

**BLOOMSBURG TOWN COUNCIL MEETING
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)
MONDAY, April 8, 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 April 8, 2024 at 6:30 p.m. regarding the Martz lawsuit.
- The zoning draft will be provided by the third party by April 12, 2024. Town Council is expected to advertise and consider for adoption at the May 13, 2024 meeting.
- The SALDO draft is at legal being prepared in the correct format for consideration of adoption.
- April 13, 2024 at 10 a.m. will be the opening day of Little League and representatives of local government, grant agencies and staff will be present for the first pitch. A special thanks to Don E. Bower and McTish engineering firm for a successful project.

Citizens to be heard.

Approval of the Council minutes from the March 25, 2024 meeting.

Repeal the current Chapter 3, Part 1 of the Code of Ordinance and enact Bicycles in its entirety.

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. Ambulance report.

J. Fire reports will be on the April 22, 2024 meeting.

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

- A. Approval of Ava Sitko as an airport intern.
- B. Approval of securing a business after hour event with the Columbia Montour Chamber of Commerce for January 2025 for the Bloomsburg Human Relations Commission to have a community outreach event in the amount of \$225.
- C. Recommendation to approve Santino Trapane to provide a sound system for the Catawissa Military Band on July 4, 2024. Note: L. Dooley left a voicemail for Jessica Martz on 4/5/2024 to confirm the band and the sound system line up.
- D. Recommendation to have both volunteer entities vote to see if they wish to have the Town Council start the Act 172 program in 2025 for only Bloomsburg resident volunteers per regulation. Motion provides a 20% credit that would be refunded by the Town with the understanding that Columbia County Tax Assessment will not be lowering the tax bill. Note: amount back to volunteer will vary due to varying tax assessment rates.
- E. Recommendation to approve ending the probationary period of Robert Moyer in the Public Works Department effective 4/5/2024 pending the license being submitted to the Town for verification.

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

- A. Approval of the project budget with LIVIC Civil in the amount of \$42,000 for site design, engineering services and construction phase services in relation to the boat launch project.
- B. Recommendation to approve payment to SEDA-COG in the amount of \$5,150 for Federal Fiscal Year (FFY) 2022 HUD Entitlement Program.
- C. Recommendation to approve payment to SEDA-COG in the amount of \$10,119 for FFY 2023 HUD Entitlement Program.
- D. Recommendation to approve payment to SEDA-COG in the amount of \$1,340 for FFY 2019-CV HUD Entitlement Program.
- E. Recommendation to approve a traffic control quote from Abbey Road Control, Inc. in the amount of \$9,514.80 for the Bloomsburg Fair event.

- F. Recommendation to approve a quote from Raynor for dock repair at the Bloomsburg Recycling Center in the amount of \$4,250.45.
 - G. Recommendation to approve a quote from Raynor for overhead door reinforcement at the Bloomsburg Recycling Center in the amount of \$2,200.
 - H. Recommendation to approve a 10 x 10 test area quote in the amount of \$1,150 from Hepco Construction, Inc. for the pool bathhouse. Approval of a quote in the amount of \$5,503 (less the test area cost) if the test works with Hepco Construction Inc.
 - I. Recommendation to only sell one of two vehicles at the Public Works Department for two 2024 new vehicles purchased. Note: the one to sell will be the 2012.
 - J. Recommendation to approve a quote from B & H in the amount of \$855 for a projector for the airport conference room.
 - K. Recommendation for the draft alcohol ordinance to not permit event areas at the Town Pool, Town Park, Skate Park, Streater Field or the Dog Park.
 - L. Recommendation to approve advertising the Town Park ordinance.
4. **COMMUNITY & ECONOMIC DEVELOPMENT/ PUBLIC SAFETY COMMITTEE- Toni Bell**
- A. Approval of the professional engineering services for the flood mitigation assistance-SWIFT current initiative for the house elevation project located at 334 E. 9th Street with Peters Consultants, Inc. Note: Council approved award on 2/26/2024 this is the agreement language.

Next meeting: April 22, 2024.

The Bloomsburg Town Council held their regular meeting on Monday, March 25, 2024 beginning at 7:00 p.m. in Council Chambers, 2nd Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <https://us02web.zoom.us/j/4569203798>.

Mayor Justin Hummel called the meeting to order at 7:00 p.m., present were Council Members Toni Bell (Zoom), James Garman, Bonnie Crawford, Jaclyn Kressler, Nick McGaw and Jessica Jordan. Town Manager / Secretary/ Treasurer Lisa Dooley, Town Solicitor Matt Turowski, Chief of Police Scott Price, Public Works Director John Fritz, Code Officer Kyle Bauman, Director of Governmental Services/ Recycling Coordinator Charles Fritz, Fire Chief Scott McBride, Airport Coordinator BJ Teichman (Zoom), Director of Finance Kim Pogash (Zoom) and Administrative Assistant Christine Meeker (Zoom). Also present were MJ Mahon, Steve & Barbara Coladonato, David Hill (Zoom), Dennis (Zoom), Vince DeMelfi, Stacy Wagner (Zoom), Liz Clammer (Zoom), Jared Harris, Myron Kindig, Dawn Moore, Michael Williams, Todd Anderson (Zoom), Eileen Chapman, Carolyn Yagle, Rose, Corey Johnson, Jamie Harding, Matt Zoppetti, William Stewart, Ben Stover, two representatives from Agape, Sue O'Donnel (Zoom), Laurie (Zoom), T (Zoom), and five citizens.

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 was present to discuss his concerns with the condition of the sidewalks throughout Town. Mr. Dubil stated on March 19th he tripped and turned his ankle in the area of 35-37 E. Main Street. Kyle Bauman stated the Code Office will contact the property owner.

Jamie Harding provided a written statement and photos outlining several areas along the BART where problems exist. Sign locations, crosswalk locations, potholes and the design of the curve at Fishing Creek are a few. The prepared statement will be included as part of the minutes.

Myron Kindig was present to express his concern with the TNR program and the possibility of his cats being trapped and/or hurt. Mr. Kindig stated the people that are trapping these cats should have a chip reader and if a cat is chipped it should be released immediately.

Dawn Moore stated that all TNR organizations have chip readers and that trapped cats are in a carrier or cage three days at most. She thanked Chief Price of the bollards at the Pine Avenue lot but questioned why they come and go.

Jared Harris was present to question the need for an additional code officer. The declining enrollment at the university has lowered the total number of student housing units that are inspected on a yearly basis. Mr. Harris suggested changing the inspection criteria to once every two years and use the funds to hire additional police. The prepared statement will be included as part of the minutes.

APPROVAL OF THE COUNCIL MINUTES FROM THE MARCH 11, 2024 MEETING.

On a motion by J. Garman, seconded by T. Bell, and voted on unanimously, Council approved the minutes from March 11, 2024 with the addition of the changes outlined in an e-mail from Tom Person.

LSA RESOLUTION 3.25.2024.01.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved Resolution 3.25.2024.1.

INFLATION REDUCTION ACT URBAN AND COMMUNITY FORESTRY RESOLUTION 3.25.2024.02.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved the Inflation Reduction Act Urban and Community Forest Resolution 3.25.2024.2.

APPROVAL TO AWARD THE RECYCLING WIRE MESH CONTAINER BID TO ZERBE MANUFACTURING IN THE AMOUNT OF \$32,800.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved to award the recycling wire mesh container bid to Zerbe Manufacturing in the amount of \$32,800.

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.

On a motion by T. Bell, seconded by N. McGaw, and voted on unanimously, Council approved an agreement for professional services between the Town of Bloomsburg and Delta Airport Consultants, Inc.

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.

On a motion by T. Bell, seconded by J. Kressler, and voted on unanimously, Council approved the purchase of 20 lounge chairs for the pool in the amount of \$11,251.22.

APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLUMBIA COUNTY CONSERVATION DISTRICT AND THE TOWN OF BLOOMSBURG.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved the memorandum of understanding between the Columbia County Conversation District and the Town of Bloomsburg.

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.

On a motion by J. Kressler, seconded by J. Garman, and voted on 6 to 1 (Bell voting no), Council approved a waiver for the Steve Shannon land development to not require sidewalk to be installed

along Millville Road as there are no existing sidewalks located on any of the neighboring properties to connect to.

RECOMMENDATION FROM THE PLANNING COMMISSION TO APPROVE THE APPLICATION FOR A MINOR LOT INCORPORATION FOR 623 E. 5TH STREET. NOTE: WITH THE CONDITION THAT LEGAL REVIEWS AND APPROVES THE DOCUMENTATION.

On a motion by B. Crawford, seconded by J. Jordan, and voted on unanimously, Council approved the application for a minor lot incorporation for 623 E 5th Street with the condition that legal reviews and approves the documentation.

DISCUSSION OF ZONING ORDINANCE CHANGES AND DIRECTION.

Carolyn Yagle provided a list of potential changes to the zoning map and land uses for discussion and possible action.

DRAFT MAPPING SUGGESTIONS:

- A. **Adjust C-R boundary along Third Street area bounded by Jefferson, Pine Avenue, Murray Avenue and 3rd Street to R-U.** Motion by N. McGaw, seconded by J. Kressler, and voted on 7-0 Council approves to leave current C-R boundary.
- B. **Change R-S on 8th Street between West and Jefferson to R-U.** Motion by T. Bell, seconded by N. McGaw, and voted on 7-0 Council approves to leave area as R-S.
- C. **Adjust B-C boundary south of Railroad right-of-way.** Motion by N. McGaw, seconded by T. Bell, and voted on 6-1 (Kressler voting no), Council approved to move the boundary south the of Railroad right-of-way.
- D. **Adjust Market Street from R-S to MX-2.** Motion was made by N. McGaw, seconded by J. Garman to reject the change and remain R-S, Council voted 3-4 (Garman, Jordan, McGaw voting yes and Hummel, Bell, Crawford, Kressler voting no) motion defeated. Motion by J. Hummel, seconded by B. Crawford, and voted on 6-1, (Garman voting no) to change Market Street from 10th Street South to the flood wall and to extend one parcel in on both sides of the street to MX-2. Motion carried.
- E. **Adjust Autoneum parcel(s) to different district.** Consensus is to keep proposed change to MX-3 district.
- F. **Absorb B-C district into MX-2 or MX-3.** Consensus is to leave B-C district unchanged
- G. **Retain I-P district West of Railroad Street.** Consensus is to change to MX-3 district.
- H. **Adjust North side of E. 5th Street from Wood to Spruce to MX-2.** Motion by N. McGaw, seconded by J. Kressler, and voted on 7-0 to change the area from R-U to MX-2.
- I. **Adjust C-W district between Market and Park to a residential district.** Motion was made by N. McGaw, seconded by T. Bell, and voted on 7-0 to change the C-W district in the area Market Street to East Street and between 6th and 7th Street to C-W and to not allow duplex, student housing group, animal hospital and car washes.

- J. **Change the C-W district on the East side of town to MX-2.** Consensus is to leave the C-W district in this area unchanged.
- K. **Change all R-C districts to residential district.** Consensus is to leave R-C districts unchanged.
- L. **Reintroduce a high-density district along Lightstreet Road and Iron Street.** Consensus is to not change.

DRAFT LAND USES:

- A. **Remove Homeless Shelters from the B-C district and add into MX-2.** No motion, leave as is.
- B. **Remove Homeless Shelters from the C-R district.** Motion was made by N. McGaw, seconded by J. Kressler, and voted on 4-3 (Hummel, Crawford, Bell voting no), to remove homeless shelters from the C-R district, motion carried.
- C. **Remove Halfway House from the MX-3 to a different district.** Motion was made by J. Hummel to allow Halfway Houses in the MX-3 and I-N districts, motion died for lack of second.
- D. **Update parking lots to use by right and add MX-2 use to Main Street area.** No change.
- E. **Add industrial uses in the I-N district.** Motion by T. Bell, seconded by B. Crawford and voted on 7-0 to add contractor storage yards, distribution centers, light manufacturing, self-storage facilities, warehousing, welding and machine shops, wholesale business.
- F. **Add industrial uses to MX-3 district.** Motion by B. Crawford, seconded by J. Kressler, and voted on 7-0 to add by special exception, heavy manufacturing, welding and machine shops, wholesale business, self-storage and distribution centers.

Draft Dimensional Criteria:

There were no adjustments to the R-U therefore this category was not further discussed or voted upon.

The meeting ended 10:34 p.m. with no further business.

Lisa Dooley
Town Manager/Secretary/Treasurer

TOWN OF BLOOMSBURG
COLUMBIA COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 3, PART 1 OF THE CODE OF ORDINANCES OF THE TOWN OF BLOOMSBURG ENTITLED "BICYCLES" IN ITS ENTIRETY AND ENACTING THE PROVISIONS OF THIS ORDINANCE AS CHAPTER 3, PART 1 OF THE CODE OF ORDINANCES OF THE TOWN OF BLOOMSBURG

WHEREAS, by Ordinance No. 858 dated February 24, 2003, the Town of Bloomsburg (the "Town") enacted Chapter 3, Part 1 of the Code of Ordinances of the Town of Bloomsburg (the "Code") which regulates Bicycles; and

WHEREAS, the Town desires to repeal Chapter 3, Part 1 of the Code in its entirety and replace the same as provided herein.

NOW THEREFORE BE IT ORDAINED by the Bloomsburg Town Council as follows:

PART 1

Pedalcycles

§ 3-101. Definitions.

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

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

BICYCLE — See pedalcycle.

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

COMMONWEALTH — The Commonwealth of Pennsylvania

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

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

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

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

(1) designed to travel on not more than three wheels in contact with the ground; or

- (2) designed to travel on two wheels in contact with the ground which is modified by the addition of two stabilizing wheels on the rear of the motor vehicle.

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

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

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

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

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

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

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

PEDESTRIAN — Any of the following:

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

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

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

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

TOWN — Town of Bloomsburg

TRAFFICWAY — The entire width between property lines or other boundary lines of every way or place of which any part is open to the public for purposes of

vehicular travel as a matter of right or custom.

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

§ 3-102. Operation of Pedalcycles.

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

a. Riding on Sidewalks.

- (1) No pedalcycle shall be ridden upon a sidewalk in a Business District unless permitted by official traffic control devices, nor when a usable pedalcycle lane has been provided adjacent to the sidewalk within the Town unless permitted by official traffic control devices. No motorized pedalcycles or motor-driven cycles shall be operated upon any sidewalk unless specifically designated by the Town.
- (2) No person shall drive any vehicle except a human-powered vehicle upon a sidewalk or sidewalk area except for a vehicle designed for the exclusive use by a person with a mobility-related disability or an EPAMD.

