

**BLOOMSBURG TOWN COUNCIL MEETING
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)
MONDAY, JUNE 24, 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.

Nicholas Madey- Pool starting blocks.

Citizens to be heard.

Diane Levan

Philip Polstra

Tina Welch

Steve Welch

Dan Broadt

George Dalious

Final CDBG Hearing – Jamie Shrawder.

Note: Bloomsburg Annual Action Plan was sent on 6/20/2024 to Council.

Approval of the Council minutes from the June 10, 2024 meeting.

Approval of resolution 06.24.2024.01- Handicap approved areas.

Adoption of an ordinance amending Chapter 15 of the Code of Ordinances of the Town of Bloomsburg, entitled "Motored Vehicles and Traffic".

Proclamation- July 15, 2024 to recognize Sylvia Costa's 30 years of serving the Town of Bloomsburg Shade Tree Commission.

1. DEPARTMENT REPORT.

A. Bloomsburg Ambulance report from May.

2. ADMINISTRATIVE FINANCE COMMITTEE- Justin Hummel.

A. Approval of the resolution of the Lauren Martz vs. Town of Bloomsburg lawsuit in the United States Court for the Middle District of Pennsylvania, Docket Number 4:22-cv-01490.

Tabled from 5/13/2024. Recommendation from Buchanan to keep it tabled as of 6/20/2024.

- B. Approval to hire a part-time parking enforcement officer.
 - C. Review of the Civil Service list. The Commission approved the list on 6/17/2024.
 - D. A motion to hire from the civil service list per union contract pay, benefits, etc. This would be pending psychological, background and MPOETC physical fitness.
 - E. Approval of each background search with Saratoga Advisors Group, LLC for the cost not to exceed \$3,000 per candidate.
 - F. Approval of appointing Andrew King to the Code Appeal Board with a term expiring 12/31/2025.
3. **PUBLIC WORKS & ENVIRONMENTAL COMMITTEE – James Garman.**
- A. Approval of an invoice from Mark Conner Electric LLC in the amount of \$10,578.21.
 - B. Update on the court project.
 - i. Approval of entering into an engineering agreement with LIVIC Civil for the pickleball court.
 - C. Approval to sell a 2012 Ford F550 with a 10' plow- VIN #1FDUF5HY2CEB81869.
 - D. Approval to sell a wire tier for the Recycling baler at a minimum of \$10,000. Note: Scrap value was going to be \$300.
 - E. Approval of a quote for disposing properly of the airport jet fuel tank. Please note: at the annual planning meeting B. Teichman and L. Dooley received news of a 90/10 grant opportunity that would cover the disposal.
 - F. Approval of a quote fixing the concrete at the Bloomsburg Airport Terminal building.
 - G. Approval of a quote fixing the window at the Bloomsburg Airport Terminal building.
 - H. Approval to advertise an ordinance amending the Code of the Town of Bloomsburg to change the spelling of "Glenn Avenue" to Glen Avenue". Tabled from 6/10/2024. Note: L. Dooley asked General Code for a cost. Enclosed in the packet reflects costs to not exceed \$695.

- I. Approval of implementing six porta potties at the Town Park and closing off the permanent bathroom locations.
 - J. Approval of the Pull the Plane event with Bloomsburg EAA Chapter 1641 for September 14, 2024. Note: L. Dooley is recommending a waiver be instituted for the approval of this event.
 - K. Council approved the enclosed invoice to Hepco Construction Inc. in the amount of \$5,503 for resurfacing the Bloomsburg Norris E. Rock Memorial Pool. Does Council wish to have this flooring done mid-season and shut down the pool or have this performed in August of 2024?
4. **COMMUNITY & ECONOMIC DEVELOPMENT/PUBLIC SAFETY COMMITTEE- Justin Hummel.**
- A. Approval of the permanent easement agreement between Dillon Floral Corporation.
 - B. Approval of accepting PennDOT's recommendation at the intersection of Railroad and Main Streets for right turns only. Tabled from 6/10/2024. Chief Price sent an e-mail on 6/11/2024 detailing the data that PennDOT collected.
 - C. Approval of a quote from Kranson Uniform in the amount of \$9,675 for 9 AXII vest carriers.
 - D. Approval of a quote from Kranson Uniform in the amount of \$2,835 for 9 external carriers.
 - E. Approval of extending the Professional and Technical Services Agreement between the Town of Bloomsburg and SEDA-COG in relation to the HOME contract to run until May 19, 2025.
 - F. Approval to remove the deed restriction as shown enclosed for 472 W. Main Street for floodplain compliance conditional upon the building permit being satisfied.

Next meeting: July 15, 2024

8:30 p.m.- Executive session- Center Street Luxury Apartments v. Town of Bloomsburg.

**FINAL PUBLIC HEARING
FFY 2024 ANNUAL ACTION PLAN
TOWN OF BLOOMSBURG
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**JUNE 24, 2024
7:00 PM**

AGENDA

- I. FFY 2024 Annual Action Plan Final Public Hearing
- II. Plan available for comment until July 5, 2024
- III. Review of FFY 2024 Funding allocation \$226,674
- IV. Projects Selected for Funding:
 - 1. East Pine Street Parking Lot \$ 63,258
 - 2. West Pine Street Parking Lot \$ 63,258
 - 3. Pine Street Parking Lot \$ 63,258
 - 4. SEDA-COG Administration \$ 36,900
- V. Public Comment

**ACTION ITEM
REGULAR MEETING
JULY 15, 2024**

- I. Approve Annual Action Plan





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

May 18, 2024

The Honorable Justin Hummel
Mayor of Bloomsburg
301 East Second Street
Bloomsburg, PA 17815

Dear Mayor Hummel:

Congratulations! I am pleased to give you formal notice of your jurisdiction's Fiscal Year 2024 (FY24) allocations for the Office of Community Planning and Development's (CPD) formula programs. Your jurisdiction's FY24 available amounts are as follows:

Community Development Block Grant (CDBG)	\$226,674.00
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These grant funds provide the financial tools to support low-to-moderate income individuals, families, and communities to address homelessness, affordable housing challenges, aging infrastructure, and economic hardships. CPD is committed to being your partner throughout the process of using these funds. Our local office will assist in finalizing grant agreements, offer technical assistance, training when needed, monitor and implement grant funds for eligible projects in a timely manner. The Department of Housing and Urban Development will work with your team to ensure proper reporting in the Integrated Disbursement and Information System to improve performance data on how these programs are benefitting and touching people's lives, build trust with stakeholder groups, Congress, and amplify the success stories that you and your jurisdiction are able to accomplish with these vital resources.

In addition, you also have \$1,133,370 in available Section 108 borrowing authority based on your CDBG allocation and outstanding Section 108 balances as of May 14, 2024. Since Section 108 loans are federally guaranteed, this allows your jurisdiction to borrow up to five times of your current CDBG allocation to access loan capital for larger projects at a low interest rate. HUD encourages you to consider using this CDBG multiplier for high priority housing projects, such as housing rehabilitation and conversion of nonresidential properties to residential uses and mixed-use development. This could help fill gaps left by Congress' cut to the HOME program for FY24.

As you begin to plan for the use of FY24 grant funding, please also consider having strategic conversations with your local team to ensure that existing grants are being maximized to meet your local priorities and community needs. A few questions that you might consider asking:

- What were our goals in our most recent Consolidated Plan? How did our commitments in FY23 and previous Action Plans support those goals?

