

**BLOOMSBURG PUBLIC HEARING FOR ZONING REHAUL/ SALDO AMENDMENTS
COUNCIL MEETING TO FOLLOW PUBLIC HEARING
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)
MONDAY, MARCH 11, 2024, 6:00 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>.

Public Hearing- 6 p.m.

Matthew Turowski, Town Solicitor

- All comments that were made online through the portal are entered into public record.
- The hearing is for your statement to be on the record regarding the zoning & SALDO rehaul/ amendments. Any questions you have will be answered to the best of our ability. If you have changes to recommend, we will have that summarized on a separate sheet.
- Council will discuss the public comments at their meeting following the hearing.
 - All changes that are recommended will be before Council.
 - Council will provide recommendations on any adjustments to Environmental Planning & Design, LLC.

Rules to speak:

- You must sign up to speak.
- Citizens that have signed up in person will speak first and those that signed up via Zoom will speak second.
- Those of you that are in person that have not signed up, please see the secretary outside in the hallway.
- Citizens that are on Zoom, please insert your name and address in the chat box.
 - The chat box is for names and addresses only. If public comment is being made, you will be removed from the meeting, as everything needs to be transcribed by the stenographer.

When it is your turn to speak

- You will be called upon to speak.
- Please speak from the podium.
- You must state your name and address.
- There will not be no interruptions when you are speaking.
- Your question(s) will be summarized for the Town's response.
- Your recommendations will be summarized for Town Council's consideration.

Council meeting

Call to order.

Pledge of allegiance.

Council remarks.

- An executive session was held on March 6, 2024 from 10:50 a.m.- 11:01 a.m. regarding a code legal matter.
- An executive session was held on March 6, 2024 from 11:38 a.m.- 12:01 p.m. regarding a code personnel matter.

Citizens to be heard.

Review of recommendations for the zoning rehaul and SALDO.

Summary of changes Council would like prepared for adoption.

Vote for those changes- individual votes or grouped vote.

Flood/ Insurance Awareness Proclamation- March 18th – 22nd.

Approval of the Council minutes from the February 26, 2024 meeting.

1. **ADMINISTRATIVE FINANCE COMMITTEE – Justin Hummel**
 - A. Recommendation to approve an appraisal from Real Estate Appraisal & Marketing Associates in the amount of \$5,000 in regards to the Weis Markets tax assessment appeal. Note: if approved, the Town Manager and Town Solicitor will not act upon the appraisal unless needed for court purposes.
 - B. Recommendation to approve the 2024 basic membership with Columbia-Montour Visitors Bureau in the amount of \$101.97.
 - C. Recommendation to accept the resignation of Amelia Blackledge as a crossing guard effective February 15, 2024.
 - D. Recommendation to approve the February list of bills.
 - E. Recommendation to approve the following for the July 4, 2024 event.
 - i. Quote from Beaver Valley Environmental, LLC in the amount of \$450 for 6 portable restrooms.
 - ii. Quote from the West Branch Rental LLC in the amount of \$150 for a dunk tank.
 - iii. Phone quote from Catawissa Bottling Company for:
 1. Renting big bottles for \$30 with deposit being returned back.
 - a. \$3 a box (12 quantity) for 10 cases.
 2. Purchase of 24 bottles (20 oz.) for \$21 for 18 cases in the amount of \$378. Flavors: Blue Birch, Orange Cream, Root Bear and Cherry.

3. Thank you to Bloomsburg Fire Department for letting the Town rent the bottle rings.
- F. Recommendation to approve the following 2024 pool dates.
 - i. June 8, 2024 - September 2, 2024 (Sunday – Saturday)
 - ii. Open for the weekend only: September 7th & September 8th
2. **PUBLIC WORKS & ENVIRONMENTAL COMMITTEE – James Garman**
 - A. Recommendation to provide a support letter to accompany LIVIC Civil’s engineer study results for Ft. McClure Boulevard for PennDOT’s review and consideration.
Note: Engineer plans were sent with the agenda on 3/9/2024.
 - B. Recommendation to approve purchasing a new projector from Staples in the amount of \$849.99 for the airport conference room. Note: this will be overbudget and will be expensed within the airport general fund department.
 - C. Recommendation to approve payment to Tra Electric Inc. in the amount of \$6,400 for the East Street decorate light from July 2023.
 - D. Recommendation to approve purchasing 20 chairs from the Pool Furniture Supply for the Town Pool with the \$50k Degenstein grant funds in the amount of \$9,904. Note: John Fritz will be reviewing the same chairs from the Sunbury Pool on 3/15/2024 prior to purchasing.
3. **COMMUNITY & ECONOMIC DEVELOPMENT/ PUBLIC SAFETY COMMITTEE- Toni Bell**
 - A. Recommendation to support the TNR program for 2024.
 - B. Recommendation to approve advertising the pedalcycle ordinance.
 - C. Recommendation to make no changes to overnight parking regulations.
 - D. Recommendation to approve adding the new fire department command vehicle on the town fuel list. Note: potential that the fire police van will be retired and removed from the list.

Executive Session

Code personnel matter.

-Potential vote to advertise for a Code Enforcement Officer I.

Next Meeting: March 25, 2024- February department reports will be on this agenda along with Act 172 discussion.

