

**BLOOMSBURG TOWN COUNCIL MEETING
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)
MONDAY, FEBRUARY 26, 2024, 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 February 12, 2024 from 8:52 p.m.- 9:09 p.m. regarding a code legal matter.

-The March 11th Council meeting will not have a set time of 7 p.m. The meeting will follow the public hearing for the zoning rehaul set for 6 p.m. that evening.

Citizens to be heard.

Approval of the Council minutes from the February 12, 2024 meeting.

1. DEPARTMENT REPORTS.

A. Fire report.

2. ADMINISTRATIVE FINANCE COMMITTEE – Justin Hummel

A. Approval of the Agreement Between the Town of Bloomsburg and The United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC on behalf of Local Union 1928-06 2024-2026. Note: Exhibit A & B will be added to the signed version.

B. Approval of retaining the following pool employees.

- i. Colleen Tarantino- pool coordinator- \$18 per hour
- ii. Rachel Heggenstaller- headguard- \$16 per hour
- iii. Nicholas Madey-headguard- \$16 per hour
- iv. Nora Fritz- headguard- \$16 per hour
- v. Janelle Surkin- pool consultant- \$20 per hour
- vi. Ronald Pratt- pool consultant- \$20 per hour

C. Approval to extend the probationary period of Robert Moyer for one month from 3/5/2024 to 4/5/2024.

D. Approval of a quote from Atlantic Tactical in the amount of \$18,742.80 for weapons for the Police Department. Note: Council pre-approved \$18,407.20 on 11/13/2023 less the trade in value. Per Chief Price we are anticipating 20 quantity Glock Model 21 Generation 4 at \$294= \$5,880. One additional pistol will be reimbursed by BPBA at \$469 for a retirement.

- E. Approval to sell 20 quantity Glock Model 21 Generation 4 in the amount of \$294.
- F. Approval of voiding the civil service list pending the outcome of Anderson (March 1st by 10 a.m. request).
- G. Approval of moving forward with a new civil service search pending the outcome of Anderson (March 1st by 10 a.m. request).
- H. Approval of entering into two termination agreements with Journey Bank for the sweep accounts (general and recycling).
- I. Approval of entering into an agreement regarding public deposits with Journey Bank.
- J. Approval of closing the two sweep accounts (general and recycling) with Journey Bank.
- K. Approval of adjusting eight bank accounts to platinum prime.
- L. Approval of converting all accounts within the sweep accounts to platinum prime. Creating two new accounts due to the transition of Act 72.

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

- A. Recommendation to not have lights at the tennis court from the February 6th meeting. Note: it was discussed that it can be added to the bid as an alternate if there is funding remaining.
- B. Approval of a professional service agreement with LIVIC Civil.

4. **COMMUNITY & ECONOMIC DEVELOPMENT/ PUBLIC SAFETY COMMITTEE- Toni Bell**

- A. Approval to award bid to Peters Consultants, Inc. in the amount of \$13,790 for the elevation FMA-Swift project located at 334 E. 9th Street. Note: Geralee Zeigler has confirmed that the excess of \$490 will now be covered under the grant. If any additional work is needed due to errors, the Town will not be paying those billable hours. Project timeline: intention to advertise construction by May/ June of 2024 and construction by the end of December 2024.
- B. Update on the Code Blue Alert.
- C. Update on the condemned properties in Town.

- D. Approval to appoint Andrew Augustine to the Flood Task Force.
 - E. Recommendation from the Planning Commission to grant a 90-day extension for the Gillespie Park Land Development project to allow ample time to resubmit Phase I of the land development project for review.
 - F. Recommendation from the Planning Commission to waive the requirement for financial security for Phase I of the Gillespie Park Land Development project, contingent on revisions and the plans being reviewed and approved by Greg Haas of Keystone Consulting Engineers.
 - G. Recommendation from the Planning Commission to grant the following waiver requests for the Steve Shannon Warehouse addition Land Development project.
 - 1. A waiver is being requested to allow preliminary/final land development plans to be submitted, (22-404(A) – Preliminary Plan).
 - 2. A waiver is being requested to allow expansion joint material to be 3/8" instead of 1.5" in thickness, (22-706(E) – Expansion Joint Thickness.).
 - 3. A waiver is being requested to allow the proposed basins bottom to be flat in order to promote natural ground infiltration, (22-803.3.(J) – Basin Bottom Slope).
5. **TECHNOLOGY COMMITTEE- Justin Hummel**
- A. Upon recommendation from the Committee a quote from NorthEastern Automated Technologies, Inc. for cameras for the Town Park was requested. Note: Chief Price and John Fritz met with Ron Zumerling on 2/23/2024.
 - i. Approval of a quote from NorthEastern Automated Technologies, Inc. in the amount of \$1,725.60 for the Town Park bathrooms located by the ball fields.
 - ii. Approval of a quote from NorthEastern Automated Technologies, Inc. in the amount of \$1,555.68 for the Town Park bathrooms located at the bandshell.
 - iii. Only select one option below for consideration to approve.
 - 1. Approval of a quote from NorthEastern Automated Technologies, Inc. in the amount of \$4,939.17 for the Town Pool. Note: This option will allow 4 additional cameras in the future.
 - 2. Approval of a quote from NorthEastern Automated Technologies, Inc. in the amount of \$4,317.84 for the Town Park. Note: This option has no room for additional cameras in the future.

March 11, 2024

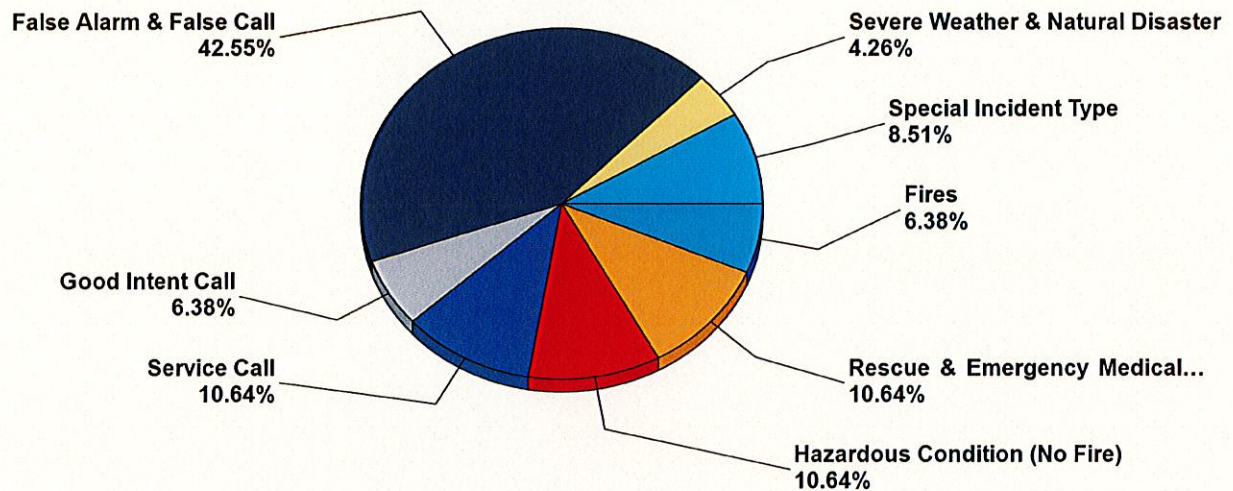
Bloomsburg Volunteer Firefighters Relief Association

Bloomsburg, PA

This report was generated on 2/14/2024 4:21:43 PM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2024 | End Date: 01/31/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	6.38%
Rescue & Emergency Medical Service	5	10.64%
Hazardous Condition (No Fire)	5	10.64%
Service Call	5	10.64%
Good Intent Call	3	6.38%
False Alarm & False Call	20	42.55%
Severe Weather & Natural Disaster	2	4.26%
Special Incident Type	4	8.51%
TOTAL	47	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.



12A-2

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	4.26%
132 - Road freight or transport vehicle fire	1	2.13%
311 - Medical assist, assist EMS crew	1	2.13%
353 - Removal of victim(s) from stalled elevator	4	8.51%
412 - Gas leak (natural gas or LPG)	2	4.26%
413 - Oil or other combustible liquid spill	1	2.13%
424 - Carbon monoxide incident	1	2.13%
445 - Arcing, shorted electrical equipment	1	2.13%
511 - Lock-out	1	2.13%
520 - Water problem, other	1	2.13%
522 - Water or steam leak	1	2.13%
550 - Public service assistance, other	1	2.13%
551 - Assist police or other governmental agency	1	2.13%
611 - Dispatched & cancelled en route	1	2.13%
651 - Smoke scare, odor of smoke	2	4.26%
710 - Malicious, mischievous false call, other	3	6.38%
733 - Smoke detector activation due to malfunction	4	8.51%
735 - Alarm system sounded due to malfunction	1	2.13%
743 - Smoke detector activation, no fire - unintentional	11	23.4%
745 - Alarm system activation, no fire - unintentional	1	2.13%
813 - Wind storm, tornado/hurricane assessment	2	4.26%
900 - Special type of incident, other	4	8.51%
TOTAL INCIDENTS:	47	100%

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



Bloomsburg Volunteer Firefighters Relief Association



1A-3

Bloomsburg, PA

This report was generated on 2/14/2024 4:24:05 PM

Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 01/01/2024 | End Date: 01/31/2024

PERSONNEL	COUNT	PERCENTAGE
<u>Adams , Dave</u>	1	2.13 %
<u>Barton , Todd</u>	12	25.53 %
<u>Bergenstock, Caden</u>	2	4.26 %
<u>Beyer , Mike</u>	7	14.89 %
<u>Blass, Brad</u>	3	6.38 %
<u>Cox, Tanner</u>	24	51.06 %
<u>Dove, Richard</u>	8	17.02 %
<u>Greenjack , Steve</u>	21	44.68 %
<u>Haggerty, Michael</u>	27	57.45 %
<u>Hall, Chris</u>	19	40.43 %
<u>Harner , Gary</u>	30	63.83 %
<u>Hess, Robert</u>	7	14.89 %
<u>Hillman , Ken</u>	8	17.02 %
<u>Kile , Dan</u>	6	12.77 %
<u>Kile , Elizabeth</u>	4	8.51 %
<u>Knelly , Charles</u>	3	6.38 %
<u>Kuhar , Dennis</u>	3	6.38 %
<u>Mahon , John</u>	18	38.30 %
<u>McBride , Scott</u>	17	36.17 %
<u>Reynolds , Jason</u>	8	17.02 %
<u>Reynolds, Lukas</u>	17	36.17 %
<u>Rubendall, Mike</u>	1	2.13 %
<u>Schaeffer , Richard</u>	2	4.26 %
<u>Snyder , Tom</u>	4	8.51 %
<u>Szkodny, Cooper</u>	8	17.02 %
<u>Thomas, Cael</u>	1	2.13 %
<u>Trelease, Charles</u>	3	6.38 %
Sum of Individual Responses	264	
Total Incidents for Date Range	47	

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



emergencyreporting.com
Doc Id: 274
Page # 1 of 1

AGREEMENT BETWEEN
THE TOWN OF BLOOMSBURG
AND
THE UNITED STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO-CLC
ON BEHALF OF LOCAL UNION 1928-06
2024 – 2026

