

**BLOOMSBURG TOWN COUNCIL MEETING  
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)  
MONDAY, MARCH 25, 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 March 11, 2024 from 8:05 p.m. until 8:37 p.m. regarding a Code personnel matter.

**Citizens to be heard.**

Alex Dubil.

Michael Williams.

Jared Harris.

Council will review a list of topics and identify preferred direction to incorporate within the Zoning & Sub-division rehaul/ amendments.

- Review and act upon any additional topics that have not been included in the original agenda.

Approval of the Council minutes from the March 11, 2024 meeting.

LSA Resolution 3.25.2024.01.

Inflation Reduction Act Urban and Community Forestry Resolution 3.25.2024.02.

**1. DEPARTMENT REPORTS.**

- A. Police department reports.
- B. Police officer reports.
- C. Public Works report.
- D. Town of Bloomsburg fuel mileage report .
- E. Code enforcement permit report.
- F. Code enforcement citation report.
- G. Recycling report.
- H. Airport report.

- I. Fire report.
- J. Ambulance report.
- 2. **PUBLIC WORKS & ENVIRONMENTAL COMMITTEE – James Garman**
  - A. Approval to award the Recycling wire mesh container bid to Zerbe Manufacturing in the amount of \$32,800.
  - B. Approval of an agreement for professional services between the Town of Bloomsburg and Delta Airport Consultants, Inc. Note: Council previously approved the award on 11/13/2023 .
  - C. Approval of purchasing 20 lounge chairs for the pool in the amount of \$11,251.22. Note: Council previously approved an amount of \$9,904 on 3/11/2024. J. Fritz and L. Dooley reviewed the Sunbury pool chairs on 3/15/2024.
- 3. **COMMUNITY & ECONOMIC DEVELOPMENT/ PUBLIC SAFETY COMMITTEE- Toni Bell**
  - A. Approval of the Memorandum of Understanding between the Columbia County Conservation District and the Town of Bloomsburg.
  - B. Recommendation from the Planning Commission to approve a waiver for the Steve Shannon Land Development to not require sidewalks to be installed along Millville Road as there are no existing sidewalks located on any of the neighboring properties for sidewalks to connect to.
  - C. Recommendation from the Planning Commission to approve the application for a minor lot incorporation for 623 E. 5<sup>th</sup> Street. Note: with the condition that legal reviews and approves the documentation.

**Next meeting: April 8, 2024.**

The Bloomsburg Town Council held a Public Hearing on Monday, March 11, 2024 beginning at 6:00 p.m. in Council Chambers, 2<sup>nd</sup> Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8685 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <https://us02web.zoom.us/j/4569203798>. The reason for this hearing was to take public comment on the Zoning Ordinance and SALDO ordinance rehaul and Zoning district map changes.

Mayor Hummel opened the hearing at 6:00 p.m. and introduced the Town Solicitor, Matthew Turowski.

Attorney Turowski outlined the order of business for the hearing and introduced into the record four exhibits.

1. The acknowledgement of receipt from Rachel Swartwood, Columbia County Planning Commission.
2. The certified copy of the legal advertisement from the Press Enterprise.
3. The draft zoning ordinance and SALDO ordinance.
4. The public comments received through the website portal.

Steve Coladonato read a prepared statement in which he expressed concern with the expansion of the BC district to include the area around the AGAPE property that would allow for a homeless shelter to be established on the site. Increased crime, reduction in property values and the close proximity of the school are reasons not to allow this time of expansion. Mr. Coladonato also suggested the homeless shelter/halfway house type uses be removed from the CR district for the same reasons.

Jane Hyde expressed concerns with the establishment of a homeless shelter/halfway house at the AGAPE property and is against moving the BC district line to include this location in the BC district.

Dawn Roadarmel stated she is against the potential allowance of a homeless shelter due to crime, lowering of property values and the school district location. She also questioned why Bloomsburg should be responsible to take in the homeless from the entire area including Montour County.

Pat McGarry was against the expansion of the BC district for the same reason of foot traffic, crime and property values.

Matt Zoppetti spoke on a number of issues, he would like to see the IN district uses expanded, preserve the current uses in the BC district, expand the uses in the area of E. 5<sup>th</sup> Street from Wood to Spruce and reevaluate the buffer area, sidewalk requirements and landscape requirements in the SALDO.

Sue O'Donnell does not agree with changing the area on 3<sup>rd</sup> Street West of Market Street to CR.

Tom Person spoke of the benefits for having a homeless shelter available to people and thanked AGAPE for what they do. He expressed concern regarding traffic on Railroad Street during events at AGAPE.

Joe Sabo questioned the conforming and non-conforming status of properties in Town. He was under the impression that the zoning change would bring all properties into zoning compliance.

Andrew Barton submitted a written statement outlining six areas that require further assessment. This statement will be added to the record.

Barry Thorne stated that although there will be some difficult decisions to be made, just do it and move on. He said that changes can be made as issues arise.

A motion to close the hearing was made by T. Bell, seconded by J. Kressler, and voted on unanimously. The hearing adjourned at 7:06 p.m.

The Bloomsburg Town Council held their regular meeting on Monday, March 11, 2024 beginning at 7:18 p.m. in Council Chambers, 2<sup>nd</sup> Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <https://us02web.zoom.us/j/4569203798>.

Mayor Justin Hummel called the meeting to order at 7:18 p.m., present were Council Members Toni Bell, James Garman, Bonnie Crawford (Zoom), Jaclyn Kressler, Nick McGaw (Zoom) and Jessica Jordan. Town Manager / Secretary/ Treasurer Lisa Dooley, Town Solicitor Matt Turowski, Chief of Police Scott Price, Public Works Director John Fritz, Director of Code Enforcement Mike Reffeor, Code Officer Kyle Bauman, Fire Chief Scott McBride, Airport Coordinator BJ Teichman, Director of Finance Kim Pogash (Zoom) and Administrative Assistant Christine Meeker. Also present were MJ Mahon, Carolyn Yagle, Brian Trombly, Kate Magni, Jesse Smith, Steve & Barbara Coladonato, Stacy Wagner (Zoom), David Hill (Zoom), Dennis (Zoom) and three public citizens. Nick McGaw left the meeting at 7:43 p.m.

#### **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.

#### **FLOOD/ INSURANCE AWARENESS PROCLAMATION- MARCH 18<sup>TH</sup> – 22<sup>ND</sup>.**

Mayor Hummel declared March 18<sup>th</sup>-March 22<sup>nd</sup> Flood Insurance awareness month.

#### **APPROVAL OF THE COUNCIL MINUTES FROM THE FEBRUARY 26, 2024 MEETING.**

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved the minutes from the February 26, 2024 meeting with no corrections or additions.

#### **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.**

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved an appraisal from Real Estate Appraisal & Marketing Associates in the amount of \$5,000 in regards to the Weis Markets Inc. tax appeal.

#### **RECOMMENDATION TO APPROVE THE 2024 BASIC MEMBERSHIP WITH COLUMBIA- MONTOUR VISITORS BUREAU IN THE AMOUNT OF \$101.97.**

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously Council approved the 2024 basic membership with Columbia-Montour Visitors Bureau in the amount of \$101.97.

#### **RECOMMENDATION TO ACCEPT THE RESIGNATION OF AMELIA BLACKLEDGE AS A CROSSING GUARD EFFECTIVE FEBRUARY 15, 2024.**

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved to accept the resignation of Amelia Blackledge as a crossing guard effective February 15, 2024. T. Bell expressed her gratitude to Ms. Blackledge for her many years of service to the community and school students.

#### **RECOMMENDATION TO APPROVE THE FEBRUARY LIST OF BILLS.**

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved payment of the following monthly bills: General Fund \$254,933.14, Recycling Fund \$32,080.96, Street Lighting Fund \$7,193.39, Fire Fund \$18,202.08, Pool Fund \$119.16, Liquid Fuels Fund \$5,788.45, CDBG Entitlement \$67,884.17, Home Fund \$72,252.00, and the February Payroll Authorization \$255,986.74.

**RECOMMENDATION TO APPROVE THE FOLLOWING FOR THE JULY 4, 2024 EVENT.**

- 1. QUOTE FROM BEAVER VALLEY ENVIRONMENTAL, LLC IN THE AMOUNT OF \$450 FOR 6 PORTABLE RESTROOMS.**
- 2. QUOTE FROM THE WEST BRANCH RENTAL LLC IN THE AMOUNT OF \$150 FOR A DUNK TANK.**

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved the quote from Beaver Valley Environmental, LLC in the amount of \$450 for 6 portable toilets and a quote from West Branch Rentals, LLC in the amount of \$150 for a dunk tank. Both items are for the July 4<sup>th</sup> celebration at the Town Park.

- 3. PHONE QUOTE FROM CATAWISSA BOTTLING COMPANY FOR:  
RENTING BIG BOTTLES FOR \$30 WITH DEPOSIT BEING RETURNED BACK.  
\$3 A BOX (12 QUANTITY) FOR 10 CASES.  
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.**

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved a phone quote from Catawissa Bottling for renting the big bottles for \$30 with a deposit being returned and the purchase of 18 cases of 20 oz bottles of soda in the amount of \$378 for the ring toss game for the July 4<sup>th</sup> celebration at the Town Park.

**THANK YOU TO BLOOMSBURG FIRE DEPARTMENT FOR LETTING THE TOWN RENT THE BOTTLE RINGS.**

**RECOMMENDATION TO APPROVE THE FOLLOWING 2024 POOL DATES.**

**JUNE 8, 2024 - SEPTEMBER 2, 2024 (SUNDAY – SATURDAY)**

**OPEN FOR THE WEEKEND ONLY: SEPTEMBER 7<sup>TH</sup> & SEPTEMBER 8<sup>TH</sup>**

On a motion by J. Garman, seconded by J. Kressler, and voted on unanimously, Council approved the following 2024 pool dates: Opening June 4, 2024 through September 2, 2024 and the weekend of September 7<sup>th</sup> and September 8<sup>th</sup>.

**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.**

On a motion by T. Bell, seconded by J. Kressler, and voted on 5 to 1 (Kressler voting no), Council approved providing a letter of support to accompany LIVIC Civil's engineering study results for Ft. McClure Boulevard for PennDOT's review and consideration.

**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.**

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council denied approval to purchase a new projector from Staples in the amount of \$849.99 for the airport conference room. The Airport Coordinator was instructed to source out a more economical option.

**RECOMMENDATION TO APPROVE PAYMENT TO TRA ELECTRIC INC. IN THE AMOUNT OF \$6,400 FOR THE EAST STREET DECORATE LIGHT FROM JULY 2023.**

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved payment to Tra Electric, Inc. in the amount of \$6,400 for the East Street decorative light that was damaged in July 2023.

**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.**

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved purchasing 20 chairs from the pool furniture supply for the town pool in the amount of \$9,904. Costs will be covered by funds from the \$50,000 Degenstein Grant.

**RECOMMENDATION TO SUPPORT THE TNR PROGRAM FOR 2024.**

On a motion by J. Kressler, seconded by J. Garman, Council unanimously approved supporting the TNR program for 2024.

**RECOMMENDATION TO APPROVE ADVERTISING THE PEDALCYCLE ORDINANCE.**

On a motion by J. Kressler, seconded by J. Jordan, and voted on unanimously, Council approved to advertise the pedalcycle ordinance.

**RECOMMENDATION TO MAKE NO CHANGES TO OVERNIGHT PARKING REGULATIONS.**

On a motion by J. Garman, seconded by J. Jordan, and voted on 5 to 1 (Hummel voting no), Council approved making no changes to the overnight parking regulations.

**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.**

On a motion by J. Garman, seconded by J. Jordan, and voted on unanimously, Council approved adding the new fire department command vehicle on the Town fuel list.

On a motion by J. Garman, seconded by J. Kressler, and voted on unanimously, Council adjourned into an executive session at 8:05 p.m. to discuss a code personnel matter.

Council reconvened the meeting at 8:37 p.m.

On a motion by T. Bell, seconded by J. Garman, and voted on unanimously, Council approved to advertise for a Code Enforcement I in the Code Enforcement department.

Council ended the meeting at 8:39 p.m.

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

**RESOLUTION NO: 03.25.2024.01**

**BE IT RESOLVED**, that the Town of Bloomsburg of Columbia County hereby requests a Statewide Local Share Assessment grant in the amount of \$1,000,000 from the Commonwealth Financing Authority to be used for a new hangar at the Bloomsburg Municipal Airport.

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

I, Lisa Dooley duly qualified Secretary of the Town of Bloomsburg, Columbia County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Town of Bloomsburg at a regular meeting held Monday, March 25, 2024 and said Resolution will be recorded in the minutes of the Town of Bloomsburg and remains in effect as of this date.

**IN WITNESS THEREOF**, I affix my hand and attach the seal of the Town of Bloomsburg this 25th day of March, 2024.

Town of Bloomsburg  
Columbia County

\_\_\_\_\_  
**Justin C. Hummel, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lisa Dooley, Town Manager/Secretary**

- SEAL -

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

**RESOLUTION NO: 03.25.2024.02**

**WHEREAS**, TOWN OF BLOOMSBURG ("Applicant") desires to undertake the project, "Bloomsburg Tree Inventory and Management Planning" ("Project Title"); and

**WHEREAS**, the applicant desires to receive from the Department of Conservation and Natural Resources a grant for the purpose of carrying out this project; and

**WHEREAS**, the application package includes a document entitled Terms and Conditions of Grant Department and

**WHEREAS**, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

**NOW THEREFORE**, it is resolved that: 1. The grant application may be electronically signed on behalf of the applicant by "Lisa Dooley" who, at the time of signing, has a TITLE of "Town Manager" and the email address of "ldooley@bloomsburgpa.org" ("Official"). 2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing. 3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantees executed signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement. 4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "TITLE" specified in paragraph 1 and the grantee will be bound by the amendment.

