

**BLOOMSBURG TOWN COUNCIL MEETING  
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)  
MONDAY, DECEMBER 18, 2023, 7:00 P.M.**

PUBLIC CAN JOIN:

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

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

**Call to order.**

**Pledge of allegiance.**

**Council remarks.**

- An executive session was held on November 8, 2023 from 12:22 p.m.- 12:26 p.m. to discuss a Public Works personnel matter.
- An executive session was held on November 13, 2023 from 8:44 p.m.- 9:06 p.m. relating to a code legal matter.
- Fireworks are confirmed at the Town Park on 12/31/2023 at 9 p.m. Thank you to La Malbec and Realty Zero for the contributions.

**Citizens to be heard (3 minutes).**

Milo Schell-McGaw – Eagle Scout Project

Elizabeth Helsel, Rettew Associates – Solar project.

-Approval of the proposed \$66,200 fee.

Approval of the Council minutes from the November 13, 2023 meeting.

Approval of the 2022 CAPER.

Approval of Resolution 12.18.2023.1-Code Blue Emergency Policy.

**1. DEPARTMENT REPORTS.**

- A. Police department reports.
- B. Police officer reports.
- C. Public Works report.
- D. Town of Bloomsburg fuel mileage report (September & October).
- E. Code enforcement report.
- F. Code enforcement citation report.
- G. Recycling report.
- H. Airport report.
- I. Fire department report.
- J. Ambulance report- October & November.

**2. ADMINISTRATIVE FINANCE COMMITTEE – Justin Hummel**

- A. Recommendation to approve the list of bills from November.
- B. Approval of the 2024 wages. Note: Public Works & Recycling contract wages are pending negotiations rates reflected are 2023.

- C. Approval to accept Sergeant Leonard Rogutski's resignation in the Bloomsburg Police Department. Sgt. Rogutski's last day of service will be January 6, 2024.
- D. Approval to accept Joseph Wondoloski's resignation as EMA Coordinator with his last day of service being December 31, 2023.
- E. Recommendation to change from WEX to Flores for the health reimbursement account for 2024.
- F. Recommendation to approve a SEDA-COG invoice in the amount of \$3,560 for Federal Fiscal Year 2021 CDBG-DR Honeysuckle Lane Stormwater Mitigation.
- G. Approval of SEDA-COG invoice in the amount of \$5,290 for Federal Fiscal Year 2021 CDBG-DR Honeysuckle Lane Stormwater Mitigation.
- H. Recommendation to approve a SEDA-COG invoice in the amount of \$1,550 for the HOME program.
- I. Recommendation to approve a SEDA-COG invoice in the amount of \$9,954 for Federal Fiscal Year 2022 CDBG Entitlement – W. Pine Avenue parking lot.
- J. Recommendation to approve a SEDA-COG invoice in the amount of \$9,954 for Federal Fiscal Year 2022 CDBG Entitlement – E. Pine Avenue parking lot.
- K. Recommendation to approve returning \$781.85 in unused funds to PEMA for the Flood Mitigation Assistance Grant program.
- L. Recommendation to approve closing bank account: Flood Mitigation Assistance Grant program account ending with 9840 with Journey Bank.
- M. Approval to remove Vince DeMelfi as a check signor effective 12/31/2023 with Journey Bank.
- N. Recommendation to approve Bonnie Crawford as a check signor effective 1/1/2024 with Journey Bank.
- O. Recommendation to end the six (6) month probationary period for James Letterman in the Recycling department with the effective date of 12/12/2023.
- P. Recommendation to approve payment to Bonnie Crawford in the amount of \$32.50 for 2022 fountain decorations and \$95.08 for 2023 fountain decorations.
- Q. Recommendation to accept \$6,000 from the Bloomsburg pilots to move forward with purchasing the Say Weather Station in the amount of \$43,848.75 for the Bloomsburg Municipal Airport. Note: \$32,000 from the 2022 General Fund will be applied towards this purchase and \$5,848.75 of American Rescue Funds.
- R. Acknowledgement of a spring unpaid internship with the Bloomsburg Police Department- Amity Sell.
- S. Approval to have Michael Reffeor serve as Treasurer for the PA Association of Floodplain Managers.

T. Approval of 2024 health care.

U. Approval of the USW Local 1928-06 between the Town of Bloomsburg for an extension agreement through 1/31/2024.

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

A. Recommendation to approve leaving the Market Street bike path untouched until future news arrives for the grants that were applied for.

B. Recommendation to approve change order three for the BART project with Mitchell Knorr Contracting in the increased amount of \$89,369.76. Note: this change order also includes a date extension until May 1, 2024.

C. Approval of pay application five for the BART project to Mitchell Knorr Contracting in the amount of \$29,700.00.

D. Recommendation to approve change order three regarding a decrease in the amount of \$32,799.15 with Robert C. Young for the parking lot projects.

E. Recommendation to approve a quote from Equipment Depot in the amount of \$2,891 for bolt on forks conversion attachment for the Recycling Center.

F. Recommendation to approve a quote for Swisher Disposal in the amount of \$700 per month September-April and \$740 per month May-August for solid waste and refuse pick up at Recycling, Public Works and the Norris E. Rock Memorial Pool.

G. Recommendation to approve an invoice from Recycling Equipment Corporation in the amount of \$2,825.60 for emergency repairs to the baler at the Recycling Center.

H. Approval of an invoice from Mitchell Knorr Contracting in the amount of \$3,800 for site work at the new entrance at the compost site.

I. Recommendation to approve an Annual Explorer Post Memorandum of Understanding for the Bloomsburg Municipal Airport.

J. Approval of an invoice from Busch Systems in the amount of \$7,740.45 for recycling bins. Note: this expense will be reimbursed through a grant.

K. Approval to not have the Bloomsburg Area Recreational Trail maintained during the winter months along with the bike path on Market Street. If a motion is made, the Town Solicitor can speak to this.

L. Approval of amendment number two to DCNR grant LWCF 42-01608 for additional funding for the ball fields.

M. Approval of payment to Sokol, Inc. in the amount of \$4,660.00.

- N. Approval of payment to Sokol, Inc. in the amount of \$11,041.60 for street sweeper waste.
- O. Approval of signing an amended agreement regarding the lease with P3 Towers at the Bloomsburg Recycling Center. If a motion is made, the Town Solicitor can speak to this.
- P. Approval of signing the punch list completion agreement with Premier Pool Renovations, Inc.

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

- A. Recommendation to apply for a grant through No Nonsense Neutering.
- B. Approval to release \$11,833 of escrow funds relating to the Veolia land development project. Note: this final amount will clear out the full performance bond on record for this project.
- C. Recommendation from the Planning Commission for a waiver request for Casa Realty, LLC 347 Fair Street, allowing rebar to be set in lieu of requiring monuments to be set at all exterior corners.
- D. Recommendation from the Planning Commission for conditional approval for Casa Realty, LLC , 347 Fair Street - Lot Consolidation with the following conditions being met:
  - 1. The Columbia County Planning Commission comments shall be mitigated.
  - 2. The plan shall be signed by the plan preparer.
  - 3. The "Certificate of Ownership and Acknowledgement of Lot Consolidation Plan" statement provided on the Plan shall be signed by the Owner and notarized.
- E. Recommendation from the Planning Commission for conditional approval of Minor Subdivision - 520 Kressler Avenue – with the following conditions being met:
  - 1. The Columbia County Planning Commission comments shall be mitigated.
  - 2. The "Certificate of Ownership and Acknowledgement of Plan" shall be signed by the Owner and notarized.
  - 3. Restrictions in the legal description of the lot must be added to ensure compliance requiring a building permit, financial security, and stormwater analysis to address any future planned development onsite.

5. **PUBLIC SAFETY COMMITTEE – Justin Hummel**

- A. Recommendation to approve advertising the pedalcycle ordinance.
- B. Recommendation to approve increasing the East 2<sup>nd</sup> Street metered spaces to \$2.00/hour and all other parking spaces to \$0.75/hour.
- C. Recommendation to approve changing/increasing the following parking items:
  - Discontinue head in Parking fines.
  - Expired meter increased from \$10 to \$20.
  - Street maintenance fines decrease from \$40 to \$25.
  - Fire hydrant fine increase from \$50 to \$100.
  - Handicapped parking fine increase from \$50 to \$100.
  - Blocking driveway or garage fine increase from \$40 to \$50.
  - Parked on private property fine increase from \$40 to \$50.

D. Approval to increase the following fees on the fee schedule to begin January 2, 2024:

- Meter space rentals increase from \$10 to \$15.
- Boot fee increase from \$75 to \$150.
- Temporary parking permits increase from \$2 to \$5.
- Discontinue summer parking permit.

**Executive Session: Discussion of a legal matter regarding the pool.**

**Next meeting: January 2, 2024**



515 W. Hamilton St., Ste. 508, Allentown, PA 18101 • Phone: (800) 738-8395  
E-mail: rettetw@rettetw.com • Web site: rettetw.com

We answer to you.

Engineers

Planners

Surveyors

Landscape

Architects

Environmental

Consultants

December 11, 2023

Lisa M. Dooley, Town Manager/Secretary/Treasurer  
Town of Bloomsburg  
301 E 2<sup>nd</sup> Street  
Bloomsburg, PA 17815

RE: Town of Bloomsburg – Rooftop Solar Arrays  
Solar Design and Permitting  
RETTEW Project No. 0604900416

Dear Lisa:

We wish to thank the Town of Bloomsburg (Town) for the opportunity to complete the engineering and permitting for the proposed rooftop solar arrays at the Recycling Center and Public Works Buildings in Bloomsburg, Pennsylvania.

RETTEW Associates, Inc. (RETTEW) is pleased for the opportunity to serve as a valued partner on this project. The following proposal contains RETTEW's detailed scope of services in response to the Town's request for engineering and permitting services for the project.

## SCOPE OF SERVICES

### A. STRUCTURAL ANALYSIS

RETTEW will:

1. Complete a structural roof analysis for the proposed rooftop arrays. Analysis includes the review of existing drawings and a site visit to each building.

Deliverable: Structural Analysis Report.

### B. REGULATORY SUPPORT – FEDERAL AVIATION ADMINISTRATION

RETTEW will:

1. Utilize computer software to map and analyze solar glare to ensure the project meets Federal Aviation Administration (FAA) permitting guidelines.
2. If necessary, based on findings of the Solar Glare Analysis Report, work with the FAA to receive determinations based on solar location.

Deliverable: Solar Glare Analysis Report.

### C. SOLAR ARRAY DESIGN

RETTEW will:

1. Provide conceptual design support, including shading analysis, development and evaluation of panel layout scenarios, and selection of panel and inverter models.

2. Conduct a site visit to verify solar array electrical interconnection requirements and constraints.
3. Prepare Preliminary One-Line and Layout Drawings for PPL Interconnection Application Submission based on conceptual design.
4. Coordinate with racking manufacturers to layout solar arrays onsite.
5. Complete Preliminary Design of proposed arrays. Preliminary Design shall include agreed upon components and racking manufacturer concepts, as well as electrical design criteria such as panels, invertors, combiners, interconnection equipment, etc.
6. Complete Final Design per the parameters outlined in the Preliminary Design phase and complete "Issued for Construction" Plans with Specifications which identify and specify equipment, contain a bill of materials, and have adequate plans and details for the construction of the project.
7. Submit "Issued for Construction" Plans and Specifications to Local Code for review and approval of Building and Electrical Permits. Respond to Local Code review questions and comments.

Deliverables: Issued for Construction Plans with Specifications in PDF format, PPL Interconnection Application, Zoning, Building and Electrical Permit Applications.

## ANTICIPATED PROJECT SCHEDULE

RETTEW's field work can commence within two weeks of notice to proceed at the discretion of the Town. A final report will be issued within 14 business days of finishing the field work.

Design and permitting work would begin within two weeks of notice to proceed. Full engineering and permitting for this size project is anticipated to take approximately two to four months.

## COMPENSATION

RETTEW proposes to provide the aforementioned professional services for the Lump Sum fee stated below. The costs are provided below for your convenience:

### PROFESSIONAL FEES AND EXPENSES

A.	Structural Analysis .....	\$2,000.00
B.	Regulatory Support – Federal Aviation Administration.....	\$2,600.00
C.	Solar Array Design.....	\$61,600.00

**TOTAL PROPOSED FEES .....\$66,200.00**

## ASSUMPTIONS AND RESTRICTIONS

The following is a list of assumptions and restrictions that apply to this proposal:

1. RETTEW will utilize the record drawings provided by the Town for preparation of plans and regulatory submittals. No topographic or boundary survey or subsurface utility work is included.
2. Design will be based upon the International Building Code, latest edition.
3. All submission permit and registration fees will be the responsibility of the Town.

4. Utility coordination is included; however, it is assumed that the Utility communicates all requirements up front. Should the Utility require multiple design revisions or communicate changing requirements after they issued a previous approval, additional fee may be required.

## **BILLING AND PAYMENT SCHEDULE**

RETTEW will invoice you at the end of each monthly billing period for services performed to date. Invoices are payable per the terms of the enclosed Professional Services Agreement.

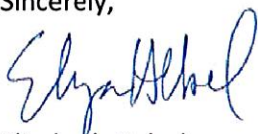
Payment is due upon presentation of invoice and is past due 30 calendar days from the invoice date. Unpaid invoices in excess of 30 calendar days will be cause to discontinue services until all outstanding invoices are paid. Work stoppages will impact the project schedule and may result in missed deadlines and/or increased project fees including remobilization. Town agrees to reimburse RETTEW for any special business or personal taxes imposed at the local, county or state level as a result of providing professional services by RETTEW to Town under this agreement.

## **PROPOSAL ACCEPTANCE**

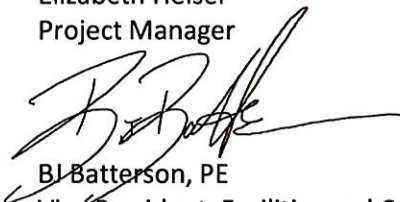
If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing and returning the enclosed Professional Services Agreement. We will forward a fully executed copy to you. This document will then constitute our completed agreement. If we are given verbal or written authorization to proceed with any portion of this work prior to receiving an executed agreement, or if we receive payment from you toward this project, the terms and conditions of the attached Professional Services Agreement will be considered to be in full force, as if it had been executed, until such time as another agreement is executed by both parties.

If you have any questions regarding this proposal or wish to discuss any item(s) contained herein, please contact Elizabeth Helsel at [elizabeth.helsel@rettew.com](mailto:elizabeth.helsel@rettew.com) or 484-778-4653. We will work to give you the quality service you deserve as a valued client of RETTEW.

Sincerely,



Elizabeth Helsel  
Project Manager



BJ Batterson, PE  
Vice President, Facilities and Construction

Enclosure

copy: Project Administration



We answer to you.

Corporate Headquarters: 3020 Columbia Avenue · Lancaster, PA 17603 · Phone (717) 394-3721 · Fax (717) 394-1063  
E-mail: [rettew@rettew.com](mailto:rettew@rettew.com) · Web site: [rettew.com](http://rettew.com)

## PROFESSIONAL SERVICES AGREEMENT

Project No. 0604900416

THIS AGREEMENT entered into on this 11th day of December, 2023 by and between  
Town of Bloomsburg located at 301 E 2nd Street, Bloomsburg, PA 17815

hereinafter called "CLIENT" and RETTEW Associates, Inc., hereinafter called "RETTEW" is as follows:

THE AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING PROJECT:

Solar Design and Permitting - Rooftop Solar Arrays

located at: Recycling Center and Public Works Buildings in Bloomsburg, Pennsylvania  
hereinafter called the PROJECT.

THE CLIENT AND RETTEW AGREE AS FOLLOWS:

A. Scope of Services to be Provided by RETTEW:

As outlined in the proposal prepared by RETTEW dated December 11, 2023.

B. Total Fee to be Paid to RETTEW:

As outlined in the proposal prepared by RETTEW dated December 11, 2023.

C. Schedule for the Services of RETTEW:

To be determined upon receipt of the signed Professional Services Agreement.

D. This PROFESSIONAL SERVICES AGREEMENT shall include the PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS as attached hereto.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY: \_\_\_\_\_  
(Client Signature)

BY: \_\_\_\_\_  
(RETTEW Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

**1. Scope of Services.** RETTEW Associates, Inc. ("RETTEW") agrees to provide professional services set forth in the Scope of Services to the Client (the "Services") pursuant to these Terms and Conditions (the "Terms"). These Terms, together with the Professional Services Agreement and its attachments, constitutes the entire agreement between the parties concerning the Services. Unless specifically included in the Scope of Services, RETTEW shall not provide any construction phase services including, but not limited to, construction observation of any other contractor's work. RETTEW shall not control, or be responsible for, the construction means, methods, techniques, sequences or procedures of any contractor and shall not be responsible for site safety. RETTEW shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities or other responsibilities are specifically assigned to RETTEW in the Scope of Services.

**2. Invoices.** Client represents and warrants that it possesses the financial resources to fulfill its payment obligations hereunder and that such resources do not rely significantly on contingent, third-party monies. Client agrees to maintain such resources during the term hereof and that the failure to maintain such resources shall constitute a material breach hereof. Unless otherwise agreed, Client will be invoiced every 4 weeks for services performed to date and a final invoice will be timely provided upon completion of the Services. Payment is due on receipt and is past due 30 days from invoice date. Interest will be added after 30 days at the rate of 1.5% per month or partial month overdue. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to RETTEW within 10 days of the date of invoice. Client will reimburse RETTEW's reasonable attorneys' fees and litigation costs incurred in pursuing collection of any amount due from Client, in addition to amounts otherwise due hereunder. Timely payment to RETTEW is a material consideration of this Agreement. RETTEW may suspend or terminate its work upon written notice if any Client invoice is not timely paid. Client agrees to defend, indemnify and hold RETTEW harmless from any damages that may arise due to such suspension or termination.

**3. Standard of Care.** RETTEW shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. This standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. RETTEW MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES IMPLIED BY LAW AS THEY MAY APPLY TO THIS AGREEMENT, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that neither RETTEW nor any of its subconsultants owes any fiduciary duty to Client or agency relationship between Client and RETTEW and that, in any event, RETTEW's course of conduct during the performance of the Services shall not create a fiduciary duty or agency relationship.

**4. Indemnification.** To the fullest extent permitted by law, Client agrees to indemnify, defend and hold the RETTEW Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by Client or any individual or entity for whose acts Client is responsible. To the fullest extent permitted by law, RETTEW agrees to indemnify, defend and hold the Client Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by RETTEW or any individual or entity for whose acts RETTEW is responsible. With regard to any claims arising out of professional services, any defense obligation assumed by RETTEW shall be interpreted as an obligation to reimburse reasonable defense costs, including but not limited to reasonable attorney's and expert's fees. As used in Paragraphs 4 and 5, a "Group" includes the identified party, its parents, subsidiaries and affiliates, their agents, successors and assigns, or any of their shareholders, directors, partners, members, officers or employees.

### 5. Limitations of Liability.

**a.** RETTEW Group's aggregate liability for damages arising from or related to this Agreement, under any theory of liability, shall not exceed the fees paid by Client for performance of the Services. RETTEW shall only be liable for such damages to the extent caused by its negligence.

**b.** If RETTEW fails to include any required item or component of the Project from the drawings, sketches, specifications and other documents in any form provided to or for Client by RETTEW under this Agreement (the "Deliverables"), RETTEW shall correct the omission on the Deliverables without charge to Client and reasonable additional construction costs incurred by the Client due to the omission, but shall not be responsible for the cost of the item or component itself, or the cost of installation.

**c.** Neither party Group shall be liable to the other for punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use, fines, penalties, and

loss of or corruption to data) arising from or related to this Agreement, regardless of the theory liability, and even if they have been advised of the possibility of such damages or loss.

**d.** RETTEW hereby advises Client that it is willing to negotiate higher limitations of liability than those set forth herein, subject to increased compensation. Client has chosen to enter into this Agreement subject to the above limitations of liability after consideration of the totality of the proposal presented by RETTEW.

**6. Relationship with Other Consultants and Contractors** RETTEW is not responsible for any errors or omissions by other consultants, contractors or their respective subcontractors (collectively, "Contractors"), including, but not limited to, such Contractors' failure to adhere to the Deliverables, regardless of whether or not RETTEW is observing their work. RETTEW owes no duty to any Contractor to discover their errors, omissions or other defects in its work or in the work of its subcontractors. Client will use reasonable efforts to include the following language in its agreements with other Contractors on the Project: *"To the fullest extent permitted by law, contractor or consultant expressly waives any claims or causes of action against the project engineer for damages sustained in connection with the project, under any theory of liability, except to the extent that the damages resulted from personal injury or property damage. The project engineer is an intended third-party beneficiary of this provision."*

**7. Termination.** In addition to any other termination rights set forth herein, this Agreement may be terminated by either party upon 7 days written notice if the other party fails materially to perform in accordance with its terms. If the Project is permanently abandoned, this Agreement may be terminated by Client upon at least 7 days written notice to RETTEW. In the event of termination of the Project, Client will compensate RETTEW for Services performed or provided up to its receipt of the written notice of termination, for all reimbursable expenses incurred by RETTEW in furtherance of the Services (whether or not incorporated into the Services prior to termination), and reasonable fees and expenses directly associated with the closing the matter, the latter as approved by Client in advance. Timely payment to RETTEW is a material consideration of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by RETTEW.

**8. Insurance.** During the term of the Agreement, RETTEW will maintain Workers' Compensation insurance, General Liability insurance, Automobile insurance, and Professional Liability insurance in commercially reasonable amounts. Client will maintain, or require its other contractors or consultants on the Project to maintain, such policies (if applicable) in commercially reasonable amounts. Except to the extent that such waiver would invalidate the applicable insurance coverage, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. Client and RETTEW shall require similar waivers from their contractors, consultants and agents.

**9. Opinions of Probable Construction Cost.** RETTEW's opinions of probable construction cost and other cost opinions or estimates are to be made on the basis of RETTEW's experience and qualifications as an engineer and represent RETTEW's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because RETTEW has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, RETTEW cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by RETTEW or other cost opinions or estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.

**10. Disputes.** If a dispute arises from or relates to this Agreement or the breach thereof, that cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. The parties further agree that they may initiate litigation regarding any dispute arising out of or relating to this Agreement, or breach thereof, if mediation does not result in a resolution within 90 days of initiation. Litigation between the parties regarding this Agreement shall be brought in a court of competent jurisdiction located in the state where the work hereunder is performed. In the event of litigation, the prevailing party shall be entitled to collect its reasonable attorneys' fees, experts' fees and costs related to the litigation from the other party. This Agreement shall be governed by and construed under the law of the state where the work hereunder is performed, without regard to its principles of conflicts of laws. The parties waive their right, if any, to a jury trial.

**11. Client Responsibilities.** Client will provide access to the site as necessary for RETTEW's performance of the Services. Client will provide, in a timely fashion, complete physical information about the site that may be necessary or desirable for RETTEW to perform the Services. Client will timely review proposals, schedules,

plans, and specifications prepared by RETTEW, and cooperate with RETTEW so that RETTEW may complete the Services in a timely fashion. Failure to provide such timely review may adversely impact scope, schedule and budget related to the Services. RETTEW shall be entitled to rely on information and recommendations provided by Client, and its Contractors without independent evaluation or verification.

**12. Notice of Defects.** Client shall promptly report to RETTEW any defects or suspected defects in the Services, so that RETTEW may take measures to minimize the consequences of such defect. Client will use reasonable efforts to include a similar contractual requirement on its Contractors. Failure by Client, and/or Client's Contractors, to so notify RETTEW shall relieve RETTEW of the costs of remedying the defects to the extent of the additional costs resulting from the failure of prompt notification.

**13. Underground Utilities.** Client will identify to RETTEW, in writing, the locations of known or suspected underground utilities or other underground structures or features at and near the project site that could affect the services to be provided (collectively, "Underground Utilities") and will provide all drawings in its possession or control that identify Underground Utilities. RETTEW will be responsible for the proper siting of underground utilities when provided with proper and accurate information regarding their location. Client agrees to defend, indemnify and hold RETTEW harmless from all penalties, claims and damages it sustains in connection with: (a) Underground Utilities that are not identified to RETTEW as required, not properly identified, or not properly located by municipalities, authorities, or utilities after proper notice (i.e., after calling the applicable state utility locating hotline, if one exists), and (b) construction schedules or practices out of RETTEW's control or knowledge that violate state utility locating notice requirements or invalidate otherwise proper utility notification made by RETTEW.

**14. Fees.**

a. Unless expressly stated otherwise in the Scope of Services, the "Total Fee" above is RETTEW's best estimate of the cost of Services required to complete the Project as RETTEW understands it to be defined and is not a cost-not-to-exceed limit on RETTEW's compensation. For fixed fee projects, payment shall be made based on the percent of work completed for each phase of work, unless otherwise agreed. For time and expense (cost plus) projects, billings are based on the hours worked, including travel time portal-to-portal, and reimbursable expenses. Overtime for non-exempt employees will be billed at 1.5 times the hourly rate.

b. Client is responsible for RETTEW's out-of-pocket expenses incurred in performing the Services, including, but not limited to, travel expenses, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at RETTEW's actual cost, plus 15%, except sales tax will be reimbursed at cost and mileage will be reimbursed at the applicable federal rate. Hotels and meals will be billed as a per diem expense as set out in the Rate Schedule.

**15. Additional Work.**

a. RETTEW shall be entitled to an equitable increase in compensation if it is required to perform additional work due to changes in Client decisions or Client's failure to make decisions in a timely fashion. Services or tasks beyond those set forth in the Scope of Services (including but not limited to, revisions due to adjustments in the project scope, quality, or budget) are considered "Additional Services" and will be billed at RETTEW's standard hourly rates, unless the parties agree otherwise in a change order or amendment to this Agreement.

b. If Additional Services are requested, RETTEW will provide Client with a change order or amendment to this Agreement to memorialize the parties' obligations regarding the Additional Services. RETTEW reserves the right to refuse to perform Additional Services until it receives written approval of the change order or amendment from the Client. If RETTEW does not receive such written approval in a timely manner, the project schedule could be impacted.

**16. Work Product and Intellectual Property.** Conditioned on full payment of amounts owed to RETTEW, RETTEW grants Client physical ownership of the Deliverables, and a royalty-free, nontransferable license to use the Deliverables solely for the Project. RETTEW retains all other intellectual property rights in the Deliverables and the intellectual property rights in any other document reduced to tangible form by RETTEW in furtherance of this Agreement. The Deliverables may not be used on any other projects or to complete the Project without RETTEW's consent, which will not be unreasonably withheld. Use of the Deliverables (or the data contained therein) in a manner that is contrary to this paragraph, or any alteration or modification of the Deliverables (or the data contained therein), is at Client's sole risk. Client agrees to defend, indemnify and hold RETTEW harmless from any liability for damages arising from such use, alteration or modification. Payment of all sums due in accordance with the terms of this Agreement is a condition precedent to Client's ownership or use of the Deliverables. Client shall consult with RETTEW before interpreting or clarifying the Deliverables.

**17. Miscellaneous.** There are no third party beneficiaries of this Agreement. There are no understandings or agreements concerning this Project except as expressly stated herein. These Terms cannot be modified, altered, abridged, rescinded or supplemented by any unilateral statement or writing of either party. These Terms control over any subsequent writings, unless specifically and explicitly agreed to by both parties, in

writing. If the Client directs RETTEW to initiate Services before execution of an agreement, these Terms will govern the engagement, unless subsequently agreed by the parties in writing. Neither party may assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. If any provision hereof is deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. RETTEW may withdraw or revise the proposal if the Agreement is not executed by Client within 60 days of receipt.

**18. CONSTRUCTION SERVICES (If included in Scope of Services)**

**18.1** RETTEW offers construction observation and construction administration services, but does not offer construction management or construction inspection services. (Construction management services are offered by RETTEW's affiliate, RETTEW Field Services, Inc.) RETTEW shall become generally familiar with the progress and quality of that portion of the work within the Scope of Services to determine, in general, if such work is being performed in a manner indicating that such work, when fully completed, will be in accordance with the construction documents. RETTEW shall not be required to make exhaustive or continuous on-site visits to observe the quality or quantity of such work. RETTEW's services do not include supervision or direction of the actual work of the contractor, its employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of RETTEW's field representative nor the observation by RETTEW shall excuse the contractor for defects or omissions in its work.

**18.2** RETTEW shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the construction documents. RETTEW shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the construction work.

**18.3** Client agrees that its contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by RETTEW's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. RETTEW is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

**18.4** If expressly required under the Scope of Services to do so, RETTEW shall review contractors' submittals within 10 business days of their submission, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor. RETTEW's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures and RETTEW does not check or review the methods by which the contractor intends to execute the design. A recommendation for payment shall not be construed as permitting any departure from the contract between Client and the contractor or the construction documents, and the contractor shall remain responsible for any error in details, dimensions or otherwise that may exist. RETTEW's review and acceptance of shop drawings or submittals does not constitute approval or acceptance of design changes contained therein unless the contractor has specifically informed RETTEW in writing of such deviation at the time of the submittal and (1) RETTEW and Owner have given written approval to the specific deviation as a prior change in the work, or (2) a change order has been issued authorizing the deviation. When professional certification of performance characteristics of materials, systems or equipment is required by the construction documents, RETTEW shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction documents.

**18.5** If the Scope of Services includes RETTEW's review of contractors' requests for payment, then such services shall be conducted in the following manner. Unless otherwise agreed in writing, RETTEW shall, within 10 business days from the date of receipt by RETTEW, review and evaluate such requests for payment based upon RETTEW's observations of the work and give Client its recommendations regarding such request. RETTEW's recommendations shall constitute a statement to Client as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of RETTEW's knowledge, information and belief, the quality of the work is consistent with the construction documents prepared by RETTEW and there are no known defects or deficiencies in the work for which Client should withhold payment under applicable law. The foregoing statements shall be interim only, shall be subject to an evaluation of the completed work compared to the construction documents, if requested by Client, and do not guarantee against minor deviations from the construction documents as of the date of the review.

The Bloomsburg Town Council held a meeting on Monday, November 13, 2023 beginning at 7:00 p.m. in Council Chambers, 2<sup>nd</sup> Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <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, Vince DeMelfi, James Garman, Jaclyn Kressler 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, Fire Chief Scott McBride, Code Officer Kyle Bauman (Zoom), Airport Coordinator BJ Teichman, Airport intern Nadia, Director of Finance Kim Pogash (Zoom) and Administrative Assistant Christine Meeker (Zoom). Also present were Jared Pickell, Theresa Huff, Jim Dutt, MJ Mahon, Dawn Moore, Nate Person, Joe Gushen, Patricia Bower, Eric Bower, Joel Young, Steve Mayernick, Dennis (7:44 p.m.), David Hill, Barbara Coladonato (Zoom), Andrew Barton, Clo, Tanner Dilg (7:20 p.m.), three citizens and Corey Kreischer.

Nate Person came before Council with concerns regarding the way the code office handles complaints and the status of structures that have condemnation notices attached but seemingly nothing has been done to them. M. Reffeor addressed these issues.