INDEX

	Cover Page	1
	Index 1	2
	Index 2	3
Article 1.	Agreement	4
Article 2.	Coverage	4
Article 3.	Recognition	4
Article 4.	Union Shop	4
Article 5.	Check Off	5
Article 6.	Disputes and Grievances	5
Article 7.	Work Week	6
Article 8.	Overtime	7
Article 9.	Recall	7
Article 10.	Introductory Period	7
Article 11.	Payroll	8
Article 12.	Sick Leave	8
Article 13.	Sick Leave at Retirement	8
Article 14.	Pension	9
Article 15.	Longevity	10
Article 16.	Vacation Policy	10
Article 17.	Holidays with Pay	12
Article 18.	Footwear Allowance	12
Article 19.	Promotion	12
Article 20.	Bereavement Leave	13
Article 21.	Leave of Absence	13
Article 22.	Medical Insurance	13
Article 23.	Health And Vision Care	15
Article 24.	Disability Insurance	15
Article 25.	Life Insurance	15
Article 26.	Affirmation Action Policy	15
Article 27.	Sexual Harassment	16
Article 28.	Maternity/ Paternity Leave	16
Article 29.	Military Leave	16
Article 30.	Jury Duty	17
Article 31.	Consolidation Omnibus Reconciliation Act (COBRA)	17
Article 32.	Your Rights Under the Family and Medical Leave Act (FMLA) of 1993	17
Article 33.	Seniority	19
Article 34.	Commercial Drivers License	20
Article 35.	Wages	20
Article 36.	Worker's Compensation	20
Article 37.	Omnibus Transportation Employee Testing Act Policy Statement	21
	Drug And/ Or Alcohol Test Consent	25

INDEX 2

	CDL Drug And Alcohol Testing	26
Article 38.	Management Rights/ Subcontracting	27
Article 39.	Term of Agreement	27
	Signature Page	28
	Exhibit A	29
	Exhibit B	30

ARTICLE 1. AGREEMENT

- 1.1 This Agreement dated this [REDACTED] is entered into by and between the Town of Bloomsburg, or any of its successors or assigns (hereinafter referred to as the "Employer" or "Town" and the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC on behalf of its Local Union 1928-06 (hereinafter referred to as "Union").
- 1.2 Whereas, it is the intent and purpose of the Employer and the Union that this Agreement shall promote industrial and economic provisions with respect to wages, hours of work, and conditions of employment covering employees of the Employer, and
- 1.3 Whereas, it is expected that the representatives of both parties to the Agreement shall represent, in all their dealings, the cooperative spirit of the Agreement and shall be leaders in promoting the amity and spirit of goodwill which is the purpose of this Agreement to establish.
- 1.4 Now, therefore, in consideration of the promises and the mutual agreements of the parties hereinafter set forth, the employer and the Union agree as follows:

ARTICLE 2. COVERAGE

- 2.1 The following class of employees covered under the terms of this agreement shall be as follows: Regular Full-Time Employee – any blue-collar nonprofessional public works and recycling center employee who work forty (40) hour per week for fifty-two (52) weeks per year.
- 2.2 Regular Part-Time Employee – any blue-collar nonprofessional public works and recycling center employee who works a minimum of thirty-two (32) hours per week for fifty-two (52) weeks per year.
- 2.3 The above excludes management lead employees, supervisors, first level supervisors, casual employees, seasonal employees, confidential employee's and guards as defined in the Act.

ARTICLE 3. RECOGNITION

- 3.1 The Town recognizes the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC its Local Union 1928-06 as the sole collective bargaining agency of all the above covered employees.
- 3.2 The Town recognizes and will not interfere with the right of its employees to become members of the Union.

ARTICLE 4. UNION SHOP

- 4.1 The Town shall notify present employees, new applicants, new applicants for work and old employees who return to work that the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC is the sole bargaining agency and that membership in the Union is a condition of employment.

- 4.2 As a condition of their continued employment, each employee within the bargaining unit on the active date of this Agreement shall, no later than thirty (30) days after ratification of this Agreement or thirty (30) days after their hiring, become and remain for the duration of their employment, a member in good standing in the Union (which is herein defined to include the payment of all dues and assessments up to the current month).

ARTICLE 5. CHECK OFF

- 5.1 The Town agrees to deduct from the wages of such members in accordance with the expressed terms of the signed Check Off Authorization Cards, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in the amounts as designated by the Union. Said deductions shall be made out of the first payroll period of each month and immediately forwarded to the Union.
- 5.2 A check-off list shall accompany the deductions setting forth the name and amount of dues, initiation fees, and a copy of said deduction list shall be forwarded to the regional office and the Financial Secretary of the Local Union. The Union shall furnish the reporting forms.

ARTICLE 6. DISPUTES AND GRIEVANCES

- 6.1 A grievance shall mean any disagreement or claim that relates to the meaning, application or alleged breach of any of the terms of this agreement. A grievance may be initiated by the Local Unit President. All grievances must be processed in the following manner.

STEP ONE: The Unit President shall present the written grievance to the Director of Public Works or Director of Recycling within five (5) business days of the occurrence of the basis for the grievance. The Director of Public Works/ Director of Recycling shall have ten (10) business days after the grievance was presented to settle the matter. If no settlement is reached, the grieving party may, within five (5) business days, appeal to

STEP TWO: The grievance shall be referred to the Town Manager/Secretary/Treasurer, who shall answer in writing within ten (10) business days. If no settlement is reached within five (5) business days of the direction of full Council, the grieving party may appeal.

STEP THREE: The Unit President shall discuss the matter with the Staff Representative of the International Union and they shall, within ten (10) business days after receiving the Town's reply in Step 2, meet with appropriate Town representatives for discussion and settlement of the grievance. The Town shall give the Staff Representative of the International Union and the Local Union its decision on the grievance in writing within five (5) business days after the meeting.

STEP FOUR: All disputes not settled pursuant to the procedures listed in this Article, the Grievance may be referred to arbitration by notice given to the Town by the Union within ten (10) days after the conclusion of Step Three (3) of the Grievance Procedure. Such notice shall be in writing, setting forth the matter in dispute and relief requested.

It is not the function or right of the Town or any of its designees, or any Local Union and its officers or the officers of the International Union, to change this Contract.

All grievance settlements involving pay will be made as soon as possible, but no later than fourteen (14) business days from the date of the settlement. However, an additional period of time will be granted in the event of unusual or extenuating circumstances.

Timeframes described in the steps of the Grievance Procedure may be extended upon mutual agreement between the Town and the Union.

- 6.2 **ARBITRATION:** All disputes not settled pursuant to the procedure set forth in Article 6, Grievance Procedure, may be referred to arbitration by notice given to the Company by the Union within ten (10) business days after the conclusion of Step Three (3) of the Grievance Procedure. Such notice shall be in writing, setting forth the matter in dispute and relief requested.

The notice shall also be sent by the party initiating Arbitration to the Federal Mediation & Conciliation Service requesting that within seven (7) business days of the receipt of such notice an identical list of arbitrators containing an odd number of not less than seven (7) arbitrators, all of whom must be members of the National Academy of Arbitrators, be sent to the Town and the Union. After receipt of the list of arbitrators from the Federal Mediation & Conciliation Service, the Town designated representative and the Staff Representative of the International Union or designated representative shall alternately strike one name from the list of arbitrators supplied until only one name remains. The arbitrator whose name remains shall be the arbitrator in the case involved. The right to strike the first name shall be determined by lot. In the conduct of the arbitration hearing, the applicable provisions of the Arbitration Policies and Procedures of the Federal Mediation & Conciliation Service shall control.

The Union and the Town may mutually agree to request a panel of arbitrators from the American Arbitration Association rather than using the services of the Federal Mediation & Conciliation Service.

The arbitrator shall not have authority to alter, modify, add to or subtract from any of the terms or provisions of this Agreement.

The decision of the arbitrator shall be final and binding on the Town and the Union.

Regardless of the outcome of any matter submitted to arbitration, the cost of such arbitration shall be limited to the arbitrator's salary and expenses and shall be borne equally by both parties. Charges for stenographic fees and expenses shall be borne by the parties ordering such services.

ARTICLE 7. WORK WEEK

- 7.1 Regular full-time Public Works and Recycling employee's workweek shall consist of forty (40) hours per week, Monday through Friday, eight hours of work per day. The preceding sentence does not apply for overtime hours. If an employee's scheduled work hours fall outside the normal 7:00 a.m. to 3:30 p.m. shift, a shift differential of fifty (.50) cents per hour for the hours outside of the 7:00 a.m. to 3:30 p.m. will be paid. If an employee's hours fall outside the normal shift and was not scheduled the previous work day by 3:30 p.m., the employee will receive time and one-half ($1\frac{1}{2}$) their regular rate of pay for the hours worked outside the normal working hours of 7:00 a.m. to 3:30 p.m.
- 7.2 The Parties acknowledge that the Town possesses the right to assign work to all members of the Unit and, as such, both Public Works and Recycling personnel may be assigned to perform any tasks and any job assignments which the Town believes that an individual employee is qualified to perform.

ARTICLE 8. OVERTIME

- 8.1 Regular full-time employees will receive time and one half (1 ½) the regular hourly rate of pay for any time worked over forty hours per week. Overtime pay will not be pyramided. All personal leave, vacation days, sick leave and bereavement leave shall be considered as hours works during the pay period. The Town will attempt to give reasonable notice to the employee when overtime is to be worked; however, during emergencies, advanced notice will not be given. Overtime will be divided equally be seniority within the bargaining unit, except the present practice of snow plowing will remain the same.
- 8.2 Non bargaining unit employees may perform unit overtime work as long as a bargaining unit employee is added to the work crew at the beginning of the overtime period. Non bargaining unit employees may perform snow plowing overtime as long as all bargaining unit employees are working.
- 8.3 When a regular full-time employee works five (5) or more hours of overtime in one day, they shall be entitled to up to a twenty (\$20.00) meal allowance upon proof of food purchase.
- 8.4 The Supervisor will post the overtime schedule and update this on a regular basis.
- 8.5 Recycling Center employees will be paid one and one half (1 ½) time of work over 40 hours.

ARTICLE 9. RECALL

- 9.1 If a regular full-time employee is re-called after leaving work, such employee will be entitled to a minimum of three (3) hours pay at one and one half (1 ½) base wage. Recall hours begins at 3:31 p.m. and continue through 6:59 a.m.
- 9.2 If the employee works more than three (3) hours, they will receive four (4) hours pay at one and one half (1 ½) base wage.
- 9.3 The overtime list will be used for all recalls. The Parties agree to use the same overtime rotation (presently based on overtime hours accrued to date) presently in place for calling individuals out for overtime assignments. Volunteering for overtime shall not disadvantage employees from overtime assignments via rotation.
- 9.4 The Town will use its best efforts to notify individuals about call outs in advance. If individuals are not available the Town may mandate employees using the overtime rotation presently in place. If the Town exhausted the call out procedure and cannot mandate enough employees, it may use any employees or other resources to perform the work.

ARTICLE 10. INTRODUCTORY PERIOD

- 10.1 It is agreed that the introductory period for new employees is six (6) months.

ARTICLE 11. PAYROLL

- 11.1 All members of the bargaining unit will receive their pay be direct deposit.