TOWN OF BLOOMSBURG
Columbia County, Pennsylvania
PROCLAMATION
March 11, 2024
Flood Awareness Week

- WHEREAS, The Town of Bloomsburg supports Flood Safety Awareness; and
- WHEREAS, Town Council is encouraging all citizens to understand the risk, take action, and be an example where you live. During a flooding event over one-third of the land mass of the Town can be covered; and
- WHEREAS, flooding is a nationwide threat to the United States and its territories throughout the year. However, not all floods are alike. Some floods develop slowly, while others, such as flash floods, can develop in just a few minutes and without visible signs of rain. Additionally, floods can be local, impacting a neighborhood or community, or very large, affecting entire river basins and multiple states; and
- WHEREAS, everyone should be aware of flood hazards no matter where you live or work, but especially if you are in low-lying areas, near water, behind a levee or downstream from a dam. Even very small streams, gullies, creeks, culverts, dry streambeds or low-lying ground that appear harmless in dry weather can flood; and
- WHEREAS, the Town of Bloomsburg alongside of the Federal Emergency Management Agency (FEMA) and the Ready Campaign will be encouraging RESIDENTS to take action; and
- WHEREAS, Bloomsburg participates in the National Flood Insurance Program (NFIP) developed by the Federal Emergency Management Agency (FEMA). The Community Rating System (CRS) is a voluntary program that seeks to reduce flood damages to insurable property, strengthen and support the insurance aspects of the NFIP. Currently, the Town is a Class 7 which provides a 15% flood insurance premium discount; and
- WHEREAS, The NFIP provides flood insurance to property owners, renters and businesses, and having this coverage helps recover faster when floodwaters recede. Although flood insurance is not legally required for all properties, it is generally a good idea to have it. Even if a home is not in the Special Flood Hazard Area (SFHA), it may still have a high

risk of flooding. In fact, properties outside of FEMA-mapped high-risk areas account for 20% of all NFIP claims and receive 33% of federal disaster assistance for flooding. Further, flood insurance for homes outside the SFHA can be quite affordable since FEMA offers low-cost policies for these properties if they have not previously flooded; and

WHEREAS, Citizens living in a participating community are encouraged to consider flood insurance before the next flood occurs. Flood insurance, like other property and casualty coverage, is written by licensed insurance agents. The agent who writes your homeowners or property insurance should be able to assist you in determining your eligibility and coverage options; and

THEREFORE, I, Justin Hummel Mayor of the Town of Bloomsburg, Pennsylvania, in recognition of this event do hereby proclaim the week of March 18-22, 2024 as Flood Awareness Week. Thank you to Charles Fritz the Town's CRS Coordinator and the Bloomsburg Flood Task Force for their continued efforts.

IN WITNESS WHEREOF, I hereunto
have set my hand and caused the seal of
the Town of Bloomsburg to be affixed
this 11th day of March, 2024

Attest: _____
Lisa Dooley, Town Manager

Justin C. Hummel, Mayor

The Bloomsburg Town Council held their regular meeting on Monday, February 26, 2024 beginning at 7:00 p.m. in Council Chambers, 2nd Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <https://us02web.zoom.us/j/4569203798>.

Mayor Justin Hummel called the meeting to order at 7:00 p.m., present were Council Members Toni Bell, James Garman, Jaclyn Kressler, Nick McGaw and Jessica Jordan (Zoom). Town Manager / Secretary/ Treasurer Lisa Dooley, Chief of Police Scott Price, Public Works Director John Fritz, Director of Code Enforcement Mike Reffeor, Code Officer Kyle Bauman, Director of Governmental Services/ Recycling Coordinator Charles Fritz, Fire Chief Scott McBride, Airport Coordinator BJ Teichman (Zoom), Director of Finance Kim Pogash (Zoom) and Administrative Assistant Christine Meeker (Zoom). Also present were MJ Mahon, Brian Trombly, William Stewart, Kate Magni, Jesse Smith, Liz Clammer (Zoom), Steve & Barbara Coladonato (Zoom), Jakki Trombly (Zoom), John Klinger (Zoom), Felipe Quezada (Zoom), Corey Johnson from LIVIC Civil, Stacy Wagner (Zoom), David Hill (Zoom), Dennis (Zoom) and three public citizens. Absent was Bonnie Crawford.

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.

It was announced that 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.

Kate Magni was present to request support from the Town for a small group of local individuals and residents in their effort to raise funds to launch a TNR program within the Town. Ms. Magni stated this group has set a goal to complete 25 TNR's within the town limits for 2024. She also requested the Town to consider including \$4,000 in the 2025 budget to cover the cost of 100 vouchers. Ms. Magni is scheduled to attend the Community & Economic Development/ Public Safety Committee meeting on February 27, 2024 and will provide additional information at that time.

APPROVAL OF THE COUNCIL MINUTES FROM THE FEBRUARY 12, 2024 MEETING.

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved the minutes from the January 2, 2024 meeting. Note: Steve Coladonato questioned why Marianne Kreisher's prepared statement to Council was not included in the minutes from the February 12, 2024 meeting. L. Dooley stated that she e-mailed Council previously and said the document will be added to the minutes following approval.

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.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved 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.

APPROVAL OF RETAINING THE FOLLOWING POOL EMPLOYEES.

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved retaining the following pool employees for the 2024 season.

1. Colleen Tarantino- pool coordinator- \$18 per hour
2. Rachel Heggenstaller- headguard- \$16 per hour

3. Nicholas Madey-headguard- \$16 per hour
4. Nora Fritz- headguard- \$16 per hour
5. Janelle Surkin- pool consultant- \$20 per hour
6. Ronald Pratt- pool consultant- \$20 per hour

APPROVAL TO EXTEND THE PROBATIONARY PERIOD OF ROBERT MOYER FOR ONE MONTH FROM 3/5/2024 TO 4/5/2024.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved extending the probationary period of Robert Moyer for one month from 3/5/24 to 4/5/24.

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.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved a quote from Atlantic Tactical in the amount of \$18,742.80 for weapons for the police department.

APPROVAL TO SELL 20 QUANTITY GLOCK MODEL 21 GENERATION 4 IN THE AMOUNT OF \$294.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved to sell 20 Glock Model 21, Generation 4 guns for the amount of \$294 each.

APPROVAL OF VOIDING THE CIVIL SERVICE LIST PENDING THE OUTCOME OF ANDERSON (MARCH 1ST BY 10 A.M. REQUEST).