Joe Gushen voiced his concerns regarding the amendments to the zoning ordinance and made a few suggestions in regards to the commercial district and residential housing on the first floor.

Patricia Bower was present to discuss an issue with a property on Catherine Street. Ms. Bower stated there is people in and out home at all hours of the day and night and police were called but no officers arrived. Ms. Bower questioned whether a rental license has been issued for the property.

Dawn Moore addressed Council regarding feral cats in Town and suggested the Town make a donation to PA Pets to help cover the cost of a Trap, Neuter, Return (TNR) program. This item is to be discussed at the next Community & Economic Development meeting.

**ENACTMENT OF AN ORDINANCE OF THE TOWN OF BLOOMSBURG VACATING A PORTION OF NORTH PENN STREET, A PORTION OF WIRT STREET AND AN OPEN AND UNNAMED ALLEY BETWEEN FRANKLIN AVENUE AND NORTH PENN STREET IN THE TOWN OF BLOOMSBURG ALL RUNNING ALONG THE LINES OF LANDS OF FRANK ROBBINS AT 80 FRANKLIN AVENUE, BLOOMSBURG PENNSYLVANIA (PIN NOS.: 05E05 34900 AND 05E05 34800).**

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved enactment of an ordinance of the Town of Bloomsburg vacating a portion of North Penn Street, a portion of Wirt Street and an open and unnamed alley between Franklin Avenue and North Penn Street in the Town of Bloomsburg all running along the lines of lands of Frank Robbins at 80 Franklin Avenue, Bloomsburg Pennsylvania (pin nos.: 05E05 34900 and 05E05 34800).

**APPROVAL OF FEE RESOLUTION 11.13.2023.01- AIRPORT AND PAPER ALLEY.**

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved the fee resolution 11.13.23.01 – airport and paper alley fee.

**PROCLAMATION- NOVEMBER IS FAMILY COURT AWARENESS MONTH.**

Mayor Hummel read a proclamation proclaiming November as Family Court Awareness Month.

**APPROVAL OF THE COUNCIL MINUTES FROM THE 10/23/2023 MEETING.**

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved the minutes from the 10/23/2023 with no corrections or additions.

**RECOMMENDATION TO APPROVE THE LIST OF OCTOBER BILLS.**

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved payment of the following monthly bills: General Fund \$1,255,878.91, Recycling Fund \$28,409.07, Street Lighting Fund \$5,446.58, Airport Fund \$112,531.73, Fire Fund \$4,650.30, Pool Fund \$11,186.14, Liquid Fuels Fund \$7,824.69, CDBG Entitlement \$41,055.12, and the October Payroll Authorization \$257,415.55.

**APPROVE THE RESOLUTION OF THE TRACY LANZAFAME VS. TOWN OF BLOOMSBURG LAWSUIT IN THE UNITED STATES COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA, DOCKET NUMBER 4:20-CV-02090.**

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, Council approved the resolution of the Tracy Lanzafame vs. Town of Bloomsburg lawsuit in the United States Court for the Middle District of Pennsylvania, docket number 4:20-cv-02090.

**APPROVAL OF THE 2024 BUDGET.**

On a motion by N. McGaw, seconded by J. Garman, and voted on 5 to 1 (DeMelfi voting no), Council approved the 2024 budget. Council member Bonnie Crawford abstained from the vote due to a work-related conflict of interest.

**APPROVAL OF THE 2024 TAX LEVY ORDINANCE.**

On a motion by N. McGaw, seconded by T. Bell, and voted on 5 to 1 (DeMelfi voting no), Council approved the 2024 tax levy ordinance. Council member Bonnie Crawford abstained from the vote due to a work-related conflict of interest.

**APPROVAL TO ACCEPT A \$100 DONATION FOR THE TOWN PARK FROM STEPHANIE KESSLER, JOSH HINKEL, MAYA & ZEB FROM CATAWISSA. NOTE: THEY RECENTLY HELD THEIR WEDDING AT THE PARK.**

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved to accept a \$100 donation for the Town Park from Stephanie Kessler, Josh Hinkel, Maya and Zeb from Catawissa.

**APPROVAL TO HIRE BACK NICHOLAS THORPE WITH THE POLICE DEPARTMENT WITH HIS SENIORITY REINSTATED EFFECTIVE 11/13/2023.**

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved to hire back Nicholas Thorpe in the Police department with his seniority reinstated effective 11/13/23.

**APPROVAL TO HAVE THE TOWN MANAGER/ TOWN MAYOR SIGN FOR AN EXTENSION FOR THE CONSTRUCTION LOAN WITH FIRST COLUMBIA REGARDING THE \$1,216,000 LOAN THAT WAS ORIGINALLY EXTENDED TO 11/15/2023 TO BE EXTENDED AGAIN TO 1/15/2024 FOR THE TOWN PINE PARKING LOT PROJECT.**

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved to have the Town Manager/Town Mayor sign for an extension for the construction loan with First Columbia regarding the \$1,216,000 loan that was originally extended to 11/15/2023 to be extended again to 1/15/2024 for the Town pine parking lot project.

**RECOMMENDATION TO ACCEPT THE RESIGNATION OF BETTS CASSADY FROM THE HUMAN RELATIONS COMMISSION WITH A TERM EXPIRING 12/31/2025.**

On a motion by N. McGaw with thanks, seconded by T. Bell, and voted on unanimously, Council approved to accept the resignation of Betts Cassady from the Human Relations Commission with a term ending 12/31/25.

**RECOMMENDATION TO APPROVE HIRING A 2024 SEASONAL COMPOST SITE ATTENDANT AT THE RATE OF \$15 AN HOUR.**

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved to hire Chris Young as the 2024 seasonal compost site attendant at the rate of \$15 an hour.

**APPROVAL OF THE GENERAL FUND DEPOSITORY – FIRST COLUMBIA BANK & TRUST CO. TO JOURNEY BANK- A MUNCY COLUMBIA FINANCIAL COMPANY.**

On a motion by B. Crawford, seconded by N. McGaw, and voted on unanimously, Council approved the general fund depository – First Columbia Bank & Trust Co. to Journey Bank a Muncy Columbia Financial Company.

**RECOMMENDATION TO CLOSE A CDBG PROGRAM INCOME BANK ACCOUNT ENDING IN 8124 WITH JOURNEY BANK.**

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved to close a CDBG program income bank account ending in 8124 with Journey Bank.

**RECOMMENDATION TO APPROVE A PURCHASE OF A F-350 PICK-UP/ PLOW SETUP PUBLIC WORKS TRUCK IN THE AMOUNT OF \$62,335 WITH AMERICAN RESCUE FUNDS.**

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved to purchase a F-350 Ford pick-up with plow setup for the Public Works department in the amount of \$62,335 with American Rescue Funds.

**RECOMMENDATION TO APPROVE PURCHASING PISTOLS FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$18,407.20 WITH AMERICAN RESCUE FUNDS. NOTE: A SPECIFIC QUOTE NEEDS TO COME BACK TO COUNCIL. ALSO NOTED IS A TRADE IN VALUE THAT WILL OFFSET SOME OF THE EXPENSE.**

On a motion by B. Crawford, seconded by T. Bell, and voted on unanimously, Council approved purchasing pistols for the police department in the amount of \$18,407.20 with American Rescue Funds. Note: a specific quote needs to come back to Council. Also noted is a trade in value that will offset some of the expense.

**RECOMMENDATION TO APPROVE PURCHASING LIFE VAC ANTI-CHOKING DEVICES FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$1,300 WITH AMERICAN RESCUE FUNDS.**

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, Council approved to purchase life vac anti-choking devices for the Police department in the amount of \$1,300 with American Rescue Funds.

**RECOMMENDATION TO APPROVE ENGINEERING SERVICES FOR UP TO \$5,000 FOR A PROPOSAL FOR ADA COMPLIANCE AT TOWN HALL WITH AMERICAN RESCUE FUNDS.**

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved engineering services for up to \$5,000 for a proposal for ADA compliance at Town Hall with American Rescue Funds.

**RECOMMENDATION TO APPROVE UP TO \$30,000 FOR POLICE DEPARTMENT SOFTWARE UPGRADES WITH AMERICAN RESCUE FUNDS. NOTE: A SPECIFIC QUOTE NEEDS TO COME BACK TO COUNCIL.**

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, Council approved up to \$30,000 for the Police department software upgrades with American Rescue Funds. Note: a specific quote needs to come back to Council.

**RECOMMENDATION TO APPROVE UP TO \$15,000 FOR POLICE DEPARTMENT UPGRADES TO THE PARKING MOBILE APPLICATION WITH AMERICAN RESCUE FUNDS. NOTE: A SPECIFIC QUOTE NEEDS TO COME BACK TO COUNCIL.**

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved up to \$15,000 for police department upgrades to the mobile application with American Rescue Funds. Note: a specific quote needs to come back to Council.

**RECOMMENDATION TO APPROVE UP TO \$60,000 FOR TECHNOLOGY UPGRADES FOR THE TOWN WITH AMERICAN RESCUE FUNDS. NOTE: A SPECIFIC QUOTE NEEDS TO COME BACK TO COUNCIL.**

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved up to \$60,000 for technology upgrades for the Town with American Rescue Funds. Note: a specific quote needs to come back to Council.

**RECOMMENDATION TO APPROVE UP TO \$50,000 FOR AN OVERALL CAMERA SYSTEM WITH AMERICAN RESCUE FUNDS. NOTE: A SPECIFIC QUOTE NEEDS TO COME BACK TO COUNCIL.**

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, Council approved up to \$50,000 for an overall camera system with American Rescue Funds. Note: a specific quote needs to come back to Council.

**RECOMMENDATION TO APPROVE UP TO \$600,000 FOR THE SOLAR PROJECT WITH AMERICAN RESCUE FUNDS. NOTE: A SPECIFIC QUOTE NEEDS TO COME BACK TO COUNCIL ALONG WITH HAVING A FURTHER UNDERSTANDING OF THE FULL SCOPE OF THE PROJECT.**

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, Council approved up to \$600,000 for the solar project with American Rescue Funds. Note: a specific quote needs to come back to Council along with having a further understanding of the full scope of the project.

**RECOMMENDATION TO ADVERTISE THE 2024 TOWN ENGINEER SERVICES.**

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, Council approved to advertise the 2024 town engineer services.

**RECOMMENDATION TO APPROVE MEMORIAL PLAQUES AT THE TOWN PARK. NOTE: ALL COSTS WILL BE COVERED BY THE TOWN PARK IMPROVEMENT ASSOCIATION. PUBLIC WORKS WILL HELP WITH SECURING THE PLAQUES.**

- a. HARRY SHUMAN- BAND SHELL
- b. HERVEY SMITH- TENNIS COURTS

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, Council approved the placement of memorial plaques at the Town Park. Note: all costs will be covered by the Town Park Improvement Association. Public Works will help with securing the plaques.

**RECOMMENDATION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH BLOOMSBURG SCHOOL DISTRICT REGARDING RECYCLING SERVICES.**

On a motion by T. Bell seconded by B. Crawford, and voted on unanimously, Council approved an intergovernmental agreement with Bloomsburg School District regarding recycling services.

**RECOMMENDATION TO APPROVE ADVERTISING THE AMENDED ORDINANCE FOR FORT MCCLURE BOULEVARD SPECIFYING THE DISTANCE FROM RAILROAD STREET.**

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved advertising the amended ordinance for Fort McClure Boulevard specifying the distance from Railroad Street.

**RECOMMENDATION TO APPOINT DELTA AIRPORT CONSULTANTS AS THE AIRPORT ENGINEER FOR MARCH 11, 2024- MARCH 10, 2029.**

On a motion by N. McGaw, seconded by B. Crawford, and voted on 6 to 1 (Hummel voting no), Council approved to appoint Delta Airport Consultants as the airport engineer from March 11, 2024 to March 10, 2029.

**APPROVAL OF CHANGE ORDER 2 WITH ROBERT C. YOUNG FOR THE PINE AVENUE PARKING LOT PROJECT IN THE INCREASED AMOUNT OF \$26,250.80.**

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved change order 2 with Robert C. Young for the Pine Avenue lot project in the increased amount of \$26,250.80.

**APPROVAL TO WAIVE THE INSURANCE REQUEST FOR THE BLOOMSBURG POST OFFICE TO PLACE A DROP OFF BOX IN THE TOWN OWNED WEST PINE PARKING LOT.**

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council approved to waive the insurance request for the Bloomsburg Post Office to place a drop off location in the Town owned West Pine parking lot.

**APPROVAL OF THE STREET VACATION PROCEDURE AND ASSOCIATED FEES.**

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, Council approved the street vacation procedure and associated fees.

**APPROVAL OF A 90-DAY EXTENSION FOR THE GEISINGER- BLOOMSBURG HOSPITAL SUBDIVISION WITH A NEW DEADLINE OF 2/11/2024.**

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved a 90-day extension for the Geisinger-Bloomsburg Hospital subdivision.

**APPROVAL TO RELEASE \$59,161 OF ESCROW FUNDS RELATING TO THE VEOLIA LAND DEVELOPMENT PROJECT.**

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved to release \$59,161 of escrow funds relating to the Veolia land development project.

**Executive Session.**

On a motion by N. McGaw, seconded by T. Bell, and voted on unanimously, Council adjourned into an executive session at 8:44 p.m. and reconvened the meeting at 9:06 p.m.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the Town Solicitor amending the Bloomsburg a Town ordinance 1008: an ordinance requiring that applications for municipal permits, licenses, or approvals relating to real property located in the Town of Bloomsburg be denied to the property owner if delinquencies of taxes or municipal charges or serious violations of state law or codes exist on real property owned by the applicant in the Town.

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, Council ended the meeting at 9:07 p.m. with no other business to discuss.

Lisa Dooley

**CAPER APPROVAL CERTIFICATION**  
**TOWN OF BLOOMSBURG**  
**FFY 2022**  
**CONTRACT NUMBER B-22-MC-42-0026**

At the regular meeting of the Bloomsburg Town Council held on December 18, 2023, the Bloomsburg Town Council approved the FFY 2022 Consolidated Annual Performance and Evaluation Report (CAPER).

I, Lisa M. Dooley, Town Manager, do hereby certify that the action outlined above was approved by the Bloomsburg Town Council at the regular meeting on the date aforementioned. The official motion reflecting this action will become part of the minutes of said meeting.

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Lisa M. Dooley, Town Manager



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

**RESOLUTION NO: 12.18.2023.01**

**WHEREAS**, the Town Council has determined it to be in the best interests of the Town of Bloomsburg and the general public to adopt a Code Blue Emergency Policy; and

**WHEREAS**, the purpose of the Code Blue Emergency Policy is intended to provide notice of adverse winter weather conditions to the general public and social services agencies that provide services to at-risk individuals living outdoors, on the streets, in parks or poorly insulated settings, and those who may find themselves at risk for cold related exposure due to defects in at home heating systems.

**BE IT RESOLVED**, that the Town of Bloomsburg of Columbia County hereby adopts the Code Blue Emergency Policy attached hereto and made a part hereof as Exhibit "A" ("the Policy").

**BE IT FURTHER RESOLVED**, that the Mayor may declare a Code Blue Emergency, in accordance with the Policy.

**BE IT FURTHER RESOLVED**, that, as part of the Plan, the County may by separate resolution enter into agreements with non-profit organizations in order to provide all qualified at-risk individuals in the Town of Bloomsburg the opportunity to obtain temporary shelter in the event of a Code Blue Emergency.

**BE IT FURTHER RESOLVED**, that in an emergency situation, as declared by the Mayor the Town is hereby authorized to enter into agreements with non-profit organizations without the need for a separate resolution of this Board.

**BE IT FURTHER RESOLVED**, that all agreements entered into with non-profit organizations shall contain indemnification clauses that shall indemnify and absolve the Town of any liability for issues, harm, or damage that may occur, and shall provide that such shelter may only be provided on a Code Blue Emergency and shall provide that the agreement may be terminated at any time, by either party.

**BE IT FURTHER RESOLVED**, The Mayor's declaration Code Blue Emergency shall also ensure that such non-profit organizations have been readied and appropriately contracted with, as outlined above, to provide for such arrangements, when the Alert is declared.

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, December 18, 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 18th day of December, 2023.

Town of Bloomsburg

Columbia County

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**Justin C. Hummel, Mayor**

**ATTEST:**

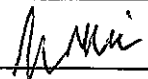
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**Lisa Dooley, Town Manager/Secretary**

- SEAL-

1-A.1

Bloomsburg Police Department		
November 2023 Council Report		
	2022	2023
CALLS STATION LOG BOOK	574	484
CALLS 911 CENTER	736	624
ACCIDENTS	13	14
TRAFFIC CITATIONS	351	244
NON-TRAFFIC CITATIONS	13	7
TRACS CITATIONS	N/A	21
CRIMINAL ARRESTS	11	9
OFFENSE REPORTS	380	280
PARKING TICKETS	1,090	784
WARRANTS CONTACTED	143	77
WARRANTS FULFILLED	50	64
<b>OTHER DEPARTMENTAL REVENUE</b>		
PARKING TICKETS	\$29,575.39	\$25,133.23
RESIDENTIAL PERMITS	\$580.00	\$352.00
ZONE PERMITS	\$140.00	\$118.00
METER RENTAL	\$260.00	\$190.00
ACCIDENTS/INCIDENTS/REC CKS	\$325.00	\$495.00
DUMPSTER FEE	\$250.00	\$200.00
STREET CLOSING	\$140.00	\$85.00
BOOT REMOVAL	\$600.00	\$375.00
NON-SUFFICIENT FUNDS	\$0.00	\$0.00
SECOND HAND GOODS	\$0.00	\$0.00
BYOB LICENSE	\$0.00	\$0.00
EVENT PERMIT	\$25.00	\$0.00
OTHER DEPARTMENTAL REVENUE	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$31,895.39</b>	<b>\$26,948.23</b>

Chief Scott C. Price 

## Bloomsburg Police Department Meter & App Collection - November 2023

	COLLECTION AREA	2022	2023- METER	2023 PANGO	2023 TOTAL
1	MAIN STREET	\$4,804.60	\$6,174.48	\$1,412.50	\$7,586.98
2	PINE AVE LOT	\$867.63	\$126.36	\$658.00	\$784.36
3	TRIANGLE LOT	\$376.25	\$519.72	\$481.75	\$1,001.47
4	WEST PINE AVE LOT	\$116.97	\$77.90	\$90.25	\$168.15
5	EAST PINE AVE LOT	\$212.16	\$0.00	\$279.25	\$279.25
6	EAST ST	\$61.64	\$300.87	\$368.50	\$669.37
7	LIBRARY LOT	\$147.52	\$233.40	\$398.00	\$631.40
8	E 2ND STREET/ 17815 PANGO	\$203.08	\$296.35	\$8,820.75	\$9,117.10
9	65 E 4th St		\$0.00	\$30.50	\$30.50
	<b>TOTAL</b>		<b>\$7,729.08</b>	<b>\$12,539.50</b>	<b>\$20,268.58</b>
	<b>PANGO APP ZONES</b>				
1	65MKT1	\$129.75		\$136.25	
1	65MAIN	\$689.75		\$833.75	
1	65MKT2	\$40.00		\$125.00	
1	65IRON	\$138.00		\$145.50	
1	65CENTER	\$162.50		\$172.00	
2	65PINE1	\$236.50		\$263.75	
2	65PINE2	\$456.00		\$394.25	
3	65TRI	\$328.25		\$481.75	
4	65WPINE	\$147.25		\$90.25	
5	65EPINE	\$309.50		\$279.25	
6	65EAST	\$53.25		\$368.50	
7	65LIB	\$202.50		\$398.00	
8	17815	\$8,601.00		\$8,820.75	
9	65E4TH (No meters)	\$12.25		\$30.50	
	<b>TOTAL PANGO APP ZONES</b>			<b>\$12,539.50</b>	
	<b>TOTAL APP AND METERS</b>	<b>\$18,296.35</b>			<b>\$20,268.58</b>

Chief Scott C. Price



1-B

Bloomsburg Police Department						
November 2023 - Officer's Report						
Title	Name	Criminal Arrests	Traffic Arrests	Non-Traffic Arrests	TraCS Citations	Parking Tickets
Chief	Price	0	0	0		0
Sgts.	Rogutski	0	3	0		2
	Carl	0	7	0		22
	Fosse	1	0	0		0
Police Officers:						
	Cromley	1	0	1		0
	Hill	0	0	0		0
	Beck	0	0	0		0
	Auchter	0	1	0		3
	Szkodny	1	0	0		0
	Pfeiffer	0	0	0		0
	Edgar	0	5	3		8
	Bowman	1	2	0		3
	Dombrosky	0	4	0		0
	Reinford	1	11	0		16
	Thorpe	0	0	0		0
	Stiver	0	4	2		1
	Fitzwater	3	5	1		11
	Lingousky	0	3	0		10
	Petrus	1	4	0		33
PT	Deitterick	0	0	0		0
Parking Enforcement Officers:						
	Buck	0	58	0		166
	Verchimak	0	137	0		509
<b>TOTALS:</b>		<b>9</b>	<b>244</b>	<b>7</b>	<b>21</b>	<b>784</b>

Chief Scott C. Price 

1-C.1

**TOWN OF BLOOMSURG  
PUBLIC WORKS DEPARTMENT  
MONTHLY REPORT  
NOVEMBER 2023**

	NOVEMBER			YEAR TO DATE		
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	REGULAR	OT	CEMENT	REGULAR	OT	CEMENT
BEREAVEMENT TIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOLIDAY TIME	\$ -	\$ -	\$ -	\$ 2,234.88	\$ -	\$ -
PERSONAL TIME	\$ 1,042.30	\$ -	\$ -	\$ 4,270.05	\$ -	\$ -
SICK TIME	\$ 4,900.57	\$ -	\$ -	\$ 36,260.56	\$ -	\$ -
VACATION TIME	\$ 4,121.92	\$ -	\$ -	\$ 22,427.38	\$ -	\$ -
WEEKEND CALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ 282.19	\$ -	\$ -
AIRPORT	\$ -	\$ -	\$ -	\$ 12,683.92	\$ -	\$ -
DAYCARE	\$ -	\$ -	\$ -	\$ 1,171.55	\$ -	\$ -
PARK (MOWING, ETC)	\$ 728.15	\$ -	\$ -	\$ 54,489.24	\$ 798.75	\$ -
POLICE STATION	\$ -	\$ -	\$ -	\$ 913.90	\$ -	\$ -
POOL	\$ -	\$ -	\$ -	\$ 24,798.17	\$ 148.12	\$ -
RECYCLING	\$ -	\$ -	\$ -	\$ 2,385.97	\$ -	\$ -
TOWN HALL	\$ -	\$ -	\$ -	\$ 2,558.46	\$ -	\$ -
TOWN SHED	\$ 387.86	\$ -	\$ -	\$ 17,458.87	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BANNERS	\$ 746.16	\$ -	\$ -	\$ 1,968.44	\$ -	\$ -
BARRICADES	\$ -	\$ -	\$ -	\$ 231.16	\$ 179.36	\$ -
CHRISTMAS DECORATIONS	\$ 3,159.35	\$ -	\$ -	\$ 4,359.12	\$ -	\$ -
CINDERTIP-MOVE FILL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEAN RUNS- FLOOD PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMPOST	\$ -	\$ -	\$ -	\$ 22,839.61	\$ 69.34	\$ -
CUT SHOULDER ON RIVER ROAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FAIR/ FAIR SIGNS	\$ -	\$ -	\$ -	\$ 2,268.04	\$ -	\$ -
FIRES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOODS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOWERS - MAIN STREET	\$ 92.46	\$ -	\$ -	\$ 2,923.25	\$ -	\$ -
FOUNTAIN	\$ 193.93	\$ -	\$ -	\$ 1,344.01	\$ -	\$ -
GARBAGE/ GARBAGE CANS	\$ 300.51	\$ -	\$ -	\$ 12,709.24	\$ 111.09	\$ -
LEAF PICKUP	\$ 11,275.45	\$ -	\$ -	\$ 16,877.38	\$ -	\$ -
LINE PAINTING	\$ -	\$ -	\$ -	\$ 5,544.79	\$ 74.06	\$ -
MOW (OTHER THAN PARK)	\$ -	\$ -	\$ -	\$ 19,351.38	\$ -	\$ -
ONE CALLS	\$ 193.93	\$ -	\$ -	\$ 484.83	\$ -	\$ -

1-02

PARADES	\$ -	\$ 104.88	\$ -	\$ 92.46	\$ 104.88	\$ -
PARKING LOTS (HOPPES)	\$ 2,652.01	\$ -	\$ -	\$ 18,684.62	\$ -	\$ -
PARKING METERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARTY (RAID)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PATCH/ POTHOLES/ SEAL	\$ 739.71	\$ -	\$ -	\$ 20,488.65	\$ 104.01	\$ -
PAVING	\$ -	\$ -	\$ -	\$ 13,666.09	\$ 140.27	\$ -
PLANT TREES	\$ 1,727.37	\$ -	\$ -	\$ 1,912.30	\$ -	\$ -
RENAISSANCE	\$ -	\$ -	\$ -	\$ 591.40	\$ 1,388.73	\$ -
SEWER/ SEWER LATERAL	\$ -	\$ -	\$ -	\$ 748.71	\$ -	\$ -
SIDEWALKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIGNS	\$ -	\$ -	\$ -	\$ 4,280.17	\$ -	\$ -
STORM CLEAN UP	\$ -	\$ -	\$ -	\$ 7,404.62	\$ 717.44	\$ -
STORM SEWER/ STORM WATER	\$ -	\$ -	\$ -	\$ 21,981.14	\$ 297.16	\$ -
STREET LIGHT	\$ 193.93	\$ -	\$ -	\$ 1,687.89	\$ -	\$ -
SUPERVISON	\$ 2,780.15	\$ -	\$ -	\$ 65,022.44	\$ -	\$ -
SWEEPING	\$ 2,669.89	\$ -	\$ -	\$ 19,070.62	\$ -	\$ -
TRAFFIC LIGHTS/ LINES	\$ -	\$ -	\$ -	\$ 1,955.24	\$ -	\$ -
TREE/ BRUSH/ LIMBS- CUT, CLEAN, TRIM & PICKUP	\$ 766.72	\$ -	\$ -	\$ 25,969.03	\$ 178.49	\$ -
VEHICLES	\$ 3,790.27	\$ -	\$ -	\$ 30,178.75	\$ -	\$ -
WEED SPRAYING	\$ -	\$ -	\$ -	\$ 1,756.81	\$ -	\$ -
WINTER MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ 215.10	\$ -
<b>TOTAL AMOUNT</b>	<b>\$ 42,462.64</b>	<b>\$ 104.88</b>	<b>\$ -</b>	<b>\$ 508,327.35</b>	<b>\$ 4,526.80</b>	<b>\$ -</b>

## TOWN OF BLOOMSBURG FUEL LOG - November 2023

VEHICLE NO.	LICENSE PLATE	DESCRIPTION	PREVIOUS MONTH ENDING MILEAGE	CURRENT MONTH ENDING MILEAGE	MILES TRAVELED	TOTAL GALLONS DISPENSED
102	MG2235M	19 CHEVY TRAX	10770	10770	0	0
103	MG-1963H	22 CHEVY TRAX	2175	2175	0	0
104	EV59365	SPARTAN RESCUE	13515	13526	11	10
105	MG6200M	22 FORD EXPLOR	11424	12173	749	72
106	EV69526	3 FORD FIRE POLI	8454	8454	0	0
107	EV71383	3 SPARTAN/TOYN	4752	4784	32	15.7
108	EV59369	EMERGENCY TRK	1682	1776	94	27
109	EV64465	9 FORD EXPLORE	74220		N/A	0
110	EV66383	92 INTL 33	36181	36277	96	22.7
111	32978MG	39 FORD UNIT 39	23217	23260	43	10.4
112	EV69314	15 KME KOVATCH	3564	3598	34	30.9
113	(PA) H122	RESCUE BOAT			N/A	N/A
114	S. EQUIP -1	S.EQUIP - 1			N/A	0
115	MG6201M	22 FORD EXPLOR	15460	16185	725	68.8
116	MG5589A	7 FORD EXPLORE	74154	74824	670	51.4
117	LJW5486	14 FORD TAURUS	85190	86546	1356	27
118	MG5556G	3 FORD EXPLORE	80115	80832	717	64
119	MG4457B	7 FORD EXPLORE	57414	58280	866	78.5
120	MG6202M	2 FORD EXPLO	18237	19422	1185	79.6
121	HCN5853	FORD INTERCEPT	100204	100356	152	15.7
122	MG8419J	7 FORD EXPLORE	53894	54335	441	38.9
123	EQUIPMENT	DUI Equipment			N/A	0
124	MG67108L	K9 VEHICLE	37239	37762	523	77.1
125	MGM0565M	9 DODGE CHARGE	20496	20748	252	26.1
126	MG6203M	22 FORD EXPLOR	12271	12955	684	59.8
127	MG6204M	22 FORD EXPLOR	14362	15294	932	48.4
128	MG1547L	DUI 2018 FORD	39050	39617	567	61.7
129	MG0193C	GMC BUCKET TRU	44164	44404	240	47.7
130	MG8286L	FORD HEAVY DU	35744	36419	675	198.4
131	MG8464D	2008 FORD DUM	N/A	N/A	N/A	N/A
132	MG5687B	05 FORD F250	91414	91577	163	21
133	MG1571J	16 FORD F550	48562	48959	397	81.9
134	MG1144J	FORD DUMP TRU	67332	67463	131	20.3
135	MG4971J	5 FORD 350 CHAS	44188	44622	434	52.2
136	MG5036G	FORD T-TAG DU	60209	60400	191	49.3
137	(PA)	OWER/EQUIPME	1	1	N/A	44.4
138	EQUIPMENT	FUEL TANK ON F25	1	1	N/A	0
139	CAT-Model 242D	Skid Steer			N/A	N/A

140	MG1751M	19 CHEVY TRAX	35653	36131	478	20.8
141	MG-0923M	STREET SWEEPER	15262	15813	551	296.7
142	MG-8146L	9 F750 DUMP TR	10036	10036	0	0
143	MG-1152M	07 FORD RANGER	85469	85603	134	11.4
144	3245	019 CAT BACKHO	2562	2597	35	56
145	EV-73928	Ford F150	84698	N/A	N/A	N/A
146	BIG LOADER1147	CATERPILLAR LOA	5627	5643	16	27.1
147	EQUIP-6032	CORMICK TRACT	5405	5405	0	0
148	EQUIP-1468	AST 3680 GRIND	1976	1976	0	0
149	MG9040F	2 FORD ECONO 2	N/A	N/A	N/A	N/A
150	79120MG	9 OLD DOMINIO	N/A	4049	N/A	19.4
151	MG0446F	11 INTL 4X2	27405	24853	N/A	48.7
152	(PA)	TROM SCREENER	1	1	N/A	0
153	MG46870	07 INTL CURBSID	42667	42799	132	62
154	84577MG	18 INTL 4300 4X2	18261	18437	176	62
155	7890	UZU WHITE 16' V	15426	15668	242	43.7
156	MG9701L	2000 ODB Trailer	2634	2510	N/A	151.5
157	MG0440F	11 INTL Flat Bed	13696	14408	712	99.2
158	MG2743N	2022 F250	3037	3037	0	0
159	MG-2744N	2022 FORD F550	7410	7410	0	61.4
160	ATV-0701	17 John Deere Ga	3534	N/A	N/A	N/A
161	EV32884	Ambulance	139086	N/A	N/A	N/A
162	EV35102	Ambulance	29	29	N/A	0
163	EV31854	Ambulance	N/A	N/A	N/A	N/A
164	EQUIP-7265	John Deere Backho	N/A	N/A	N/A	N/A
165	EQUIPMENT	ckhoe Midel 310	100148	N/A	N/A	0

\* Mileage was not inputted by department at pump.