ARTICLE 12. SICK LEAVE

- 12.1 As a regular full-time employee, you will earn eighteen (18) workdays of sick leave per year (one and one half (1 ½) days per month. Accrued at the end of the month.
- 12.2 All employees hired after January 1, 2011 will be eligible for sick leave as follows: During the first year of employment, he/she will accrue one half-day (1/2) per month. During the second year of employment, he/she will accrue one (1) sick day per month. Following the successful completion of two (2) years of service, he/she will accrue one and one half (1 ½) sick days per month of active service.
- 12.3 Sick time may be used at any increment of time, provided it is for any type of medical/dental reason, with as much reasonable prior notice as possible and with the prior approval of the department supervisor.
- 12.4 Regular full-time employees will be compensated for sick leave days over 180 at the end of the calendar year. Compensation will be based on the following formula:
Total sick leave hours over 180 days X rate for calendar year X 30%.
- 12.5 There shall be no sick leave buyback for employees hired after 1/1/2018. If an employee hired after 1/1/2018 reaches 180 days, the balance going into the next calendar year will reset at 180 days. During the calendar year, the employee can reach up to 1,584 hours.
- 12.6 Up to 24 hours of accrued sick leave per year may be used by the employee for their immediate family when the employee is required to remain at home/ take member to health-related appointment. No doctor's note is needed for this time off.
- 12.7 If an employee is out for their own health for three (3) consecutive days, the fourth day would require a sick note from a medical provider upon returning back to work.
- An employee cannot take sick time without a medical note directly before or after a given holiday. If the employee cannot produce the medical note, they will not get paid the holiday.

ARTICLE 13. SICK LEAVE AT RETIREMENT

- 13.1 There shall be no sick leave buyback for employees hired after 1/1/2018.
- 13.2 Regular full-time employee hired before January 1, 2005 who retires with the minimum vested years for pension requirements, shall be paid for their unused sick leave at the rate of 50% of their accumulated sick days (maximum 180 days). If the retirement date is during the year, the calculation will include all earned accrual of sick time past the 180 days.
- 13.3 Regular full-time employees hired after January 1, 2005 but before 1/1/2018 who retires with the minimum vested years for pension requirements shall be paid for their unused sick leave at the rate of 50% of their accumulated sick days (maximum 130 days). If the retirement date is during the year, the calculation will include all earned accrual of sick time past the 180 days.
- 13.4 Employees hired after 1/1/2018 shall have no payout at retirement.

- 13.5 Employees hired after 1/1/2018 are not eligible to utilize sick time as a means to extend the last day of employment.
- 13.6 Any regular full-time employee that qualifies for retirement benefits, as stated above, may use this 50% of their accumulated sick leave prior to their retirement date or may instead select to receive a check for this sick leave reimbursement on their retirement date.
- 13.7 Should an employee choose to use his/her accrued but unused sick leave prior to retirement, it must be utilized within the same calendar year as his/her actual retirement.
- 13.8 Any individual who elects to receive payment for his/her accrued but unused sick leave will be paid in the pay period following his/her date of retirement. Any individual who retires on December 31st, will receive his/her check in the following pay period.
- 13.9 The purpose of this section is to clarify utilization and/or payment of accrued but unused sick leave at retirement. It is not intended to deprive any individual of his or her accrued but unused sick leave upon retirement.

ARTICLE 14. PENSION

- 14.1 All regular full-time employees become a member of the Pension Plan upon hiring. The Town will not require members to contribute to the Pension Plan, however, the Town shall have the right to reopen this Collective Bargaining Agreement should actuarial evidence indicate the pension fund does not have sufficient funds to permit a full waiver of employee's contributions. In order to trigger the plan to be reopened, the Town must notify the Union in writing of its intent to reopen no later than July 1st of the year for negotiation to begin.
- 14.2 The amount of pension you receive upon retirement will depend on your length of service with the Town and the average of your annual base salary for your final three salary years. Vesting period is five years.
- 14.3 To be eligible for a pension you must be sixty-five (65) years of age and have five (5) years of service or be sixty (60) years old with fifteen (15) years of service.
- 14.4 Regular full-time employees will be provided with a copy of the annual financial report on the pension fund and actuarial report each year. All other pension plan documents will be made available upon request. A bargaining unit employee will be a member of the pension committee.
- 14.5 For employees hired prior to 1/1/2022 the formula is: years of service * .015 * average pay for the last 36-month period of work.
- 14.6 Any employee hired 1/1/2022 or after will receive 7% of each year's annual base wage. The employee will be eligible for a pension if they have five (5) years of service or be sixty years old with fifteen (15) years of service.

ARTICLE 15. LONGEVITY

- 15.1 All regular full-time employees of the Town who have completed four (4) years of continuous service shall receive a longevity payment as set forth in the chart. The maximum longevity pay shall be one thousand and two hundred and twenty dollars (\$1,220.00).

YEAR	INCREMENT
4 TH YEAR	\$200
5 TH YEAR	\$300
6 TH YEAR	\$400
7 TH YEAR	\$500
8 TH YEAR	\$600
9 TH YEAR	\$820
10 TH YEAR	\$920
11 TH YEAR	\$1,020
12 TH YEAR	\$1,120
13 TH YEAR	\$1,220

- 15.2 The longevity is to be paid on the employee's anniversary date. If the employee who qualifies for longevity, retires or leaves the Town employment other than on their anniversary date, the longevity will be pro-rated for the current year.

ARTICLE 16. VACATION POLICY FOR FULL TIME NON-EXEMPT EMPLOYEES (HOURLY)

- 16.1 Your vacation time will depend on your length of service with the Town. At the time of hire, you will receive 40 hours of pro-rated time based on your hire date. Approval for the scheduling of vacations rests with your supervisor who will, in making the decision, take into account the wishes of the employee, seniority and the management of the work force.
- 16.2 Vacation time is based on your date of hire and accrued in the following manner for full time hourly employees. The first year as shown below, starts with the second calendar year (1/1- 12/31) of employment. Vacation is available for usage at 1/1.

Years of Full-Time Service	Days of Vacation
First Year	Ten Days
Second	Ten Days
Third	Eleven Days
Fourth	Eleven Days
Fifth Year	Twelve Days
Sixth Year	Twelve Days

Seventh Year	Thirteen Days
Eighth Year	Thirteen Days
Ninth Year	Fourteen Days
Tenth Year	Fourteen Days
Eleventh Year	Fifteen Days
Twelfth Year	Sixteen Days
Thirteenth Year	Seventeen Days
Fourteenth Year	Eighteen Days
Fifteenth Year	Nineteen Days
Sixteenth Year	Twenty Days

- 16.3 Up to forty hours of unused vacation hours can be carried over to the next year and must be utilized prior to January 31st. The time taken will be paid out at the prior year's rate. You will be compensated for unused pro-rated vacation time if you terminate your employment with at least a two-week notice (10 working days) of termination.
- 16.4 Employees will be reimbursed for unused vacation days (up to but not exceeding forty hours) as of December 31st. Employees must work through December 31st to receive this payout and must notify their supervisor of their intent prior to December 31st.
- 16.5 You will be compensated for unused vacation time if you terminate your employment with at least two (2) weeks' notice of termination. Upon termination, if you have taken vacation in excess of your entitlement, the difference will be deducted from your pay.
- 16.6 It is hoped it will never be necessary, but unusual or emergency situations may require your supervisor to recall you to work during your scheduled vacation. If this happens, arrangements as to the scheduling of the remainder of your vacation will be made with your supervision.
- 16.7 Regular full-time employees will be reimbursed for unused vacation days (up to but not to exceed five (5) days) at the end of the calendar year.
- 16.8 Vacation days will be capped at twenty (20) days.
- 16.9 All earned and accrued time, whether vacation time or personal time, upon reasonable prior notice to his/her department's supervisor and with the prior approval of that supervisor, may be used in any increment.

ARTICLE 17. HOLIDAYS WITH PAY

17.1 The Town grants its regular full-time employees eleven (11) holidays per year plus an additional three days of personal leave.

New Year's Day	Martin Luther King Day	Presidents Day
Easter (Previous Friday) Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Day after Thanksgiving
Deer Day (Monday after Thanksgiving)	Christmas Day	Three Personal Days

17.2 Employee shall be compensated for eight hours for the observed holiday at their hourly rate.

17.3 You may on occasion be expected to work on a holiday/ observed holiday.

17.4 If employees are called for overtime on the observed holiday, the employee will be paid at the rates below. If the actual and observed holiday is the same day, the employee will be paid at the below rates.
\$70 per hour for the time you work in 2024
\$75 per hour for the time you work in 2025
\$80 per hour for the time you work in 2026

17.5 If employees are called for overtime on the actual holiday date (not the observed holiday), the employee will be paid at their overtime rate.

17.6 If you are absent from work for any unauthorized reason, or absent on leave without pay the day before or the day after a paid holiday, you will not be eligible for holiday pay.

ARTICLE 18. FOOTWEAR ALLOWANCE

18.1 Employees will receive up to \$200 in a calendar year (January 1- December 31st) reimbursed upon receipt for safety toe footwear.

ARTICLE 19. PROMOTION

19.1 New job opportunities will be posted on the Town's and Union's bulletin boards for a period of five (5) working days. If you have successfully completed your initial introductory period and have the qualifications necessary to perform the job, you are eligible to apply for the vacancy. If promoted, you will have to successfully complete a six (6) month introductory period.

19.2 Your application must be in writing and include your name and the vacancy for which you are applying.

19.3 The Supervisor in the work unit with the vacancy will fill the open position by company skills and abilities necessary to perform the job with the skills and abilities of each eligible applicant.

- 19.4 Employees applying for a position, will be jointly reviewed by a Town representative and the Unit President. If the Unit President is up for promotion, the union employee will select someone to sit in on the interview process. However, the final decision rests with Town Council. Should no active employees within the existing workforce apply for the position, the vacancy shall be offered to employees on lay-off prior to advertising the position in the local newspaper.

ARTICLE 20. BEREAVEMENT LEAVE

- 20.1 Time off shall start on one of the following occurrences: day of the loss of the loved one, day of the funeral, or day of the burial/ashes. The employee shall communicate to their supervisor what days are needed for bereavement leave. The Town will not ask for mandatory overtime during the consecutive days off. Holiday time off will not be counted towards the consecutive days off. Bereavement time will be used for a scheduled work day (including Saturdays and Sundays).
- 20.2 You are entitled to a maximum of three (3) paid bereavement days in the event of a death in your immediate family. Such bereavement leave must be used within a two-week time period from the date of the family member's passing. Please see your direct supervisor if you are requesting time outside of the two-week time period. "Immediate family" defined to include: an employee's parent, spouse, life partner or family member who lived with the employee at the time of death, child, stepchild, stepfather, stepmother, father-in-law, mother-in-law, brother, step-brother, sister, step-sister or an immediate blended family member or fiancé. If additional time is needed, you are also entitled to use up to 10 days of sick time.
- 20.3 You are entitled to one (1) day of bereavement leave, in the event of a death of a biological aunt, biological uncle, brother-in-law, sister-in-law, employee's grandparent or spouse's grandparent, niece or nephew, or grandchild. The day of leave must fall within a two-week time period from the date of passing. Please see your direct supervisor if you are requesting time outside of the two-week time period. If additional time is needed, you are also entitled to use up to 5 days of sick time.

ARTICLE 21. LEAVE OF ABSENCE

- 21.1 In certain circumstances, the Town will approve a leave of absence without pay for its regular full-time employees. The request for this leave must be made in writing to your supervisor who will submit it to the council for approval. Maximum leave of absence without pay is six months.
- 21.2 Medical insurance will be continued for twelve (12) weeks after and employee has received an approved leave of absence without pay from Council (see COBRA 403.1). When you are on leave of absence without pay, you are not eligible for any other benefits (except medical insurance for the designated twelve (12) week period) and sick time will not accrue. Seniority will continue to accrue while on unpaid leave.

