

**COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE**

**Tuesday, October 31, 2023 10:00 A.M.**

**COUNCIL CHAMBERS & ZOOM MEETING**

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

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

Committee responsibilities - Code Enforcement and Zoning, Future Zoning, Housing, Planning, Preservation/HARB, Downtown, Comprehensive Plan and Strategic Plan.

Committee Members: Toni Bell (Chair), Jaclyn Kressler and Nicholas McGaw.

**Citizens to be heard:**

1. Update on the zoning rehaul draft.
2. Update on the SALDO rehaul draft.
3. Review of the code enforcement active status report from 10/1/2023- 10/30/2023.
4. Review of the code enforcement permit report from 10/01/2023- 10/30/2023.
5. Review of the food truck ordinance.
6. Review of a draft street vacation procedure.
  - Review of a draft escrow agreement.
7. Approval of the minutes from the 8/29/2023 meeting.
8. Approval of the minutes from the 7/25/23 meeting.
9. Review of the flood task force minutes from 8/23/2023.

**Old business:**

10. Open garbage containers- legal. Direction from Committee on 7/25/2023.
11. Commercial buildings- third monitoring ordinance- legal. Direction from Committee on 7/25/2023.
12. Buyout plan.
  - Elevation/ acquisition/ demolition.
13. NSR/ RRU ordinance- legal.

**Next meeting: November 28, 2023.**

10/1/2023 - 10/30/2023

Case #	Assigned To	Owner Name	Main Status	Description	Parcel Address	Case Date
--------	-------------	------------	-------------	-------------	----------------	-----------

**Group: NOV Issued**

230302	Gregory Ash	Bloom LLC	NOV Issued	Infestation	141W Main St 2nd Floor	10/19/2023
230301	Michael Reffeor	LAFATA GIUSEPPE & EDITH	NOV Issued	Unsanitary conditions	450452 EAST ST	10/18/2023
230298	Gregory Ash	HERRITY PATRICIA V	NOV Issued	Unsanitary	349 E FOURTH ST	10/17/2023
230297	Kyle Bauman	DZOH DAWN M & GORDON M	NOV Issued	Stormwater Drainage	280 W ELEVENTH ST	10/16/2023
230292	Kyle Bauman	HANAWAY JEREMY J	NOV Issued	Grass & Weeds	814816 MARKET ST	10/13/2023
230291	Gregory Ash	MAY WILLIAM E & SARAH G	NOV Issued	Mildew Growth	591593 W MAIN ST	10/12/2023

**Group Total: 6**

**Group: Open**

230305	Michael Reffeor	ALLEN ROGER W & MARTHA L	Open	No zoning or building permits	741 MARKET ST	10/26/2023
230303	Gregory Ash	SAMUELS GEORGE F JR	Open	Rodents	145 W EIGHTH ST	10/24/2023
230296	Kyle Bauman	KAWNEER COMPANY INCORPORAT ED C/O ALCOA INC PROP TAX DEPT	Open	Sign Permit Required	500 E TWELFTH ST	10/13/2023
230295	Kyle Bauman	ULRICH JORDAN & AMBER	Open	Exterior Conditions	307 W ELEVENTH ST	10/13/2023
230294	Kyle Bauman	KESTER ANTOINETTE	Open	Exterior Conditions	290 W ELEVENTH ST	10/13/2023
230293	Kyle Bauman	NARN BLOOMSBUR G LLC	Open	Parking Concerns	1517 E THIRD ST	10/13/2023

# Case Report

Case #	Assigned To	Owner Name	Main Status	Description	Parcel Address	Case Date
230286	Michael Reffeor	MOT EPHRAIM REALTY LLC C/O CHAIM SCHEINBAUM	Open	Tall grass, rubbish, unoccupied building	211 E FIRST ST	10/9/2023
230285	Michael Reffeor	HAEDRICH JEFFREY A	Open	Garbage and rubbish	590 W 3rd St	10/2/2023

**Group Total: 8**

--	--	--	--	--	--	--

**Total Records: 14**

**10/30/2023**

10/1/2023 - 10/30/2023

Permit #	Permit Date	Permit Type	Project Description	Project Cost	Parcel #	Parcel Address
2023192	10/24/2023	Zoning	ATM enclosure - replacement of existing signage at property per attached plans	4,631	05E10 00200000	1 S HOSPITAL DR
2023190	10/26/2023	Building	New sign for pizza shop as per plans	4,100	05E04 01301000	5860 E MAIN ST
2023189	10/25/2023	Building	Installation of 2 tesla powerwalls to existing PV system	27,549	05W04 26800000	370 W THIRD ST
2023188	10/24/2023	Building	Roof replacement: 40 square Owens Corning Duration Shingles and 4 square EPDM rubber roof. Existing shingles and rubber roof will be removed and disposed.	22,000	05E12 00900000	440450 SPRUCE ST
2023186	10/24/2023	Building	remove existing decks and build replacements in same place	25,000	05E18 01400000	209 HEMLOCK LN

# Permit Report

Owner Name	Owner Address
BLOOMSBURG HOSPITAL PROPERTIES	549 FAIR STREET
MAIN ST REAL ESTATE LLC	6 GRAY ST
SANDERS BRICE JENNIFER LARKIN	370 W THIRD ST
G2SM MANAGEMENT LLC	9 BRIDLE WALK
BACHINGER JOHN & DIANE	209 HEMLOCK LANE

Permit #	Permit Date	Permit Type	Project Description	Project Cost	Parcel #	Parcel Address
2023185	10/24/2023	Building	Replacement of existing signage at subject property per attached plans	38,479	05E04 02900000	232 EAST ST
2023184	10/24/2023	Accessibility	Parking lot black top, striping, and handicap spot creation	2,500	05W05 02300000	50 W MAIN ST
2023183	10/19/2023	Electrical	Reassign meter to new customer	20,000	05W03 22000000	707 Railroad St
2023181	10/19/2023	Building	Roof replacement	19,200	05E05 14100000	3831/2 LIGHTSTREET RD
2023178	10/10/2023	Electrical	Replacing meter base and service drop	1,650	05E11 07500000	714 E THIRD ST
2023177	10/19/2023	Building	Replace x-ray equipment and upgrade finishes	163,700	05E10 02500025	549 FAIR ST
2023175	10/19/2023	Electrical	Dollar General on 6 E Main St - Wiring the food coolers and the cash registers in the store	4,000	05E04 00100000	2 E MAIN ST