Nov-23

10 - 01 - 2023		
<u>DEPARTMENT</u>	<u>GASOLINE (2)</u>	<u>DIESEL (1)</u>
Codes	15.70	0.00
Fire Dept.	10.40	106.30
Police	753.30	0.00
DPW	325.90	662.70
Recycling	43.70	442.80
Airport	0.00	0.00
Ambulance	0.00	0.00
<b>TOTAL (Gallons)</b>	<b>1149.00</b>	<b>1211.80</b>



# Town of Bloomsburg

## Permit Report

11/1/2023 - 12/9/2023

Parcel Address	Permit Date	Permit Type	Project Description	Project Cost	Total Fees	Owner Name
137 MILLVILLE RD	12/6/2023		Wheel rim painting / auto repair / maintenance / service	100,000		SHANNON STEVEN R
725 COLUMBIA BLVD	12/7/2023		Interior remodel of existing pharmacy to create an enclosed space for consultation	33,500	\$1,267.50	WEIS MARKETS INC
603 COUNTRY CLUB DR	12/4/2023		CANCELLED: 15.75kW DC flush roof mount PV solar system installation	51,975		KELLER GAILEY C & JOAN
140 MARKET ST	11/30/2023		Crossroads Counseling: Remove kitchen area and made into offices for clients. Walls built to not disturb existing finished rooms to divide from staff	45,000		OHK REALTY LLC
373375 E FIFTH ST	11/29/2023		Replace slate roof with shingle and OSB sheathing where needed	9,700	\$237.30	DSCC ENTERPRISE
900 W MAIN ST	11/20/2023		Barn near 6th St gate for possible RC	70,000		COLUMBIA COUNTY H & A MECH

			track: Enclose existing building with new insulated panels, walls on 4 sides, overhead doors, egress doors			ASSOCIATION
500 E TWELFTH ST	11/30/2023		Recruiting sign 6x12 and 25 ft from road	1,000	\$75.00	KAWNEER COMPANY INCORPORATED C/O ALCOA INC PROP TAX DEPT
549 FAIR ST	12/5/2023		Alteration of existing med room and office to make a sterile storage room.	18,008	\$964.50	BLOOMSBURG HOSPITAL
360 EAST ST	11/15/2023		SEDA-COG grant for improving house: Siding on dormer, soffit, fascia, gutters, steps, sidewalk, railings, electrical, doors, windows, chimney	0		SABO EDWARD A JR KEVIN M SABO
5860 E MAIN ST	12/4/2023		2nd floor renovations to apartments	50,000	\$1,827.30	MAIN ST REAL ESTATE LLC
236 W FIRST ST	11/13/2023		Install 28 x 24 sq ft garage on rear of property by existing parking area	17,000		PHILLIPS SCOTT J & KIMBERLY R
472R E EIGHTH ST	11/15/2023		Reconstruct rear deck on property	1,600	\$344.50	LENHART RODNEY ALLENJOHN MCINTYRE LENHART

236 W FIRST ST	11/10/2023		Install 28 x 24 sq ft garage on rear of property by existing parking area	17,000		PHILLIPS SCOTT J & KIMBERLY R
549 E FIRST ST	11/8/2023		Install set of non- illuminated channel letters. Insttall non- illuminated wall panel sign	1,500	\$349.50	BLOOMSBURG HOSPITAL
102108 MAIN & IRON ST	11/28/2023		108 E Main St: new Thai restaurant and above door sign	4,500	\$389.50	BROOKSIDE ARCES INVESTMENTS LLC
716720 CATHERINE ST	11/2/2023		720 Center St: Remove and replace service cable and meter base. All grounding	1,500	\$154.50	TARVIN MICHAEL & TINA
360 GLEN AVE	11/22/2023		Conversion of existing 2 unit housing into 5 unit multi family (R-2)	72,285	\$3,064.36	KNAPP ALLEN M & AMY J JR KNAPP ELIJAH T
599 W MAIN ST	11/2/2023		Installation of a PV solar roof mount 8kw	30,000	\$774.50	PETERSEN FRANCYN SU
112 E MAIN ST	11/14/2023		Zoning request for distillery use at property, business name "Cassus Belli"	2,000	\$100.00	112 EAST MAIN LLC
2426 E MAIN ST	11/2/2023		Sign on front of building above entrance 30 inch tall by 110 inch wide made of	1,500	\$175.00	HUMMEL C CLEVELAND & KATHY A

			wood. Estimates 80-100 pounds. Happy is Healthy business			
50 W MAIN ST	12/4/2023		ADA compliance of former PNC to Columbia County Historical and Genealogical Society	38,821	\$1,403.28	COLUMBIA COUNTY HISTORICAL & GENEALOGICAL SOCIETY
131 COLUMBIA AVE	11/28/2023		front porch reconstruction	150	\$324.50	TD CAPITAL MANAGEMENT
					<b>\$11,451.24</b>	

Total Records: 22

12/13/2023



# Town of Bloomsburg

## Case Report

1/1/2019 - 12/1/2023

Case #	Assigned To	Owner Name	Main Status	Description	Parcel Address	Case Date
Group: Citation Issued						
230323	Gregory Ash	KNAPP ALLEN MITCHELL JR	Citation Issued	Abandon Car	411 WIRT ST	11/13/2023
230319	Kyle Bauman	ROOSA MICHAEL D & SHELLI R DAVID M ROOSA	Citation Issued	Municipal Waste	355 E FIFTH ST	11/10/2023
230305	Michael Reffeor	ALLEN ROGER W & MARTHA L	Citation Issued	No zoning or building permits	741 MARKET ST	10/26/2023
230264	Kyle Bauman	ANDES BRIAN B & JODELL M	Citation Issued	Unlicensed Rental	639 W PINE AVE	8/30/2023
230238	Gregory Ash	MALIA SHANE P	Citation Issued	Ceiling water damage	208 W FIRST ST	7/25/2023
230236	Gregory Ash	MAKUSZEWSKI ADAMC/O TADEUSZ MAKUSZEWSKI	Citation Issued	Abandon Vehicle	255 E EIGHTH ST	7/17/2023
230118	Gregory Ash	SINGLEY MATTHEW	Citation Issued	Rubbish and debris	66 LINCOLN AVE	4/24/2023
230065	Kyle Bauman	TD CAPITAL MANAGEMENT	Citation Issued	Exterior Conditions (Pending Adjudication)	131 COLUMBIA AVE	3/22/2023
230054	Michael Reffeor	MITCHELL AUDRA I JUSTIN J HARTMAN	Citation Issued	Deck, weeds, rubbish	106 WEST ST	3/2/2023
230020	Gregory Ash	SALAS BERNARDO IBARRA	Citation Issued	Tenant complaint	606 W THIRD ST	1/12/2023
230016	Kyle Bauman	REIGLE JENNIFER M	Citation Issued	Prohibited Vehicle	435 RAILROAD ST	1/11/2023
220415	Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA	Citation Issued	Garbage and pets	217 SUMMIT AVE	12/13/2022

		WYNINGS				
220358	Kyle Bauman	MAKUSZEWSKI ADAM C/O TADEUSZ MAKUSZEWSKI	Citation Issued	Unlicensed Rental (Pending adjudication)	255 E EIGHTH ST	9/27/2022
220227	Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Citation Issued	Condemned - Unfit for occupancy	217 SUMMIT AVE	7/19/2022
220201	Gregory Ash	SINGLEY MATTHEW	Citation Issued	Tall Grass and Weeds, Soffit/facia repair	66 LINCOLN AVE	7/11/2022
210226	Kyle Bauman	ALL ACCESS MONTOUR LLC	Citation Issued	Structure unfit for human occupancy/ Grass and weeds (9 citations issued)	405 MILLVILLE RD	7/13/2021
210224	Michael Reffeor	Salguero Jainer Ariel Aldana and Leily Marily Ramos Milla	Citation Issued	Grass and weeds	576 Rear Main Street	7/12/2021
210223	Kyle Bauman	IVY LEA PROPERTIES LLC	Citation Issued	Roof Damage & Weeds (Citations Issued)	516518 OLD BERWICK RD	7/12/2021
210215	Michael Reffeor	PENMAN JANINE	Citation Issued	Siding, weeds, rubbish	161 E FIFTH ST	7/1/2021
200466	Michael Reffeor	DEMELFI VINCENT J	Citation Issued	(Plan of action completion 6- 1-21 deadline) Dilapidated structure (2 citations issued)	239241 W FIRST ST	11/5/2020
190049	Kyle Bauman	FEATHERMAN BRADLEY & CHRISTINE	Citation Issued	Exterior Conditions - Several Citations Issued.	571 W THIRD ST	10/22/2019

Group Total: 21

Group: NOV Issued

230316	Gregory Ash	WELCH GRIFFIN B	NOV Issued	Hazardous Tree	161163 E FOURTH ST	11/9/2023
230314	Michael Reffeor	OHK REALTY LLC	NOV Issued	Crosswinds Counseling - No permit for work done UCC	140 MARKET ST	10/3/2023
230312	Gregory Ash	JAM HOUSING LLC	NOV Issued	water leak	621623 OLD BERWICK RD	11/6/2023
230311	Kyle Bauman	ZHENG QIN FEI	NOV Issued	Unlicensed Rental	1620 E MAIN ST	11/6/2023
230310	Gregory Ash	SLOTTERBACK DANIEL W	NOV Issued	Water leak	516518 E THIRD ST	11/2/2023
230302	Gregory Ash	Bloom LLC	NOV Issued	Infestation	141W Main St 2nd Floor	10/19/2023
230298	Gregory Ash	HERRITY PATRICIA V	NOV Issued	Unsanitary	349 E FOURTH ST	10/17/2023
230296	Kyle Bauman	KAWNEER COMPANY INCORPORATED C/O ALCOA INC PROP TAX DEPT	NOV Issued	Sign Permit Required	500 E TWELFTH ST	10/13/2023
230291	Gregory Ash	MAY WILLIAM E & SARAH G	NOV Issued	Mildew Growth	591593 W MAIN ST	10/12/2023
230286	Michael Reffeor	MOT EPHRAIM REALTY LLC C/O CHAIM SCHEINBAUM	NOV Issued	Tall grass, rubbish, unoccupied building, no water	211 E FIRST ST	10/9/2023
230246	Michael Reffeor	COLUMBIA COUNTY H & A MECH ASSOCIATION	NOV Issued	Dumping in floodplain	900 W MAIN ST	8/2/2023
230226	Michael Reffeor	LENHART RODNEY ALLENJOHN MCINTYRE LENHART	NOV Issued	No building permit for deck	472R E EIGHTH ST	7/13/2023
230202	Kyle Bauman	ROBINHOLT JAMES BC/O RICK & JENNIFER ROBINHOLT	NOV Issued	Grass & Weeds	716 POPLAR STREET	6/19/2023
230201	Kyle Bauman	PIXIE HIDEAWAYS LLC	NOV Issued	Grass and weeds/NSR	728 POPLAR ST	6/19/2023
230163	Michael Reffeor	COLUMBIA COUNTY	NOV Issued	Unsafe structure	203209 W MAIN ST	5/16/2023

		HOUSING CORPORATION				
230134	Kyle Bauman	CARL JIMMY L & SARAH M	NOV Issued	Condemnation	215 MILLVILLE RD	5/9/2023
230123	Kyle Bauman	KINDIG MYRON J	NOV Issued	Unsafe Structure	365367 CENTER ST	5/3/2023
230120	Gregory Ash	KBK MANAGEMENT LLC	NOV Issued	WIndows	125 W MAIN ST	5/1/2023
230072	Michael Reffeor	GLOBAL SPACE DEVELOPING INC	NOV Issued	Structure fire at 10 W Main St	6-16 W MAIN ST (owner)	3/29/2023
220299	Gregory Ash	HERRITY PATRICIA V	NOV Issued	Tall Grass and Weeds	349 E FOURTH ST	8/29/2022
220264	Michael Reffeor	MIOSI THOMAS J & ALEXANDRA	NOV Issued	sidewalk deviation and tree removal	243 E TENTH ST	8/5/2022
220170	Michael Reffeor	VENTURI ENTERPRISE INC	NOV Issued	Weeds and porch	250 W FIRST ST	6/24/2022
220134	Michael Reffeor	VOUGHT JOEL	NOV Issued	Exterior and weeds	430 EAST ST	5/23/2022
210392	Michael Reffeor	MUELLER KENNETH A	NOV Issued	(Action plan in progress) Dilapidated structure	540542 JEFFERSON ST	11/2/2021
210391	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	Unfit for human occupancy	222230 BLACKBERRY AVE	10/29/2021
210347	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	No rental license	222230 BLACKBERRY AVE	10/7/2021
200510	Kyle Bauman	Heather LEE	NOV Issued	Condemnation	136 E THIRD ST	12/28/2020
200486	Michael Reffeor	WATTS KURT	NOV Issued	Dilapidated structure	531 CATHERINE ST	1/25/2021
200482	Michael Reffeor	KRANIG RUTH C	NOV Issued	Floodplain violations	516 FORT MCCLURE BLVD	12/11/2020

Group Total: 29

## Group: Open

230327	Gregory Ash	DEMELFI VINCENT J	Open	Broken Window	100102 W MAIN ST	11/30/2023
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230325	Gregory Ash	CENTRE2 LLC	Open	Non-Livable Conditions	405 EAST ST	11/16/2023
230320	Gregory Ash	BARTON ROBERT E & ANNE L JR	Open	large tree stump needs removed	106 E FIFTH ST	11/11/2023
230317	Kyle Bauman	BROBST WILLIAM C	Open	Trip Hazard	102 MARKET ST	11/10/2023
230313	Kyle Bauman	CHYKO MICHAEL A & DEBARA L	Open	Water leak/damage	556 W THIRD ST	11/7/2023
230294	Kyle Bauman	KESTER ANTOINETTE	Open	Exterior Conditions	290 W ELEVENTH ST	10/13/2023
230270	Michael Reffeor	WOLFE DANIEL L ESTATE GLORIA BLOOM	Open	Sidewalk deteriorated	230 E FIRST ST	8/30/2023
230205	Michael Reffeor	HERCZKU JOAN MARIE	Open	Foul smell in apartment	917 IRON ST	6/21/2023
230062	Kyle Bauman	LEININGER L ROBERT	Open	Condemnation - Closing of Vacant Building	222224 W EIGHTH ST	3/16/2023
230029	Michael Reffeor	EHRENZELLER MORGAN	Open	Abandoned structure - exterior issues	316 WALLER AVE	2/7/2023
210378	Kyle Bauman	SHANNON STEVEN R	Open	Junk Vehicles, prohibited furniture, Exterior Conditions	137 MILLVILLE RD	10/18/2021

Group Total: 11

Group: Stop work order

230255	Michael Reffeor	COLUMBIA COUNTY H & A MECH ASSOCIATION	Stop work order	No permit	900 W MAIN ST	8/22/2023

Group Total: 1

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Total Records: 62

12/13/2023

**BLOOMSBURG RECYCLING CENTER**  
**MONTHLY SUMMARIES**  
**November 2023**

I.	<b><u>COLLECTIONS:</u></b>	<b><u>Tons</u></b>
	A. Bloomsburg Curbside	11.07
	B. Commercial Collections	188.97
	C. Center Drop-Off's	59.23
	D. Cluster Collections	0.18

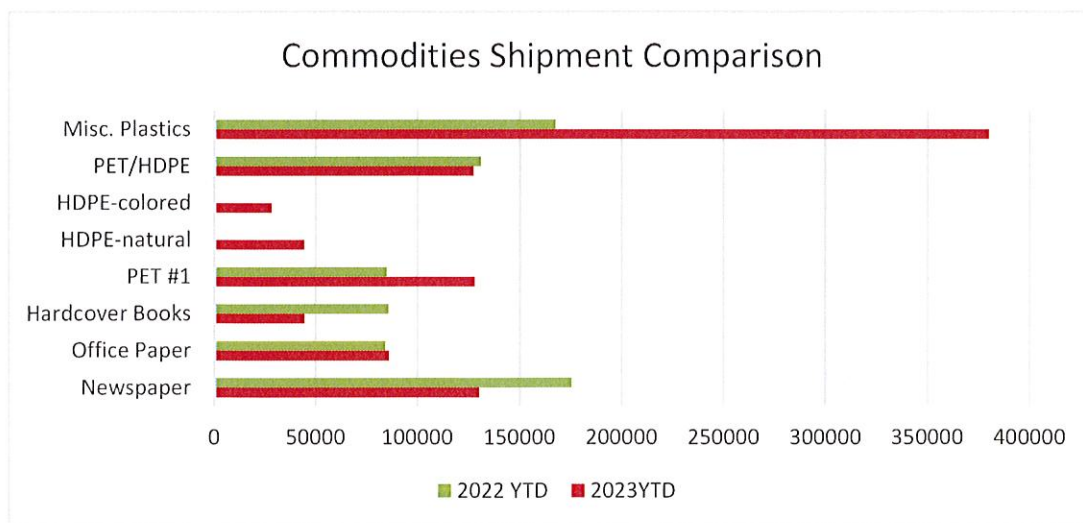
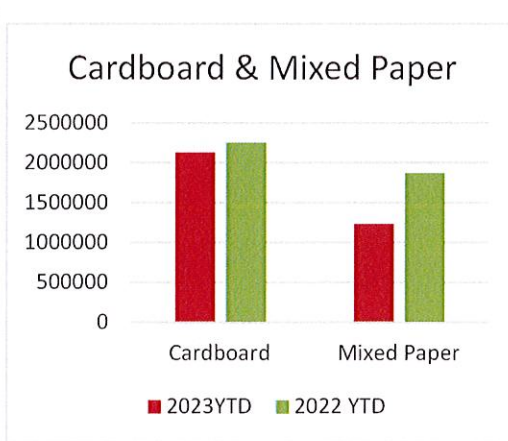
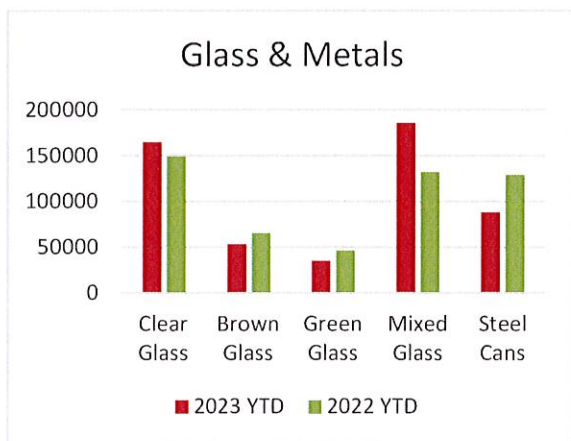
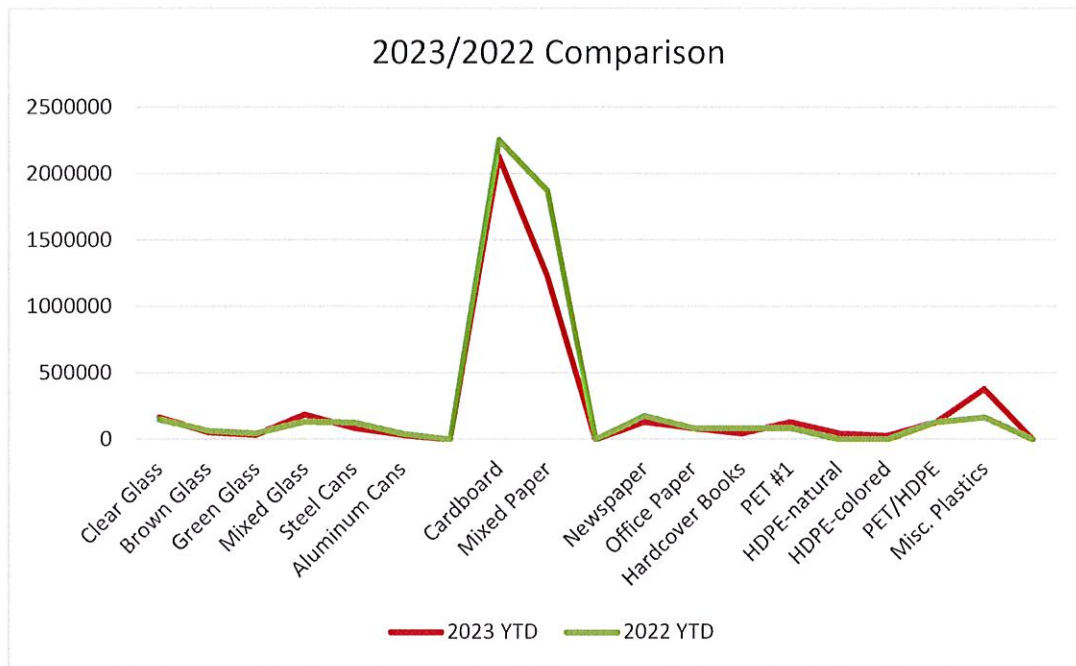
MONTHLY TOTAL	<u><u>259.45</u></u>
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II.	<b><u>SHIPMENTS:</u></b>	2023 YTD	2022 YTD
	Clear Glass	164675	149195
	Brown Glass	53345	65470
	Green Glass	35235	46535
	Mixed Glass	185560	132040
	Steel Cans	87985	129055
	Aluminum Cans	33950	42800
		<u>2023YTD</u>	<u>2022 YTD</u>
	Cardboard	2129380	2254630
	Mixed Paper	1233005	1874075
		<u>2023YTD</u>	<u>2022 YTD</u>
	Newspaper	130190	175485
	Office Paper	86000	84125
	Hardcover Books	44500	85580
	PET #1	128095	84760
	HDPE-natural	44375	0
	HDPE-colored	28115	0
	PET/HDPE	127410	130990
	Misc. Plastics	379765	167405

TOTAL POUNDS	4891585	5422145
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TOTAL TONNAGE	<u><u>2445.79</u></u>	<u><u>2711.07</u></u>
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# BLOOMSBURG RECYCLING CENTER MONTHLY SUMMARIES November 2023



2023 - Nov  
Airport Summary

14

		Inches	Gallons	Clock Gauge	Stick Gauge
A	Beginning 1 Nov	45	2,307.40	X	
	Mid 28 Nov	20.75	797.5	X	
	Mid 28 Nov	68	3797.1	X	
	Ending 30 Nov	62.875	3,479.80	X	
B	Local Fuel Sold	1,306.80			
	Transient Fuel Sold	437.50			
	<b>Total Gallons Sold</b>	<b>1,744.30</b>	Matches Nov. Invoicing		
C.	Courtesy Car	Bloom Diner			
	Courtesy Car	Marley's			
	Courtesy Car	AVP Tower			
	<b>Gallons Fuel Purchased</b>	<b>54.9</b>			
				<b>Operations</b>	
D	<b>NOV. Flight Activity</b>	Logged, not related to fuel		50	
	Many are night ops	Military	Helicopters	30	
		Helicopters	Training	20	
		Training		1,080	
		Training		340	
		From Fuel Log		260	
			Sub total	1780	
E	Anticipated # of operations missed in 1 month			100	
			Subtotal	1880	
F	<b>Columbia Aircraft Services</b>			60	
	There are likely more for CAS in this category				
			<b>TOTAL</b>	<b>1940</b>	Operations
G	<b>Conference Rm:</b>	1 Nov	Legacy 360	50.00	CK. 2968
H.	2022 Fuel Sold thru Nov	19,896.2			
I	2023 Fuel Sold thru Nov	23,347.2			

bt

# Bloomsburg Volunteer Firefighters Relief Association

Bloomsburg, PA

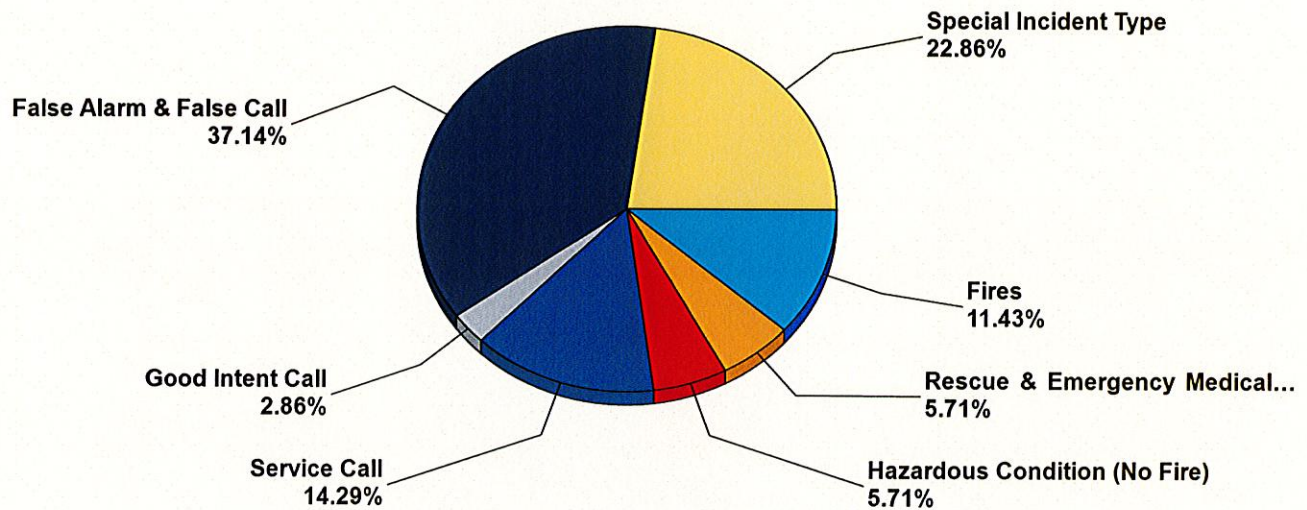
This report was generated on 12/7/2023 8:33:54 PM



11-1

## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2023 | End Date: 11/30/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	11.43%
Rescue & Emergency Medical Service	2	5.71%
Hazardous Condition (No Fire)	2	5.71%
Service Call	5	14.29%
Good Intent Call	1	2.86%
False Alarm & False Call	13	37.14%
Special Incident Type	8	22.86%
TOTAL	35	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
111 - Building fire	3	8.57%
131 - Passenger vehicle fire	1	2.86%
311 - Medical assist, assist EMS crew	1	2.86%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	2.86%
412 - Gas leak (natural gas or LPG)	1	2.86%
463 - Vehicle accident, general cleanup	1	2.86%
511 - Lock-out	1	2.86%
551 - Assist police or other governmental agency	1	2.86%
553 - Public service	2	5.71%
561 - Unauthorized burning	1	2.86%
611 - Dispatched & cancelled en route	1	2.86%
710 - Malicious, mischievous false call, other	2	5.71%
733 - Smoke detector activation due to malfunction	2	5.71%
735 - Alarm system sounded due to malfunction	1	2.86%
740 - Unintentional transmission of alarm, other	1	2.86%
743 - Smoke detector activation, no fire - unintentional	6	17.14%
745 - Alarm system activation, no fire - unintentional	1	2.86%
900 - Special type of incident, other	8	22.86%
<b>TOTAL INCIDENTS:</b>	<b>35</b>	<b>100%</b>

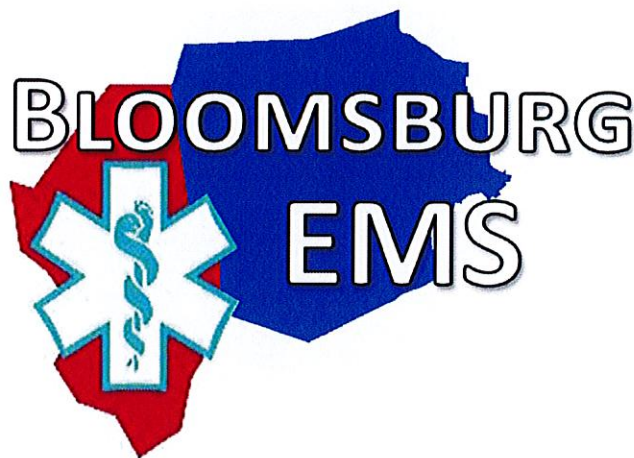
Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



# Emergency Medical Services Monthly Report

For the Month of

**October  
2023**



A community partnership of Bloomsburg Volunteer Ambulance Association, Inc.  
and Greater Columbia Medical Transport Service, LLP

The purpose of this report is to provide statistics on the EMS Activities of the  
Bloomsburg Volunteer Ambulance Association and  
Greater Columbia Medical Transport Service, LLP  
for the municipal government of the Town of Bloomsburg

*This report only reflects what was documented by our EMS providers  
and verified by patient care reports submitted to the state.*

Questions regarding the report can be directed to

Lee V. Rosato, NR-P, CCEMT-P

Executive Director of GCMTS, LLP

lrosato.gcmts@gmail.com

## Monthly Analytics

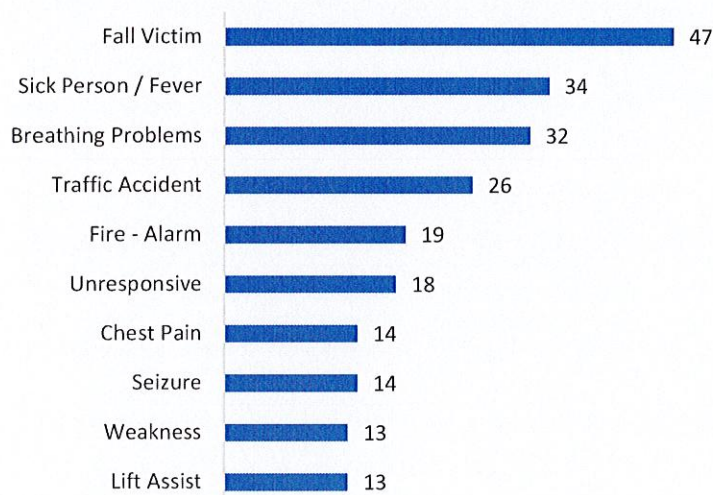
The overall number of EMS calls dispatched by the East Central Emergency Network 911 Center for this reporting period.

	<u><i>n</i></u>	<u><i>Bloomsburg</i></u>	
<b>Bloomsburg Vol Amb Association (BLS)</b>	352	106	30.1%
<b>Greater Columbia Med Transport (ALS)</b>	<u>269</u>	<u>85</u>	<u>31.6%</u>
	621	191	30.8%

The number one monthly complaint reported to the East Central Emergency Network 911 Center by the public who requesting our agencies to respond emergent throughout Columbia and the surrounding counties to provide emergency medical care during this reporting month.