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

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

employment and for no other purpose.

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

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

k. Stopping, Turning, Signaling.

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

l. Parking

- (1) A person may park a pedalcycle on a sidewalk, unless prohibited or restricted by an official traffic control device. A pedalcycle parked on a sidewalk shall not impede the normal and reasonable movement of pedestrian or other traffic.
- (2) No person shall chain or secure a pedalcycle to any Town stop sign, parking sign or any other official sign, nor any Town trees or parking meters.
- (3) Bicycle/pedalcycle racks are to be used, where available. No person shall chain

or secure a pedalcycle to a bicycle/pedalcycle rack within a street right-of-way in excess of 72 hours. No person shall chain or secure a bicycle to a bicycle/pedalcycle rack in a municipal parking facility in excess of 30 days.

- (4) A pedalcycle may be parked on the street at any angle to the curb or edge of the street at any location where parking is allowed in the Town.
 - (5) A pedalcycle may be parked on the street abreast of another pedalcycle near the side of the street at any location where parking is allowed.
 - (6) A person shall not park a pedalcycle on a street in such a manner as to obstruct the movement of a legally parked motor vehicle.
- m. Owner's Consent to Operate. No person shall intentionally take or ride a pedalcycle without the consent of the owner.
- n. Helmets.
- (1) A person under the age of 12 years of age shall not operate a pedalcycle or ride as a passenger on a pedalcycle unless the person is wearing a pedalcycle helmet meeting the standards of the American National Standards Institute, the American Society for Testing and Materials, The Snell Memorial Foundation's Standards for Protective Headgear for Use in Bicycling, or any other nationally recognized standard for pedalcycle helmet approval. This subsection applies to any person who rides:
 - (a) Upon a pedalcycle while in a restraining seat attached to a pedalcycle; or
 - (b) In a trailer towed by a pedalcycle.
 - (2) Notwithstanding any other provisions of law, any violation of subsection (1), above, is punishable by a fine, including all penalties, assessments and court costs imposed on the convicted person not to exceed \$25.00. The parent or legal guardian having control or custody of a person under 12 years of age whose conduct violates this subsection shall be jointly and severally liable with the person in the amount of the fine imposed.
 - (3) As used in this subsection, the term "wearing a pedalcycle helmet" means having a pedalcycle helmet of good fit fastened securely upon the head with the helmet straps.
- o. Operation of Pedalcycle with Electric Assist. No person under 16 years of age shall operate a pedalcycle with electric assist on any street in the Town.

§ 3-103. Safety Equipment Required.

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

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

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

§3-104. Compliance with Pennsylvania Motor Vehicle Code

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

§ 3-105. Penalties and Enforcement.

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

§ 3-106. Impounding and Sale of Pedalcycles.

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

§3-107. Pedalcycle Paths and Pedalcycle Lanes.

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

§3-108. Rules and Regulations.

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

§ 3-107. Repealer.

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

(SIGNATURE PAGE CONTINUES)

ORDAINED AND ENACTED into law by the Bloomsburg Town Council in lawful session assembled this ____ day of _____, 2024.

ATTEST:

TOWN OF BLOOMSBURG

Lisa Dooley, Secretary

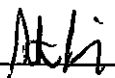
Justin Hummel, Mayor

1A-1

Bloomsburg Police Department Meter & App Collection - March 2024

	COLLECTION AREA	2023	2024- METER	2024 PANGO	2024 TOTAL
1	MAIN STREET	\$5,817.44	\$4,238.15	\$2,129.25	\$6,367.40
2	PINE AVE LOT	\$1,176.30	\$261.53	\$1,071.25	\$1,332.78
3	TRIANGLE LOT	\$509.26	\$340.26	\$790.50	\$1,130.76
4	WEST PINE AVE LOT	\$103.65	\$53.00	\$111.50	\$164.50
5	EAST PINE AVE LOT	\$183.16	\$0.00	\$397.25	\$397.25
6	EAST ST	\$377.82	\$265.57	\$462.25	\$727.82
7	LIBRARY LOT	\$175.80	\$176.20	\$417.50	\$593.70
8	E 2ND STREET/ 17815 PANGO	\$171.32	\$152.04	\$8,029.50	\$8,181.54
9	65 E 4th St	\$0.00	\$0.00	\$4.84	\$4.84
	TOTAL	\$8,514.75	\$5,486.75	\$13,413.84	\$18,900.59
PANGO APP ZONES					
1	65MKT1	\$245.50		\$309.25	
1	65MAIN	\$1,166.75		\$1,305.25	
1	65MKT2	\$62.00		\$129.75	
1	65IRON	\$196.50		\$126.00	
1	65CENTER	\$201.75		\$259.00	
2	65PINE1	\$341.00		\$439.75	
2	65PINE2	\$666.00		\$631.50	
3	65TRI	\$548.75		\$790.50	
4	65WPINE	\$175.75		\$111.50	
5	65EPINE	\$363.50		\$397.25	
6	65EAST	\$296.25		\$462.25	
7	65LIB	\$363.00		\$417.50	
8	17815	\$10,095.75		\$8,029.50	
	65E4TH (No meters)	\$13.25		\$4.84	
	TOTAL PANGO APP ZONES	\$14,735.75		\$13,413.84	
	TOTAL APP AND METERS	\$23,250.50			\$18,900.59

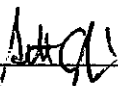
Chief Scott C. Price



1A-2


Bloomsburg Police Department		
March 2024 Council Report		
	2023	2024
CALLS STATION LOG BOOK	548	577
CALLS 911 CENTER	752	720
CRASH REPORTS COMPLETED	10	11
COLLISIONS REPORTED	N/A	29
REPORTABLE COLLISIONS	N/A	3
NON- REPORTABLE COLLISIONS	N/A	8
TRAFFIC CITATIONS	238	124
NON-TRAFFIC CITATIONS	18	24
TRACS CITATIONS	N/A	43
CRIMINAL ARRESTS	18	16
OFFENSE REPORTS	305	180
PARKING TICKETS	1,362	985
WARRANTS CONTACTED	10	56
WARRANTS FULFILLED	90	55
OTHER DEPARTMENTAL REVENUE		
PARKING TICKETS	\$33,324.38	\$23,489.84
RESIDENTIAL PERMITS	\$281.00	\$350.00
ZONE PERMITS	\$117.00	\$668.00
METER RENTAL	\$1,420.00	\$150.00
ACCIDENTS/INCIDENTS/REC CKS	\$200.00	\$175.00
DUMPSTER FEE	\$1,050.00	\$200.00
STREET CLOSING	\$200.00	\$50.00
BOOT REMOVAL	\$750.00	\$1,200.00
NON-SUFFICIENT FUNDS	\$0.00	\$35.00
SECOND HAND GOODS	\$0.00	\$25.00
BYOB LICENSE	\$0.00	\$0.00
EVENT PERMIT	\$75.00	\$225.00
BONFIRE PERMIT	\$0.00	\$0.00
TOTAL	\$37,417.38	\$26,567.84

Chief Scott C. Price



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Bloomsburg Police Department						
March 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	2	0		35
	Fosse	1	0	1		0
	Bowman	1	0	5		2
Police Officers:						
	Cromley	0	0	4		2
	Hill	0	0	0		0
	Beck	0	0	0		0
	Auchter	6	1	0		0
	Szkodny	1	1	2		0
	Pfeiffer	0	0	3		0
	Edgar	1	3	0		14
	Dombrosky	0	5	1		27
	Reinford	1	2	1		19
	Thorpe	0	0	0		0
	Stiver	2	1	1		3
	Fitzwater	2	0	0		7
	Lingousky	1	0	6		4
PT	Deitterick	0	0	0		0
Parking Enforcement Officers:						
	Buck	0	36	0		340
	Verchimak	0	73	0		532
TOTALS:		16	124	24	43	985

Chief Scott C. Price 

**TOWN OF BLOOMSBURG
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT
MARCH 2023**

10

	MARCH			YEAR TO DATE		
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	REGULAR	OT	CEMENT	REGULAR	OT	CEMENT
BEREAVEMENT TIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOLIDAY TIME	\$ -	\$ -	\$ -	\$ 2,234.88	\$ -	\$ -
PERSONAL TIME	\$ 392.97	\$ -	\$ -	\$ 427.64	\$ -	\$ -
SICK TIME	\$ 4,272.09	\$ -	\$ -	\$ 14,002.71	\$ -	\$ -
VACATION TIME	\$ 554.78	\$ -	\$ -	\$ 1,202.03	\$ -	\$ -
WEEKEND CALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMP TIME	\$ -	\$ -	\$ -	\$ 193.93	\$ -	\$ -
AIRPORT	\$ 867.67	\$ -	\$ -	\$ 8,549.85	\$ -	\$ 19.20
DAYCARE	\$ -	\$ -	\$ -	\$ 1,171.55	\$ -	\$ -
PARK (MOWING, ETC)	\$ 14,872.27	\$ -	\$ -	\$ 21,284.29	\$ -	\$ -
POLICE STATION	\$ 96.97	\$ -	\$ -	\$ 96.97	\$ -	\$ -
POOL	\$ 845.68	\$ -	\$ -	\$ 3,710.23	\$ -	\$ -
RECYCLING	\$ -	\$ -	\$ -	\$ 1,937.23	\$ -	\$ -
TOWN HALL	\$ 24.24	\$ -	\$ -	\$ 432.97	\$ -	\$ -
TOWN SHED	\$ 3,259.78	\$ -	\$ -	\$ 9,140.78	\$ -	\$ -
	\$ -	\$ -	\$ -			
BANNERS	\$ -	\$ -	\$ -	\$ 369.85	\$ -	\$ -
BARRICADES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHRISTMAS DECORATIONS	\$ -	\$ -	\$ -	\$ 1,199.78	\$ -	\$ -
CINDERTIP-MOVE FILL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEAN RUNS- FLOOD PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMPOST	\$ 2,597.98	\$ -	\$ -	\$ 9,160.80	\$ -	\$ -
CUT SHOULDER ON RIVER ROAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FAIR/ FAIR SIGNS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOODS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOWERS - MAIN STREET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FOUNTAIN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GARBAGE/ GARBAGE CANS	\$ 1,571.88	\$ -	\$ -	\$ 4,124.24	\$ 111.09	\$ -
LEAF PICKUP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LINE PAINTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOW (OTHER THAN PARK)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONE CALLS	\$ -	\$ -	\$ -	\$ 48.48	\$ -	\$ -
PARADES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING LOTS (HOPPES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING METERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARTY (RAID)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PATCH/ POTHOLES/ SEAL	\$ 1,017.10	\$ -	\$ -	\$ 10,916.25	\$ -	\$ -
PAVING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PLANT TREES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RENAISSANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SEWER/ SEWER LATERAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIDEWALKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIGNS	\$ 960.65	\$ -	\$ -	\$ 2,013.77	\$ -	\$ -
STORM CLEAN UP	\$ 1,046.10	\$ 642.96	\$ -	\$ 3,225.75	\$ 642.96	\$ -
STORM SEWER/ STORM WATER	\$ 942.64	\$ -	\$ -	\$ 1,035.11	\$ -	\$ -
STREET LIGHT	\$ -	\$ -	\$ -	\$ 48.48	\$ -	\$ -
SUPERVISON	\$ 7,855.03	\$ -	\$ -	\$ 21,623.41	\$ -	\$ -
SWEEPING	\$ 1,548.77	\$ -	\$ -	\$ 4,091.51	\$ -	\$ -
TRAFFIC LIGHTS/ LINES	\$ 96.97	\$ -	\$ -	\$ 96.97	\$ -	\$ -
TREE/ BRUSH/ LIMBS- CUT, CLEAN, TRIM & PICKUP	\$ 6,379.30	\$ -	\$ -	\$ 17,327.14	\$ -	\$ -
VEHICLES	\$ 2,129.94	\$ -	\$ -	\$ 2,799.02	\$ -	\$ -
WEED SPRAYING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WINTER MAINTENANCE	\$ -	\$ 215.10	\$ -	\$ -	\$ 215.10	\$ -
TOTAL AMOUNT	\$ 51,332.80	\$ 858.06	\$ -	\$ 142,465.62	\$ 969.15	\$ 19.20

TOWN OF BLOOMSBURG FUEL LOG - March 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	11089	11272	183	11.1	CODES
103	MG-1963H	22 CHEVY TRAX	2500	2700	200	9.6	CODES
104	EV59365	06 SPARTAN RESCUE 37	13590	13625	35	12.1	FIRE
105	MG6200M	2022 FORD EXPLORER	14889	15694	805	65.6	POLICE
106	EV69526	13 FORD FIRE POLICE	8525	8525	0	0	FIRE
107	EV71383	18 SPARTAN/TOYNE	4878	4908	30	16.4	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	36361	36361	0	0	FIRE
111	32978MG	89 FORD UNIT 39	23260	23260	0	0	FIRE
112	EV69314	15 KME KOVATCH	3660	3677	17	14.1	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	19129	20075	946	91.6	POLICE
116	MG5589A	17 FORD EXPLORER	75897	76242	345	38.6	POLICE
117	LJW5486	14 FORD TAURUS	86900	88131	1231	50.2	POLICE
118	MG5556G	13 FORD EXPLORER	83205	84068	863	78.2	POLICE
119	MG4457B	17 FORD EXPLORER	60816	61847	1031	95.7	POLICE
120	MG6202M	2022 FORD EXPLORER	23625	25928	2303	143.4	POLICE
121	HCN5853	08 FORD INTERCEPTOR	100644	100800	156	16	CODES
122	MG8419J	17 FORD EXPLORER	55053	55549	496	45.5	POLICE
123	EQUIPMENT	DUI Equipment	N/A	N/A	N/A	N/A	POLICE
124	MG67108L	K9 VEHICLE	40160	40992	832	64.4	POLICE
125	MGM0565M	19 DODGE CHARGER	21722	21964	242	25.7	POLICE
126	MG6203M	2022 FORD EXPLORER	15407	16311	904	78.5	POLICE
127	MG6204M	2022 FORD EXPLORER	18161	19154	993	56.1	POLICE
128	MG1547L	DUI 2018 FORD	41964	42613	649	71.8	POLICE
129	MG0193C	06 GMC BUCKET TRUCK	44973	45180	207	49.6	PW
130	MG8286L	13 FORD HEAVY DUMP	36972	36972	0	0	PW
131	MG8464D	2008 FORD DUMP	N/A	N/A	N/A	N/A	PW
132	MG5687B	05 FORD F250	92214	92516	302	52.1	PW
133	MG1571J	16 FORD F550	50233	50572	339	58.2	PW
134	MG1144J	95 FORD DUMP TRUCK	67463	67463	0	0	PW
135	MG4971J	16 FORD 350 CHASIS	46142	46742	600	74.5	PW
136	MG5036G	12 FORD T-TAG DUMP	62143	62475	332	60.8	PW
137	(PA)	MOWER/EQUIPMENT	1019	1019	N/A	45.7	PW
138	EQUIPMENT	FUEL TANK ON F250	1	1	N/A	5.8	PW
139	CAT-Model 242D	Skid Steer	9270	9726	N/A	84.8	PW
140	MG1751M	19 CHEVY TRAX	38258	38980	722	32.2	PW
141	MG-0923M	STREET SWEEPER	16654	17209	555	356.3	PW
142	MG-8146L	2019 F750 DUMP TRUCK	10707	10707	0	0	PW
143	MG-1152M	07 FORD RANGER	86185	86202	17	8.2	PW
144	3245	2019 CAT BACKHOE	2678	2698	20	34.4	PW
145	EV-73928	Ford F150	945	945	N/A	0	FIRE
146	BIG LOADER1147	97 CATERPILLAR LOADER	5684	5684	0	0	PW
147	EQUIP-6032	MCCORMICK TRACTOR	5429	5429	0	0	PW
148	EQUIP-1468	BEAST 3680 GRINDER	1976	1996	20	49.6	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	25182	25322	140	49.6	RC
152	(PA)	TROM SCREENER	1	1	N/A	10.4	RC
153	MG46870	07 INTL CURBSIDE	43163	43228	65	43.5	RC
154	84577MG	18 INTL 4300 4X2	19107	19361	254	93.2	RC
155	7890	ISUZU WHITE 16' VAN	16547	16973	426	69.3	RC
156	MG9701L	2000 ODB Trailer	2510	2510	N/A	0	RC
157	MG0440F	11 INTL Flat Bed	15627	16169	542	77.4	RC
158	MG2743N	2022 F250	3663	3663	0	0	RC
159	MG-2744N	2022 FORD F550	8035	8035	0	0	PW
160	ATV-0701	2017 John Deere Gator	2059	2059	N/A	0	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.