Owner Name	Owner Address
COLUMBIA COUNTY FARMERS NATIONAL BANK	232 EAST STREET
COLUMBIA COUNTY HISTORICAL & GENEALOGICAL SOCIETY	PO BOX 360
PENNSYLVANIA POWER & LIGHT COMPANY PPL - REAL ESTATE TAXES (GENN2)	2 NORTH NINTH STREET
MVRN TWO LLC	PO BOX 1059
CUTTS RAYMOND LOUIS III KAYLIN MARIE BRAGAS	714 E THIRD ST
BLOOMSBURG HOSPITAL	549 FAIR STREET
MVRN NINE LLC	PO BOX 1059



Permit #	Permit Date	Permit Type	Project Description	Project Cost	Parcel #	Parcel Address
2023174	10/19/2023	Electrical	This project will be installing one (1) se41-2730 cabinet and 162ft of 2" shc pvc and 1 (one) 24"x36"x36" handhole. Exact address; 473 Wood St, Bloomsburg, PA 17815; Town of Bloomsburg.	1	05E12 00100000	473 Wood Street
2023173	10/4/2023	Building	Repair bad portion of porch beam, siding	1,200	05W04 07700000	250 W FIRST ST
2023157	10/11/2023	Floodplain Development	Boone's Dam removal. Property isn't on this parcel but part of Fishing Creek adjacent to Town and Fair property.	0		Boone Dam - Fishing Creek
2023129	10/6/2023	Building	Renovate accessory garage into SFD after subdividing from original lot/house.	35,000	05E13- 04400000	717 Oak Street
2023121	10/19/2023	Zoning	Zoning for tattoo parlor	0	05E04 01300000	62 E MAIN ST

Owner Name	Owner Address
GenXC Group	12855 SW 132 Street
VENTURI ENTERPRISE INC	327 RIDGE RD
TOWN OF BLOOMSBUR G	301 EAST MAIN STREET
Chatty Cathy LLC	400 Spruce St
MELODY REALTY LLC	49 MOSER LANE

Permit #	Permit Date	Permit Type	Project Description	Project Cost	Parcel #	Parcel Address
2022184	10/19/2023	Building	23 Hospital Drive - Construction of detached salt shed and one bay garage; blacktop repairs	90,000	05E0902503000	

**Total Records: 18**

Owner Name	Owner Address
BLOOMSBURG HOSPITAL PROPERTIES INCORPORATED	549 EAST FAIR STREET

10/30/2023

## **Part 6. VENDING**

**[Ord. 888, 10/10/2005, § 11]**

### **§ 13-601. General Provisions.**

**[Ord. 938, 2/28/2011, § 1.00]**

1. Title. This Part shall be known as the “Vending Ordinance.”
2. Authority. The authority for this Part arises from the proprietary function of the Town of Bloomsburg to regulate the use of its rights-of-way.
3. Purpose. The purpose of this Part is to provide for the health, safety, and welfare of the citizens of the Town of Bloomsburg and permitted vendors and their customers.

### **§. 13-602. Definitions.**

**[Ord. 938, 2/28/2011, § 2.00]**

As used in this Part, the following terms shall have the meanings indicated:

**FOOD TRAILER:** a mobile food business that serves food or beverages from a nonmotorized vehicle that is normally pulled behind a motorized vehicle.

**FOOD TRUCK:** A motorized, self-contained conveyance from which food is prepared and sold the Town of Bloomsburg.

**FOOD TRUCK/TRAILER VENDING:** The act of selling food by a food truck or food trailer vendor.

**FOOD TRUCK VENDOR:** A person who sells food from a food truck or trailer.

**FOOD VENDOR:** Referenced throughout the ordinance refers to both “Food Truck Vendors”, “Street Vendors”, “Vending Cart” unless specifically stated otherwise.

**MUNICIPAL LOT:** A land surface or facility owned by the Town of Bloomsburg, providing vehicular parking spaces off of a street together with drives and maneuvering lanes so as to provide access for entrance and exit for the parking of motor vehicles.

**PUBLIC RIGHT-OF-WAY:** That portion of a public street or parking area located in the area where food vending is permitted which is limited to a designated parking space of such public street.

**STREET VENDING:** The act of selling food, or products by a street vendor.

**STREET VENDOR:** A person who sells food, or products from a vending cart, tent, or table.

**VENDING CART:** A transportable, nonmotorized, self-contained conveyance from which food, or products is prepared or sold within the public rights of way of the Town of Bloomsburg as defined herein. A vending cart shall not have walls or a floor and cannot be occupied. Vending carts shall be quickly removable from any location in the event of an emergency. Vending carts also include tents and tables. I think we should remove the tents and tables as it is part of the street vendor definition.

#### **§13-603. Permits.**

**[Ord. 938, 2/28/2011, § 3.00]**

1. Permit required.
  - A. It shall be unlawful for any person to engage in vending in the public right of way, on Municipal lots, or Town owned property without a permit, which shall be prominently displayed on the food vendor or street vendor.

- B. A permit issued under this Part shall not be transferable.
- C. Annual Permits are available for a period of one year (365 consecutive days) for a fee, established by Town Council. Single-day, weekly, and monthly permit applications are available for a fee, established by Town Council, that will be reviewed by the Code Enforcement Office and the Bloomsburg Police Department If necessary.
- D. The food vendor shall register, and provide to the Code Office with current copies of registration with the Department of Revenue of the Commonwealth of Pennsylvania for taxing purposes, and with the Town of Bloomsburg Local Tax Administrator with regard to the Town of Bloomsburg Business Privilege/Gross Receipts Tax. Additionally, Department of Agriculture, and a Serv Safe Certificates must be submitted to the Code Office. Certificate of Liability form must list the Town as additional insured for the time period the permit issuance.
- E. Permits may be revoked by the Town of Bloomsburg for violations of this Part. A notice of revocation shall set forth the reasons for the revocation and shall be mailed to the food vendor at the address indicated on the permit application, or personally served on the food vendor, food vendor/ truck.
- F. The food vendor may appeal the notice of revocation to Town Council on a form provided by the Town of Bloomsburg within 20 days of the date of notification of the notice of revocation.

