

**BLOOMSBURG TOWN COUNCIL MEETING
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)
MONDAY, OCTOBER 23, 2023, 6:30 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>.

6:30 p.m.- Public hearing: vacating and abandoning a paper alley-Morucci Real Estate.

Call to order.

Pledge of allegiance.

Council remarks.

-An executive session was held on October 9, 2023 from 9:17 p.m.- 9:42 p.m. regarding a legal matter.

Citizens to be heard- time limit of three minutes.

-Downtown Bloomsburg, Inc. – approval of bagging the parking meters from November 22, 2023 through December 28, 2023 on Main Street. December 10 & 11, 2023 through December 28, 2023 in the municipal lots.

-Michelle Diltz- bike path.

-Katie Yelinek- lighting issues in Town.

-Tanner Dilg/ Fourth Taco- license.

Approval of the Council minutes from the 10/9/2023 meeting.

Resolution 10.23.2023.01- LSA Grinder.

Approval to advertise an ordinance for the vacated paper alley for Nikki Morucci and Frank Robbins.

Adoption of the Ordinance Amending Chapter 15 of the Code of Ordinances of the Town of Bloomsburg, 15-2023 Entitled “One-Way Streets Established”.

Adoption of the Ordinance to vacate the paper alleyway for Nikki Morucci and Frank Robbins.

1. DEPARTMENT REPORTS.

A. Fire department- September.

2. ADMINISTRATIVE FINANCE COMMITTEE – Justin Hummel

A. Approval to donate a four-member pool pass for the 2024 season to the Friends of the Bloomsburg Town Pool for fundraising/ promotion purposes in the amount of \$230.

- B. Approval to keep running the Municipal Airport. Payback of federal and state funds that are under obligation amount to \$7,747,747 per the Transportation Planning Manager from Bureau of Aviation on 10/20/2023.
 - C. Approval of payment to SEDA COG in the amount of \$2,630 for grant administration work that is not included in the grant reimbursement. Please note: this Honeysuckle Stormwater project was able to meet MS4 requirements that would have been a 100% cost to the Town. A motion to include payment out of the MS4 earmarked funds from American Rescue.
3. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE- Toni Bell**
- A. Approval of a Professional & Administrative Services Agreement with SEDA-COG for the Federal Fiscal Year 2023 Flood Mitigation Assistance (FMA)- Swift Current Grant Program to not exceed \$15,755. All services would be 100% grant funded.
 - B. Approval of a First Amendment to the Professional and Technical Services Agreement with SEDA-COG for the structure located at 246 East 9th Street under the HOME program.

November 13, 2023

Executive Session- An applied license legal matter and a Public Works employee matter.

The Bloomsburg Town Council held a meeting on Monday, October 9, 2023 beginning at 7:00 p.m. in Council Chambers, 2nd Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <https://us02web.zoom.us/j/4569203798>.

Mayor Justin Hummel called the meeting to order at 7:00 p.m., present were Council Members Toni Bell, Bonnie Crawford, James Garman, Vince DeMelfi, and Nick McGaw. Town Manager / Secretary/ Treasurer Lisa Dooley, Town Solicitor Matt Turowski, Chief of Police Scott Price, Public Works Director John Fritz, Director of Code Enforcement Mike Reffeor, Director of Governmental Services/ Recycling Coordinator Charles Fritz, Code Officer Kyle Bauman, Airport Coordinator BJ Teichman (Zoom) and Administrative Assistant Christine Meeker (Zoom). Also present were MJ Mahon, William Kreisher, Jacklyn Kressler, Jamie Shrawder, Theresa Huff, Kim Kus, Jason Huff, Dennis, Maria Valentin, Julie Petty, Alex Dubil, Scott McBride, David Hill, Rick Boger, William Eschenfelder, Andrew Barton, Stacy Wagner, Susan McGarry, 8 other citizens, and Corey Kreischer.

NOMINATION AND APPOINTMENT OF A COUNCIL MEMBER.

Mayor Hummel opened the floor for introductions of the residents interested in serving out the term on Council. William Kreisher, Jacklyn Kressler, Theresa Huff and Maria Valentin each spoke briefly on the reasons for their interest. Candidate Colleen Levi was not present.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council opened the floor to receive nominations to fill the vacant Council position.

N. McGaw made a motion to nominate Jacklyn Kressler.

V. DeMelfi made a motion to nominate William Kreisher.

T. Bell made a motion to nominate Theresa Huff. Being no other nominations, the Mayor closed the nominations.

Mayor Hummel called for a vote on the first candidate Jacklyn Kressler, the vote was 5 to 1 (DeMelfi voting no). Voting was closed since Council reached a majority vote.

Mayor Hummel administered the oath of office to Ms. Kressler. Ms. Kressler also signed the residency affidavit.

Citizen to heard.

Julie Petty attended via Zoom to express her concerns regarding the permit parking system in Town. Ms. Petty would like to see changes in the way residents are notified about parking permits, she also requested that a grace period be added and a reduced fine for residents that forget to renew their parking permits.

APPROVAL OF THE COUNCIL MINUTES FROM THE 9/11/2023 MEETING.

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved the minutes from the 9/11/2023 with no corrections or additions.

ADOPTION OF AMENDING CHAPTER 7 IN RELATION TO FIRE PREVENTION AND FIRE PROTECTION FOR INTERCONNECTED SMOKE DETECTORS.

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved amending Chapter 7 in relation to fire prevention and fire protection for interconnected smoke detectors.

ADOPTION OF CHAPTER 15 IN RELATION TO ONE-WAY STREETS ESTABLISHED. ADDING ONE WAY WEST AND THEN NORTH ON FORT MCCLURE BOULEVARD FROM RAILROAD STREET TO THE DRIVEWAY ENTRANCE TO STREATER FIELD.

On a motion by T. Bell, seconded by J. Garman, and voted on 6 to 1 (DeMelfi voting no) Council approved the adoption of Chapter 15 in relation to one-way streets established. Adding one way West bound and then North on Fort McClure Boulevard from Railroad Street to the driveway entrance to Streater Field.