March 2024

Public Works Trucks		
<u>DEPARTMENT</u>	<u>GASOLINE (2)</u>	<u>DIESEL (1)</u>
Codes	36.70	
Fire Dept.		42.60
Police	905.30	49.60
DPW	370.80	442.20
Recycling	79.70	313.30
Airport		
Ambulance		
TOTAL (Gallons)	1392.50	847.70



Town of Bloomsburg

1E-1

Case Report

10/01/2019 - 03/31/2024

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

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
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
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
220089	Kyle Bauman	MALIA SHANE P	Citation Issued	Interior conditions (Units	208 W FIRST ST	4/11/2022

1E-2

				3-6 condemned)		
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: 16

Group: NOV Issued

240096	Michael Reffeor	DERR HARRY A	NOV Issued	Glass on sidewalk	197 E ELEVENTH ST	3/20/2024
240094	Michael Reffeor	KLINGER JOHN E	NOV Issued	Garbage and rubbish on porch and beside house	155157 RAILROAD ST	3/20/2024
240093	Michael Reffeor	TEK MANAGEMENT SERVICES LLC	NOV Issued	Dog feces - rubbish	522 EAST ST	3/20/2024
240087	Gregory Ash	KRATZER JARRAD A	NOV Issued	Debris	252 E EIGHTH ST	3/14/2024
240084	Michael Reffeor	206 212 GLENN AVENUE LLC	NOV Issued	No UCC permit	206212 GLEN AVE	3/8/2024
240083	Gregory Ash	CRAWFORD AMANDA B	NOV Issued	Sanitary Conditions	311319 W FIFTH ST	3/8/2024
240067	Kyle Bauman	KLINGER JOHN E	NOV Issued	Delapidated Accessory Structure	228 JAMES AVE	2/27/2024

1E-3

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, possiblehoarding	249 RAILROAD ST	1/8/2024
230328	Gregory Ash	MVRN TEN LLC	NOV Issued	Broken Window	53 W MAIN ST	12/6/2023
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
230065	Kyle Bauman	TD CAPITAL MANAGEMENT	NOV Issued	Exterior Conditions (Pending Adjudication)	131 COLUMBIA AVE	3/22/2023
230062	Kyle Bauman	LEININGER L ROBERT	NOV Issued	Condemnation - Closing of Vacant Building	222224 W EIGHTH ST	3/16/2023
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
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

1E-4

1E-5

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: 43

Group: Open

240097	Kyle Bauman	JAG HOUSING LLC	Open	Sidewalk concern	3537 E MAIN ST	3/22/2024
240068	Kyle Bauman	HEYDENREICH JOHN F	Open	Delipidated Accessory Structure	240 JAMES AVE	2/27/2024
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
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

1E-6

Group Total: 11

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

4/5/2024



Town of Bloomsburg

Permit Report

IF-1

03/01/2024 - 03/31/2024

Permit #	Permit Date	Permit Type	Project Description	Project Cost	Parcel #	Parcel Address	Owner Name	Owner Address
2024046	3/22/2024	Zoning	Install fence in rear yard	3,890	05E12 02301000	733 E FIFTH ST	MCLAUGHLIN MARYANN	733 EAST FIFTH STREET
2024044	3/20/2024	HARB	HARB approval needed for: Columbia County Historical and Genealogical Society: Install front exterior overhead sign, install side (Market St) over head sign	12,221	05W05 02300000	50 W MAIN ST	COLUMBIA COUNTY HISTORICAL & GENEOLOGICAL SOCIETY	PO BOX 360
2024039	3/19/2024	Demolition	Demo single family dwelling	0	05E07 03000000	405 MILLVILLE RD	ALL ACCESS MONTOUR LLC	93 CEDAR RD
2024038	3/19/2024	Building	Columbia County Historical and Genealogical Society: Install front exterior overhead sign, install side (Market St) over head sign	12,221	05W05 02300000	50 W MAIN ST	COLUMBIA COUNTY HISTORICAL & GENEOLOGICAL SOCIETY	PO BOX 360
2024037	3/22/2024	Zoning	Alteration of front steps	500	05W04 30600000	345 W FOURTH ST	KING CHERYL A	1221 BEACH AVE
2024035	3/12/2024	Building	106 E Main St - Innotek Computer Consulting:	4,850	05E04 01700000	102108 MAIN & IRON ST	BROOKSIDE ARCES INVESTMENTS LLC	PO BOX 903

			exterior wall mounted sign					
2024034	3/14/2024	Zoning	Installation of 4' high fence	4,240	05W03 05800000	426428 MARKET ST	JAMES DAVID C	428 MARKET STREET
2024033	3/27/2024	Building	First floor - add door and convert pantry closet to laundry. 2nd floor install new kitchen and door	20,000	05E06 00301000	114122 IRONDALE RD	IRONDALE ROAD LUXURY HOUSING LLC C/O JOHN P & THOMAS L JANKOWSKI	1200 MAIN ST
2024032	3/12/2024	Building	Install metal roof on all 4 buildings on the parcel, each containing 4 units structures	38,000	05E05 27900000	206212 GLEN AVE	206 212 GLENN AVENUE LLC	88 HILDAY CHURCH RD
2024031	3/13/2024	Building	Installation of 36 roof mount solar panels - 14.58kW system	28,113	05W02 26100000	100 W TENTH ST	HENDRICKS GEORGE JR LORI L ROMIG	100 W TENTH ST
2024030	3/21/2024	Zoning	White Knights Game Room and Knights Unlimited: Change of use from insurance office to retail store, signs.	0	05W05 05500000	211 W MAIN ST	TILLSON MARK K & SANDRA K	619 BROAD STREET
2024027	3/8/2024	Building	1103 Old Berwick Road, rear building. New metal standing seam roof	5,950	05E13 09700000	1103 - 1117 Old Berwick Road	MARIANO MARTIN P & BEVERLY A	1167 RIDGE ROAD
2024024	3/13/2024	Building	Fire damage repair: exterior wall, interior wall.	5,790	05W04 17000000	249 RAILROAD ST	SEABRIDGE THERESA M	249 RAILROAD STREET

			electrical panel replacement, porch repair					
2024022	3/4/2024	Building	Basement remodel and new metal roof	56,000	05W02 19300000	135 W TWELFTH ST	IREY JAMES M	1304 WALNUT ST
2024017	3/8/2024	Zoning	20 x 24 ft carport to replace one reportedly damaged	24,250	05E03 29500000	430 CHESTNUT AVE	BRUNO SANDRA L	430 CHESTNUT AVE
2023213	3/21/2024	Zoning	Zoning and parking for wheel rim painting / auto repair / maintenance / service	100,000	05E06 01500000	137 MILLVILLE RD	SHANNON STEVEN R	PO BOX 803
2023205	3/13/2024	Building	Alteration of existing med room and office to make a sterile storage room for L&D	18,008	05E10 02500025	549 FAIR ST	BLOOMSBURG HOSPITAL	549 FAIR STREET

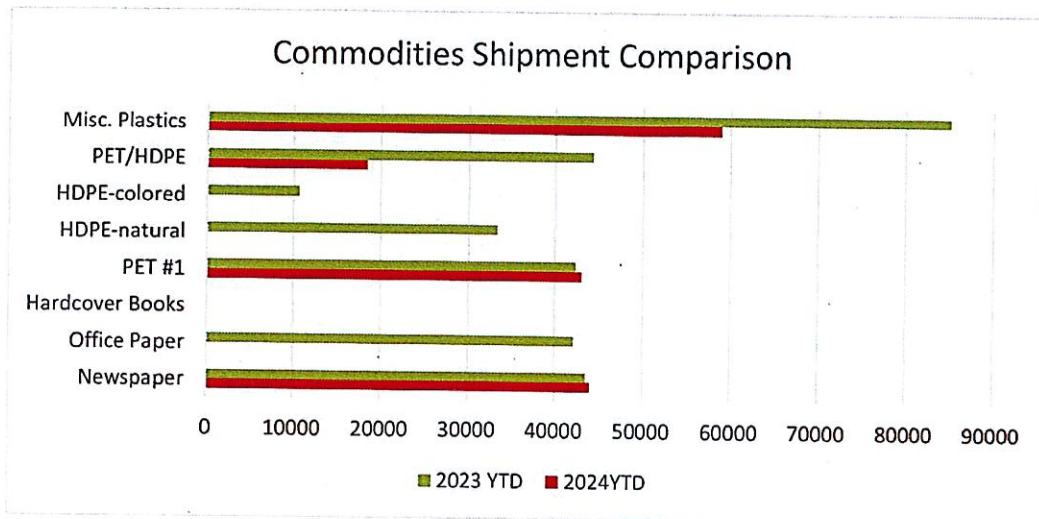
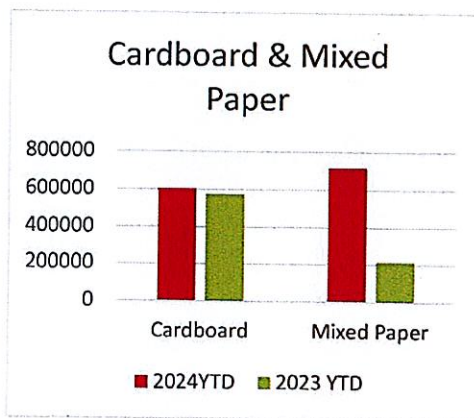
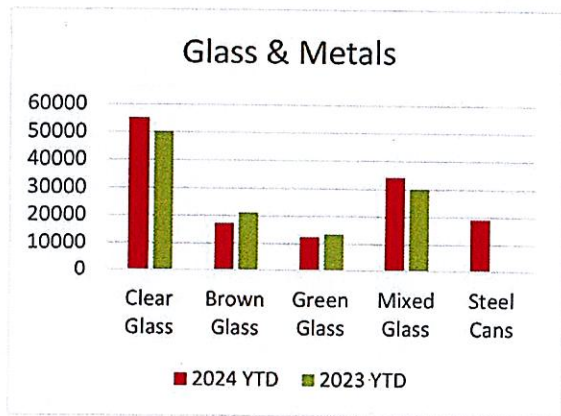
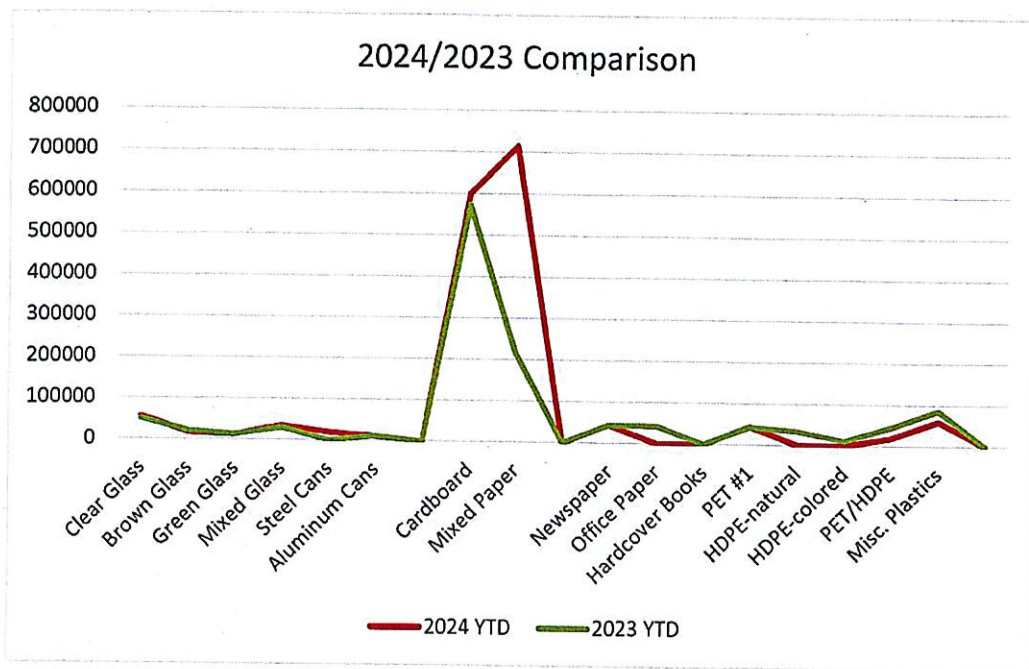
Total Records: 17