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved voiding the civil service list pending the outcome of Anderson's decision by March 1st by 10:00 a.m.

APPROVAL OF MOVING FORWARD WITH A NEW CIVIL SERVICE SEARCH PENDING THE OUTCOME OF ANDERSON (MARCH 1ST BY 10 A.M. REQUEST).

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved moving forward with a new civil service search pending the outcome of Anderson (March 1st by 10:00 a.m.).

APPROVAL OF ENTERING INTO TWO TERMINATION AGREEMENTS WITH JOURNEY BANK FOR THE SWEEP ACCOUNTS (GENERAL AND RECYCLING).

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved entering into two termination agreements with Journey Bank for the sweep accounts (General and Recycling).

APPROVAL OF ENTERING INTO AN AGREEMENT REGARDING PUBLIC DEPOSITS WITH JOURNEY BANK.

On motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved entering into an agreement regarding public deposits with Journey Bank.

APPROVAL OF CLOSING THE TWO SWEEP ACCOUNTS (GENERAL AND RECYCLING) WITH JOURNEY BANK.

On a motion by J. Garman, seconded by T. Bell, and voted on unanimously, Council approved closing two sweep accounts (General and Recycling) with Journey Bank.

APPROVAL OF ADJUSTING EIGHT BANK ACCOUNTS TO PLATINUM PRIME.

On a motion by N. McGaw, second by J. Kressler, and voted on unanimously, Council approved adjusting eight bank accounts to platinum prime.

APPROVAL OF CONVERTING ALL ACCOUNTS WITHIN THE SWEEP ACCOUNTS TO PLATINUM PRIME. CREATING TWO NEW ACCOUNTS DUE TO THE TRANSITION OF ACT 72.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved converting all accounts within the sweep accounts to platinum prime. Creating two new accounts due to the transition of Act 72.

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.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved not to have lights at the tennis courts. Note: This item was discussed at the February 6th meeting, but a formal vote was not taken. This option can be added to the bid specifications as an alternate if there is funding available.

APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH LIVIC CIVIL.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved a professional service agreement with LIVIC Civil.

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.

On a motion by J. Garman, seconded by J. Kressler, and voted on unanimously, Council approved 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.

UPDATE ON THE CODE BLUE ALERT.

S. Price reported that for the time being the Code Blue shelter at AGAPE will not be operating on a set schedule. A notice and contact information will be posted on the door in the event someone needs assistance. AGAPE is working with the code department and the police department on a policy for future need.

UPDATE ON THE CONDEMNED PROPERTIES IN TOWN.

M. Reffeor updated Council on the status of condemned/abandoned properties in Town.

APPROVAL TO APPOINT ANDREW AUGUSTINE TO THE FLOOD TASK FORCE.

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved to appoint Andrew Augustine to the Flood Task Force.

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.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council granted a ninety (90) day extension for the Gillespie Park Land development to allow ample time to resubmit phase I of the land development project for review.

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.

On a motion by J. Garman, seconded by N. McGaw, and voted on 1 to 5, (Hummel, Bell, Garman, Kressler and Jordan voting no and McGaw voting yes), Council denied the request to waive the financial security for phase I of the Gillespie Park project.

RECOMMENDATION FROM THE PLANNING COMMISSION TO GRANT THE FOLLOWING WAIVER REQUESTS FOR THE STEVE SHANNON WAREHOUSE ADDITION LAND DEVELOPMENT PROJECT.

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved granting the following waivers for the Steve Shannon Warehouse 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)

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.

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved a quote from Northeastern Automated Technologies, Inc in the amount of \$ 1,725.60 for the Town Park bathroom located by the ball fields.

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.

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved a quote from Northeastern Automated Technologies, Inc in the amount of \$ 1,555.68 for the Town Park bathroom located by the bandshell.

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.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved a quote from Northeastern Automated Technologies, Inc in the amount of \$ 4,939.17 for the Town Pool. Note: This option will allow for the addition of 4 cameras to be added in the future.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council adjourned the meeting at 8:07 p.m.

Lisa Dooley
Town Manager/Secretary/Treasurer



PROPOSAL FOR PROFESSIONAL VALUATION SERVICES

Appraisal Assignment

DATE OF AGREEMENT: 1/23/2024

PARTIES TO AGREEMENT:

Client:		Appraiser:	
<i>Client Name</i>	Lisa M. Dooley	<i>Appraiser Name</i>	Richard J. Drzewiecki, MAI, CPE
<i>Client Company</i>	Town of Bloomsburg	<i>Appraiser Company</i>	Appraisal & Marketing Associates, Inc.
<i>Address</i>	301 E. 2 nd Street	<i>Address</i>	875 N. 4 th Street
<i>City, State, Zip</i>	Bloomsburg, PA 17815	<i>City, State, Zip</i>	Sunbury, PA 17801
<i>Phone</i>	(570) 784-7123	<i>Phone</i>	(570) 988-1900
<i>Fax</i>	(570) 317-2003	<i>Fax</i>	(570) 988-1923
<i>Email</i>	ldooley@bloomsburgpa.org	<i>Email</i>	richard@amaincpa.com

Client hereby engages Appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

Weis Market
725 Columbia Boulevard
Town of Bloomsburg, Columbia County, Pennsylvania 17815
Tax Parcel ID: 05E12-04700

PROPERTY TYPE

Existing one-story retail facility

INTEREST VALUED

Fee simple/Lease fee

INTENDED USERS

At the request of Ms. Lisa Dooley, this report is prepared for the use of the Town of Bloomsburg and their legal counsel. The intended users of this report include the Town of Bloomsburg, their legal counsel and persons specifically authorized by the client, such as the Columbia County Court of Common Pleas or any other court with jurisdiction over the appeal.

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE

To assist Clients and intended users in the review of the real estate tax assessed value of the subject property.