	<u><i>n</i></u>
<b>Bloomsburg Vol Amb Association (BLS)</b>	<i>Fall Victim</i> 47
<b>Greater Columbia Med Transport (ALS)</b>	<i>Breathing Problems</i> 35

**BVAA - Top 10 Complaints**



**GCMTS - Top 10 Complaints**



The number of EMS calls dispatched within our primary response area and mutual aid responses dispatched by the East Central Emergency Network 911 Center for this reporting period.

	<u><i>Primary</i></u>	<u><i>Mutual Aid</i></u>	
<b>Bloomsburg Vol Amb Association (BLS)</b>	321	31	10%
<b>Greater Columbia Med Transport (ALS)</b>	<u>242</u>	<u>27</u>	<u>11%</u>
	563	58	

The overall hours spent handling EMS calls dispatched by the East Central Emergency Network 911 Center for this reporting period.

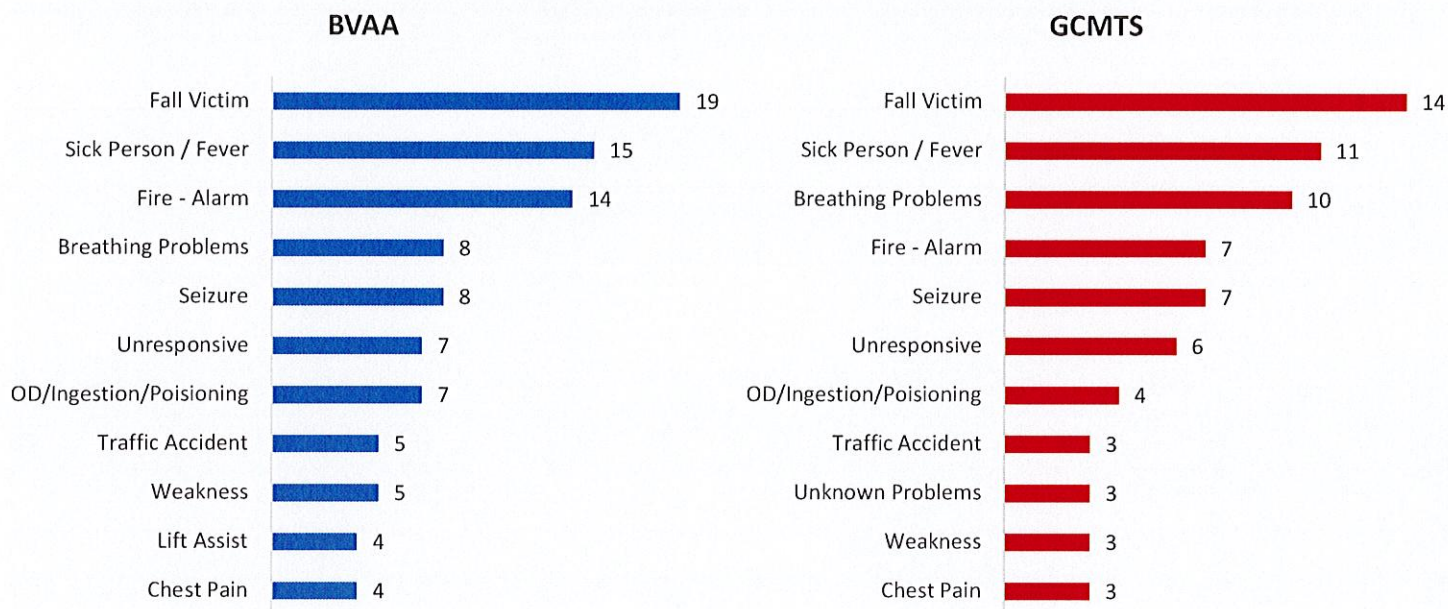
	<u><i>n</i></u>	<u><i>Bloomsburg</i></u>	<u><i>Other MCD</i></u>
<b>Bloomsburg Vol Amb Association (BLS)</b>	350.5	111.3	239.2
<b>Greater Columbia Med Transport (ALS)</b>	<u>233.4</u>	<u>65.3</u>	<u>168.1</u>
	583.9	176.7	407.3

## Analytics for the Town of Bloomsburg

The number one monthly medical emergency complaint reported in the Town of Bloomsburg.

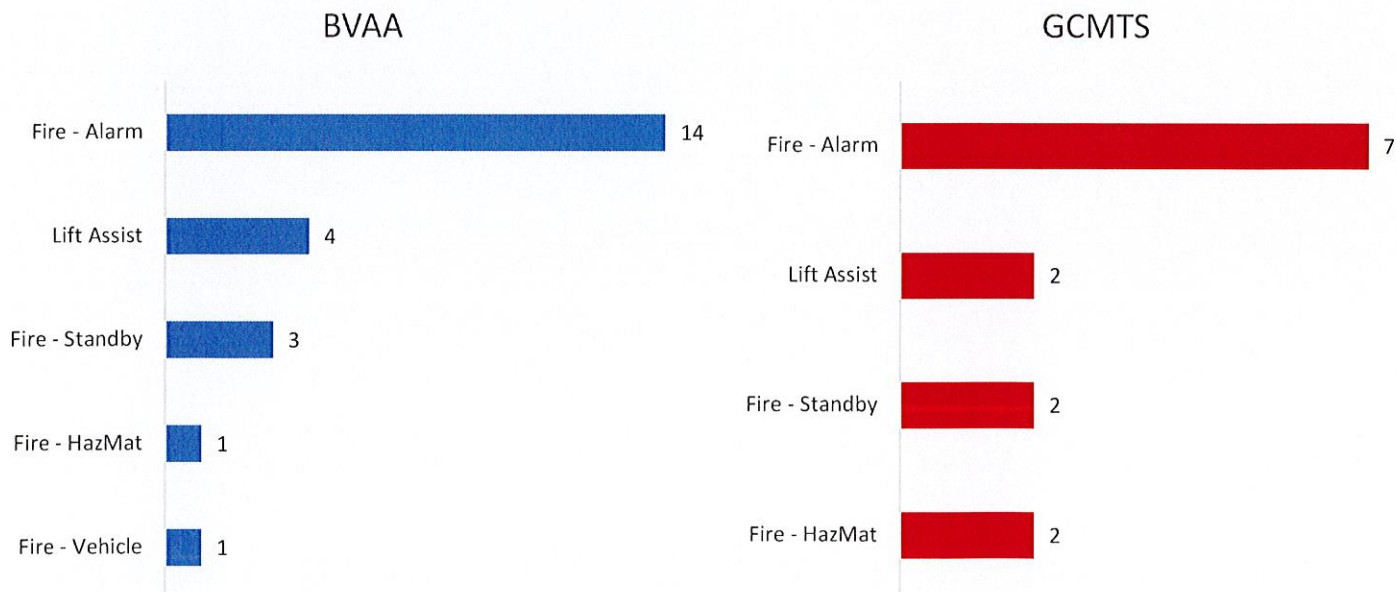
<b>Bloomsburg Vol Amb Association (BLS)</b>	<i>Fall Victim</i>	<u><i>n</i></u> 19
<b>Greater Columbia Med Transport (ALS)</b>	<i>Fall Victim</i>	14

### Top 10 Complaints in the Town of Bloomsburg



The number of community service calls dispatched in the Town of Bloomsburg.

<b>Bloomsburg Vol Amb Association (BLS)</b>	<u><i>Bloomsburg</i></u> 23
<b>Greater Columbia Med Transport (ALS)</b>	<u>13</u> 36

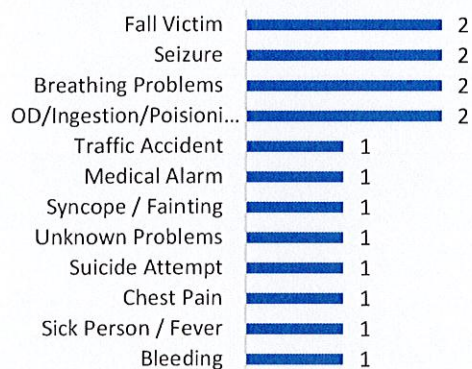


The number of EMS calls missed in the Town of Bloomsburg due to commitment on prior incidents dispatched by the East Central Emergency Network 911 Center for this reporting period.

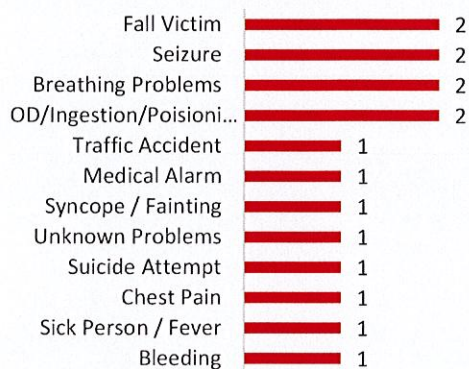
**Bloomsburg Vol Amb Association (BLS)**  
**Greater Columbia Med Transport (ALS)**

*n*  
 16  
16  
 32

BVAA



GCMTS

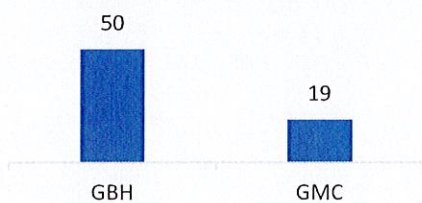


The number of patients transported from the Town of Bloomsburg requiring further care and management.

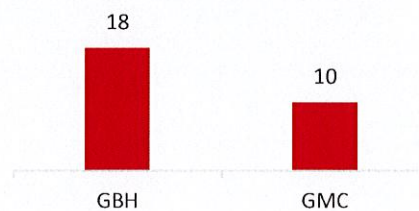
**Bloomsburg Vol Amb Association (BLS)**  
**Greater Columbia Med Transport (ALS)**

*n*  
 69  
28  
 97

BVAA

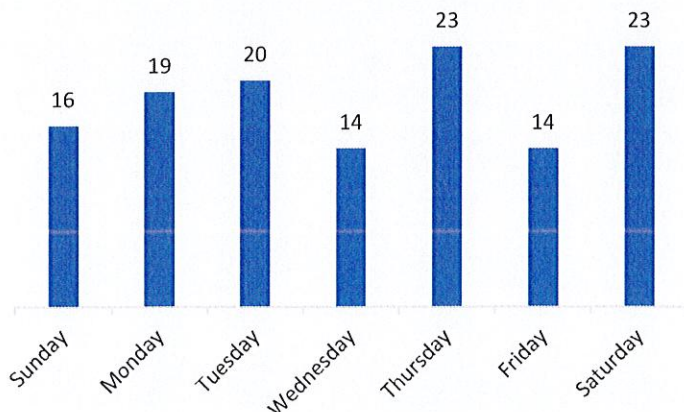


GCMTS

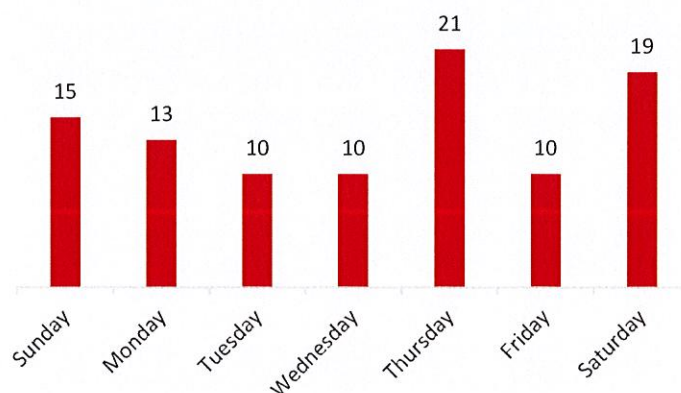


The busiest weekdays for EMS calls in the Town of Bloomsburg.

BVAA



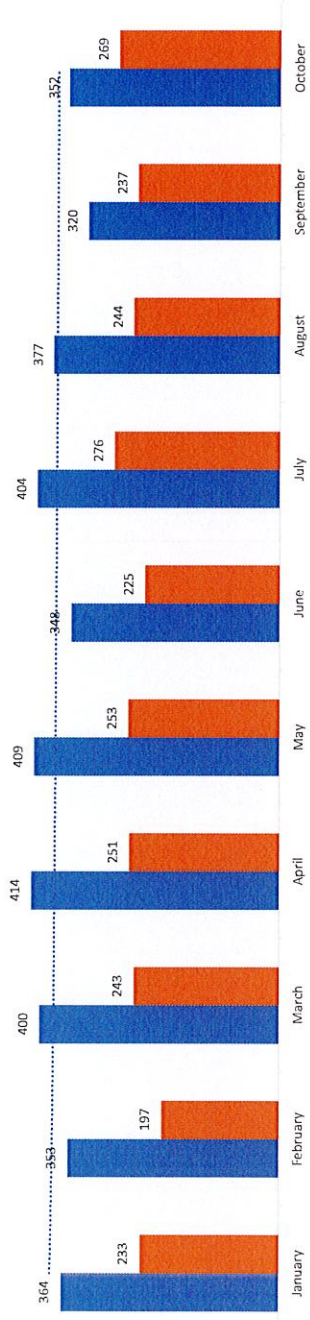
GCMTS



15-5

	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTALS	
	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS
Overall	364	233	353	197	400	243	414	251	409	253	348	225	404	276	377	244	320	237	352	269					3,741	2,428
EMS Calls	309	195	300	159	309	208	359	212	350	209	292	182	353	237	337	220	293	215	321	242					3,223	2,079
Primary Area	55	38	53	38	91	35	55	39	59	44	56	43	51	39	40	24	27	22	31	27					518	349
Secondary Area (MA)																										
Destination																										
GBH	123	60	118	53	128	52	124	54	128	52	107	47	128	45	120	42	99	45	114	44					1,189	494
GMC	93	52	102	54	107	66	106	65	103	43	97	61	112	60	85	48	87	44	80	42					972	535
GWV			2	2		2				1							1	1							1	4
GSACH							3	1			1	2	1	1			1								2	2
LVBH-N							1					1													6	4
LZ													2	1											1	2
UPMC																										
Other	1						1																		33	2
Coroner			2		1										32	2		1							4	1
Total	217	112	224	109	236	120	235	120	231	96	205	111	243	108	237	92	188	91	195	87					2,211	1,046
Hours on the Job	391.5	238.9	359.9	239.3	414.9	244.1	344.3	196.2	348.4	212.6	1012.3	233.7	390.7	271.8	260.6	195.8	334.8	218.5	350.5	233.4					4,207.9	2,284.2
Busiest Weekday	THR	THR	FRI	MON	THR	FRI	MON	SUN	MON	MON	THUR	THUR	MON	MON	WED	WED	FRI	SAT	MON	THU					4,207.9	2,284.2
Top Monthly Complaint	37	29	45	30	28	29	52	33	38	32	38	32	44	42	53	31	41	29	47	35					423	322
Town of Bloomsburg																										
EMS Calls	109	60	139	76	134	85	162	98	138	86	110	70	131	96	107	93	137	107	145	114					1,312	885
Medical	79	51	114	64	103	72	128	85	108	71	91	57	106	81	72	70	93	79	106	85					1,000	715
Community Service	17	3	14	5	20	5	24	7	19	7	7	3	19	10	19	15	23	11	23	13					185	79
Missed	13	6	11	7	11	8	10	6	11	8	12	10	6	5	8	8	21	17	16	16					119	91
Destination																										
GBH	44	19	55	22	52	23	54	27	41	17	32	14	39	14	46	23	30	17	50	18					443	194
GMC	20	16	30	16	25	15	30	21	24	15	30	16	28	14	26	14	30	16	19	10					262	153
Coroner	1		1																						2	0
Other																										
Total	65	35	86	38	77	38	84	48	65	32	62	30	68	29	72	37	60	33	69	28					708	348
Hours on the Job	99.1	54.3	103.1	86.4	104.4	68.0	98.6	63.6	86.3	59.4	76.3	43.2	116.2	75.3	63.9	59.1	76.6	69.3	111.3	65.3					935.8	643.8
Busiest Weekday	SUN	SUN	FRI	FRI	FRI	FRI	SAT	SUN	SAT	MON	THUR	THUR	WED	WED	THU	WED	FRI	FRI	SAT	THU						
Top Monthly Complaint	10	6	15	10	16	11	16	12	10	9	10	9	15	16	13	12	12	11	19	14					136	110

OVERALL EMS CALLS OF BVAA & GCMTS

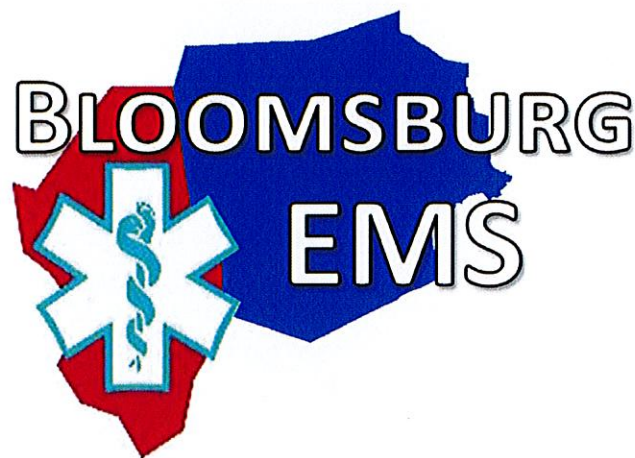


# Emergency Medical Services Monthly Report

For the Month of

**November**

**2023**



A community partnership of Bloomsburg Volunteer Ambulance Association, Inc.  
and Greater Columbia Medical Transport Service, LLP

The purpose of this report is to provide statistics on the EMS Activities of the  
Bloomsburg Volunteer Ambulance Association and  
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*This report only reflects what was documented by our EMS providers  
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Questions regarding the report can be directed to

Lee V. Rosato, NR-P, CCEMT-P

Executive Director of GCMTS, LLP

[lrosato.gcmts@gmail.com](mailto:lrosato.gcmts@gmail.com)

## Monthly Analytics

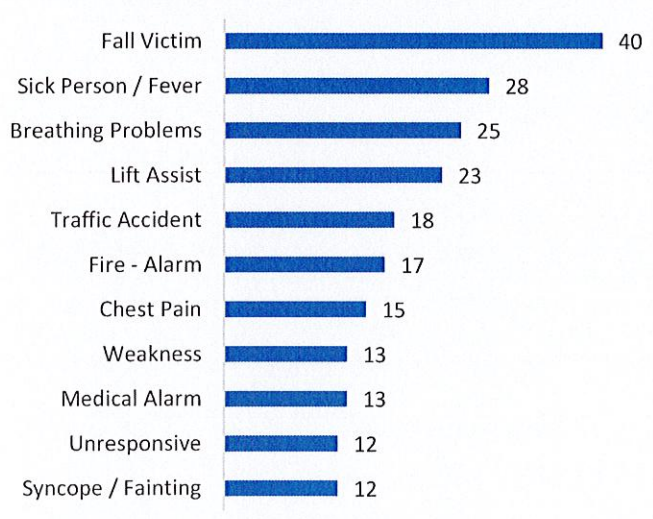
The overall number of EMS calls dispatched by the East Central Emergency Network 911 Center for this reporting period.

	<i><u>n</u></i>	<i><u>Bloomsburg</u></i>	
<b>Bloomsburg Vol Amb Association (BLS)</b>	321	87	27.1%
<b>Greater Columbia Med Transport (ALS)</b>	<u>236</u>	<u>69</u>	<u>29.2%</u>
	557	156	28.0%

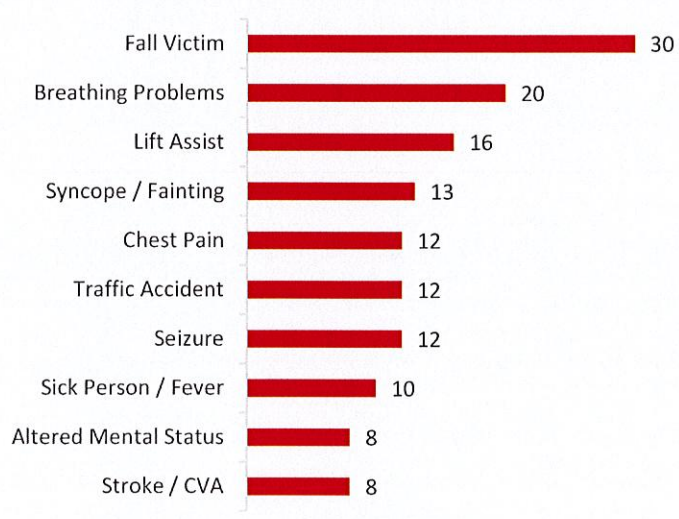
The number one monthly complaint reported to the East Central Emergency Network 911 Center by the public who requesting our agencies to respond emergent throughout Columbia and the surrounding counties to provide emergency medical care during this reporting month.

		<i><u>n</u></i>
<b>Bloomsburg Vol Amb Association (BLS)</b>	<i>Fall Victim</i>	40
<b>Greater Columbia Med Transport (ALS)</b>	<i>Fall Victim</i>	30

**BVAA - Top 10 Complaints**



**GCMTS - Top 10 Complaints**



The number of EMS calls dispatched within our primary response area and mutal aid responses dispatched by the East Central Emergency Network 911 Center for this reporting period.

	<i><u>Primary</u></i>	<i><u>Mutual Aid</u></i>	
<b>Bloomsburg Vol Amb Association (BLS)</b>	293	28	10%
<b>Greater Columbia Med Transport (ALS)</b>	<u>209</u>	<u>27</u>	<u>13%</u>
	502	55	

The overall hours spent handling EMS calls dispatched by the East Central Emergency Network 911 Center for this reporting period.

	<i><u>n</u></i>	<i><u>Bloomsburg</u></i>	<i><u>Other MCD</u></i>
<b>Bloomsburg Vol Amb Association (BLS)</b>	274.2	76.2	198.1
<b>Greater Columbia Med Transport (ALS)</b>	<u>217.9</u>	<u>63.5</u>	<u>154.4</u>
	492.1	139.7	352.4

## Analytics for the Town of Bloomsburg

The number one monthly medical emergency complaint reported in the Town of Bloomsburg.

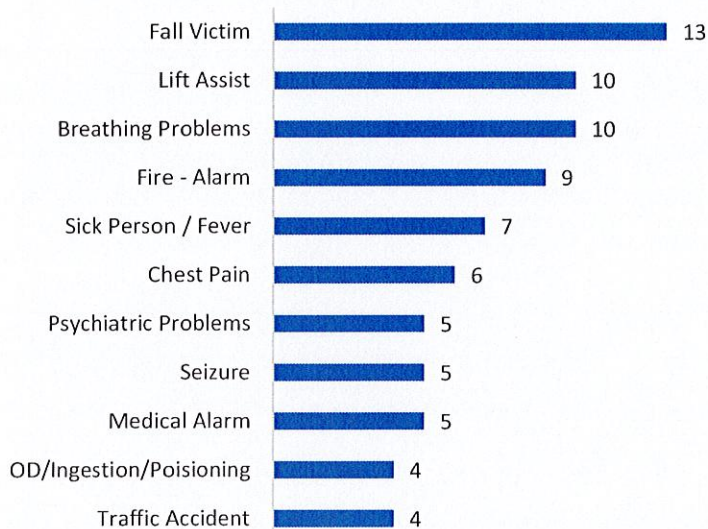
**Bloomsburg Vol Amb Association (BLS)**  
**Greater Columbia Med Transport (ALS)**

*Fall Victim*  
*Breathing Problems*

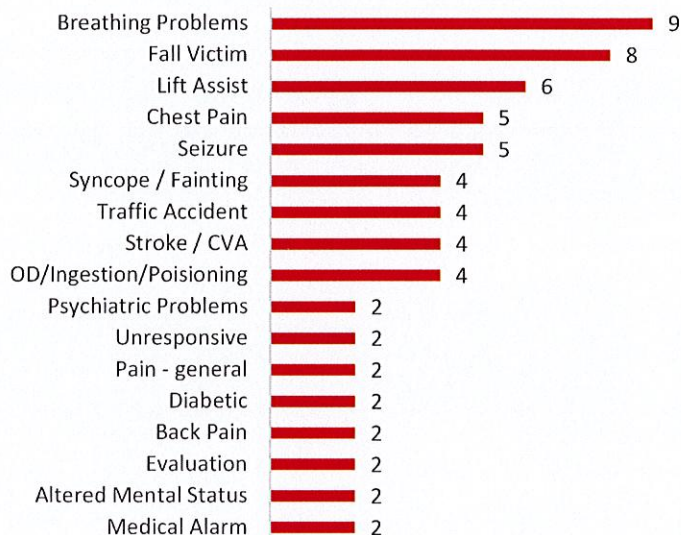
*n*  
 13  
 9

### Top 10 Complaints in the Town of Bloomsburg

**BVAA**



**GCMTS**



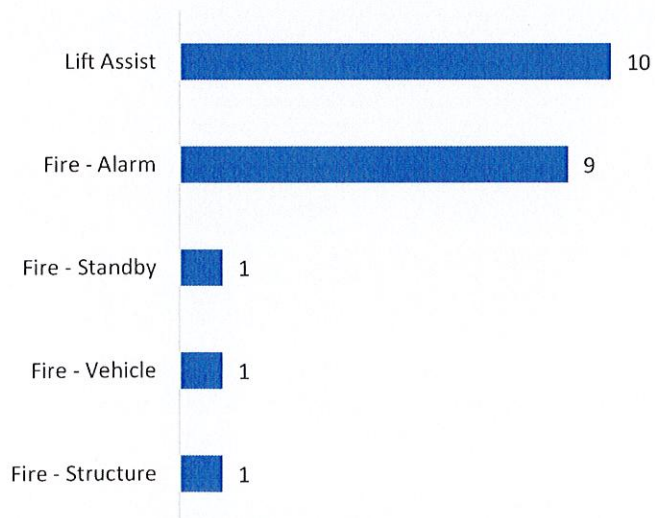
The number of community service calls dispatched in the Town of Bloomsburg.

**Bloomsburg Vol Amb Association (BLS)**  
**Greater Columbia Med Transport (ALS)**

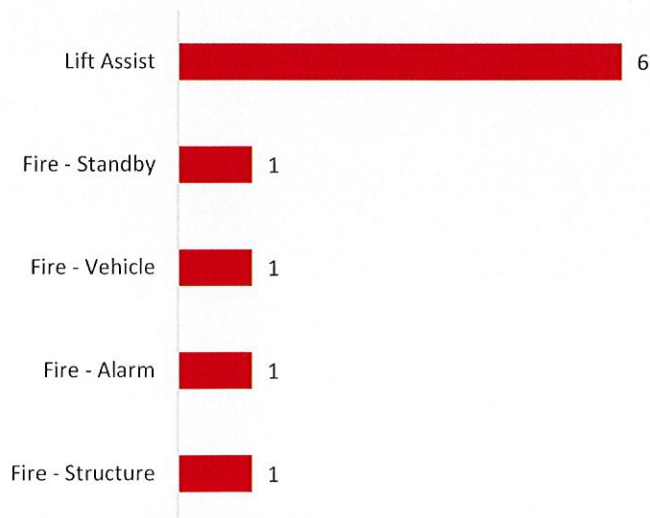
**Bloomsburg**

22  
11  
 33

**BVAA**



**GCMTS**

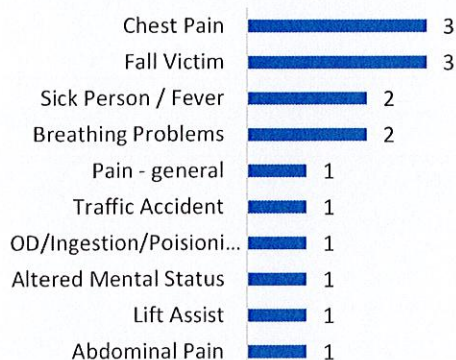


The number of EMS calls missed in the Town of Bloomsburg due to commitment on prior incidents dispatched by the East Central Emergency Network 911 Center for this reporting period.

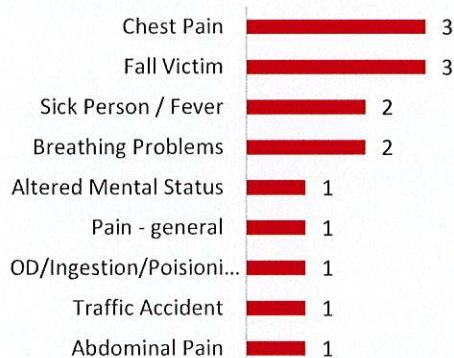
**Bloomsburg Vol Amb Association (BLS)**  
**Greater Columbia Med Transport (ALS)**

*n*  
 16  
15  
 31

BVAA



GCMTS

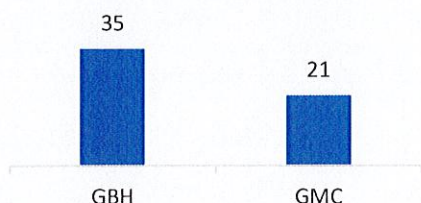


The number of patients transported from the Town of Bloomsburg requiring further care and management.

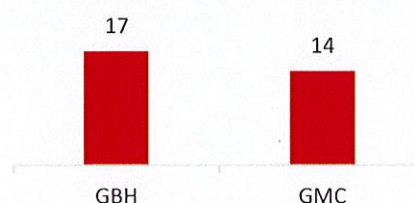
**Bloomsburg Vol Amb Association (BLS)**  
**Greater Columbia Med Transport (ALS)**

*n*  
 56  
31  
 87

BVAA

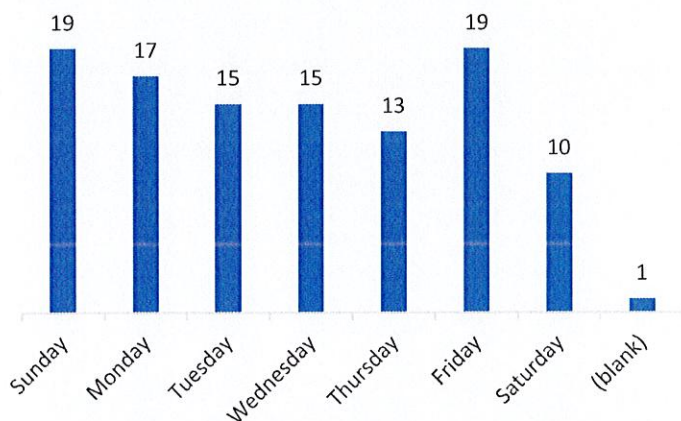


GCMTS

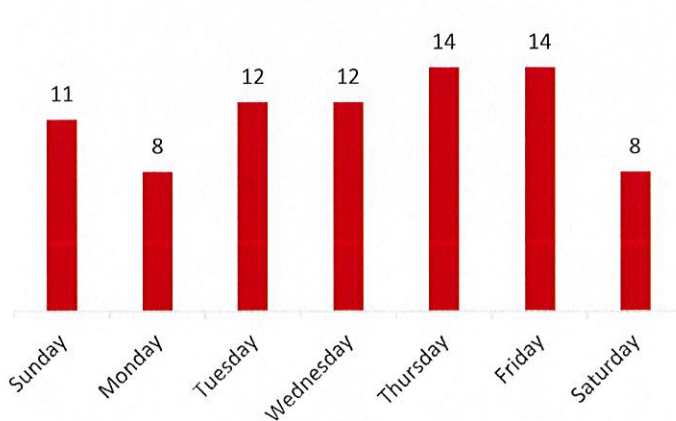


The busiest weekdays for EMS calls in the Town of Bloomsburg.