- Do we have any expiring funds? Are there plans to use our funding from past years before the end of the period of performance?
- What, if any, findings have HUD / the Office of Inspector General made against our jurisdiction in the last five years? What have we done to address those findings?

The combination of higher mortgage interest rates, limited for-sale housing inventory, and high home prices has created a challenging environment for homebuyers – particularly low-income families seeking to purchase their first home. In preparing the annual action plan for your jurisdiction's CPD formula funds, we urge you to consider how your HOME Program and other funds may be used to increase the supply of modestly priced housing or provide direct purchase assistance to low-income families seeking to buy a home.

The timely expenditure of your previous year funds is critical to mitigate risks of recapture. If your community's priorities have changed, you have an opportunity to repurpose funding. Our team can work with you to ensure that funds are fully utilized and reach the populations intended by these programs. Please contact our Field Office to learn more.

The Department greatly appreciates your leadership in using these funds to address your most pressing local needs by increasing access to affordable housing, supporting renters and homeowners, providing life-saving assistance to people experiencing homelessness, creating jobs and opportunities for people with modest means, improving public facilities, community resilience, and public services. If you or any member of your staff have questions or would like to request technical assistance, please contact your local CPD Field Director.

Sincerely,



Marion Mollegen McFadden
Principal Deputy Assistant Secretary
for Community Planning and Development

TOWN OF BLOOMSBURG
COLUMBIA COUNTY, PENNSYLVANIA

RESOLUTION NO: 06.24.2024.01

Resolved by the Town of Bloomsburg Town Council of the Town of Bloomsburg Columbia County, Pennsylvania, that

WHEREAS, by virtue of Resolution No. 06.24.2024.01, adopted June 24, 2024, the Town of Bloomsburg declared its intent to approve handicap spaces by license plates;

WHEREAS, citizens can apply to the Parking Enforcement Department under the Bloomsburg Police Department to request handicap parking spaces throughout Town;

NOW, THEREFORE, BE IT RESOLVED That Town of Bloomsburg Town Council of the Town of Bloomsburg, Columbia County, Pennsylvania; hereby authorizes the following handicap spaces at the below locations in Town:

930 McGuire Rd
323 E. 5th Street
282 E. 8th St Apt 1
607 E. 4th Street
21 Pine Street
143 Columbia Avenue
111 West Street
361 Catherine Street
587 W. Main Street
324 E. 4th Street
267 E. 8th Street
279 E. 7th Street
444 E. 4th Street (2 spots)
444 E. 4th Street (2 spots)
150 West First Street

IN WITNESS THEREOF, I affix my hand and attach the seal of the Town of Bloomsburg this 24th day of June 2024.

Town of Bloomsburg

Columbia County

Justin C. Hummel, Mayor

ATTEST:

Lisa Dooley, Town Manager/Secretary

- SEAL-

**AN ORDINANCE AMENDING CHAPTER 15
OF THE CODE OF ORDINANCES OF THE
TOWN OF BLOOMSBURG, ENTITLED "MOTOR VEHICLES AND TRAFFIC"**

WHEREAS, the Town of Bloomsburg (the "Town") enacted Chapter 15 of the Code of Ordinances of the Town of Bloomsburg (the "Code") which regulates Motor Vehicles and Traffic; and

WHEREAS, the Town desires to amend Parts 3, 4, 4A, 5, 5A, 6 and 7 of Chapter 15 of the Code entitled "Parking Regulations as set forth herein; and

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

1. § 15-302. of Chapter 15, Part 3 of the Code shall be amended to read as follows:

Right angle parking shall be permitted only within the confines of Market Square.

2. § 15-305. of Chapter 15, Part 3 of the Code shall be amended to read as follows:

Any person violating any provision of this Part shall pay at the office of the Chief of Police the sum of \$25 within 20 days of the date of the violation. If the sum of \$25 is not paid within 20 days of the date of the violation, a citation shall be filed in the Office of the Magisterial District Court and upon conviction, the violator shall be sentenced to pay a fine of \$35 plus costs of prosecution, or in default of payment, to imprisonment for one day for each \$10 of the unpaid balance.

3. § 15-306. of Chapter 15, Part 3 of the Code shall be amended to read as follows:

Except when necessary to avoid conflict with other traffic or to protect the safety of any person or vehicle or in compliance with law or the directions of a police officer or official traffic-control device, no person shall stand or park a vehicle in front of or within 15 feet of a fire hydrant. Any person violating any provision of this Section shall pay at the office of the Chief of Police the sum of \$100 within 20 days of the date of the violation. If the sum of \$100 is not paid within 20 days of the date of the violation, a citation shall be filed in the Office of the Magisterial District Court, and upon conviction, the violator shall be sentenced to pay a fine of \$110 plus costs of prosecution.

4. The title of Chapter 4 of Part 15 of the Code shall be changed from "**ON-STREET METERED PARKING**" to "**ON-STREET METERED/APP PARKING**".

5. § 15-401. of Chapter 15, Part 4 of the Code shall be amended to read as follows:

§ 15-401 Paid Parking Meter Areas Established.

[Ord. 641, 10/9/1978; as amended by Ord. 608, 2/11/1985, § 3; by Ord. 692, 6/8/1987, § 5; by Ord. 716, 10/9/1989, § 15; by Ord. 727, 11/5/1990, § 10; Ord. 864, 6/23/2003, § 7; by Ord. 878, 8/9/2004; by Ord. 882, 2/28/2005, §§ 3,4; and

by Ord. 940, 6/27/2011, §§ 1-4] [Ord. No. 997, 8/26/2019, as amended by Ord. No. 1000, 9/16/2019; and by Ord. No. 1018, 12/14/2020]

Paid Parking meter areas are hereby established upon and along certain of the highways in the Town of Bloomsburg, as follows:

Street	Between
Center Street	Second (Main) Street and Third Street, east side only
East Street	Second (Main) Street and Sixth Street east and west sides.
East Third Street	First three parking stalls east of East Street on the south side
Fifth Street East	East Street and Chestnut Avenue, first two parking spaces East of East Street on the north side, first eight spaces on the south side.
Iron Street	Second (Main) Street and Third Street, west side only
Market Street	West Ridge Avenue and Anthony Avenue including East and West sides of Market Street, including all of Market Square.
Second Street	East Street and West Street, north and south sides
Second Street, [Amended by 983, 9/11/2017]	East Second Street 500,600,700 block north side only from Elm Street to Chestnut Street and between Chestnut St and Oak Lane, south side only.
Third Street, East	East Street and Chestnut Avenue, first three parking stalls on the south side, East Street and Catherine Street, first five parking spaces on the north side.
Third Street, West [Added by Ord. 944, 12/11/2011, § 7]	Market Street and Murray Avenue, south side only

6. The title of §15-402. of Chapter 15, Part 4 of the Code shall be changed from “**Time Limit in Paid Parking Meter Areas Certain Days and Hours**” to “**Time Limit in Paid Parking Areas Certain Days and Hours**”.