ADOPTION OF FEE RESOLUTION 10.09.2023.01.

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, Council approved the adoption of fee resolution 10.09.2023.01.

ADOPTION OF RESOLUTION 10.09.2023.02- STATEWIDE LOCAL SHARE ASSESSMENT GRANT.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved the adoption of resolution 10.09.2023.02 regarding statewide local share assessment grant for the hangar project at the airport.

PROCLAMATION- OCTOBER AS LGBTQ HISTORY MONTH AND THE MONTH OF OUTFEST.

Mayor Hummel read a proclamation declaring October LGBTQ history month and the month of Outfest. Two members from the Outfest Committee were present to thank the Council and the community for their support.

RECOMMENDATION TO APPROVE THE 2024 MMO'S FOR BOTH POLICE AND NON-POLICE PENSION PLANS.

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved the 2024 MMO'S for both the police and non-police pension plans.

RECOMMENDATION TO APPROVE ENDING THE PROBATIONARY PERIOD OF OFFICER TORI FITZWATER EFFECTIVE 10/3/2023.

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved ending the probationary period of Officer Tori Fitzwater effective 10/3/2023.

RECOMMENDATION TO APPROVE THE 2024 MEETINGS.

On a motion by J. Garman, seconded by T. Bell, and voted on unanimously, Council approved the 2024 meeting schedule.

RECOMMENDATION TO APPROVE LEGAL ENGAGEMENT WITH MCNERNEY, PAGE, VANDERLIN & HALL.

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved the legal engagement of McNerney, Page, Vanderlin and Hall as an additional legal vendor.

RECOMMENDATION TO APPROVE THE LIST OF SEPTEMBER BILLS.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved payment of the following monthly bills: General Fund \$1,406,077.05, Recycling Fund \$26,577.10, Street Lighting Fund \$6,200.78, Airport Fund \$8,901.41, Fire Fund \$3,537.56, Pool Fund \$5,578.60, Liquid Fuels Fund \$7,459.65, CDBG-DR/FMA \$450.00, Commercial Loan Repayment \$11,000.00 and the September Payroll Authorization \$240,574.55.

APPROVAL OF TWO SEASONAL WORKERS FOR BLOOMSBURG FAIR ASSISTANCE FOR TRAFFIC CONTROL IN THE POLICE DEPARTMENT: ELIZABETH KILE & MALIK THOMPSON AT AN HOURLY RATE OF \$15 PER HOUR EFFECTIVE 9/22/2023 ALONG WITH THE OVERTIME RATE OF \$22.50.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved two seasonal workers for Bloomsburg Fair assistance for traffic control in the police department: Elizabeth Kile

& Malik Thompson at an hourly rate of \$15 per hour effective 9/22/2023 along with the overtime rate of \$22.50.

APPROVAL OF AN ELECTRICITY RATE FOR THE POOL ACCOUNT.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the electricity rate of \$0.09050/kWh for the Norris E Rock electricity pool account.

ACKNOWLEDGEMENT OF THE SERGEANT CERTIFIED LIST. APPROVAL OF APPOINTING DAVID BOWMAN TO SERGEANT IN THE BLOOMSBURG POLICE DEPARTMENT EFFECTIVE DECEMBER 4, 2023.

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved the sergeant certified list and the appointment of David Bowman to Sergeant in the Bloomsburg Police Department effective December 4, 2023.

APPROVAL OF A PUNCH LIST AGREEMENT WITH PREMIER POOLS.

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved the punch list agreement with Premier Pools.

APPROVAL OF A PAY APPLICATION TO PREMIER POOLS.

On a motion by B. Crawford, seconded by N. McGaw, and voted on unanimously, Council approved a pay application to Premier Pools.

RECOMMENDATION TO APPROVE CHANGE ORDER # 1 REGARDING THE BLOOMSBURG AREA RECREATIONAL TRAIL (BART) FROM MITCHELL KNORR CONTRACTING IN THE INCREASED AMOUNT OF \$172,174.75. NOTE: THIS ITEM WAS APPROVED AT THE 9/11/2023 COUNCIL MEETING BUT WITHOUT AN EXACT DOLLAR AMOUNT.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved change order #1 regarding the Bloomsburg Area Recreational Trail (BART) from Mitchell Knorr Contracting in the increased amount of \$172,174.75.

RECOMMENDATION TO APPROVE CHANGE ORDER # 2 REGARDING THE BART IN THE INCREASED AMOUNT OF \$2,099.76 FROM MITCHELL KNORR CONTRACTING WITH THE EXTENDED SUBSTANTIAL COMPLETION DATE OF NOVEMBER 22, 2023.

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved change order #2 regarding the BART in the increased amount of \$2,099.76 from Mitchell Knorr Contracting with the extended substantial completion date of November 22, 2023.

RECOMMENDATION TO APPROVE AN INVOICE RELATING TO PPL WORK FOR THE PARKING LOT PROJECTS IN THE AMOUNT OF \$18,247.63. NOTE: THIS WORK WAS BUDGETED.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved an invoice relating to PPL work for the parking lot projects in the amount of \$18,247.63. Note: this work was budgeted.

APPROVAL OF A QUOTE FROM SOKOL, INC. IN THE AMOUNT OF \$10,870 TO DEMOLISH A HOUSE THROUGH THE CONDEMNATION PROCESS AT 405 MILLVILLE ROAD. APPROVAL OF GENERAL FUNDS TO BE USED FROM THE CODE OFFICE.

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved a quote from Sokol, Inc. in the amount of \$10,870 for demolition through the condemnation process of the residential structure located at 405 Millville Road. Approval to expense to the Codes Department and use general funds.

RECOMMENDATION TO APPROVE UP TO 20 ADDITIONAL STREET LIGHTS (ESTIMATED TO BE AROUND \$8,000 FOR INSTALLATION COSTS) WITH THE LOCATIONS TO BE SELECTED BY THE PUBLIC WORKS DIRECTOR. FUNDS WILL BE DEDUCTED FROM THE STREET LIGHTING ACCOUNT. AUGUST ENDING BALANCE: \$193,071.45.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved up to 20 additional street lights to be installed in locations and selected by the Public Works Director. Estimated cost for installation to be around \$8,000. Funds will be deducted from the street lighting account.

