K-1 REC'D DEC 15 2021

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

#### INVOICE

INVOICE DATE: 12/14/2021

**INVOICE NO: 3131** 

BILLING THROUGH: 12/10/2021

#### 1004-14 2021 Paving - Paving

Managed By: Andrew J Barton

#### **PROFESSIONAL SERVICES**

DATE	EMPLOYEE	DESCRIPTION	HÖURS -	TE RATE	AMOUNT
11/17/2021	Kate Spickard	80 CONSTR DOCS close out docs-final payment, etc	2.00	\$55.00	\$110.00
11/18/2021	Kate Spickard	80 CONSTR DOCS completed certificate of final completion and notice of acceptability of work	0.75	\$55.00	\$41.25
12/9/2021	Andrew J. Barton	82 CONSTR ADMIN track down final payments, SEDA-COG states are complete, but are not.	0.50	\$135.00	\$67.50
	·	TOTAL SERVICES	3.25		\$218.75

**SUBTOTAL** \$218.75

AMOUNT DUE THIS INVOICE \$218.75

This invoice is due on 1/13/2022



109 Monroe Street, Suite 70 Selinsgrove, PA 17870, United States Tel: 570-560-2876 accounting@livicco.com www.liviccivil.com REC'D DEC 15 2029 K-2

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

# INVOICE

**INVOICE DATE:** 11/29/2021

**INVOICE NO: 3107** 

BILLING THROUGH: 11/12/2021

#### 1004-14 2021 Paving - Paving

Managed By: Andrew J Barton

PROFESS	SIONAL SERVICES	3			
DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
10/12/2021	Andrew J. Barton	72 MUNICPL INSP MUNICIPAL	1.00	\$135.00	\$135.00
		review deficient work areas with Firtzy, meeting with property owner at 1st/Market			
10/14/2021	Andrew J. Barton	72 MUNICPL INSP MUNICIPAL correspondence with GOH on fixes.	0.75	\$135.00	\$101.25
10/19/2021	Andrew J. Barton	72 MUNICPL INSP MUNICIPAL substantial completion inspection with Fritzy and GOH	1.50	\$135.00	\$202.50
10/21/2021	Andrew J. Barton	72 MUNICPL INSP MUNICIPAL substantial completion form.	0.50	\$135.00	\$67.50
10/27/2021	Andrew J. Barton	82 CONSTR ADMIN tinal quantities to GOH	1.00	\$135.00	\$135.00
11/1/2021	Kate Spickard	80 CONSTR DOCS started pay app waiting on drew	2.50	\$55.00	\$137.50
11/2/2021	Kate Spickard	80 CONSTR DOCS went over payment apps with drew	2.50	\$55.00	\$137.50
11/7/2021	Andrew J. Barton	82 CONSTR ADMIN final quantities for SUZ/UGI	1.50	\$135.00	\$202.50
11/8/2021	Andrew J. Barton	82 CONSTR ADMIN UGI/SUEZ payment breakouts	1.00	\$135.00	\$135.00
11/8/2021	Andrew J. Barton	82 CONSTR ADMIN SUEZ/UGI letters	1.50	\$135.00	\$202.50
11/9/2021	Andrew J. Barton	82 CONSTR ADMIN Town of Bloomsburg Payment Applications	2.00	\$135.00	\$270.00
11/12/2021	Andrew J. Barton	82 CONSTR ADMIN final inspection/notice of acceptability forms.	1.00	\$135.00	\$135.00
•		TOTAL SERVICES	16.75		\$1,861.25



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

### INVOICE

**INVOICE DATE: 11/29/2021 INVOICE NO: 3107** 

BILLING THROUGH: 11/12/2021

#### EXPENSES

DATE		DESCRIPTION	ing the second of the second o			AMOUNT
10/1/2021	Press Enterprise	Printing Fees			•	\$124.70
		#27580, Printers				
				TOTAL EXPENSES		\$124.70
					SUBTOTAL	\$1,985.95
				AMOUNT DUE TH	IIS INVOICE	\$1,985.95

This invoice is due on 12/29/2021



85 South Route 100, Allentown, PA 18106

**6**10.398.0904 **6**10.481.9098

barryisett.com

**Date:** December 15, 2021 **Project #:** 01088021.000 **Service Task:** 010BSFR

To: Ms. Lisa M. Dooley, Town Manager/Secretary/Treasurer

From: Mr. Andy Munas, P.E.

Copy to: Mr. Rick Harmon, MCP, BCO; Mr. Timothy Dow, BCO; Mr. Mark Prout, BCO; File RE: BLOOMSBURG TOWN HALL THIRD FLOOR – STRUCTURAL ASSESSMENT 301 E. Second Street, Bloomsburg, Columbia County, Pennsylvania 17815-1870

On December 2, 2021, Barry Isett & Associates, Inc. performed a site visit at the subject location. Mr. Andy Munas, P.E., from our office performed the visit. The purpose of the visit was to assess reported third-floor framing movement in a hallway near the front of the building. The purpose of this memorandum is to provide Town of Bloomsburg with opinion of cause and significance of the movement, and to provide conceptual recommendations for repair, if required. According to Mr. Wayne Creasy, Public Works Crew Chief, the second floor below the reported issue included a wall that was demolished approximately 25 years ago. Mr. Creasy stated that the movement has not increased over the previous years; however, the area sees minimal traffic or loading.