7. § 15-409. 1. of Chapter 15, Part 4 of the Code shall be amended to read as follows:

1. Any person violating § 15-405 of this Part shall pay at the office of the Chief of

Police the sum of \$20 within 20 days of the date of the violation. delete If the sum of \$20 is not paid within 20 days of the date of the violation, a citation shall be filed in the Office of the Magisterial District Court, and upon conviction, the violator shall be sentenced to pay a fine of \$30 plus costs of prosecution, or in default of payment, to imprisonment for one day for each \$10 of the unpaid balance. **[Amended by Ord. 973, 3/14/2016]**

8. Part 4A 1. of Chapter 15, Part 4A of the Code shall be amended to read as follows:

**PART 4A
ON-STREET MOBILE APPLICATION PARKING**

§ 15-4A01 Mobile Application Parking Areas Established and Defined.
[Ord. No. 997, 8/26/2019, as amended by Ord. No. 1000, 9/16/2019; and by Ord. No. 1018, 12/14/2020]

Mobile application paid parking areas are established upon and along certain of the highways in the Town of Bloomsburg in the locations designated in §15-401 of this Ordinance.

9. § 15-4A02. 1. B. of Chapter 15, Part 4A of the Code shall be amended to read as follows:

B. Parking is prohibited between the hours of 2:00 a.m. and 5:00 a.m. any day of the week on East 2nd Street, north side from Elm Street to Chestnut Street and on the south side 7:00p.m.-7a.m. between Chestnut Street and Oak Street.

10. § 15-4A06. 2. of Chapter 15, Part 4A of the Code shall be deleted in its entirety.

11. § 15-4A07. 1. and 2. of Chapter 15, Part 4A of the Code shall be amended to read as follows:

1. Any person violating § 15-4A05 of this Part shall pay at the parking office of the Chief of Police the sum of \$20 within 20 days of the date of the violation. If the sum of \$20 is not paid within 20 days of the date of violation, a citation shall be filed in the office of the Magisterial District Court, and, upon conviction, the violator shall be sentenced to pay a fine of \$30 plus costs of prosecution, or, in default of payment, to imprisonment for one day for each \$10 of the unpaid balance.
2. Any person violating any other section of this Part shall pay at the parking office of the Chief of Police the sum of \$25 within 20 days of the date of the violation. If the sum of \$25 is not paid within 20 days of the date of the violation, a citation shall be filed in the office of the Magisterial District Court, and upon conviction, the violator shall be sentenced to pay a fine of \$35 plus costs of prosecution, or, in default of payment, to imprisonment for one day for each \$10 of the unpaid balance.

12. § 15-501. C. of Chapter 15, Part 5 of the Code shall be amended to read as follows:

C. A lot of land located at the west side of Murray Avenue, north of Pine Avenue known as the "West Pine Avenue Lot."

13. § 15-501. E. of Chapter 15, Part 5 of the Code shall be deleted in its entirety.

14. § 15-501. F. of Chapter 15, Part 5 of the Code shall be amended to read as follows:

F. A lot of land located at the northern side of East Main Street west of North Street and south of Ridge Avenue known as the "Diner Lot."

15. § 15-502. of Chapter 15, Part 5 of the Code shall be amended to read as follows:

Parking meters installed in the said lots shall be placed immediately adjacent to the individual parking spaces that shall be marked off in the said lots. Each parking meter installed shall indicate by a proper legend the legal time established by this Part and, when occupied, shall indicate the duration of the period of legal parking and on expiration of such period, shall indicate illegal or overtime parking.

16. § 15-504. of Chapter 15, Part 5 of the Code shall be deleted.

17. § 15-508. 1. of Chapter 15, Part 5 of the Code shall be amended to read as follows:

1. Any person violating § 15-505 of this Part shall pay at the office of the Chief of Police the sum of \$20 within 20 days of the date of the violation. If the sum of \$20 is not paid within 20 days of the date of the violation, a citation shall be filed in the Office of the Magisterial District Court, and upon conviction, the violator shall be sentenced to pay a fine of \$30 plus costs of prosecution, or in default of payment, to imprisonment for one day for each \$10 of the unpaid balance.

[Amended by Ord. 973, 3/14/2016]

18. § 15-5A01. 1. C. of Chapter 15, Part 5A of the Code shall be amended to read as follows:

C. A lot of land located on the west side of Murray Avenue north of Pine Avenue known as the "West Pine Avenue Lot."

19. § 15-5A01. 1. E. of Chapter 15, Part 5A of the Code shall be deleted.

20. § 15-5A01. 1. F. of Chapter 15, Part 5A of the Code shall be amended to read as follows:

F. A lot of land located on the north side of East Main Street west of North Street and south of Ridge Avenue known as the "Diner Lot."

21. § 15-5A06. of Chapter 15, Part 5A of the Code shall be deleted.

22. § 15-5A09. 1. of Chapter 15, Part 5A of the Code shall be amended to read as follows:

1. Any person violating § 15-5A07 of this Part shall pay, at the office of the Chief of Police, the sum of \$20 within 20 days of the date of the violation. If the sum of \$20 is not paid within 20 days of the date of the violation, a citation shall be filed in the office of the Magisterial District Court and, upon conviction, the violator shall be sentenced to pay a fine of \$30, plus costs of prosecution, or in default of payment, to imprisonment for one day for each \$10 of the unpaid balance.

23. § 15-601. A. of Chapter 15, Part 6 of the Code shall be deleted.

24. § 15-601. C. of Chapter 15, Part 6 of the Code shall be amended to read as follows:

- C. Zone C: Diner Lot: Nonmetered, Zone Permit parking spaces within the Diner Lot, including the non-posted spaces on the south side of Ridge Avenue, located at the northern side of East Main Street west of North Street and south of Ridge Avenue.

25. § 15-601. D. of Chapter 15, Part 6 of the Code shall be amended to read as follows:

- D. Zone D: East Pine Avenue Lot: Nonmetered, Zone Permit parking spaces within the East Pine Avenue Lot located on the north side of Pine Avenue east of Iron Street.

26. § 15-601. E. of Chapter 15, Part 6 of the Code shall be amended to read as follows:

- E. Zone E: Pine Avenue Lot: Nonmetered, Zone Permit parking spaces located on the south side of Pine Ave west of Iron St to Miller Avenue, north of East Third Street.

27. § 15-601. G. of Chapter 15, Part 6 of the Code shall be amended to read as follows:

- G. Zone G: Library Lot: Nonmetered, Zone Permit parking spaces within the Library Lot, located on the north side of Pine Avenue west of Whiteman Avenue.

28. § 15-601. H. of Chapter 15, Part 6 of the Code shall be amended to read as follows:

- H. Zone H: North Market Street: Nonmetered Zone Permit parking spaces on the east and west sides of North Market Street between West Ridge Avenue and West First Street. **[Amended by Ord. 965, 4/27/2015]**

29. § 15-601. I. of Chapter 15, Part 6 of the Code shall be amended to read as follows:

- I. Zone I: West Pine Avenue Lot: Nonmetered, Zone Permit parking spaces with the West Pine Avenue Lot located on West Pine Avenue on the west side of Murray Avenue west to Jefferson Street.

30. § 15-601. J. of Chapter 15, Part 6 of the Code shall be amended to read as follows:

- J. Zone J: Hoppes Lot: Nonmetered, Zone Permit parking spaces within the Hoppes Lot located at the north side of West Main Street between West Street and Oyer Avenue.