TYPE OF VALUE

Market value for Pennsylvania tax assessment appeal purposes, Buhl.

DATE OF VALUE

Retrospective as of date of tax appeal filed, Subsequent Dates as required.

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

We will complete this report with the extraordinary assumption that no significant changes have occurred to the property between the effective date of the appraisal and our date of inspection.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

ANTICIPATED SCOPE OF WORK**Site visit**

Exterior and Interior Observation as available

Valuation approaches

Sales comparison approach / Income approach / Cost Approach – As applicable

Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.

APPRAISAL REPORT**Report option**

Appraisal Report

Form or format:

Narrative

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

To be provided by client

DELIVERY DATE

Approximately 45 days from receipt of signed engagement letter and requested items including access to the property for an interior inspection. If additional requested data is not provided within the timeframe allotted, I reserve the right to extend the due date.

DELIVERY METHOD

E-mail to client

PAYMENT TO APPRAISAL FIRM

\$5,000

Term: 2/10 Net 30 days. Any fee remaining unpaid 30 days following delivery of the report will be subject to a late payment charge of 1.5 percent per month or the appropriate legal limit.

RETAINER REQUIRED

A retainer to bind the acceptance of this proposal is waived.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

FEES ASSOCIATED WITH LITIGATION

Should my expert testimony be required for court time, an additional fee in the amount of \$450 per hour will be required for litigation (minimum 6 hours). Any conferences or meetings prior to the trial date will be billed at \$200 per hour.

All expenses including mileage, accommodations or other expenses will be individually billed. Preparation time will be necessary prior to testimony, including re-inspection of subject property and comparable sales immediately before testimony as required.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 30 days of the Date of Agreement specified.

PROPOSED IMPROVEMENTS

None – property to be valued “as is”

PROPERTIES UNDER CONTRACT FOR SALE

If the property appraised is currently under contract for sale, Client shall provide to appraiser a copy of said contract including all addenda.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement. Independent contractors may include mineral valuation experts or timber valuation experts. Upon clients approval we will engage the required expert. All costs incurred will be the responsibility of the client.

GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony.

ITEMS NECESSARY BEFORE STARTING ASSIGNMENT

The following is a list of items requested to complete the appraisal assignment. Please feel free to provide any additional data you would like us to consider during this appraisal assignment. It is essential that all data is provided at the beginning of the assignment to avoid delays. Any data provided at a later date may result in an extension of the completion time and has the potential for additional fees. We will work with you to collect any necessary data not listed below.

The name and telephone number and email address of the person to schedule the inspection and gain access to the building improvements.
Full and complete copies of all leases including land leases and addendums
Copy of a rent roll showing the current rental rates in place
List including the date, cost, and description of any major repairs, alterations or other improvements made to the property in the last 10 years
Engineered drawings or blueprints with measurements of the improvements if available
Site plan or property survey if available
Copy of the Appeal Filing
Copy of all engagement letters or contract to lease space or sell property including marketing brochures, asking prices, recommendations for price levels by brokers including market analysis or competitive data for asking rents or sale prices. Appraisers are required to analyze marketing history and this request serves as the basis for developing this analysis.
Copy of any and all additional data whether written or electronic provided to any other real estate appraiser engaged to develop an opinion of value for the subject property within the past three years

Our work will commence upon receipt of a signed copy of this engagement letter and requested data.

If requested data is not provided within the timeframe allotted, we reserve the right to extend the due date. Please understand that our work does not begin until we receive the requested data. It is your responsibility to see that we received this information because often times opposing counsel and their clients stall the process or object to providing the information and we are powerless to obtain it. The data requested is necessary to develop an opinion of market value for this property and is normal, typical, and customary for property owners to produce this information.

By Appraiser

1/23/2024

Date



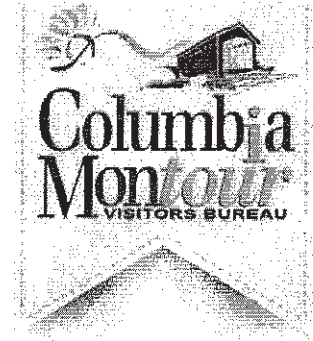
Richard J. Drzewiecki, MAI, CPE
President
PA Certified General Appraiser GA000156L
Appraisal & Marketing Associates, Inc.

By Client

Date

Lisa Dooley
Town of Bloomsburg

Columbia-Montour Visitors Bureau
 121 Papermill Road
 Bloomsburg, PA 17815
 Tel (570) 784-8279
 E-Mail iTour@cmvb.com



INVOICE 162	PO NUMBER	2/14/2024
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BILL TO

MESSAGE

Lisa Dooley
 301 East Second Street
 Bloomsburg, PA 17815

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Basic Membership Annual	101.97	101.97

SUBTOTAL	101.97
SALES TAX	0.00
SHIPPING & HANDLING	0.00
TOTAL	101.97
PAYMENT/CREDIT/WRITE OFF/DISCOUNTS APPLIED	(0.00)
TOTAL DUE BY 4/1/2024	101.97

Thank you for your business!

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL OPEN INVOICE
101.97	0.00	0.00	0.00	101.97

[Submit payment online here](#)

If paying by cash or check a 3% discount applies.