RECOMMENDATION TO NOT ADVERTISE ANY AIRPORT TASK FORCE MEETINGS FOR 2024 BUT APPOINT THE TASK FORCE MEMBERS IN NEED OF A MEETING/ PROJECT DISCUSSION. FULL COMMUNICATION WILL STILL BE MAINTAINED BY THE AIRPORT COORDINATOR TO THE TASK FORCE MEMBERS.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved not to advertise any Airport Task Force meetings for 2024 but to appoint the task force members in the event a meeting/project discussion is needed. Full communication will still be maintained by the Airport Coordinator to the task force members.

APPROVAL OF CHANGE ORDER ONE FOR THE CRACK AND RESEAL PROJECT WITH CRILON CORP IN THE DECREASE AMOUNT OF \$15,444.49 THAT OCCURRED AT THE BLOOMSBURG MUNICIPAL AIRPORT. CONTINGENT UPON DELTA AIRPORT CONSULTANT'S APPROVAL.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved change order #1 for the crack and reseal project with Crilon Corp in the decrease amount of \$15,444.49 that occurred at the Bloomsburg Municipal Airport.

APPROVAL OF THE FINAL PAY APPLICATION WITH CRILON CORP FOR THE CRACK AND RESEAL PROJECT AT THE BLOOMSBURG MUNICIPAL AIRPORT IN THE AMOUNT OF \$19,433.96. CONTINGENT UPON DELTA AIRPORT CONSULTANT'S APPROVAL.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the final pay application with Crilon Corp for the crack and reseal project at the Bloomsburg Municipal Airport in the amount of \$19,433.96. Payment is contingent upon Delta Airport Consultant's approval.

APPROVAL OF ENTERING INTO A TASK ORDER NUMBER FOUR WITH DELTA AIRPORT CONSULTANTS, INC. IN THE AMOUNT OF \$80,000 TO CONSTRUCT A PERIMETER FENCE AT THE BLOOMSBURG MUNICIPAL AIRPORT.

On a motion by N. McGaw, seconded by B. Crawford, and voted on 0 to 7, Council voted not to enter into a task order number 4 with Delta Airport Consultant's in the amount of \$80,000 to construct a perimeter fence at the Bloomsburg Municipal Airport.

POTENTIAL APPROVAL NEEDED FOR THE TOP COAT PAVING IN THE PINE LOT PARKING LOT TO OCCUR PRIOR TO THE POLE RELOCATION OCCURRING. UPDATE FROM LIVIC CIVIL.

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved the top coat paving in the Pine Avenue parking lot prior to the installation of the new utility poles.

APPROVAL OF CHANGE ORDER 2 REGARDING THE HONEYSUCKLE LANE STORMWATER MITIGATION PROJECT IN AN INCREASED AMOUNT OF \$7,962 AND AN EXTENSION DATE OF OCTOBER 15, 2023. CONTINGENT UPON SEDA-COG'S APPROVAL.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved change order #2 regarding the Honeysuckle Lane stormwater mitigation project in an increased amount of \$7,962 and an extension of October 15, 2023. Contingent upon SEDA-COG's approval.

RECOMMENDATION TO APPROVE ADVERTISING AN ORDINANCE CHANGING OYER AVENUE BEING CONVERTED TO A ONE-WAY STREET NORTH BOUND FROM W. RIDGE AVENUE TO W. FIRST STREET.

On a motion by B. Crawford, seconded by T. Bell, and voted on unanimously, Council approved to advertise an ordinance changing Oyer Avenue being converted to a one-way street North bound from W. Ridge Avenue to W. First Avenue.

RECOMMENDATION TO APPROVE HALLOWEEN TRICK-OR-TREATING TO BE SCHEDULED FOR OCTOBER 31ST FROM 6 P.M.- 9 P.M. EVERY YEAR FOR THE FORESEEABLE FUTURE BEING HELD RAIN OR SHINE.

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved Halloween Trick-or-Treating to be scheduled for October 31 for 6 p.m. – 9 p.m. every year for the foreseeable future being held rain or shine.

RECOMMENDATION FROM THE PLANNING COMMISSION TO RELEASE THE REMAINING \$12,208.38 IN FINANCIAL SECURITY FOR LANDMARK SIGNATURE HOMES, LLC PROJECT.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the release of the remaining \$12,208.38 in financial security for Landmark Signatures Homes, LLC project.

APPROVAL OF AN ADMINISTRATIVE INVOICE FOR SEDA-COG IN THE AMOUNT OF \$1,550 REGARDING THE OWNER- OCCUPIED HOUSING REHABILITATION PROGRAM.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved an administrative invoice for SEDA-COG in the amount of \$1,550 regarding the owner-occupied housing rehabilitation program.

APPROVAL OF WAIVING THE BOND FOR THE MUNICIPAL AUTHORITY WORK FOR THE 6TH STREET PROJECT.

On a motion by N. McGaw, seconded by B. Crawford, and voted on 6-1 (Hummel voting no), Council agreed to table this item.

APPROVAL OF MOVING FORWARD TO USE THE \$50,286 REMAINING CDBG-DR GRANT DOLLARS ON THE HONEYSUCKLE STORMWATER PROJECT. PENDING GRANT AGENCY, SOKOL AND SEDA-COG'S APPROVAL.

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved moving forward to the use the \$50,286 remaining CDGB-DR grant dollars on the Honeysuckle Stormwater project. This is pending the grant agency, Sokol and SEDA-COG's approval.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council adjourned into an executive session at 9:17 p.m. to discuss a legal matter with the option to reconvene. The executive session ended at 9:42 p.m.

APPROVAL OF WAIVING THE BOND FOR THE MUNICIPAL AUTHORITY WORK FOR THE 6th STREET PROJECT.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved waiving the bond for the Municipal Authority work for the 6th Street project.

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council adjourned the meeting at 9:44 p.m.