ARTICLE 22. MEDICAL INSURANCE

- 22.1 Regular Full-Time employees hired prior to January 1, 2020 will be able to have medical insurance after ninety (90) days of employment, the Town will provide its Regular Full-Time employees with healthcare coverage to include employee and their dependent children, if any. This coverage will be for the first two years. During the first two years, employees may pay for additional coverage for their spouse. To add spousal coverage the

employee would pay 100% of the premium difference between the current plan elected. After two years of employment the Town will provides its Regular Full-time employees with Family coverage at the percentages set below.

- 22.2 The Town will not be obligated to provide spousal coverage for regular full-time employees hired after January 1, 2020. Medical insurance will begin after ninety (90) days of employment, the Town will provide its regular full-time employees with healthcare coverage to include employee and their dependent children, if any. After ninety (90) days, to add spousal coverage the employee would pay 100% of the premium difference between the current plan elected.
- 22.3 Union members will annually pay health care premiums divided equally across all regular paychecks in each contract year as follows. The contribution will increase if the health care premium increases, but shall not exceed a five percent (5%) growth from the previous year's cost for years 2024- 2026. The health care coverage is shown in Exhibit A.

YEAR	AMOUNT
1-1-2024	9% of premium
1-1-2025	9.5% of premium
1-1-2026	10% of premium

- 22.4 The Town shall not be required at any time to duplicate coverage for any employee or their spouse. The Town shall have the right to shop for other insurance plans and to make unilateral changes to healthcare provided the network and coverage are equivalent or better. Any change in healthcare will be discussed with the Union in advance of the Town making the change. The Town shall have the right to reopen this Collective Bargaining Agreement should premiums escalate at such a rate that prohibits the Town to underwrite the full cost of the medical insurance for new hires. In order to trigger the agreement to be reopened, the Town must notify the Union in writing of its intent to reopen no later than November 15th of the year for negotiation to begin. If the Federal Government Healthcare Legislation requires the Town to provide additional coverage or change coverage, which will increase the cost to the Employer, the parties agree to reopen this provision and negotiate concerning the additional cost.
- 22.5 Whenever an employee chooses to forgo coverage under the Town's medical insurance plan and decides to be covered under his or her spouse's medical insurance plan, the Town will provide that employee with a monthly payment of \$400.00 in addition to his or her wage rate. If the employee waives coverage, he/she must provide proof that he/she has healthcare coverage elsewhere.
- 22.6 Upon retirement (no earlier than age 60), the Town will continue to pay the premium of health care for all employees hired prior to January 1, 2008. If an employee resigns prior to age 60 they will need to wait until age eligible for the Town to pay for health care between age 60-65.
- 22.7 The retired employee shall be covered from age 60- 65 with the Town paying 100% of the employee single health care plan in that calendar year. The employee shall not pay anything to the Town for coverage (retired employee cost share is 0%).
- 22.8 Once reaching age 65, the employee will go on Medicare. The Town will provide a \$300 stipend each month to cover the gap insurance after age 65 and will be paid out quarterly to those that are retired. The retired employee will receive the proper IRS tax documents.

- 22.9 If an employee hired prior to January 1, 2008 is still actively working full time, the Town shall allow that employee to remain on the health care coverage plan with their elected plan subsequent to age 65 with all required health care deductions as shown in the medical section.

ARTICLE 23. HEALTH AND VISION CARE

- 23.1 The Town will reimburse its regular full-time employees who are enrolled on the insurance plan up to eight hundred fifty (\$850) dollars per year for any physical therapy, chiropractic service, dental care, physician's fee's prescription drugs, eyeglasses, contact lenses and eye exams of the employee and family. Total amount is not to exceed \$850.00 per year, per family.

ARTICLE 24. DISABILITY INSURANCE

- 24.1 Under the provision of the insurance program, a weekly disability benefit for regular full-time employees has been established and is payable under the conditions and subject to the provisions and regulations of the insurance carrier. The following information comes for the insurance plan:
- 24.2 Under the provision of the insurance program, a weekly disability benefit for regular full-time employees has been established and is payable under the conditions and subject to the provisions and regulations of the insurance carrier. If an employee is disabled and otherwise qualifies, benefits will be payable to the employee during each week of a payment period. A short-term disability payment period will normally begin on the eighth (8th) day of continuous disability. The benefit payable for each full week of a payment period will be 66 2/3 % of an employee's covered weekly compensation as of the date of disability starts with a minimum payment of \$50 and a maximum payment of \$250. A payment period will end twenty-six (26) weeks after the date it began if no other condition for benefit termination has occurred prior to that date. Additional information on this benefit is available upon request from the Administrative Office.

ARTICLE 25. LIFE INSURANCE

- 25.1. After the introductory period is satisfactorily completed, the Town provides group life insurance, for its regular full-time employees in the amount of \$15,000 without cost to the employees for the duration of their employment. Additional information on this benefit is available upon request from the Administrative Office. Life insurance will cease upon employee's termination, dismissal or retirement from the town's employment.

ARTICLE 26. AFFIRMATION ACTION POLICY

- 26.1 It is the policy of the Town to cooperate fully with federal and state legislation directed toward administering and enforcing statutes which deal with matters of fair employment, non-discrimination and affirmative action. The Town is committed to take affirmative action in employment decisions in compliance with the guidelines and requirements set forth by the Presidential Executive Order 11246. Included in these efforts are women, minorities, the handicapped, disabled veterans and veterans of the Vietnam era. Furthermore, the Town will provide equal employment to recruitment, hiring, promotion, wages, benefits, treatment during employment as well as other privileges and employment practices.

ARTICLE 27. SEXUAL HARASSMENT

- 27.1 Sexual Harassment, as stated by the Equal Employment Opportunity Commission, is prohibited under Title VII, Section 703, of the Civil Rights Act of 1964. The purpose of this policy is to provide a work environment free from all forms of sexual harassment or intimidation. It is against the policies of the Town for any employee, male or female, to sexually harass another employee by:
- a. Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's current or continued employment.
 - b. Making submission to or rejection of such conduct the basis for employment decisions affecting the employee.
 - c. Creating an intimidating, hostile or offensive working environment by such conduct. Any employee who believes that he or she has been subjected to sexual harassment should report the alleged act immediately to his or her supervisor, and a confidential investigation of any complaint will be undertaken immediately by an objective third party. The question of whether a particular action or incident is prohibited behavior or purely personal, social relationship without a discriminatory employment effect requires a determination based on all of the available facts in the matter. Any Town employee who is found to have engaged in sexual harassment of another employee will be subject to disciplinary action up to and including immediate discharge.

ARTICLE 28. MATERNITY/ PATERNITY LEAVE

- 28.1 Unpaid leave, exclusive from vacation or sick leave, may be granted to a regular full-time employee for maternity leave or paternity leave. Any request from such a leave must be made in writing to the Town Manager at least two weeks prior to taking of such leave. Any disability caused by pregnancy and related conditions will be treated the same as non-pregnancy related medical disabilities.
- 28.2 The Town will hold open, up to twelve (12) weeks the position of any regular full-time employee who received approved maternity or paternity leave. Maternity/paternity leave will be granted to a regular full-time employee expecting the arrival of a new child regardless of whether the arrival is by birth or adoption.

ARTICLE 29. MILITARY LEAVE

- 29.1 If you are a member of the Pennsylvania National Guard or the U.S. Reserve Forces, you will be granted up to fifteen days of military leave to attend required training. The Town will pay the difference between your regular pay and your military pay (including quarters pay). You must give a copy of your orders to your supervisor before military leave will be granted.
- 29.2 If for any reason you are called to active military service during your employment with the Town, you will be granted military leave without pay. Before this leave is granted, however, you must provide your supervisor with a copy of your orders. Upon completion of your military obligation, you may return to your job if you provide the Town Manager a copy of your orders and provide this copy within ninety days of your discharge from the service.

You will have the same opportunities for reemployment with the Town if you enlist in time of war, armed conflict or in an emergency proclaimed by the President of the United States or the Governor. In case of enlistment, however, you must request to be re-employed ninety (90) days after your first enlistment when the emergency/armed conflict of war is concluded.

ARTICLE 30. JURY DUTY

- 30.1 Any regular full-time employee who is called to jury service is entitled to receive full pay while serving on the jury less any fees. Before service as a juror, you will be expected to inform your supervisor. Since all regular full-time employees on jury duty will continue their regular pay, any reimbursement will be turned over to the Town. Any full-time employee subpoenaed as a witness is entitled to receive full pay while serving as a witness up to a maximum of twenty-four (24) hours in any calendar year. The employee will be required to inform their supervisor. If a regular full-time employee serves less than four (4) hours of duty, they are expected to return to work.

ARTICLE 31. CONSOLIDATION OMNIBUS RECONCILITATION ACT (COBRA)

- 31.1 According to the COBRA group health care continuation provisions of 1986, employees and/or their dependents are entitled to an extension of their group insurance. Certain employees and family members are permitted to continue their group health benefits for a period of eighteen months in the case of termination and for a period of thirty-six (36) months in all other cases. The employer agrees to provide the continued participation at the group rate on a self-pay basis to the employee. Additional information may be obtained by contacting the Health Care Administrator.
- 31.2 If a situation would arise in which the spouse's medical insurance plan was no longer available or was changed that did not permit the Town employee to be covered, the Town would pay the premium for the medical insurance pursuant to the COBRA laws for its employee. Payment of the COBRA premium would only continue until Town employee could select a medical insurance plan during open enrollment.
- 31.3 Upon termination, dismissal or retirement, regular full-time employees and their families will be eligible for continuation coverage of their medical insurance pursuant to the COBRA laws. If regular full-time employees and/or their families choose not to elect COBRA continuation coverage, medical insurance will cease.

ARTICLE 32. YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA) OF 1993

- 32.1 FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. Employees of local, state, federal government agencies are also eligible. FMLA time will be based on a rolling calendar year.
- 32.2 REASONS FOR TAKING LEAVE: Unpaid leave may be granted for any of the following reasons:
1. To care for and to bond with the employee's child after birth or after the placement of a child for adoption or foster care;

2. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
 3. For a serious health condition that makes the employee unable to perform the employee's job.
- 32.3 ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance notice of the need for leave and medical certification. The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable." If leave is not "foreseeable", notice should be provided as soon as possible. An employer may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer's expense). The employee or employee designee is responsible for getting the paperwork to the medical provider.
- 32.4 JOB BENEFITS AND PROTECTION: For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan", although the employee is responsible for paying their normal co-premium during the period of FMLA leave. The employee must use their accumulated balances of PTO time (comp, personal, sick, vacation) concurrent with any FMLA leave before taking FMLA leave without pay.
- 32.5 Guidelines for using accumulated time:
All payroll deductions will continue to occur. All health care waivers will continue to be dispersed.
- 32.6 Employee premium health care payments must be received by finance within 30 days from the invoice date.
- 32.7 Any other deductions beyond health insurance coverage will not continue to be paid by the Town. It is the employee's responsibility to continue payment for each elected plan.
- 32.8 Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- 32.9 UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to interfere with, or deny the exercise of any right provided under FMLA; discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- 32.10 MILITARY FAMILY LEAVE UNDER THE FMLA: The FMLA provides two types of military family leave: 1) qualifying exigency leave and 2) military caregiver leave.