31. § 15-606. 2. of Chapter 15, Part 6 of the Code shall be amended to read as follows:

2. In all other public parking areas where signs are posted with the designated international symbol for access for persons with disabilities, only those with handicapped registration plate, handicapped parking placard, disabled veteran registration, or a disabled veteran placard shall be permitted to park in those handicap spaces:

Street	Location
Catherine Street	361 Catherine Street
Center Street	Southeast corner of Center Street at Main Street
Columbia Avenue	143 Columbia Avenue
Diner Lot	Municipal Lot, 3 spaces
East Street	2 spaces, 232 East Street, 500 block East Street
Eighth Street, East	282 East Eighth Street, Apartment 1
Fifth Street, East	323 East Fifth Street
Fourth Street, East	324 East Fourth Street
Fourth Street, East	2 spaces, 444 East Fourth Street
Fourth Street, East	607 East Fourth Street
Library Lot	Municipal lot, 2 spaces
McGuire Road	930 McGuire Road
Main Street, West	24 West Main Street
Main Street, West	35 West Main Street
Main Street, West	589 West Main Street

Street	Location
Market Street	Northwest corner with Main Street
Market Street	Southeast corner with Main Street
Market Street	Town Park
Metered Parking Lot No. 5	First stall northwest corner with Main Street
Park Street	500 Block of Park Street for Bloomsburg Area School District Office
Pine Avenue	Municipal Parking Lots: West Pine Ave. 4 spaces, Pine Ave. 6 spaces and East Pine Ave. 2 spaces
Pine Street	21 Pine Street
Second Street	First stall northeast corner with Main Street
Third Street, West	130 West Third Street at Murray Avenue for Wesley United Methodist Church
West Street	111 West Street

32. § 15-606. 4. of Chapter 15, Part 6 of the Code shall be amended to read as follows:

4. Any person violating this section shall pay at the office of the Chief of Police the sum of \$100 within 20 days of the date of the violation. If the sum of \$100 is not paid within 20 days of the date of the violation, a citation shall be filed in the Office of the Magisterial District Court, and upon conviction, the violator shall be sentenced to pay a fine of \$110 plus costs of prosecution.

33. § 15-705. 1. of Chapter 15, Part 7 of the Code shall be amended to read as follows:

1. Parking zone permit placards may be purchased from the office of the Chief of Police, either in person or online, for a six-month period at a cost as established by resolution of Town Council from time to time. The sale dates of parking zone permit placards shall be announced at the first Council meeting each December.

34. The section title for § 15-802 of Chapter 15, Part 8 of the Code shall be amended to read as follows:

§ 15-802 Resident Permit Areas.

[Ord. 695, 8/10/1987, § 2; as amended by Ord. 712, 1/9/1989, § 2; by Ord. 727, 11/5/1990, §§ 15, 16; by Ord. 761, 6/14/1993, § 2; by Ord. 770, 8/8/1994, § 2; by Ord. 920, 2/9/2009, §§ 8, 9, 10; by Ord. No. 940, 6/27/2011; by Ord. No. 965,

4/27/2015; by Ord. No. 998, 8/26/2019; and by Ord. No. 1002, 9/16/2019]

35. § 15-802. 1.A.(5) of Chapter 15, Part 7 of the Code shall be amended to read as follows:

(5) Area 4: East Fourth Street (east of East Street) and East Street. Includes addresses: 401 - 405 East Street, 310 - 805 East Fourth Street.

36. This Ordinance shall be cumulative of all provisions of ordinances and the Code of Ordinances of the Town of Bloomsburg, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

37. It is hereby declared to be the intention of The Bloomsburg Town Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid, such invalidity shall not affect any remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance.

38. The effective date of this Ordinance shall be July 1, 2024.

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

Attest:

TOWN OF BLOOMSBURG

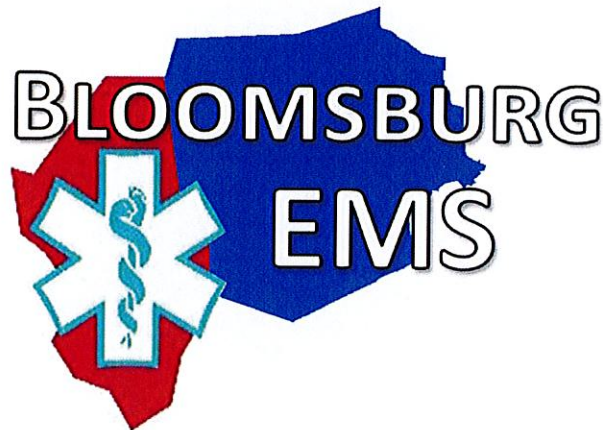
Lisa M. Dooley, Secretary

Justin C. Hummel, Mayor

Emergency Medical Services Monthly Report

For the Month of

May
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.*

Prepared By

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><i>n</i></u>	<u><i>Bloomsburg</i></u>	
Bloomsburg Vol Amb Association (BLS)	334	120	35.9%
Greater Columbia Med Transport (ALS)	<u>259</u>	<u>94</u>	<u>36.3%</u>
	593	214	36.1%

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

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

BVAA - Top 10 Complaints



GCMTS - Top 10 Complaints



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

	<u><i>Primary</i></u>	<u><i>Mutual Aid</i></u>	
Bloomsburg Vol Amb Association (BLS)	291	43	15%
Greater Columbia Med Transport (ALS)	<u>224</u>	<u>35</u>	<u>16%</u>
	515	78	

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

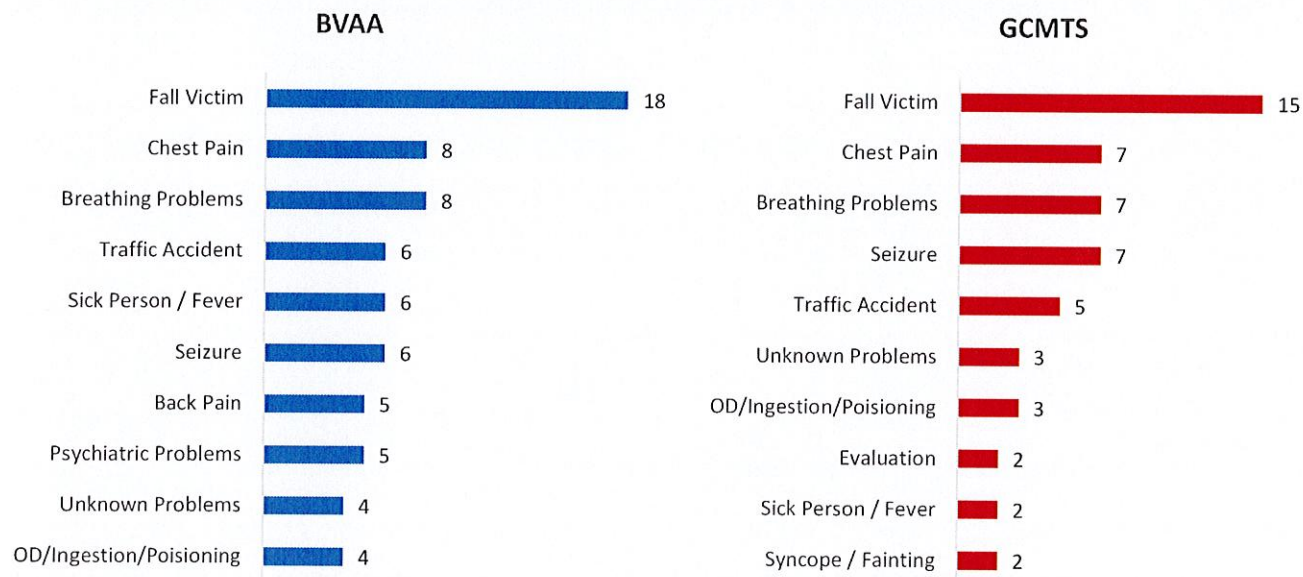
	<u><i>n</i></u>	<u><i>Bloomsburg</i></u>	<u><i>Other MCD</i></u>
Bloomsburg Vol Amb Association (BLS)	372.4	88.4	284.1
Greater Columbia Med Transport (ALS)	<u>232.8</u>	<u>69.2</u>	<u>163.6</u>
	605.2	157.5	447.7