BVAA



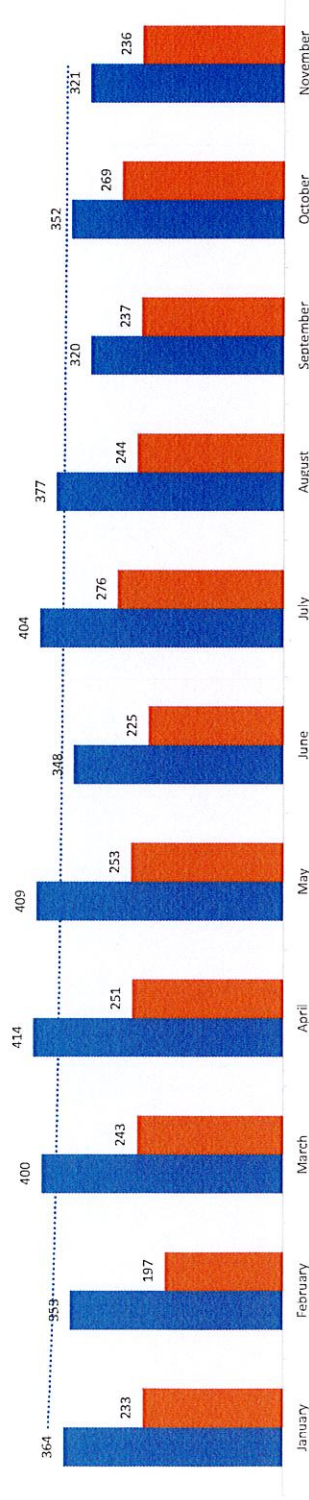
GCMTS



17-10

	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTALS		
	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	
Overall	364	233	353	197	400	243	414	251	409	253	348	225	404	276	377	244	320	237	352	269	321	236			4,062	2,664	
EMS Calls	309	195	300	159	309	208	359	212	350	209	292	182	353	237	337	220	293	215	321	242	293	209			3,516	2,288	
Primary Area	55	38	53	38	91	35	55	39	59	44	56	43	51	39	40	24	27	22	31	27	28	27			546	376	
Secondary Area (MA)																											
Destination																											
GBH	123	60	118	53	128	52	124	54	128	52	107	47	128	45	120	42	99	45	114	44	104	48			1,293	542	
GMC	93	52	102	54	107	66	106	65	103	43	97	61	112	60	85	48	87	44	80	42	70	39			1,042	574	
GWV																	1	1							1	4	
GSACH			2	2			3	1			1	2	1	1			1				1				2	2	
LVH-N							1					1		1							1				7	4	
LZ													2	1					1	1	1	1			2	2	
UPMC							1																				
Other																											
Coroner	1		2		1													1							33	2	
Total	217	112	224	109	236	120	235	120	231	96	205	111	243	108	237	92	188	91	195	87	177	88			4	1	
Hours on the Job	391.5	238.9	359.9	239.3	414.9	244.1	344.3	196.2	348.4	212.6	1012.3	233.7	390.7	271.8	260.6	195.8	334.8	218.5	350.5	233.4	274.2	217.9			2,388	1,134	
Busiest Weekday	THR	THR	FRI	MON	THR	FRI	MON	SUN	MON	MON	THUR	THUR	MON	MON	WED	WED	FRI	SAT	MON	THU	THU	THU			4,482.1	2,502.1	
Top Monthly Complaint	37	29	45	30	28	29	52	33	38	32	38	32	44	42	53	31	41	29	47	35	40	30			463	352	
Town of Bloomsburg																											
EMS Calls	109	60	139	76	134	85	162	98	138	86	110	70	131	96	107	93	137	107	145	114	125	95			1,437	980	
Medical	79	51	114	64	103	72	128	85	108	71	91	57	106	81	72	70	93	79	106	85	87	69			1,087	784	
Community Service	17	3	14	5	20	5	24	7	19	7	7	3	19	10	19	15	23	11	23	13	22	11			207	90	
Missed	13	6	11	7	11	8	10	6	11	8	12	10	6	5	8	8	21	17	16	16	16	15			135	106	
Destination																											
GBH	44	19	55	22	52	23	54	27	41	17	32	14	39	14	46	23	30	17	50	18	35	17			478	211	
GMC	20	16	30	16	25	15	30	21	24	15	30	16	28	14	26	14	30	16	19	10	21	14			283	167	
Coroner	1		1										1	1											2	0	
Other																											
Total	65	35	86	38	77	38	84	48	65	32	62	30	68	29	72	37	60	33	69	28	56	31			764	379	
Hours on the Job	99.1	54.3	103.1	86.4	104.4	68.0	98.6	63.6	86.3	59.4	76.3	43.2	116.2	75.3	63.9	59.1	76.6	69.3	111.3	65.3	76.2	63.5			1,012.0	707.3	
Busiest Weekday	SUN	SUN	FRI	FRI	FRI	FRI	SAT	SUN	SAT	MON	THUR	THUR	WED	WED	THU	WED	FRI	FRI	SAT	THU	FRI	FRI					
Top Monthly Complaint	10	6	15	10	16	11	16	12	10	9	10	9	15	16	13	12	12	11	19	14	13	9			149	119	

OVERALL EMS CALLS OF BVAA & GCMTS



## BILLS TO BE ACKNOWLEDGED

December 6, 2023

Fund			
01	GENERAL FUND:		
400/486		Administration	\$ 91,654.27
409		Town Buildings	\$ 2,097.02
410		Police Protection	\$ 54,012.15
413		Code Enforcement & Zoning	\$ 6,814.98
415		Emergency Management	\$ 232.62
430/431/433/435/436/437		Public Works	\$ 1,901,611.57
440		Airport	\$ 5,574.10
454		Town Park	\$ 4,178.72
455		Shade Tree	\$ 2,139.00
		Total	<u>\$ 2,068,314.43</u>
02	STREET LIGHTING FUND		\$ 4,360.99
03	FIRE FUND		\$ 15,865.30
04	RECYCLING FUND		\$ 19,193.95
32	POOL FUND		\$ 182,278.91
35	LIQUID FUELS FUND		\$ 458.87
37	AIRPORT FUND		\$ 88,752.28
41	CDBG ENTITLEMENT		\$ 365,756.95
42	CDBG-DR/ FMA		\$ 100,242.90
01	NOVEMBER PAYROLL		\$ 430,726.23
	TOTAL BILLS TO BE APPROVED		<u>\$ 3,275,950.81</u>

**TOWN OF BLOOMSBURG  
2024 EMPLOYEE WAGES**

2B-1

**Appointed Official**

Town Manager/ Secretary/ Treasurer	Lisa Dooley	\$ 106,861.02
------------------------------------	-------------	---------------

**Administrative Salaried**

Director of Finance	Kimberly Pogash	\$ 61,894.56
Director of Code Enforcement	Michael Reffeor	\$ 65,520.00
Airport Coordinator	Betty J. Teichman	\$ 49,548.40
Code Enforcement Officer II	Kyle Bauman	\$ 47,464.84
Code Enforcement Officer I	Gregory Ash	\$ 40,884.48
Marketing intern- assist during school breaks and pool season	Nora Fritz	\$15/ hr.

**Clerical**

Administrative Assistant (Administration)	Christine Meeker	\$29.83/ hr.
Administrative/ Finance Receptionist	Rachel Hager	\$18.72/ hr.
	Rachel Hager- effective 1/5/2024	\$19.22/ hr.

**Police Department**

Police Chief	Scott Price	\$ 109,200.00
Sergeant	Lewis Carl, IV	\$ 84,346.80
Sergeant	Leonard Rogutski	\$ 84,346.80
Sergeant	David Bowman	\$ 84,346.80
Sergeant	Michael Fosse	\$ 84,346.80
Patrol Officer III	James Cromley	\$ 76,092.80
Patrol Officer III	Shawn Hill	\$ 76,092.80
Patrol Officer III	Melanie Beck	\$ 76,092.80
Patrol Officer III	Kenneth Auchter	\$ 76,092.80
Patrol Officer III	Nicholas Szkodny	\$ 76,092.80
Patrol Officer III	Thomas Pfeiffer	\$ 76,092.80
Patrol Officer III	Ryan Edgar	\$ 76,092.80
Patrol Officer III	Joshua Dombrosky	\$ 76,092.80
Patrol Officer III	Quentin Reinford	\$ 76,092.80
Patrol Officer III	Nicholas Thorpe	\$ 76,092.80
Patrol Officer II	Lukas Stiver	\$ 68,483.52
Patrol Officer I	Tori Fitzwater	\$ 64,678.88
Probationary Officer	Evan Lingousky	\$ 60,874.24
Probationary Officer	Philip Petrus	\$ 60,874.24
Part Time Officer	Charles Deitrick	\$26.44/ hr.
Law Enforcement Administrative Assistant	Elise Hughes	\$27.44/ hr.
Law Enforcement Administrative Assistant	Randi Fetterman	\$22.92/ hr.
Police Clerk	Tracy Kishbaugh	\$19.42/ hr.
Parking Enforcement Officer	Scott Buck	\$16.89/ hr.
Parking Enforcement Officer	Wade Verchimak	\$16.38/ hr.
Seasonal Fair Workers		\$15.00/ hr.

**TOWN OF BLOOMSBURG  
2024 EMPLOYEE WAGES**

2B-2

**Public Works**

Director of Public Works	John Fritz	\$ 95,460.63
Mechanic	Robert Moyer	\$24.94/ hr.
Crew Chief	Anthony Silvette	\$24.24/ hr.
Crew Chief	Wayne Creasy	\$24.24/ hr.
Operator & Laborer	Brandon Troy	\$21.99/ hr.
Operator & Laborer	Scott Martz	\$23.12/ hr.
Operator & Laborer	Neil Zeisloft	\$23.12/ hr.
Operator & Laborer	Kyle Hoffman	\$23.12/ hr.
Operator & Laborer	Daniel Fox	\$23.12/ hr.
Operator & Laborer	Matthew Mumaw	\$23.12/ hr.
Operator & Laborer	Michael Spagnuolo	\$23.12/ hr.
Seasonal worker		\$15.00/ hr.

**Recycling**

Director of Governmental Services/ Recycling Coordinator	Charles Fritz	\$ 75,626.51
Assistant Operations Manager	Dean Bogert	\$23.57/ hr.
Driver	Larry Long	\$22.44/ hr.
Driver	Michelle Hartzell	\$22.44/ hr.
Driver	Mark Hileman	\$22.44/ hr.
Driver	James Letterman	\$22.44/ hr.
Part-Time Floor	Cody Blass	\$15.00/ hr.
Compost seasonal worker	Chris Young	\$15.00/ hr.

**Crossing guards (50% reimbursed by school)** \$9.50/hr.

**EMA Coordinator**

Michael Reffeor \$2,500/ year

**Deputy EMA Coordinator**

Charles Fritz \$1,500/ year

**Bloomsbury Fire Department**

Fire Chief \$2,500/ year

**Pool**

Pool Coordinator	\$18/ hr.
Head Guard	\$16/ hr.
Lifeguard I	\$11/ hr.



## PROPOSAL FOR HRA ADMINISTRATION

# A Better Benefits Experience Starts Here

### PREPARED BY:

Whitney Gelrod

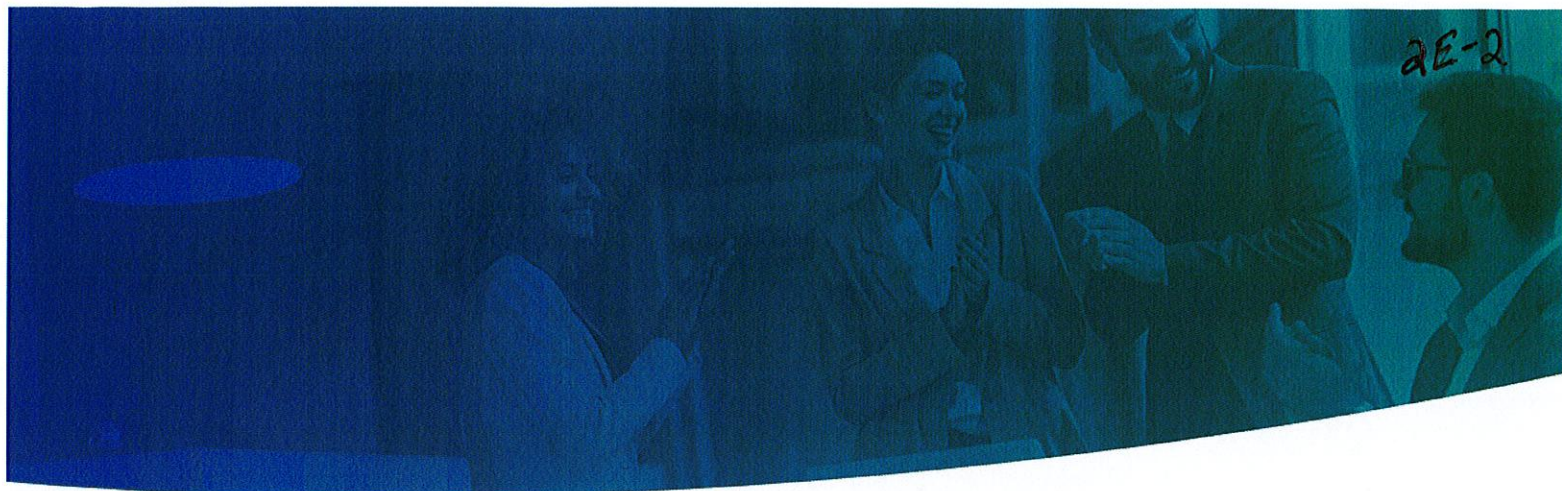
[whitney.gelrod@flores247.com](mailto:whitney.gelrod@flores247.com)

Flores & Associates

### PREPARED FOR:

Town of Bloomsburg

DATE: 2023-10-11



**At Flores, we realize there is no greater asset an organization has than its people.**

In Flores you will find an organization with a 30+ year history of delivering remarkable benefit experiences. We have grown from our benefit consulting roots in the Southeast to now serve over 7,000 employers nationwide. We are constantly seeking to expand our footprint and broaden our portfolio of benefit solutions to meet the needs of the employers, participants, and broker partners we serve.

You will find that Flores offers a level of expertise and experience that is rare. We strive to deliver service experiences that go beyond the expectations set by our industry and are committed to responsive communication and prompt issue resolution that will leave your team feeling well-served.

We would be honored to be your benefit partner. Thank you for the opportunity to share our benefit administration services with you.

Sincerely,

*Dan Taylor*

Dan Taylor  
Senior Vice President, Business Development  
Flores & Associates, LLC

2E-3

# MEET A BETTER BENEFITS PARTNER

## A DIFFERENT APPROACH FOR BETTER RESULTS

At Flores, we combine a high-touch Dedicated Account Manager Service Model with an innovative proprietary technology platform to deliver the better benefits experience employers and participants deserve. We employ a team of quality assurance analysts to proactively monitor plan activity daily to ensure issues are identified and resolved early. Our reconciliation and reporting capabilities are unparalleled in the industry. When you choose Flores, you choose a partner who will leave your entire team feeling well-served.

## AN INDEPENDENT SINGLE SOURCE SOLUTION

Find complete plan design and compliance support when you choose Flores to design and administer your reimbursement plans, Compliance, COBRA, or Direct Bill programs. We help you realize full carrier independence. Our clients are free to change health insurance carriers or payroll providers without the need for painful changes to their FSA, HSA, Reimbursement Account, Compliance, Leave Solutions, and COBRA administration.



"I just wanted to take a moment to tell you how much I appreciate working with Flores. Working with Flores has been such a huge improvement over our previous provider, from the process of filing claims to receiving reimbursement to the easy-to-navigate web page! The availability of the Flores account managers (such as yourself) is also a huge bonus. So thank you for a job well done!"

-DAMITA ALLEN, Regulatory Coordinator, Worldwide Clinical Trials

2E.4

# THE FLORES DIFFERENCE



Click to play video in browser

## WELCOME TO FLORES!

A better experience for your clients starts here.



**800,000+**

COBRA-ELIGIBLE  
LIVES IN ALL  
50 STATES



**97%**

RETENTION  
RATE



**6 MILLION+**

TRANSACTIONS  
PROCESSED  
ANNUALLY



**9,000+**

EMPLOYERS



**100%**

OF CALLS  
ANSWERED BY  
A LIVE PERSON

# IMPLEMENTATION TIMELINE

A recommended implementation timeline is below. When you engage services with Flores, your dedicated account manager will work with you to establish an implementation timeline based upon your unique implementation needs and the lines of service(s) you select.



2E-6

# PLANS & SERVICES

Learn more about all that Flores offers.



## ACCOUNT-BASED PLANS

[FLEXIBLE SPENDING ACCOUNTS  
\(HEALTH & DEPENDENT CARE  
FSA\)](#)

[HEALTH SAVINGS ACCOUNTS  
\(HSA\)](#)

[HEALTH REIMBURSEMENT  
ARRANGEMENTS \(HRA\)](#)

[LIFE BALANCED  
LIFESTYLE SPENDING ACCOUNTS](#)

[COMMUTER BENEFIT ACCOUNTS  
TRANSIT, PARKING, VANPOOL](#)

[MEDICAL TRAVEL EMPLOYEE  
ASSISTANCE PROGRAM \(MTEAP\)](#)

[FAMILY BUILDING BENEFITS](#)

[STUDENT LOAN REPAYMENT  
ASSISTANCE PLANS \(LRAP\)](#)

[TUITION ASSISTANCE  
REIMBURSEMENT PLANS \(TARP\)](#)

## COMPLIANCE ADMINISTRATION

[COBRA & DIRECT BILL](#)

[LEAVE SOLUTIONS  
FMLA, ADA, DISABILITY](#)

## COMPLIANCE SOLUTIONS

[PREMIUM-ONLY PLANS \(POP\)](#)

[FORM 5500 AND WRAP SPD  
PREPARATION](#)

[HR COMPLIANCE CENTER](#)

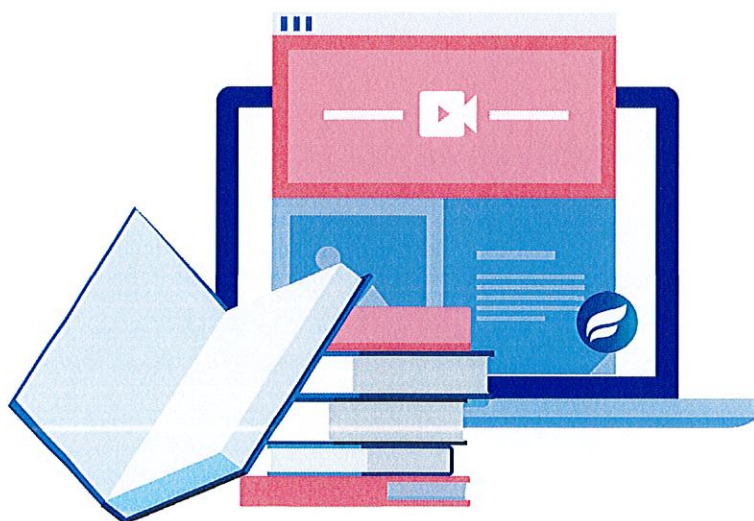
# HEALTH REIMBURSEMENT ARRANGEMENT ADMINISTRATION

A health reimbursement arrangement (HRA) is a plan sponsored by an employer to reimburse employees for qualified Section 213(d) expenses based upon parameters the employer selects during the implementation process.

Flores offers employers plan design freedom delivered by a powerful proprietary technology system and service excellence from dedicated account managers.

## PLAN OPTIONS INCLUDE:

- Integrated HRA (deductible/co-insurance/co-pays)
- Flex-Style HRA (All Section 213(d) expenses)
- HSA-Compatible HRA



## HRA ADMINISTRATION INCLUDES:

- Dedicated account manager
- Daily quality assurance audits
- Employer web portal for real-time participant updates and on demand reporting
- Participant web portal for claims filing and online account management
- Debit card (available for certain plan designs) and weekly claims reimbursement included
- Direct deposit available
- e-Status and SMS text notification system to notify participants via email or text of claim and account status
- Flores Mobile app for mobile claims filing and account details
- Seamless integration with other Flores services including COBRA and FSA
- Enrollment file feed options available (size requirements apply)
- Standard policy statement included

# PROFESSIONAL FEES

CLIENT NAME: Town of Bloomsburg

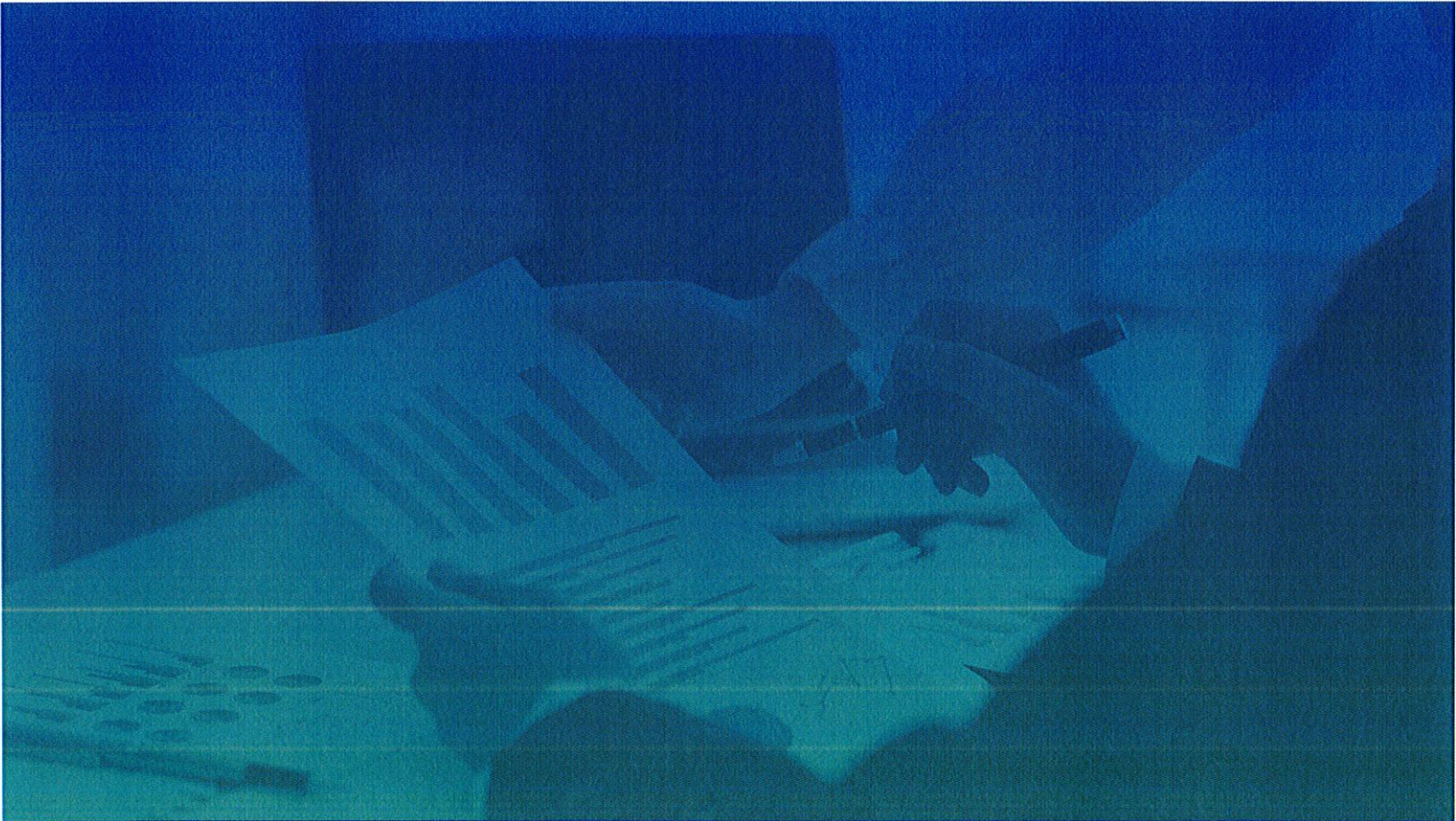
EFFECTIVE DATE: January 1, 2024

PROPOSED FEES VALID FOR ACCEPTANCE UNTIL: November 10, 2023

4TH QUARTER 2023 PROMOTION: For services billed monthly, FIRST MONTH SERVICE FEES WILL BE WAIVED for signed proposals received by Flores no later than the acceptance date above.

Upon acceptance of this proposal, professional fees are guaranteed for the initial term of contract. Fees will be billed monthly.

SERVICE	AMOUNT	MINIMUM
HRA Administration (Per Participant Per Month) Fee may be adjusted based upon complexity of plan design.	\$3.50	\$100.00
Wire Transfers: \$15 per wire (ACH and debit options available at no cost)		



2E-9

## NEXT STEPS & ACCEPTANCE OF FEES

1. Please review this proposal in detail prior to signing. We want to ensure you are 100% comfortable with everything presented.
2. If you have any questions at all, please contact me at [whitney.gelrod@flores247.com](mailto:whitney.gelrod@flores247.com) for clarification or further discussion of the proposal.
3. Once you are ready to proceed, please sign below to accept the proposed fees.
4. Once signed, you will receive an email with the completed proposal for your records.
5. Don't forget to complete the requested Contact Information on the next page to expedite setup of your plan.
6. We will be in touch shortly with details on moving forward with your new services.

By signing below, I agree to the fees proposed in this document, and indicate my intent to engage Flores to provide the quoted services. I understand that I will receive a separate service agreement which shall be binding (if applicable to my service selections) or other detail of services provided prior to beginning service with Flores.

Town of Bloomsburg

  
2023-11-18 14:50:29 (RST)

2023-11-18



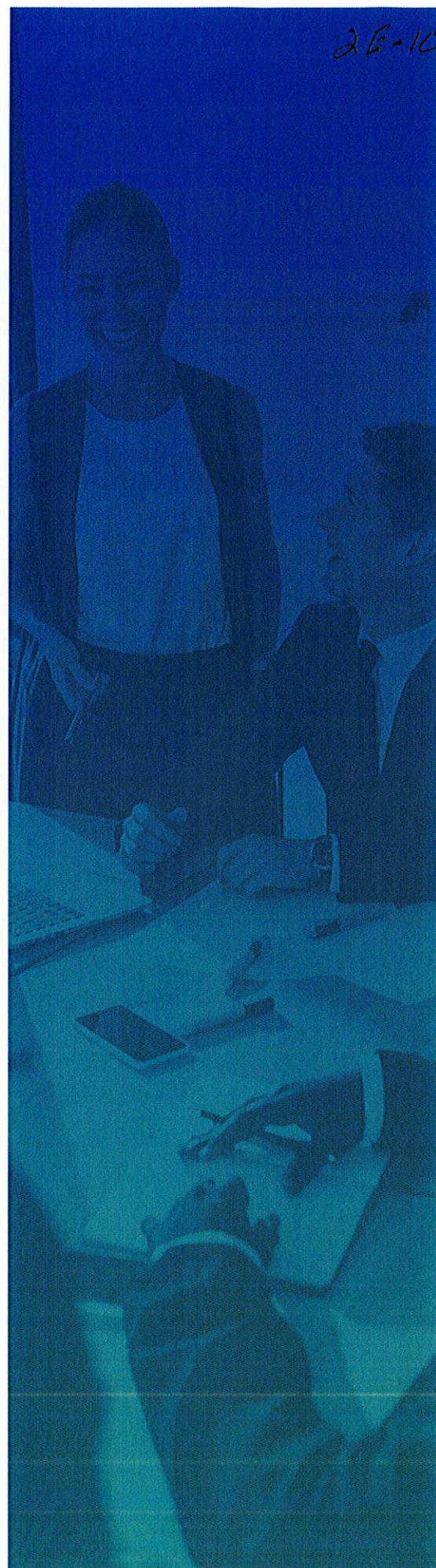
2E-10

# CONTACT INFORMATION

Please provide the following information to expedite setup of your plan.

## PRIMARY CONTACT INFORMATION

## BILLING CONTACT INFORMATION



2F



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

September 29, 2023

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
<b>BLM13 Bloomsburg Honeysuckle Lane Stormwater Mitigation</b>				
2 Grant Administration	8,900.00	90.0%	4,450.00	3,560.00
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: **3,560.00**

Total Amount Due: **3,560.00**

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

December 15, 2023

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
<b>BLM13 Bloomsburg Honeysuckle Lane Stormwater Mitigation</b>				
2 Grant Administration	8,900.00	100.0%	8,010.00	890.00
5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
5b Delivery-DBRA	4,400.00	100.0%	0.00	4,400.00
<b>Delivery Total:</b>				<b>5,290.00</b>

**Total Amount Due: 5,290.00**

Approved



TO: Lisa Dooley, Town Manager

FROM: Tammy Richard-Moyer, Fiscal Analyst 

DATE: October 19, 2023

SUBJECT: Town of Bloomsburg Owner-Occupied Housing Rehabilitation Program Drawdown #19089

Please be advised that the SEDA-COG Housing staff has requisitioned funds from HUD's Integrated Disbursement and Information System (IDIS) on October 19, 2023, for the following project(s):

<u>Project/Draw</u>	<u>Voucher</u>	<u>HUD</u>	<u>Amount</u>
Admin	6826643	54987	\$1,550

These funds should be deposited into your account within three business days. Once you are in receipt of these funds, please issue check(s) as follows:

- Please issue a check in the amount of \$1,550 to SEDA Council of Government, 201 Furnace Road, Lewisburg, PA 17837.

If you have any questions regarding this draw, please feel free to contact me.

Attachments



21

CDBG-Ent.



TO: Lisa Dooley, Town Manager/Secretary/Treasurer  
Town of Bloomsburg

FROM: Tammy Richard-Moyer, Fiscal Analyst

DATE: August 31, 2023

RE: IDIS TOWN OF BLOOMSBURG CDBG DRAW

Please be advised that SEDA-COG's Community Development staff has requisitioned funds from HUD's Integrated Disbursement and Information System (IDIS) on August 31, 2023, for \$9,954.

Approved documentation is attached. You should receive these funds within one (1) week. Upon receipt of the funds and approval of the attached documentation, please prepare check(s) payable for the following activities

<u>Funding Year</u>	<u>Activity</u>	<u>Amount</u>	
2022	West Pine Street Parking Lot	\$9,954	Town of Bloomsburg 301 E. Second Street Bloomsburg, PA 17815

In the meantime, if you have questions or concerns, please do not hesitate to contact me.

Enclosure

**\*\*Payments must be processed within three (3) business days\*\***



CDBG-Ent.