Qualifying Exigency Leave:

Eligible employees may take unpaid FMLA leave for up to 12 work weeks for a qualifying exigency while the military member is on covered active duty, call to covered active-duty status, or has been notified of an impending call or order to covered active duty.

Qualifying exigencies may arise when the employee's spouse, son, daughter, or parent who is a member of the Armed Forces (including the National Guard and Reserves) is on covered active duty or has been notified of an impending call or order to covered active duty. For purposes of qualifying exigency leave, an employee's son or daughter on covered active duty refers to a child of any age.

If the military member is on covered active duty, the employee may take FMLA leave for the following qualifying exigencies:

- Issues arising from the military member's short notice deployment (i.e., deployment within seven or less days of notice). For a period of up to seven days from the day the military member receives notice of

deployment, an employee may take qualifying exigency leave to address any issue that arises from the short-notice deployment.

- Attending military events and related activities, such as official ceremonies, programs, events and informational briefings, or family support or assistance programs sponsored by the military, military service organizations, or the American Red Cross that are related to the member's deployment.
- Certain childcare and related activities arising from the military member's covered active duty, including arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling in or transferring a child to a new school or day care facility.
- Certain activities arising from the military member's covered active duty related to care of the military member's parent who is incapable of self-care, such as arranging for alternative care, providing care on a non-routine, urgent, immediate need basis, admitting or transferring a parent to a new care facility, and attending certain meetings with staff at a care facility, such as meetings with hospice or social service providers.
- Making or updating financial and legal arrangements to address a military member's absence while on covered active duty, including preparing and executing financial and healthcare powers of attorney, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), or obtaining military identification cards.
- Attending counseling for the employee, the military member, or the child of the military member when the need for that counseling arises from the covered active duty of the military member and is provided by someone other than a health care provider.
- Taking up to 15 calendar days of leave to spend time with a military member who is on short-term, temporary Rest and Recuperation leave during deployment. The employee's leave for this reason must be taken while the military member is on Rest and Recuperation leave.
- Certain post-deployment activities within 90 days of the end of the military member's covered active duty, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military, and addressing issues arising from the death of a military member, including attending the funeral.

Employers may require that an employee's request for qualifying exigency leave be supported by an appropriate certification. An employer may require that the certification include a copy of the military member's active-duty orders. The employer may also require the employee to submit certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought.

ARTICLE 33. SENIORITY

33.1 Seniority shall mean length of continuous service with the employer for all regular full-time employees.

33.2 In the event it becomes necessary to reduce the workforce, employees will be laid off in the order of length of service with the Town – those with the least number of years of service will be laid off first. Employees on lay-off will continue to accrue seniority and retain recall rights for one hundred and eighty (180) days. If the mechanic is not actively working with the Town because of illness, workers compensation or any bona fide leave of absence,

the Town may subcontract any of his/her duties and responsibilities which cannot be adequately performed by active members of the bargaining unit.

- 33.3 Employees called back to active workforce will be recalled in the reverse order – those with the most seniority will be called back first.

ARTICLE 34. COMMERCIAL DRIVERS LICENSE

- 34.1 Each regular full-time employee who is required to have a Pennsylvania Commercial Driver License to perform their job shall be reimbursed by the Town for the additional license fee imposed to secure the required certificates.

ARTICLE 35. WAGES

- 35.1 All Regular Full-Time employees covered by this contract will receive the below compensation on January 1, 2024, January 1, 2025 and on January 1, 2026.

Job Classification	2024	2025	2026
Recycling Driver/ Laborer Probationary (0 months to 6 months)	\$ 45,162.06	\$ 47,803.41	\$ 50,444.77
Recycling Driver/ Laborer	\$ 49,322.06	\$ 51,963.41	\$ 54,604.77
Recycling Crew Chief	\$ 52,549.43	\$ 56,077.09	\$ 59,604.77
Public Works Driver/ Laborer Probationary (0 months to 6 months)	\$ 46,325.18	\$ 48,344.58	\$ 50,444.77
Public Works Driver/ Laborer	\$ 50,485.18	\$ 52,504.58	\$ 54,604.77
Public Works Crew Chief	\$ 55,485.18	\$ 57,504.58	\$ 59,604.77
Public Works Mechanic (0 months to 6 months)	\$ 50,300.19	\$ 52,478.60	\$ 54,744.14
Public Works Mechanic	\$ 54,460.19	\$ 56,638.60	\$ 58,904.14

- 35.2 Employees doing cement work will be paid an additional \$0.40 per hour.

ARTICLE 36. WORKER'S COMPENSATION

- 36.1 Employees who are injured during working hours are eligible for coverage under the Town's Worker's Compensation Insurance Carrier. You should notify your supervisor or administrative office of any injury as soon as possible.
- 36.2 An employee is not eligible for lost wages for the first seven (7) days of their disability. To compensate for this loss, you may use sick, vacation or personal time. If an employee does not return to work after eight (8) days, they become eligible for wage compensation from the insurance carrier.
- 36.3 If you are unable to work for a period of fourteen (14) days or longer, compensation from the carrier becomes retroactive. At the time compensation becomes retroactive, an employee may have their sick, vacation or personal time restored once they repay the Town for the days, they used during the first seven (7) days of disability.

- 36.4 Sick leave, vacation and personal days will not accrue while an employee is on a Worker's Compensation Claim, however, the injured worker's seniority will continue to accrue.
- 36.5 The Town maintains a panel of physicians, known as (providers). Please see Exhibit B. When an employee is injured, they must use these physicians for a period of ninety (90) days, after which time they may choose to see their own physician if the injury is ongoing. If the injury is unique, the employee must communicate the usage of a different panel provider within that 90-day period for pending approval of the workers compensation provider.

ARTICLE 37. OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT POLICY STATEMENT.

In compliance with the Omnibus Transportation Employee Testing Act of 1991, the Town of Bloomsburg hereby publishes this statement and notifies all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Town's workplace.

37.1 POLICY

The Town of Bloomsburg has a commitment to provide a safe and healthful workplace for its employees. In order to accomplish this, the Town recognizes it must implement a program that will enable it to achieve its objectives while respecting the rights of its employees.

37.2 OBJECTIVES

1. To assure that the workplace is free from the effects of drug and alcohol use and that employees are fit to perform their work duties and report for work regularly and on time.
2. To establish effective means to detect and deal with drug and alcohol abuse while respecting the rights of the workers. The rights of workers include the right of privacy as defined by applicable law, to fair and evenhanded treatment and to whatever rights may exist by reason of a contract.
3. To comply with all applicable state and federal law.

37.3 SUBSTANCES INCLUDED IN THE TESTING POLICY

The testing program will cover at least the following substances present in the body: alcohol, cocaine, phencyclidine (PCP), marijuana, opiates (including Heroin) and amphetamines.

37.4 DEPARTMENT OF TRANSPORTATION REGULATIONS FOR TESTING OF DRIVERS

The Department of Transportation (DOT) has established mandatory drug and alcohol testing regulations that affect certain Town drivers. The Town is committed to comply with these federal regulations. Accordingly, the following DOT requirements will apply to all employees with CDLs and applicants for CDL positions.

37.5 TYPES OF TESTING

1. **PRE-EMPLOYMENT:** All applicants for positions requiring a CDL will be tested for drugs prior to commencing employment with the Town of Bloomsburg. A driver applicant testing positive for alcohol or drugs will not be considered for employment.
2. **RANDOM TESTING:** Each year, the Town of Bloomsburg will use a random process to select at least 50% of its CDL drivers to be tested for the use of controlled substances. In addition, at least 25% of its CDL drivers will be randomly tested for alcohol use in the first year of this policy. Employees selected on a

random basis for testing will be required to supply a urine sample for the drug test. The alcohol test will be done by a breathalyzer machine.

3. **REASONABLE CAUSE TESTING:** The Town will require testing upon reasonable cause. The conduct necessitating testing shall have been witnessed by at least one supervisor. Each witness must have received training in the detection of observing a person's behavior of probable drug and alcohol use.
4. **MANDATORY POST-ACCIDENT TESTING:** Drivers will provide urine specimens for drug testing as soon as possible after a commercial vehicle accident, but in no case later than thirty-two (32) hours after the accident. Drivers must be tested for alcohol as soon as possible after a motor vehicle accident, but in no case later than eight (8) hours after the accident. A driver may not consume alcohol until he/she has been tested. An accident is defined as involving:
 - A. A fatality;
 - B. The driver receiving a citation under state or local law for a moving violation arising from the accident. If, as a consequence of an accident, a driver is seriously injured and cannot provide a specimen at the time of the accident, he/she must provide the necessary authorization for obtaining hospital records and other documents that will indicate whether there were any controlled substances or alcohol in his/her system at the time of the accident.
5. **RETURN TO DUTY TESTING:** If the Town of Bloomsburg offers a driver reemployment after the driver has been referred to an alcohol and substance abuse professional and the driver has undergone all recommended treatment, the driver will be tested for alcohol and drugs prior to being returned to duty. The driver must test negative prior to returning to duty.
6. **FOLLOW UP TESTING:** Any driver who has returned to duty after a positive alcohol or drug test will be subject to unannounced follow-up tests for a period of up to sixty (60) months. There will be at least six (6) follow-up tests for alcohol and three (3) follow-up tests for drugs given during the first twelve (12) months.

37.6 OTHER ASPECTS OF THE CDL POLICY

1. **EMPLOYEE ASSISTANCE PROGRAM (EAP):** The Town of Bloomsburg will establish an Employee Assistance Program which will include the following:
 - A. An educational and training component for drivers, addressing alcohol and controlled substances;
 - B. An education and training component for supervisory personnel, addressing alcohol and controlled substances; and
 - C. A written statement on file and available for inspection, outlining the Town of Bloomsburg Employee Assistance Program. The EAP training program for supervisory personnel will consist of two hours training. The training program will also include the following:
 1. The effects and consequences of alcohol and/or controlled substances use on personal health, safety and the work environment;
 2. The manifestation and behavioral causes that may indicate alcohol and/or controlled substance use or abuse; and

3. Documentation of the Towns "Policies and Procedures" to supervisory personnel.
2. NOTIFICATION OF TEST RESULTS: The Town of Bloomsburg will notify its drivers and driver applicants of the results of tests conducted pursuant of the DOT regulation. Drivers who test positive will be also advised specifically what drug or the amount of alcohol that was discovered and will be removed from safety-sensitive duties as per Federal Guidelines.
3. RECORD KEEPING: All records relating to the administration and results of the Town's alcohol and drug testing program for its drivers will be maintained for a minimum period of five (5) years, except that individual negative test results will be maintained for a minimum of twelve (12) months. There shall be a Medical Review Officer who is a licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and who is employed by the Town to review alcohol and drug testing results in accordance with DOT regulations. The Medical Review Officer for each subsidiary and/or division shall be the sole custodian of individual test results for that division. The Medical Review Officer shall retain the reports for individual test results for a minimum of five (5) years. The Town shall retain in the driver's personnel medical file information indicating only the following:
 - A. The employee submitted to a drug and/or alcohol test;
 - B. The date of such test;
 - C. The location of such test;
 - D. The identity of the person or entity performing the test; and
 - E. Whether the test finding was "positive" or "sub-negative"The Town will also maintain an annual calendar year summary of the records related to the administration and results of the testing program for its drivers under the DOT regulations.
4. ACCESS TO TEST RESULTS AND FINDINGS: No person may obtain the individual test results retained by the Medical Review Officer, and no Medical Review Officer shall release the individual test results of any employee to any person, without first obtaining written authorization from the tested individual, unless otherwise required by law.
5. THE TOWN'S WORK RULES CONCERNING USE, POSSESSION AND SALES OF ALCOHOL OR ILLEGAL DRUGS ON TOWN PROPERTY:
 - A. Employees shall not use, sell, possess or receive alcohol and/or illegal drugs, or distribute or sell prescription drugs while on duty. Violation of these rules will subject the employee to discipline up to and including termination. Illicit drugs include prescription drugs for which the employee does not have a valid prescription.
 - B. The Town reserves the right, upon reasonable suspicion, to ask for consent to search the vehicle or personal property of any employee during working hours, or while on Town property or designated work place.
 - C. Any employee refusing to consent to or cooperate with a reasonable search or investigation will be relieved of duty and removed from the work place resulting in appropriate disciplinary action up to and including possible termination, for insubordination.