Lisa Dooley
Town Manager/Secretary/Treasurer

TOWN OF BLOOMSBURG
COLUMBIA COUNTY, PENNSYLVANIA

RESOLUTION NO: 10.23.2023.01

BE IT RESOLVED, that the Town of Bloomsburg of Columbia County hereby requests a Statewide Local Share Assessment grant in the amount of \$600,000 from the Commonwealth Financing Authority to be used for a new grinder machine to be utilized at the Bloomsburg Compost Site.

BE IT FURTHER RESOLVED, that the Applicant does hereby designates Lisa Dooley, Town Manager/ Secretary/ Treasurer and Mayor Justin C. Hummel as the officials to execute all documents and agreements between the Town of Bloomsburg and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Lisa Dooley duly qualified Secretary of the Town of Bloomsburg, Columbia County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Town of Bloomsburg at a regular meeting held Monday, October 23, 2023 and said Resolution will be recorded in the minutes of the Town of Bloomsburg and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Town of Bloomsburg this 23rd day of October, 2023.

Town of Bloomsburg
Columbia County

Justin C. Hummel, Mayor

ATTEST:

Lisa Dooley, Town Manager/Secretary

- SEAL -

IN RE: Vacation of Paper Streets :
(A portion of North Penn Street, :
A portion of Wirt Street, and an :
Unopened and Unnamed Alley :
Between Franklin Avenue and :
North Penn Street) :

PETITION

NOW COME Petitioners, Nikki Morucci and Frank Robbins through undersigned counsel to petition the Town of Bloomsburg Council Members to vacate Paper Streets – A portion of North Penn Street, a portion of Wirt Street, and an Unopened and Unnamed Alley between Franklin Avenue and North Penn Street (hereinafter “Subject Streets”).¹ In support thereof, Petitioners state as follows:

1. Petitioners are owners of real property abutting the Subject Streets.
2. The Subject Streets have never been opened for public use and are no longer required for public use.
3. Petitioners oppose opening the Subject Streets.
4. The area in which Subject Streets lies has only been utilized by residents with properties adjoining the area for private use.
5. All residents, including Petitioners, have alternative access from other streets.
6. The proposed vacation of the Subject Streets will serve the public interest by relieving the Town of increased financial burden relating to the construction and maintenance of the Subject Streets.
7. The proposed vacation of the Subject Streets will have no adverse impact on the Town or the adjoining residents.
8. The other half of the unopened portion of North Penn Street has already been vacated at the request of the abutting landowner, the Presbyterian Home, from the edge of its property to the former centerline.
9. Pursuant to Section 1732(c) of the Borough Code, the Town of Bloomsburg is released of any damages as a result of the vacation.

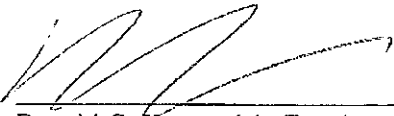
¹ Please see the attached legal descriptions of the same.

WHEREFORE, Petitioners hereby request the Town of Bloomsburg Council to adopt an ordinance vacating the portion of Paper Streets – A portion of North Penn Street, a portion of Wirt Street, and an Unopened and Unnamed Alley between Franklin Avenue and North Penn Street.

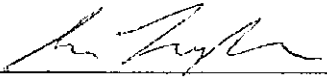
Respectfully submitted,

DONALD G. KARPOWICH
Attorney-at-Law, P.C.


Dated: 8/1/2023

By: 
Donald G. Karpowich, Esquire
PA Attorney ID No. 78176

Dated: 8/1/2023

By: 
Sean W. Logsdon, Esquire
PA Attorney ID No. 93096

Dated: 8/1/2023

By: 
Trevor I. Poremba, Esquire
PA Attorney ID No. 202293

85 Drasher Road
Drums, PA 18222
(570)788-6647
Attorneys for Plaintiffs

VERIFICATION

We, Nikki Morucci and Frank Robbins, do hereby verify that the facts set forth in the foregoing Petition are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

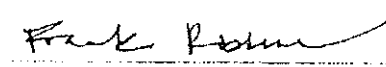
DATE:

8/1/2023


NIKKI MORUCCI

DATE:

8/1/23


FRANK ROBBINS

Legal Description
A Portion of North Penn Street
Between Franklin Avenue and North Penn Street
To be Granted to:
Frank Robbins
Town of Bloomsburg
Columbia County, PA

ALL THAT CERTAIN piece, parcel or tract of land, situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the centerline of the 40-foot wide unopened extension of Wirt Street, at its intersection with the westerly right-of-way line of the 40-foot wide unopened extension of North Penn Street;

thence, through the right-of-way of said extension of North Penn Street N61°41'18"E 21.00 feet to a point;

thence, along the centerline of said extension of North Penn Street, S10°35'33"E 173.22 feet to a point;

thence, through the right-of-way of said extension of North Penn Street S61°41'18"W 21.00 feet to a point;

thence, along the westerly right-of-way line of said extension of North Penn Street, N10°35'33"W 173.22 feet to a point, the place of **BEGINNING**.

CONTAINING: 3,464.35 sq. ft. (0.08 acres) of land.

AS SHOWN on the Plan of Vacation for a Portion of Wirt Street & a Portion of North Penn Street with an Unnamed - Unopened Alley Intersecting North Penn Street & Wirt Street between Franklin Avenue & North Penn Street, dated 7/20/2021 and prepared by Peters Consultants, Inc. 100 Robbins Ave., Berwick, Pennsylvania 18603.

Legal Description
Half of the Unopened Extension of Wirt Street
Between Franklin Avenue and North Penn Street
To be Granted to:
Frank Robbins
Town of Bloomsburg
Columbia County, PA

ALL THAT CERTAIN piece, parcel or tract of land, situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a 5/8" rebar (found) on the southerly right-of-way line of Wirt Street, being the northwest corner of Lot 1, now or formerly of Frank Robbins;

thence, along the westerly right-of-way line of the 40-foot wide unopened extension of Wirt Street N14°16'32"W 20.62 feet to a point;

thence, along the centerline of said extension of Wirt Street, N61°41'18"E 104.22 feet to a point;

thence, along the westerly right-of-way line of the 40-foot wide unopened extension of North Penn Street, S10°35'33"E 21.00 feet to a 5/8" rebar (found);

thence, along the northerly line of said Lot 1 S61°41'18"W 102.83 feet to a 5/8" rebar (found), the place of **BEGINNING**.