Analytics for the Town of Bloomsburg

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

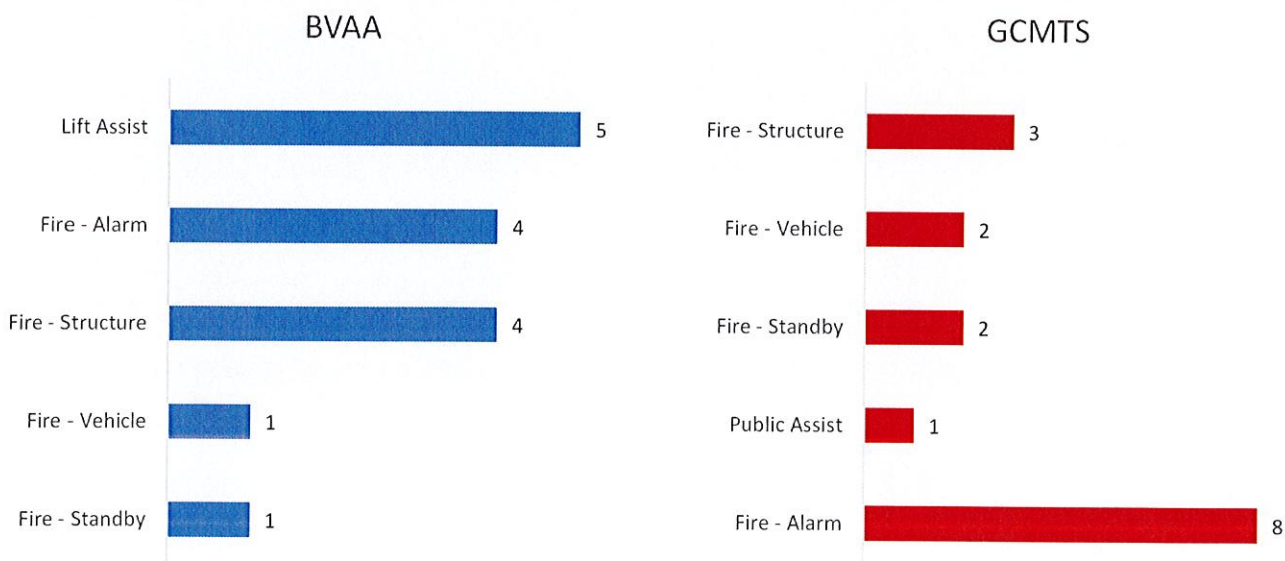
Bloomsburg Vol Amb Association (BLS)	<i>Fall Victim</i>	<u>n</u> 18
Greater Columbia Med Transport (ALS)	<i>Fall Victim</i>	15

Top 10 Complaints in the Town of Bloomsburg



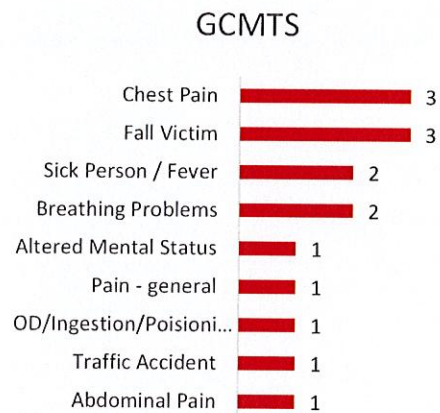
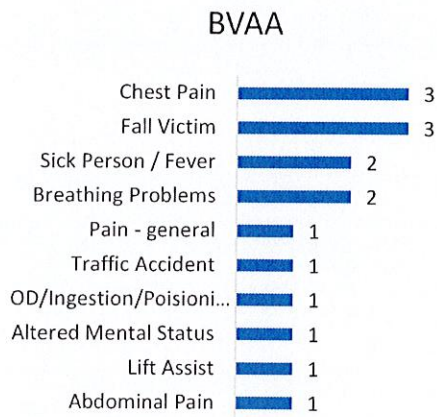
The number of community service calls dispatched in the Town of Bloomsburg.

Bloomsburg Vol Amb Association (BLS)	<u>Bloomsburg</u> 15
Greater Columbia Med Transport (ALS)	<u>8</u> 23



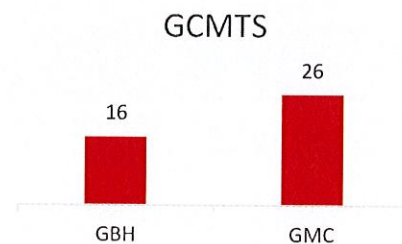
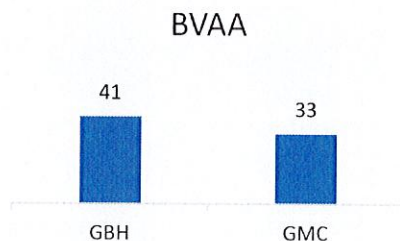
The number of EMS calls missed in the Town of Bloomsburg due to commitment on prior incidents dispatched by the East Central Emergency Network 911 Center for this reporting period.

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

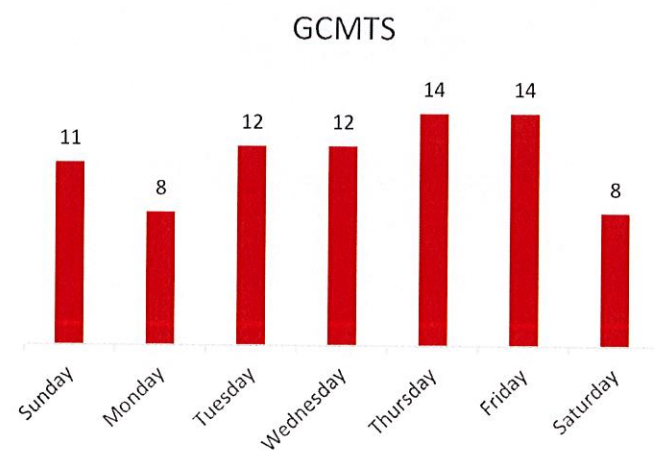
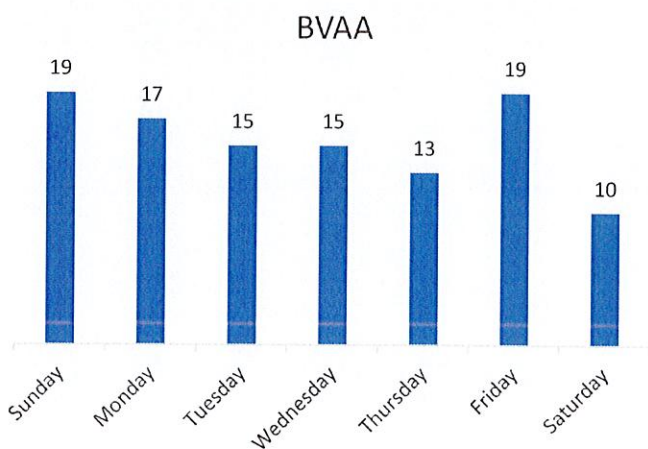
$$\begin{array}{r} \underline{n} \\ 12 \\ \underline{12} \\ 24 \end{array}$$