- D. Prescription drugs must be kept in their original containers identifying the drug, dosage, date of prescription and physician. Employees are required to notify their supervisor if taking a prescription drug that could impair their working ability or alertness.
 - E. Third party or contractor employees while on Town property will also be subject to the Omnibus Transportation Employee Testing Act of 1991, with violations resulting in removal from the premises. Contractors will be required, upon bid submission, to produce a copy of their "Policy Statement" to the Town.
6. **RESERVATION OF RIGHTS:** The Town of Bloomsburg reserves the right to add to, change, or modify this policy in its sole discretion, and to terminate any employee at any time, except as those rights are restricted by law or by any applicable collective bargaining obligation or agreement. The Town accepts no liability in the event of an alleged breach of any of the policies or procedures set forth in this Policy.

The Town encourages every employee and prospective employee voluntarily to comply with this policy not only for his or her safety, but for the safety of others. Because of its importance, the Town will take all necessary steps to ensure implementation of and compliance with this policy.

7. **LIMITATIONS-SEVERABILITY:** This policy will be limited by any applicable federal or state law or ordinance, and by any applicable collective bargaining agreements. Any portion of this policy which directly conflicts with such a collective bargaining agreement will not be implemented for that bargaining unit, but shall be severable and shall not affect the validity and enforcement of the remainder of the policy.
8. **THIS IS NOT A CONTRACTURAL ARRANGEMENT:** This policy and this document (or any accompany document executed or delivered pursuant to or in connection with the policy) are not intended to confer any contractual or other rights or claims in favor of the Town employees.

Any failure to implement the policy or any part thereof, any variation, addition, or omission to the procedures set forth in the Policy shall not confer any contractual or other rights or claims in favor of the employee not otherwise conferred by law. (You remain employed at-will).

TOWN OF BLOOMSBURG
DRUG AND/OR ALCOHOL TEST CONSENT

I, _____, understand that the Town of Bloomsburg's Policy on drug/alcohol abuse requires that all job applicants or new employees for positions requiring a CDL will be tested, and that management may request a test randomly and for "cause" for the presence of alcohol/drugs in my body. I acknowledge that a confirmed positive test may cause me to be not hired or to be removed from the payroll and subject to discipline up to and including discharge or with a recommendation to attend a drug/alcohol rehabilitation program. I fully understand that if I should refuse to take the test I will not be hired or could be suspended from my job without pay or terminated for insubordination. I also understand that the test results will be kept in confidence and handled by authorized management personal.

I hereby consent [☐] or refuse [☐] to take the drug/alcohol test.

I acknowledge that this document (or any accompanying document executed or delivered pursuant to or in connection with the policy) is not intended to confer any contractual or other rights or claims in my favor (and that I remain employed at-will).

DATE: _____ SIGNED: _____
Applicant

DATE: _____ SIGNED: _____
Witness

CDL DRUG AND ALCOHOL TESTING
DISCIPLINARY ACTIONS FOR POSITIVE TEST RESULTS

PRE-EMPLOYMENT TESTING AND PROMOTIONS REQUIRING A CDL LICENSE:

1. Positive Drug test – employment refused

RANDOM,

AND POST-ACCIDENT TESTING:

1. Alcohol: - .02 but < .04
 - a. Three (3) day disciplinary suspension; Remove from safety-sensitive duties for 24 hours.
2. Alcohol: - .04 and greater
 - a. 1st offense – Three (3) day disciplinary suspension; Remove from safety-sensitive duties; an interview with a substance abuse professional (SAP); a negative return-to-duty test; follow-up tests.
 - b. 2nd offense – Termination of employment
3. Drugs:
 - a. 1st offense- Three (3) day disciplinary suspension; Remove from safety-sensitive duties; an interview with the Medical Review Officer (MRO); substance abuse counseling; a negative return-to-duty test; follow-up tests.
 - b. 2nd offense – Termination of employment

Any employee with a positive test will not be allowed to drive himself/herself from the testing site. Supervisor will be contacted.

Safety-sensitive duties include driving, maintenance, loading, unloading, and any other function related to any commercial motor vehicle with a gross weight over 26,000 pounds.

POST-ACCIDENT testing occurs when there has been a reportable accident as defined in the policy.

REFUSAL TO TAKE TEST:

1. A refusal to take the test will be treated as a positive test result.
 - a. 1st offense – 3 days suspension (without pay).
 - b. 2nd offense – Termination of employment.

VOLUNTARY ADMISSION OF PROBLEM:

1. Employee voluntary admits consuming alcohol less than 4 hours of reporting to work.
 - a. Remove from safety-sensitive duties for 24 hours and/or send employee home (use vacation or personal time or without pay).
2. Employee voluntary admits having a drinking/drug problem.
 - a. Remove from safety-sensitive functions.
 - b. Refer to a substance abuse professional.
 - c. Allow to return to safety-sensitive duty when directed to do so by the SAP.

PAYMENT FOR TESTING AND/OR COUNSELING:

1. The Town will pay for pre-employment drug testing, random, reasonable suspicion testing, and post-accident testing. All other tests, return to duty and follow-up, will be the employees responsibility.

2. The employee will be responsible for any substance abuse counseling he/she may be subject to resulting from substance abuse. (Health Insurance covers 50% of outpatient treatment).

ARTICLE 38. MANAGEMENT RIGHTS/SUBCONTRACTING

The Town shall remain vested with all management functions including the full and exclusive control, direction and supervision of operation and the working forces, and shall have the right to change jobs or establish new jobs or eliminate jobs as required by the installation of new machinery or equipment or a change in operating procedures, or budgetary consideration, subject to the seniority and other provisions herein contained. Nothing in this Article is intended to limit the scope of management's prerogative as heretofore understood between parties.

The Town shall not subcontract or contract out any work or duties to a third party subcontractor if the subcontract or employment of the contractor shall result in the necessity for the layoff of bargaining unit members except that the Town shall have the sole right to contract out for services where: 1) the Town determines that the work or project is an emergency (including snow removal); 2) the Town determines that the work or project requires expertise not possessed by the bargaining unit; 3) the Town determines that the work or project requires equipment that the Town does not own.

ARTICLE 39. TERM OF AGREEMENT

- 39.1 This Agreement shall become effective as of the date hereof and shall continue in force and effect until midnight, December 31, 2026. Thereafter, it shall continue in force and effect from year to year, unless either party hereto shall notify the other in writing at least 150 days prior to the end of the term, or any extended term of this Agreement, of an intention to terminate the Agreement.
- 39.2 If after a reasonable period of negotiation, a dispute or impasse exists between the public employer and the public employees, the parties may voluntarily submit to mediation; but if no agreement is reached between the parties within twenty-one (21) days after negotiations have commenced, but in no event later than 150 days prior the "budget submission date", and mediation has not been utilized by the parties, both parties shall immediately, in writing, call in the service of the Pennsylvania Bureau of Mediation.
- 39.3 The employer and the Union agree that this Agreement is the entire Agreement, terminates all prior agreements or understandings and concludes all collective negotiations during its term.

This Agreement, made and entered into [REDACTED]; by and between Town of Bloomsburg and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, ON BEHALF OF Local Union 1928-06 and to continue in effect through December 31, 2026

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-CIO-CLC

Town of Bloomsburg

David McCall
International President

Justin C. Hummel
Mayor

John Shinn
International Secretary-Treasurer

Toni Bell
Council Member

Emil Ramirez
International Vice President - Administration

Bonnie Crawford
Council Member

Kevin Mapp
International Vice President – Human Affairs

James Garman
Council Member

Bernie Hall
Director, District 10

Nicholas McGaw
Council Member

Lee Breazeale
Staff Representative

Jaclyn Kressler
Council Member

Local Union 1928-06 Negotiations Committee

Wayne Creasy – Unit President

Jessica Jordan
Council Member

Kyle Hoffman – Unit Recording Secretary

Lisa Dooley
Town Manager/ Secretary/ Treasurer

Mark Hileman – Unit Griever

John Fritz
Director of Public Works

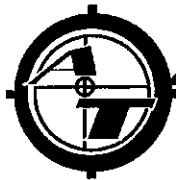
Anthony Silvette – Committee Member

Michelle Hartzell – Committee Member

Charles Fritz
Director of Governmental Services/ Recycling
Coordinator

Exhibit A

Exhibit B



ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES

772 Corporate Circle, New Cumberland, PA 17070
Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE

SQ-80790458

1/29/2024



Customer

BLOOMSBURG PD
ACCOUNTS PAYABLE
301 E 2ND ST
BLOOMSBURG PA 17815
Tel: (570)-784-4155
Fax: (570)-784-4821

Contact

Ship To

BLOOMSBURG PD
LEO SOKOLOSKI
301 E 2ND ST
BLOOMSBURG PA 17815
Tel: (570)-784-4155
Fax: (570)-784-4821

Account	Terms	Due Date	Account Rep	Schedule Date
BLO1000	NET 30	2/28/2024	Derrick Watford	1/29/2024

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-80790458	Price	QBPD SAF & SIG		1	2/15/2024 9:23:35AM

L Item	Description	Qty	Price	UM	Discount	Amount
1 QUOTE-SAFCOSTAR	PA COSTARS 012-E22-243 Exp: 6.5.25	1	\$0.00	EA		\$0.00
2 SDG1329434	Safariland 7360RDS-7502-411 Model 7360RDS 7TS ALS-SLS Mid Ride Duty Holste STX Plain Right Hand Sig Sauer P250 Compact and Carry 9mm and - UPC 781602209694	20	\$141.78	EA		\$2,835.60
3 SDG1124580	Safariland 77-76-41PBL Model 77 Double Magazine Pouch STX Plain Black Snap Browning High Power 9mm, Browning High Power 9mm (Canadian Version), Browning High Power 9mm-to be carried with hammer down, Browning BDM 9mm, Browning Hi Power 9mm (Canadian Versi	20	\$31.96	EA		\$639.20
4						
5						
6 SIGW320CA9B-009	SIG W320CA-9-BXR3-PRO-RXX P320, 9MM, 3.9IN, PRO, BLK, STRIKER, X-RAY 3, MOD POLY X GRIP, (3) 17RD STEEL MAG, ROMEO-X, RAIL	20	\$763.40	EA		\$15,268.00
7	*FET and LOI Needed					

20 Trade in - \$294 = \$5,880

Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.