4/5/2024

**BLOOMSBURG RECYCLING CENTER
MONTHLY SUMMARIES
MARCH 2024**

I. <u>COLLECTIONS:</u>				<u>Tons</u>
	A. Bloomsburg Curbside			11.97
	B. Commercial Collections			150.62
	C. Center Drop-Off's			70.51
	D. Cluster Collections			0.27
	MONTHLY TOTAL			<u>233.37</u>
II. <u>SHIPMENTS:</u>				
		2024 YTD	2023 YTD	MAR
		<hr/>		
	Clear Glass	54885	50120	25440
	Brown Glass	17195	21230	9725
	Green Glass	12425	13605	6265
	Mixed Glass	34030	29965	0
	Steel Cans	19070	0	0
	Aluminum Cans	10355	11460	10355
		<u>2024YTD</u>	<u>2023 YTD</u>	
	Cardboard	601165	574210	171290
	Mixed Paper	713535	214955	126190
		<u>2024YTD</u>	<u>2023 YTD</u>	
	Newspaper	44025	43525	0
	Office Paper	0	42115	0
	Hardcover Books	0	0	0
	PET #1	43010	42325	43010
	HDPE-natural	0	33310	0
	HDPE-colored	0	10595	0
	PET/HDPE	18315	44250	0
	Misc. Plastics	58930	85070	15000
	TOTAL POUNDS	1626940	1260605	407275
	TOTAL TONNAGE	<u>813.47</u>	<u>630.30</u>	<u>203.64</u>

BLOOMSBURG RECYCLING CENTER MONTHLY SUMMARIES MARCH 2024



Airport Monthly Summary
MARCH 2024

		Inches	Gallons	Clock Gauge	Stick Gauge
A	Beginning 1 Mar	73	4090.4	X	
	Ending March	48.25	2523.4	X	
B	Local Fuel Sold	878.20			
	Transient Fuel Sold	687.30			
	Total Gallons Sold	1,565.50	Matches March invoicing		
C.	Courtesy Car	Inn At Turkey Hill			
	Courtesy Car	Inn At Turkey Hill			
	Courtesy Car	Inn At Turkey Hill			
	Gallons Fuel Purchased	291.1			
			Operations		
D	March Flight Activity	Logged, not related to fuel		52	
	Many are night ops	Military	Helicopters	10	
		Helicopters	Training	20	
		Training		1,040	
		Training		140	
		From Fuel Log		216	
			Sub total	1478	
E	Anticipated # of operations missed in 1 month			100	
			Subtotal	1578	
F	Columbia Aircraft Services			20	
	There are likely more for CAS in this category			30	
			TOTAL	1628	Operations
G	Conference Rm:				
H.		Ken Miley 1 March	Ck 125	50	
I					
J					
K					

b/t

Emergency Medical Services Monthly Report

For the Month of

March
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

Monthly Analytics

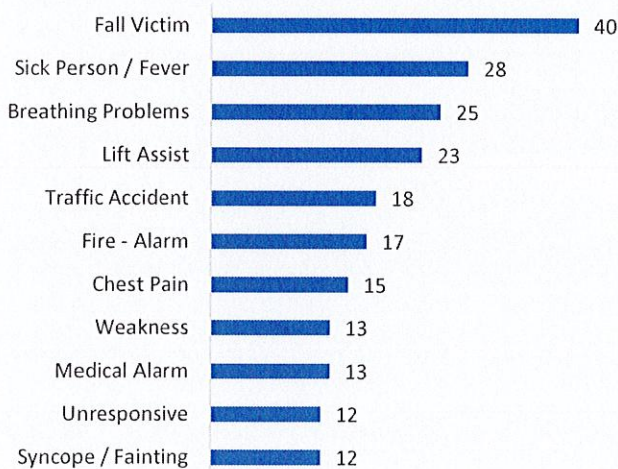
The overall number of EMS calls dispatched by the East Central Emergency Network 911 Center for this reporting period.

	<u>n</u>	<u>Bloomsburg</u>	
Bloomsburg Vol Amb Association (BLS)	316	135	42.7%
Greater Columbia Med Transport (ALS)	<u>227</u>	<u>104</u>	<u>45.8%</u>
	543	239	44.0%

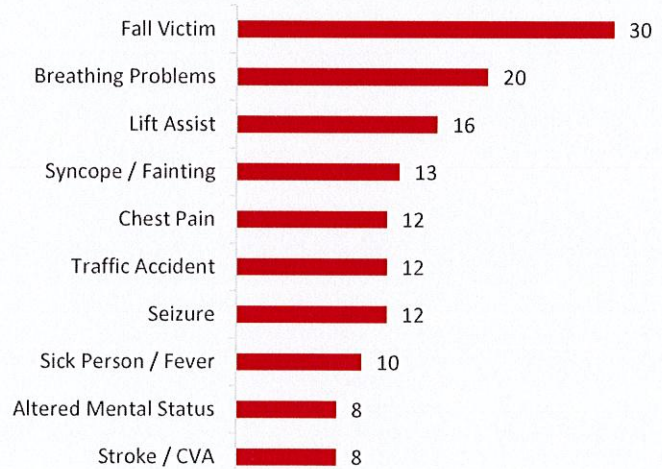
The number one monthly complaint reported to the East Central Emergency Network 911 Center by the public who requesting our agencies to respond emergent throughout Columbia and the surrounding counties to provide emergency medical care during this reporting month.

	<u>n</u>
Bloomsburg Vol Amb Association (BLS)	<i>Fall Victim</i> 50
Greater Columbia Med Transport (ALS)	<i>Breathing Problems</i> 34

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>Primary</u>	<u>Mutual Aid</u>	
Bloomsburg Vol Amb Association (BLS)	278	38	14%
Greater Columbia Med Transport (ALS)	<u>197</u>	<u>30</u>	<u>15%</u>
	475	68	

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

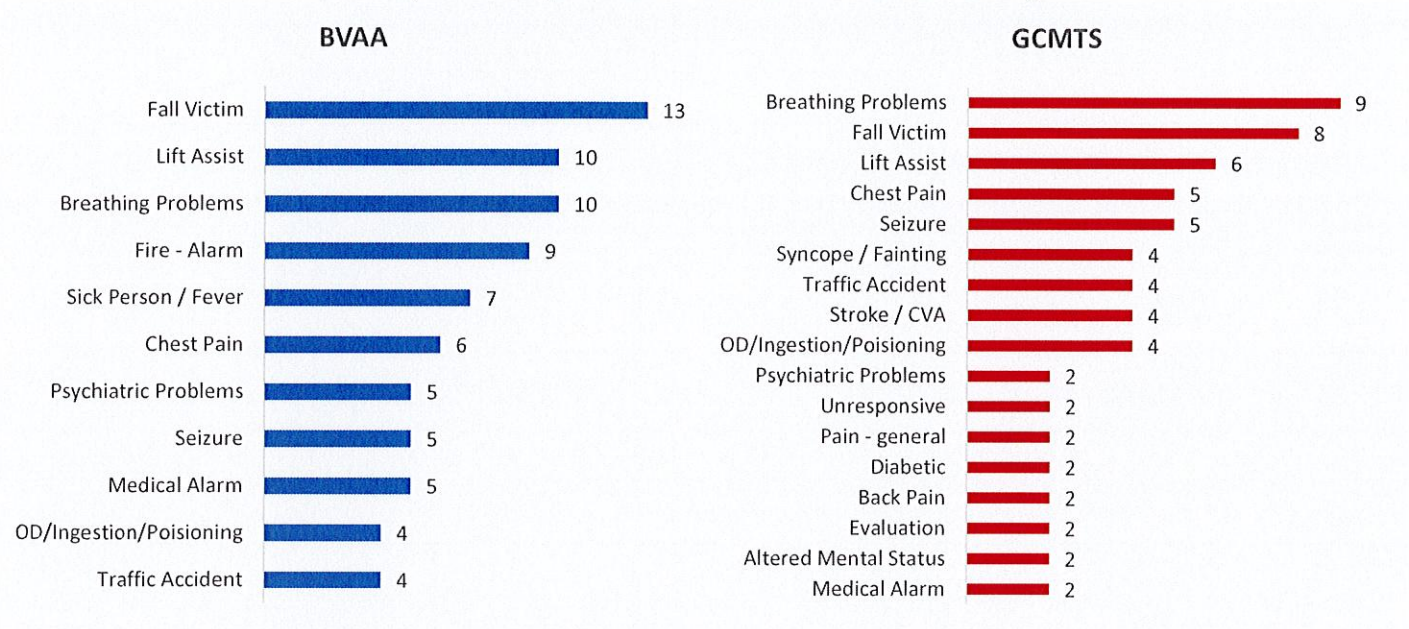
	<u>n</u>	<u>Bloomsburg</u>	<u>Other MCD</u>
Bloomsburg Vol Amb Association (BLS)	241.4	84.1	157.4
Greater Columbia Med Transport (ALS)	<u>200.7</u>	<u>66.2</u>	<u>134.5</u>
	442.2	150.3	291.9

Analytics for the Town of Bloomsburg

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

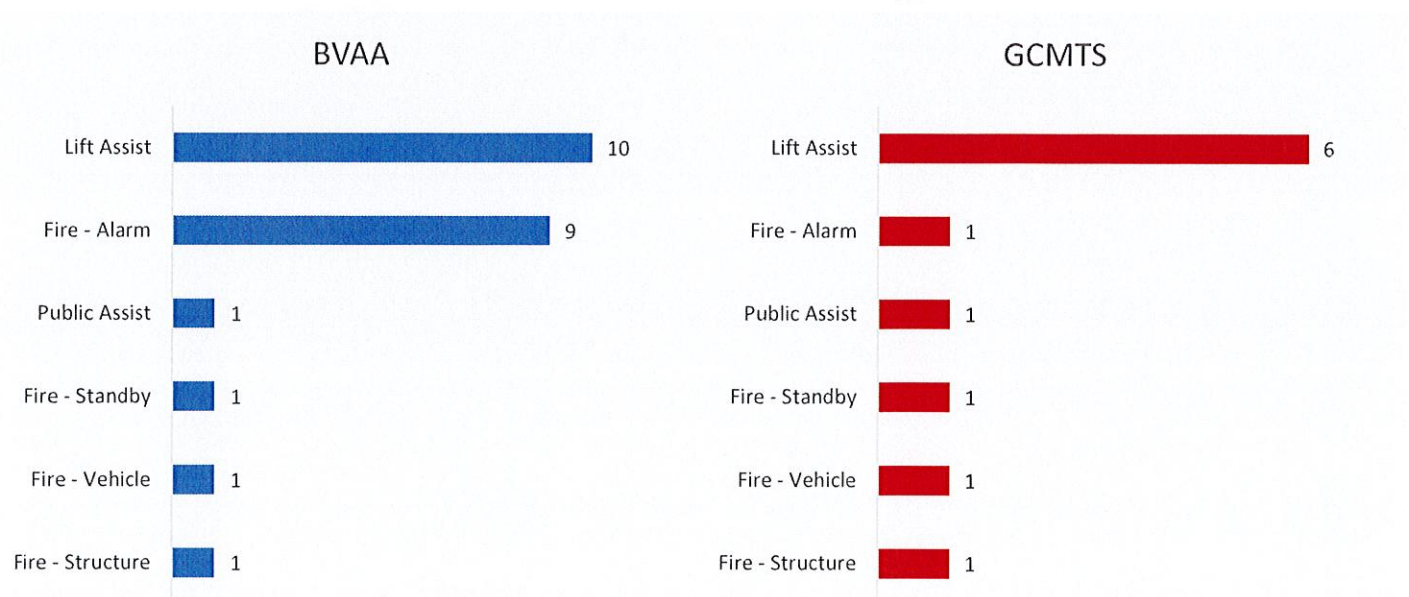
Bloomsburg Vol Amb Association (BLS)	<i>Fall Victim</i>	<u>n</u> 21
Greater Columbia Med Transport (ALS)	<i>Breathing Problems</i>	12

Top 10 Complaints in the Town of Bloomsburg



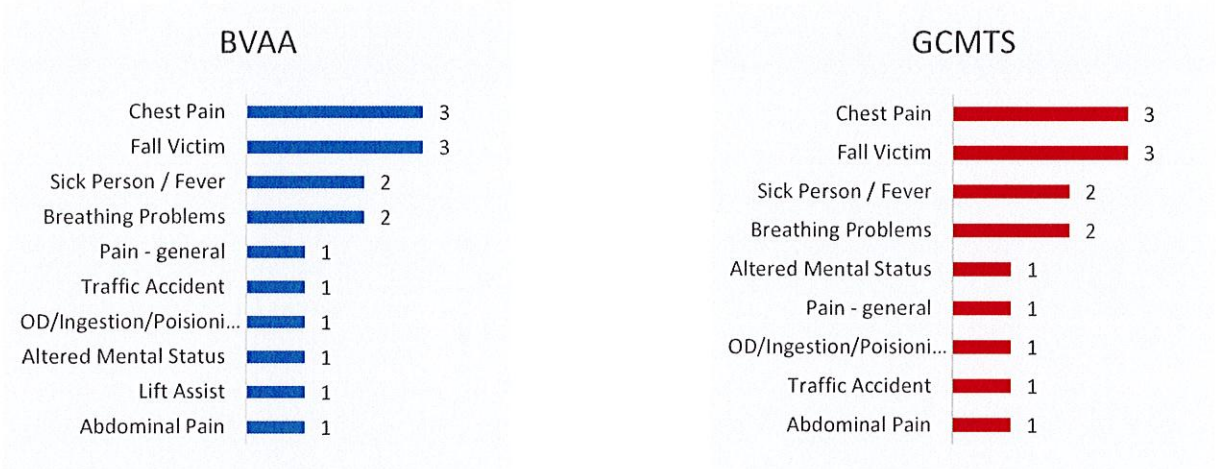
The number of community service calls dispatched in the Town of Bloomsburg.