CONTAINING: 2,070.50 sq. ft. (0.05 acres) of land.

AS SHOWN on the Plan of Vacation for a Portion of Wirt Street & a Portion of North Penn Street with an Unnamed - Unopened Alley Intersecting North Penn Street & Wirt Street between Franklin Avenue & North Penn Street, dated 7/20/2021 and prepared by Peters Consultants, Inc. 100 Robbins Ave., Berwick, Pennsylvania 18603.

Legal Description
Part of an Unnamed and Unopened Alley
Between Franklin Avenue and North Penn Street
To be Granted to:
Frank Robbins
Town of Bloomsburg
Columbia County, PA

ALL THAT CERTAIN piece, parcel or tract of land, situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the southerly right-of-way line of Wirt Street, being the northeast corner of existing Lot 2, now or formerly of Frank Robbins;

thence, along the southerly right-of-way line of Wirt Street N61°41'18"E 5.00 feet to a point,

thence, along the centerline of an unnamed and unopened 10-foot wide alley, S28°18'42"E 125.00 feet to a point;

thence, through said alley S61°41'18"W 5.00 feet to a point;

thence, along the easterly line of said Lot 2, N28°18'42"W 125.00 feet to a point, the place of **BEGINNING**.

CONTAINING: 625.00 sq. ft. (0.01 acres) of land.

AS SHOWN on the Plan of Vacation for a Portion of Wirt Street & a Portion of North Penn Street with an Unnamed and Unopened Alley, Intersecting North Penn Street & Wirt Street between Franklin Avenue & North Penn Street, dated 7/20/2021 and prepared by Peters Consultants, Inc., 100 Robbins Ave., Berwick, Pennsylvania 18603.

Legal Description
Part of an Unnamed and Unopened Alley
Between Franklin Avenue and North Penn Street
To be Granted to:
Frank Robbins
Town of Bloomsburg
Columbia County, PA

ALL THAT CERTAIN piece, parcel or tract of land, situate in the Town of Bloomsburg,
County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to
wit:

BEGINNING at a 5/8" rebar (found) on the southerly right-of-way line of Wirt Street, being the
northwest corner of existing Lot 1 now or formerly of Frank Robbins;
thence, along the westerly line of said Lot 1 and through an unnamed and unopened 10-foot wide
alley, S28°18'42"E 145.00 feet to a point, through a 5/8" rebar (found), 5.00 feet from said point;
thence, along the centerline of said alley, S61°41'18"W 5.00 feet to a point;
thence, along the centerline of said alley, N28°18'42"W 145.00 feet to a point;
thence, along the southerly right-of-way line of Wirt Street, N61°41'18"E 5.00 feet to a 5/8"
rebar (found), the place of **BEGINNING**.

CONTAINING: 725.00 sq. ft. (0.02 acres) of land.

AS SHOWN on the Plan of Vacation for a Portion of Wirt Street & a Portion of North Penn Street
with an Unnamed and Unopened Alley, Intersecting North Penn Street & Wirt Street between
Franklin Avenue & North Penn Street, dated 7/20/2021 and prepared by Peters Consultants, Inc.,
100 Robbins Ave., Berwick, Pennsylvania 18603.

Legal Description
Part of an Unnamed and Unopened Alley
Between Franklin Avenue and North Penn Street
To be Granted to:
Frank Robbins
Town of Bloomsburg
Columbia County, PA

ALL THAT CERTAIN piece, parcel or tract of land, situate in the Town of Bloomsburg,
County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to
wit:

BEGINNING at a 5/8" rebar (found) on the westerly right-of-way line of the unopened 40-foot
wide extension of North Penn Street, being the southeast corner of existing Lot 1, now or
formerly of Frank Robbins;

thence, along the westerly right-of-way line of the extension of North Penn Street, S10°35'33"E
5.25 feet to a point;

thence, along the centerline of an unnamed and unopened 10-foot wide alley, S61°41'18"W
56.50 feet to a point;

thence, through said alley, N28°18'42"W 5.00 feet to a 5/8" rebar (found);

thence, along the southerly line of said Lot 1, N61°41'18"E 58.10 feet to a 5/8" rebar (found),
the place of **BEGINNING**.

CONTAINING: 283.50 sq. ft. (0.01 acres) of land.

AS SHOWN on the Plan of Vacation for a Portion of Wirt Street & a Portion of North Penn Street
with an Unnamed and Unopened Alley, Intersecting North Penn Street & Wirt Street between
Franklin Avenue & North Penn Street, dated 7/20/2021 and prepared by Peters Consultants, Inc.,
100 Robbins Ave., Berwick, Pennsylvania 18603.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF
THE TOWN OF BLOOMSBURG, § 15-203. ENTITLED "ONE WAY STREETS
ESTABLISHED"**

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

WHEREAS, the Town enacted § 15-203. of Chapter 15 of the Code which has established certain one-way highways in the Town; and

WHEREAS, the Town desires to amend § 15-203. of Chapter 15 of the Code as set forth herein

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

1. The following shall be added to Subsection 1. of § 15-203 of Chapter 15:

Highway	From	To	Direction of Travel
Oyer Avenue	West Ridge Avenue	West First Street	North

2. The Town of Bloomsburg shall install signage and/or highway markings designating the one-way direction of travel in such locations as it deems appropriate.