**§13-604. Application Procedure.**

**[Ord. 938, 2/28/2011, § 4.00]**

- 1. Application for a permit shall be submitted on a form made available by the Town of Bloomsburg.
- 2. No fee is required to be submitted at the time application is made for a food vendor permit. The permit fee will be collected prior to the issuance of a permit by the Code Enforcement Office.

**§ 13-605. Limitation on Number of Permits and Locations for Food Vendors.**

**[Ord. 938, 2/28/2011, § 5.00]**

1. The number of food vendor permits shall be limited to the locations as set forth by the Town Council for the Town of Bloomsburg, and as amended from time to time.

**§13-606. Permitted Area.**

**[Ord. 938, 2/28/2011, § 6.00]**

1. Street Vending.
  - A. Street Vending shall be permitted only between the hours of 9:00 p.m. and 3:00 a.m., seven days per week, in designated approved street vending locations, and such time period shall include setup and cleanup time.
  - B. In addition to 13-606.1.A, Street Vendors are also permitted to vend in approved Municipal lots, permitted for Food Truck Vendor, as stipulated in 13-606.2.A during the same hours and locations as Food Truck Vendor sales are permitted.
  - C. In the event that the location designated in the street vending permit is occupied by a vehicle during 9:00 p.m. at 3:00 a.m., the street vendor may occupy the first open parking space on either side of the permitted space. If the location designated in the permit is under repair, Town Council/ Code Enforcement/ Police Department shall permit the use of an alternate location until repairs are completed.
2. Food Truck Vendor.
  - A. Food truck vendor may be permitted on Town Property in approved Municipal metered parking spaces and shall serve food between the hours of 7:00 a.m. - 3:00 a.m. the following morning. Municipal parking spaces are not reserved or guaranteed for food truck vendors. Food truck vendors are responsible for applicable parking regulations; however, meter fees will be waived for license holders while food vendors are conducting business. No food vendor may operator or set up between 3:00 a.m. – 7:00 a.m.
  - B. Food vendors shall be permitted on commercial use lots with the expressed written consent of the property owner. Food vendors on commercial lots must not impede traffic flows, or pedestrian circulation of any type or create a hazard or nuisance. No permit is required to be obtained on commercial use lots. Food vendors must serve curbside. It is the owner's responsibility to obtain all the required documents required in 13-608. Commercial property owners are responsible for confirming that each vendor has a valid Serve Safe Certificate, Department of Agriculture Certificate, and proper insurance. Food Vendors must also register with the local taxing agency to collect Gross Receipt Taxes. No permit is required to be obtained on a commercial lot.
  - C. Food vendors shall also be permitted on private residential property for catering and similar events between the hours of 8:00 a.m. – 10:00 p.m. as amended from time to time by Town Council, with written consent of the property owner. Food vendors on private residential property shall be permitted for a maximum of two days in a month. Also, capped at 12 set up days per year. Council can vote on exceptions to these limitations. Parking or setup of



food vendors shall not impede traffic flows, or pedestrian circulation of any type. Food vendors shall not create a public nuisance to adjoining property owners. Private property owners are responsible for confirming that each vendor has a valid Serve Safe Certificate, Department of Agriculture Certificate, and Proper Insurance. Food Vendors must also register with the local taxing agency to collect Gross Receipt Taxes. No permit is required to be obtained on private residential property.

- D. Food vendors shall utilize no more than two adjacent parking spaces in Municipal parking lots.
  - E. Food vendors and setup should not be greater than 28 feet in length.
  - F. No more than two Food truck vendors should occupy a specific lot at any given time. Additionally, no more than two street vendors may occupy the specific lot.
3. In the event that a special function that is approved by the Town of Bloomsburg, which is scheduled and coordinated by an organization to be held on the streets where food vendors are permitted under this Part, shall conflict with the hours that food vendors are permitted to operate their businesses, the food vendors shall not operate within 600 feet of the defined area of a permitted special function, unless the vendors shall secure permission from the event permit holder. Special Event permits may be required from the Town or the Bloomsburg Police Department.

#### **§13-607. Limitation on Permits.**

**[Ord. 938, 2/28/2011, § 7.00]**

- 1. The issuance of a food vendor permit under this Part shall not create a real estate interest in any permitted space as a leasehold or otherwise, and the holder of the food vendor permit shall be a licensee.

#### **§ 13-608. Vending Requirements.**

**[Ord. 938, 2/28/2011, § 8.00]**

- 1. All signage displayed by Food Vendors shall not display products, sales, and services other than their own products, sales, and services being provided by said food Vendor. Signage shall comply with the Zoning Sign Regulations of the Town of Bloomsburg Code of Ordinances.

2. Food truck vendors and vending carts shall be maintained and kept in a sanitary condition.
3. All food truck vendors must comply with PA Vehicle Code relative to vehicle registration inspection and insurance.
4. The food vendor permit issued by the Town of Bloomsburg shall be prominently displayed.
5. A vending cart must have at least two wheels to permit movement to another location in case of an emergency, or able to be carried away by hand.
6. Food vendors shall have a trash receptacle and the food vendor shall be responsible for the disposal of trash generated by its business. Food truck vendors are responsible for proper disposal of the trash whenever the container becomes full or, at a minimum, at the conclusion of the day's operation, but not in receptacles provided for by the Town of Bloomsburg,
7. All refuse must be recycled in accordance with the Town of-Bloomsburg Solid Waste Ordinance.
8. All food truck vendors or vending carts shall be equipped with a serviceable fire extinguisher.
9. All food vendors will be required to haul away all grease and waste water. No dumping of materials will be permitted in storm drains, on Town property, or on private property within Town limits.