**BE IT RESOLVED**, that the Town of Bloomsburg of Columbia County hereby requests an amount of \$371,270 for tree mapping of the entire Town, pruning of trees (100), removal of trees (100) and planting of trees (100).

I, Lisa Dooley duly qualified Secretary of the Town of Bloomsburg, Columbia County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Town of Bloomsburg at a regular meeting held Monday, March 25, 2024 and said Resolution will be recorded in the minutes of the Town of Bloomsburg and remains in effect as of this date.

**IN WITNESS THEREOF**, I affix my hand and attach the seal of the Town of Bloomsburg this 25th day of March, 2024.



Town of Bloomsburg  
Columbia County

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**Justin C. Hummel, Mayor**

**ATTEST:**

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**Lisa Dooley, Town Manager/Secretary**

- SEAL -

Bloomsburg Police Department		
February 2024 Council Report		
	2023	2024
CALLS STATION LOG BOOK	550	581
CALLS 911 CENTER	706	727
ACCIDENTS	9	13
TRAFFIC CITATIONS	196	121
NON-TRAFFIC CITATIONS	13	19
TRACS CITATIONS	N/A	55
CRIMINAL ARRESTS	15	15
OFFENSE REPORTS	240	182
PARKING TICKETS	1,324	1,202
WARRANTS CONTACTED	2	54
WARRANTS FULFILLED	272	76
<b>OTHER DEPARTMENTAL REVENUE</b>		
PARKING TICKETS	\$27,148.54	\$28,306.68
RESIDENTIAL PERMITS	\$386.00	\$120.00
ZONE PERMITS	\$975.00	\$475.00
METER RENTAL	\$0.00	\$60.00
ACCIDENTS/INCIDENTS/REC CKS	\$230.00	\$95.00
DUMPSTER FEE	\$550.00	\$450.00
STREET CLOSING	\$70.00	\$25.00
BOOT REMOVAL	\$225.00	\$600.00
NON-SUFFICIENT FUNDS	\$0.00	\$0.00
SECOND HAND GOODS	\$25.00	\$25.00
BYOB LICENSE	\$25.00	\$50.00
EVENT PERMIT	\$225.00	\$0.00
BONFIRE PERMIT	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$29,859.54</b>	<b>\$30,206.68</b>

Chief Scott C. Price

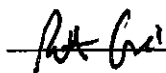
*Scott C. Price*

# Bloomsburg Police Department

## Meter & App Collection - February 2024

	COLLECTION AREA	2023	2024- METER	2024 PANGO	2024 TOTAL
1	MAIN STREET	\$7,065.34	\$5,233.48	\$1,947.25	\$7,180.73
2	PINE AVE LOT	\$1,275.55	\$321.92	\$1,107.50	\$1,429.42
3	TRIANGLE LOT	\$620.66	\$414.61	\$802.25	\$1,216.86
4	WEST PINE AVE LOT	\$144.80	\$72.35	\$87.25	\$159.60
5	EAST PINE AVE LOT	\$308.46	\$0.00	\$413.50	\$413.50
6	EAST ST	\$447.73	\$293.77	\$412.25	\$706.02
7	LIBRARY LOT	\$205.22	\$173.05	\$433.75	\$606.80
8	E 2ND STREET/ 17815 PANGO	\$196.72	\$239.68	\$9,664.50	\$9,904.18
9	65 E 4th St	\$0.00	\$0.00	\$27.25	\$27.25
	<b>TOTAL</b>	<b>\$10,264.48</b>	<b>\$6,748.86</b>	<b>\$14,895.50</b>	<b>\$21,644.36</b>
	<b>PANGO APP ZONES</b>				
1	65MKT1	\$221.50		\$204.25	
1	65MAIN	\$956.50		\$1,255.25	
1	65MKT2	\$48.50		\$159.00	
1	65IRON	\$192.00		\$105.25	
1	65CENTER	\$186.25		\$223.50	
2	65PINE1	\$357.25		\$445.75	
2	65PINE2	\$521.75		\$661.75	
3	65TRI	\$515.25		\$802.25	
4	65WPINE	\$124.50		\$87.25	
5	65EPINE	\$306.25		\$413.50	
6	65EAST	\$203.00		\$412.25	
7	65LIB	\$324.75		\$433.75	
8	17815	\$10,257.00		\$9,664.50	
9	65E4TH (No meters)	\$8.50		\$27.25	
	<b>TOTAL PANGO APP ZONES</b>	<b>\$14,223.00</b>		<b>\$14,895.50</b>	
	<b>TOTAL APP AND METERS</b>	<b>\$24,487.48</b>			<b>\$21,644.36</b>

Chief Scott C. Price

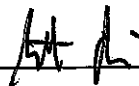


# Bloomsburg Police Department

## February 2024 - Officer's Report

Title	Name	Criminal Arrests	Traffic Arrests	Non-Traffic Arrests	TraCS Citations	Parking Tickets
Chief	Price	0	0	0		0
Sgts.	Carl	0	4	0		47
	Fosse	0	0	0		0
	Bowman	0	0	1		0
<b>Police Officers:</b>						
	Cromley	5	0	0		0
	Hill	1	0	0		0
	Beck	0	0	0		0
	Auchter	0	0	2		1
	Szkodny	0	0	1		1
	Pfeiffer	0	0	0		3
	Edgar	4	0	5		17
	Dombrosky	1	0	1		24
	Reinford	1	1	0		7
	Thorpe	0	0	0		0
	Stiver	2	0	2		1
	Fitzwater	1	1	1		9
	Lingousky	0	0	6		5
	Petrus	0	5	0		5
PT	Deitterick	0	0	0		0
<b>Parking Enforcement Officers:</b>						
	Buck	0	40	0		323
	Verchimak	0	70	0		759
<b>TOTALS:</b>		<b>15</b>	<b>121</b>	<b>19</b>	<b>55</b>	<b>1,202</b>

Chief Scott C. Price



**TOWN OF BLOOMSBURG  
PUBLIC WORKS DEPARTMENT  
MONTHLY REPORT  
FEBRUARY 2024**

	FEBRUARY			YEAR TO DATE		
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	REGULAR	OT	CEMENT	REGULAR	OT	CEMENT
BEREAVEMENT TIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOLIDAY TIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PERSONAL TIME	\$ 290.64	\$ -	\$ -	\$ 1,478.01	\$ -	\$ -
SICK TIME	\$ 4,398.62	\$ -	\$ -	\$ 6,511.54	\$ -	\$ -
VACATION TIME	\$ 552.08	\$ -	\$ -	\$ 1,532.82	\$ -	\$ -
WEEKEND CALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMP TME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AIRPORT	\$ 46.23	\$ -	\$ -	\$ 46.23	\$ -	\$ -
DAYCARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARK (MOWING, ETC)	\$ 3,854.04	\$ -	\$ -	\$ 5,964.55	\$ -	\$ -
POLICE STATION	\$ 46.23	\$ -	\$ -	\$ 235.66	\$ -	\$ -
POOL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RECYCLING	\$ -	\$ -	\$ -	\$ 184.93	\$ -	\$ -
TOWN HALL	\$ 46.23	\$ -	\$ -	\$ 191.68	\$ -	\$ -
TOWN SHED	\$ 1,543.66	\$ -	\$ -	\$ 4,190.64	\$ -	\$ -
	\$ -	\$ -	\$ -			
BANNERS	\$ -	\$ -	\$ -	\$ 669.76	\$ -	\$ -
BARRICADES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHRISTMAS DECORATIONS	\$ -	\$ -	\$ -	\$ 1,127.57	\$ -	\$ -
CINDERTIP-MOVE FILL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEAN RUNS- FLOOD PROJECT	\$ 2,061.21	\$ -	\$ -	\$ 2,061.21	\$ -	\$ -
COMPOST	\$ 2,205.01	\$ -	\$ -	\$ 3,136.40	\$ -	\$ -
CUT SHOULDER ON RIVER ROAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FAIR/ FAIR SIGNS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOODS	\$ 563.79	\$ -	\$ -	\$ 563.79	\$ -	\$ -
FLOWERS - MAIN STREET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FOUNTAIN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GARBAGE/ GARBAGE CANS	\$ 832.17	\$ -	\$ -	\$ 1,991.34	\$ -	\$ -

LEAF PICKUP	\$ -	\$ -	\$ -
LINE PAINTING	\$ -	\$ -	\$ -
MOW (OTHER THAN PARK)	\$ -	\$ -	\$ -
ONE CALLS	\$ -	\$ -	\$ -
PARADES	\$ -	\$ -	\$ -
PARKING LOTS (HOPPES)	\$ -	\$ -	\$ -
PARKING METERS	\$ -	\$ -	\$ -
PARTY (RAID)	\$ -	\$ -	\$ -
PATCH/ POTHOLE/ SEAL	\$ 1,109.56	\$ -	\$ -
PAVING	\$ -	\$ -	\$ -
PLANT TREES	\$ -	\$ -	\$ -
RENAISSANCE	\$ -	\$ -	\$ -
SEWER/ SEWER LATERAL	\$ -	\$ -	\$ -
SIDEWALKS	\$ -	\$ -	\$ -
SIGNS	\$ 193.93	\$ -	\$ -
STORM CLEAN UP	\$ 3,802.36	\$ 1,853.39	\$ -
STORM SEWER/ STORM WATER	\$ -	\$ -	\$ -
STREET LIGHT	\$ 2,378.77	\$ -	\$ -
SUPERVISON	\$ 6,975.96	\$ -	\$ -
SWEEPING	\$ 3,328.69	\$ -	\$ -
TRAFFIC LIGHTS/ LINES	\$ -	\$ -	\$ -
TREE/ BRUSH/ LIMBS- CUT, CLEAN, TRIM & PICKUP	\$ 7,085.15	\$ -	\$ -
VEHICLES	\$ 3,665.59	\$ -	\$ -
WEED SPRAYING	\$ -	\$ -	\$ -
WINTER MAINTENANCE	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	<b>\$ 44,979.95</b>	<b>\$ 1,853.39</b>	<b>\$ -</b>

\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 193.93	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 5,306.44	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 138.70	\$ -	\$ -
\$ 775.72	\$ -	\$ -
\$ 13,685.06	\$ 1,853.39	\$ -
\$ 1,300.94	\$ -	\$ -
\$ 2,517.47	\$ -	\$ -
\$ 14,823.92	\$ -	\$ -
\$ 4,438.25	\$ -	\$ -
\$ 537.29	\$ -	\$ -
\$ 13,472.93	\$ -	\$ -
\$ 7,381.06	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
<b>\$ 94,457.87</b>	<b>\$ 1,853.39</b>	<b>\$ -</b>