Tax Details

EXEMPT \$0.000

Taxable	\$0.00
Total Tax	\$0.00
Exempt	\$18,742.80
Total	\$18,742.80
Balance	\$18,742.80

**Town of Bloomsburg
Civil Service Commission
Certified Eligibility List
Date: 09/11/2023**

<u>Rank</u>	<u>Name</u>	<u>Final Score</u>
1	Anderson	87.13%
2	Lingousky	85.825%
3	Petrus	78.32%
4	Grassley	75.825%

Donald Pursel 9-11-23
Vice- Chairperson, Donald Pursel Date

Bob Barton 9-11-23
President, Bob Barton Date



REPURCHASE AGREEMENT TERMINATION AND DISCLOSURE

EFFECTIVE DATE: _____, 20____

BETWEEN: Business Entity
EIN:
Address
City, State Zip
AND
Journey Bank
232 East Street
Bloomsburg, PA 17815

ACCOUNTS: (Operating Account)

Journey Bank is pleased to offer your entity a Platinum Prime Account to replace your existing Repurchase Agreement. We will honor your current rate under your Repurchase Agreement for the account number(s) listed. Your existing Repurchase Agreement will terminate immediately upon execution of this agreement. Please note that your existing transaction account number(s) will not change.

- Interest
 - Depositor shall receive interest on the funds at an interest rate adjusted _____ basis points below the Bank's prime rate, as published in the Wall Street Journal, each time the prime rate is adjusted. The interest rate payable by the Bank to Depositor will not be less than 0.25%.
 - Interest shall be accrued daily and paid monthly, with the Depositor to receive a monthly statement of such interest on funds deposited.
- Collateralization of Funds
 - A separate Act 72 Public Funds Agreement will be executed.

All other fees, terms, and conditions remain unchanged and will remain in effect unless change should be required due to regulatory updates, or a thirty-day prior notice is given.

Acceptance of terms, fees, and rate structure:

_____ (Customer Signature)	_____ (Printed Name and Title)	_____ (Witness)
_____ (Customer Signature)	_____ (Printed Name and Title)	_____ (Witness)
_____ (Bank Representative Signature)	_____ (Printed Name and Title)	



AGREEMENT REGARDING PUBLIC DEPOSITS

_____ (the "Depositor") and Journey Bank (the "Bank"),
intending to be legally bound as follows:

1. "Act 72" means Pennsylvania Act 72, of 1971, as amended and supplemented from time to time. The terms "Custodian," "Depository," and "Public Body," "Public Funds," and "Public Deposits" should have meanings set forth in Act 72.
2. The Depositor represents and warrants that it is a Public Body. The Depositor is a [Municipality/School District/Authority, etc.].
3. The Bank represents and warrants that it is a Depository. The Bank is a Federally Regulated Commercial Bank.
4. The Custodian is the Federal Home Loan Bank of Pittsburgh, 601 Grant Street, Pittsburgh, PA 15219-4455 and the Federal Reserve Bank of Philadelphia, 10 Independence Mall, Philadelphia, PA 19106.
5. The Depositor is making a deposit in the Bank of certain of its Public Funds, and the Depositor may from time to time make other deposits of Public Funds in the Bank. Such deposits constitute Public Deposits.
6. The Bank also accepts Public Deposits from other Public Bodies (the deposits from the Depositor and from other Public Bodies are referred to herein collectively as the "Applicable Public Deposits").
7. To the extent the Applicable Public Deposits exceed the limits of Federal Deposit Insurance Corporation ("FDIC") federal deposit insurance, the Bank will secure the applicable Public Deposits by a pledge of Collateral (hereinafter defined) in accordance with Act 72 as supplemented by the Agreement. To secure the Applicable Public Deposits now or hereafter of the Depositor and the other Public Bodies, the Bank will provide a perfected first priority security interest in the collateral (including any additional or substituted collateral) described in Section 8 hereof (the "Collateral"). This security interest shall be confirmed in the agreement between the Bank and the Custodian.
8. The Bank represents, warrants, and covenants that, at all times, the assets pledged by the Bank as Collateral will comply with Act 72 and will also comply with the following additional requirements:
 - a. If Collateral will be held by the Custodian in a pooled Act 72 pledge account (the "Act72 Account"):
 - i. the Collateral will be marked to market at least once per month
 - ii. the market value of the Collateral will be at least equal to 102% of the amount of the Applicable Public Deposits (in excess of the FDIC insurance limits)
 - iii. in accordance with Section 6 of Act 72, the Bank will provide, upon request, a report to the Depositor regarding the aggregate Applicable Public Deposits being secured by the Collateral, a listing of the Collateral, and the market value of the Collateral. The Bank will determine the value of Collateral in good faith based on recognized valuation sources.
 - b. If Collateral is an Eligible Letter of Credit:



EXHIBIT A

ACKNOWLEDGEMENT OF BANK

Journey Bank is a Federally Regulated Commercial Bank which holds Custodial Agreements with Federal Home Loan Bank of Pittsburgh, Pittsburgh, PA, and the Federal Reserve Bank of Philadelphia, Philadelphia, PA, to house pledged collateral to secure public funds under Act 72. The Custodians hold the Collateral in an "Act 72 Account." The Bank will provide a report, upon request, to the Public Body regarding the aggregate Applicable Public Deposits of Public Bodies being secured by the Collateral, a listing of the Collateral, and the market value of the Collateral.

This acknowledgement of Bank is executed and delivered as of this ____ day of _____, _____.

JOURNEY BANK

By: _____

Name: _____

Title: _____

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between TOWN OF BLOOMSBURG (Owner/Client) and LIVIC Civil, LLC (Engineer

This Agreement's Effective Date is: 01/05/2024

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as:

2024 Municipal Engineering (Project).

Engineer's services under this Agreement (Services) are generally identified as:

As Requests on Project by Project basis.

Owner and Engineer further agree as follows:

- 1.01 Services of Engineer
 - A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- 2.01 Owner's Responsibilities
 - A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
 - B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.
- 3.01 Schedule for Rendering Services
 - A. Engineer shall complete its Services within as outlined in the schedule included in the scope of services. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
 - B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
 - C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 4 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.
- 4.01 Invoices and Payments
 - A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
 - B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
 - C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2. If collection efforts are exercised by Engineer, all costs associated with these efforts will be incurred by Owner.
 - D. Basis of Payment
 1. Hourly Rates. Owner shall pay Engineer for Services as follows for amounts up to \$500:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 2. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum negotiated amount per Work Order
 - b. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
 - c. Additional Services: For Additional Services, Owner and Engineer shall agree upon value and scope of work to be completed.
 - d. Additional expenses and/or permit fees to be invoiced as a pass-through fee to the Owner.
- 5.01 Termination
 - A. Termination for Cause
 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no

more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania. For any binding dispute resolution under the agreement, venue and jurisdiction shall be in Snyder County Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities,



including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

- M. Changes in Pennsylvania's One-Call law have imposed new responsibilities upon project owners "to utilize sufficient quality levels of subsurface utility engineering or other similar techniques whenever practicable to properly determine the existence and positions of underground facilities when designing known complex projects having an estimated cost of four hundred thousand dollars (\$400,000) or more." In addition, Engineer sometimes makes recommendations to owners that subsurface utility engineering is necessary based upon job conditions, regardless of project cost.
- N. The American Society of Civil Engineers standard which is referenced in the One-Call Law, sets forth four (4) quality levels designated as A (highest), B, C and D (lowest). Engineer typically provides services at level C. This includes requesting line and utility information from the PA One Call System, locating marked utilities and visible above ground utility features, and identifying approximate locations of utility lines on the plans using its professional judgment in correlating the information obtained from the field survey, existing records, oral statements, information from PA One Call System. Based upon job conditions, Engineer may recommend levels A or B. Engineer does not provide services at level A or B, but has the ability to coordinate a subconsultant that does provide this level. If Engineer recommends level A or B and if the Owner agrees with this recommendation, Engineer will enter into a subconsultant agreement to have this work performed at an additional cost to the Owner.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

1. 2024 Engineer Rate Schedule

Owner:

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

Engineer: **LIVIC Civil, LLC**

By: ACD BA
 Print name: Andrew J. Barton
 Title: Principal
 Date Signed: 02/02/2023

Engineer License or Firm's Certificate No. 82-3042074

State of: Pennsylvania

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

29 East Main Street
Bloomsburg, PA 17815



**2024
ENGINEERING
RATE SCHEDULE**

⊕ Principal	\$195.00
⊕ Director	\$195.00
⊕ Program Manager	\$184.00
⊕ Sr. Project Manager/Engineer	\$172.00
⊕ Group Manager	\$165.00
⊕ Project Manager/Engineer	\$158.00
⊕ Sr. Project Designer	\$152.00
⊕ Sr. Project Coordinator	\$147.00
⊕ Sr. Designer	\$142.00
⊕ Design Engineer	\$135.00
⊕ Project Designer	\$131.00
⊕ Project Coordinator	\$121.00
⊕ Designer	\$110.00
⊕ CAD Technician	\$90.00
⊕ Land Use Planner	\$100.00
⊕ GIS Specialist	\$135.00
⊕ GIS Technician	\$100.00
⊕ Construction Manager	\$147.00
⊕ Construction Inspector	\$110.00
⊕ Administrative Assistant	\$75.00
⊕ Survey Manager	\$158.00
⊕ Surveyor 2	\$100.00
⊕ Surveyor 1/Technician	\$90.00
⊕ 2-Man Survey Crew	\$179.00
⊕ 1-Man Survey Crew	\$100.00

REIMBURSABLE COSTS

⊕ Mileage	At current IRS approved rate
⊕ Lodging & Meals	At Cost
⊕ Full Size Plots	\$0.67 / sq ft
⊕ Permit /Application Fees	At Cost + 10%
⊕ Postage & Overnight Delivery	At Cost
⊕ Subconsultant Expenses	At Cost + 10%
⊕ All other Reimbursable Expenses	At Cost + 10%

Engineering services provided by LIVIC Civil shall be based on the fees and expenses outlined and remain effective for the 2024 calendar year.

"Client acknowledges and understands that all data contained in this document shall be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of LIVIC Civil, LLC."



Town of Bloomsburg FMA – Swift Current Initiative – Elevation Project Recommendation Memo

TO: Bloomsburg Town Council

FROM: Geralee Zeigler, Program Manager
Community Services Division – Flood Resiliency *gz*

DATE: February 21, 2024

SUBJECT: FMA – Swift Current Initiative – Elevation Project
Town of Bloomsburg

Our office has reviewed one (1) proposal that was received on or before 11:00 a.m. on February 13, 2024, for the Professional Engineering Services associated with the FMA – Swift Current Initiative – Elevation Project in the Town of Bloomsburg, Columbia County. The proposal has been carefully reviewed based upon the evaluation criteria detailed in the Request for Quotations (RFQ).

After much consideration, we are recommending that the Town contract with **Peters Consultants, Inc.** (PCI) for its project engineering needs. The recommendation to choose Peters Consultants, Inc. was made based on the following criteria:

- Previous and relevant experience working with elevation projects funded with federal funds.
- Overall, the RFQ proposal submission is the only quotation received and meets the needs set forth in the RFQ.

It should be noted that the cost that PCI has provided is slightly more than the budgetary line items to complete this work by ~\$490. Upon further discussion with the Pennsylvania Emergency Management Agency (PEMA) Project Officer, Gerry Burke, we will continue to monitor the project budget and work to incorporate this added cost, should the grant come in under budget, at the time of grant closeout.