**§ 13-609. Location of Vending Carts.**

**[Ord. 938, 2/28/2011, § 9.00]**

1. A vending cart shall be placed in the center of the parking place where it is permitted to operate.
2. A vending cart shall be placed as close as possible to the curb when set up in the right-of-way.

3. Sales shall take place only on the sidewalks adjacent to the permitted spaces and in the approved parking lots referenced above. LANGUAGE FOR LOT SERVING...?

**§ 13-610. Prohibitions.**

**[Ord. 938, 2/28/2011, § 10.00]**

1. The following shall be prohibited:
  - A. Use of a sidewalk, or open areas of parking lots for product display, storage, or the disposal of trash.
  - B. Connection of utilities while setup or operating on Town owned properties.
  - C. Any set up on private or commercial owned lots cannot have any utility connection across a public right of way.
  - D. Advertising other than the list of food and prices set forth in § 13-608 above.
  - E. Tables, chairs, benches, stools or other items for customers to use during the consumption of food.
  - F. Fold-out shelves, awnings, or canopies that extend into the sidewalk area that interfere with pedestrian traffic. Umbrellas are permitted so long as they do not interfere with pedestrian traffic.
  - G. Propane cylinders in excess of 100 pounds.
  - H. Lighting that would cause objectionable glare or distraction. As determined by PennDOT regulations, Code Enforcement Office or Police Department.

- I. Sound-amplifying devices to attract attention, verbally hawking or soliciting product sales, and the making of loud or raucous noises.
- J. Sales to motorists.
- K. Any act that interferes with the free and open movement of persons on a sidewalk and vehicles in the street right-of-way, or parking lot.
- L. Generator use is not permitted before 7 a.m. or after 10 p.m. All generators must be operated in compliance with the Town's Nuisance and Hazard Abatement Ordinance, (i.e., Noise Ordinance).

**§ 13-611. Insurance Indemnification:**

**[Ord. 938, 2/28/2011, § 11.00]**

1. Each food vendor shall maintain, and provide the Town of Bloomsburg with proof thereof, comprehensive liability insurance with a minimum policy limit of a \$1,000,000 listing the Town of Bloomsburg as an additional insured. The certificate must be valid during the dates of the food permit.
2. Food vendors shall indemnify, defend, and hold the Town harmless from all claims, liabilities, obligations, damages, penalties, costs, and expenses, including reasonable attorney fees and disbursements of any kind or nature including, but not limited to, actions for personal injury or death, or the assessment of fines or penalties by any governmental agency.

**§ 13-612. Penalty.**

**[Ord. 938, 2/28/2011, § 12.00]**

1. Any person who violates any provision of this Part shall be sentenced to pay a fine not in excess of \$1,000 to the use of the Town of Bloomsburg, with costs of prosecution, or to be imprisoned for not more than 10 days, and each day of violation shall be considered a separate offense, and shall have their permit revoked without a refund of fees paid.



**TOWN OF BLOOMSBURG**  
**ESCROW AND REIMBURSEMENT AGREEMENT**  
*(For use solely with Petitions for Street Vacations)*

**THIS ESCROW AND REIMBURSEMENT AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TOWN OF BLOOMSBURG**, a governmental entity having its address at 301 East 2<sup>nd</sup> Street, Bloomsburg, Pennsylvania 17815 (hereinafter referred to as "**Town**") and \_\_\_\_\_ having an address of \_\_\_\_\_ (hereinafter referred to as "**Applicant**").

**BACKGROUND**

A. *[Use, when relevant to Petition]* Applicant is the legal or equitable owner of certain PIN(s) \_\_\_\_\_, and located at \_\_\_\_\_ within the \_\_\_\_\_ Zoning District (hereinafter referred to as the "**Site**").

B. Applicant has applied to the Town requesting action or consultation (hereinafter referred to as the "**Petition**") on a matter which requires the posting of funds in escrow pursuant to the procedure adopted by the Town of Bloomsburg for processing a Petition for Street Vacation.

C. The procedure adopted by the Town of Bloomsburg requires the Applicant to pay certain sums into an escrow account, the purpose of which is to reimburse the Town for all out-of-pocket costs incurred by the Town in addressing the Petition.

**DETAILS OF AGREEMENT**

***NOW THEREFORE***, intending to be legally bound the parties agree as follows:

1. **Authorization of Processing Application.** Applicant authorizes the Town, along with its professional consultants, to review the Petition and take any such action as the Town may deem to be necessary or appropriate with respect to the request set forth in the Petition, including, without limitation the notification of affected parties, publication of legal advertisements of public hearings and the enactment of any applicable ordinance(s).

2. **Reimbursement of Town Expenses.** Applicant acknowledges that the Town will incur costs and fees relating to the Petition (defined below as "**Town Expenses**"). Applicant hereby agrees to pay and/or reimburse Town for such Town Expenses. This obligation for reimbursement of Town Expenses shall not be limited to the amount placed in escrow with the Town.

3. **Reimbursable Town Expenses.** Applicant shall pay for all out-of-pocket costs

incurred by the Town in addressing the request set forth in the Petition (collectively "***Town Expenses***"). Said Town Expenses include but are not limited to advertising expenses, stenographic, publication, postage fees, and all fees and expenses of the Town's professional consultants. Professional consultant fees may include, but are not limited to, the following, where applicable: (a) review of any and all plans, proposals, emails, memoranda, studies, correspondence, and other documents, regardless of medium, relating to the Petition; (b) attendance at any and all meetings (public or otherwise) relating to the Petition; (c) preparation of any documents related to the Petition, including, but not limited to: correspondence, emails, memoranda, studies, reports, plans, surveys, agreements, deeds, declarations, casements, and other legal documents; and (d) monitoring, testing, and inspecting the work conducted by Applicant and/or its agents, contractors, representative, or employees in conjunction with the Petition.