**TOWN OF BLOOMSBURG FUEL LOG - February 2024**

VEHICLE NO.	LICENSE PLATE	DESCRIPTION	PREVIOUS MONTH ENDING MILEAGE	CURRENT MONTH ENDING MILEAGE	MILES TRAVELED	TOTAL GALLONS DISPENSED	DEPT.
102	MG2235M	19 CHEVY TRAX	10938	11089	151	10.4	CODES
103	MG-1963H	22 CHEVY TRAX	2500	2500	0	0	CODES
104	EV59365	06 SPARTAN RESCUE 37	13544	13590	46	20	FIRE
105	MG6200M	2022 FORD EXPLORER	13859	14889	1030	84.3	POLICE
106	EV69526	13 FORD FIRE POLICE	8454	8525	71	19	FIRE
107	EV71383	18 SPARTAN/TOYNE	4846	4878	32	18.7	FIRE
108	EV59369	01 EMERGENCY TRK 23	1776	1776	0	0	FIRE
109	EV64465	99 FORD EXPLORER	74311	74311	N/A	0	FIRE
110	EV66383	92 INTL 33	36277	36361	84	23	FIRE
111	32978MG	89 FORD UNIT 39	23260	23260	0	0	FIRE
112	EV69314	15 KME KOVATCH	3637	3660	23	14.9	FIRE
113	(PA) H122	RESCUE BOAT	N/A	N/A	N/A	0	FIRE
114	S. EQUIP -1	S.EQUIP - 1	N/A	N/A	N/A	0	FIRE
115	MG6201M	2022 FORD EXPLORER	18140	19129	989	102.3	POLICE
116	MG5589A	17 FORD EXPLORER	75480	75897	417	47	POLICE
117	LJW5486	14 FORD TAURUS	86760	86900	140	8.5	POLICE
118	MG5556G	13 FORD EXPLORER	82302	83205	903	85.8	POLICE
119	MG4457B	17 FORD EXPLORER	59765	60816	1051	93.1	POLICE
120	MG6202M	2022 FORD EXPLORER	22555	23625	1070	76.6	POLICE
121	HCN5853	08 FORD INTERCEPTOR	100500	100644	144	14.7	CODES
122	MG8419J	17 FORD EXPLORER	54407	55053	646	60.8	POLICE
123	EQUIPMENT	DUI Equipment	N/A	N/A	N/A	N/A	POLICE
124	MG67108L	K9 VEHICLE	39370	40160	790	72.7	POLICE
125	MGM0565M	19 DODGE CHARGER	21503	21722	219	26.4	POLICE
126	MG6203M	2022 FORD EXPLORER	14555	15407	852	71.5	POLICE
127	MG6204M	2022 FORD EXPLORER	17157	18161	1004	57.5	POLICE
128	MG1547L	DUI 2018 FORD	41126	41964	838	84.1	POLICE
129	MG0193C	06 GMC BUCKET TRUCK	44836	44973	137	37	PW
130	MG8286L	13 FORD HEAVY DUMP	36903	36972	69	18.4	PW
131	MG8464D	2008 FORD DUMP	N/A	N/A	N/A	N/A	PW
132	MG5687B	05 FORD F250	92089	92214	125	18.8	PW
133	MG1571J	16 FORD F550	49856	50233	377	85.3	PW
134	MG1144J	95 FORD DUMP TRUCK	67463	67463	0	0	PW
135	MG4971J	16 FORD 350 CHASIS	45620	46142	522	65.5	PW
136	MG5036G	12 FORD T-TAG DUMP	61351	62143	792	114.6	PW
137	(PA)	MOWER/EQUIPMENT	1010	1019	N/A	17.4	PW
138	EQUIPMENT	FUEL TANK ON F250	1	1	N/A	0	PW
139	CAT-Model 242D	Skid Steer	N/A	9270	N/A	83.4	PW
140	MG1751M	19 CHEVY TRAX	37492	38258	766	41.8	PW
141	MG-0923M	STREET SWEEPER	16275	16654	379	237	PW
142	MG-8146L	2019 F750 DUMP TRUCK	10594	10707	113	27.6	PW
143	MG-1152M	07 FORD RANGER	85995	86185	190	14.7	PW
144	3245	2019 CAT BACKHOE	2648	2678	30	48.8	PW
145	EV-73928	Ford F150	945	945	N/A	0	FIRE
146	BIG LOADER1147	97 CATERPILLAR LOADER	5674	5684	10	20	PW
147	EQUIP-6032	MCCORMICK TRACTOR	5429	5429	0	0	PW
148	EQUIP-1468	BEAST 3680 GRINDER	1976	1976	0	0	RC
149	MG9040F	12 FORD ECONO 250	22219	22219	N/A	0	RC
150	79120MG	99 OLD DOMINION	4049	4049	N/A	0	RC
151	MG0446F	11 INTL 4X2	25040	25182	142	49.6	RC
152	(PA)	TROM SCREENER	1	1	N/A	0	RC
153	MG46870	07 INTL CURBSIDE	42997	43163	166	74.8	RC
154	84577MG	18 INTL 4300 4X2	18818	19107	289	79.6	RC
155	7890	ISUZU WHITE 16' VAN	16171	16547	376	61.2	RC
156	MG9701L	2000 ODB Trailer	2510	2510	N/A	0	RC
157	MG0440F	11 INTL Flat Bed	15416	15627	211	29.8	RC
158	MG2743N	2022 F250	3333	3663	330	40.5	RC
159	MG-2744N	2022 FORD F550	8035	8035	0	0	PW
160	ATV-0701	2017 John Deere Gator	N/A	2059	N/A	37.7	POLICE
161	EV32884	Ambulance	146391	146391	N/A	0	AMBULANCE
162	EV35102	Ambulance	174900	174900	N/A	0	AMBULANCE
163	EV31854	Ambulance	N/A	N/A	N/A	0	AMBULANCE
164	EQUIP-7265	John Deere Backhoe	N/A	N/A	N/A	0	RC
165	EQUIPMENT	Backhoe Midel 310SG	N/A	N/A	N/A	0	RC
166	ZWE0615	ENGINE 23	2070	2070		0	Fire

\* Mileage was not inputted by department at pump.

**FEBRUARY 2024**

<b>Public Works Tanks</b>		
<b><u>DEPARTMENT</u></b>	<b><u>GASOLINE (2)</u></b>	<b><u>DIESEL (1)</u></b>
Codes	25.10	
Fire Dept.		133.30
Police	870.60	
DPW	430.10	400.20
Recycling	101.70	233.80
Airport		
Ambulance		
<b><u>TOTAL (Gallons)</u></b>	<b><u>1427.50</u></b>	<b><u>767.30</u></b>





# Town of Bloomsburg

## Permit Report

02/01/2024 - 02/29/2024

Permit #	Permit Date	Permit Type	Project Description	Project Cost	Parcel #	Parcel Address	Owner Name	Owner Address
2024029	2/28/2024	HARB	20 x 24 ft carport to replace one reportedly damaged	24,250	05E03 29500000	430 CHESTNUT AVE	BRUNO SANDRA L	430 CHESTNUT AVE
2024028	2/26/2024	Mechanical	Conversion of furnace from oil to natural gas	4,000	05E05 26700000	312 GLEN AVE	LEHMAN BOBBY A & DEBORAH A	312 GLEN AVE
2024026	2/23/2024	Zoning	Broken Made Beautiful Counseling LLC: New business in existing counseling center, plus sign	0	05W02 16400000	1000 MARKET ST	NAM FUTURES LLC	1167 RIDGE ROAD
2024025	2/23/2024	Zoning	Remove old chain link fence and replace with wooden panel privacy fence	3,000	05E02 04000000	64 E EIGHTH ST	BEKISZ AARON L & SAMANTHA LEE	64 E EIGHTH ST
2024023	2/28/2024	Building	Gut interior, replace all plumbing and electrical, add water meter, remove all shrubs, full rehab	50,000	05E12 06700000	681 PARK ST	WAMSER GARRY E & CHERYL R	681 PARK STREET
2024021	2/20/2024	Zoning	158 E 9th St: Wind N Sea Spa. Use and attach sign	408	05E02 06800000	138154 E NINTH ST	DOIRON DAWN QUINN & KENNETH P	170 EAST 9TH STREET SUITE 1

			to front corner of building and erect sign in ground					
2024020	2/21/2024	Building	Petdome Kennels: Zoning and minor electrical wiring for existing dog kennel, junction boxes, receptacles	1,000	05E09 00104000	410 FRANKLIN AVE	HILL DAVID A & MARY B	PO BOX 604
2024019	2/21/2024	Demolition	Demo house	7,000	05E09 01400000	109 FRANKLIN AVE	WHITENIGHT FRED L & DONNA JR	137 WEST FOURTH STREET
2024018	2/27/2024	Demolition	Compliance with court order. Remove building in easement	10,000	05E02 27300000	625 EAST ST	HEYDENREICH RICHARD F	78 SCHOOLHOUSE ROAD
2024016	2/20/2024	Zoning	Install fence along rear property lines	2,000	05E02 06104000	12E MIDDLE AVE	HAGERMAN MORGAN E	12 E MIDDLE AVE
2024015	2/7/2024	Building	35 E Main St: create new store front with garage door opening	2,000	05E04 06200	35 East Main St	Joe Gushen C/O JAG Housing LLC	150 W 2nd St
2024014	2/20/2024	Building	Demolish and dispose of back room. Construct new addition with gable roof, 16x12.	35,000	05W02 18200000	146 W ELEVENTH ST	OTTAVIANI DANIEL S & DENISE D	116 FROSTY VALLEY RD
2024013	2/29/2024	Building	Renovation of previously existing 2nd floor apartment	21,000	05E03 27600000	319 EAST ST	GIRTON GARY & MARY	20 CLEARVIEW AVENUE
2024012	2/2/2024	Building	222 Blackberrv	1,400	05W06 01500000	222230 BLACKBERRY	MAUSTELLER RANDALL J	331 SCOTT AVENUE

			Ave: Redo outside steps to 2nd floor from 36" treads to 44" treads and put 4x4 post to hold up steps			AVE		
2024011	2/1/2024	Electrical	Electrical Service Upgrade and Whole Home Rewire	16,000	05E05 25000000	305 FAIR ST	GERRISH GAYLEN M & GERTRUDE R	305 FAIR STREET

Total Records: 15

3/19/2024

10/01/2019 - 02/29/2024

Case #	Assigned To	Owner Name	Main Status	Description	Parcel Address	Case Date
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Group: Citation Issued

240072	Kyle Bauman	THOMAS PAUL L III	Citation Issued	Expired Rental License (Pending adjudication)	204 E TENTH ST	2/28/2024
240071	Kyle Bauman	THOMAS PAUL L III	Citation Issued	Expired Rental License (Pending adjudication)	1015 Iron Street	2/28/2024
240070	Kyle Bauman	THOMAS PAUL L III	Citation Issued	Expired Rental License (Pending adjudication)	236 E NINTH ST	2/28/2024
240049	Kyle Bauman	JAM HOUSING LLC	Citation Issued	Unlicensed Rental (Pending Adjudication)	621623 OLD BERWICK RD	2/5/2024
240036	Kyle Bauman	EHRENZELLER MORGAN S	Citation Issued	Unlicensed Rental	224 W ANTHONY AVE	1/26/2024
230264	Kyle Bauman	ANDES BRIAN B & JODELL M	Citation Issued	Unlicensed Rental (Pending Adjudication)	639 W PINE AVE	8/30/2023
230238	Gregory Ash	MALIA SHANE P	Citation Issued	Ceiling water damage	208 W FIRST ST	7/25/2023
230236	Gregory Ash	MAKUSZEWSKI ADAMC/O TADEUSZ MAKUSZEWSKI	Citation Issued	Abandon Vehicle	255 E EIGHTH ST	7/17/2023
230118	Gregory Ash	SINGLEY MATTHEW	Citation Issued	Rubbish and debris; Condemned	66 LINCOLN AVE	4/24/2023
230054	Michael Reffeor	MITCHELL AUDRA I JUSTIN J HARTMAN	Citation Issued	Deck, weeds, rubbish	106 WEST ST	3/2/2023
230039	Kyle Bauman	SHANNON STEVEN R	Citation Issued	Junk Vehicles & Exterior Conditions (Pending Adjudication)	137 MILLVILLE RD	2/14/2023

220415	Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Citation Issued	Garbage and pets	217 SUMMIT AVE	12/13/2022
220358	Kyle Bauman	MAKUSZEWSKI ADAM C/O TADEUSZ MAKUSZEWSKI	Citation Issued	Unlicensed Rental (Pending adjudication)	255 E EIGHTH ST	9/27/2022
220227	Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Citation Issued	Condemned - Unfit for occupancy	217 SUMMIT AVE	7/19/2022
220201	Gregory Ash	SINGLEY MATTHEW	Citation Issued	Tall Grass and Weeds, Soffit/facia repair; Condemned	66 LINCOLN AVE	7/11/2022
210226	Kyle Bauman	ALL ACCESS MONTOUR LLC	Citation Issued	Structure unfit for human occupancy/ Grass and weeds (9 citations issued)	405 MILLVILLE RD	7/13/2021
210223	Kyle Bauman	IVY LEA PROPERTIES LLC	Citation Issued	Roof Damage & Weeds (Condemned)	516518 OLD BERWICK RD	7/12/2021
210215	Michael Reffeor	PENMAN JANINE	Citation Issued	Siding, weeds, rubbish	161 E FIFTH ST	7/1/2021
200466	Michael Reffeor	DEMELFI VINCENT J	Citation Issued	Condemned by Officer Bauman on other case. (Plan of action completion 6-1-21 deadline) Dilapidated structure (2 citations issued)	239241 W FIRST ST	11/5/2020
190049	Kyle Bauman	FEATHERMAN BRADLEY & CHRISTINE	Citation Issued	Exterior Conditions - Several Citations Issued.	571 W THIRD ST	10/22/2019

Group Total: 20

Group: NOV Issued

240073	Gregory Ash	MALIA SHANE P	NOV Issued	Rubbish/Debris	208 W FIRST ST	2/29/2024
240067	Kyle Bauman	KLINGER	NOV Issued	Delapidated	228 JAMES	2/27/2024

		JOHN E		Accessory Structure	AVE	
240066	Kyle Bauman	MAY RICHARD E & TRACY E	NOV Issued	Dilapidated Accessory Structure	593 W PINE AVE	2/27/2024
240062	Gregory Ash	POLOKOWSKI STEFANIA PATRICIA ANN MORRISON	NOV Issued	Fence	2 W ELEVENTH ST	2/21/2024
240059	Gregory Ash	NOVI THREE LLC C/O CHRISTOPHER M NOVIELLO & ETAL	NOV Issued	Dead Tree	348350 E SECOND ST	2/15/2024
240058	Gregory Ash	SUTHERLAND GREER R	NOV Issued	Dead Tree	256258 LEONARD ST	2/14/2024
240054	Gregory Ash	HACK KYLE N & WESLEY A	NOV Issued	Dogs/rubbish	430432 W FIRST ST	2/9/2024
240052	Gregory Ash	COOPER LAURA J	NOV Issued	Drainage issue	650 E THIRD ST	2/8/2024
240051	Michael Reffeor	IDDINGS TAYLOR R	NOV Issued	No UCC permit for commercial conversion to 4 unit apartments	1001 OLD BERWICK RD	2/7/2024
240034	Kyle Bauman	BUTTRICK QUINN M	NOV Issued	Chickens and new enclosure	129 FRANKLIN COURT	1/24/2024
240033	Kyle Bauman	CENTRAL PA PETROLEUM LLC	NOV Issued	Parking Lot Deviations	502 W MAIN ST	1/24/2024
240027	Gregory Ash	SINGLEY MATTHEW	NOV Issued	Plumbing/Smoke Alarms; Condemned	66 LINCOLN AVE	1/19/2024
240011	Gregory Ash	SWINGLE MICHAEL	NOV Issued	Property Maintenance	350 E EIGHTH ST	1/11/2024
240007	Michael Reffeor	SEABRIDGE THERESA M	NOV Issued	Fire near meter base, electrical issues, possible hoarding	249 RAILROAD ST	1/8/2024
230328	Gregory Ash	MVRN TEN LLC	NOV Issued	Broken Window	53 W MAIN ST	12/6/2023
230310	Gregory Ash	SLOTTERBACK DANIEL W	NOV Issued	Water leak	516518 E THIRD ST	11/2/2023
230298	Gregory Ash	HERRITY PATRICIA V	NOV Issued	Unsanitary	349 E FOURTH ST	10/17/2023
230291	Gregory Ash	MAY WILLIAM E & SARAH G	NOV Issued	Mildew Growth	591593 W MAIN ST	10/12/2023