BILLS TO BE ACKNOWLEDGED

March 6, 2024

Fund			
01	GENERAL FUND:		
400/486		Administration	\$ 81,929.70
403		Tax Collector	\$ 2,088.89
409		Town Buildings	\$ 4,304.35
410		Police Protection	\$ 69,151.86
413		Code Enforcement & Zoning	\$ 7,438.98
415		Emergency Management	\$ 33.25
430/431/433/435/436/437		Public Works	\$ 65,047.56
440		Airport	\$ 23,465.51
454		Town Park	\$ 1,473.04
		Total	<u>\$ 254,933.14</u>
02	STREET LIGHTING FUND		\$ 7,193.39
03	FIRE FUND		\$ 18,202.08
04	RECYCLING FUND		\$ 32,080.96
32	POOL FUND		\$ 119.16
35	LIQUID FUELS FUND		\$ 5,788.45
41	CDBG ENTITLEMENT		\$ 67,884.17
45	HOME FUND		\$ 72,252.00
01	FEBRUARY PAYROLL		\$ 255,986.74
	TOTAL BILLS TO BE APPROVED		<u>\$ 714,440.09</u>



Beaver Valley Environmental, LLC
SEPTIC & PORTABLE RESTROOM COMPANY

PO Box 28, Mifflinville, PA 18631
570-752-2119 or 1-888-499-9133
www.beavervalleysepticnepa.com

February 16, 2024

Town of Bloomsburg

ATTN: Rachel Hager

Bloomsburg Town Hall

301 East 2nd Street

Bloomsburg, PA 17815

Dear Rachel,

Beaver Valley Environmental would like to submit the following quote for portable restrooms at the July 4th event on July 4, 2024.

4 Standard Units	\$70.00 ea. (Tax Exempt)
2 Handicap-Accessible Units	\$85.00 ea. (Tax Exempt)
Total Cost for 7/4/24	\$450.00

Prices include delivery/setup of the units, toilet paper, hand sanitizer, and removal of the units at the completion of the event.

Thank you for allowing Beaver Valley Environmental, LLC to provide this quote for you! Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Amanda Weaver

Amanda Weaver

Administrative Assistant

aweaver@benviro.net

O – 570-752-2119 or 1-888-499-9133

QUALITY EQUIPMENT
COURTEOUS SERVICE
FAIR PRICES

WEST BRANCH RENTAL LLC

RENTALS SALES SERVICE

441 North 10th Street
Lewisburg, PA 17837
Phone (570) 523-6216

HOURS

SUMMER: M - FRI 7:00 AM - 8:00 PM
SAT 7:00 AM - 1:00 PM
WINTER: M - FRI 7:30 AM - 5:00 PM
SAT 7:00 AM - 1:00 PM

1-627040

Reservation

Customer Pickup

Rent Date:	7/3/2024 11:59 AM
Due Date:	7/5/2024 12:00 PM
Return Date:	
Order Terms:	Due On Receipt
PO #:	
Job #:	

Event:

Customer Information

TOWN OF BLOOMSBURG
301 EAST 2ND STREET
Bloomsburg, PA 17815

Ship VIA	Customer Email	Work Phone #	Fax Phone #
		(570) 993-4045	
Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name
29215			
Description	Qty Out	Qty. In	Daily
DUNK TANK-RED	1		\$150.00
Item ID: P13149			\$450.00
			\$1350.00
			\$150.00
			\$150.00

<--- Rental --->

Rent Date: 7/3/2024 11:59 AM

Serial: RED

Due Date: 7/5/2024 12:00 PM

WBR is not responsible for the filling or emptying of tank. There will be a \$50 charge if we have to empty the tank. Nothing other than water should be placed in the tank, if there is, there will be a \$75 cleaning fee. There will be an \$8 fee per ball if missing.

Order Notes:

EVENT IS JULY 4, 2024

EMAIL: LDOOLEY@BLOOMSBURGP.A.ORG

Order Terms:

I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I also agree to the damage waiver charges. I have received a copy of this agreement.

X

Customer Signature

Customer Name (Printed)

Date

WINTER HOURS:
Monday - Friday 7:00am - 5:00pm
Saturday 8:00am - 12:00pm
Closed Sundays



Rental Charges:	\$150.00
Sub Total:	\$150.00
Tax:	\$0.00
Order Total:	\$150.00
Amount Paid:	\$0.00
Amount Due:	\$150.00

Tax Exempt ID: EXEMPT

QUALITY EQUIPMENT
COURTEOUS SERVICE
FAIR PRICES

WEST BRANCH RENTAL LLC

RENTALS SALES SERVICE

441 North 10th Street
Lewisburg, PA 17837
Phone (570) 523-6216

HOURS

SUMMER: M - FRI 7:00 AM - 5:00 PM
SAT 7:00 AM - 1:00 PM
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SAT 7:00 AM - 1:00 PM

1-627040

Reservation

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Order Terms:	Due On Receipt
PO #:	
Job #:	

Event:

Customer Information

TOWN OF BLOOMSBURG
301 EAST 2ND STREET
Bloomsburg, PA 17815

Ship VIA	Customer Email	Work Phone #	Fax Phone #
		(570) 993-4045	
Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name
29215			
Description	Qty Out	Qty In	Daily
DUNK TANK-RED	1		\$150.00
Item ID: P13149			\$450.00
			\$1350.00
			\$150.00
			\$150.00

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Order Notes:

EVENT IS JULY 4, 2024

EMAIL: LDOOLEY@BLOOMSBURGPA.ORG

Order Terms:

I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I also agree to the damage waiver charges. I have received a copy of this agreement.

X

Customer Signature

Customer Name (Printed)

Date

WINTER HOURS:
Monday - Friday 7:00am - 6:00pm
Saturday 8:00am - 12:00pm
Closed Sundays



Rental Charges:	\$150.00
Sub Total:	\$150.00
Tax:	\$0.00
Order Total:	\$150.00
Amount Paid:	\$0.00
Amount Due:	\$150.00

Tax Exempt ID:	EXEMPT
----------------	--------

Thank You For Your Business!
Printed: Friday, March 01, 2024 12:00 PM

cing the New LetraTag® 200B!

Create space to breathe and easily print labels with your smartphone or tablet via Bluetooth® wireless technology.