4. **Escrow Account.** Applicant hereby agrees to deposit with Town the sum of Two Thousand Five Hundred Dollars (\$2,500.00) as security for the payment of Town Expenses; said sum shall be delivered to the Town upon execution of this Agreement and will be held by the Town in a non-interest-bearing account ("***Escrow Account***"). The Town reserves the right to demand at any time that the Escrow Account balance be increased if the Town determines in its sole discretion that the remaining balance may be insufficient to cover Town Expenses. Should the Town determine that an increase in the Escrow Account balance is necessary, the Town may elect to stop work on the Petition until the Escrow Account balance has been increased.

5. **Withdraw and Replenishment of Escrow Account.**

(a) Upon the Town forwarding to Applicant an invoice for Town Expenses, Town is authorized and shall have the unilateral right to withdraw monies from the Escrow Account to cover the Town Expenses set forth in the invoice. Applicant shall replenish the Escrow Account by promptly paying the invoice. Said payment will be deposited into the Escrow Account.

(b) Any invoices not paid within twenty (20) days of the invoice date shall incur a finance charge of one percent (1%) per month compounded monthly until such sums have been paid.

(c) If at any time the Escrow Account is insufficient to cover all or any part of an invoice for Town Expenses, and the Town informs Applicant of this fact, the Town shall have the unilateral right to withdraw the remaining monies from the Escrow Account and the Applicant shall pay Town the amount of any such shortfall and also make a payment for the total invoice whereby said monies will be deposited in the Escrow Account. Applicant's obligation to pay invoices for which there are insufficient funds in the Escrow Account is in addition to Applicant's obligation to replenish the Escrow Account balance in accordance with subparagraph (a) above.

(d) In the event that Applicant disputes any professional consultant fees, Applicant shall be required to proceed in accordance with Sections 503(1) and 510(g) of the Pennsylvania Municipalities Planning Code (53 P.S. §§ 10503(1) and 10510(g)), regardless of

the applicability of those Sections. However, in the event the Applicant disputes the amount of any professional consultant fee, the Applicant shall no later than thirty (30) days after the date of transmittal of the invoice to the Applicant, notify the Town and the Town's professional consultant that such fees are disputed. Applicant's failure to timely notify the Town and the Town's professional consultant within thirty (30) days shall be a waiver of the Applicant's right to dispute said fee and pursue arbitration in accordance with applicable law, including but not limited to Sections 503(i) and 510(g) of the Municipalities Planning Code. 53 P.S. §10503(1) and 10510(g). Applicant hereby expressly waives any requirement of the Municipalities Planning Code, or any other applicable law, ordinance, or regulation that allows the Applicant a length of time in excess of thirty (30) days to notify the Town and the Town's professional consultant of a disputed fee in order to preserve its right to arbitration of the disputed fee.

(e) Applicant agrees and covenants that in case of either voluntary or involuntary bankruptcy of Applicant, the Escrow Account is not considered to be a part of the bankruptcy estate of Applicant, but rather a separate escrow in the name of Town, subject, nevertheless, to the terms and conditions contained within this Agreement.

6. **Release of Escrow Funds.** Applicant and Town agree that funds remaining in the Escrow Account shall be returned to Applicant upon written request to the Town after either: (i) all Town work concerning the Petition is completed and all Town Expenses have been paid; or (ii) Applicant withdraws the Petition and all Town Expenses have been paid.

7. **Final Action.**

(a) Applicant acknowledges and agrees that ordinarily, no final favorable action on the Petition will occur until all Town Expenses have been paid.

(b) Applicant acknowledges and agrees that the purpose of this Agreement is to assure the Town that all Town Expenses are paid. It is not in any way a promise or guarantee to Applicant that the Town will act favorably on the Petition in the manner suggested by Applicant, and in fact, it is possible that the Petition could be denied in its entirety.

8. **Access to the Property.** By execution of this Agreement, Applicant acknowledges and agrees that if the Petition involves real estate, Town employees, professional consultants, elected officials and appointed members of Town committees, commissions, boards, etc., may enter upon and inspect the Site for purposes related to the Petition. See the Site Visit Authorization form attached hereto as **Exhibit "A"** which must be signed by the record owner of the property involved with the Petition if the Applicant is not the record owner.

9. **Termination of Agreement.** Applicant may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Town that Applicant is withdrawing its Petition. Upon receipt of such written notice to Town, Applicant shall only be liable to the Town for the Town Expenses for work performed prior to the end of this fifteen (15) day notice period, it being recognized that following receipt of such notice the Town will need to notify various persons to stop work on the Petition, and that there may be

some measure of "closeout" work necessary following notification of the withdrawn Petition.

#### 10. **Breach of Agreement**

(a) If Town determines that Applicant has violated this Agreement, it may give written notice to Applicant of such violation and demand corrective action sufficient to cure the violation. If Applicant fails to cure the violation within fifteen (15) days after notice thereof by the Town, Town may bring an action at law or in equity in a court of competent jurisdiction to enforce this Agreement. Applicant and Town further agree that Town shall have the right and privilege to sue Applicant for reimbursement of Town Expenses and/or to impose a municipal lien. Town's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The Town's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Town may have.

(b) All reasonable costs incurred by Town in enforcing this Agreement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be the responsibility of Applicant if Town substantially prevails.

(c) Forbearance by Town in exercising any of its rights under this Agreement in the event of any breach of any term of this Agreement by Applicant shall not be deemed or construed to be a waiver by Town of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Town's rights under this Agreement. No delay or omission by Town in the exercise of any right or remedy upon any breach by Applicant shall impair such right or remedy or be construed as a waiver. Applicant hereby waives any defense of laches, estoppel, or prescription.

11. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of Applicant. Applicant shall provide Town with at least thirty (30) days advance written notice of any proposed assignment of Applicant's rights and responsibilities under this Agreement. Any assignment by Applicant to a third party shall not relieve Applicant of any obligations under this Agreement, including without limitation the obligation to pay Town Expenses, unless the Town has affirmatively in writing, agreed to relieve Applicant of such obligations. No such relief of Applicant from obligations to the Town shall be implied by circumstances, invoices, course of conduct, or otherwise; any such relief of the Applicant by the Town, which shall be in the sole discretion of the Town, shall occur only in a writing which explicitly states that Applicant is relieved of its obligations under this Agreement.