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

Attest:

TOWN OF BLOOMSBURG

Lisa M. Dooley, Secretary

Justin C. Hummel, Mayor

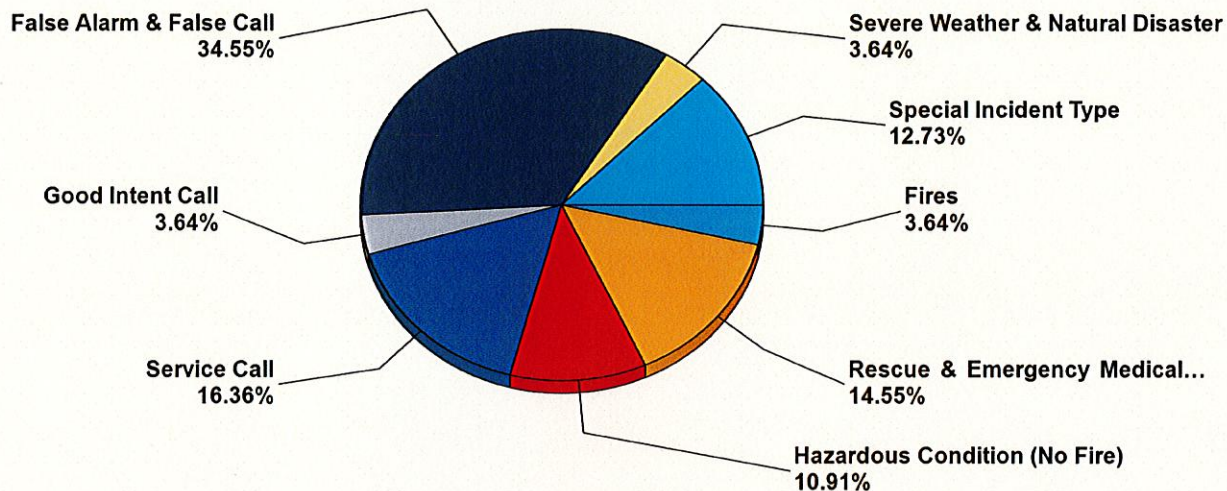
Bloomsburg Volunteer Firefighters Relief Association

Bloomsburg, PA

This report was generated on 10/12/2023 10:37:33 PM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/01/2023 | End Date: 09/30/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	3.64%
Rescue & Emergency Medical Service	8	14.55%
Hazardous Condition (No Fire)	6	10.91%
Service Call	9	16.36%
Good Intent Call	2	3.64%
False Alarm & False Call	19	34.55%
Severe Weather & Natural Disaster	2	3.64%
Special Incident Type	7	12.73%
TOTAL	55	100%

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

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
113 - Cooking fire, confined to container	1	1.82%
154 - Dumpster or other outside trash receptacle fire	1	1.82%
311 - Medical assist, assist EMS crew	4	7.27%
322 - Motor vehicle accident with injuries	1	1.82%
324 - Motor vehicle accident with no injuries.	2	3.64%
353 - Removal of victim(s) from stalled elevator	1	1.82%
412 - Gas leak (natural gas or LPG)	3	5.45%
463 - Vehicle accident, general cleanup	3	5.45%
511 - Lock-out	3	5.45%
550 - Public service assistance, other	1	1.82%
551 - Assist police or other governmental agency	4	7.27%
553 - Public service	1	1.82%
622 - No incident found on arrival at dispatch address	1	1.82%
650 - Steam, other gas mistaken for smoke, other	1	1.82%
710 - Malicious, mischievous false call, other	2	3.64%
733 - Smoke detector activation due to malfunction	4	7.27%
735 - Alarm system sounded due to malfunction	1	1.82%
740 - Unintentional transmission of alarm, other	1	1.82%
743 - Smoke detector activation, no fire - unintentional	9	16.36%
745 - Alarm system activation, no fire - unintentional	2	3.64%
813 - Wind storm, tornado/hurricane assessment	2	3.64%
900 - Special type of incident, other	7	12.73%
TOTAL INCIDENTS:	55	100%

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

Bloomsburg Volunteer Firefighters Relief Association



Bloomsburg, PA

This report was generated on 10/12/2023 10:42:48 PM

Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 09/01/2023 | End Date: 09/30/2023

PERSONNEL	COUNT	PERCENTAGE
<u>Adams , Dave</u>	11	20.00 %
<u>Barton , Todd</u>	3	5.45 %
<u>Beyer , Mike</u>	8	14.55 %
<u>Blass, Brad</u>	5	9.09 %
<u>Cox, Tanner</u>	17	30.91 %
<u>Dove, Richard</u>	1	1.82 %
<u>Frantz, Nolan</u>	6	10.91 %
<u>Greenjack , Steve</u>	10	18.18 %
<u>Haggerty, Michael</u>	20	36.36 %
<u>Harner , Gary</u>	15	27.27 %
<u>Hess, Robert</u>	7	12.73 %
<u>Hillman , Ken</u>	16	29.09 %
<u>Kile , Dan</u>	5	9.09 %
<u>Kile , Elizabeth</u>	2	3.64 %
<u>Knelly , Charles</u>	9	16.36 %
<u>Kuhar , Dennis</u>	2	3.64 %
<u>Learn , Jack</u>	1	1.82 %
<u>Mahon , John</u>	6	10.91 %
<u>McBride , Nancy</u>	2	3.64 %
<u>McBride , Scott</u>	40	72.73 %
<u>McBride, Colby</u>	2	3.64 %
<u>Moyer , John</u>	1	1.82 %
<u>Ohl , Gary</u>	2	3.64 %
<u>Reynolds , Jason</u>	26	47.27 %
<u>Reynolds, Lukas</u>	16	29.09 %
<u>Rubendall, Mike</u>	9	16.36 %
<u>Schaeffer , Richard</u>	2	3.64 %
<u>Snyder , Tom</u>	5	9.09 %
<u>Szkodny, Cooper</u>	10	18.18 %
<u>Thomas , Todd</u>	3	5.45 %
<u>Thomas, Cael</u>	1	1.82 %
<u>Trelease, Charles</u>	18	32.73 %
Sum of Individual Responses	281	
Total Incidents for Date Range	55	

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



emergencyreporting.com

Doc Id: 274

Page # 1 of 1

Lisa Dooley

From: Ellis, Anna <annellis@pa.gov>
Sent: Friday, October 20, 2023 8:55 AM
To: Lisa Dooley
Cc: Airport Coordinator; James Garman; Nicholas McGaw; Justin Hummel; Toni Bell; Bonnie Crawford; Vince DeMelfi; John Fritz; Charles Fritz; Christine Meeker
Subject: RE: [External] Updated figure
Attachments: Bloomsburg Municipal Airport Grant History.pdf

Lisa,

I just realized this was from Wednesday so sorry for the delay. Since this is probably something you want to get ASAP I have put together a list to show what grants Bloomsburg has open obligations on. Currently the total Federal and State funds that are under obligation is about \$7,747,747.