Bloomsburg Vol Amb Association (BLS)	<u>Bloomsburg</u> 20
Greater Columbia Med Transport (ALS)	<u>12</u> 32



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)	<u>n</u>
Greater Columbia Med Transport (ALS)	14
	<u>13</u>
	27

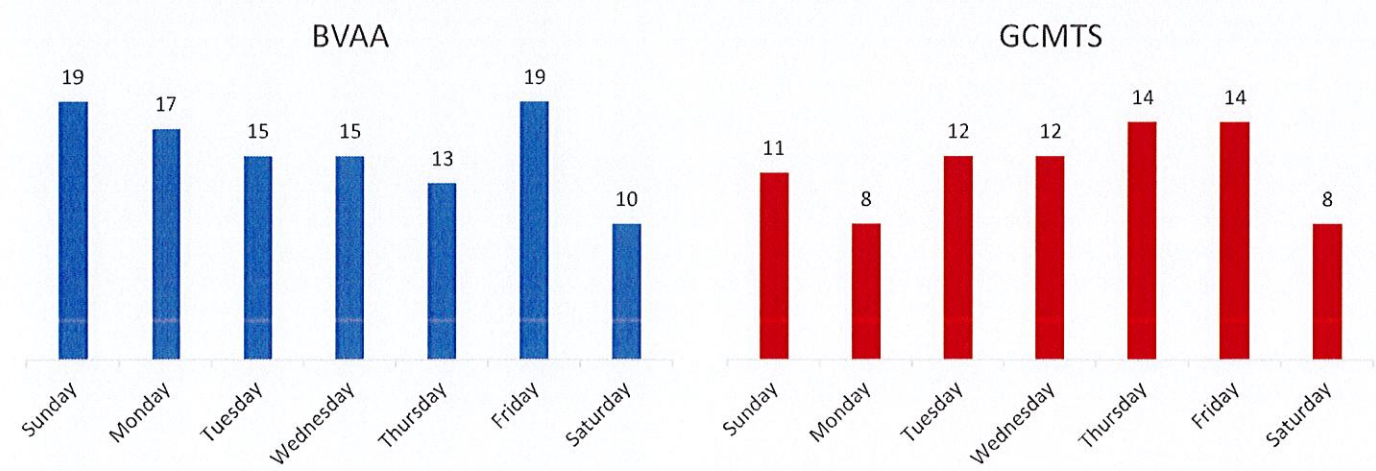


The number of patients transported from the Town of Bloomsburg requiring further care and management.

Bloomsburg Vol Amb Association (BLS)	<u>n</u>
Greater Columbia Med Transport (ALS)	71
	<u>27</u>
	98



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



11-5

	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	316	227																			919	671
Primary Area	278	193	261	204	278	197																			817	594
Secondary Area (MA)	38	29	26	18	38	30																			102	77
Destination																										
GBH	98	37	86	40	114	31																			298	108
GMC	81	47	73	47	77	44																			231	138
GWV																									0	0
GSACH																									0	0
LVH-N																									0	0
LZ																									0	0
UPMC																										
Other	1	1	0	1	1	0																			2	2
Coroner																									0	0
Total	180	85	159	88	192	75																			531	248
Hours on the Job	267.0	221.9	250.7	193.5	241.4	200.7																			759.1	616.1
Busiest Weekday	TUE	SUN	THR	SUN	SAT	SUN																				
Top Monthly Complaint	35	24	41	28	50	34																			126	86
Town of Bloomsburg																										
EMS Calls	105	74	120	98	135	140																			360	312
Medical	80	57	90	77	101	79																				
Community Service	19	11	16	9	20	12																				
Missed	6	6	14	12	14	13																				
Destination																										
GBH	38	13	44	19	48	16																				
GMC	16	10	19	17	23	11																				
Coroner																										
Other	0	0	0	1	0	0																				
Total	54	23	63	37	71	27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	188	87
Hours on the Job	67.5	71.7	73.0	61.2	84.1	66.2																				
Busiest Weekday	SAT	SUN	SUN	SUN	SAT	SUN																				
Top Monthly Complaint	17	9	14	15	21	12																				

OVERALL EMS CALLS of BVAA & GCMTS



23

Columbia Montour Chamber of Commerce
 160 W. 6th Street, Suite 103
 Bloomsburg, PA 17815
 Tel (570) 784-2522
 E-Mail chamber@columbiamontourchamber.com



INVOICE 6987 PO NUMBER	4/5/2024
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BILL TO	MESSAGE
Town of Bloomsburg	
Lisa Dooley	
301 East Second Street	
Bloomsburg, PA 17815	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Business After Hours hosting	225.00	225.00
	SUBTOTAL		225.00
	SALES TAX		0.00
	SHIPPING & HANDLING		0.00
	TOTAL		225.00
	PAYMENT/CREDIT/WRITE OFF/DISCOUNTS APPLIED		(0.00)
	TOTAL DUE BY 4/5/2024		225.00

Thank you for your business!

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL OPEN INVOICE
685.00	0.00	0.00	0.00	685.00

[Submit payment online here](#)

PROJECT APPROACH

LIVIC Civil is proud to have supported the Town of Bloomsburg in securing funding for modernization of the boat launch at the confluence of Fishing Creek and the Susquehanna River. Funding will be provided from PAFBC and DCNR. Both agencies have significant reporting requirements and closeout procedures. Design will include a formalized access for the launch of watercraft to accommodate the highest level of users. Parking facilities will be provided for vehicles and trailers. ADA accommodations will be provided at the parking facilities and boat access.

Additionally, we'll consider options to provide a loop that allows overflow parking in the Streeter Field lots to circle back to the launch to load boats and kayaks. We'll also provide signage and pavement markings to simplify route finding and to improve public safety where vehicles and pedestrians interact.

The project will include significant regulatory permitting for access to the waterway, disturbance in the floodway, and construction of parking in the floodplain. It is our intent to cover this work within an existing open Joint Permit Application from the BART.

We have included time for one Planning Commission, two Public Works Committee Meetings and one Council Meeting to review the design. When design is complete and all permits are obtained, LIVIC will estimate the cost of construction, prepare technical specifications, and manage the bidding and construction process.

BUDGET

A: Site Design and Engineering Services		Fee
1.	MAPPING/SURVEY	\$4,000
2.	PRELIMINARY DESIGN/CH105/106 PERMITTING	\$7,500
3.	ES/SWM	\$2,500
4.	FINAL ENGINEERING & CONSTRUCTION PLANS	\$8,000
5.	PM/MEETINGS/GRANT COMPLIANCE	\$7,500
B: Construction Phase Services		Fee
1.	TECHNICAL SPECIFICATIONS/BIDDING	\$4,500
2.	CONSTRUCTION ADMINISTRATION	\$6,000
3.	TOWN PERMITTING/COMPLIANCE	\$2,000
TOTAL A + B		\$42,000

PERMITS, TASKS & APPROVAL SUMMARY

Upon review of the regulatory requirements and site visit, the following design/permits are anticipated.

Permits/Approvals (Anticipated)

USCOE/PADEP Joint Permit
PADEP General Permit -2
Town Floodplain Permit
Building & Zoning Permits
Preliminary/Final Land Development
E&S Permit

Permits/Approvals (May Be Required)

L&I Waiver of ADA Requirements

Key Design and Permitting Elements

Site Design/ADA Compliant Grading
Topographic Survey

Permits/Approvals (Not Anticipated)

NPDES (General)
PHMC Clearance
Phase I ESA
Lot Consolidation
Zoning Variances

SCOPE OF SERVICES

The following Scope of Services outlines the design and coordination items required for this project.

SITE DESIGN AND ENGINEERING SERVICES

A.1 MAPPING/SITE SURVEY

Surveyors will conduct a field topographic survey of the area. Items to be located adjacent buildings, the roadway, the new walking path, topographic features, the connecting trail between the Streeter Field parking lot and Fort McClure Blvd and visible evidence of underground utilities.

A base map will be prepared depicting all data located during the field survey.

A.2 PRELIMINARY DESIGN/CHAPTER 105&106 PERMITTING

Ordinance Review/Code Research

LIVIC Civil will complete preliminary grading of the site and coordinate approval of the boat launch and floodplain permitting. It is assumed a USCOE/PADEP Joint Permit will be required (we have assumed archeology and PHMC approval is not required).

A new PNDI search will be completed to include the connection to the Streeter Field parking lot. It's assumed that there will be no conflicts since the previous PNDI search was clear. Coordination to clear hits related to species such as but not limited to Bald Eagles is not included.

A.3 ES/SWM

ES/NPDES

LIVIC will prepare E&S design in accordance with the GP and JP applications. Separate E&S applications will not be required. NPDES will not be required as the area will be entirely covered by Chapter 106.

SWM

Conveyance design and peak rate mitigation will be completed.

A.4 FINAL ENGINEERING & CONSTRUCTION PLANS

Final Engineering

LIVIC will incorporate comments from the permit submissions and finalize: site layout, parking, turning movements, grading, ADA access/details, hydraulic designs of boat launch, profiles, stormwater profiles, etc

Construction Plans

Construction plans will be prepared and anticipated to include: Cover, Existing Plan, Site Plan, Grading/Stm Water, Profile Sheet (drive and pipe), and details.

A.5 PM/MEETINGS/GRANT COORDINATION

Review PAFC and DCNR grant requirements, complete all required kickoff meetings, status updates, financial reports, and project closeout requirements.

LIVIC Civil will attend one Planning Commission Meeting, two Public Works Committee Meetings and one Council Meeting to review the design.

CONSTRUCTION PHASE SERVICES

B.1 CONTRACT SPECS/BIDDING

Following approval of Land Development plans, engineers will revise the plans sets to be construction quality plans. Technical specifications will be developed for all items of work. A project manual (contract documents) will be prepared and provided to your solicitor for review prior to bidding.

LIVIC will attend the pre-bid meeting to identify areas of contractor concern. LIVIC will prepare addenda as required throughout the bidding process. Once bids are received, staff will review the bids for consistency and provide a recommendation to the Town.

B.2 CONSTRUCTION ADMINISTRATION

Shop Drawing Review

LIVIC Civil will include review of RFIs, submittals and shop drawings forwarded by the contractor as necessary.

Construction Administration Services

LIVIC Civil will attend the pre-construction meeting as required by the Columbia County Conservation District/PADEP and perform an on-site inspection of the critical stage of construction when notified by the contractor or owner. LIVIC anticipates coordinating with the site contractor to answer field questions promptly and directing field changes as needed for a successful and timely project. Outside of field meetings, LIVIC will attend site meetings on an as-needed basis. At the completion of construction, we will conduct a final walk through to prepare a punchlist.

B.3 TOWN PERMITTING/COMPLIANCE

UCC Permit

LIVIC will complete UCC permitting and coordinate ADA requirements with BIA.

TOB Floodplain Permit

LIVIC Civil will complete the floodplain permitting required by the Town, including completing and submitting complete elevation certificates.

ADDITIONAL CONTRACT DETAILS

REIMBURSABLE EXPENSES

Expenses

Postage, mileage, full size submission prints and permit/application fees are considered reimbursable expenses.

Reimbursable Permit Fees/Project Expenses Estimated

❖ PADEP/USCOE Joint Permit	TBD
❖ E&S Application Fee	TBD
❖ Floodplain Permit	TBD
❖ Building Permit	TBD

ASSUMPTIONS/EXCLUSIONS

The following items are assumptions/exclusions that pertain to this proposal:

- ❖ No fees are included for design of utility relocations.
- ❖ Construction estimates provided by LIVIC Civil will be opinions based on experience and may not be an accurate reflection of current market conditions and pricing. Contractor pricing is recommended.
- ❖ Wetland mitigation design and permitting are not included or anticipated for this project.
- ❖ It is assumed that we will be able to discharge our stormwater to a point or location that does not require an easement or right-of-way and that we do not need to increase capacity to any off-site facility. No off-site improvements are included within our scope of work.
- ❖ It is assumed the site can be designed to meet L&I requirements and zoning variance is not required.
- ❖ It is assumed Land Development approval will not be required.
- ❖ Construction stakeout is to be provided by the contractor.
- ❖ No time has been included for a Submerged Land License Agreement (SLAA)

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Bloomsburg** (Owner) and **LIVIC Civil, LLC** (Engineer).

This Agreement's Effective Date is: **March 20, 2024.**

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

Boat Launch Project (Project).

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

Survey, Design, Permitting, Bidding, Construction Phase Services

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within as outlined in the schedule included in the scope of services. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 4 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2. If collection efforts are exercised by Engineer, all costs associated with these efforts will be incurred by Owner.

D. Basis of Payment

1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$42,000.00**.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: **permit fees, mileage, prints, plans, postage, etc.**
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- E. Additional Services: For Additional Services, Owner and Engineer shall agree upon value and scope of work to be completed. Services completed on a time and expense basis will be billed according to the Engineers Standard Rate Schedule for the year in which the work was performed. Rate schedule may be provided upon request and may be updated each calendar year. Additional expenses and/or permit fees to be invoiced as a pass-through fee to the Owner.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania. For any binding dispute resolution under the agreement, venue and jurisdiction shall be in Snyder County Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Changes in Pennsylvania's One-Call law have imposed new responsibilities upon project owners "to utilize sufficient quality levels of subsurface utility engineering or other similar techniques whenever practicable to properly determine the existence and positions of underground facilities when designing known complex projects having an estimated cost of four hundred thousand dollars (\$400,000) or more." In addition, Engineer sometimes makes recommendations to owners that subsurface utility engineering is necessary based upon job conditions, regardless of project cost.

The American Society of Civil Engineers standard which is referenced in the One-Call Law, sets forth four (4) quality levels designated as A (highest), B, C and D (lowest). Engineer typically provides services at level C. This includes requesting line and utility information from the PA One Call System, locating marked utilities and visible above ground utility features, and identifying approximate locations of utility lines on the plans using its professional judgment in correlating the information obtained from the field survey, existing records, oral statements, information from PA One Call System. Based upon job conditions, Engineer may recommend levels A or B. Engineer does not provide services at level A or B, but has the ability to coordinate a subconsultant that does provide this level. If Engineer recommends level A or B and if the Owner agrees with this recommendation, Engineer will enter into a subconsultant agreement to have this work performed at an additional cost to the Owner.



7.01 Definitions

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

8.01 Successors, Assigns, and Beneficiaries

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

9.01 Total Agreement

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

Attachments:

- 1. Scope of Services Proposal Dated 03/20/2024

Owner:

By: _____

Print name: Town of Bloomsburg

Title: Owner

Date Signed: _____

Engineer:

LIVIC CIVIL, LLC

By: _____

Print name: Andrew D. Keister

Title: Director

Date Signed: 03.20.2024

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

State of: _____

Pennsylvania

Address for Owner's receipt of notices:

301 East Second Street

Bloomsburg, PA 17815

Address for Engineer's receipt of notices:

635 N. Loyalsock Avenue, 2nd Floor

Montoursville, PA 17754

New Client Project Kickoff Information

(Please complete the following to assist us in proper invoicing & permit applications)

Project Name: _____

Project Site Physical Address: _____

Company Name: _____

Client Contact: _____

Client Mailing Address: _____

Client Billing Address: _____
(if Different)

Invoicing Contact Name: _____

Invoicing Contact Phone: _____

Invoicing Contact Email Address: _____

PO Number or Other Reference: _____

Special Instructions for Invoicing: _____

Invoice Delivery (Email or Mail): _____

3B-1



201 Furnace Road
Lewisburg, PA 17837
phone: (570) 524-4491
fax: (570) 524-9190

INVOICE

COSTARS ITQ 4400007410
COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

HUD Contract No: B-22-MC-42-0026

March 13, 2024

For services rendered in the administration of Town of Bloomsburg's FFY 2022 HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 6/13/2022.