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

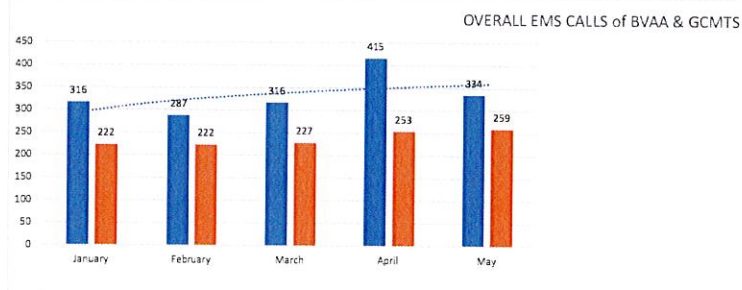
Bloomsburg Vol Amb Association (BLS)
Greater Columbia Med Transport (ALS)

$$\begin{array}{r} \underline{n} \\ 74 \\ \underline{42} \\ 116 \end{array}$$


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



	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTALS			
Overall	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS		
EMS Calls	316	222	287	222	316	227	415	253	334	259															1,668	1,183		
Primary Area	278	193	261	204	278	197	360	214	291	224															1,468	1,032		
Secondary Area (MA)	38	29	26	18	38	30	55	39	43	35															200	151		
Destination																												
GBH	98	37	86	40	114	31	124	55	116	50																538	213	
GMC	81	47	73	47	77	44	107	65	88	63																426	266	
GWV																										0	0	
GSACH																										0	0	
LVH-N																										0	0	
LZ																										0	0	
UPMC																										0	0	
Other	1	1	0	1	1	0	5	1	0	1																7	4	
Total	180	85	159	88	192	75	236	121	204	114																971	483	
Hours on the Job	267.0	221.9	250.7	193.5	241.4	200.7	345.2	228.5	372.4	232.8																1,476.7	1,077.4	
Busiest Weekday	TUE	SUN	THR	SUN	SAT	SUN	SUN	SUN	FRI	SUN																	1,476.7	1,077.4
Top Monthly Complaint	35	24	41	28	50	34	52	33	47	35																225	154	
Town of Bloomsburg																												
EMS Calls	105	74	120	98	135	140	163	100	120	94																643	506	
Medical	80	57	90	77	101	79	128	85	93	74																		
Community Service	19	11	16	9	20	12	24	8	15	8																		
Missed	6	6	14	12	14	13	11	7	12	12																		
Destination																												
GBH	38	13	44	19	48	16	54	28	41	16																		
GMC	16	10	19	17	23	11	30	21	33	26																		
Coroner																												
Other	0	0	0	1	0	0	0	0	0	0																		
Total	54	23	63	37	71	27	84	49	74	42																346	178	
Hours on the Job	67.5	71.7	73.0	61.2	84.1	66.2	99.6	68.6	88.4	69.2																		
Busiest Weekday	SAT	SUN	SUN	SUN	SAT	SUN	SUN	SUN	FRI	SUN																		
Top Monthly Complaint	17	9	14	15	21	12	16	12	18	15																		



Town of Bloomsburg
Civil Service Commission
Certified Eligibility List
Date: 06/17/2024

<u>Rank</u>	<u>Name</u>	<u>Final Score</u>
1	Shampanore	83.83%
2	Cicccone	81.495%
3	Lynn	72.165%
4	Gonzales	70.33%

INVOICE

Mark Conner Electric LLC
1130 Ridge Rd
Bloomsburg, PA 17815

mconner@markconnerelectric.com
(570) 336-5237

JUN 3 2024



BLOOMSBURG PUBLIC WORKS:24BPW012

Bill to
24BPW012
Town of Bloomsburg
301 East 2nd St
Bloomsburg, PA 17815

Invoice details

Invoice no.: 240528-1
Terms: Net 30
Invoice date: 05/28/2024
Due date: 06/27/2024

Job Description: Grounding North Penn

#	Product or service	Description	Qty	Rate	Amount
1.		APP 306837-27 GROUNDS APP 306946-16 GROUNDS APP 306730-9 GROUNDS APP 306838-19 GROUNDS APP 306779-18 GROUNDS APP 306915-19 GROUNDS APP 306950-10 GROUNDS APP 306928-9 GROUNDS			
2.	Jensen Foreman	Foreman Hrs Jensen Thivierge	30.5	\$75.00	\$2,287.50
3.	Jonathan Stone	Level 2 Electrical Hours Jonathan Stone	30.5	\$65.00	\$1,982.50
4.	Mark Superintendent	Mark Conner Hours	7.5	\$75.00	\$562.50
5.	Bucket Truck F450	Bucket Truck Usage	30.5	\$75.00	\$2,287.50
6.	Parts and Material	Parts and Material	1	\$3,458.21	\$3,458.21