12. **Integration.** Applicant and Town acknowledge that this Agreement represents their full understanding as to reimbursement of Town Expenses, and any verbal or written representations or terms not contained herein are without effect.

13. **Choice of Law.** This Agreement and the Petition shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of the Town of Bloomsburg. Applicant and Town hereby consent to the exclusive jurisdiction of the



Court of Common Pleas of Columbia County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.

14. **Interpretation.** If any ambiguity or ambiguities in this Agreement should be claimed by either Applicant or Town, or if any court of competent jurisdiction should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of Town and against Applicant.

15. **Notices.** All notices, statements, requests, demands, consents, and other communications (each referred to herein as "Notice") permitted or desired to be made relative to this Agreement shall be given by one of the methods described in this paragraph. Notice shall be effective and deemed to have been received as follows: (i) when actually received by any method including hand-delivery and facsimile; (ii) one (1) day after deposit for overnight delivery with a nationally recognized courier requiring signature for receipt or providing tracking of delivery to a person at the recipient's address; (iii) two (2) days following deposit with the United States Postal Service, postage prepaid, certified mail, return receipt requested. All Notices shall be directed to the parties at the addresses shown in this Agreement. Any party may change its address for Notices under this Agreement by giving written Notice in like manner to the other part(ies), specifying that the purpose of the Notice is to change the party's address.

16. **Waiver.** Failure or repeated failure by Town to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions; and nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times. In addition, if any Town staff member exercises leniency with Applicant in failing to strictly abide by the Town's rights under this Agreement, no such action shall negate or alter the rights of Town under this Agreement.

17. **Severability.** If for any reason one or more of the terms or provisions of this Agreement (or any provision(s) thereof) or their application to any person or circumstance shall be held by a forum of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect or to any extent, such terms and provisions shall nevertheless remain valid, legal, and enforceable in all other respects, and in all other jurisdictions, and to such extent as may be permissible; any such holding shall not bind any party hereto unless such party also was a party to the proceeding in which such holding was rendered by a forum of competent jurisdiction. In addition, any such offending provision shall not affect any other provision hereof, but this Agreement shall be construed as if such offending provision had never been contained herein and this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

***IN WITNESS WHEREOF,*** and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hands and seals the day and year first set forth above.

**APPLICANT:**

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Company/Entity Name*

\_\_\_\_\_

*Printed Name (Individual or Company Contact  
Person and Title)*

By: \_\_\_\_\_  
*Signature*

**TOWN OF BLOOMSBURG**

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

## **Exhibit "A"**

### **Site Visit Authorization Form**

Town of Bloomsburg seeks consent and authorization for its employees, professional consultants, elected officials and other persons which it may designate to enter onto your property for the purpose of conducting a site inspection, analysis, measurement, and observation necessary or appropriate to evaluate the property with regards to the Petition filed with the Town.

Such authorization is to remain in full force and effect and to be applicable against all successors in title, heirs, and assigns. Site visits are intended to provide those individuals who visit the site with information which may be significant in reviewing and approving your Petition.

### **PROPERTY OWNERS RELEASE**

I/ We, being the title owners of the property situated at \_\_\_\_\_  
\_\_\_\_\_

(MUST BE SIGNED BY OWNER, not to include equitable owners, developers, engineers or representatives of the owner) which is the subject of a Petition currently pending before the Town authorize and specifically release individuals who enter on or about the site during an inspection from any liability, obligation or claim that might arise as a result of their entry onto or travel about the said property.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner



## **STREET VACATION PROCEDURE**

Street vacation decisions require the approval of Bloomsburg Town Council by adoption of an ordinance. This document sets forth the process and procedure for private citizens to request that a street or portion of a street be vacated in the Town of Bloomsburg.

In order to request that a street be vacated, real property owners who are majority in number and interest abutting upon an area not opened as a street, abutting upon an existing street or portion of a street may petition Bloomsburg Town Council to vacate a street or portion of a street.

Petitions to vacate a street must be filed with the Bloomsburg Town Manager. The Town Manager facilitates the review of street vacation requests and may request the input of other Town officials and departments with respect to a Petition.

The proposed vacation of a street should demonstrate that there are no adverse impacts to public interest and that necessary coordination with utility providers, adjacent property owners, and applicable Town Departments is complete before approval is granted. The process to initiate and complete a street vacation is as follows:

- A. The applicant must submit one (1) original and eight (8) copies of a completed Petition and Application for Street Vacation ("Petition") with the Bloomsburg Town Manager. The applicant must use the form appended hereto as Exhibit "A" and provide an initial payment in the amount of \$300.00 to the Town of Bloomsburg. The Petition will not be reviewed unless all of the materials in the attached checklist are included with the original Petition and each copy.
- B. The Town of Bloomsburg will review the Petition for completeness and has the right to reject any Petitions which are incomplete.
- C. The Town of Bloomsburg staff will initiate an internal review of the request. During this review, Town of Bloomsburg staff researches street history to understand the land use, transportation, and other impacts which may result from the proposed vacation. This process may take sixty (60) days or more to complete.
- D. Upon completion of the initial review referenced in B-C, above, the applicant will be notified by a representative of the Town of Bloomsburg and required to submit \$2,500 payable to "Town of Bloomsburg" and a fully executed Escrow Agreement, in the form appended hereto as Exhibit "B". The aforesaid amount is for legal, advertising, postage, stenographic and other out of pocket costs incurred by the Town of Bloomsburg with respect to the Petition. If these items are not provided within thirty (30) days of notice to the applicant that the initial review has been completed, the Petition shall be deemed to be abandoned.

- E. Upon an applicant providing the items required by Item D, above, a public hearing on the Petition will be scheduled and held within sixty (60) days receipt of the same.
- F. Upon conclusion of the public hearing the Bloomsburg Town Council may take action on the Petition. If the Bloomsburg Town Council, grants the Petition in whole or in part, the Town of Bloomsburg Solicitor shall draft an ordinance for publication and adoption by Bloomsburg Town Council at a public meeting.
- G. After adoption of the ordinance, the Applicant must reimburse the Town of Bloomsburg for all costs incurred with respect to the Petition which exceed the amount held in escrow. A certified copy of the Ordinance vacating the street(s) will not be provided to the Applicant until the same has occurred.
- H. The applicant shall, at is sole cost and expense, record the ordinance in the Columbia County Recorder of Deeds Office and provide a copy of the same to the Town of Bloomsburg.