Admin

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
51-26 SEDACOG Admin - Bloomsburg				
A 5 Year Plan	7,000.00	0.0%	0.00	0.00
b Annual Action Plan	4,000.00	100.0%	4,000.00	0.00
C CAPER	5,200.00	100.0%	2,600.00	2,600.00
D Citizen Participation	2,600.00	100.0%	1,800.00	800.00
E Policy Modifications	1,200.00	100.0%	900.00	300.00
F Fair Housing	5,800.00	69.0%	3,000.00	1,000.00
G Activities Evaluation	4,800.00	100.0%	4,800.00	0.00
H Grant Management	2,600.00	100.0%	2,600.00	0.00
I Compliance Review	2,400.00	100.0%	1,950.00	450.00
J Technical Assistance	4,904.00	100.0%	4,904.00	0.00
K Advice & Assistance	1,960.00	100.0%	1,960.00	0.00
L Activity Management	2,600.00	100.0%	2,600.00	0.00

Admin Total: 5,150.00

Total Amount Due: 5,150.00

TJL Tull
Approved

3B-2



201 Furnace Road
 Lewisburg, PA 17837
 phone: (570) 524-4491
 fax: (570) 524-9190

INVOICE

COSTARS ITQ 4400007410
 COSTARS CONTRACT 4400014141

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C CAPER	5,200.00	100.0%	2,600.00	2,600.00
D Citizen Participation	2,600.00	100.0%	1,800.00	800.00
E Policy Modifications	1,200.00	100.0%	900.00	300.00
F Fair Housing	5,800.00	69.0%	3,000.00	1,000.00
G Activities Evaluation	4,800.00	100.0%	4,800.00	0.00
H Grant Management	2,600.00	100.0%	2,600.00	0.00
I Compliance Review	2,400.00	100.0%	1,950.00	450.00
J Technical Assistance	4,904.00	100.0%	4,904.00	0.00
K Advice & Assistance	1,960.00	100.0%	1,960.00	0.00
L Activity Management	2,600.00	100.0%	2,600.00	0.00

Admin Total: 5,150.00

Total Amount Due: 5,150.00

Approved

PLEASE RETURN THIS COPY WITH REMITTANCE

3C-1



201 Furnace Road
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INVOICE

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COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

HUD Contract No: B-23-MC-42-0026

March 13, 2024

For services rendered in the administration of Town of Bloomsburg's FFY 2023 HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 6/29/2023.

Admin

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
57-26 SEDACOG Admin - Bloomsburg				
a 5 Year Plan	6,803.00	0.0%	0.00	0.00
b Annual Action Plan	3,803.00	100.0%	0.00	3,803.00
c CAPER	5,003.00	0.0%	0.00	0.00
d Citizen Participation	2,804.00	50.1%	0.00	1,404.00
e Policy Modifications	1,404.00	53.4%	0.00	750.00
f Fair Housing	5,603.00	0.0%	0.00	0.00
G Activities Evaluation	804.00	100.0%	0.00	804.00
H Grant Management	1,554.00	35.6%	0.00	554.00
I Compliance Review	2,354.00	0.0%	0.00	0.00
j Technical Assistance	1,554.00	48.3%	0.00	750.00
k Advice & Assistance	1,554.00	48.3%	0.00	750.00
l Activity Management	1,304.00	100.0%	0.00	1,304.00

Admin Total: 10,119.00

Delivery

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
54-26 East Pine Street Parking Lot				
5a Delivery-ER	1,333.33	0.0%	0.00	0.00
5b Delivery-DBRA	3,100.00	0.0%	0.00	0.00
55-26 Pine Street Parking Lot				
5a Delivery-ER	1,333.33	0.0%	0.00	0.00
5b Delivery-DBRA	3,900.00	0.0%	0.00	0.00
56-26 West Pine Street Parking Lot				
5a Delivery-ER	1,333.34	0.0%	0.00	0.00
5b Delivery-DBRA	3,900.00	0.0%	0.00	0.00

Delivery Total: 0.00



201 Furnace Road
Lewisburg, PA 17837
phone: (570) 524-4491
fax: (570) 524-9190

INVOICE *3C-2*

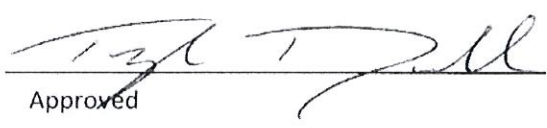
COSTARS ITQ 4400007410
COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

HUD Contract No: B-23-MC-42-0026

March 13, 2024

Total Amount Due: 10,119.00


Approved



201 Furnace Road
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303

INVOICE

COSTARS ITQ 4400007410
COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

HUD Contract No: B-23-MC-42-0026

March 13, 2024

For services rendered in the administration of Town of Bloomsburg's FFY 2023 HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 6/29/2023.

Admin

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
57-26 SEDACOG Admin - Bloomsburg				
a 5 Year Plan	6,803.00	0.0%	0.00	0.00
b Annual Action Plan	3,803.00	100.0%	0.00	3,803.00
c CAPER	5,003.00	0.0%	0.00	0.00
d Citizen Participation	2,804.00	50.1%	0.00	1,404.00
e Policy Modifications	1,404.00	53.4%	0.00	750.00
f Fair Housing	5,603.00	0.0%	0.00	0.00
G Activities Evaluation	804.00	100.0%	0.00	804.00
H Grant Management	1,554.00	35.6%	0.00	554.00
I Compliance Review	2,354.00	0.0%	0.00	0.00
j Technical Assistance	1,554.00	48.3%	0.00	750.00
k Advice & Assistance	1,554.00	48.3%	0.00	750.00
l Activity Management	1,304.00	100.0%	0.00	1,304.00
Admin Total:				10,119.00

Delivery

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
54-26 East Pine Street Parking Lot				
5a Delivery-ER	1,333.33	0.0%	0.00	0.00
5b Delivery-DBRA	3,100.00	0.0%	0.00	0.00
55-26 Pine Street Parking Lot				
5a Delivery-ER	1,333.33	0.0%	0.00	0.00
5b Delivery-DBRA	3,900.00	0.0%	0.00	0.00
56-26 West Pine Street Parking Lot				
5a Delivery-ER	1,333.34	0.0%	0.00	0.00
5b Delivery-DBRA	3,900.00	0.0%	0.00	0.00
Delivery Total:				0.00



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3C-4
INVOICE

COSTARS ITQ 4400007410
COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

HUD Contract No: B-23-MC-42-0026

March 13, 2024

Total Amount Due: 10,119.00

Approved

PLEASE RETURN THIS COPY WITH REMITTANCE

30-1



201 Furnace Road
Lewisburg, PA 17837
phone: (570) 524-4491
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INVOICE

COSTARS ITQ 4400007410
COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

HUD Contract No: B-20-MW-42-0026

March 13, 2024

For services rendered in the administration of Town of Bloomsburg's FFY 2019-CV HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 12/14/2020.

Admin

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
33-26 SEDACOG Admin - Bloomsburg				
B Annual Action Plan	3,300.00	100.0%	3,300.00	0.00
D Citizen Participation	4,800.00	100.0%	4,800.00	0.00
E Policy Modifications	500.00	100.0%	500.00	0.00
G Activities Evaluation	4,000.00	100.0%	4,000.00	0.00
H Grant Management	2,000.00	100.0%	2,000.00	0.00
I Compliance Review	2,000.00	100.0%	2,000.00	0.00
J Technical Assistance	3,400.00	100.0%	3,400.00	0.00
K Advice & Assistance	2,600.00	100.0%	2,600.00	0.00
L Activity Management	2,000.00	100.0%	2,000.00	0.00
Admin Total:				0.00

Delivery

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
30-26 Airport Fuel Pump				
5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
5b Delivery-DBRA	1,340.00	100.0%	0.00	1,340.00
37-26 Park Walking Trail				
5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
5b Delivery-DBRA	2,400.00	100.0%	2,400.00	0.00
38-26 Dog Park				
5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
5b Delivery-DBRA	1,800.00	100.0%	1,800.00	0.00
Delivery Total:				1,340.00



201 Furnace Road
Lewisburg, PA 17837
phone: (570) 524-4491
fax: (570) 524-9190

INVOICE

30-2

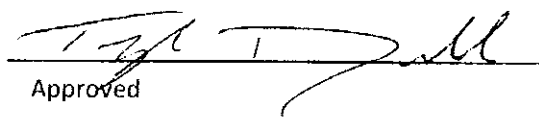
COSTARS ITQ 4400007410
COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

HUD Contract No: B-20-MW-42-0026

March 13, 2024

Total Amount Due: 1,340.00


Approved



201 Furnace Road
Lewisburg, PA 17837
phone: (570) 524-4491
fax: (570) 524-9190

30-3
INVOICE

COSTARS ITQ 4400007410
COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

HUD Contract No: B-20-MW-42-0026

March 13, 2024

For services rendered in the administration of Town of Bloomsburg's FFY 2019-CV HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 12/14/2020.

Admin

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
33-26 SEDACOG Admin - Bloomsburg				
B Annual Action Plan	3,300.00	100.0%	3,300.00	0.00
D Citizen Participation	4,800.00	100.0%	4,800.00	0.00
E Policy Modifications	500.00	100.0%	500.00	0.00
G Activities Evaluation	4,000.00	100.0%	4,000.00	0.00
H Grant Management	2,000.00	100.0%	2,000.00	0.00
I Compliance Review	2,000.00	100.0%	2,000.00	0.00
J Technical Assistance	3,400.00	100.0%	3,400.00	0.00
K Advice & Assistance	2,600.00	100.0%	2,600.00	0.00
L Activity Management	2,000.00	100.0%	2,000.00	0.00
Admin Total:				0.00

Delivery

Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
30-26 Airport Fuel Pump				
5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
5b Delivery-DBRA	1,340.00	100.0%	0.00	1,340.00
37-26 Park Walking Trail				
5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
5b Delivery-DBRA	2,400.00	100.0%	2,400.00	0.00
38-26 Dog Park				
5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
5b Delivery-DBRA	1,800.00	100.0%	1,800.00	0.00
Delivery Total:				1,340.00



201 Furnace Road
Lewisburg, PA 17837
phone: (570) 524-4491
fax: (570) 524-9190

INVOICE

30-4

COSTARS ITQ 4400007410
COSTARS CONTRACT 4400014141

Town of Bloomsburg
Town Hall
Bloomsburg, PA 17815-1870

HUD Contract No: B-20-MW-42-0026

March 13, 2024

Total Amount Due: 1,340.00

Approved

PLEASE RETURN THIS COPY WITH REMITTANCE

3E

Abbey Road Control, Inc.

DBA Traffic Control
853 Saint Johns Road
Drums PA 18222

P: (570) 788-3096
F: (570) 788-2937

Invoice

Bill To
Town of Bloomsburg 301 E. 2nd St. Bloomsburg, Pa. 17815

Date	Invoice #
10/10/2023	2023-2378

Job No.	Location:	Request for service for the days of:
Fair	Bloomsburg Fair	09/22/2023 - 09/30/2023

Qty ...	Description	Ticket #	Rate	Amount
24	(3)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. each (09/22/2023)	24853	36.45	874.80
3	(3)Personal Flagger Lighting	24853	50.00	150.00
24	(3)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. each (09/23/2023)	24859	36.45	874.80
3	(3)Personal Flagger Lighting	24859	50.00	150.00
16	(2)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. each (09/24/2023)	24862	36.45	583.20
3	(3)Personal Flagger Lighting	24862	50.00	150.00
8	(1)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. (09/24/2023)	24862	36.45	291.60
32	(4)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. each (09/25/2023)	24888	36.45	1,166.40
3	(3)Personal Flagger Lighting	24888	50.00	150.00
24	(3)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. each (09/26/2023)	24923	36.45	874.80
3	(3)Personal Flagger Lighting	24923	50.00	150.00
24	(3)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. each (09/27/2023)	24957	36.45	874.80
3	(3)Personal Flagger Lighting	24957	50.00	150.00
24	(3)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. each (09/28/2023)	25003	36.45	874.80
3	(3)Personal Flagger Lighting	25003	50.00	150.00
24	(3)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. each (09/29/2023)	25015	36.45	874.80
3	(3)Personal Flagger Lighting	25015	50.00	150.00
16	(2)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. each (09/30/2023)	25077	36.45	583.20
3	(3)Personal Flagger Lighting	25077	50.00	150.00
8	(1)Flagman Labor from 4:00 PM to 12:00 AM = 8 Hrs. (09/30/2023)	25077	36.45	291.60

Make all checks payable to Abbey Road Control Inc.
Invoices will be issued at the end of each work week. Invoices beyond terms subject to a late fee equal to 18% APR or 1.5 % per month plus any costs of collection, including reasonable attorney's fees if applicable.

Total \$9,514.80

Balance Due \$9,514.80

Serving Pennsylvania, New Jersey, New York and Delaware

Thank you for your business!

3F-1



Town of Bloomsburg - Recycling Center - Edge of Dock Repair

Town of Bloomsburg - Recycling Center

901 Patterson Dr
Bloomsburg, PA 17815
USA

Charles Fritz

cfritz@bloomsburgpa.org
5707844532

Reference: 20240308-142419512

Quote created: March 8, 2024

Quote expires: April 7, 2024

RAYNOR INC.

530 BLACKMAN STREET

WILKES BARRE, PA 18702
United States

Prepared by: Fred Grove

"Sales Representative"
fred.grove@raynorinc.com
+15706066433

Total **\$4,250.45**

PRODUCTS & SERVICES	DESCRIPTION	QUANTITY	PRICE
4'x8' DIAMOND SHEET STEEL FOR SUB-PLATE	4'x8' DIAMOND SHEET STEEL FOR SUB-PLATE	1	\$1,030.45
13X12X4 MOLDED DOCK BUMPER - 4 HOLE PATTERN	13X12X4 MOLDED DOCK BUMPER - 4 HOLE PATTERN	2	\$300.00
LABOUR WELDING CHARGE	LABOUR WELDING CHARGE	8	\$1,520.00
Commercial Labor (Including Travel)	Commercial Labor - Material Prep, custom prep	6	\$900.00
EQUIPMENT CHARGE - CRANE TRUCK	Equipment Charge - Crane Truck	1	\$500.00

3F-2

SUBTOTALS	
One-time subtotal	\$4,250.45

Total	\$4,250.45
--------------	-------------------

Comments Quote to repair loading dock - edge of dock. Will remove existing dock, install sub-plate and properly re-install dock. Will also replace dock bumpers.