2J

TO: Lisa Dooley, Town Manager/Secretary/Treasurer  
Town of Bloomsburg

FROM: Tammy Richard-Moyer, Fiscal Analyst TD

DATE: September 28, 2023

RE: IDIS TOWN OF BLOOMSBURG CDBG DRAW

Please be advised that SEDA-COG's Community Development staff has requisitioned funds from HUD's Integrated Disbursement and Information System (IDIS) on September 28, 2023, for \$9,954. The remaining \$48,220.17 will be paid with funds that exist in your CDBG bank account.

Approved documentation is attached. You should receive these funds within one (1) week. Upon receipt of the funds and approval of the attached documentation, please prepare check(s) payable for the following activities:

<u>IDIS #</u>	<u>Funding Year</u>	<u>Activity</u>	<u>Amount</u>	<u>Payee</u>
48	2022	East Pine Street Parking Lot	\$9,954.00 ✓	Town of Bloomsburg 301 E. Second Street Bloomsburg, PA 17815
53	2018	West Pine Street Parking Lot	\$48,220.17*	Town of Bloomsburg 301 E. Second Street Bloomsburg, PA 17815

\*This invoice will need to be paid with funds reimbursed to your CDBG account from the Miller Avenue Streetscape project abandonment.

In the meantime, if you have questions or concerns, please do not hesitate to contact me.

Enclosure

**\*\*Payments must be processed within three (3) business days\*\***



**pennsylvania**  
EMERGENCY MANAGEMENT AGENCY

2K

November 20, 2023

Ms. Lisa Dooley  
Town Manager  
Town of Bloomsburg  
301 E. 2<sup>nd</sup> Street  
Bloomsburg, Pennsylvania 17815

Dear Ms. Dooley,

The purpose of this letter is to advise that payment is due as a result of a closeout review under the Flood Mitigation Assistance Grant Program Agreement PEMA-2021-31 between the Town of Bloomsburg and the Pennsylvania Emergency Management Agency (PEMA). Please see table below showing explanation of payment due.

Total amount advanced to the Town of Bloomsburg	\$227,325.20
Total amount of eligible project costs	\$226,543.35
<b>Total payment due to PEMA</b>	<b>\$781.85</b>

PEMA is requesting the amount due be returned no later than **December 20, 2023**. Also note that any interest earned on the advanced funds in excess of \$500.00 shall be returned to PEMA on a separate check. Please make the check(s) payable to the **Commonwealth of Pennsylvania** and mail to:

Pennsylvania Emergency Management Agency  
Attention: Fiscal Officer  
1310 Elmerton Avenue  
Harrisburg, Pennsylvania 17110

Should you have any questions or concerns, please contact Ms. Amy Thompson at 717-651-2027 or via email at [RA-dgmhmgrants@pa.gov](mailto:RA-dgmhmgrants@pa.gov).

Sincerely,

Paula J. Wilcox  
Director of Administration

24-1



Connectsix LLC  
4707 140th Avenue N.  
Suite 212  
Clearwater, FL 33762  
727-260-7350  
sales@sayweather.com

## Quote

Date	Quote #
11/2/2023	Q23124

Name / Address
BJ Teichman Bloomsburg Municipal Airport 301 Airport Road Bloomsburg PA 17815

Rep	Project
GD	

Description	Qty	Total
SayWeather PRO+ system includes: SayWeather™ PRO+ enclosure, NIST-traceable SayWeather Precision Barometric pressure sensor, Yaesu FTA-450L VHF radio, NIST-traceable Davis Vantage Pro2 (fan aspirated) weather station, cables, adapters and accessories (mounting pole not included). Density altitude and publish live weather to Internet via Ethernet. Preconfigured. Two year limited warranty.	1	9,995.00T
Present Weather Sensor Option: Includes Campbell CS125 visibility & present weather sensor, wired data link to SayWeather PRO+, 120VAC operation. Two year limited warranty.	1	6,995.00T
Ceilometer Option: Includes Campbell SkyVue8 25000 ft ceilometer sensor with 3 cloud layer reporting, window heater/blower, and data cable to SayWeather PRO+. 120VAC operation. Two year limited warranty.	1	26,495.00T
Promotional discount: Trade-in discount of prior SayWeather Pro system customers - 50% off prior purchase price of SayWeather Pro system hardware cost. Notes: System to use existing antenna/cable in new SayWeather PRO+ system. Return original SayWeather console, Yaesu Radio, and power supplies to SayWeather.		-1,448.75
Shipping & Handling Out-of-state sale, exempt from FL sales tax		363.75T 0.00
Quotation Valid for 60 days. Thank you for your consideration.		<b>Total</b> \$42,400.00

# SayWeather™

By Connectsix LLC  
4707 140<sup>th</sup> Avenue North, Suite 212  
Clearwater, FL 33762  
(727) 260-7350

9/20/2023

Re.: **SayWeather** attributes, benefits and features

**SayWeather** is a unique, affordable aviation weather reporting solution. Aviation weather measurement and reporting is typically implemented through an Automated Weather Observation System (AWOS). However, AWOS' are required to meet stringent, FAA-imposed standards, which makes them expensive to install and maintain. **SayWeather** is an affordable alternative for budget-limited airports, or for special applications. **SayWeather** offers highly accurate aviation weather reporting at a fraction of the cost of an AWOS.

The "O" in AWOS stands for "observation". **SayWeather** is not a weather "observation" system, rather **SayWeather** provides pilots an on-demand automated weather "advisory". Advisory systems differ from observation systems only in the accuracy and calibration requirements for the weather sensors. Advisory weather systems are not required to meet AWOS calibration requirements and therefore are not suitable for instrument (IFR) flight procedures (except by approval in Alaska and Hawaii). However, advisory weather is valuable to any pilot (IFR or VFR) who is in need of up-to-the-minute weather information. Having access to current advisory weather information improves pilot situational awareness (poor situational awareness is a contributing factor in nearly all aviation accidents) and reduces dangerous distraction (distraction is a contributing factor in over half of all aviation accidents).

**SayWeather** provides several features that are not available in other systems:

- Fully wireless, solar-powered, weather sensor suite
- Optional visibility and present weather sensors
- Optional sky condition and cloud height sensor
- Live weather reporting to the internet every 30 seconds
- Local (indoor) live display of current weather conditions
- Push-button activation of an advisory (by ground-based users)
- Easy user-configurable settings for weather advisory messages, including units of measure, weather parameter reporting thresholds, special announcements and more
- Easy configurability for mic-key commands, for example, configure 4 mic keys for a full weather advisory and 3 mic keys for winds only
- Battery backup for weather data collection console and VHF transceiver
- Optional add-on for airport lighting control (integrated into the **SayWeather** unit).
- Integrated "base station" speaker with microphone and "push-to-talk" switch
- Precision "AWOS-equivalent" barometric pressure sensor
- Low-cost NIST calibration for all weather station sensors
- Uses readily available, off-the-shelf weather sensors and transceiver for low cost, easy maintenance and repair. Backups and spares for **SayWeather** core (non-optional) weather sensors are very low-cost and readily available.

# SayWeather™

By Connectsix LLC  
4707 140th Avenue North, Suite 212  
Clearwater, FL 33762  
(727) 260-7350

- Implements AWOS algorithms to report advisory weather – **SayWeather's** weather measurement sensors meet the accuracy requirements for an AWOS within 5%.
- Internet accessible current and historical weather information via web browser
- Text access of current, up-to-the-minute METARs via smart-phone
- Threshold texting – for example, request a text when a certain weather parameter threshold is met – “for airport KANY, text me when visibility is greater than 2 miles” = KANY t v>2
- Dial-up access of current, up-to-the-minute METARs
- Access of METARs via EFB – ForeFlight and Aviator Assistant (more soon)
- Weather cameras viewed via web-browser (soon available on FAA weather camera website)
- Automated maintenance texts for cognizant maintenance personnel

## **SayWeather** also offers unique benefits:

- Low-cost yearly weather sensor maintenance – back-up batteries must be replaced approximately once every other year (total material cost is less than \$10)
- Low-cost repairs for **SayWeather** components after the warranty period. (Weather station and VHF transceiver repair offered by Davis and Yaesu respectively. Repair of optional sensors after warranty is offered by Campbell Scientific)
- Easy user-calibration check, three times a year, ensures advisory weather accuracy
- **SayWeather** uniquely monitors for pilot-initiated mic-keys and only responds when mic-keys are completed. Algorithms inside of **SayWeather** prevent unwanted activation by rejecting noise from lighting strikes, radio “hash” or other interference. As an automated advisory system, **SayWeather** monitors for mic-keys 24 hours a day, 7 days a week - there is no need for an attendant after hours to provide landing advisories or special messages.
- Automated aviation advisory weather increases the usefulness of the airport and the value of airport facilities and enhances property values at private airports – pilots are more likely to fly to airports having accessible weather measuring systems.
- **SayWeather** can be upgraded at any time to include additional sensors including: 1) precision barometric pressure sensing; 2) visibility sensing; 3) present weather sensing; 4) ceilometry; 5) lightning detection; and more.
- **SayWeather's** light-weight components make it mobile – for example **SayWeather** can quickly be disassembled and moved from one location to another then reconfigured for operation at the new site.

**SayWeather** is sold and supported exclusively by Connectsix LLC, Clearwater, Florida. A complete **SayWeather** system can be installed in an afternoon and typically the total cost, including installation material and labor, is far less than the cost of a single year of AWOS calibration services. To learn more, please visit [www.SayWeather.com](http://www.SayWeather.com).

# **USW LOCAL 1928-06 & THE TOWN OF BLOOMSBURG EXTENSION AGREEMENT**

**Date : December 4, 2023**

**The United Steelworkers (USW or Union) and The Town of Bloomsburg (The Town)** agree to extend the labor agreement covering bargaining unit employees of **Local Unions 1928-06** at the Town's Bloomsburg, PA facilities, scheduled to expire on **12:00 A.M. Midnight, December 31, 2023**. The parties agree that the agreement shall be extended and unchanged until **12:00 A.M. Midnight, January 31, 2024**, at which time this agreement shall terminate.

Any agreements reached during this extension will be retroactive to **January 1, 2024**.

## **For the Union:**

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**Lee Breazeale**  
USW Staff Representative

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**Wayne Creasy**  
Unit President, Local 1928-06

---

**Kyle Hoffman** – Unit Rec. Secretary,  
Local 1928-06

---

**Mark Hileman** – Unit Griever,  
Local 1928-06

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**Anthony Silvette** – Committee Member,  
Local 1928-06

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**Michelle Hartzell** – Committee Member,  
Local 1928-06

## **For the Town of Bloomsburg:**

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**Justin Hummel**  
Mayor of Bloomsburg

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**Nick McGaw**  
Town Council Member

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**Jim Garman**  
Town Council Member

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**Charles Fritz**  
Director of Governmental Services

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**John Fritz**  
Director of Public Works

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**Lisa Dooley**  
Town Manager

## CHANGE ORDER NO.: 3

Owner:	Town of Bloomsburg	Owner's Project No.:	1004-29
Engineer:	LIVIC Civil, LLC	Engineer's Project No.:	1004-29
Contractor:	Mitchell Knorr Contracting	Contractor's Project No.:	
Project:	Bloomsburg Area Recreational Trail		
Contract Name:	Bloomsburg Area Recreational Trail		
Date Issued:	10/30/2023	Effective Date of Change Order:	11/3/2023

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

## Description:

Addition of two asphalt base repairs on W Ft. McClure Blvd.

**\$100/SY @ 153 SY- \$ 15,300**

Addition of Covered Bridge Parking lot Construction (Grading, install inlet, 250 LF underdrain, swale, E&S).

**\$1.00/LS @ \$7,250.00**

## Quantity Adjustment

	Superpave Asphalt Mixture Design, Base Course, PG64s-22, <0.3 Million ESALS, 25.0			\$ 3,888.00
9313-0320	MM Mix, 3" Depth	144.00	SY	
	Superpave Asphalt Mixture Design, Base Course, PG64s-22, <0.3 Million ESALS, 25.0			\$ -12,952.50
9313-0323	MM Mix, 4 1/2" Depth	-2,350.00	SY	
9350-0104	Subbase 4" Depth (No. 2A)	-2,911.00	SY	\$ -21,786.80
9350-0104	Subbase 6" Depth (No. 2A)	1,761.31	SY	\$ 36,459.12
	Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, <0.3 Million ESALS, 9.5 MM			\$ -30,899.63
9350-0106	Mix, 1 1/2" Depth SRL-L	-2,423.50	SY	
	Milling of Asphalt Pavement Surface, 1 1/2" Depth, Milled Material Retained By Town			\$ -6,350.00
0491-0012	Plain Cement Concrete Pavement, 4" Depth	-1,270.00	SY	
0501-0020	15" Thermoplastic Pipe, Group III, 8'-2' Fill	18.00	SY	\$ 2,700.00
0601-0352	Type M Concrete Top Unit and Bicycle Safe	280.00	LF	\$ 26,880.00
				\$ 2,347.50
0905-2731	Grate	3.13	EA	
0605-2850	Standard Inlet Box, Height <=10'	3.20	EA	\$ 10,240.00
0633-0200	Plain Concrete Mountable Curb, Type A	-49.00	LF	\$ -2,940.00
0695-0004	Detectable Warning Surface	70.00	SF	\$ 2,800.00
0931-0001	Post Mounted Sign, Type B	80.75	SF	\$ 4,196.58
0935-0001	Post Mounted Sign, Type F	48.75	SF	\$ 1,126.13
0962-1000	4" White Waterborne Pavement Markings	973.00	LF	\$ 973.00
0962-1001	6" White Waterborne Pavement Markings	4,751.00	LF	\$ 5,226.10
0962-1003	12" White Waterborne Pavement Markings	-10.00	LF	\$ -30.00
0962-1004	24" White Waterborne Pavement Markings	-26.00	LF	\$ -130.00
0962-1005	4" Yellow Waterborne Pavement Markings	-318.00	LF	\$ -318.00
9000-0016	Redi-Rock Retaining Wall	0.15	LS	\$ 2,700.00
9000-0017	Fixed Bollard	-1.00	EA	\$ -1,060.00

EJCDC® C-941, Change Order.

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9000-0021	6" Pavement Base Drain	93.00	LF	\$ 2,046.00
9000-0035	Wood Fence	30.00	LF	\$ 990.00
9000-0039	Swing Gate	2.00	EA	\$ 2,600.00
9000-0042	15" DW Endwall	-1.00	EA	\$ -3,250.00
0676-0001	Cement Concrete Sidewalk	126.00	SY	\$ 37,800.00
0858-0001a	Geocell Confinement System (Stone)	8.00	SY	\$ 524.00
0858-0001b	Geocell Confinement System (Grass)	5.00	SY	\$ 305.00
	Superpave Asphalt Mixture Design, Base Course, PG64S-22, < 0.3 Million ESALs, 25.0			\$ 1,269.00
0313-0320	MM Mix, 3" Depth	47.00	SY	
	Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, < 0.3 Million ESALs, 9.5 MM			\$ 599.25
0410-0315	Mix, 1 1/2" SRL-L	47.00	SY	
			Totals	\$ 66,819.76

Attachments:

N/A

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,410,997.13	Original Contract Times: Substantial Completion: October 1 <sup>st</sup> , 2023 Ready for final payment: October 20 <sup>th</sup> , 2023
Increase from previously approved Change Orders No. 1-2: \$ 174,274.51	Increase from previously approved Change Orders: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 1,585,271.64	Contract Times prior to this Change Order: Substantial Completion: October 1 <sup>st</sup> , 2023 Ready for final payment: October 20 <sup>th</sup> , 2023
Increase this Change Order: \$ 89,369.76	Increase this Change Order: Substantial Completion: November 22, 2023 Ready for final payment: May 1 <sup>st</sup> , 2024
Contract Price incorporating this Change Order: \$ 1,674,641.40	Contract Times with all approved Change Orders: Substantial Completion: November 22, 2023 Ready for final payment: May 1 <sup>st</sup> , 2024

Recommended by Engineer (if required)

Authorized by Contractor

By:

Title:

Date:

Principal

12/1/2023

owner

11-29-2023

EJCDC® C-941, Change Order.

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## Contractor's Application for Payment

<b>Owner:</b>	Town of Bloomsburg	<b>Owner's Project No.:</b>	1004-29
<b>Engineer:</b>	LIVIC Civil, LLC	<b>Engineer's Project No.:</b>	1004-29
<b>Contractor:</b>	Mitchell Knorr Contracting	<b>Contractor's Project No.:</b>	
<b>Project:</b>	Bloomsburg Area Recreational Trail		
<b>Contract:</b>	Bloomsburg Area Recreational Trail		
<b>Application No.:</b>	5	<b>Application Date:</b>	11/28/2023
<b>Application Period:</b>	From 11/10/2023	to	11/29/2023

1. Original Contract Price	\$ 1,410,997.13
2. Net change by Change Orders	\$ 263,644.27
3. Current Contract Price (Line 1 + Line 2)	\$ 1,674,641.40
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,644,941.40
5. Retainage	
a. 4% X \$ 1,644,941.40 Work Completed	\$ 65,797.66
b. - X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 65,797.66
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,579,143.74
7. Less previous payments (Line 6 from prior application)	\$ 1,419,133.86
8. Amount due this application	\$ 160,009.88
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 29,700.00

### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Mitchell Knorr Contracting

**Signature:**

Date: 11-29-2023

Recommended by Engineer

**Approved by Owner**

**By:**

**By:**

**Title:**

**Title:**

**Date:****Date:**

**Approved by Funding Agency**

**By:**

**By:**

**Title:**

**Title:**

**Date:**

Date:

## CHANGE ORDER NO 3

Owner: Town Of Bloomsburg  
 Engineer: Livic Civil  
 Contractor: RC Young  
 Project: East Pine Street Parking Lot, West Pine Street Parking Lot, Pine Street Parking Lot  
 Contract Name: East Pine Street Parking Lot, West Pine Street Parking Lot, Pine Street Parking Lot  
 Date Issued: 11/21/2023  
 Owner's Project No.: 1004-25  
 Engineer's Project No.: 1004-25  
 Contractor's Project No.:  
 Effective Date of Change Order: 11/21/2023

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

## Description:

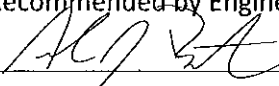
Item Number	Item Description	Quantity Over/Under	Unit	Over/Under Price
Parking Lot D				
9410-0315	Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, <0.3 Million ESALs, 9.5 MM Mix, 1.5" Depth, SRL-L	205.00	SY	\$ 2,972.50
9350-0108	No. 2A Subbase, 8" Depth	-400.00	SY	\$ -7,320.00
9313-0323	Superpave Asphalt Mixture Design, Base Course, PG 64S-22. <0.3 Million ESALs, 25.0 MM Mix, 4.5" Depth	110.00	SY	\$ 3,069.00
0501-0024	Plain Cement Concrete Pavement, 6" Depth	-1.33	SY	\$ -192.85
0630-0031	Plain Cement Concrete Curb, 8" Height	37.00	LF	\$ 2,171.90
0676-0001	Cement Concrete Sidewalk	-14.00	SY	\$ -3,080.00
0601-0311	12" Thermoplastic Pipe, Group I 15'-1.5' Fill	-4.00	LF	\$ -520.00
9808-3040	18" Thermoplastic Pipe, Group I, 15'-1.5' Fill	3.67	LF	\$ 917.50
9900-0001	Concrete Bollard	-2.00	EA	\$ -2,250.00
Parking Lot I				
0410-0315	Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, <0.3 Million ESALs, 9.5 MM Mix, 1.5" Depth, SRL-L	646.00	SY	\$ 8,850.20
0350-0108	No. 2A Subbase, 8" Depth	383.00	SY	\$ 6,166.30
0313-0323	Superpave Asphalt Mixture Design, Base Course, PG 64S-22. <0.3 Million ESALs, 25.0 MM Mix, 4.5" Depth	383.00	SY	\$ 10,034.60
0491-0012	Milling of Asphalt Paving Surface, 1 1/2" Depth, Milled Material Retained by Contractor	117.00	SY	\$ 1,638.00
0630-0031	Plain Cement Concrete Curb, 8" Height	30.00	LF	\$ 1,800.00
0676-0001	Cement Concrete Sidewalk	-16.50	SY	\$ -3,630.00
9900-0001	Concrete Bollard	-8.00	EA	\$ -7,200.00
9000-0015	Remove and Reset Mailbox	-2.00	EA	\$ -1,400.00
9000-0020	8" Thermoplastic Pipe, Group I, 15'-1.5' Fill	2.00	LF	\$ 130.00

Parking Lot E				
0410-0315	Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, <0.3 Million ESALs, 9.5 MM Mix, 1.5" Depth, SRL-L	-79.00	SY	\$ -1,050.70
0350-0108	No. 2A Subbase, 8" Depth	-229.00	SY	\$ -3,664.00
0313-0323	Superpave Asphalt Mixture Design, Base Course, PG 64S-22. <0.3 Million ESALs, 25.0 MM Mix, 4.5" Depth	-229.00	SY	\$ -5,931.00
0601-0311	12" Thermoplastic Pipe, Group I 15'-1.5' Fill	-18.00	LF	\$ -1,368.00
0601-0313	18" Thermoplastic Pipe, Group I, 15-1.5' Fill	-1.00	LF	\$ -91.00
0630-0031	Plain Cement Concrete Curb, 8" Height	-225.00	LF	\$ -13,837.50
0676-0001	Cement Concrete Sidewalk	19.30	SY	\$ 4,246.00
2695-0001	Detectable Warning Surface	11.00	SF	\$ 440.00
9900-0001	Concrete Bollard	-19.00	EA	\$ -17,100.00
9000-0002	Raingarden 2	-1.00	LS	\$ -6,200.00
9000-0024	Dome Grate	-1.00	EA	\$ -400.00
			Totals	\$ -32,799.15

Attachments:

NA

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,708,234.30	Original Contract Times: Substantial Completion: September 29, 2023 Ready for final payment: October 6, 2023
Decrease from previously approved Work Change Order 1: \$ 64,123.20	Increase from previously approved Change Orders: Substantial Completion: NA Ready for final payment: May 1 <sup>st</sup> , 2024
Contract Price prior to this Change Order: \$ 1,644,111.10	Contract Times prior to this Change Order: Substantial Completion: September 29 <sup>th</sup> , 2023 Ready for final payment: May 1 <sup>st</sup> , 2024
Decrease this Change Order: \$ 32,799.15	Increase this Change Order: Substantial Completion: NA Ready for final payment: NA
Contract Price incorporating this Change Order: \$ 1,611,311.95	Contract Times with all approved Change Orders: Substantial Completion: September 29 <sup>th</sup> , 2023 Ready for final payment: May 1 <sup>st</sup> , 2024

	Recommended by Engineer (if required)	Authorized by Owner
By:		
Title:	Principal	
Date:	12/1/2023	
	Authorized by Contractor	Approved by SEDA-COG
By:		
Title:		
Date:		
	Authorized by USDA	
By:		
Title:		
Date:		



Equipment Depot Pennsylvania, Inc.  
Quote Number: 129712  
Exclusively for: Town Of Bloomsburg

Prepared By: Jamie Snyder  
570-220-6947  
jamie.snyder@eqdepot.com

To: Town Of Bloomsburg  
Town Hall 301 E 2nd St  
Bloomsburg, PA 17815

Ship to: Town Hall 901 Patterson Dr  
Bloomsburg, PA 17815

Email:

Email:

Manufacturer	Model	Product Description	Quantity	List/Sell Price	Net Amount
Cascade	Cascade	Bolt on Forks for Conversion, attachment 35D19676, S/N 00001P 2" x 5" x 42" Useable Forks	1	\$2,891.00	\$2,891.00
Total Quote Price:					\$2,891.00

\*\* Lead time 8 weeks \*\*

\*\* Installation of attachment billed at standard labor and parts \*\*

**BID SPECIFICATIONS**  
**Town of Bloomsburg, Pennsylvania**  
**Solid Waste and Refuse Pickup**

Return Quote by: Friday December 1, 2023 at 12:00 P.M.  
 deliver to Bloomsburg Recycling Center 901 Patterson Drive  
 Or quote may be emailed to \_\_\_\_\_ or via fax at 570-784-3414

Solid waste and refuse pickup service for the period beginning January 1, 2024 and ending December 31, 2024 for all of the following Town facilities: Recycling Center located at 901 Patterson Drive; Public Works located at 821 Catherine Street & Town Pool located at the corner of Catherine and Ft. McClure Blvd. All bidders must be in compliance with Town Waste and Recycling Ordinance #862 throughout the contract. Failure to comply with the ordinance will constitute grounds for termination of the contract. The complete Town of Bloomsburg ordinance is available at under the "Government" tab select Code of Ordinances Chapter 20 SOLID WASTE.

Dumpsters are to be furnished by the successful bidder.  
 Successful bidder must provide the Town with proof of participation in a CDL Drug and Alcohol testing program as required by Section 382.301(d0(2)) of the federal CDL regulations. (Form will be provided by the Town.)

**SERVICES TO BE PROVIDED THROUGHOUT THE CONTRACT INCLUDE:**

**RECYCLING CENTER** – Four (4) 3 cu. yd. open top dumpsters to be picked up once a week on Thursday.

**PUBLIC WORKS** – One (1) 8 cu. yd. open top dumpster with a maximum height not to exceed five feet. Dumpster to be picked up once a week on Friday after 10:00 a.m. during the months of January, February, March, October, November, and December.  
 Dumpster to be picked up twice a week (Monday after 10 a.m. and Friday after 10 a.m.) during the months of April, May, June, July, August, and September.

**TOWN POOL** -- One (1) 3 cu. yd. dumpster with lid to be in place one week prior to Memorial Day and continue until one week after Labor Day each year and picked up weekly on Friday.

Recycling Center:

\$ 400.00 / mth

Public Works Building:

\$ 300.00 / mth

Town Pool:

\$ 400.00 / mth in Season May-Aug

TOTAL

✓ 11000 (Gather) \$ 110.00 (May Aug)

3F-2

Name and Address of Company

Swisher Disposal

6115 Keeler's Lane

Ploomsburg, Pa 17815

Signature of Representative:

Christie Swisher

Phone Number:

570-784-2802

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



# Invoice

Invoice Number:  
131360

Invoice Date:  
Nov 21, 2023

Phone: 267-218-7200  
 Remit Email: AR@RecyclingEquipment.com  
 Orders Email: Sales@RecyclingEquipment.com

Page 1

Sold To:  
 Town of Bloomsburg  
 301 East 2nd Street  
 Bloomsburg, PA 17815

Ship To  
 Town of Bloomsburg  
 901 Patterson Drive  
 Bloomsburg, PA 17815

Customer ID		Customer PO	Payment Terms	Due Date
TOOFBLO		Per Charles Fritz	Net 30 Days	12/21/23
Sales Rep ID		Shipping Method	FM Job # / Sales Order #	Ship Date
03PETR		Jeff, Jake, 11/15	9612	11/15/23
Quantity	Item	Description	Unit Price	Extension
	S	EQUIPMENT SERVICE PER ATTACHED		
	SER	SERVICE ORDER		
		EX2169		
9.50	LR2AAII	TWO TECHNICIANS	249.0000	2,365.50
1.50	LO2AAI	OVERTIME SURCHARGE -2AAT	140.0000	210.00
113.00	M	TRIP CHARGE	1.4000	158.20
20.50	T	TRAVEL TOLLS	1.0000	20.50
2.00	020105	BRAKE CLEANER	6.4500	12.90
1.00	X1	#1 WELDING SUPPLIES	24.0000	24.00
1.00	023344	4-1/2" #40 FLAP DISK	7.0000	7.00
4.00	260000	SIZE 0 O-RING SEALS	1.0000	4.00
1.00	023104	GRINDING WHEEL	4.0000	4.00
1.00	023510	3.5" LARGE GRINDER WIRE CUP	19.5000	19.50

Past due invoices are subject to a 1.5% per month late charge.

Job #	Subtotal	2,825.60
	Sales Tax	0.00
	Total Invoice Amount	2,825.60
	Payment Received	0.00
	<b>TOTAL</b>	<b>2,825.60</b>

**MITCHELL KNORR CONTRACTING****7295 Old Berwick Road****Bloomsburg, PA 17815****Phone No. : (570) 759-0813 Fax No.: (570) 759-0452**

October 16, 2023

Town of Bloomsburg  
29 East Main Street  
Bloomsburg, Pa 17815

Re: Compost Yard New Entrance for  
Bloomsburg Recreational Trail

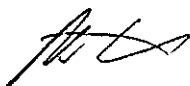
To Whom IT May Concern:

This will certify as the invoice for the Bloomsburg compost yard new entrance in regards to charging for equipment and labor in excavating to subgrade and stoning in preparation for Blacktop.

Excavator -LB 145 x 4 w/operator	8 Hours total	\$1600.00
Triaxle Dump Truck	8 Hours total	\$1,000.00
Skid Steer - Takeuchi TL 12v2	8 Hours total	<u>\$1200.00</u>
TOTAL		\$3,800.00

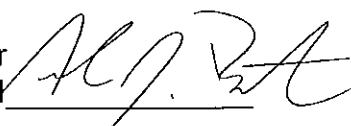
If you should need anything further, please feel free to give us a call.

Sincerely,



Mitchell Knorr, Owner

Engineer  
Approval





Check One:

Explorer Club ☐

Explorer Post ☒

Renewal ~~Post/Club~~ No. 1113

Council 504 District 01

## Annual Memorandum of Understanding

\_\_\_\_\_ has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

**Explorer Clubs only:**

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Explorer Club participants.

**Explorer Posts only:**

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

**Explorer Clubs and Explorer Posts:**

- Ensuring that all participating adults complete the required Exploring Youth Protection training. The training is available at [www.exploring.org](http://www.exploring.org).
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in a program planning meeting and Open House.
- Participating in at least one evaluation with Learning for Life representatives each year.

*Note: Adults may serve in multiple posts and clubs.*

Exploring is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

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

\*

\_\_\_\_\_  
Signature of executive officer or designee

\_\_\_\_\_  
Signature of Exploring representative

\*

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)

2023

04424.00.5700

3J



## INVOICE

Page: 1

Invoice Number: **IN23-007935**

Busch Systems International Inc.  
81 Rawson Avenue  
Barrie, ON L4N 6E5

RECEIVED

DEC 11 2023

Phone: 800-565-9931

Fax: 705-722-8972

Website: www.buschsystems.com

Invoice Date: 11/20/2023	Due Date 12/20/2023	PO No. SIGNED QUOTE
Customer ID CU15-000130	Tax Exemption No.	Terms Net 30 Days
Sales Person Rae-Ann Dos Reis		Sales Order No. SO23-006794

Bill To: Town Of Bloomsburg  
Charles Fritz  
301 East 2nd Street  
Bloomsburg, 17815  
PA  
United States

Phone: 570-784-4532

Fax:

Email: cfritz@bloomsburgpa.org&gt;

Ship To: Town Of Bloomsburg  
Charles Fritz  
901 Patterson Dr  
Recycling Center  
Bloomsburg, 17815  
PA

Phone: 570-784-4532

Fax:

Email:

OF

Item No.	Item/Description	Order Qty	Unit	Quantity	Unit Price	Total Price
102716	Curb Body 18G   Dark Green "Recycle with us Town of Bloomsburg" in circle logo w/ M.L Icon 784-4532 *2 sides in white **Existing plate 16241 PA COSTARS Contract - 017-001	501	Each	501	15.45	7,740.45

Recycling Bins

Subtotal: 7,740.45

USD Total: 7,740.45

## Terms &amp; Conditions

By placing your order, you accept Busch Systems International Inc. Terms & Conditions. Please review at  
<https://www.buschsystems.com/terms-and-conditions/>.