230286	Michael Reffeor	MOT EPHRAIM REALTY LLC C/O CHAIM SCHEINBAUM	NOV Issued	Tall grass, rubbish, unoccupied building, no water	211 E FIRST ST	10/9/2023
230246	Michael Reffeor	COLUMBIA COUNTY H & A MECH ASSOCIATION	NOV Issued	Dumping in floodplain	900 W MAIN ST	8/2/2023
230226	Michael Reffeor	LENHART RODNEY ALLENJOHN MCINTYRE LENHART	NOV Issued	No building permit for deck	472R E EIGHTH ST	7/13/2023
230202	Kyle Bauman	ROBINHOLT JAMES BC/O RICK & JENNIFER ROBINHOLT	NOV Issued	Grass & Weeds	716 POPLAR STREET	6/19/2023
230163	Michael Reffeor	COLUMBIA COUNTY HOUSING CORPORATION	NOV Issued	Unsafe structure	203209 W MAIN ST	5/16/2023
230134	Kyle Bauman	CARL JIMMY L & SARAH M	NOV Issued	Condemnation	215 MILLVILLE RD	5/9/2023
230120	Gregory Ash	KBK MANAGEMENT LLC	NOV Issued	WIndows	125 W MAIN ST	5/1/2023
230072	Michael Reffeor	GLOBAL SPACE DEVELOPING INC	NOV Issued	Structure fire at 10 W Main St	6-16 W MAIN ST (owner)	3/29/2023
220299	Gregory Ash	HERRITY PATRICIA V	NOV Issued	Tall Grass and Weeds	349 E FOURTH ST	8/29/2022
220170	Michael Reffeor	VENTURI ENTERPRISE INC	NOV Issued	Weeds and porch	250 W FIRST ST	6/24/2022
220134	Michael Reffeor	VOUGHT JOEL	NOV Issued	Exterior and weeds	430 EAST ST	5/23/2022
220089	Kyle Bauman	MALIA SHANE P	NOV Issued	Interior conditions	208 W FIRST ST	4/11/2022
210392	Michael Reffeor	MUELLER KENNETH A	NOV Issued	(Action plan in progress) Dilapidated structure	540542 JEFFERSON ST	11/2/2021
210391	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	Condemned - Unfit for human occupancy	222230 BLACKBERRY AVE	10/29/2021

210347	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	No rental license	222230 BLACKBERRY AVE	10/7/2021
210078	Michael Reffeor	SPEASE JEROME R	NOV Issued	Condemnation/ closing of vacant structure	453 RIDGE AVE	4/16/2021
200510	Kyle Bauman	Heather LEE	NOV Issued	Condemnation	136 E THIRD ST	12/28/2020
200486	Michael Reffeor	WATTS KURT	NOV Issued	Dilapidated structure	531 CATHERINE ST	1/25/2021
200482	Michael Reffeor	KRANIG RUTH C	NOV Issued	Floodplain violations	516 FORT MCCLURE BLVD	12/11/2020
190018	Kyle Bauman	CARTWRIGHT JOHN M	NOV Issued	Unsafe Structure	587589 W MAIN ST	10/8/2019

Group Total: 38

Group: Open

240068	Kyle Bauman	HEYDENREICH JOHN F	Open	Delipidated Accessory Structure	240 JAMES AVE	2/27/2024
240064	Gregory Ash	PROPERTIES BY JC LLC	Open	Sidewalk	126128 MURRAY AVE	2/23/2024
240050	Michael Reffeor	VADAKIN GARY	Open	Dogs and cats	164 W FIRST ST	2/6/2024
240010	Gregory Ash	WATSON WILLIAM E	Open	Rubbish	159 W FOURTH ST	1/10/2024
230320	Gregory Ash	BARTON ROBERT E & ANNE L JR	Open	large tree stump needs removed	106 E FIFTH ST	11/11/2023
230294	Kyle Bauman	KESTER ANTOINETTE	Open	Exterior Conditions	290 W ELEVENTH ST	10/13/2023
230270	Michael Reffeor	WOLFE DANIEL L ESTATE GLORIA BLOOM	Open	Sidewalk deteriorated	230 E FIRST ST	8/30/2023
230234	Michael Reffeor	NARN BLOOMSBURG LLC	Open	Structural support of porch	303 Glenn Ave	12/5/2023
230205	Michael Reffeor	HERCZKU JOAN MARIE	Open	Foul smell in apartment	917 IRON ST	6/21/2023
230062	Kyle Bauman	LEININGER L ROBERT	Open	Condemnation - Closing of Vacant Building	222224 W EIGHTH ST	3/16/2023



230029	Michael Reffeor	EHRENZELLER MORGAN	Open	Abandoned structure - exterior issues	316 WALLER AVE	2/7/2023
210410	Kyle Bauman	DEMELFI VINCENT J	Open	Condemned	239241 W FIRST ST	11/19/2021

Group Total: 12

Group: Stop work order

240055	Michael Reffeor	HEYDENREICH RICHARD F	Stop work order	Permit violation	625 EAST ST	2/12/2024
230255	Michael Reffeor	COLUMBIA COUNTY H & A MECH ASSOCIATION	Stop work order	No permit	900 W MAIN ST	8/22/2023

Group Total: 2

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Total Records: 72

3/19/2024

**BLOOMSBURG RECYCLING CENTER  
MONTHLY SUMMARIES  
FEBRUARY 2024**

<b>I. <u>COLLECTIONS:</u></b>	<b><u>Tons</u></b>
A. Bloomsburg Curbside	12.34
B. Commercial Collections	185.07
C. Center Drop-Off's	67.05
D. Cluster Collections	0.13

MONTHLY TOTAL	<u>264.59</u>
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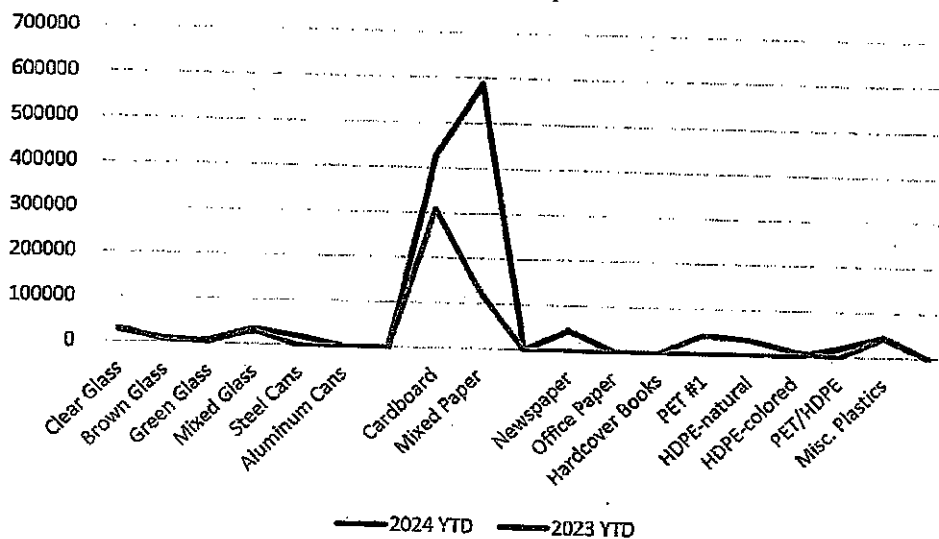
<b>II. <u>SHIPMENTS:</u></b>	<b>2024 YTD</b>	<b>2023 YTD</b>	<b>FEB</b>
	<hr/>		
Clear Glass	29445	26845	0
Brown Glass	7470	10630	0
Green Glass	6160	4555	0
Mixed Glass	34030	29965	34030
Steel Cans	19070	0	0
Aluminum Cans	0	0	0
	<hr/>	<hr/>	
	2024YTD	2023 YTD	
Cardboard	429875	310285	344665
Mixed Paper	587345	129310	210570
	<hr/>	<hr/>	
	2024YTD	2023 YTD	
Newspaper	44025	0	44025
Office Paper	0	0	0
Hardcover Books	0	0	0
PET #1	0	42325	0
HDPE-natural	0	33310	0
HDPE-colored	0	10595	0
PET/HDPE	18315	0	0
Misc. Plastics	43930	42820	43930

TOTAL POUNDS	1219665	640640	677220
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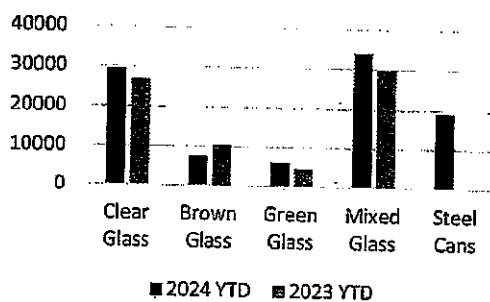
TOTAL TONNAGE	<u>609.83</u>	<u>320.32</u>	<u>338.61</u>
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# BLOOMSBURG RECYCLING CENTER MONTHLY SUMMARIES FEBRUARY 2024

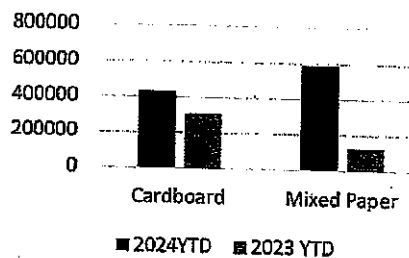
## 2024/2023 Comparison



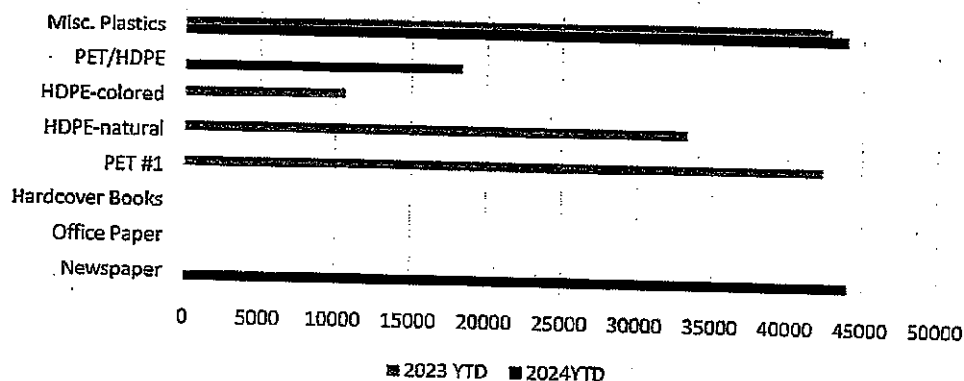
## Glass & Metals



## Cardboard & Mixed Paper



## Commodities Shipment Comparison



Airport Monthly Summary  
February 2024

		Inches	Gallons	Clock Gauge	Stick Gauge
A	Beginning 1 Feb	38	1846.7		
	Ending 23 Feb	19.5	729.8		X
	Post Fuel Delivery	79.625	4445.6	X	
	Ending 29 Feb	73	4090.4	X	
B	Local Fuel Sold	893.30			
	Transient Fuel Sold	606.80			
	<b>Total Gallons Sold</b>	<b>1,500.10</b>	Matches Feb Invoicing		
C.	Courtesy Car	Rose Marie's			
	Courtesy Car	Bloom Diner			
	Courtesy Car	Bloom Diner			
	Gallons Fuel Purchased	29.8			
			<b>Operations</b>		
D	<b>Feb. Flight Activity</b>	Logged, not related to fuel		34	
	Many are night ops	Military	Helicopters	4	
		Helicopters	Training	30	
		Training		740	
		Training		420	
		From Fuel Log		172	
			Sub total	1400	
E	Anticipated # of operations missed in 1 month			60	
			Subtotal	1460	
F	<b>Columbia Aircraft Services</b>			20	
	There are likely more for CAS in this category			30	
			<b>TOTAL</b>	<b>1510</b>	<b>Operations</b>
G	<b>Conference Rm:</b>				
	30-Jan	Ck 124	100	Ken	Miley
H.	31-Jan	Ck 124	100	Ken	Miley
I	1-Feb	Ck 124	50	Ken	Miley
	2/5 - 2/9	Check mailed to Town Hall	500	Chase	Enterprises
J	15-Feb	Ck 122	100	Ken	Miley
K	16-Feb	Ck 122	100	Ken	Miley
			950		

1-march-2024  
bjf

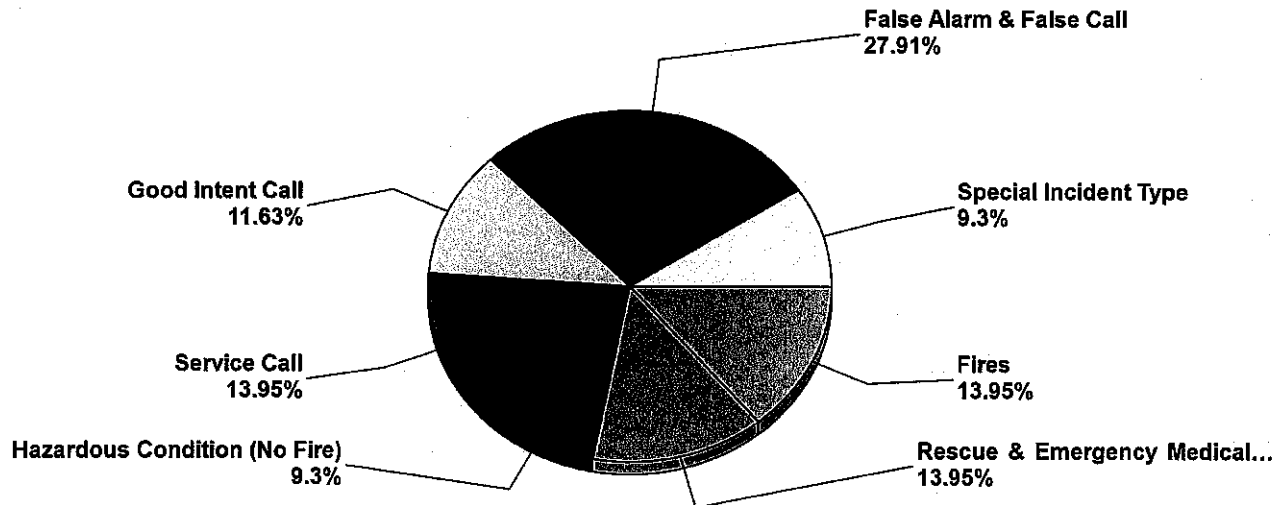
# Bloomsburg Volunteer Firefighters Relief Association

Bloomsburg, PA

This report was generated on 3/5/2024 12:22:36 PM

## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2024 | End Date: 02/29/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	13.95%
Rescue & Emergency Medical Service	6	13.95%
Hazardous Condition (No Fire)	4	9.3%
Service Call	6	13.95%
Good Intent Call	5	11.63%
False Alarm & False Call	12	27.91%
Special Incident Type	4	9.3%
TOTAL	43	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.