**Please note that these requests take an extensive amount of research and review before advancing to legislative action, and we thank you for your patience.**

Contact: **Lisa M. Dooley**

Town Manager/ Secretary/ Treasurer



E-mail: [ldooley@bloomsburgpa.org](mailto:ldooley@bloomsburgpa.org)

Mobile: (570) 993-4045 Office: (570) 784-7123 Ext. 123 Fax: (570) 317-2003

Website: [www.bloomsburgpa.org](http://www.bloomsburgpa.org) Address: 301 E. 2<sup>nd</sup> Street, Bloomsburg, PA 17815



## **EXHIBIT "A"**

### **STREET VACATION PETITION AND APPLICATION**

**To the Bloomsburg Town Council:**

1. Petitioner(s) is/are \_\_\_\_\_ with an address of \_\_\_\_\_ . The Petitioners phone number and e-mail address is: \_\_\_\_\_
2. The Petitioners represent(s) that he/she is a majority in number and interest of the owner(s) of real estate abutting upon an area [not opened as a street] or [abutting on an existing street or portion of a street] (strike out the inapplicable portion).
3. Petitioner(s) seek(s) to secure the vacation of \_\_\_\_\_ as described in Exhibit "A" attached hereto and made a part hereof.
4. A plan bearing the signature of a Pennsylvania licensed professional land surveyor showing the Petitioners property and the portions of the street(s) which Petitioner(s) seek(s) to have vacated is attached hereto and made a part hereof as Exhibit "B".
5. Petitioner(s) is/are all of property owners whose properties abut the street which is requested to be vacated in this Petition.
6. Petitioner(s) believe and aver the street(s) should be vacated for the following reason(s): \_\_\_\_\_
7. Petitioner(s) hereby release(s) the Town of Bloomsburg from any damages sustained as a result of the vacation.
8. Petitioner(s) hereby agree that he/she shall not initiate any proceedings for the award of damages that may be had and for any damages that may result if the instant Petition was granted.
9. Petitioner(s) are willing and able and do hereby agree to reimburse the Town of Bloomsburg for all legal, advertising, postage, stenographic and other out of pocket costs incurred by the Town of Bloomsburg in connection with the street vacation requested in this Petition.
10. Petitioner(s) agree to indemnify the Town of Bloomsburg from and against any and all claims for damages or lack of access resulting from the vacation requested in this Petition.
11. Petitioner(s) agree to submit all information required by the Town of Bloomsburg in

the checklist which it has adopted as part of the street vacation process.

12. Petitioner(s) acknowledge and agree that when a street is fully vacated, half the reversionary rights go to the adjacent property owners on each side of the street.
13. Petitioner(s) acknowledge(s) that he/she is responsible at its sole cost and expense for obtaining any subdivision approvals, including reverse subdivision and lot consolidation approvals to place a unitary legal description of record in the Office of Recorder of Deeds for the vacated street which has become a part of Petitioner(s) property.

WHEREFORE, based on the foregoing, Petitioner(s) respectfully request the Town of Bloomsburg to grant its request to vacate the street(s) described in the foregoing Petition.

---

Signature of Petitioner(s)



## **STREET VACATION CHECKLIST**

**The following items are necessary to commence the review process for a street vacation request.**

**Review will begin when all documents are received.**

**Any Petitions which are incomplete will be rejected by the Town of Bloomsburg.**

**The process of scheduling a public hearing and advertising will not commence until the applicant has provided the escrow deposit and Escrow Agreement identified in Item 5, below.**

1. Completed signed Street Vacation Petition and Application with initial review fee of \$300.00.
2. A survey plan prepared bearing the signature and seal of a Pennsylvania licensed surveyor depicting: (a) the boundaries of Petitioners property (deed book/page number and PIN No.); (b) Metes and bounds description of area to be vacated; (c) Width of original street to be vacated; (c) Improvements and utilities along the street including overhead and underground; (d) the boundaries and names of the owners of property which the street passes through or abuts; (e) any utility easements or rights-of-way located within the area proposed to be vacated (f) Signature and seal of engineer or surveyor who prepared the plan.
3. Electronic PDF versions of the survey plan, in size and scale to permit printing on 8.5 x 11 paper and electronic Word format legal descriptions of the proposed street(s) to be vacated.
4. The names and addresses of all property owners depicted on the surveyor's plan described in Item 2, above, based upon the assessment records located at the Columbia County Courthouse.
5. A check in the amount of \$2,500 and fully executed Escrow Agreement upon completion of the initial review of the Petition by the Town of Bloomsburg.





## **EXHIBIT "B"**

### ESCROW AGREEMENT

**Community & Economic Development Committee Meeting Minutes**  
**Tuesday, August 29, 2023 10:00 a.m.**  
**Town Hall or via Zoom**

The meeting was called to order at 10:00 a.m., present were Council Member Nick McGaw, Jim Garman, Justin Hummel, Vince DeMelfi, Manager/ Secretary/ Treasurer Lisa Dooley, Director of Code Enforcement Mike Reffeor, Director of Public Works John Fritz, Director of Governmental Services Charles Fritz and Administrative Assistant Christine Meeker. Also present was MJ Mahon. Absent were Toni Bell and Jim Huber.

C. Fritz distributed the CRS flood educational brochure to Council and staff for review. This information helps residents of Bloomsburg stay informed on floodplain regulations and FIRM requirements.

The Committee discussed holding a dumpster day for town residents. The Committee was not in favor.

Committee reviewed the code enforcement active status report from 10/1/2019-8/28/23 and the permit report from 8/1/23-8/28/23.

M. Reffeor outlined proposed changes to the food truck ordinance.

The Committee reviewed the minutes from the 7/25/23 meeting.