Purchase terms Standard Terms 50% Down to order materials, 50% due upon project completion

36-1



Town of Bloomsburg - Recycling Center - Overhead Door - C-Channel Replacement and Reinforcement

Town of Bloomsburg - Recycling Center
901 Patterson Dr
Bloomsburg, PA 17815
USA

RAYNOR INC.
530 BLACKMAN STREET

WILKES BARRE, PA 18702
United States

Charles Fritz
cfritz@bloomsburgpa.org
5707844532

Prepared by: Fred Grove
"Sales Representative"
fred.grove@raynorinc.com
+15706066433

Reference: 20240312-141403214
Quote created: March 12, 2024
Quote expires: April 11, 2024

Total **\$2,200.00**

PRODUCTS & SERVICES	DESCRIPTION	QUANTITY	PRICE
C-CHANNEL STRUCTURAL SUPPORT - 30"-36", POWDER COATED	C-CHANNEL STRUCTURAL SUPPORT - 30"-36", POWDER COATED	2	\$1,000.00
Commercial Labor (Including Travel)	Commercial Labor (Including Travel)	8	\$1,200.00
SUBTOTALS			
One-time subtotal			\$2,200.00

Total	\$2,200.00
--------------	-------------------

36-2

Comments

Quote to Furnish and Repair/Replace - Lower section C-Channel framing on overhead door opening x 2.
Powder Coated - Caution Yellow

Purchase terms

Standard Terms

34-1

Lisa Dooley

From: Nick Kratzer <nickk@hepcoconstruction.com>
Sent: Tuesday, March 26, 2024 12:27 PM
To: Lisa Dooley
Cc: John Fritz; Colleen Tarantino
Subject: RE: Bathhouse

Lisa,

\$1150 for a 10x10 area of test location.

Please let me know if you want to proceed.

Thank you,

Nick Kratzer

Vice President

HEPCO CONSTRUCTION, INC.

62 H&S DRIVE
Selinsgrove, PA 17870
Ph: 570-374-0381 x105
Fax: 570-374-1172
Cell: 570-259-8883
www.hepcoconstruction.com

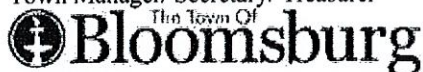
From: Lisa Dooley <lidooley@bloomsburgpa.org>
Sent: Monday, March 18, 2024 3:49 PM
To: Nick Kratzer <nickk@hepcoconstruction.com>
Cc: John Fritz <jfritz@bloomsburgpa.org>; Colleen Tarantino <colleentarantino@icloud.com>
Subject: RE: Bathhouse

Nick,

Do you have a price for the sample?

-Lisa

Lisa M. Dooley
Town Manager/ Secretary/ Treasurer



E-mail: lidooley@bloomsburgpa.org
Mobile: (570) 993-4045 Office: (570) 784-7123 Ext. 123 Fax: (570) 317-2003
Website: www.bloomsburgpa.org Address: 301 E. 2nd Street, Bloomsburg, PA 17815

From: Nick Kratzer <nickk@hepcoconstruction.com>
Sent: Tuesday, March 12, 2024 11:32 AM
To: Lisa Dooley <lidooley@bloomsburgpa.org>

34-2

Cc: John Fritz <jfritz@bloomsburgpa.org>
Subject: RE: Bathhouse

Lisa,

Yes we can do a test location for you. Let me reach out to the installer and get a price quote for that.

Thank you,

Nick Kratzer

Vice President

HEPCO CONSTRUCTION, INC.

62 H&S DRIVE
Selinsgrove, PA 17870
Ph: 570-374-0381 x105
Fax: 570-374-1172
Cell: 570-259-8883
www.hepcoconstruction.com

From: Lisa Dooley <lidooley@bloomsburgpa.org>
Sent: Tuesday, March 12, 2024 11:18 AM
To: Nick Kratzer <nickk@hepcoconstruction.com>
Cc: John Fritz <jfritz@bloomsburgpa.org>
Subject: RE: Bathhouse

Nick,

Is there any way you can provide a fee for a test spot at the facility? We wish to see what the area will be like before we invest in funds for the full area. Is that possible?

Lisa M. Dooley
Town Manager/ Secretary/ Treasurer



E-mail: lidooley@bloomsburgpa.org
Mobile: (570) 993-4045 **Office:** (570) 784-7123 Ext. 123 **Fax:** (570) 317-2003
Website: www.bloomsburgpa.org **Address:** 301 E. 2nd Street, Bloomsburg, PA 17815

From: Nick Kratzer <nickk@hepcoconstruction.com>
Sent: Thursday, March 07, 2024 2:31 PM
To: Lisa Dooley <lidooley@bloomsburgpa.org>
Cc: John Fritz <jfritz@bloomsburgpa.org>
Subject: RE: Bathhouse

Lisa,

See attached quote.

This does not include prevailing wages.

This work would require air and concrete temperatures of 60-degrees. This was a hurdle during the original construction so I wanted to point that out.

Please let me know if you have any questions.

Thank you,

Nick Kratzer

Vice President

HEPCO CONSTRUCTION, INC.

62 H&S DRIVE
Selinsgrove, PA 17870
Ph: 570-374-0381 x105
Fax: 570-374-1172
Cell: 570-259-8883
www.hepcoconstruction.com

From: Lisa Dooley <ldooley@bloomsburgpa.org>
Sent: Tuesday, March 5, 2024 2:42 PM
To: Nick Kratzer <nickk@hepcoconstruction.com>
Cc: John Fritz <jfritz@bloomsburgpa.org>
Subject: RE: Bathhouse

Thanks Nick. I would be very interested in receiving that quote.

I appreciate it.

Lisa M. Dooley
Town Manager/ Secretary/ Treasurer



E-mail: ldooley@bloomsburgpa.org
Mobile: (570) 993-4045 Office: (570) 784-7123 Ext. 123 Fax: (570) 317-2003
Website: www.bloomsburgpa.org Address: 301 E. 2nd Street, Bloomsburg, PA 17815

From: Nick Kratzer <nickk@hepcoconstruction.com>
Sent: Tuesday, March 05, 2024 2:35 PM
To: Lisa Dooley <ldooley@bloomsburgpa.org>
Cc: John Fritz <jfritz@bloomsburgpa.org>
Subject: RE: Bathhouse

Lisa,

The epoxy floor can have additional texture added to the top of it.

I've reached out for a quote from my subcontractor. When I have it I will send it over to you for review.

Thank you,

Nick Kratzer

Vice President

HEPCO CONSTRUCTION, INC.
62 H&S DRIVE

3H-21

Selinsgrove, PA 17870
Ph: 570-374-0381 x105
Fax: 570-374-1172
Cell: 570-259-8883
www.hepcoconstruction.com

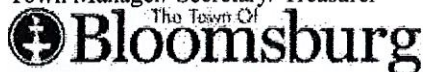
From: Lisa Dooley <ldooley@bloomsburgpa.org>
Sent: Monday, March 4, 2024 12:58 PM
To: Nick Kratzer <nickk@hepcoconstruction.com>
Cc: John Fritz <jfritz@bloomsburgpa.org>
Subject: Bathhouse

Nick,

Is there a special material that your company places on concrete? We had some issues last year at the pool bathhouse that they were slipping on the floor. Any recommendations you have would be helpful. If you can also provide your quote for a fix that would help.

-Lisa

Lisa M. Dooley
Town Manager/ Secretary/ Treasurer



E-mail: ldooley@bloomsburgpa.org

Mobile: (570) 993-4045 Office: (570) 784-7123 Ext. 123 Fax: (570) 317-2003

Website: www.bloomsburgpa.org Address: 301 E. 2nd Street, Bloomsburg, PA 17815

3H-5



HEPCO CONSTRUCTION, INC.

62 H&S Drive

Selinsgrove, PA 17870

Phone: 570.374.0381 / Fax: 570.374.1172

PA Contractor License #PA029407

March 6th, 2024

Town of Bloomsburg
301 E 2nd Street,
Bloomsburg, PA 17815

ATTN: Lisa Dooley

HEPCO CONSTRUCTION, INC. proposes to supply labor, materials, and equipment to sand the existing bathhouse epoxy floor and then apply 2500SF of new epoxy topcoat/additional texture to help reduce the slipping issues in the building. The work will need to be conducted when concrete and air temps are in the 60-degree range. PREVAILAGE WAGES ARE NOT INCLUDED.

TOTAL: **\$5,503.00**

Included w/ Base Bid: Temporary protection, Daily construction cleaning. Disposal of materials.

*We assume the use of the Owner's existing utilities (electricity and water) if needed.

Excluded w/ Base Bid: Bonds, permits, and fees. Any work outside of the above listed restrooms. Moving of owner's belongings. Pre cleaning of bathhouse before work, temporary toilet facilities, Floor protection after installation, moisture mitigation, prevailing wages, temporary heat.

Thank you for the opportunity to quote this work for you. Please call with any questions, or needs for additional pricing, which you may have.

Sincerely,

Nick Kratzer

Nick Kratzer
Vice President
Hepco Construction, Inc.

Acceptance/Signature

Date

*Payment Terms: Within 30 calendar days of date of invoice



The Professional's Source Since 1973

420 9th Ave. at 34th St. in New York City
www.bhphotovideo.com

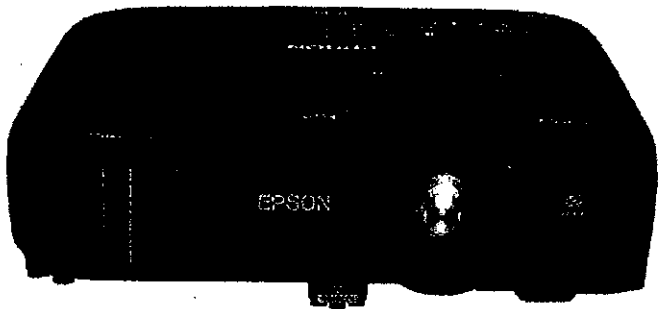
Sales: 212.502.6272
Customer Service: 212.239.7765

35

Epson PowerLite 1288 4000-Lumen Full HD 3LCD Projector with Wi-Fi

BH #EPPL1288 • MFR #V11H978120

EPSON
EXCEED YOUR VISION
Authorized Dealer



In Stock

\$855.00

Key Features

- Color & White Brightness of 4000 Lumens
- Full HD (1920 x 1080) Native Resolution
- 1.32 to 2.14:1 Throw Ratio / 1.6x Zoom
- Composite Video, VGA, 2x HDMI Inputs
- Wireless Screen Mirroring via Miracast
- USB Plug-and-Play with Windows & Mac
- Integrated 16W Speaker

In the Box

Epson PowerLite 1288 4000-Lumen Full HD 3LCD Projector with Wi-Fi

Remote Control with Batteries

HDMI Cable

Soft Carrying Case

Power Cable

Limited 1-Year Manufacturer Warranty (*Projector*)

Limited 90-Day Manufacturer Warranty (*Lamp*)

Epson 1288 Overview

*Project wirelessly in meeting rooms with the **Epson PowerLite 1288 4000-Lumen Full HD 3LCD Projector**. It has Wi-Fi built in that allows wireless screen mirroring via Miracast, allowing you to show your office presentations easily. The projector outputs up to 4000 lumens of color and white brightness and has a native resolution of Full HD to provide vibrant, high-resolution images with compatible content.*

To help facilitate easy setup, the PowerLite 1288 offers $\pm 30^\circ$ vertical and horizontal keystone correction and up to 1.6x optical zoom. A VGA and two HDMI inputs are onboard to connect both standard definition and HD sources. An IR remote and carrying case are included as an added convenience, and the included HDMI cable allows for instant wired connectivity.

3L-1

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF
THE TOWN OF BLOOMSBURG ENTITLED "ANIMALS"**

WHEREAS, the Town of Bloomsburg (the "Town") enacted Chapter 2 of the Code of Ordinances of the Town of Bloomsburg (the "Code") which regulates Animals; and

WHEREAS, the Town desires to amend Chapter 2 of the Code as set forth herein.

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

1. The following shall be added to §2-101 "Terms Defined" of Chapter 2:

STREATER FIELD: that real property of the Town of Bloomsburg comprising 54.38 acres, more or less, being designated as Tax Parcel Numbers 05 W09 01100 and 05W09 01200.

2. The definition of TOWN PARK shall be amended to read as follows:

TOWN PARK: Shall include all of the following real property located within the Town of Bloomsburg:

- a. Bounded on the east by Catherine Street, on the south by the Susquehanna River, on the west by Railroad Street, and on the north by Thirteenth Street (unopened), excluding, however, Fort McClure Boulevard and Columbia County Tax Parcel Numbers 05E01 06900, 05E01 07000, 05E01 07100 05E01 07300 and 5E01 07301;
- b. That portion of Columbia County Tax Parcel Number 05E01 06800 bounded by an unopened street on east, by an unopened street on the south, on the west by Catherine Street and on the north by East Thirteenth Street;
- c. Columbia County Tax Parcel Number 05E01 07400, bounded by an unopened street on the east, on the south by Fort McClure Boulevard, on the west by Catherine Street, and on the north by an unopened street;
- d. Columbia County Tax Parcel Number 05W02 23000 bounded on the east by Colonial Street, on the south by a portion of Thirteenth Street (unopened); on the west by Columbia County Tax Parcel Number 05W02 23200, and on the north by a portion of West Thirteenth Street;
- e. Columbia County Tax Parcel number 05W02 23200 bounded on the east by Columbia County Tax Parcel Number 05W02 23000, on the south by a portion of Thirteenth Street (unopened); on the west by Railroad Street, on the north by a portion of West Thirteenth Street;

32-2

- f. The southerly and westerly portion of Fort McClure Boulevard, beginning at the westerly side of the intersection of Fort McClure Boulevard and Railroad Street, bounded on south by the Susquehanna River, on the west by Fishing Creek and then continuing to the driveway entrance to Streater Field, excluding therefrom Tax Parcel Numbers 05W09 01900, 05W09 01600 and 05W09 01401;
 - g. Columbia County Tax Parcel Number 05W09 01001, bounded on the east and south by a portion of Streater Field, on the west by Fort McClure Boulevard, and on the north by Tax Parcel Number 05W09 01200;
 - h. Columbia County Tax Parcel Number 05W09 01000, bounded on the east by Fort McClure Boulevard, on the south by Tax Parcel Number 05W09 01100, on the west by portions of Fishing Creek and Tax Parcel Number 05W09 00500, on the north by Fort McClure Boulevard;
 - i. Columbia County Tax Parcel Number 05W09 01100, bounded on the east by Fort McClure Boulevard (unopened), on the south by Tax Parcel Number 05W09 0100 and Fort McClure Boulevard, on the west by Tax Parcel Number 05W09 00500, on the north by an unopened street; and
 - j. Streater Field as defined in this Ordinance, except as otherwise provided herein.
3. Part 4 of Chapter 2 of the Code shall be amended to be titled as follows:

Part 4
REGULATION OF ANIMALS IN TOWN PARK AND STREATER FIELD,
HOURS OF OPERATON AND RULES AND REGULATIONS

4. Section 2-402 of Chapter 2 shall be amended to read as follows:

§ Section 2-402. Designation of Areas of Town Park, Streater Field and Hours of Operation of Town Park

1. It shall be unlawful for the owner or person in control of any animal of any type to cause or allow such animal, with the exception of household pets consisting solely of dog(s), at any time, to enter or be upon any portion of Town Park which extends north of the southern cartway of Fort McClure Boulevard. The owner or person in control of dogs in the foregoing portion of Town Park shall have the dog(s) leashed at all times. Notwithstanding the foregoing, no dogs shall be allowed within the interior confines of any playground area or baseball field in Town Park.