Selling an airport doesn't always mean repaying grants, it depends on the situation. Bloomsburg also has purchased multiple parcels with State and Federal funds which means it is obligated to remain open as a public use airport for perpetuity.

I hope this helps. Please call or email if you need more info.
Anna

Anna C. Ellis | Transportation Planning Manager
PA Department of Transportation | Bureau of Aviation
400 North Street, 7th Floor | Hbg, PA 17120
Phone: (717) 705-1251
www.penndot.pa.gov

From: Lisa Dooley <lidooley@bloomsburgpa.org>
Sent: Wednesday, October 18, 2023 4:20 PM
To: Ellis, Anna <annellis@pa.gov>
Cc: Airport Coordinator <airportcoordinator@bloomsburgpa.org>; James Garman <jgarman@bloomsburgpa.org>; Nicholas McGaw <nmcgaw@bloomsburgpa.org>; Justin Hummel <jhummel@bloomsburgpa.org>; Toni Bell <tbell@bloomsburgpa.org>; Bonnie Crawford <bcrawford@bloomsburgpa.org>; Vince DeMelfi <vdemelfi@bloomsburgpa.org>; John Fritz <jfritz@bloomsburgpa.org>; Charles Fritz <cfritz@bloomsburgpa.org>; Christine Meeker <cmeeker@bloomsburgpa.org>
Subject: [External] Updated figure

ATTENTION: This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).

Anna,

It is my understanding that federal grants are not repayable after 20 years and state grants after 15 years for airport grants. Can we please have a detail list of those past projects that if Town Council were to sell the airport what total amount we would be on the hook for?



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: C000080646

December 31, 2022

For services rendered in the administration of the Town of Bloomsburg FFY 2021-DR CDBG-DR in accordance with the Professional and Administrative Services Agreement dated 1/10/2022.

Delivery

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
BLM13 Bloomsburg Honeysuckle Lane Stormwater Mitigation				
2 Grant Administration	8,900.00	50.0%	1,820.00	2,630.00
5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
5b Delivery-DBRA	4,400.00	0.0%	0.00	0.00
Delivery Total:				2,630.00

Total Amount Due: 2,630.00

Lisa Dooley

Approved



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: C000080646

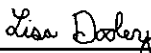
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5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
5b Delivery-DBRA	4,400.00	0.0%	0.00	0.00
Delivery Total:				2,630.00

Total Amount Due: 2,630.00


Approved

PLEASE RETURN THIS COPY WITH REMITTANCE



October 17, 2023

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

Dear Lisa:

Enclosed please find two original Professional and Administrative Services Agreements between SEDA-Council of Governments (SEDA-COG) and the Town of Bloomsburg, related to the Flood Mitigation Assistance - Swift Current Grant Program.

I would be happy to present this Professional and Technical Services Agreement to the Committee or Council. Please let me know if you would like me to attend this meeting.

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,

Genalee Zeigler
Genalee Zeigler, Program Analyst
Flood Resiliency Program

Enclosures (sent electronically)





PROFESSIONAL & ADMINISTRATIVE SERVICES AGREEMENT

Made and entered into this _____ day of _____, 2023,

By & Between

Town of Bloomsburg, COSTARS Member Number 1433, hereinafter referred to as TOWN, with its principal place of business at 301 East 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,

WITNESSETH THAT:

WHEREAS, TOWN has received a Federal Fiscal Year (FFY) 2023 Flood Mitigation Assistance (FMA) – Swift Current Grant Program, FMA-PJ-03-PA-2022-004, EMP-2023-FM-E001, from the Pennsylvania Emergency Management Agency (PEMA). This grant award is in the amount of \$351,241.00 and is funded with Federal Emergency Management Agency (FEMA) monies for the Swift Current Initiative – Elevation Project; and

WHEREAS, TOWN desires to contract SEDA-COG to provide these services; 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 44000014141, satisfying the procedural requirements of the program, and

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

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 TOWN the services hereinafter described:

1. Review of Project Development/Implementation Tools

Hazard Mitigation Assistance grants by their nature are challenging and closely scrutinized by PEMA because they represent the granting of public funds to individual property owners. Consequently, the early development of a project is critical and impacts the implementation and closeout of the project. SEDA-COG has been asked to assume responsibility for the Project Management and Administration for the Town of Bloomsburg’s FMA – Swift Current Initiative. Accordingly, SEDA-COG proposes as its first step to review the project development and implementation tools to assure that the stage is properly set for successful completion of the project, with which SEDA-COG

will assist. Our review will include reviewing the Grant Agreement between PEMA/FEMA and the TOWN for any special conditions or requirements. It will include a review of the TOWN/Owner Agreement, specifically looking at compliance with the necessary deed restrictions, how the TOWN plans to handle any cost overruns, where responsibility lies for those overruns, and to insure compliance with the Uniform Relocation Act. Additionally, as the project has been bid and designed, SEDA-COG is proposing to review the Section 106 Permit Fee Waiver, as well as the existing bid document to assure compliance with the FMA – Swift Current Initiative Grant Program. We believe that this review of the historical documentation is an important first step in engaging in the administration of the project during its implementation. We will advise the TOWN of any concerns or problems we may identify during our review and assist in resolving these concerns.

2. Grant Administration

SEDA-COG will take responsibility to coordinate/participate in the fiscal briefing, prepare and solicit Procurement of Professional Engineering Services, as well as prepare and submit, for the TOWN, all monthly and quarterly reports, as required by PEMA and FEMA. These reports include the Financial Reconciliation for drawdowns or advances, and Interest Earned Reports, as well as management of any required interest repayments. Other documentation required includes Statement of Voluntary Participation and Certification of Nationality. Additionally, SEDA-COG will provide updates and respond to property owners' Requests for Information (RFIs).