HST# 89524 7856

## SECOND AMENDMENT TO GRANT AGREEMENT

THIS SECOND AMENDMENT to Community Conservation Partnerships Program – Land and Water Conservation Fund Grant Agreement No. LWCF 42-01608 (“Amendment”) is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of Conservation and Natural Resources (“Department”) and Bloomsburg Town (“Grantee”).

The parties entered into Grant Agreement No. LWCF 42-01608 (“Agreement”) on January 21, 2020. Under the Agreement, the Department granted to Grantee funds under the federal Land and Water Conservation Fund Act of 1965 (16 U.S.C. §§ 4601–4 – 4601–11) for rehabilitation and further development of Town Park. On September 2, 2022, the Department granted to Grantee an extension to June 30, 2024. The parties now wish to amend the terms of the Agreement to increase federal Land and Water Conservation Fund monies to cover high bids.

The parties intending to be legally bound, agree that the Agreement shall be amended as follows:

1. Article III is struck entirely and replaced with the following:

### Compliance with Applicable Statutes, Regulations and Other Requirements

Compliance with statutes, regulations, and other requirements: The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances; any correspondence and instructions that may be provided by the DEPARTMENT; all conditions and requirements in Appendix A; and all terms and conditions in this GRANT AGREEMENT. If the DEPARTMENT has provided a program manual, such manual, including any addenda, is incorporated herein by reference, and the GRANTEE shall comply with its provisions.

Contractor Responsibility and Offset Provisions: The GRANTEE shall comply with the provisions in Appendix B, which is attached hereto and incorporated herein.

Contractor Integrity Provisions: The GRANTEE shall comply with the provisions in Appendix C, which is attached hereto and incorporated herein.

Nondiscrimination/Sexual Harassment Clause: The GRANTEE shall comply with the provisions in Appendix D, which is attached hereto and incorporated herein.

Right-to-Know Law: The GRANTEE shall comply with the provisions in Appendix E (Right-to-Know Law) as applicable.

Automated Clearing House (ACH) Payments: The GRANTEE shall comply with the provisions in Appendix F (Automated Clearing House (ACH) Payments).

Americans With Disabilities Act: The GRANTEE shall comply with the provisions in Appendix G, which is attached hereto and incorporated herein.

Universal Accessibility Act; Rehabilitation Act, Architectural Barriers Act of 1968: In its performance under this GRANT AGREEMENT, the GRANTEE shall comply with applicable requirements of the following acts, as amended: Universal Accessibility Act, 71 P.S. 1455.1 et seq.; Section 504 of Rehabilitation Act of 1973, 29 U.S.C. 794; and the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.

Federal funding: If any portion of the grant awarded to the GRANTEE is federal money, the GRANTEE, in addition to complying with the provisions of this article, shall also comply with the requirements in Appendix H attached hereto and incorporated herein.

Post-completion responsibilities: The GRANTEE'S responsibilities under federal, state, and local statutes, regulations, and ordinances with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period.

The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

2. Article XXV CONSTRUCTION, is struck entirely and replaced with the following:

This GRANT AGREEMENT shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The GRANTEE consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The GRANTEE agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law. All terms and conditions of this GRANT AGREEMENT are intended to be covenants as well as conditions. The titles of the articles and paragraphs are inserted for convenience

and do not control or affect the meaning or construction of any terms or provisions of this GRANT AGREEMENT.

3. The "PROJECT BUDGET" section on page 1 of Appendix A of the Agreement is struck and replaced with the following:

Grant Amount(s)

Land and Water Conservation Fund \$466,500

Total Grant Amount: \$466,500

Local Match(es) for

Land and Water Conservation Fund \$502,500

Total Local Match \$502,500

4. The "TOTAL PROJECT COST" section on page 1 of Appendix A of the Agreement is struck and replaced with the following:

\$969,000

5. Appendix B is replaced with the updated Contractor Responsibility and Offset Provisions attached hereto.
6. Appendix F is replaced with the Automated Clearing House (ACH) Payments Clause attached hereto.
7. This Amendment shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. This Amendment is not binding in any way on the Commonwealth or the Department until it has been fully executed, as prescribed in the preceding sentence, and sent to the Grantee.
8. Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meanings specified for such terms in the Agreement.

9. Except as explicitly provided by this Amendment, the other provisions of the Agreement shall remain in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**

The parties, through their authorized representatives, have properly executed this Amendment on the date of the last Commonwealth signature below.

WITNESS/ATTEST:

BLOOMSBURG TOWN

\_\_\_\_\_  
Printed Name  
Title

\_\_\_\_\_  
Printed Name: Date  
Title: Mayor

Federal ID #: 24-6000690

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND  
NATURAL RESOURCES

\_\_\_\_\_  
Thomas Ford, Director Date  
Bureau of Recreation and Conservation

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
OFFICE OF CHIEF COUNSEL Date  
DEPT. OF CONSERVATION AND  
NATURAL RESOURCES

APPROVED:  
I hereby approve this Amendment and certify  
that funds in the amount of \$176,500 are  
available under Appropriation No.:

\_\_\_\_\_  
OFFICE OF GENERAL COUNSEL Date

Fund: 7028700000 BP: 2021 Cost Center:  
3842310001 GL: 6600300 Order:  
W01608000000 Amount: \$176,500

\_\_\_\_\_  
OFFICE OF ATTORNEY GENERAL Date

\_\_\_\_\_  
Comptroller Date

**Funds Commitment Number: 4100084625**

## APPENDIX B

### CONTRACTOR RESPONSIBILITY AND OFFSET PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

#### Contractor Responsibility Provisions

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

#### Offset Provision

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

Based on Management Directive 215.09 amended (12/1/2020)

**APPENDIX F**  
**AUTOMATED CLEARING HOUSE (ACH) PAYMENTS**

1. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-Remittance.aspx>.
2. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.
3. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

# INVOICE

3m  
PAGE: 1



**SOKOL, INC.**  
P.O. BOX 366  
BLOOMSBURG, PA 17815  
PHONE: 570-784-4411

EXCAVATING - PAVING - DEMOLITION

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

RECEIVED  
DEC 12 2023

INVOICE NUMBER: 0015402-IN  
INVOICE DATE: 12/11/2023

SALES TAX CODE:  
JOB NUMBER: PA  
CUSTOMER NO.: BLOOM32  
CUSTOMER PO.: BLOOM01

SHIP VIA:  
TERMS: NET 30 DAYS

CODE	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
HAULIN	hauling		0.000	0.000	0.00
	load and haul soil from streeter fields to compost site as contracted				
HAULIN	hauling		2.000	120.000	240.00
	equipment mobilization				
HAULIN	hauling		7.000	100.000	700.00
	953 track loader				
HAULIN	hauling		31.000	120.000	3720.00
	triaxle				

Thank you for your business!

Net Invoice: 4660.00

Sales Tax: 0.00

**INVOICE TOTAL** 4660.00

# INVOICE

3N

PAGE: 1



**SOKOL, INC.**  
P.O. BOX 366  
BLOOMSBURG, PA 17815  
PHONE: 570-784-4411

*Receiving*

INVOICE NUMBER: 0015401-IN  
INVOICE DATE: 12/11/2023

EXCAVATING - PAVING - DEMOLITION

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

**RECEIVED**  
**DEC 12 2023**

*[Signature]*

SALES TAX CODE:  
JOB NUMBER: PA  
CUSTOMER NO.:  
CUSTOMER PO.: BLOOM01

SHIP VIA:  
TERMS: NET 30 DAYS

CODE	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
HAULIN	hauling		19.000	120.000	2280.00
	Hauling & disposal fee for 153.47 tons of sweeper waste from compost				
HAULIN	hauling		0.000	0.000	0.00
	to the Lycoming County Landfill				
HAULIN	hauling		153.470	57.090	8761.60

Thank you for your business!

Net Invoice: 11041.60

Sales Tax: 0.00

**INVOICE TOTAL**

11041.60

AFTER RECORDATION, PLEASE RETURN TO:

ATTN: Christian A. Farmakis, Esquire  
 Babst, Calland, Clements and Zomnir, P.C.  
 Two Gateway Center, 6<sup>th</sup> Floor  
 Pittsburgh, PA 15222  
 (412) 394-5400

**AMENDMENT TO AND AGREEMENT REGARDING LEASE**

*(P3 TOBC-1 – PATTERSON DRIVE)*

THIS AGREEMENT (this “Agreement”) is made effective this \_\_\_\_ day of November, 2023, by and between **TOWN OF BLOOMSBURG**, a municipality incorporated with an address of 301 East Second Street, Bloomsburg, Pennsylvania 17815 (hereinafter referred to as “Owner”) and **P3 TOBC-1, LLC**, a Pennsylvania limited liability company with an address of 2660 Kutztown Road, Pennsburg, Pennsylvania 18073 (hereinafter referred to as “Company”).

WITNESSETH:

WHEREAS, Company and Owner are parties to that certain Site Lease Agreement dated February 24, 2021 (the “Site Lease Agreement”), pursuant to which Company leased from Owner certain real property owned by Owner located in Columbia County, Pennsylvania and by which Owner granted Company certain access and utility easements (the “Premises”);

WHEREAS, to evidence the existence of the Site Lease Agreement, Company and Owner executed that certain Memorandum of Site Agreement which was recorded in the real estate records of Columbia County, Pennsylvania on November 29, 2021, as Instrument Number 202111930 (the “Memorandum of Lease”) (the Site Lease Agreement and the Memorandum of Lease collectively referred to herein as the “Lease”); and

WHEREAS, pursuant to a Unit Purchase Agreement by and among Company, the members of the Company (“Members”) and TowerOne Partners, LLC, a Pennsylvania limited liability company (hereinafter referred to as “TowerOne”), the Members will sell, transfer, assign and deliver to TowerOne, and TowerOne will purchase, acquire, assume and accept from the Members, all of the issued and outstanding membership interests of Company; and

WHEREAS, Owner and Company desire to enter into this Agreement to provide for: (i) certain matters pertaining to the Lease, and (ii) the amendment of the Lease to ensure that an updated “as built” legal description and survey of the Premises are attached to the Lease and recorded in the real estate records of Columbia County, Pennsylvania.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Owner and Company agree as follows:

1. Estoppel.

(a) Company is the current tenant under the Lease, and the Lease is in full force and effect, and, as amended hereby, contains the entire agreement between Owner and Company with respect to the Premises.

(b) No default exists under the Lease on the part of Company, and, to Owner's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Company under the Lease.

(c) Owner is the owner of the fee interest in the Premises.

(d) The individual executing this Agreement on behalf of Owner is authorized to do so and has the full power to bind Owner.

(e) In the event Company's lender or, should TowerOne or another affiliate of Company or TowerOne (each, a "Permitted Affiliate") succeed Company as tenant under the Lease for any reason, in the event a Permitted Affiliate's lender (such then-current lender, together with its successors and assigns, "Lender") takes on all rights and responsibilities of the Lease and exercises any rights of Company or a Permitted Affiliate under the Lease, including the right to exercise Company's renewal option(s) or purchase option(s) set forth in the Lease, Owner agrees to accept such exercise of rights by Lender as if same had been exercised by Company or a Permitted Affiliate.

(f) If there shall be a monetary default by Company or a Permitted Affiliate under the Lease, Owner shall accept the cure thereof by Lender within any grace period provided to Company or such Permitted Affiliate under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Company or a Permitted Affiliate under the Lease, Owner shall accept the cure thereof by Lender within any grace period provided to Company or such Permitted Affiliate under the Lease to cure such default prior to terminating the Lease.

(g) Company represents and warrants that, upon acquisition by TowerOne of all of the issued and outstanding membership interests of the Company, the Lease shall remain

in full force and effect as a binding contractual obligation of the Company, except as otherwise modified herein.

2. Binding Effect. This Agreement shall be binding on Owner, Company and TowerOne and their respective successors and assigns and shall inure to the benefit of Lender.

3. Amendment Due to Updated As-Built Survey. Owner, Company and TowerOne acknowledge that the survey attached hereto as Exhibit A was commissioned by TowerOne and includes an "as-built" depiction of the Premises, and the parties hereby agree that the legal descriptions and depiction attached to the Site Lease Agreement as Exhibit A and attached to the Memorandum of Lease as Exhibit A, shall be amended and replaced in their entireties by Exhibit A attached hereto.

4. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied or emailed to the other parties and that the executed telecopy or emailed copy shall be binding and enforceable as an original; provided, however, that, if this document is to be recorded, at least one original signature of Owner and Company shall be provided to TowerOne for recordation purposes. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Owner and Company have caused this Agreement to be duly executed on the day and year first written above.

Signed, sealed and delivered in  
the presence of:

**TOWN OF BLOOMSBURG,**  
a municipality incorporated

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

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

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

Print Name:

Print Title:

### ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA      )  
COUNTY OF COLUMBIA                    )

On this \_\_\_\_\_ day of November, 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Town of Bloomsburg, a municipality incorporated, and in due form of law acknowledged that he is authorized on behalf of said entity to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said entity.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in  
the presence of:

**P3 TOBC-1, LLC,**  
a Pennsylvania limited liability company

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

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

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

Print Name: Lawrence E. Romanowski

Print Title: Managing Member

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA     )  
COUNTY OF LEHIGH                             )

On this \_\_\_\_ day of November, 2023, before me, the subscriber, a Notary Public in and for said Commonwealth and County, personally appeared Lawrence E. Romanowski, the managing member of P3 TOBC-1, LLC, a Pennsylvania limited liability company, and in due form of law acknowledged that he is authorized on behalf of said entity to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said entity.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SIGNATURE PAGE TO ESTOPPEL]  
[P3 TOBC-1]

**EXHIBIT A**  
**(Legal Description and Survey of the Premises)**

LEGAL DESCRIPTION: TOWER LEASE

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF BLOOMSBURG, COUNTY OF COLUMBIA, STATE OF PENNSYLVANIA, HAVING TAX ID: 05E20 02300 000, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE IN CONCRETE, FOUND ON THE NORTHWEST CORNER OF SAID PARCEL, ALSO LYING ON THE EASTERN RIGHT OF WAY OF PATTERSON DRIVE, AND HAVING PENNSYLVANIA STATE PLANE COORDINATES E:2330891',-N:306937';

THENCE, S 72° 51' 13" E FOR A DISTANCE OF 231.96 FEET TO THE POINT OF BEGINNING;

THENCE, N 87° 07' 53" E FOR A DISTANCE OF 12.00 FEET TO A POINT;

THENCE, S 02° 52' 07" E FOR A DISTANCE OF 5.00 FEET TO A POINT;

THENCE, N 87° 07' 53" E FOR A DISTANCE OF 40.00 FEET TO A POINT;

THENCE, S 02° 52' 07" E FOR A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, S 87° 07' 53" W FOR A DISTANCE OF 9.50 FEET TO A POINT;

THENCE, S 02° 52' 07" E FOR A DISTANCE OF 9.00 FEET TO A POINT;

THENCE, S 87° 07' 53" W FOR A DISTANCE OF 30.50 FEET TO A POINT;

THENCE, S 87° 07' 53" W FOR A DISTANCE OF 12.00 FEET TO A POINT;

THENCE, N 02° 52' 07" W FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1482.5 SQFT -OR- 0.03 ACRES.

AND BEING THE SAME LEASE AREA, INCLUDING THE INTERIOR EQUIPMENT SPACES, AS DEPICTED ON THAT MOL RECORDED IN INSTRUMENT NUMBER 202111930 ON 11/29/2021.

TOGETHER WITH A NON EXCLUSIVE EASEMENT FOR UNRESTRICTED ACCESS THERETO AND TO THE APPROPRIATE, IN THE DISCRETION OF TENANT, SOURCE OF UTILITY FACILITIES, INCLUDING ELECTRIC, TELEPHONE AND FIBER.

LEGAL DESCRIPTION: PARENT PARCEL

BEING A PORTION OF:

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND SITUATE IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF A PROPOSED 50 FOOT ROAD, SAID POINT BEING ON THE SOUTHERLY LINE OF LANDS OF WALTER R. AND HELGA SHOEMAN;

THENCE ALONG THE SOUTHERLY LINE OF LANDS OF SAID SHOEMAN AND LANDS OF RALPH-C. AND JUNE C. LYONS, SOUTH 86 DEGREES 55 MINUTES 00 SECONDS EAST 166.03 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF LANDS OF SAID LYONS SOUTH 83 DEGREES 08 MINUTES 00 SECONDS EAST 178.43 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY OF INDUSTRIAL DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INDUSTRIAL DRIVE, SOUTH 07 DEGREES 24 MINUTES 00 SECONDS WEST 58.72 FEET TO A POINT;

THENCE ALONG THE SAME SOUTH 13 DEGREES 27 MINUTES 00 SECONDS EAST 131.78 FEET TO AN IRON PIN;

THENCE ALONG OTHER LANDS OF BLOOMSBURG AREA INDUSTRIAL DEVELOPMENT ASSOCIATION, INC., GRANTOR HEREIN, SOUTH 76 DEGREES 33 MINUTES 00 SECONDS WEST 372.06 FEET TO AN IRON PIN ON A CURVE ON THE EASTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED PROPOSED 50 FOOT ROAD;

THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT IN A NORTHERLY DIRECTION HAVING A DELTA ANGLE OF 08 DEGREES 51 MINUTES 09 SECONDS , A RADIUS OF 609.36 FEET AND A TANGENT OF 47.17 FEET FOR AN ARC LENGTH OF 94.15 FEET TO A POINT OF TANGENT;

THENCE ALONG THE SAME NORTH 00 DEGBREES 35 MINUTES 00 SECONDS EAST 209.37 FEET TO THE PLACE OF BEGINNING.

CONTAINING 2.000 ACRES OF LAND IN ALL AS SHOWN ON A SURVEY PREPARED BY T. BRYCE JAMES, AND ASSOCIATES DATED JUNE 24, 1982.

TAX ID: 05E20 02300 000

BEING THE SAME PROPERTY CONVEYED TO TOWN OF BLOOMSBURG, A MUNICIPALITY INCORPORATED, GRANTEE, FROM BLOOMSBURG AREA INDUSTRIAL DEVELOPMENT ASSOCIATION, INC., A NON-PROFIT CORPORATION, GRANTOR, BY DEED RECORDED 12/21/1982, AS BOOK 313, PAGE 160 OF THE COLUMBIA COUNTY RECORDS.

**[Survey attached.]**



LEGAL DESCRIPTION, TOWER LEASE (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF BLOOMSBURG, COUNTY OF COLUMBIA, STATE OF PENNSYLVANIA, HAVING TAX ID: 05520 02200 000, FURTHER DESCRIBED AS: COMMENCING FROM AN EXISTING IRON PIPE IN CONCRETE, FOUND ON THE NORTHWEST CORNER OF SAID PARCEL, ALSO LYING ON THE EASTERN RIGHT OF WAY OF PATTERSON DRIVE, AND HAVING PENNSYLVANIA STATE PLANE COORDINATES E:3330891, N:3306937, BEING A PORTION OF:

THENCE S 72° 51' 13" E FOR A DISTANCE OF 231.96 FEET TO THE POINT OF BEGINNING;  
THENCE N 87° 07' 53" E FOR A DISTANCE OF 12.00 FEET TO A POINT;  
THENCE S 02° 52' 07" E FOR A DISTANCE OF 5.00 FEET TO A POINT;  
THENCE N 87° 07' 53" E FOR A DISTANCE OF 40.00 FEET TO A POINT;  
THENCE S 02° 52' 07" E FOR A DISTANCE OF 20.00 FEET TO A POINT;  
THENCE S 87° 07' 53" W FOR A DISTANCE OF 9.00 FEET TO A POINT;  
THENCE S 02° 52' 07" E FOR A DISTANCE OF 9.00 FEET TO A POINT;  
THENCE S 87° 07' 53" W FOR A DISTANCE OF 30.50 FEET TO A POINT;  
THENCE S 87° 07' 53" W FOR A DISTANCE OF 12.00 FEET TO A POINT;  
THENCE N 02° 52' 07" W FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1482.5 SQFT -OR- 0.03 ACRES.

AND BEING THE SAME LEASE AREA, INCLUDING THE INTERIOR EQUIPMENT SPACES, AS DEPICTED ON THAT MOL RECORDED IN INSTRUMENT NUMBER 202111930 ON 11/29/2021.

TOGETHER WITH A NON EXCLUSIVE EASEMENT FOR UNRESTRICTED ACCESS THERETO AND TO THE APPROPRIATE, IN THE DISCRETION OF TENANT, SOURCE OF UTILITY FACILITIES, INCLUDING ELECTRIC, TELEPHONE AND FIBER.

LEGAL DESCRIPTION, PARENT PARCEL (AS PROVIDED)

BEING A PORTION OF:

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND SITUATE IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF A PROPOSED 50 FOOT ROAD, SAID POINT BEING ON THE SOUTHERLY LINE OF LANDS OF WALTER R. AND HELGA SHOGMAN;

THENCE ALONG THE SOUTHERLY LINE OF LANDS OF SAID SHOGMAN AND LANDS OF RALPH C. AND JUNE C. LYONS, SOUTH 88 DEGREES 55 MINUTES 00 SECONDS EAST 186.00 FEET TO A POINT;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF LANDS OF SAID LYONS SOUTH 83 DEGREES 08 MINUTES 00 SECONDS EAST 178.43 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY OF INDUSTRIAL DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID INDUSTRIAL DRIVE, SOUTH 07 DEGREES 24 MINUTES 00 SECONDS WEST 58.72 FEET TO A POINT;

THENCE ALONG THE SAME SOUTH 13 DEGREES 27 MINUTES 00 SECONDS EAST 131.78 FEET TO AN IRON PIN;

THENCE ALONG OTHER LANDS OF BLOOMSBURG AREA INDUSTRIAL DEVELOPMENT ASSOCIATION, INC., GRANTOR HEREIN, SOUTH 76 DEGREES 33 MINUTES 00 SECONDS WEST 372.06 FEET TO AN IRON PIN ON A CURVE ON THE EASTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED PROPOSED 50 FOOT ROAD;

THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT IN A NORTHERLY DIRECTION HAVING A DELTA ANGLE OF 88 DEGREES 51 MINUTES 09 SECONDS, A RADIUS OF 609.36 FEET AND A TANGENT OF 47.17 FEET FOR AN ARC LENGTH OF 94.15 FEET TO A POINT OF TANGENCY;

THENCE ALONG THE SAME NORTH 00 DEGREES 35 MINUTES 00 SECONDS EAST 209.37 FEET TO THE PLACE OF BEGINNING.

CONTAINING 2.000 ACRES OF LAND IN ALL AS SHOWN ON A SURVEY PREPARED BY T. BRYCE JAMES, AND ASSOCIATES DATED JUNE 24, 1982.

TAX ID: 05520 02200 000

BEING THE SAME PROPERTY CONVEYED TO TOWN OF BLOOMSBURG, A MUNICIPALITY INCORPORATED, GRANTEE, FROM BLOOMSBURG AREA INDUSTRIAL DEVELOPMENT ASSOCIATION, INC., A NON-PROFIT CORPORATION, GRANTOR, BY DEED RECORDED 12/21/1982, AS BOOK 313, PAGE 160 OF THE COLUMBIA COUNTY RECORDS.

SURVEYORS REVIEW OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 01-23035315-011 COMMITMENT DATE: 09/13/2023 AT 7:00 A.M.

SCHEDULE B, SECTION 1:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHED, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE RECORDS OF PART I-REQUIREMENTS ARE MET.
2. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED.
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION.
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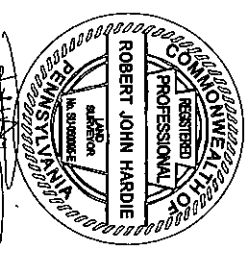
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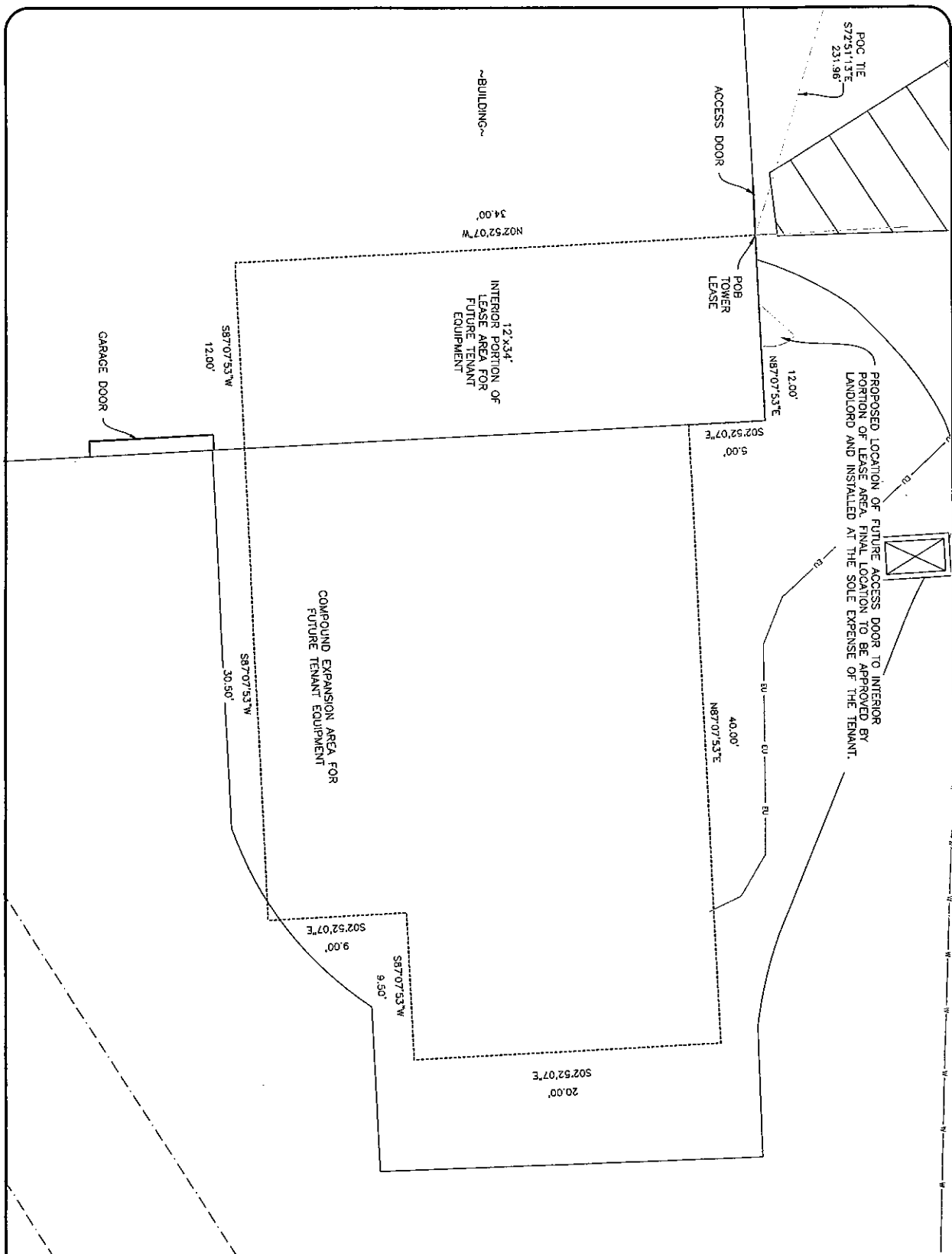
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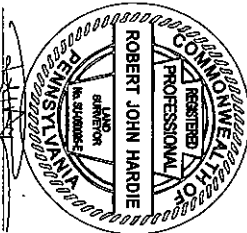
REV	DATE	DESCRIPTION	BY
1	10/23/2023	AS-BUILT SURVEY	DR
2	10/23/2023	AS-BUILT SURVEY	DR
3	10/23/2023	AS-BUILT SURVEY	DR
SITE INFORMATION:			
NAME	P3-TORC-11/PATTERSON DR		
BUN	832251		
Address	901 PATTERSON DR		
	BLOOMSBURG, PA 17815		
County	COLUMBIA COUNTY		

AS-BUILT SURVEY

SHEET: LEGAL DESCRIPTION



10/24/2023



SURVEY PERFORMED FOR:

**CC CROWN CASTLE**  
2000 Corporate Drive  
Chambersburg, PA 17317

REV	DATE	DESCRIPTION	OWN
1	10/24/2023	AS-BUILT SURVEY	X
2	10/24/2023	AS-BUILT SURVEY	X
3	10/24/2023	AS-BUILT SURVEY	X

SITE INFORMATION:

NAME: P3 - TOWER (PATTERSON DR)