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Doc Id: 553

Page # 1 of 2

### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	4	9.3%
113 - Cooking fire, confined to container	2	4.65%
311 - Medical assist, assist EMS crew	3	6.98%
324 - Motor vehicle accident with no injuries.	2	4.65%
352 - Extrication of victim(s) from vehicle	1	2.33%
412 - Gas leak (natural gas or LPG)	2	4.65%
442 - Overheated motor	1	2.33%
463 - Vehicle accident, general cleanup	1	2.33%
551 - Assist police or other governmental agency	2	4.65%
553 - Public service	4	9.3%
611 - Dispatched & cancelled en route	5	11.63%
700 - False alarm or false call, other	2	4.65%
710 - Malicious, mischievous false call, other	1	2.33%
733 - Smoke detector activation due to malfunction	1	2.33%
740 - Unintentional transmission of alarm, other	1	2.33%
741 - Sprinkler activation, no fire - unintentional	1	2.33%
743 - Smoke detector activation, no fire - unintentional	4	9.3%
745 - Alarm system activation, no fire - unintentional	2	4.65%
900 - Special type of incident, other	4	9.3%
<b>TOTAL INCIDENTS:</b>	<b>43</b>	<b>100%</b>

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



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# Bloomsburg Volunteer Firefighters Relief Association

Bloomsburg, PA

This report was generated on 3/5/2024 12:25:41 PM

## Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 02/01/2024 | End Date: 02/29/2024

PERSONNEL	COUNT	PERCENTAGE
<u>Adams , Dave</u>	4	9.30 %
<u>Barton , Todd</u>	15	34.88 %
<u>Bergenstock, Caden</u>	12	27.91 %
<u>Beyer , Mike</u>	3	6.98 %
<u>Blass, Brad</u>	12	27.91 %
<u>Cox, Tanner</u>	20	46.51 %
<u>Dove, Richard</u>	6	13.95 %
<u>Dressler, Grace</u>	1	2.33 %
<u>Frantz, Nolan</u>	5	11.63 %
<u>Greenjack , Steve</u>	21	48.84 %
<u>Haggerty, Michael</u>	26	60.47 %
<u>Hall, Chris</u>	22	51.16 %
<u>Harner , Gary</u>	29	67.44 %
<u>Hess, Robert</u>	13	30.23 %
<u>Hillman , Ken</u>	13	30.23 %
<u>Kile , Dan</u>	4	9.30 %
<u>Kile , Elizabeth</u>	3	6.98 %
<u>Knelly , Charles</u>	2	4.65 %
<u>Kuhar , Dennis</u>	1	2.33 %
<u>Learn , Jack</u>	4	9.30 %
<u>Mahon , John</u>	16	37.21 %
<u>Martin , John</u>	1	2.33 %
<u>McBride , Scott</u>	4	9.30 %
<u>Ohl , Gary</u>	1	2.33 %
<u>Reynolds , Brad</u>	1	2.33 %
<u>Reynolds , Jason</u>	19	44.19 %
<u>Reynolds, Lukas</u>	18	41.86 %
<u>Rubendall, Mike</u>	2	4.65 %
<u>Schaeffer , Richard</u>	4	9.30 %
<u>Snyder , Tom</u>	12	27.91 %
<u>Szkodny, Cooper</u>	16	37.21 %
<u>Thomas, Cael</u>	2	4.65 %
<u>Trelease, Charles</u>	1	2.33 %
<u>Yeager , Joe</u>	2	4.65 %
Sum of Individual Responses	315	
Total Incidents for Date Range	43	

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

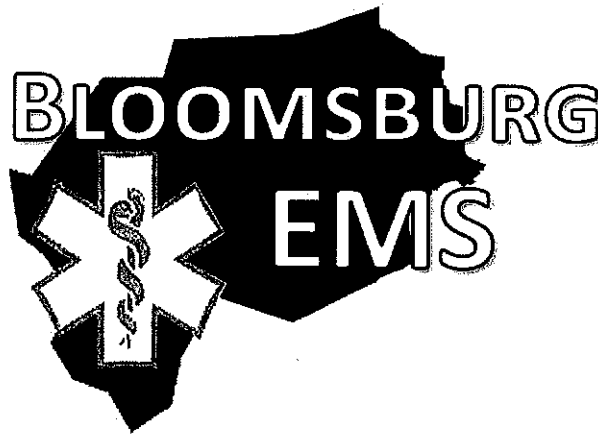


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Doc Id: 274  
Page # 1 of 1

# Emergency Medical Services Monthly Report

For the Month of

**February**  
**2024**



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

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

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

Questions regarding the report can be directed to

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

Executive Director of GCMTS, LLP

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



## Monthly Analytics

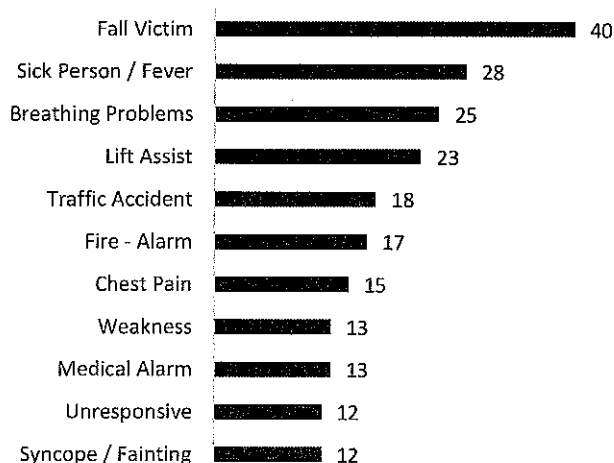
The overall number of EMS calls dispatched by the East Central Emergency Network 911 Center for this reporting period.

	<u><i>n</i></u>	<u><i>Bloomsburg</i></u>	
<b>Bloomsburg Vol Amb Association (BLS)</b>	287	120	41.8%
<b>Greater Columbia Med Transport (ALS)</b>	<u>222</u>	<u>98</u>	<u>44.1%</u>
	509	218	42.8%

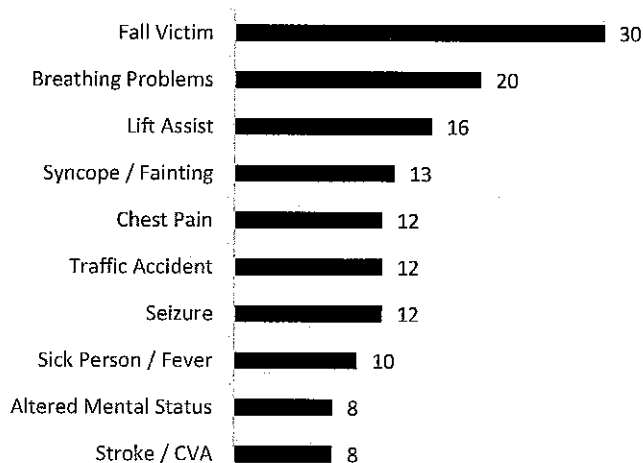
The number one monthly complaint reported to the East Central Emergency Network 911 Center by the public who requesting our agencies to respond emergent throughout Columbia and the surrounding counties to provide emergency medical care during this reporting month.

	<u><i>n</i></u>
<b>Bloomsburg Vol Amb Association (BLS)</b>	<i>Fall Victim</i> 41
<b>Greater Columbia Med Transport (ALS)</b>	<i>Breathing Problems</i> 28

### BVAA - Top 10 Complaints



### GCMTS - Top 10 Complaints



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

	<u><i>Primary</i></u>	<u><i>Mutual Aid</i></u>	
<b>Bloomsburg Vol Amb Association (BLS)</b>	261	26	10%
<b>Greater Columbia Med Transport (ALS)</b>	<u>204</u>	<u>18</u>	<u>9%</u>
	465	44	

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

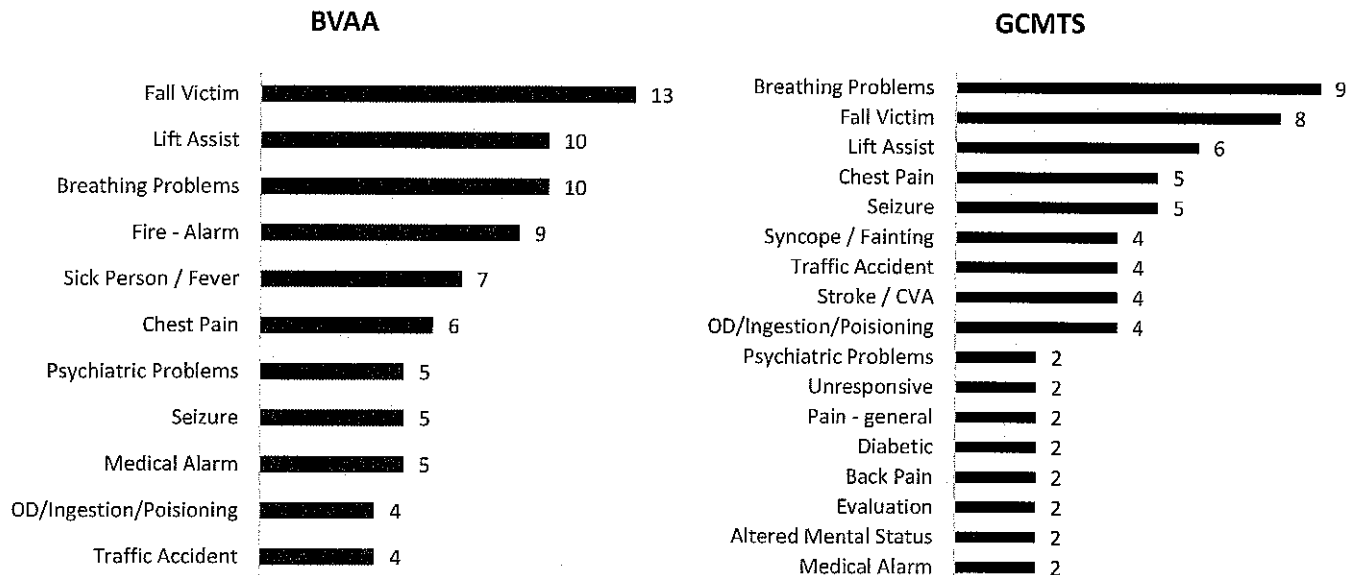
	<u><i>n</i></u>	<u><i>Bloomsburg</i></u>	<u><i>Other MCD</i></u>
<b>Bloomsburg Vol Amb Association (BLS)</b>	250.7	73.0	177.8
<b>Greater Columbia Med Transport (ALS)</b>	<u>193.5</u>	<u>61.2</u>	<u>132.3</u>
	444.3	134.2	310.1

## Analytics for the Town of Bloomsburg

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

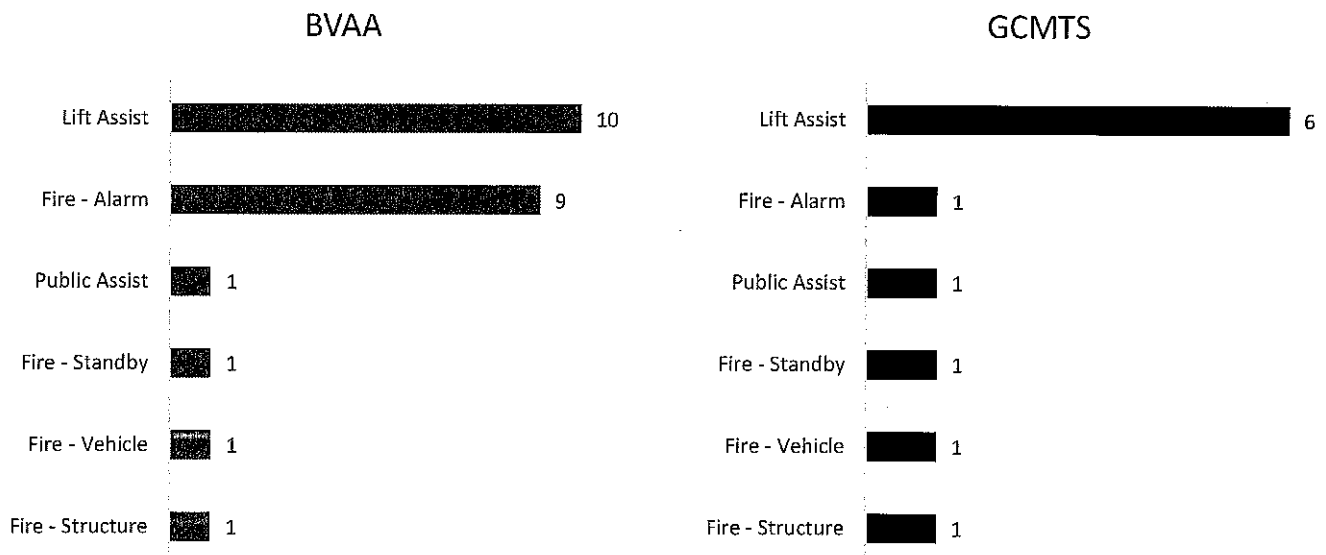
<b>Bloomsburg Vol Amb Association (BLS)</b>	<i>Breathing Problems</i>	<u><b>n</b></u> 14
<b>Greater Columbia Med Transport (ALS)</b>	<i>Breathing Problems</i>	15