3. Rescopes/Rebudget

PEMA/FEMA will require/consider changes to the project scope and budget. It is likely that one or more amendments will be necessitated either during the project or at the time of closeout. SEDA-COG will prepare, submit, and defend each scope revision.

4. Financial Management

SEDA-COG shall prepare and submit all financial reports, as well as develop and maintain the computer-based financial management system, generating reports, as required by PEMA/FEMA to guide the TOWN in documenting and issuing project payments.

5. Closeout

Upon completion of the project, PEMA/FEMA will require a comprehensive file and report on the entire project. This will include the Request to Closeout, Final Inspection Coordination and Documentation, photographs, Certification of Code Compliance, and AW501 NFIP Property Update form. SEDA-COG will prepare and submit each of these forms and closeout documentation, resulting in project closure by PEMA/FEMA. SEDA-COG shall also assist TOWN by providing records during the final project audit.

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

The total cost for these services shall not exceed \$15,755, as budgeted and funded in the PEMA Grant Agreement. SEDA-COG shall provide to the TOWN acceptable invoice(s) for payment.

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 seven (7) years from project closeout.

VI. NON-DISCRIMINATION

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

- I. SEDA-COG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, or age. SEDA-COG shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, or age. Such action shall include, but not be limited to, the following: employment, upgrading,

demolition, 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.

2. SEDA-COG shall, in all solicitations or advertisements for employees placed by or on behalf of SEDA-COG, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or age.
3. 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.
4. SEDA-COG shall furnish all information and reports required by TOWN, and will permit access to all books, records, and accounts by TOWN for the purposes of investigation to ascertain compliance with the requirements set forth in this clause.
5. 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.
6. SEDA-COG shall include paragraph 1 through 6 of this section in every subcontract or purchase order 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 may direct as a means of enforcing such provisions, including sanctions for noncompliance.

VIII. TERMINATION FOR BREACH OF AGREEMENT

1. 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 shall be relieved of remedies provided by law if legal proceedings are required to compensate for the breach. Court costs and reasonable attorney's fees shall be added as separate elements of damage to be awarded to the non-breaching party.

IX. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The TOWN agrees:

1. 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 TOWN, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the TOWN 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 TOWN, 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 TOWN 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 TOWN 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 TOWN, 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 TOWN, 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 TOWN 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 TOWN 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 TOWN, 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 TOWN, 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 TOWN'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 TOWN 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 TOWN, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

X. RIGHT TO KNOW LAW

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Grant Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
2. If the Commonwealth needs the Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Subgrantee using the legal contact information provided in this Grant Agreement. The Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

3. Upon written notification from the Commonwealth that it requires the Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in the Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Subgrantee shall:
4. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
5. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
6. If the Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Subgrantee considers exempt from production under the RTKL, the Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
7. The Commonwealth will rely upon the written statement from the Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
8. If the Subgrantee fails to provide the Requested Information within the time period required by these provisions, the Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
9. The Commonwealth will reimburse the Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
10. The Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Subgrantee agrees to waive all rights or remedies that

may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

11. The Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Subgrantee has Requested Information in its possession.

XI. MISCELLANEOUS

1. This Agreement supersedes all other agreements or understandings between the parties with regard to the program described herein.
2. Any amendments, deletions, additions, substitutions, or cancellations of this Agreement shall be in writing and signed by both parties.
3. In carrying out this Agreement, both parties agree to comply with all federal, state, and local laws, regulations, and executive orders.
4. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
5. 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.
6. 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.

**CFDA – NO. 97.029
EMP-2023-FM-E001**

ATTEST:

TOWN OF BLOOMSBURG

Lisa Dooley, Town Manager/Secretary/Treasurer

BY: _____
Justin C. Hummel, Mayor

ATTEST:

SEDA-COUNCIL OF GOVERNMENTS

Rosemary Orner, Executive Assistant

BY: _____
Kim Wheeler, Executive Director



October 16, 2023

Lisa Dooley, Town Manager
Town of Bloomsburg
301 East Second Street
Bloomsburg, PA 17815

Dear Lisa:

Enclosed please find two original Amendment #1 to the Professional and Technical Services Agreement between SEDA-Council of Governments (SEDA-COG) and the Town of Bloomsburg for Existing Owner-Occupied Housing Rehabilitation program. This amendment is necessary for the addition of elevation certificate to the PSA, on an as needed basis.

Please have both originals signed and witnessed and return both original agreements to me at SEDA-COG. 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, 570-428-4833.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Ruch", written over a horizontal line.

Joel Ruch, Manager
Housing Rehabilitation Program

Enclosures



FIRST AMENDMENT
TO
PROFESSIONAL AND TECHNICAL SERVICES AGREEMENT

TOWN OF BLOOMSBURG
HOUSING REHABILITATION PROGRAM
PY 2020

Made and entered into this ____ day of _____, 2023.

By & Between

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

And

The Town of Bloomsburg, hereinafter referred to as TOWN, with its principal place of business at the Town Hall, 301 East Second Street, Bloomsburg, PA 17815.

WHEREAS the TOWN desires that SEDA-COG provide services that were not initially included under the Professional and Technical Service Agreement that was previously executed by and between SEDA-COG and the TOWN on the 13th day of September, 2021,

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

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

A. SERVICES

14. Elevation Certificate

\$600 per unit

For properties being rehabilitated in the flood zone, an Elevation Certificate prepared by Orangeville Surveying Consultants, Inc. will be provided to the homeowner at the completion of rehabilitation, certifying that the lowest level of machinery or equipment servicing the building has been relocated (if necessary) to an elevation of at least three feet above Base Flood Elevation. The effective date of this change is the date of the original contract, September 13, 2021.

It is agreed that all other provisions and certifications of the afore-mentioned Agreement shall remain in full force and effect.

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

ATTEST:

SEDA-COUNCIL OF GOVERNMENTS

BY: _____
Kim Wheeler, Executive Director

ATTEST:

TOWN OF BLOOMSBURG

BY: _____
Justin Hummel, Mayor