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In the box

3.5" H
11.2" D
12.2" W



- Power cord
- USB cable
- Soft carrying case
- Remote control with AA batteries



Quick Setup Guide

Epson Pro EX9240 Business V11H978020 Wireless 3LCD Projector, Black

4.6 ★★★★★ 12 Reviews | 1 Question

\$849.99

Delivered FREE

Pick up in store

Deliver to Palmerton, PA ✓ by tomorrow
≡ **Next-Day eligible** Order within 4 hrs 40 mins

Quantity

1

Add to cart

[Share](#) [Compare](#) [Add to list](#)

Pay in 4 interest-free payments of \$212.50 with **PayPal** | [Learn more](#)



Protect your purchase

Tech help available for set-up & troubleshooting. If something happens that we can't repair it, we'll replace or reimburse you.

No protection plan

Standard Protection Plan

2-Year ?

\$59.99

3-Year ?

\$99.99

Save an extra \$50.00

Epson PowerLite 1781W Wireless LCD Business Projector, Black



4.6 ★★★★★

\$799.99

1

Add to cart

staples



Highlights [View full product details](#)

- This business projector is great for displaying large-group presentations, spreadsheets, and videos, even in well-lit rooms
- Advanced 3LCD technology displays 100% RGB color signal for every frame without any rainbowning or color brightness issues
- Color brightness: 4000 lumens

[Free Returns](#)

2/22 - Fixed

TRA ELECTRIC INC

2650 WHITMOYER RD
WATSONTOWN, PA 17777-7819
(570) 649-5120

RECEIVED

FEB 26 2024

INVOICE

Invoice No: 23164

Date: 2/23/2024

Due Date: 3/24/2024

Job No: 23164

Description: STREETSCAPE POLE REPAIR

PO #:

Bill To:

TOWN OF BLOOMSBURG
301 E SECOND STREET

BLOOMSBURG PA 17815-1870

July 2023 Insurance
PW

Description	Extended Price
STREET SCAPE LIGHTING POLE LOCATED IN THE 300 BLOCK OF EAST STREET DAMAGED BY VEHICLE.	
RESET CONCRETE FOUNDATION AND REPLACE DAMAGED LUMINAIRE.	6,400.00

PW insurance expense.

Thank You For Your Business!

Amount Now Due:

6,400.00

Terms: Net 30 Days

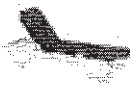



Search

Call at: 1-877-646-6320

20

MY CART

#	Remove	SKU	Image	Product(s)	Price	Qty.	Total
1		GF4040		Marina Plastic Resin Sling Stackable Chaise Lounge, White Pool Furniture, 34 lbs. Color Option: Blue / White Edit	\$459.95	<input type="text" value="10"/>	\$4,599.50
2		ND40450		Atlantico Sling Plastic Resin Chaise Lounge for Pool Deck and Patios, 30 lbs. Colors: Celeste / White Arm option: No Arms Edit	\$319.95	<input type="text" value="10"/>	\$3,199.50



[UPDATE QUANTITIES](#)**ESTIMATE SHIPPING**

-

Country: *

United States

State / province:

Pennsylvania

Zip / postal code:

17815

ESTIMATE SHIPPING

Commercial Carrier

\$2,105.00**DISCOUNT CODE**

+

ORDER TOTAL

Product(s):

\$7,799.00

Shipping:

TBD

Tax:

\$0.00**TOTAL:****Live Chat**

2024 TNR and Community Cat Proposal for The Town of Bloomsburg

TNR is a proven, effective step to reducing the population of stray cats and kittens while improving the overall health and quality of life for colony cats. Reducing the population of unwanted cats and kittens and ensuring the health and safety of colony cats reduces the number of intakes to local shelters, both in routine and emergency intake.

I propose that for 2024, The Town of Bloomsburg support a small group of local TNR advocates and town residents in their efforts to fundraiser for and complete 25 TNR surgeries for stray and community cats and kittens in Bloomsburg. I further propose that the town of Bloomsburg allocate funds within their 2025 town budget to cover the full or partial cost of at least 100 vouchers, up to but not exceeding \$4,000, for town residents to use to complete TNR projects in the town of Bloomsburg.

The 2024 TNR and Community Cat Proposal would be implemented in the following ways:

- 1.) Individuals already active in local TNR efforts in Columbia, Montour and Northumberland county would work to fundraise \$1,000 to cover 25 TNR appointments at \$40 through either Danville PSPCA in Danville or NoNonsenseNeutering in Plains.
- 2.) Working with the town council and residents, those same individuals would identify cats or colonies in need within the town of Bloomsburg and work with town to get them trapped and sterilized through either of the above clinics before returning them to the location trapped.
- 3.) The individuals volunteering to help establish and build a TNR plan for the town of Bloomsburg would work to train town residents on how to safely and effectively trap, transport and relocate feral and community cats for TNR. They would further act as support to those residents working to get feral and community cats fixed and offer advice on how to manage existing colonies. The individuals volunteering would help to coordinate distribution of the vouchers, trapping of the cats, transport to their appointments and their return to their original trapped location while communicating successes and challenges to the council.

While individuals are willing to volunteer their time, knowledge, energy and resources to launching an initial TNR program for the town of Bloomsburg in 2024, those same individuals are expecting the support of the town council, codes

enforcement and police in ensuring they are able to safely and humanely trap and sterilize cats within the borough and return them to their original location.

Individuals working to trap within the town of Bloomsburg, with the help of town residents, will follow all town and local policies and laws to ensure that they are not trespassing on private property, littering, violating curfew or acting in a manner that is dangerous or inhumane to the cats themselves. In return, the individuals trapping ask that the council and borough make it a point to inform town residents of the initial program and ensure local codes and police are also aware and supportive of the individuals.

Individuals helping to launch the initial TNR program for the town of Bloomsburg would loan their personal humane traps but would encourage the town to purchase their own for 2025 for town residents to rent for use.

The individuals responsible for implementing and completing the initial TNR project for the town of Bloomsburg will provide regular updates to the town council as well as receipts and addresses of the cats trapped.