Committee reviewed the flood task force minutes, no action required.

The Committee discussed the items of old business.

Being no further business, the meeting ended at 11:03 a.m.

Notes taken by Christine Meeker and reviewed by Lisa Dooley.

## **Community & Economic Development Committee Meeting Minutes**

**Tuesday, July 25, 2023 10:00 a.m.**

**Town Hall or via Zoom**

The meeting was called to order at 10:00 a.m., present were Council Members Toni Bell, Nick McGaw, Jim Huber, Jim Garman, Vince DeMelfi, Manager/ Secretary/ Treasurer Lisa Dooley, Director of Code Enforcement Mike Reffeor, Fire Chief Scott McBride, Director of Governmental Services Charles Fritz and Administrative Assistant Christine Meeker. Also present were MJ Mahon, Cleve Hummel, Dawn Moore, Michael Burger, Courtney LoPiccolo.

Ed Sabo came before the Committee to discuss the proposed zoning ordinance rewrite. Following is a list of issues that may warrant further review. 1. The proposed MX1 district does not allow for student housing. 2. Expansion of housing to include the ability to “build up” in the MX1 district had been stopped by the limitation of building height. 3. Parking of RV’s on a residential lot must be looked at, owners must be allowed to plug in their vehicles to charge batteries, equipment, etc. 4. Commercial vehicle parking requires discussion, owner/operators parking their vehicles.

Michael Burger from SEDA-COG updated the Committee on the 2023 Fair Housing exercise program, Tool Kit Welcome Back will kick off on August 11-12, 2023. The program will consist of distribution of information to municipalities and service organizations that will then be posted on social media, libraries, websites and printed. This will provide information to help with housing issues such as landlord/tenant problems, LBGTQ issues, etc.

Discussion of garbage and trash throughout the town continued from the April meeting. The Committee would like to move forward on recommending lids on dumpsters that must be closeable and fencing and screening of trash receptacles. Recycling requirements would include cardboard to be placed in a container or bundled and extra pickups following events such as block party, homecoming or move in/out weekends.

The Committee reviewed the code enforcement active status and permit reports for the month.

M. Reffeor requested direction from the Committee on the allowing of food trucks/ice cream trucks to be roving versus set up in a certain spot. Committee would like to see pros and cons for discussion at the next Committee meeting.

On a motion by N. McGaw, seconded by J. Huber, and voted on unanimously, the Committee approved the minutes from the May 30, 2023 meeting with no corrections.

Flood task force minutes were reviewed with no action required.

On a motion by J. Huber, seconded by N. McGaw, and voted on unanimously, the Committee recommends Council approve the update to the fire ordinance.

Discussion of monitored panel alarm systems in commercial buildings has come up again due to a problem at a commercial residential structure. Chief McBride stressed the importance of fire alarm systems that have the ability to automatic call out to a third party in the event of a smoke/fire/heat event. On a motion by J. Huber, seconded by N. McGaw, and voted on unanimously, the Committee recommends Council move forward with the solicitor review and prepare the ordinance for enactment.

It is the general consensus of the Committee to proceed with applying for the next round of multimodal grants for the 7<sup>th</sup> Street rehab and Market Street connectivity projects.

On a motion by J. Huber, seconded by N. McGaw, and voted on unanimously, the Committee adjourned the meeting at 12:39 p.m.

Notes taken by Christine Meeker, reviewed by Lisa Dooley.

# TOWN OF BLOOMSBURG FLOOD TASK FORCE

Minutes 8-23-23

Members present: Charles Fritz, Kyle Bauman, Ryan Eck, and Eric Stahley,

The meeting was called to order by Charles Fritz at 12:00 p.m.

**The minutes of the 5-10-2023 Flood Task Force were reviewed and approved.**

**Website review** The committee reviewed a new website [www.nationfloodservices.com](http://www.nationfloodservices.com) formerly floodtools.com which provides flood insurance information for carriers, agents, and homeowners. A link will be added to the Town's flood page. Another good resource [www.suppliesforemergency.com](http://www.suppliesforemergency.com) discusses buying a house in a flood zone.

**Know your line** – committee reviewed a national campaign of community signage that depicts the height of the highest flood event in the community at various locations throughout the community. Committee would like to revisit the proposal to do this given by Barry Isett.

**New recertification date** – C. Fritz noted that the 5-year recertification has been rescheduled for January 11, 2024.

**Siren Test-** Note to follow up with Police department about the annual test of the flood alert sirens and voice commands. Normally this is scheduled for the Monday after the Fair.

**Table top exercise** - the required annual table top exercise of a flood event must be planned and scheduled.

**Mapping** – C. Fritz noted that a new repetitive loss map has been made. E. Stahley noted that FEMA is hosting a meeting on the updated FIRM on Tuesday September 5<sup>th</sup> at 10:00 a.m. at Sawmill Road.

**PPL outreach-** Committee reviewed the PPL plan of outreach for compliance. Current outreach to all citizens in the calendar (mail in December), a direct mail letter to the RL areas extending to the entire SFHA (to be mailed in September), a direct mailer to Levee Protected properties (planned for October), outreach to Realtors (done in the spring), planned table top handouts at Community days and the Bloomsburg Fair.

**Updates:** R. Eck noted that the 30 days wait period for flood insurance is unless it is due to a loan closing. A new owner can get flood insurance for the new home at the time of the closing. R. Eck also noted adding a word to beware the flood insurance required with a home mortgage is typically only enough to cover the loan amount on the property to satisfy mortgage company interest. Additional coverage may be needed to provide adequate reimbursement to the homeowner for contents and more. K. Bauman would like to expand the information of the type of development that requires a flood permit (short or long form). K. Bauman brought up the possibility of conducting a walk and talk with homeowners during flood awareness week next year to bring information to homeowners or renters about the flood hazard. C. Fritz noted that community outreach on flood zones and flood insurance was done on August 1, 2023 at the National Night Out event.

The meeting was adjourned at 12:55 p.m. The next Flood Task Force meeting will be tentatively scheduled for October 10, 2023 12:00 p.m. at Town Hall and through Zoom.