Total

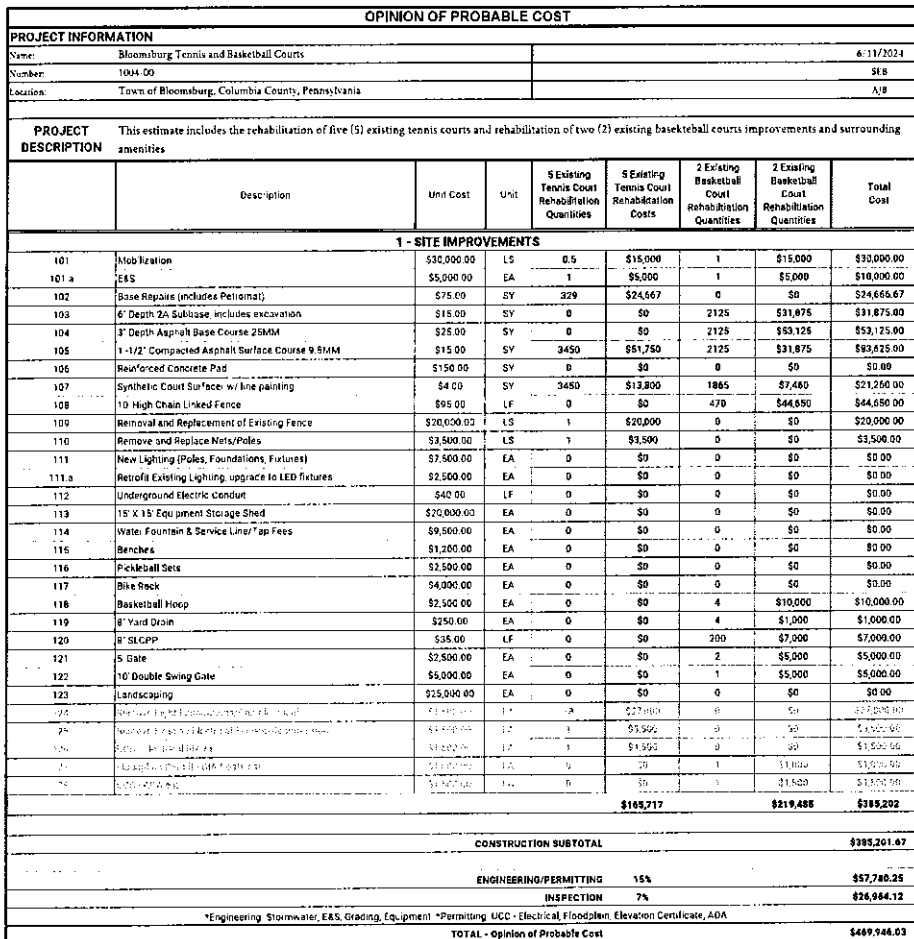
\$10,578.21

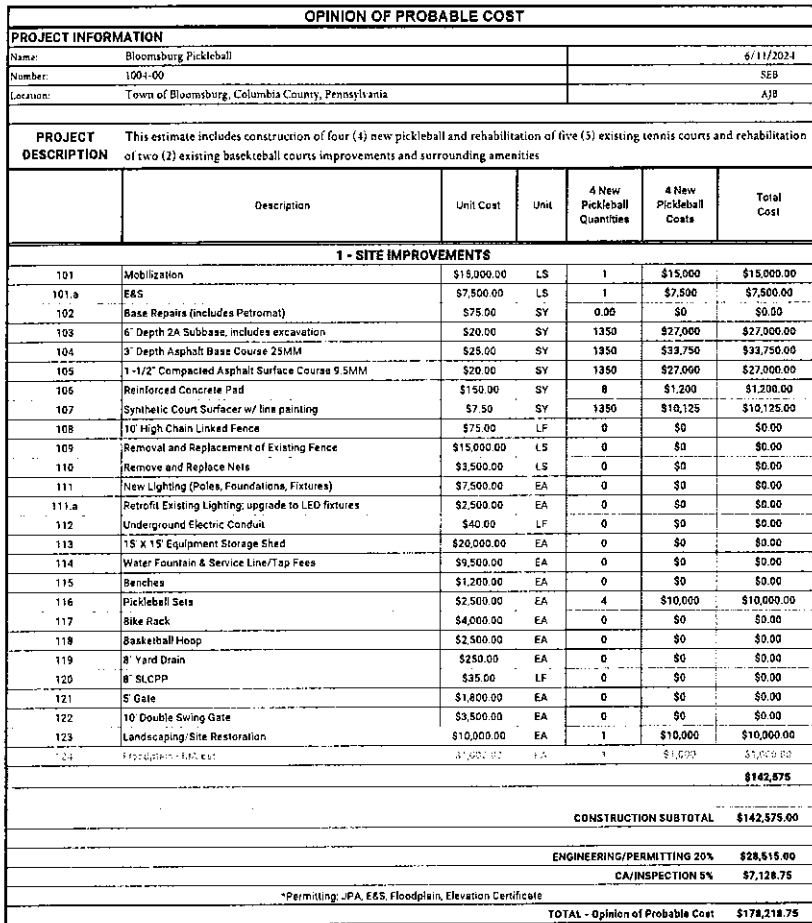
Court Comparison Project

June 21, 2024

	Pickleball	Tennis Courts	Tennis Courts with replacement LED lights	Basketball	Grand Total
Keystone Sports Construction- Construction	\$ 155,000.00	\$ 376,797.38	\$ 525,141.75	\$ 295,512.05	\$ 1,352,451.18
Keystone Sports Construction- Engineering	\$ 49,411.76				\$ 49,411.76
Total per project	\$ 204,411.76	\$ 376,797.38	\$ 525,141.75	\$ 295,512.05	\$ 1,401,862.94
LIVIC Civil- Bid Estimated Construction	\$ 142,575.00	\$ 165,717.00		\$ 219,485.00	\$ 527,777.00
LIVIC Civil- Engineering	\$ 35,643.75	\$ 36,457.74		\$ 48,286.70	\$ 120,388.19
Total per project	\$ 178,218.75	\$ 202,174.74		\$ 267,771.70	\$ 648,165.19
Difference	\$ 26,193.01	\$ 174,622.64		\$ 27,740.35	\$ 753,697.75

* Off \$0.41 from quote







Town of Bloomsburg Pickleball Courts
Progressive Design Build Agreement

DATE OF AGREEMENT: June 19, 2024 **#864344**

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

DESIGN-BUILDER: Keystone Sports Construction
1100 Schell Lane, Suite 104
Phoenixville, PA 19460

PROJECT ADDRESS: Streater Field, 1285 W McClure Boulevard, Bloomsburg, PA 17815

Keystone Sports Construction is pleased to present the following Progressive Design Build Agreement. Progressive Design-Build allows an Owner to complete a Design-Build project in two phases.

WHEREAS, Town of Bloomsburg (hereinafter "OWNER") wishes to have four (4) pickleball courts constructed at one (1) recreational sports facility along with the associated drainage, grading, and site improvements in keeping with the Scope of Work described herein, and as otherwise may be agreed upon in writing by the parties hereto (the "Project");

AND WHEREAS, OWNER intends to retain the services of Gold Standard Consulting, LLC d/b/a Keystone Sports Construction (hereinafter "KEYSTONE") for the purposes of designing and installing the facilities as described herein;

Phase 1 Services: Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as set forth in the Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and OWNER to establish the Contract Price for Phase 2.

Design-Builder's Compensation for Phase 1 Services as set forth herein: **\$49,411.76**

DRAW #1: 65% of Phase 1 cost due upon signing of the contract (non-refundable)

DRAW #2: 35% of Phase 1 cost due upon completion of the completeness review with the municipality.



Phase 2 Services: Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, and commissioning of the Project, and the provision of warranty services. The final construction scope of work, terms and conditions shall be issued as an addendum to this agreement after the completion of Phase 1 and all selections have been finalized.

Phase 2 Opinion of Probable Cost:

\$145,000 – \$155,000

Phase 2 – Fixed Cost Portion of Total Cost:

Pickleball Court Surfacing, Color Coating, Line Striping, and Net Assemblies: **\$29,592**

The "Opinion of Probable Cost" (OPC) is an ESTIMATE - based upon our assumptions and conversations to date. The final price for construction will depend upon options selected, degree of change to the stormwater management requirements and structure, and level of finishes selected, among other variables.

The pricing for the "Fixed Cost Portion of Total Cost" items will be maintained through the remainder of the 2024 calendar year.