PEDALCYCLES

PART 1

Pedalcycles

§ 3-101. Definitions.

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

ALLEY — A street or highway intended to provide access to the rear or side of lots or buildings in urban districts and not intended for the purpose of through vehicular traffic.

BICYCLE — See pedalcycle.

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

COMMONWEALTH — The Commonwealth of Pennsylvania

DRIVER — a person who drives or is in actual physical control of a vehicle, which includes a pedalcycle.

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

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

MOTORCYCLE — A motor vehicle having a seat or saddle for the use of the rider and:

- (1) designed to travel on not more than three wheels in contact with the ground; or
- (2) designed to travel on two wheels in contact with the ground which is modified by the addition of two stabilizing wheels on the rear of the motor vehicle.

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

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

MOTOR SCOOTER — A 2-wheeled vehicle powered by an engine or an electric motor and does not have a seat or saddle for the driver.

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

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

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

PEDALCYCLE PATH — A path or other area that has been designated by the Town and marked by signs for pedalcycle and/or motorized pedalcycle use, with or without shared pedestrian use.

PEDESTRIAN — Any of the following:

- (1) An individual afoot.
- (2) An individual with a mobility-related disability on a self-propelled wheelchair or an electrical mobility device operated by and designated for the exclusive use of an individual with a mobility-related disability.
- (3) A personal delivery device.

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

SIDEWALK — That portion of a street between curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for use by pedestrians.

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

TOWN — Town of Bloomsburg

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

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

§ 3-102. Operation of Pedalcycles.

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

a. Riding on Sidewalks.

- (1) No pedalcycle shall be ridden upon a sidewalk in a Business District unless permitted by official traffic control devices, nor when a usable pedalcycle lane

has been provided adjacent to the sidewalk within the Town unless permitted by official traffic control devices. No motorized pedalcycles or motor-driven cycles shall be operated upon any sidewalk unless specifically designated by the Town.

- (2) No person shall drive any vehicle except a human-powered vehicle upon a sidewalk or sidewalk area except for a vehicle designed for the exclusive use by a person with a mobility-related disability or an EPAMD.

b. Riding on Streets, Pedalcycle Paths and Pedalcycle Lanes.

- (1) Every person operating a pedalcycle upon a street shall ride as near to the right side of the street as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction, and shall ride in the same direction as traffic, unless directed otherwise by the Town.
- (2) Persons operating pedalcycles or EPAMD upon pedalcycle paths and/or pedalcycle lanes shall ride to the right side unless designated otherwise.
- (3) Any person operating a pedalcycle upon a street which carries traffic in one direction only (one-way streets) and has two or more marked lanes may ride as near to the left-hand curb or edge of the street as practicable, exercising due care when passing a standing vehicle or a vehicle proceeding in the same direction.
- (4) When a pedalcycle and a vehicle enter an intersection from different streets at approximately the same time, the operator of the vehicle or pedalcycle on the left shall yield the right-of-way to the vehicle or pedalcycle on the right.
- (5) No golf carts, motor-driven cycles, mopeds, automobiles, all-terrain vehicles or utility task vehicles may be operated on a pedalcycle path or pedalcycle lane unless specifically designated by the Town.
- (6) Employees of the Town and/or its designated agents shall be permitted to operate a utility terrain vehicle upon a street, pedalcycle path and/or pedalcycle lane solely for the purposes of performing duties within the scope of such person's employment and for no other purpose.

c. Limitations of riding abreast. Persons operating pedalcycles upon a street shall not ride more than two (2) abreast except on pedalcycle paths and/or pedalcycle lanes or parts of streets set aside for the exclusive use of pedalcycles by the Town of Bloomsburg Council.

d. Slower than prevailing speeds. A pedalcycle operated at a slower than a posted prevailing speed shall be driven in the right-hand lane when available for traffic, or as close as practicable to the right-hand curb or edge of the street except when preparing for a left turn at an intersection.

e. Right-Of-Way to Pedestrians. A person operating a pedalcycle upon a street shall yield the right-of-way to pedestrians and shall give an audible signal, by way of bell, horn or voice before overtaking and passing a pedestrian. A person operating an EPAMD upon a sidewalk and/or street shall yield the right-of-way to pedestrians and shall give an audible signal, by way of bell, horn or voice before overtaking and passing a pedestrian.

f. Passengers Illegal. A person operating a pedalcycle shall not ride other than upon or astride a permanent and regular seat attached thereto. A pedalcycle shall not be used

to carry more persons on it at one time than the number for which it is designed and equipped by the manufacturer of the same, except that an adult rider, age eighteen (18) years and above may transport a child in a pedalcycle child carrier which is securely attached to the pedalcycle or in a trailer which is towed by a pedalcycle. If the passenger is a minor weighing forty (40) pounds or less, the carrier shall have adequate provision for retaining the minor in place and for protecting the minor from the moving parts of the pedalcycle.