The findings in this memorandum are based on the conditions readily visible in the area of assessment at the time of the site visit. No diagnostics, sampling, and/or testing of the existing building materials was performed.

For the purposes of this memorandum, the side of the building facing Lightstreet Road shall be taken as "front." All locations will be indicated from a point standing outside the building facing the front, unless noted otherwise.

Mr. Munas observed the following:

- 1. A third-floor hallway near the front of the building exhibited a noticeable dip in the flooring (see Photo #1).
- 2. The framing below the dip exhibited the following as viewed from the second floor:
  - a. A double 3"x11-1/2" beam spanned in the front-rear direction (along the length of the hallway). The front of the beam was supported by a wood-framed wall. The rear of the beam was unsupported, but included discolored wood where supporting framing used to be located (see Photo #2).
  - b. Four sets of 3"x11-1/2" joists spanned in the left-right direction (across the hallway). The joists overlapped at a section along the beam line (see Photo #2). The joists were unsupported at the beam line, but included discolored wood where supporting framing used to be located (see Photo #3).

Memorandum

- c. The right joists cantilevered over an adjacent wall; however, the left joists were simple span with the right side unsupported (see Photo #3) and the left side supported by an interior wood wall (see Photo #4).
- 3. HVAC ductwork was hung from the subject framing and provided approximately 8" of clearance to the bottom of the joists (see Photo #5).
- 4. A concrete vault was located on the first floor below the subject area (see Photo #6). The right wall of the concrete vault lined up with the beam line and overlap of the four unsupported joists.

Based upon information obtained and relied upon to date, Isett has determined that the third-floor framing has experienced movement as a result of the wall removal on the second floor. Isett recommends the following:

- 1. A structural engineer should assess any alterations that would include wall removal, door/opening widening, etc.
- 2. The third-floor framing should be reinforced. Per the client's request, Isett has prepared Third Floor Framing Repair sketches (see attached).

Structural repairs should be performed in compliance with local code(s) by a qualified contractor with experience in this line of work. Isett is available to provide bid, contract, and construction administration.

Thank you for the opportunity to perform this assessment. If you have any questions concerning this memorandum, please feel free to contact us.

Sincerely,

Andy Munas, P.E.

PA Registration #PE081852

Senior Forensic Engineer

Forensic Engineering Department

Attachments: Photos

Third Floor Framing Repair

\Biaces.com\work\Projects\2021\1088021.000\_Bloomsburg-Town-Hall-Structural-Assess\WORK\_PRODUCT\FORENSICS\01OBSFR\Memo-Rpt\Bloomsburg-Town-Hall-Structural-Memo.docx(cdh)