### Top 10 Complaints in the Town of Bloomsburg



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

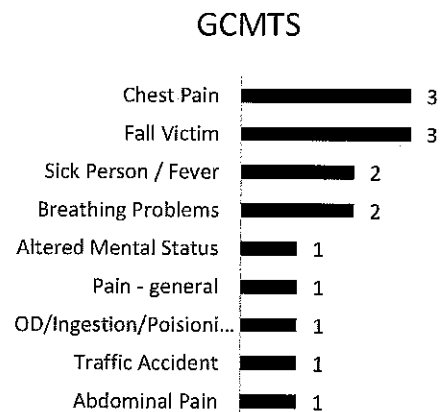
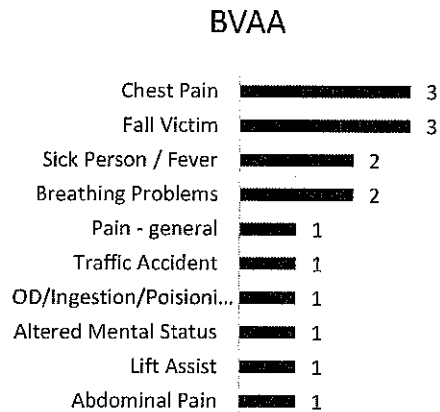
<b>Bloomsburg Vol Amb Association (BLS)</b>	<u><b>Bloomsburg</b></u> 16
<b>Greater Columbia Med Transport (ALS)</b>	<u><b>9</b></u> 25



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

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

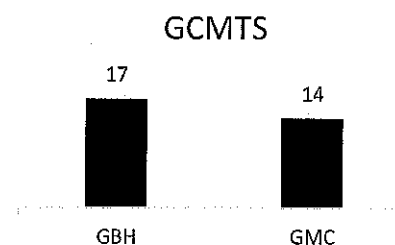
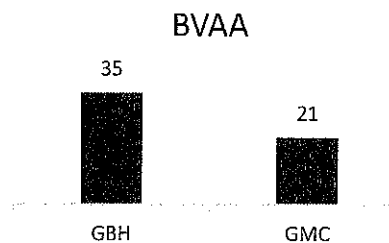
*n*  
14  
12  
**26**



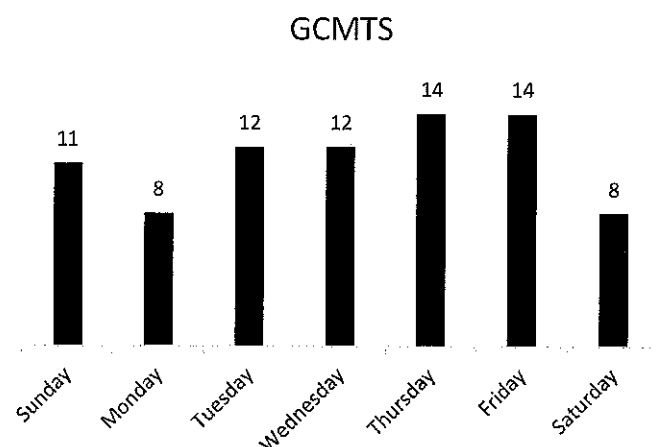
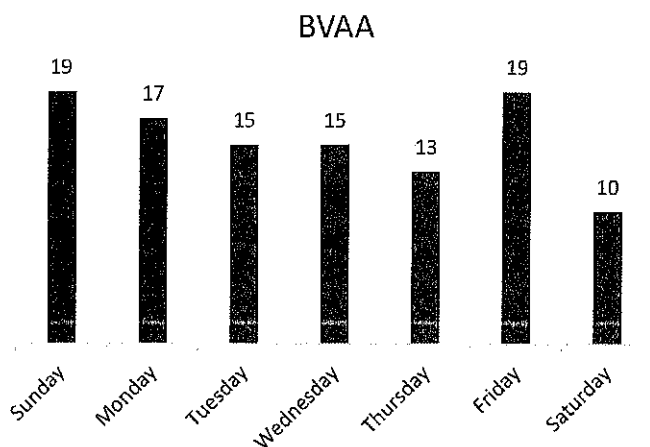
The number of patients transported from the Town of Bloomsburg requiring further care and management.

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

*n*  
63  
37  
**100**

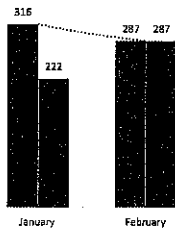


The busiest weekdays for EMS calls in the Town of Bloomsburg.



	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTALS	
Overall	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS
EMS Calls	316	222	287	222																					603	444
Primary Area	278	193	261	204																					539	397
Secondary Area (MA)	38	29	26	18																					64	47
Destination																										
GBH	98	37	86	40																					184	77
GMC	81	47	73	47																					154	94
GWV																									0	0
GSACH																									0	0
LVH-N																									0	0
LZ																									0	0
UPMC																									0	0
Other	1	1	0	1																					1	2
Coroner																									0	0
Total	180	85	159	88																					339	173
Hours on the Job	267.0		221.9																						517.7	415.4
Busiest Weekday	TUE	SUN	THR	SUN																						
Top Monthly Complaint	35	24	41	25																					76	52
Town of Bloomsburg																										
EMS Calls	105	74	120	98																					225	172
Medical	80	57	90	77																						
Community Service	19	11	16	9																						
Missed	6	6	14	12																						
Destination																										
GBH	38	13	44	19																						
GMC	16	10	19	17																						
Coroner																										
Other	0	0	0	1																						
Total	54	23	63	37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	117	60
Hours on the Job	67.5		71.7																							
Busiest Weekday	SAT	SUN	SUN	SUN																						
Top Monthly Complaint	17	9	14	15																						

OVERALL EMS CALLS of BVAA & GCMTS



<u>ITEM #</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1. Ten (10) 8'X8'X8' wire mesh containers with front and side forklift access and hinged front unloading door with forty-four inch opening and locking pins with a gravity sloped floor	<u>\$3,230</u>	<u>\$32,300</u>
2. Delivery to 901 Patterson Drive Bloomsburg, PA 17815		<u>\$500</u>
3. Trade - in value of old bins	10@ \$185 each	<u>\$(1,850)</u>
TOTAL COST - FOB Bloomsburg Tax Exempt # 24-6000690		<u>\$30,950</u>

Delivery timeline 5-1-24 - 6-1-24

Company Name and Address:

Zerbe Manufacturing  
245 Sweet Arrow Lake Rd  
Pine Grove, PA 17963

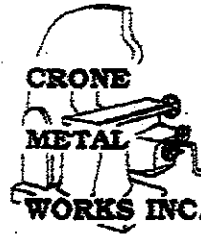
Signature of Representative:

Lonny J. [Signature]

Phone Number:

570 - 345 - 4761 office  
570 - 640 - 1528 Cell

ALL TYPES OF  
MACHINING, WELDING  
and FABRICATING



24 W. Sixth Street  
Bloomsburg, PA 17815

570-389-8299  
Fax: 570-389-8433

Bulk Recycling Bins  
Bloomsburg Recycling Center

March 11 2024  
Att: Charles Fritz

We are pleased to quote on the fabrication of ten Bulk Recycling Bins as per pictures sent e mail.

The bins will be fabricated as per sample at the Recycling Center. They will be constructed of 12 gage steel panels, flattened expanded metal, Tubing, c-channel and angle iron to match existing bins as close as possible.

Our price includes material, fabrication paint and delivery to Bloomsburg Recycling Center.

Trade in value is zero they are not worth anything.

Delivery 20 to 24 weeks.

Price each \$ 6250.00 Times ten \$ 62500.00

Price may change if quantity is less.

If you have any questions please call 570 389 8299 or 570 204 1592

Sincerely yours Joe Crone

ITEM #

UNIT PRICE

TOTAL COST

1. Ten (10) 8'X8'X8' wire mesh  
containers with front and side forklift  
access and hinged front unloading door  
with forty-four inch opening and locking pins  
with a gravity sloped floor

# 6250<sup>00</sup>

# 62500<sup>00</sup>

2. Delivery to 901 Patterson Drive  
Bloomsburg, PA 17815

# 0.00

3. Trade - in value of old bins

# 0.00

TOTAL COST - FOB Bloomsburg  
Tax Exempt # 24-6000690

# 62500<sup>00</sup>

Delivery timeline 20 to 24 weeks

Price may change if Qty changes

Company Name and Address:



Crone Metal Works, Inc  
24 W. 6th St.  
Bloomsburg, PA 17815

Signature of Representative :

Joseph Crone

Phone Number :

570-389-8299




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: Espresso / Bronze Mist  <a href="#">Edit</a>	\$449.95	<input type="text" value="20"/>	\$8,999.00

[UPDATE QUANTITIES](#)

### ESTIMATE SHIPPING

Country: \*

State / province:

[Leave a Message](#)



Pennsylvania

Zip / postal code:

17815

### ESTIMATE SHIPPING

Commercial Carrier

**\$2,252.22**

DISCOUNT CODE

+

### ORDER TOTAL

Product(s): **\$8,999.00**

Shipping: **TBD**

Tax: **\$0.00**

**TOTAL: **TBD****

### CHECKOUT

All payments are securely processed by

**Authorize.Net**

OR

[BACK TO SHOPPING](#)



Leave a Message

[Contact Info](#)

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN OWNER AND CONSULTANT**



THIS AGREEMENT, dated the \_\_\_\_ of \_\_\_\_\_ in the year 20\_\_\_\_, between THE TOWN OF BLOOMSBURG, PENNSYLVANIA, the OWNER, and DELTA AIRPORT CONSULTANTS, INC., the CONSULTANT, for Projects at the Bloomsburg Municipal Airport. The term of this agreement shall be for a period of five (5) years.

WHEREAS the OWNER sought proposals from qualified Consultants to perform certain consulting services and has determined that DELTA AIRPORT CONSULTANTS, INC. (the "CONSULTANT") is the most qualified based on the criteria stated in the Request for Proposals.

Once the specific scope of services of a Project is agreed upon between the OWNER and the CONSULTANT, the CONSULTANT shall provide the services described in an individual TASK ORDER.

The precise scope of the CONSULTANT's services, schedule, and cost shall be as stated in each TASK ORDER as authorized from time to time by the OWNER upon approval of such scope of services and the cost for such services.

As used herein, the term "Project" shall refer only to such items of work listed in this Agreement or approved TASK ORDERS at the Bloomsburg Municipal Airport.

The OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of normal professional consulting services by CONSULTANT and the payment for those services by OWNER as set forth below.

**ARTICLE 1: BASIC SERVICES**

The CONSULTANT agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

**1.1 SCHEMATIC DESIGN**

The CONSULTANT shall review information provided by the OWNER and the OWNER's program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

**1.2 DESIGN DEVELOPMENT**

Based on the OWNER's approval of the plan identified during the Schematic Design phase, CONSULTANT shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

### **1.3 CONSTRUCTION DOCUMENTS**

In the Construction Documents Phase, the CONSULTANT is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars and FAA Orders, as well as State and Local requirements. The CONSULTANT's tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

### **1.4 BIDDING PHASE**

Upon receipt of the OWNER's approval of the Contract Documents and latest Opinion of the Construction Cost, the CONSULTANT shall assist the OWNER in soliciting and selecting bids for the construction of the Project. The CONSULTANT's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

### **1.5 CONSTRUCTION ADMINISTRATION**

During the construction phase of the project, the CONSULTANT shall assist the OWNER to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the OWNER on project progress and problems, conduct the final project inspection, and provide the associated certification.

- 1.5.1 Construction Administration – If included in the TASK ORDER, the CONSULTANT shall provide general consultation and advice to the OWNER during the construction phase of the project. The CONSULTANT shall facilitate general coordination between the OWNER, the State, and the FAA during the construction phase of the project. The CONSULTANT will assist the OWNER with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the OWNER on the Contractor's performance. The CONSULTANT shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONSULTANT is to communicate and coordinate with the OWNER on a regular basis throughout the construction phase of the project.

- 1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONSULTANT shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONSULTANT, of any construction means, methods, techniques, sequences, or procedures. The CONSULTANT will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONSULTANT shall distribute copies of the submittals and the updated submittal register to the OWNER.
- 1.5.3 Site Visits – If included in the TASK ORDER, the CONSULTANT shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the

construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of construction. The CONSULTANT will coordinate the site visits with the OWNER. The CONSULTANT's representatives are to meet with the representatives of the OWNER to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONSULTANT will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review -- If included in the TASK ORDER, the CONSULTANT shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the OWNER as to the CONSULTANT's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONSULTANT to the OWNER, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONSULTANT's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONSULTANT shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONSULTANT shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONSULTANT shall not be responsible for the Contractors' failure to comply with the project schedule.