- g. Clinging to Vehicles Prohibited. No person operating a pedalcycle shall attach the same or himself to any moving vehicle upon a street for the purpose of being pulled along with the moving vehicle.
- h. Carrying Articles. No driver of a pedalcycle shall carry any package, bundle or article which prevents the driver from keeping at least one hand upon the handlebars or which obstructs the driver's vision.
- i. Improper Riding, Trick Riding, Racing.
 - (1) No person operating a pedalcycle or EPAMD on a street, sidewalk, pedalcycle lane or pedalcycle path shall participate in any race, speed or endurance contest, unless such race or endurance contest has the written permission of the Town of Bloomsburg and is under the supervision of the Town of Bloomsburg Police.
 - (2) No person riding or operating a pedalcycle shall perform any acrobatic, fancy or stunt riding upon any street, sidewalk or bicycle/pedalcycle path unless it is an organized activity approved by the Town of Bloomsburg and under the supervision of the Town of Bloomsburg Police.
- j. Obedience to Traffic Control Devices.
 - (1) All drivers operating a pedalcycle shall obey the instructions of official traffic-control devices applicable to vehicles, unless otherwise directed by a police officer or any appropriately attired person authorized to direct, control or regulate traffic.
 - (2) Whenever authorized signs are erected indicating that no right, left, or "U" turn is permitted, no driver of a pedalcycle shall disobey the direction of any such sign, except where such person dismounts from the pedalcycle to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians.
 - (3) Whenever authorized signs are erected, either permanently or temporarily, indicating that a road is closed, all drivers of pedalcycles must dismount and travel through such areas on foot, thereby abiding to all laws and ordinances regulating pedestrian traffic unless the road is closed due to an organized pedalcycle activity approved by the Town of Bloomsburg and under the supervision of the Town of Bloomsburg Police.
 - (4) All drivers of pedalcycles who dismount and travel on foot are subject to all provisions of law applicable to pedestrians.
- k. Stopping, Turning, Signaling.
 - (1) No pedalcycle driver shall suddenly stop, slow down or turn without giving an arm signal required by State law for the operation of motor vehicles. The proper

arm signals are as follows:

- (a) For a left turn, the hand and arm shall be extended horizontally.
- (b) For a right turn, the hand and arm shall be extended upward or a rider may also signal a right turn by extending the right hand and arm horizontally.
- (c) To stop or decrease speed, the hand and arm shall be extended downward.

(2) Every person operating a pedalcycle intending to turn right at an intersection, shall approach the turning point in the line of traffic nearest the right-hand curb of the street.

(3) Every person operating a pedalcycle intending to turn left at an intersection, shall approach the point of turning in the line of traffic nearest to the center of the street. The pedalcycle driver, in turning left at an intersection, shall pass to the left of the center of the intersection before turning, unless otherwise directed by markers, buttons or signs, except upon one-way streets. At intersections where traffic is moving in opposite directions, if it is not safe for pedalcycles to make turns, as mentioned above, the pedalcycle driver shall stay in the right-hand lane and ride to the opposite corner, then dismount and walk the pedalcycle to the left-hand corner and proceed. Left-hand turns may also be made by riding to the opposite corner and then turning left and riding in normal riding position. Crosswalks shall be used when walking a pedalcycle through an intersection.

l. Parking

- (1) A person may park a pedalcycle on a sidewalk, unless prohibited or restricted by an official traffic control device. A pedalcycle parked on a sidewalk shall not impede the normal and reasonable movement of pedestrian or other traffic.
- (2) No person shall chain or secure a pedalcycle to any Town stop sign, parking sign or any other official sign, nor any Town trees or parking meters.
- (3) Bicycle/pedalcycle racks are to be used, where available. No person shall chain or secure a pedalcycle to a bicycle/pedalcycle rack within a street right-of-way in excess of 72 hours. No person shall chain or secure a bicycle to a bicycle/pedalcycle rack in a municipal parking facility in excess of 30 days.
- (4) A pedalcycle may be parked on the street at any angle to the curb or edge of the street at any location where parking is allowed in the Town.
- (5) A pedalcycle may be parked on the street abreast of another pedalcycle near the side of the street at any location where parking is allowed.
- (6) A person shall not park a pedalcycle on a street in such a manner as to obstruct the movement of a legally parked motor vehicle.

m. Owner's Consent to Operate. No person shall intentionally take or ride a pedalcycle without the consent of the owner.

n. Helmets.

- (1) A person under the age of 12 years of age shall not operate a pedalcycle or ride as a passenger on a pedalcycle unless the person is wearing a pedalcycle helmet meeting the standards of the American National Standards Institute, the

American Society for Testing and Materials, The Snell Memorial Foundation's Standards for Protective Headgear for Use in Bicycling, or any other nationally recognized standard for pedalcycle helmet approval. This subsection applies to any person who rides:

- (a) Upon a pedalcycle while in a restraining seat attached to a pedalcycle; or
 - (b) In a trailer towed by a pedalcycle.
- (2) Notwithstanding any other provisions of law, any violation of subsection (1), above, is punishable by a fine, including all penalties, assessments and court costs imposed on the convicted person not to exceed \$25.00. The parent or legal guardian having control or custody of a person under 12 years of age whose conduct violates this subsection shall be jointly and severally liable with the person in the amount of the fine imposed.
- (3) As used in this subsection, the term "wearing a pedalcycle helmet" means having a pedalcycle helmet of good fit fastened securely upon the head with the helmet straps.
- o. Operation of Pedalcycle with Electric Assist. No person under 16 years of age shall operate a pedalcycle with electric assist on any street in the Town.

§ 3-103. Safety Equipment Required.

- a. Every pedalcycle and EPAMD when in use between sunset and sunrise, shall be equipped on the front with a lamp which emits a white light intended to illuminate the pedalcycle and/or EPAMD's operator's path and visible from a distance of at least 500 feet to the front, red reflector facing to the rear, and an amber reflector on each side. Operators of pedalcycles and/or EPAMD's may supplement the required front lamp with a white flashing lamp, light-emitting diode or similar device to enhance their visibility to other traffic and with a lamp emitting a red flashing lamp, light-emitting diode or similar device visible from a distance of 500 feet to the rear.

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

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

§3-104. Compliance with Pennsylvania Motor Vehicle Code

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

§ 3-105. Penalties and Enforcement.

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

Town of Bloomsburg Police Department.

§ 3-106. Impounding and Sale of Pedalcycles.

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

§3-107. Pedalcycle Paths and Pedalcycle Lanes.

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

§3-108. Rule and Regulations.

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

§ 3-107. Repealer.

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

ORDAINED AND ENACTED into law by the Bloomsburg Town Council in lawful session assembled this ____ day of _____, 202____

Attest:

Lisa Dooley, Secretary

TOWN OF BLOOMSBURG

Justin Hummel, Mayor