# **Attachments**



Photo #1 – Third-floor hallway movement

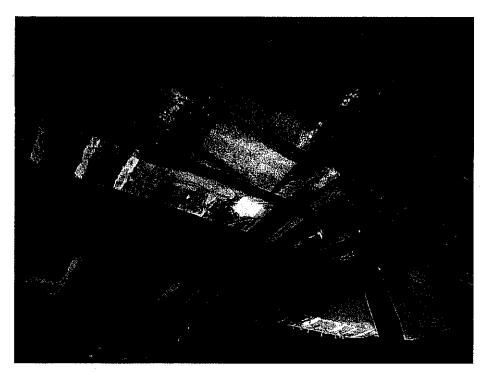


Photo #2 - Beam (arrow) and joists unsupported, with discolored wood

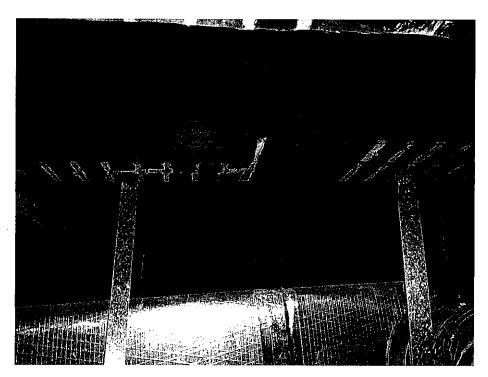


Photo #3 – Discolored wood on joists at overlap

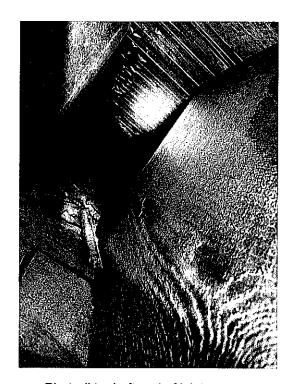


Photo #4 – Left end of joist support

Memorandum

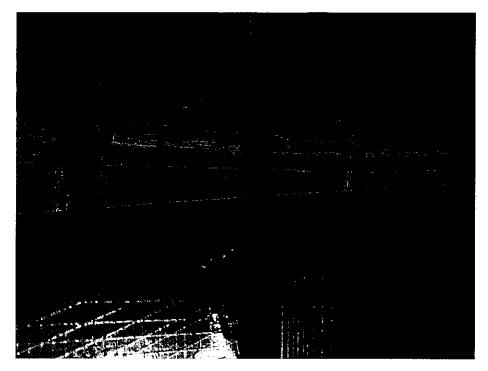


Photo #5 - Clearance to HVAC

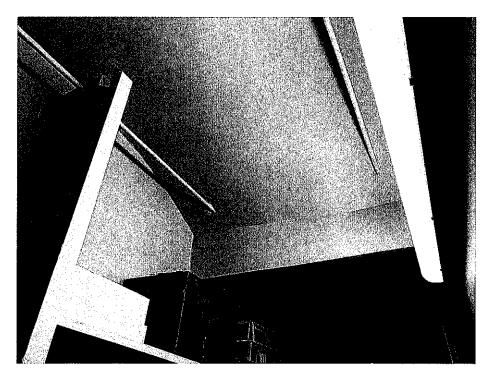
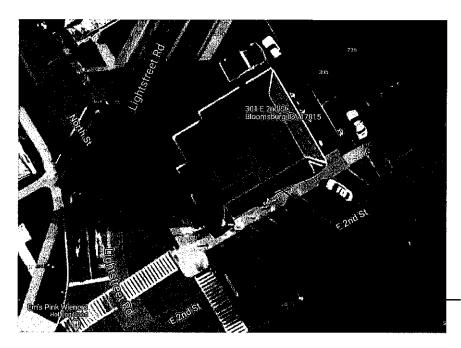
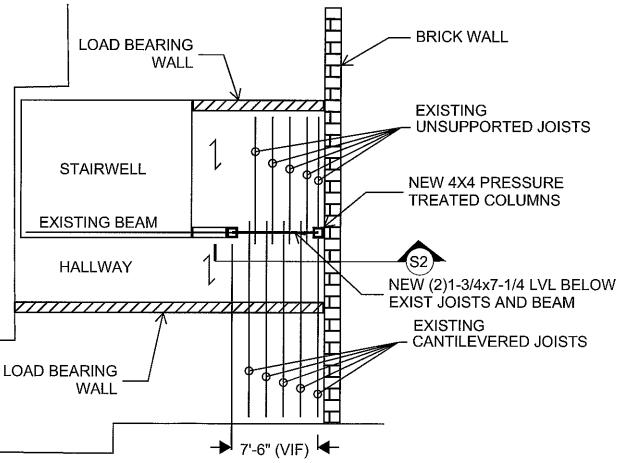


Photo #6 - Concrete vault below



LOCATION OF WORK



#### THIRD FLOOR FRAMING PARTIAL PLAN



610.398.0904 abarryisett.com BLOOMSBURG TOWN HALL 301 E 2nd STREET BLOOMBSURG, PA 17815 COLUMBIA COUNTY

THIRD FLOOR FRAMING REPAIR

JOB NUMBER:1088021.000
DATE: 12/13/21
SCALE: NTS
DRAWN BY: ARM

SHEET: S1

#### **TIMBER NOTES**

- 1. DESIGN OF ALL WOOD FRAMING HAS BEEN BASED UPON ALLOWABLE STRESS DESIGN, IN ACCORDANCE WITH THE NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, LATEST EDITION.
- 2. ALL WOOD FRAMING SHALL BE FABRICATED, ERECTED, AND BRACED IN ACCORDANCE WITH THE NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, LATEST EDITION.
- 3. ALL LUMBER SHALL HAVE GRADE IDENTIFIED ON THE LABEL OF AN APPROVED LUMBER GRADING AGENCY COMPLYING WITH DOC PS 20 OR EQUIVALENT.
- 4. ALL SAWN LUMBER SHALL BE HEM-FIR, 19% MAXIMUM MOISTURE CONTENT OR BETTER. THE MINIMUM DESIGN VALUES SHALL BE:

Fb = 1000 psi

Fv = 75 psi

Fc = 1350 psi

E = 1,300,000 psi

5. MINIMUM DESIGN VALUES FOR LVL MEMBER SHALL BE:

Fb = 2850 psi

Fv = 285 psi

Fc = 2750 psi

E = 2,000,000 psi

- 6. ALL WOOD PLATES BEARING ON MASONRY OR CONCRETE WALLS SHALL BE PRESSURE TREATED LUMBER UNLESS NOTED OTHERWISE.
- 7. ALL DOUBLE JOISTS SHALL BE SPIKED TOGETHER WITH 3 ROWS OF 10d NAILS @ 12" O.C.