- 3L3

2. It shall be unlawful to have any household animal consisting of dog(s) on any portion of Town Park comprising Streater Field (or the area in the immediate vicinity thereto) designated for soccer during any official American Youth Soccer Organization soccer game. Notwithstanding the foregoing, household animals consisting of dog(s) may be present on any other portion(s) of Streater Field during American Youth Soccer Organization games.
3. It shall not be unlawful for the owner of person in control of any household pet or small animal to cause or allow such animals to enter or be upon any portion of Town Park which extends south of the southern cartway of Fort McClure Boulevard, so long as such owner or person in control of the household pet or small animal shall otherwise comply with the provisions of this Chapter.
4. Town Park and Streater Field shall be open to from dawn to dusk seven (7) days per week, subject, however, to such hours and days being changed by officials of the Town of Bloomsburg in the exercise of their discretion. Notwithstanding the foregoing, this prohibition shall not apply to that portion of Streater Field utilized as a public boat launch, including any parking areas utilized in conjunction with the boat launch.
5. There shall be no swimming in any portion of Town Park except in the Norris E. Rock Memorial pool.
6. This Ordinance shall not supersede any rights which may exist pursuant to the Pennsylvania Fish and Boat Code, 30 P.S. §101 et. seq.

ORDAINED AND ENACTED into law by the Bloomsburg Town Council in lawful session assembled this ____ day of _____, 2024.

Attest:

TOWN OF BLOOMSBURG

Lisa Dooley, Secretary

Justin Hummel, Mayor

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FLOOD MITIGATION ASSISTANCE – SWIFT CURRENT INITIATIVE – ELEVATION
PROJECT
TOWN OF BLOOMSBURG, COLUMBIA COUNTY**

This AGREEMENT, entered into this _____ day of _____ 2024, by and between the Town of Bloomsburg (hereinafter referred to as the "TOWN"), and Peters Consultants, Inc. (PCI) (hereinafter referred to as the "CONTRACTOR"),

WITNESSETH THAT:

WHEREAS, the Pennsylvania Emergency Management Agency ("PEMA"), designated as the State Administrative Agency with the responsibility to allocate funding for the FFY 2023 Flood Mitigation Assistance ("FMA") Grant Program, has applied for and received federal funding from the United States Department of Homeland Security ("DHS"), Federal Emergency Management Agency ("FEMA"), under the FFY 2023 FMA;

WHEREAS, pursuant to such Grant Agreement, the TOWN is undertaking activities for the Swift Current Initiative – Elevation Project with the FMA grant in the Town of Bloomsburg, Columbia County, Pennsylvania; and

WHEREAS, the TOWN desires to engage the CONTRACTOR to render certain technical advice and assistance in connection with such undertakings of the TOWN; and

WHEREAS, the TOWN has determined that the CONTRACTOR possesses the specialized, professional skills necessary to fulfill the responsibilities of the TOWN; and

WHEREAS, the CONTRACTOR desires to perform services for the TOWN relating to this grant project.

NOW THEREFORE, the parties hereto intending to be legally bound do agree as follows:

1. Scope of Services. The CONTRACTOR shall, in connection with and respecting the aforesaid project, do, perform, and carry out, in a satisfactory and proper manner, the following:
 - A. Project design, required meetings, preparation and printing of specifications, bidding, budget estimation, and other customary engineering services as further outlined in the "Request for Quotations" prepared by the TOWN and the CONTRACTOR's proposal dated February 13, 2024, made a part of this Agreement by reference.
 - B. Project construction supervision to be provided by the CONTRACTOR.
2. Contracting. It is understood by all parties that this is a voluntary participant program and invoicing must be prepared by addressable structure:
 - A. The project involves the elevation of one home located at 334 East Ninth Street, located within Town limits and the Special Flood Hazard Area (using the Flood Insurance Rate Map (FIRM) and best available data).
 - B. Act 166 and Chapter 106 – Floodplain Management must be in compliance. It is the Engineer's responsibility to address if these requirements are required in writing prior to the preparation of draft bid documents.
 - C. Environmental Provisions. The Subgrantee and its subcontractors agree that in the performance of their obligations under this Grant Agreement they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

3. Time of Performance. The services of the CONTRACTOR rendered in connection with the aforesaid project shall commence upon execution of this Agreement and shall continue until final acceptance of the completed project by the TOWN, unless a change in time is mutually agreed upon by both parties.
4. Compensation. The CONTRACTOR shall be paid on the basis of the following fee schedule for actual services rendered and performed under this Agreement:

A. FMA – Swift Current Initiative – Elevation Project for 334 East Ninth Street. Bloomsburg, PA 17815

- | | |
|---|--|
| I. Project design, specification, required meeting attendance, bidding, and other engineering/architectural services: | \$11,450.00 |
| II. Project construction supervision. Indicate project duration and frequency of visits: | \$2,340.00
Project duration: 90 Calendar Days
Not less than 13 total visits (at least once per week during 13 week anticipated construction) |

TOTAL LUMP SUM

Maximum compensation for the above services shall not exceed:	\$13,790.00
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Additional Meetings (if requested by the TOWN)	\$175.00/meeting
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5. Method of Payment. The CONTRACTOR shall be paid upon submittal, not more frequently than monthly, of a requisition for payment itemizing the work performed under this Agreement.
6. Terms and Conditions. This Agreement is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions.
7. Non-Discrimination/Sexual Harassment Clause. This agreement is subject to and incorporates the provisions attached hereto as Attachment A.

IN WITNESS WHEREOF, the TOWN and the CONTRACTOR have executed this Agreement as of the date first above written.

PETERS CONSULTANTS, INC.

WITNESS:

Dennis R. Peters, P.E., Principal Engineer

23-2194790
Employer ID Number

WITNESS:

TOWN OF BLOOMSBURG

Lisa M. Dooley, Town Manager/Secretary/
Treasurer

By: _____
Justin Hummel, Mayor

ATTACHMENT A
NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE
[Deposit of Commonwealth Funds]

The Contractor agrees:

1. In the hiring of any employee(s) for the performance of work, or any other activity required under the contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the

EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

CONTRACT FOR PROFESSIONAL SERVICES**PART II - TERMS AND CONDITIONS**

(For Contracts over \$10,000)

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Municipality, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Contractor, and the Municipality may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Municipality from the Contractor is determined.

2. Termination of Contract. The Municipality may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Municipality as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Municipality and the Contractor shall be incorporated in written amendments to this Contract.
4. Personnel
 - a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.
 - b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Municipality. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent

of the Municipality. Provided, however, that claims for money by the Contractor from the Municipality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Municipality.

6. Reports and Information. The Contractor, at such times and in such forms as the Municipality may require, shall furnish the Municipality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds. These records will be made available for audit purposes to the Municipality, the Department of Community and Economic Development (DCED), or any of their duly authorized representatives, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Municipality.
8. Confidentiality. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Municipality.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.
10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, sexual orientation, or gender identity. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, sexual orientation, or gender identity. 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 by the Municipality setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation 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, religion, sex, color, national origin, sexual orientation, or gender identity.

- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 12. Title VI of the Civil Rights Act of 1964. No person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.
- 13. Section 109 of the Housing and Community Development Act of 1974. No color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- 14. Section 3 Goals. Section 3 24 CFR Part 135 has been updated to the New Rule, 24 CFR Part 75. The New Rule for Section 3, 24 CFR Part 75, is applicable for projects for which the total amount of federal assistance is greater than \$200,000. Section 3 does not apply to professional services; however, the professional service provider is still encouraged to follow the Municipality's Section 3 Action Plan for Section 3 and Targeted Section 3 Labor Hours. The new 24 CFR Part 75 rule does apply to construction contracts and the professional service provider is expected to assist with facilitation of these efforts for compliance. Professional Service firms who hire Section 3 or Targeted Section 3 workers can count those labor hours as Section 3, or Targeted Section 3, but should be excluded from the total number of labor hours. Benchmarks are only qualified as being met if Section 3 Laborer Hours = 25%, and Targeted Section 3 Labor Hours = 5% of the total number of labor hours.
- 15. Compliance with Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement, in excess of \$100,000, agree to the following requirements:

- a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

- d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

16. Interest of Certain Federal Officials. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), when applicable. The required certification must be on file for awards exceeding \$100,000.
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
 - b. 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
17. Interest of Members, Officers, or Employees of Municipality, Member of Local Governing Body, or other Public Officials. No member, officer, or employee of the Municipality, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.
18. Interest of Certain State Officials. No member or Representative to the Legislature of the Commonwealth of Pennsylvania shall be admitted to any share or part of this Contract or to any benefit to arise from the same.
19. Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
20. Section 504 of the Rehabilitation Act of 1973 - Affirmative Action for Handicapped Workers.
 - a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals

without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary, issued pursuant to Section 503 of the Act, 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 the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

21. Pennsylvania Human Relations Act as amended.

- a. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

- b. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race color, religious creed, ancestry, national origin, age or sex.
- c. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
- d. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission of this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- e. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- f. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this Contract or with any such laws, this Contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- g. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to §49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- h. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- i. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that provisions will be binding upon each subcontractor.

- j. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Ch. 49.
- k. Contractor's obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

22. Sexual Harassment

Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. Contractor shall include the provisions of this sexual harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor.

- 23. In accordance with Act 43 (May 11, 2006), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Contractor shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien.

In the event that the Contractor

- a. knowingly employs or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien; and
- b. the Contractor or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien,

The Contractor shall repay all funds received by the Contractor.

- 24. Prohibition against Payments of Bonus or Commission. The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining DCED approval of the application for such assistance, or DCED approval of applications for additional assistance, or any other approval or concurrence of DCED required under this Contract, Title I of the Housing and Community Development Act of 1974 as amended or DCED regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
- 25. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants, that in the performance of this Agreement, it will not knowingly employ any person having any such interest.
- 26. Severability. Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Contract.

27. Construction. This Contract shall be interpreted and construed in accordance with federal law where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the §§ and Subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.
28. Entire Agreement. The Contract, when signed by all of the parties hereto, constitutes the full and complete understanding and agreement of all parties and may not be in any manner interpreted or fulfilled in contradictions of its express terms and provided above.
29. Minority/Women's Business Enterprise (SERBS)
- a. It is the policy of the Local Public Agency to take positive steps to maximize the utilization of minority and women business enterprises in all contract activity administered by the Local Government.
 - b. Joint Venture. If a joint venture relationship is dissolved, the Contractor as the majority owner of the contract, with a commitment to a Socially/Economically Restricted Business, must maintain this commitment for the duration of the contract. If another Socially/Economically Restricted Business joint venture cannot be formed, the Contractor must continue this commitment by entering into contractual agreement(s) with other Socially/Economically Restricted Business(es) to perform on this contract. The Contractor must submit all changes to the Municipality for approval.
 - c. Subcontracting. If a subcontracting commitment to a Socially/Economically Restricted Business is terminated, the Contractor must maintain this commitment for the duration of the contract. The Contractor must continue this commitment by entering into contractual agreements with other Socially/Economically Restricted Business(s) to perform on this contract. The Contractor must submit all changes to the Municipality for approval.
 - d. The Contractor must provide the Municipality with a report of Socially/Economically Restricted Business activity on a quarterly or per project basis, whichever is sooner. The report shall reflect the names of and the total dollar amount paid to all Socially/Economically Restricted Businesses utilized under this contract
 - e. Socially/Economically Restricted Business subcontractors must provide the Municipality with a report reflecting the prime contractors who have purchased their services and/or supplies on a quarterly basis or per project basis, whichever is sooner. The report shall reflect the name of the prime contractor and the total dollar amount invoiced and total dollar amount received for payment.

SOCIALLY/ECONOMICALLY RESTRICTED BUSINESS (SERB) - SERBs are businesses whose economic growth and development have been restricted based on social and economic bias. Such businesses are MWBE certified minority and women owned businesses and certain restricted businesses whose development has been impeded because their primary or headquarter facility is physically located in an area designated by the Commonwealth as being in an enterprise zone. Businesses will not be considered socially/economically restricted if one of the conditions listed below exist:

- a. The business has gross revenues exceeding four million dollars annually; or
- b. The concentration of an industry is such that 50 percent of the market is controlled by the same type of SERB (MBE\WBE) or businesses within designated enterprise zones.

MINORITY BUSINESS ENTERPRISE (MBE) - A business concern that is:

- a. a sole proprietorship, owned and controlled by a minority; or
- b. a partnership or joint venture controlled by minorities in which 51% of the beneficial ownership interest is held by minorities; or
- c. a corporation or other entity controlled by minorities in which at least 51 % of the voting interest and 51% of the beneficial ownership interest are held by minorities.

MINORITY PERSON - Persons who are citizens of the United States and who are Black Americans, Hispanic Americans, Native Americans, or Asian-Pacific Americans.

WOMEN'S BUSINESS ENTERPRISE (WBE) - A business concern that is:

- a. a sole proprietorship, owned and controlled by a woman; or
- b. a partnership or joint venture controlled by women in which 51% of the beneficial ownership interest is held by women; or
- c. a corporation or other entity controlled by women in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by women:

30. Energy Conservation Provisions

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost-Effective Energy Conservation Measures

31. Compliance with the State Contractor Responsibility Program

- a. Contractor certifies for itself that as of the date of the execution of this contract, it is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
- b. Contractor certifies for itself that as of the date of the execution of this contract, it has no unsatisfied tax liabilities or other Commonwealth obligations.