BUN: 832251

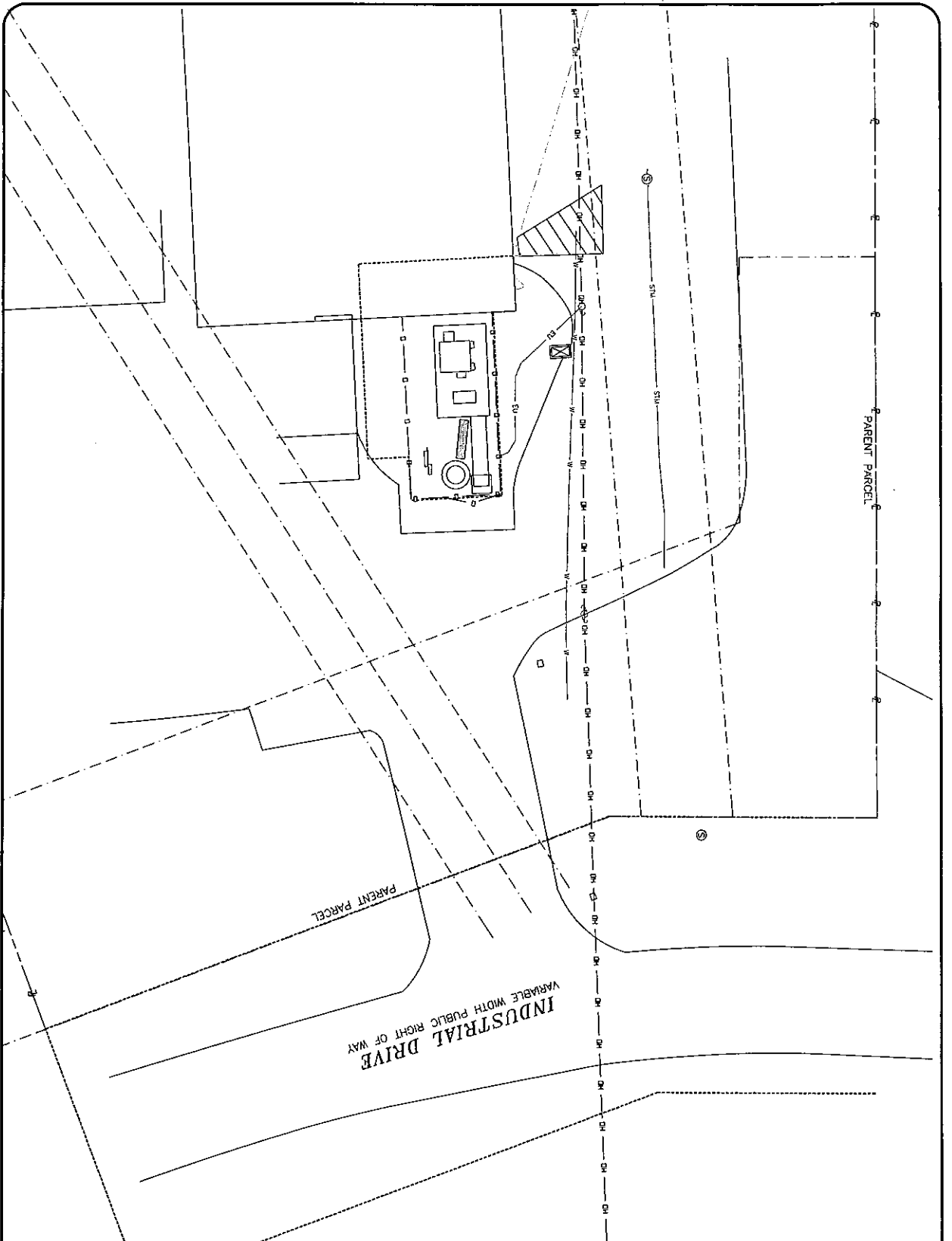
Address: 901 PATTERSON DR  
BLOOMSBURG, PA 17816

County: COLUMBIA COUNTY

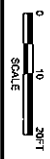
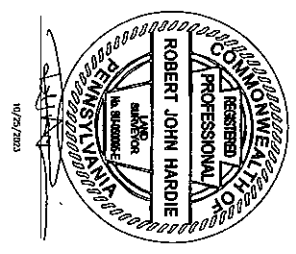
# AS-BUILT SURVEY

SHEET: SITE OVERVIEW DETAIL





INDUSTRIAL DRIVE  
VARIABLE WIDTH PUBLIC RIGHT OF WAY



SURVEY PERFORMED FOR:

**SC CROWN CASTLE** 2000 Corporate Drive  
Cranbury, PA 15317

REV	DATE	DESCRIPTION	DRAWN
1	04/25/2003	BY: JKH	X
2	07/27/2003	BY: JKH	X
3	07/27/2003	BY: JKH	X

SITE INFORMATION:

Name: P3 - TOBACCO (PATTERSON DR)

BUN: 632251

Address: 501 PATTERSON DR  
BLOOMSBURG, PA 17815

County: COLUMBIA COUNTY

**AS-BUILT SURVEY**

SHEET: ACCESS OVERVIEW

PARENT PARCEL INFORMATION:  
 OWNER: TOWN OF BLOOMSBURG, A  
 MUNICIPALITY INCORPORATED  
 901 PATTERSON DR.  
 BLOOMSBURG, PA 17815  
 TAX ID #: 05E20 02300 000  
 DEED BOOK 313, PAGE 160

EXISTING IRON PIPE  
 IN CONCRETE  
 POC ALL DESCRIPTIONS  
 E2330891, -N306937

N/F  
 SHOEMAN WALTER R & BONNIE K J  
 PARCEL# 05E13 08200  
 DEED BK#0634 PG#0183

N/F  
 EDITHS CATERING LLC  
 PARCEL# 05E13 08300  
 DEED BK#20230 PG#0509

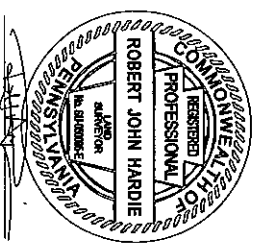
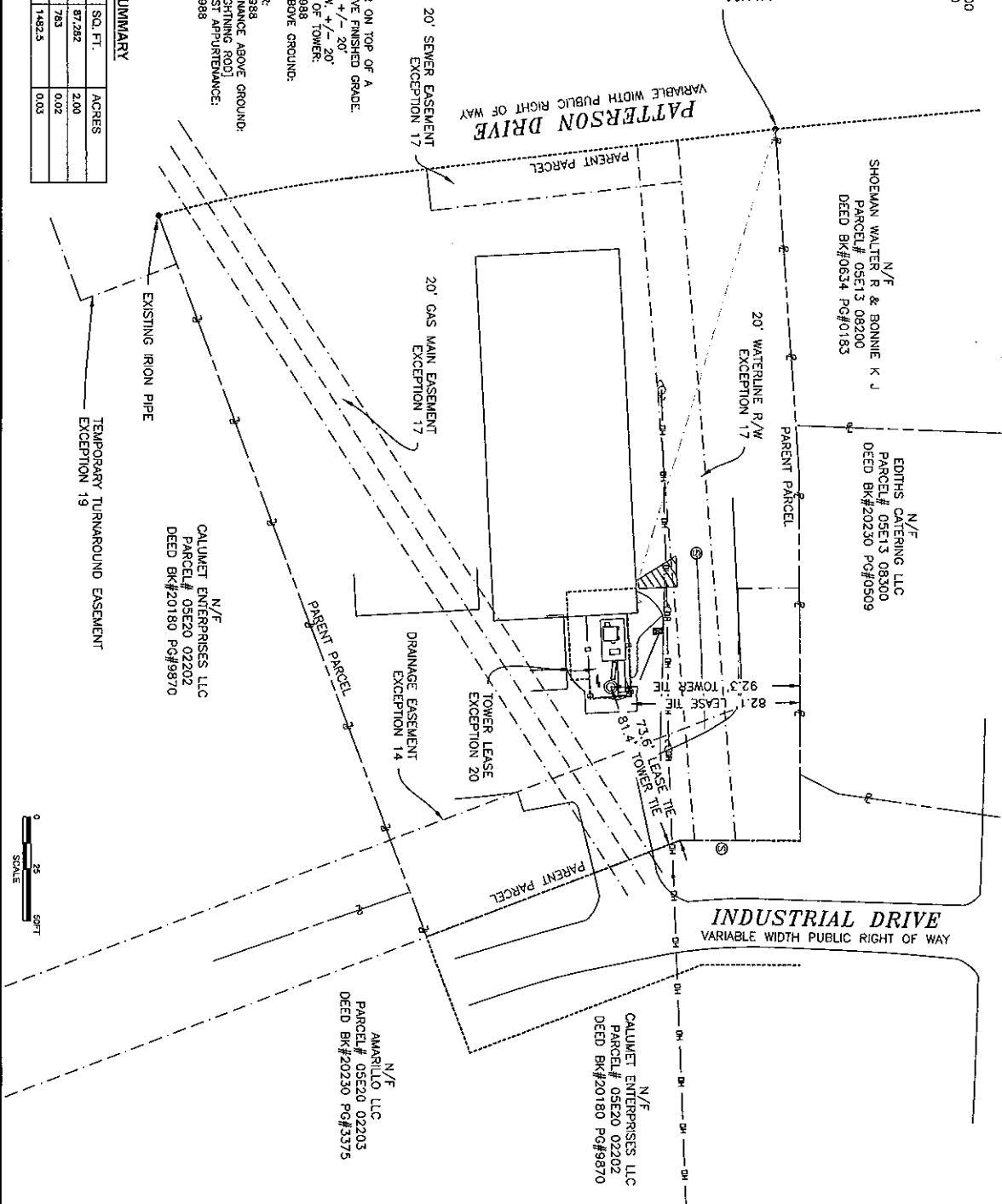
N/F  
 CALUMET ENTERPRISES LLC  
 PARCEL# 05E20 02202  
 DEED BK#20180 PG#9870

N/F  
 AMARILLO LLC  
 PARCEL# 05E20 02203  
 DEED BK#20230 PG#3375

E2A.1-A INFORMATION:  
 144.3' +/- 1' METAL TOWER ON TOP OF A  
 CONCRETE CAISSON 0.6' ABOVE FINISHED GRADE.  
 LATITUDE: 41° 00' 04.75" N. +/- 20'  
 LONGITUDE: 76° 26' 09.86" W. +/- 20'  
 GROUND ELEVATION AT BASE OF TOWER:  
 476.0' +/- 3' NAVD 1988  
 HEIGHT OF TOP OF TOWER ABOVE GROUND:  
 144.9' +/- 1'  
 ELEVATION OF TOP OF TOWER:  
 620.9 +/- 3' NAVD 1988  
 HEIGHT OF HIGHEST APPURTENANCE ABOVE GROUND:  
 121.9 +/- 3' NAVD 1988  
 ELEVATION OF TOP OF HIGHEST APPURTENANCE:  
 627.9 +/- 3' NAVD 1988

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	87,282	2.00
TOWER COMPOUND	783	0.02
TOWER LEASE	1482.5	0.03



SURVEY PERFORMED FOR:

**CC CROWN CASTLE** 2200 Corporate Drive  
 Chambersburg, PA 17217

NO.	DATE	DESCRIPTION	DRAWN
1	8/26/2024		
2	8/26/2024		
3	8/26/2024		

DATE: 8/26/2024  
 BY: R. J. HARDIE  
 TITLE: SURVEYOR  
 FIRM: F3 - TOWN OF PATTERSON DR.  
 RUN: 822281  
 ADDRESS: 901 PATTERSON DR  
 BLOOMSBURG, PA 17815  
 COUNTY: COLUMBIA COUNTY

**AS-BUILT SURVEY**

SHEET: PROPERTY OVERVIEW

## PUNCHLIST COMPLETION AGREEMENT

This Punchlist Completion Agreement ("Agreement") is made and entered into this day of Oct 24, 2023, by and between PREMIER POOL RENOVATIONS, INC. (the "Contractor") and the TOWN OF BLOOMSBURG (the "Owner")

### BACKGROUND

WHEREAS, the Contractor performed certain renovations to the Norris E. Rock Memorial Pool located in the Town of Bloomsburg, Pennsylvania, pursuant to the terms of a Completion Agreement dated July 10, 2022 and a First Amendment to Completion Agreement dated February 9, 2023, as well as certain documents incorporated into the same; (the "Project"); and

WHEREAS, Contractor has submitted a Final Application for Payment ("Final Application") and the parties have agreed that the Contractor has completed all work under the Contract on the Project, with the exception of the Punchlist Items set forth below, and that Contractor is owed the sum of \$212,358.08 (the "Remaining Contract Balance") as full and final payment for all work performed on the Project; ~~and~~

WHEREAS, Contractor shall be paid the amount of \$181,258.05 within seven (7) days of the date the parties hereto execute this Agreement;

WHEREAS, the amount of \$21,235.81 (the "Punchlist Retainage") shall be held as retainage for completion of the Punchlist Items set forth below and the sum of \$9,864.22 relating to Community Block Development Grant activity for outstanding items to be provided by Premier which are needed for grant compliance/completion (the "Grant Compliance Retainage"); and

**NOW, THEREFORE**, in consideration of foregoing premises which are incorporated herein, the agreements and understandings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefore being hereby acknowledged and intending to be legally bound hereby, the Owner and the Contractor, agree as follows:

1. The items listed in a-m below, constitute the remaining uncompleted items and/or items to be repaired with respect to Contractor's Work at the Norris E. Rock Memorial Pool (the "Punchlist Items"):
  - a. The anchors for the slide in the Wading Pool pulled out of the concrete and will have to be reinstalled.
  - b. Rust spot in the Main Pool that needs to be removed and/or remediated.
  - c. Installation of a missing sight glass on the filtration system on the backwash lines (main pool and wading pool) (not on plans but agreed to be installed by Contractor).
  - d. Installation of flow meter on Main pool's backwash waste line.
  - e. Installation of backwash and return Griswold flow valves on Main pool's filtration system.

- f. Installation of flow meter and butterfly valve on Main pool return line.
  - g. Installation of T-handle for pit shutoff valves on the Main drain for the Main Pool.
  - h. Installation of 1/2" eyeballs for two (2) of the stainless deck jets in the Wading Pool.
  - i. Replacement of two (2) corner coping stones on the wading pool which have cracked and repair of grouting is needed.
  - j. Repair of peeling paint on the Wading Pool and spots missing paint.
  - k. Repair of peeling paint on the log floatable in the Main Pool.
  - l. Repair of the triangle shaped concrete decking behind Main Pool slide has cracked and will need to be repaired.
  - m. Repair of loose decorative fencing.
2. The Punchlist Retainage shall be held by the Owner pending completion of the Punchlist Items by Contractor.
3. The Punchlist Items shall be completed by Contractor no later than November 1, 2023. In the event the Punchlist Items are not completed by November 1, 2023, unless Contractor is delayed by factors outside his control in which case he will be provided additional reasonable time to complete, the Owner, through its own employees and/or contractors it elects to retain shall have the right to perform any work necessary to complete any Punchlist Items which have not been completed by Contractor by November 1, 2023 and utilize the Punchlist Retainage for the same. Any remaining portion of the Punchlist Retainage after completion of the Punchlist Items by the Owner and/or its contractors shall be returned to Contractor.
4. The Grant Compliance Retainage shall be held until such time as Contractor provides all outstanding items which are needed for grant compliance/completion by the Owner.
5. This Agreement constitutes the whole of the understanding, discussions, and agreements by and between the Owner and the Contractor solely with respect to completion of the Punchlist Items and Grant Compliance Retainage.
6. Contractor acknowledges and agrees that the Remaining Contract Balance is the total remaining, unpaid amount which it is due under the Contract with Owner for all Work performed and/or materials provided at the Project site and that it shall not seek any additional reimbursement above the Remaining Contract Balance and does for itself, its successors and assigns, hereby remise, release, and forever discharge the Owner its respective officers, employees, agents and all other persons or other entities of any type, whether or not named herein, their heirs, executors, administrators, successors, assigns, assureds and attorneys (collectively the "Releasees") of and from all claims for any additional compensation for Work and/or materials provided on the Project Site to the Owner.
7. This Agreement shall not be changed, amended or altered in any way except in writing and executed by both the Owner and Contractor.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.
9. This Agreement shall be governed by and controlled by the laws of the Commonwealth of Pennsylvania and, further, without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
10. Except as otherwise modified herein and as set forth in this Agreement, all of the terms, conditions and provisions of the Completion Agreement, First Amendment to Completion Agreement and the Contract shall remain unmodified and in full force and effect.
11. This Agreement shall be binding upon the parties and their respective successors and assigns. Contractor shall not have the right to assign its interest in this Agreement without the prior written consent of Owner and any attempt to do so shall be null, void and of no force or effect.
12. All defined or capitalized terms set forth herein shall have meaning ascribed to them as set forth in the Contract, the Completion Agreement and First Amendment to Completion Agreement.
13. In the event of any conflict between the Contract, the Completion Agreement, First Amendment to Completion Agreement and this Agreement, the terms of this Agreement shall be controlling.
14. Time is of the essence with respect to the performance of this Agreement by the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below with the last signatory inserting the date above at the beginning of this Agreement. Each of the undersigned individual signing this Agreement represents that he/she is an officer or designated manager or contracting authority of the entity stated and thereby has full authority to enter into this Agreement and to legally bind the entity stated to the terms and provisions herein.

OWNER  
Town of Bloomsburg

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Print or Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACTOR  
Premier Pool Renovations, Inc.

Attest:

*Raymond Langedor*

By:

*HP Werthman*

Print or Type Name: HP Werthman

Title: Director of Operations

Date: Oct. 24, 2023

## PEDALCYCLES

## PART 1

**Pedalcycles****§ 3-101. Definitions.**

As used in this ordinance, the following words will be deemed to have the meaning set forth herein:

BICYCLE — See Pedalcycle.

BUSINESS DISTRICT—the territory contiguous to and including the entire width between the boundary lines of every street maintained when any part thereof is open to the use of the public for purposes of vehicular travel when within any 600 feet along the street there are buildings in use for business or industrial purposes, which occupy at least 300 feet of frontage on one side or 300 feet collectively on both sides of the street.

COMMONWEALTH — The Commonwealth of Pennsylvania

DRIVER — a person who drives or is in actual physical control of a Pedalcycle.

ELECTRIC PERSONAL ASSISTIVE MOBILITYDEVICE (EPAMD) — A self-balancing, non-tandem two wheeled device designed to transport only one person with an electric propulsion system

MOTOR VEHICLE — A vehicle which is self-propelled except an electric personal assistive mobility device or a vehicle which is propelled solely by human power.

MOTOR-DRIVEN CYCLE(S) — A motorcycle, including a motor scooter, with a motor which produces not to exceed five brake horsepower.

MOTORIZED PEDALCYCLE(S) — A motor-driven cycle equipped with operable pedals, a motor rated no more than 1.5 brake horsepower, a cylinder capacity not exceeding 50 cubic centimeters, an automatic transmission and a maximum design speed of no more than 25 miles per hour or an electric motor-driven cycle equipped with operable pedals and an automatic transmission powered by an electric battery or battery-pack-powered electric motor with a maximum design speed of no more than 25 miles per hour.

PEDALCYCLE(S) (INCLUDES BICYCLE) — A vehicle propelled solely by human-powered pedals or a pedalcycle with electric assist. The term does not mean a three-wheeled human-powered pedal-driven vehicle with a main driving wheel 20 inches in diameter or under and primarily designed for children six years of age or younger.

PEDALCYCLE WITH ELECTRIC ASSIST — A vehicle weighing more than 100 pounds with two or three wheels more than 11 inches in diameter, manufactured or assembled with an electric motor system rate at not more than 750 watts and equipped with operable pedals and capable of a speed not more than 20 miles per hour on a level surface when powered by the motor source only. The term does not include a device specifically designed for use by persons with disabilities.

PEDALCYCLE LANE: a portion of street that has been designated by signs and/or pavement markings for preferential or exclusive use by pedalcycles and/or motorized pedalcycles by the Town.

**PEDALCYCLE PATH** ---- a path or other area created and/or designated as a pedalcycle, and/or a motorized pedalcycle path by the Town and marked by signs designating such.

**PEDESTRIAN** — A natural person afoot.

**REFLECTOR** — Any device which shall be equivalent to at least one inch in diameter, constructed of metal and/or glass, used to reflect light for safety and visibility.

**STREET** — Any public road, street, alley or trafficway, but not including grassplots or sidewalks.

**TOWN** — Town of Bloomsburg

**TRAFFICWAY** — The entire width between property lines or other boundary lines of every way or place of which any part is open to the public for purposes of vehicular travel as a matter of right or custom.

**VEHICLE** — Every device in, upon or by which any person or property is or may be transported or drawn upon a street, except devices used exclusively upon rails or tracks. The term does not include a self-propelled wheel chair or an electrical mobility device operated and designed for the exclusive use by a person with a mobility-related disability.

### **§ 3-102. Operation of Pedalcycles.**

Every person operating a pedalcycle upon a street shall be granted all the rights and shall be subject to all of the duties applicable to the operator of a vehicle by the laws of this Commonwealth declaring rules of the road applicable to vehicles or by the ordinances of this Town applicable to the operator of a vehicle, except as to special regulations in this Chapter and except as to those provisions of laws and ordinances which, by their nature, can have no application.

- a. **Riding on Sidewalks.** No pedalcycle shall be ridden upon a sidewalk in a business district unless permitted by official traffic control devices, nor when a usable pedalcycle lane has been provided adjacent to the sidewalk within the Town unless permitted by official traffic control devices. No motorized pedalcycles or motor-driven cycles shall be operated upon any sidewalk unless specifically designated by the Town.
- b. No person shall drive any vehicle except a human-powered vehicle upon a sidewalk or sidewalk area except for a vehicle designed for the exclusive use by a person with a mobility-related disability or an EPAMD.
- c. **Riding on Streets, Pedalcycle Lanes and Pedalcycle Paths.**
  - (1) Every person operating a pedalcycle upon a street, pedalcycle lane and/or pedalcycle path shall ride as near to the right side of the street as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction, and shall ride in the same direction as traffic, unless directed otherwise by the Town.
  - (2) Persons riding on pedalcycles or EPAMD upon a street, pedalcycle paths and/or pedalcycle lanes shall ride to the right side unless designated otherwise.
  - (3) Any person operating a pedalcycle upon a street which carries traffic in one direction only (one-way streets) and has two or more marked lanes may ride as near to the left-hand curb or edge of the street as practicable, exercising due care when passing a standing vehicle or a vehicle proceeding in the same direction.

- (4) When an individual operating a pedalcycle and a vehicle enter an intersection from different streets at approximately the same time, the operator of the vehicle or pedalcycle on the left shall yield the right-of-way to the vehicle or pedalcycle on the right.
- (5) No golf carts, motor-driven cycles, mopeds, automobiles, all-terrain vehicles or utility task vehicles may be operated on a pedalcycle path or pedalcycle lane unless specifically designated by the Town.
- d. Limitations of riding abreast. Persons riding pedalcycles upon a street shall not ride more than two (2) abreast except on pedalcycle paths and/or pedalcycle lanes or parts of streets set aside for the exclusive use of pedalcycles by the Town of Bloomsburg Council.
- e. Slower than prevailing speeds. A pedalcycle operated at a slower than a posted prevailing speed shall be driven in the right-hand lane when available for traffic, or as close as practicable to the right-hand curb or edge of the street except when preparing for a left turn at an intersection.
- f. Right-Of-Way to Pedestrians. A person operating a pedalcycle upon a street shall yield the right-of-way to pedestrians and shall give an audible signal, by way of bell, horn or voice before overtaking and passing a pedestrian. A person operating an EPAMD upon a sidewalk and/or street shall yield the right-of-way to pedestrians and shall give an audible signal, by way of bell, horn or voice before overtaking and passing a pedestrian.
- g. Passengers Illegal. A person operating a pedalcycle shall not ride other than upon or astride a permanent and regular seat attached thereto. A pedalcycle shall not be used to carry more persons on it at one time than the number for which it is designed and equipped by the manufacturer of the same, except that an adult rider, age eighteen (18) years and above may transport a child in a pedalcycle child carrier which is securely attached to the pedalcycle or in a trailer which is towed by a pedalcycle. If the passenger is a minor weighing forty (40) pounds or less, the carrier shall have adequate provision for retaining the minor in place and for protecting the minor from the moving parts of the pedalcycle.
- h. Clinging to Vehicles Prohibited. No person riding upon any pedalcycle shall attach the same or himself to any moving vehicle upon a street for the purpose of being pulled along with the moving vehicle.
- i. Carrying Articles. No person operating a pedalcycle shall carry any package, bundle or article which prevents the driver from keeping at least one hand upon the handlebars or which obstructs the driver's vision.
- j. Improper Riding, Trick Riding, Racing.
  - (1) No person operating a pedalcycle or EPAMD as may be permitted by this chapter from a street, sidewalk or designated bicycle/pedalcycle and/or motorized-driven cycle or motorized cycle path shall participate in any race, speed or endurance contest, unless such race or endurance contest has the written permission of the Town of Bloomsburg and is under the supervision of the Town of Bloomsburg Police.
  - (2) No person riding or operating a pedalcycle shall perform any acrobatic, fancy or stunt riding upon any street, sidewalk or bicycle/pedalcycle path unless it is an organized activity approved by the Town of Bloomsburg and under the

supervision of the Town of Bloomsburg Police.

k. Obedience to Traffic Control Devices.

- (1) All drivers operating a pedalcycle shall obey the instructions of official traffic-control devices applicable to vehicles, unless otherwise directed by a police officer or any appropriately attired person authorized to direct, control or regulate traffic.
- (2) Whenever authorized signs are erected indicating that no right, left, or "U" turn is permitted, no driver of a pedalcycle shall disobey the direction of any such sign, except where such person dismounts from the pedalcycle to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians.
- (3) Whenever authorized signs are erected, either permanently or temporarily, indicating that a road is closed all drivers of pedalcycles must dismount and travel through such areas on foot, thereby abiding to all laws and ordinances regulating pedestrian traffic unless it is an organized pedalcycle activity approved by the Town of Bloomsburg and under the supervision of the Town of Bloomsburg Police.
- (4) Pedalcycles may be walked subject to all provisions of law applicable to pedestrians.

l. Stopping, Turning, Signaling.

- (1) No pedalcycle driver shall suddenly stop, slow down or turn without giving an arm signal required by State law for the operation of motor vehicles. The proper arm signals are as follow:
  - (a) For a left turn, the hand and arm shall be extended horizontally.
  - (b) For a right turn, the hand and arm shall be extended upward or a rider may also signal a right turn by extending the right hand and arm horizontally.
  - (c) To stop or decrease speed, the hand and arm shall be extended downward.
- (2) Every person riding or operating a pedalcycle intending to turn right at an intersection, shall approach the turning point in the line of traffic nearest the right-hand curb of the street.
- (3) Every person riding or driving a pedalcycle intending to turn left at an intersection, shall approach the point of turning in the line of traffic nearest to the center of the street. The pedalcycle driver, in turning left at an intersection, shall pass to the left of the center of the intersection before turning, unless otherwise directed by markers, buttons or signs, except upon one-way streets. At intersections where traffic is moving in opposite directions, if it is not safe for pedalcycles to make turns, as mentioned above, the pedalcycle driver shall stay in the right-hand lane and ride to the opposite corner, then dismount and walk the pedalcycle to the left-hand corner and proceed. Left-hand turns may also be made by riding to the opposite corner and then turning left and riding in normal riding position. Crosswalks shall be used when walking a pedalcycle through an intersection.

m. Parking

- (1) A person may park a pedalcycle on a sidewalk, unless prohibited or restricted by an official traffic control device. A pedalcycle parked on a sidewalk shall not impede the normal and reasonable movement of pedestrian or other traffic.
  - (2) No person shall chain or secure a pedalcycle to any Town stop sign, parking sign or any other official sign, nor any Town trees or parking meters.
  - (3) Bicycle/pedalcycle racks are to be used, where available. No person shall chain or secure a Pedalcycle to a bicycle/pedalcycle rack within a street right- of-way in excess of 72 hours. No person shall chain or secure a bicycle to a bicycle/pedalcycle rack in a municipal parking facility in excess of 30 days.
  - (4) A pedalcycle may be parked on the street at any angle to the curb or edge of the street at any location where parking is allowed in the Town.
  - (5) A pedalcycle may be parked on the street abreast of another pedalcycle near the size of the street at any location where parking is allowed.
  - (6) A person shall not park a pedalcycle on a street in such a manner as to obstruct the movement of a legally parked motor vehicle.
- n. Owner's Consent to Operate. No person shall intentionally take or ride a pedalcycle without the consent of the owner.
- o. Helmets.
- (1) A person under the age of 12 years of age shall not operate a pedalcycle or ride as a passenger on a pedalcycle unless the person is wearing a pedalcycle helmet meeting the standards of the American National Standards Institute, the American Society for Testing and Materials, The Snell Memorial Foundation's Standards for Protective Headgear for Use in Bicycling or any other nationally recognized standard for pedalcycle helmet approval. This subsection applies to any person who rides:
    - (a) Upon a pedalcycle while in a restraining seat attached to a pedalcycle; or
    - (b) In a trailer towed by a pedalcycle.
  - (2) Notwithstanding any other provisions of law, any violation of subsection (1), above, is punishable by a fine, including all penalties, assessments and court costs imposed on the convicted person not to exceed \$25.00. The parent or legal guardian having control or custody of a person under 12 years of age whose conduct violates this subsection shall be jointly and severally liable with the person in the amount of the fine imposed.
  - (3) As used in this subsection, the term "wearing a pedalcycle helmet" means having a pedalcycle helmet of good fit fastened securely upon the head with the helmet straps.
- p. Operation of Pedalcycle with Electric Assist. No person under 16 years of age shall operate a pedalcycle with electric assist on any street in the Town.

### **§ 3-103. Safety Equipment Required.**

- a. Every pedalcycle and EPAMD when in use between sunset and sunrise, shall be equipped on the front with a lamp which emits a white light intended to illuminate

the pedalcycle and/or EPAMD's operator's path and visible from a distance of at least 500 feet to the front, red reflector facing to the rear, and an amber reflector on each side. Operators of pedalcycles and/or EPAMD's may supplement the required front lamp with a white flashing lamp, light-emitting diode or similar device to enhance their visibility to other traffic and with a lamp emitting a red flashing lamp, light-emitting diode or similar device visible from a distance of 500 feet to the rear.

A lamp, or lamps, may be worn by the operator of a pedalcycle, or EPAMD and shall be deemed to comply with the requirements of this section if the lamp(s) can be seen at the distances specified.

- b. Every pedalcycle shall be equipped with a braking system which will stop the pedalcycle within 15 feet from an initial speed of 15 miles-per-hour on a dry, level and clean pavement.

### **§3-104. Compliance with Pennsylvania Motor Vehicle Code**

Any person operating a pedalcycle, motorized pedalcycle and/or motor-driven cycle in the Town shall do so strictly in accordance with the Pennsylvania Motor Vehicle Code, including, without limitation 75 Pa. C.S. §3501 et. seq. as the same may be changed or amended from time to time.

### **§ 3-105. Penalties and Enforcement.**

Any person shall, upon conviction thereof for violation of this ordinance, be sentenced to pay a fine not to exceed \$50 and costs of prosecution. This Ordinance shall be enforced by the Town of Bloomsburg Police Department.

### **§ 3-106. Impounding and Sale of Pedalcycles.**

Whenever any pedalcycle is impounded for violation of these ordinances or violations under the Pennsylvania Vehicle Code and not reclaimed by the legal owner or custodian, it shall be held by the Town of Bloomsburg Police for a period not less than 90 days before disposal. Similarly, any pedalcycle found or turned into the Town of Bloomsburg Police as abandoned property will be held for a period not less than 90 days before disposal. Any pedalcycle held by the Town of Bloomsburg Police and not reclaimed by the legal owner may be sold at public auction or destroyed after 90 days.

### **§3-107. Pedalcycle Paths and Pedalcycle Lanes.**

The Town shall have the right, from time to time to designate pedalcycle paths and pedalcycle lanes within the Town.

### **§3-108. Rule and Regulations.**

The Town shall have the right to adopt rules and regulations with respect to the operation of pedalcycles within the Town, including without limitation, on pedalcycle paths and pedalcycle lanes. Any rules and regulations adopted shall be enforceable under this ordinance.

### **§ 3-107. Repealer.**

This Ordinance shall repeal Chapter 3, Part 1 of the Code of the Town of Bloomsburg in its entirety and be effective five (5) days after its adoption by the Town of Bloomsburg Council.

**ORDAINED AND ENACTED** into law by the Bloomsburg Town Council in lawful session assembled this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

**Attest:**

\_\_\_\_\_  
Lisa Dooley, Secretary

**TOWN OF BLOOMSBURG**  
\_\_\_\_\_  
Justin Hummel, Mayor