Additionally, SEDA-COG is aware of the Town's concerns related to PCI's past performance of Elevation Certificate (EC) submittal to the Town's Floodplain Administrator and the amount of floodplain review time that has been spent on addressing the mistakes/corrections on the ECs along with hours billed to the Town. SEDA-COG will draft language to incorporate into the Professional Engineering Services agreement for Town/solicitor review and approval stating that any errors and time addressing EC mistakes/corrections will not be the Town's responsibility.

Please feel free to contact me with any questions.

Attachment



REQUEST FOR QUOTATIONS FOR
PROFESSIONAL ENGINEERING SERVICES

FLOOD MITIGATION ASSISTANCE (FMA) – SWIFT CURRENT INITIATIVE – ELEVATION PROJECT
TOWN OF BLOOMSBURG, COLUMBIA COUNTY

RFQ OPENING: February 13, 2024 at 11:00 A.M.
LOCATION: SEDA-Council of Governments, 201 Furnace Road, Lewisburg, PA 17837

PROJECT COSTS RESULTS

ENGINEERING FIRM	PROJECT DESIGN	PROJECT SUPERVISION	TOTAL LUMP SUM	LUMP SUM COST OF ADDITIONAL MEETINGS, IF REQUESTED
PCI	11,450	2,340	13,790	175

Opened By:

Genalee Traylor

Witnessed By:

Sam M. Wiest

Attachment B
FMA 2023 Swift Current Initiative
Town of Bloomsburg - Elevation

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate
Engineer & Design	Contractual	1	Each	\$12,600.00	\$12,600.00
Project Management	Contractual	1	Each	\$15,755.00	\$15,755.00
Elevation, Demolition, Construction	Contractual	1	Each	\$320,386.00	\$320,386.00
Building Code Permit Inspection	Contractual	1	Each	\$1,500.00	\$1,500.00
Elevation Certificate	Contractual	1	Each	\$700.00	\$700.00
Legal	Other (Legal)	1	Each	\$300.00	\$300.00
Total Project Cost					\$351,241.00
Federal Share - Project	100%				\$351,241.00
Non-federal Share - Project	0%				\$0.00
Total Federal & Non-federal					\$351,241.00

4i-1



TOWN OF BLOOMSBURG - LITTLE LEAGUE BATHROOMS

01/31/23

DIGITAL VIDEO RECORDING SYSTEM

1 Samsung 4 Channel 2TB NVR

4K NETWORK VIDEO RECORDER, 4TB RAW, supports: 4 channels with 4 PoE/PoE+ ports, H.265/H.264/MJPEG, ARB (Automatic Recovery Backup), 1 fixed internal SATA HDDs (6TB max), WiseStream technology, max. resolution of 8MP recording/display and fisheye dewarping on web and CMS.



1 22 Inch Monitor

22 Inch LED CCTV monitor



1 Samsung 5MP IR Vandal Dome Camera

Cover the surveillance requirements for hospitals, offices, schools and more with the Hanwha WiseNet IR Dome Camera. It features a 1/2.8-inch 5 MP CMOS sensor that captures videos at a maximum resolution of 2592 x 1944 pixels. This camera's angular field of view allows you to monitor large outdoor areas. It supports MJPEG, H.264 and H.265 compression technology to reduce data size and extend the recording duration, which helps minimize the load on the network. This network camera offers tampering, motion detection and defocus detection and other features for added utility.



6290 Old Berwick Road Bloomsburg, Pa 17815

Phone: (570)387-6940 Fax: (570)387-6941

Toll Free: (877)937-6328

www.northeasternautomated.com

4i-2

I IP Camera Prewire

IP camera wire installation.



Area Total

Equipment \$1,425.60

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

4i-3

PROJECT SUMMARY

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

Equipment Total	\$1,425.60
Installation Total	\$300.00
Tax	<u>\$0.00</u>
TOTAL	\$1,725.60

Signature

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



TOWN OF BLOOMSBURG - TOWN PARK BANDSHELL

01/31/23

DIGITAL VIDEO RECORDING SYSTEM

1 Samsung 5MP IR Vandal Dome Camera

Cover the surveillance requirements for hospitals, offices, schools and more with the Hanwha WiseNet IR Dome Camera. It features a 1/2.8-inch 5 MP CMOS sensor that captures videos at a maximum resolution of 2592 x 1944 pixels. This camera's angular field of view allows you to monitor large outdoor areas. It supports MJPEG, H.264 and H.265 compression technology to reduce data size and extend the recording duration, which helps minimize the load on the network. This network camera offers tampering, motion detection and defocus detection and other features for added utility.



1 Samsung 5 MP Outdoor Network IR Bullet Camera

Cover the surveillance requirements for hospitals, offices, schools and more with the Hanwha WiseNet Bullet Camera. It features a 1/2.8-inch 5 MP CMOS sensor that captures videos at a maximum resolution of 2592 x 1944 pixels. This camera's angular field of view allows you to monitor large outdoor areas. It supports MJPEG, H.264 and H.265 compression technologies to reduce data size and extend the recording duration, which helps minimize the load on the network. This network camera offers tampering, motion detection and defocus detection and other features for added utility.



1 Samsung IR Bullet Camera Back Box

This box from Samsung is an Outdoor aluminum-constructed junction box for Samsung IR bullet cameras.



6290 Old Berwick Road Bloomsburg, Pa 17815

Phone: (570)387-6940 Fax: (570)387-6941

Toll Free: (877)937-6328

www.northeasternautomated.com

4ii-2

2 IP Camera Prewire

IP camera wire installation.



Area Total

Equipment \$1,105.68

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

47-3

PROJECT SUMMARY

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

Equipment Total	\$1,105.68
Installation Total	\$450.00
Tax	\$0.00
TOTAL	\$1,555.68

Signature

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

4iii-1-1



TOWN OF BLOOMSBURG - TOWN POOL 8 CH NVR – REVISED

02/23/24

DIGITAL VIDEO RECORDING SYSTEM

1 Samsung 8 Channel 4TB NVR

4K Network Video Recorder, 4TB RAW, supports: 8 channels with 8 PoE/PoE+ ports, H.265/H.264/MJPEG, ARB (Automatic Recovery Backup), 2 fixed internal SATA HDDs (12TB max), WiseStream technology, max. resolution of 8MP recording/display and fisheye dewarping on web and CMS.



1 22 Inch Monitor

22 Inch LED CCTV monitor



2 Samsung 5MP IR Vandal Dome Camera

Cover the surveillance requirements for hospitals, offices, schools and more with the Hanwha WiseNet IR Dome Camera. It features a 1/2.8-inch 5 MP CMOS sensor that captures videos at a maximum resolution of 2592 x 1944 pixels. This camera's angular field of view allows you to monitor large outdoor areas. It supports MJPEG, H.264 and H.265 compression technology to reduce data size and extend the recording duration, which helps minimize the load on the network. This network camera offers tampering, motion detection and defocus detection and other features for added utility.



6290 Old Berwick Road Bloomsburg, Pa 17815

Phone: (570)387-6940 Fax: (570)387-6941

Toll Free: (877)937-6328

www.northeasternautomated.com

4m-1-2

2 Samsung 5 MP Outdoor Network IR Bullet Camera

Cover the surveillance requirements for hospitals, offices, schools and more with the Hanwha WiseNet Bullet Camera. It features a 1/2.8-inch 5 MP CMOS sensor that captures videos at a maximum resolution of 2592 x 1944 pixels. This camera's angular field of view allows you to monitor large outdoor areas. It supports MJPEG, H.264 and H.265 compression technologies to reduce data size and extend the recording duration, which helps minimize the load on the network. This network camera offers tampering, motion detection and defocus detection and other features for added utility.



2 Samsung IR Bullet Camera Back Box

This box from Samsung is an Outdoor aluminum-constructed junction box for Samsung IR bullet cameras.



4 IP Camera Prewire

IP camera wire installation.



1 NVR Security Lockbox Heavy Duty 16 Gauge Steel with AC Fan for Wall or Floor Mount Enclosure

Constructed from heavy-duty 16 Gauge (1.3mm) steel in a durable black powder-coated finish. This ensures your valuable NVR data stays secure from damage, tampering or theft, the lock box's front door locks with the included keys. The edges of the door wrap around the left and right sides of the enclosure and has a removable top panel for optimum security and access.



Area Total

Equipment \$4,044.17

6290 Old Berwick Road Bloomsburg, Pa 17815

Phone: (570)387-6940 Fax: (570)387-6941

Toll Free: (877)937-6328

www.northeasternautomated.com

421-1-3

PROJECT SUMMARY

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

Equipment Total	\$4,044.17
Installation Total	\$895.00
Tax	<u>\$0.00</u>
TOTAL	\$4,939.17

Signature

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



TOWN OF BLOOMSBURG - TOWN POOL 4 CH NVR — REVISED

02/23/24

DIGITAL VIDEO RECORDING SYSTEM

1 Samsung 4 Channel 2TB NVR

4K NETWORK VIDEO RECORDER, 4TB RAW, supports: 4 channels with 4 PoE/PoE+ ports, H.265/H.264/MJPEG, ARB (Automatic Recovery Backup), 1 fixed internal SATA HDDs (6TB max), WiseStream technology, max. resolution of 8MP recording/display and fisheye dewarping on web and CMS.



1 22 Inch Monitor

22 Inch LED CCTV monitor



2 Samsung 5MP IR Vandal Dome Camera

Cover the surveillance requirements for hospitals, offices, schools and more with the Hanwha WiseNet IR Dome Camera. It features a 1/2.8-inch 5 MP CMOS sensor that captures videos at a maximum resolution of 2592 x 1944 pixels. This camera's angular field of view allows you to monitor large outdoor areas. It supports MJPEG, H.264 and H.265 compression technology to reduce data size and extend the recording duration, which helps minimize the load on the network. This network camera offers tampering, motion detection and defocus detection and other features for added utility.



6290 Old Berwick Road Bloomsburg, Pa 17815

Phone: (570)387-6940 Fax: (570)387-6941

Toll Free: (877)937-6328

www.northeasternautomated.com

2 Samsung 5 MP Outdoor Network IR Bullet Camera

Cover the surveillance requirements for hospitals, offices, schools and more with the Hanwha WiseNet Bullet Camera. It features a 1/2.8-inch 5 MP CMOS sensor that captures videos at a maximum resolution of 2592 x 1944 pixels. This camera's angular field of view allows you to monitor large outdoor areas. It supports MJPEG, H.264 and H.265 compression technologies to reduce data size and extend the recording duration, which helps minimize the load on the network. This network camera offers tampering, motion detection and defocus detection and other features for added utility.



2 Samsung IR Bullet Camera Back Box

This box from Samsung is an Outdoor aluminum-constructed junction box for Samsung IR bullet cameras.



4 IP Camera Prewire

IP camera wire installation.



1 NVR Security Lockbox Heavy Duty 16 Gauge Steel with AC Fan for Wall or Floor Mount Enclosure

Constructed from heavy-duty 16 Gauge (1.3mm) steel in a durable black powder-coated finish. This ensures your valuable NVR data stays secure from damage, tampering or theft, the lock boxes front door locks with the included keys. The edges of the door wrap around the left and right sides of the enclosure and has a removable top panel for optimum security and access.



Area Total

Equipment \$3,422.84

6290 Old Berwick Road Bloomsburg, Pa 17815

Phone: (570)387-6940 Fax: (570)387-6941

Toll Free: (877)937-6328

www.northeasternautomated.com

PROJECT SUMMARY

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

Equipment Total	\$3,422.84
Installation Total	\$895.00
Tax	<u>\$0.00</u>
TOTAL	\$4,317.84

Signature

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