## **ARTICLE 2: SPECIAL SERVICES**

If authorized by the OWNER, the CONSULTANT agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates
- j. Resident Project Representative services during the Construction Phase with duties and responsibilities as described in Attachment "A".
- k. Planning Services
- l. Environmental Services
- m. Land Acquisition Services

Unanticipated services, which will be treated as "Special Services", may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 3, "OWNER'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the CONSULTANT.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the OWNER when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONSULTANT to preclude or prepare for possible litigation, which claim(s) are beyond the CONSULTANT's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

### **ARTICLE 3: OWNER'S RESPONSIBILITIES**

The OWNER shall:

- 3.1 Provide to the CONSULTANT all criteria, design, and construction standards and full information as to the OWNER's requirements for the Project. The CONSULTANT shall be entitled to rely on the accuracy and completeness of information furnished by the OWNER.
- 3.2 Designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the CONSULTANT, interpret and define OWNER's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONSULTANT's services.
- 3.3 Furnish to the CONSULTANT all existing drainage, survey, layout data, and prior reports available for the Project.
- 3.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 3.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 3.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.

- 3.7 Surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the OWNER unless designated to be provided by the CONSULTANT in individual TASK ORDERS.
- 3.8 Furnish the services described in Sections 3.1 through 3.7 at the OWNER's expense and in such manner that the CONSULTANT may rely upon them in the performance of its services under this Agreement.
- 3.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 3.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 3.11 Arrange full and free access for the CONSULTANT to enter upon all property required for the performance of the CONSULTANT's services under this Agreement.
- 3.12 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONSULTANT's performance of services under this Agreement.
- 3.13 Compensate the CONSULTANT for services rendered under this Agreement.

#### **ARTICLE 4: GENERAL PROVISIONS**

##### **4.1 OWNERSHIP OF DOCUMENTS**

Master documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the CONSULTANT as instruments of service. CONSULTANT shall be deemed the authors of its Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of CONSULTANT's reserved rights. Upon execution of this Agreement, CONSULTANT grants to OWNER non-exclusive license to use OWNER's Instruments of Services solely for purposes of constructing, using, maintaining, altering and adding to the Project, provided the OWNER substantially performs its obligation including prompt payment of all sums when due, under this Agreement. Provided the OWNER is not in default under this Agreement, the OWNER is to be provided with one digital CD-ROM set (.tif or .jpg or PDF) and one paper set of the record drawings after final acceptance. If requested by the OWNER, a digital copy of applicable drawings is to be provided by the CONSULTANT. Copies of sketches, notes, computations, and other data are to be furnished upon request. The CONSULTANT is to be released and held harmless of any subsequent liabilities resulting from revisions, extensions or enlargements of the OWNER's "originals" including computer files.

##### **4.2 DELEGATION OF DUTIES**

Neither the OWNER nor the CONSULTANT shall delegate its duties under this Agreement without the written consent of the other.

#### **4.3 TERMINATION**

This Agreement may be terminated by either party by written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party, or for the OWNER's convenience. This Agreement may also be terminated if mutually agreed upon by the OWNER and CONSULTANT. If this Agreement is terminated, the CONSULTANT shall be paid for services performed through the termination notice date.

#### **4.4 EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and CONSULTANT.

#### **4.5 GOVERNING LAW**

Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the location of the Project.

#### **4.6 GENERAL**

- 4.6.1 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 4.6.2 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- 4.6.3 The CONSULTANT has not been retained or compensated to provide design or construction review services relating to the CONTRACTOR(s)' safety precautions or to means, methods, techniques, sequences, or procedures required for the CONTRACTOR(s) to perform work relating to the final or completed structure; Services excluded from this Agreement include but are not limited to design or review of any shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4.6.4 The CONSULTANT shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances.
- 4.6.5 Any Opinion of the Construction Cost prepared by the CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the OWNER and funding agencies only. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such Opinions as compared to CONTRACTOR(s) bids or actual cost to the OWNER and shall not be held responsible in the event the CONTRACTOR's bid or the Actual Construction Cost exceed CONSULTANT's Opinion thereof.
- 4.6.6 Neither party shall be entitled to unjust enrichment or betterment as a result of errors or omissions.

- 4.6.7 In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the OWNER and CONSULTANT agree to resolve such disputes in the following manner. First, the parties agree to attempt to resolve the dispute through direct negotiations between the appropriate representatives of each party. Second, if such direct negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties; if the parties cannot agree upon rules and procedures, then the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Third, if the dispute or any issues remain unresolved after the above steps, the parties may institute litigation in a court of competent jurisdiction. The parties expressly agree that any dispute arising out of or related to this Agreement or the services to be rendered hereunder shall be subject to direct negotiations and mediation as described herein as a condition precedent to the litigation proceedings by either party.
- 4.6.8 OWNER and CONSULTANT shall commence all claims and causes of action, whether in contract, tort, indemnity or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement with the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Project. OWNER and CONSULTANT waive all claims and causes of action not commenced in accordance with this provision.
- 4.6.9 To the fullest extent permitted by law, OWNER agrees to limit the liability of CONSULTANT for any and all claims, losses, costs, or damages of any nature whatsoever so that the total aggregate liability of CONSULTANT shall not exceed \$50,000 or CONSULTANT's total fee for the Services performed pursuant to this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

## **ARTICLE 5: SPECIAL PROVISIONS**

### **5.1 INSURANCE AND INDEMNITY**

- 5.1.1 CONSULTANT's Insurance - The CONSULTANT shall acquire and maintain statutory worker's compensation insurance coverage, commercial general liability insurance coverage, and professional liability insurance coverage.

CONSULTANT's current limits are:

General Liability	\$1,000,000 per occurrence \$2,000,000 per year
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Professional Liability	\$1,000,000 per claim \$1,000,000 per year
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- 5.1.2 CONTRACTOR's Insurance - Prior to the commencement of the work, the OWNER shall require the CONTRACTOR to submit evidence that it has obtained, for the period of the Construction Contract and the guarantee period, commercial general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$2,000,000 per occurrence for all damages arising out of bodily injury, sickness or death and property damage of others including explosion, collapse, and underground exposures.



Included in such coverage will be contractual coverage sufficiently broad to insure provision of paragraph 5.1.4 "Indemnity". The commercial general liability insurance will include as additional named insureds: the OWNER; the CONSULTANT; and each of the officers, agents, and employees. The OWNER understands that the cost of obtaining liability insurance covering the OWNER and CONSULTANT as additional insured is not an eligible cost under the AIP.

- 5.1.3 Builders Risk "All Risk" Insurance - Before commencement of the work, the OWNER will require that the CONTRACTOR submit written evidence that it has obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) for any building which is the subject of the Construction Contract. Such insurance shall include as additional named insureds: the OWNER; the CONSULTANT; and each of their officers, agents, employees, and any other persons with an insurable interest as may be designated by the OWNER.
- 5.1.4 Indemnity - The OWNER will require that any CONTRACTOR performing work in connection with Drawings and Specifications produced under this Agreement, hold harmless, indemnify, and defend the OWNER and the CONSULTANT, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of, or alleged to arise from, the CONTRACTOR's (or the CONTRACTOR's SUBCONTRACTOR's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the CONSULTANT, their consultants, or their officers, agents, and employees.
- 5.2 The CONSULTANT will proceed to furnish consulting services on the Project promptly, without delay, after the Notice-to-Proceed has been given in writing by the OWNER.
- 5.3 The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR, Part 60); and agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970; and is to maintain an Affirmative Action Program, as required by regulations.
- 5.4 The CONSULTANT agrees that the OWNER, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific grant program for the purpose of making audit, examinations, excerpts, and transcriptions. The CONSULTANT shall maintain all required records for three (3) years after the OWNER makes final payment and all other pending matters are closed.
- 5.5 If any of the services outlined in this Agreement are furnished by the CONSULTANT by obtaining such services outside the CONSULTANT's organization, when requested by the OWNER the CONSULTANT shall provide proposal(s) and/or contract(s) between the person(s) or firm(s) and the CONSULTANT outlining the services to be performed and the charges for the same.
- 5.6 It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the OWNER and/or the FAA and/or the State, and the said construction plans are substantially changed or revised, for any reason other than the fault of the CONSULTANT in preparing same, then the CONSULTANT shall be entitled to compensation for rendering the services necessary to complete the changes.
- 5.7 At the OWNER's request, and with an associated reduction in the CONSULTANT's fixed fee, the OWNER has agreed to assume a portion of the CONSULTANT's liability and business risk associated with

subcontracted services provided under this Agreement. The OWNER agrees to indemnify and hold harmless the CONSULTANT against all costs arising out of or in connection with the failure of any Subconsultant to provide its services in accordance with the terms of its subcontracts. The OWNER shall be entitled to any payments received by CONSULTANT from its Subconsultants for settlement of any claims related to the Project. The OWNER assumes no liability for direct payment to the Subconsultants and CONSULTANT agrees to indemnify and hold the OWNER harmless from any and all claims by any Subconsultant which arises out of any failure of CONSULTANT to make payments to the Subconsultant provided that the OWNER has already paid CONSULTANT all amounts owed under this Agreement.

#### **ARTICLE 6: SCHEDULE FOR DELIVERY OF WORK BY CONSULTANT**

The CONSULTANT shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 6.1 It is understood that the CONSULTANT is to proceed on the project after a Notice-to-Proceed from the OWNER. The schedule is to be outlined in each TASK ORDER once the scope of the project(s) has been clearly defined.
- 6.2 Construction progress is to be monitored by the CONSULTANT in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 6.3 The CONSULTANT is to endeavor to complete the work in accordance with the schedule, however, it will not be penalized for delays beyond its control such as OWNER's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

#### **ARTICLE 7: CONSULTING CHARGES**

For the CONSULTANT's Services described in this Agreement, the OWNER shall compensate the CONSULTANT as follows:

- 7.1 Compensation for the Services shall be negotiated between the OWNER and CONSULTANT prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 7.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONSULTANT's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month. The OWNER understands that interest charges are not an eligible cost under the Airport Improvement Program (AIP).
- 7.3 If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- 7.4 No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.

7.5 If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

The following attachments are made a part of this Agreement:

Attachment A	Resident Project Representative
Attachment B	Mandatory Federal Contract Provisions

The parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

The Town of Bloomsburg, Pennsylvania  
301 East Second Street  
Bloomsburg, Pennsylvania 17815

CONSULTANT:

Delta Airport Consultants, Inc.  
3544 North Progress Avenue, Suite 200  
Harrisburg, Pennsylvania 17110

**Digitally signed by Douglas E Sander**  
**Date: 2024.03.05 16:03:29 -05'00'**

\_\_\_\_\_  
Authorized Signature

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

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

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

\_\_\_\_\_  
Authorized Signature

Name: Douglas E. Sander, P.E., C.M.

Title: Vice President

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

**LIMITATIONS OF AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE.**

1. The Resident Project Representative shall act under the direct supervision of the CONSULTANT, shall be the CONSULTANT's agent in all matters relating to on-site construction review of the CONTRACTOR(s)' work, shall communicate only with the CONSULTANT and the CONTRACTOR(s), and shall communicate with the SUBCONTRACTOR(s) only through the CONTRACTOR(s) or their authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the CONSULTANT, unless otherwise coordinated with CONSULTANT.
2. The Resident Project Representative is to periodically review and observe on-site construction activities of the CONTRACTOR(s) relating to portions of the Project designed and specified by the CONSULTANT as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Project Representative's duties are any review of the CONTRACTOR(s)' safety precautions, or the means, methods, sequences, or procedures required for the CONTRACTOR(s) to perform the work but not relating to the final or completed Project. Omitted design or review services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:
  - (a) Schedules: Review the progress schedule, schedule of Shop Drawings submissions and schedule of values prepared by CONTRACTOR(s) and consult with the CONSULTANT concerning their acceptability.
  - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
  - (c) Liaison:
    - (1) Serve as CONSULTANT's liaison with CONTRACTOR(s), working principally through the CONTRACTOR(s)' superintendent and assist them in understanding the intent of the Contract Documents. Assist the CONSULTANT in serving as OWNER's liaison with CONTRACTOR(s) when CONTRACTOR(s)' operations affect OWNER's on-site operations.
    - (2) As requested by CONSULTANT, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
  - (d) Shop Drawings and Samples:
    - (1) Receive and record date of receipt of Shop Drawings and samples which have been approved by the CONSULTANT.
    - (2) Receive samples which are furnished at the site by CONTRACTOR(s) for CONSULTANT's approval and notify CONSULTANT of their availability for examination.

- (3) Advise CONSULTANT immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the CONSULTANT.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
  - (1) Conduct on-site observations of the Work in progress to assist CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work is to generally conform to the intent of the Contract Documents.
  - (2) Report to CONSULTANT whenever it believes that any Work is unsatisfactory, faulty or defective, or does not conform to the intent of the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made; and advise CONSULTANT when it believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
  - (3) Accompany visiting inspector representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to CONSULTANT.
  - (4) Monitor test results relative to specification requirements and maintain a file with test reports and certifications. Notify the CONTRACTOR(s) when it observes apparent deficiencies and report to the CONSULTANT for a final decision on the matter.
- (f) Interpretation of Contract Documents: Transmit to OWNER, CONSULTANT's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate CONTRACTOR(s)' suggestions for modifications in Drawings or Specifications and report them with recommendations to CONSULTANT.
- (h) Records:
  - (1) Maintain, at the job site, files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - (2) Keep daily reports recording hours on the job site, weather conditions, data relative to questions of extras or deduction, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures. Send copies to CONSULTANT.
  - (3) Record names, addresses, and telephone numbers of CONTRACTORS, SUBCONTRACTORS, and major suppliers of equipment and materials.
  - (4) Document quantities of materials used on the Project by actual measurements and computations in the field record. Whenever weight is the basis of measurement, maintain copies of the weight tickets.
- (i) Reports:
  - (1) Furnish CONSULTANT periodic reports as required of progress of the Work and CONTRACTOR(s)' compliance with the approved progress schedule of Shop Drawing submissions.

- (2) Consult with CONSULTANT in advance of scheduled major tests, inspections, or start of important phases of the Work.
- (j) Completion:
  - (1) Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONSULTANT a list of observed items requiring correction.
  - (2) Conduct final inspection in the company of CONSULTANT, OWNER, and CONTRACTOR and prepare a final list of items to be corrected.
  - (3) Verify that items on final list have been corrected and make recommendations to CONSULTANT concerning acceptance.
  - (4) Maintain a set of working drawings, on the job site, which can be used to prepare record drawings of the project.

5. Limitations of Authority.

Except upon written instruction of CONSULTANT, Resident Project Representative:

- (a) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- (b) Shall not undertake any of the responsibilities of CONTRACTOR(s), SUBCONTRACTOR(s), or CONTRACTOR(s)' superintendent.
- (c) Shall not expedite Work for the CONTRACTOR(s).
- (d) Shall not advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- (e) Shall not advise on, or issue directions as to, safety precautions and programs in connection with the Work.
- (f) Shall not authorize OWNER to occupy the Project in whole or in part.
- (g) Shall not participate in specialized field or laboratory tests.
- (h) Is not authorized to sign change orders on behalf of the CONSULTANT, to approve or disapprove shop drawings or materials submittals on behalf of the CONSULTANT, or to issue a Recommendation for Payment on behalf of the CONSULTANT.

**ATTACHMENT B  
MANDATORY FEDERAL CONTRACT PROVISIONS**



*(Based on the Federal Aviation Administration Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects issued on May 24, 2023.)*

**TERMINOLOGY**

- 1) The term **"Sponsor"** is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a "recipient" of federal assistance when receiving AIP or other FAA grant funds.
- 2) The term **"Owner"** of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
- 3) For purposes of determining requirements for contract provisions, the term **"contract"** includes professional services, and subcontracts and supplier contracts such as purchase orders.
- 4) The term **"Contractor"** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier). As used herein, the terms (a) "Contractor" and "Consultant" and (b) "Subcontractor" and "Subconsultant" are synonymous.
- 5) The term **"bid"** is understood to mean a bid, an offer, or a proposal.
- 6) The term **"applicant"** is understood to mean the following in different contexts:
  - a. For the Equal Employment Opportunity (EEO) clause, the term "applicant" means an applicant for employment (whether or not the phrase, for employment, follows the word applicant or applicants).
  - b. For all other clauses, the term "applicant" means a bidder, offeror, or proposer for a contract.

**A1 ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.334; 2 CFR § 200.337; FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**A2 AFFIRMATIVE ACTION REQUIREMENT**

41 CFR Part 60-4; Executive Order 11246

The following provision applies to professional service agreements that include tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceed \$10,000.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: 0.5%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the

covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Columbia County, Pennsylvania.

#### **A3 BREACH OF CONTRACT TERMS**

2 CFR § 200 Appendix II (A)

The following provision applies to contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II(A). This threshold is occasionally adjusted for inflation and is \$250,000.

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **A4 BUY AMERICAN – Not applicable**

49 USC § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

#### **A5 CIVIL RIGHTS - GENERAL**

49 USC § 47123

#### **GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure



that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **FOR GENERAL CONTRACT AGREEMENTS**

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

#### **A6 CIVIL RIGHTS - TITLE VI ASSURANCES**

49 USC § 47123; FAA Order 1400.11

#### **TITLE VI SOLICITATION NOTICE**

The Town of Bloomsburg, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

2 CFR § 200 Appendix II (G); 42 USC § 7401, et seq; 33 USC § 1251, et seq

The following provision applies to all contracts and lower-tier contracts that exceed \$150,000.

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

#### **A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT**

2 CFR § 200, Appendix II (E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

The following provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

##### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

#### **A9 COPELAND ANTI-KICKBACK ACT – Not applicable**

2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

#### **A10 DAVIS-BACON REQUIREMENTS – Not applicable**

2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

#### **A11 DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

The following provision applies to contracts for covered transactions, which are defined in 2 CFR Part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.

#### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **A12 DISADVANTAGED BUSINESS ENTERPRISES**

49 CFR Part 26

**Contract Assurance (49 CFR § 26.13).** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29).** The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from the Sponsor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

#### **A13 DISTRACTED DRIVING**

Executive Order 13513; DOT Order 3902.10

The following provision is required for AIP funded contracts that exceed the micro purchase threshold of 2 CFR § 200.320 (currently set at \$10,000).

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

#### **A15 DRUG FREE WORKPLACE REQUIREMENTS –Not applicable**

49 CFR Part 32; Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

#### **A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

The following provision applies to contracts or subcontracts when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

#### **Equal Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **EEO Specification**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or

more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.



- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance with the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC §1352 - Byrd Anti-Lobbying Amendment; 2 CFR Part 200 Appendix II(I); 49 CFR Part 20, Appendix A

The following provision applies to contracts of \$100,000 or more.

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**A19 PROHIBITION OF SEGREGATED FACILITIES**

2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **A21 PROCUREMENT OF RECOVERED MATERIALS**

2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

#### **A22 RIGHT TO INVENTIONS – Not applicable**

2 CFR Part 200, Appendix II(F); 37 CFR Part 401

#### **A23 SEISMIC SAFETY**

49 CFR Part 41

The following provision applies to professional services contracts involved in the construction of new buildings or structural addition to existing buildings.

## PROFESSIONAL SERVICE AGREEMENTS FOR DESIGN: SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

### **A24 TAX DELINQUENCY AND FELONY CONVICTIONS**

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- a) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **A25 TERMINATION OF CONTRACT**

2 CFR § 200 Appendix II (B); FAA Advisory Circular 150/5370-10, Section 80-09

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **A26 TRADE RESTRICTION CERTIFICATION**

49 USC §50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**A27 VETERAN'S PREFERENCE**

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**A28 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

2 CFR § 200.322; 2 CFR Part 200, APPENDIX II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



COLUMBIA COUNTY  
CONSERVATION DISTRICT

*Conserving Natural Resources for Our Future*

February 28, 2024

RECEIVED

MAR 6 2024

Dear Municipality:

Please find the enclosed yearly updated Memorandum of Understanding between you and the Columbia County Conservation District. Please be sure to have a supervisor or representative sign the final page and return it to the District. We will then present it to the Chairman of our Board of Directors for signature, and will return a copy to you for your records.

Thank you for your time,

Beth Marie Gensemer  
Administrative Coordinator  
Columbia County Conservation District





# **MEMORANDUM OF UNDERSTANDING**

**Between the  
Columbia County Conservation District  
(hereinafter sometimes referred to as "District")**

**And  
The Town of Bloomsburg  
(hereinafter sometimes referred to as "Municipality")**

## **STATEMENT OF PURPOSE**

This Memorandum made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, has been prepared jointly and agreed upon by each party, the same parties intending to be legally bound hereby, for the following purposes to the extent applicable:

To serve as a joint commitment by the signatory parties to control accelerated erosion and to minimize sediment pollution to the waters of the Commonwealth which may result from the conduct of earthmoving activities in the Town of Bloomsburg.

To serve as a basis for stating the role of each party in administering the provisions of the Town of Bloomsburg's Erosion and Sediment Control Ordinance or Ordinance which contains Erosion and Sediment Control Provisions as amended from time to time.

- I. In carrying out the intent of this memorandum, the Columbia County Conservation District shall:**
  - A. Receive all erosion and sediment control plans (E&S Plan) as required under Town of Bloomsburg ordinances and complete an initial review of the E&S Plan within 45 calendar days of its receipt. Any subsequent reviews of E&S Plan submissions (revisions) will be completed within 30 calendar days of receipt.
  - B. Within 10 working days of completion of review, notify in writing, the consultant, the applicant, and the municipality of all E&S Plan approvals, deficiencies, and all determinations that an E&S Plan cannot be approved because of inadequate information and/or a failure of the applicant to develop an E&S Plan in compliance with Chapter 102.
  - C. Upon request, provide all applicants with access to the PA Department of Environmental Protection (DEP) Erosion and Sediment Pollution Control Program Manual and related forms, worksheets, checklists, etc. necessary to successfully prepare an E&S Plan, NPDES Permit and Post-Construction Stormwater Plan.
  - D. In accordance with a routine inspection schedule and/or upon the request of the municipality, and /or upon the receipt of request from a third party, inspect ongoing

earth disturbance projects and complete a standard DEP site inspection report. In conjunction with this responsibility, the District shall:

1. Advise the municipality of all third party complaints within 10 calendar days of their receipt. The Source of the complaint shall remain anonymous in accordance with DEP policy.
  2. Provide a copy of all inspection reports to the affected responsible party and municipality within 10 calendar days of the inspection.
- E. Serve as the repository for all E&S Plans, NPDES Permits, complaints, inspection reports, correspondence, etc. that involve earth disturbance activities. All such information shall be contained in a filing system which shall be available for inspection by the municipal officials for a time frame that is consistent with the DEP Records Retention Policy.
- F. Commit the necessary staff time, and provide all information necessary to assist the municipality in conducting enforcement proceedings as required.
- G. As part of and as stated in a Delegation Agreement with the DEP, the District shall administer and implement the Commonwealth's Erosion, Sediment, and Stormwater Control Program through the Delegation with DEP and this Memorandum of Understanding (MOU).
- H. Conduct inspections in response to complaints regarding agricultural earth disturbance activities, including agricultural plowing and tilling or animal heavy use areas. Copies of the inspection report will be supplied to the municipality within 10 days of completion.
- I. Upon receiving a request from the municipal officials, and after appropriate municipal representatives have received the required training, the District will provide technical assistance and financial support, to the limit of its allocation approved by the State Conservation Commission, for projects qualifying for the Dirt and Gravel Roads Program. Financial support may be limited and will be provided based on the Districts priority ranking system as funds are available. The District will provide the municipality with this service by-way-of an agreement with the municipality.
- J. As part of a Delegation Agreement with the State Conservation Commission, the District will review all nutrient management plans submitted under Act 38 (PA Nutrient Management Act), approve those plans that meet Act 38 standards and monitor implementation of these plans. In addition, the District will provide information on federal nutrient management initiatives or confined animal feeding operation (CAFO) regulations. The District will, upon request, evaluate and determine if an individual operation is subject to Act 38.
- K. Upon written request by a landowner or operator, the District will facilitate conservation planning technical assistance to farm owners and/or operators. Within

the limits of our allocations, the District will provide cost share assistance to eligible landowners or operators.

- L. The District's Watershed Specialist will assist municipal officials and citizen groups to form watershed associations for the purpose of addressing local water resource issues on a watershed basis. The Watershed Specialist will also be available to assist municipal planners that wish to incorporate a watershed focus into zoning and land planning.
- M. The District will, in a timely manner, provide municipalities with current information relating to changes in fee schedules, regulations, program requirements, or permits for those program areas that are discussed in this MOU.

**II. In carrying out the intent of this Memorandum, the Town of Bloomsburg shall:**

- A. Notify the District within 5 days of receipt of an application for any permit or approval that could involve earth disturbance activities consisting of 1 acre or more, pursuant to Chapter 102.42.
- B. Pursuant to Chapter 102.43, the Town of Bloomsburg shall not issue building or other permit or approval to those proposing or conducting earth disturbance activities requiring a Department permit until the Department or District has issued the E&S or individual NPDES Permit or approved coverage under a general NPDES Permit for Stormwater Discharges Associated with Construction Activities under Chapter 102.5.
- C. Shall provide instructions to have the E&S Plans submitted to the District and forward all questions pertaining to the preparation of E&S Plans and Applications and tracking forms to the District.
- D. Forward all third party complaints about ongoing earth disturbance projects to the District for their inspection.
- E. Upon notification by the District, withhold any building, grading, or other permits that apply as specified in the ordinance or Chapter 102.43, when and where it has been determined that an applicant has failed to secure E&S Plan approval from the District.
- F. Disseminate natural resource conservation information and written materials to the general public.
- G. Seek assistance from the District when natural resource protection concerns arise in your municipality.
- H. Encourage and support appropriate local watershed activities and will invite the District's Watershed Specialist to participate with watershed-related projects and planning activities.

- I. Inform permit applicants of new or updated permit requirements or program information as the District provides such information.
- J. Consult with the District before referring to or assigning responsibilities to the District in any of their ordinances.
- K. Chapter 102.4 requires all farming operations that disturb over 5,000 sq ft to have a Conservation Plan/Ag E&S plan. This also includes no-till as an earth disturbing practice. Along with the conservation plans, the Commonwealth also requires farmers to have a manure management plan, Chapter 91, developed for every farm that produces or spreads manure on their ground, no limit on size or scope of operation. Once farm size reaches certain thresholds based on livestock, further requirement for nutrient management may be required (such as Act 38 or CAFO). These plans must be available upon request for review from the landowner/operator. The District highly recommends that Beaver Township require development of these plans before building permits for agricultural operations are approved.
- L. Rely upon the Commonwealth's Erosion, Sediment, and Stormwater Control program through this MOU to comply with NPDES and MS4 program.

**III. This Memorandum of Understanding shall become effective immediately.**

It shall be reviewed annually, as the need arises by either or both parties, and may be amended by mutual consent of both parties. This MOU may be terminated at any time, by either party, following a 60-day written notice to the other party.

**FOR THE TOWN OF BLOOMSBURG:**

_____ (NAME)	_____ (TITLE)
	_____ (DATE)

**FOR THE COLUMBIA COUNTY CONSERVATION DISTRICT:**

_____ (CHAIRMAN)	_____ (DATE)
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