Owner's Project Criteria Detailed Scope of Work for Phase 2:

BASE SCOPE OF WORK			
Item	Description	Quantity	Units
A	General Conditions		
1	Project Management	1	LS
2	Mobilization	1	LS
3	Construction Layout	1	LS
B	Erosion and Sediment Control		
1	12" Silt Sock	200	LF
2	Stone Construction Entrance	150	SY
3	Concrete Washout	1	EA
C	Bulk Earthwork		
1	Strip Topsoil to Stockpile	34	CY
2	Strip Topsoil to Export	100	CY
3	Bulk Cut to Export	89	CY
4	Fine Grade Subgrade	800	SY
D	Asphalt Paving		
1	Stone Base, 6" Depth	264	TN
2	Fine Grade Stone Base	800	SY
3	Asphalt Base Course, 2.5" Depth	800	SY
4	Pickleball Net Post Footers and Center Anchors	4	SET
5	Asphalt Wearing Course, 1.5" Depth	800	SY
E	Court Surfacing and Color Coating		
1	Supply and Install Two (2) Coats of Resurfacer	7,200	SF
2	Supply and Install Pickleball Court Color Coating (two (2) coats of AS SELECTED color coat for the inbounds area, two (2) coats of AS SELECTED color coat for non-volley area, and two (2) coats of AS SELECTED color coat for the out of bounds area)	1	LS
3	Supply and Install White Pickleball Lines	4	EA
4	Supply and Install Pickleball Nets, Black Net Posts, and Center Straps	4	SET
F	Restoration		
1	Remove Filter Sock	200	LF
2	Remove Stone Construction Entrance	1	LS
3	Respread Topsoil at Disturbed Areas	1,800	SF
		Total Base Project Cost	\$145,000 - \$155,000
Z	Voluntary Alternate Options	Initial Next to Option(s) Selected	
Z1	Add for Payment and Performance Bonds	1.5% of Total Contract Price	

General Conditions

- KEYSTONE shall have all design and construction services performed, and provide all material, equipment, tools, and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.
- The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the Contract Time(s) (defined below) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, KEYSTONE and OWNER shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed.
- This Agreement shall be binding upon the parties and their respective successors, assigns, and personal representatives. Neither party shall assign its or his/her rights or interest in this Agreement without the written consent of the other.
- This Agreement constitutes the entire and integrated Agreement between the OWNER and KEYSTONE, and supersedes all prior negotiations, representations, or agreements, whether written or oral except as are specifically incorporated by reference. This Agreement may not be amended except by written instrument signed by both the OWNER and KEYSTONE.
- In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- All work shall be done in compliance with all federal, state, and local laws, rules, and regulations to include all applicable building codes.

1) Contract Time:

The work shall commence within ten (10) days of KEYSTONE'S receipt of OWNER'S Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

a) Substantial Completion and Final Completion:

- i) Substantial Completion date shall be established upon issuance of all required permits and the approval of the final construction schedule. ("Scheduled Substantial Completion Date") plus any extensions granted per OWNER approved change order or delays beyond the control of KEYSTONE.
- ii) Final Completion of the work or identified portions of the work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the General Conditions and Scope of Work.
- iii) Liquidated Damages: OWNER and KEYSTONE recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified, plus any extensions granted per OWNER approved change order or delays beyond the control of KEYSTONE. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and KEYSTONE agree that as liquidated damages for delay (but not as a penalty) KEYSTONE shall pay OWNER in accordance with the following schedule for each day that expires after the substantial completion date:
 - (1) Five Hundred Dollars (\$500.00) per calendar day.
- iv) In the event of delay of Substantial Completion or breach of this Agreement, neither party shall be permitted to seek recovery of any consequential damages, including loss of use or loss of income, that may result.

2) Phase 1 Scope of Work:

Upon the final acceptance of this agreement, KEYSTONE will contract with ELA Group, Inc./ELA Sport (hereinafter "ELA") to perform all civil/site engineering and land surveying services related to the proposed improvements. The Scope of Services described below are for the site design, engineering, and regulatory agency requirements to obtain permit approvals necessary for construction implementation.

a) Topographical Survey and Basemapping:

ELA will facilitate a surveyor licensed in the Commonwealth of Pennsylvania to perform:

- i) Topographic survey of the area of the proposed work. Information obtained shall meet the requirements of the Town of Bloomsburg (Town). Include any utilities located by the utility locator and have a limited boundary survey to tie the proposed work in accordingly.

- ii) Deed and covenant research to see what easements may be in place on the property.
- iii) Produce a signed and sealed copy of the survey for issuance to the team.

b) Geotechnical Testing:

ELA Group, Inc. will facilitate a Geotechnical Engineering Consultant to perform infiltration testing consisting of two (2) test pits with two (2) infiltration tests per pit for NPDES permitting requirements. The Geotechnical Engineer will provide results within a project report. Additional tests required beyond those enumerated herein will be completed if authorized as an additional service.

c) Underground Utility Location:

ELA will coordinate with an Underground Utility Location Consultant to perform investigation on the site over which proposed improvements are currently proposed to locate underground utility lines. Utilities will be marked on the surface using spray paint and flagging for the project surveyor to locate and place on the project survey.

d) Stormwater Management Planning and Permitting:

A Storm Water Management Plan and Town approval is required prior to issuance of any permit for construction, or commencement of any development or earth disturbance activities. Storm Water Management Planning will utilize methods of calculation and design specified in the Township Ordinance.

- i) Prepare the Land Development/Stormwater Management Permit Application submission package to include construction drawings, reports, and supplemental data as follows:

(1) Construction Drawings ("Stormwater Permit Plans"):

- (a) Cover Sheet (Including Certificates, Standard Notes, Project, and Site Data).
- (b) Existing Conditions/Demolition Plan.
- (c) Improvement/Site Layout Plan.
- (d) Grading and Drainage Plan.
- (e) Erosion and Sediment Control Plan and Narrative.
- (f) Stormwater Management Facility Construction Details.
- (g) Site Improvement Details.

(2) Reports and Supplementary Data:

- (a) Stormwater Management Report and Calculations.
- (b) Stormwater Permit Application.
- (c) Cover Letter and Project Narrative.

All application, filing, escrow, review, and other fees for application are included in the Design-Builder's Compensation for Phase 1 Services.

- ii) During the review process, respond to review comments generated by the Township Engineer and other agencies having authority. Revise the plans, report, and calculations, supply additional information (when required), and resubmit revised plans, reports, and documentation to the Town.
 - iii) The scope of services has been prepared to assume a maximum of one (1) review and resubmission to the Town as necessary to address technical review comments. Additional revisions and resubmissions resulting from requirements beyond the provisions of the Ordinance requirements, prior direction provided by the Township Engineer or Town staff, or changes to the project improvements by the Owner following Schematic Design may be considered as an Extra Service.
 - iv) The scope of revisions included in this PSA is limited to minor comments by the Town Authorities. Any revisions that require reconfiguration of the site layout or major regrading or are programming changes by the Owner are to be considered Additional Services.
- e) Flood Plain Permit and Analysis
- The project site is within the "AE" zone and has particular restrictions for construction. The most significant restriction is that the flood elevations cannot be raised with the new construction. To confirm this requires complete site design then preparation of a flood report that must be reviewed by the appropriate agencies. Depending on their review, a permit may be issued, or they may require review at the State and Federal level. The site will be designed to avoid the latter and our scope of services includes local review only. If Federal or State review is required, that permitting would be done as an additional service.
- f) Erosion and Sedimentation Control Permitting:
- ELA will prepare an Erosion and Sediment Control Plan in accordance with PADEP Chapter 102 requirements because the project will disturb more than 5,000 SF of total site area. Approval of an Erosion and Sediment Control Plan by the County Conservation District is also required as part of the Town Storm Water Management review/permit. Erosion and Sediment Control Permitting includes the following:
- i) Attend a pre-application meeting with the County Conservation District in order to establish acceptability of design, coordinate required submission components, and review all other required compliance components.

- ii) Prepare the Erosion and Sediment Control Plan for the project site in accordance with DEP Chapter 102 regulations and the DEP Erosion and Sediment Pollution Control Manual.
- iii) Prepare the project narrative and supporting calculations, drainage area maps, standard worksheets, details, and other information as required to support the Erosion and Sediment Control Plan.
- iv) Prepare and submit the required Conservation District Application with the required number of plans, reports, and supporting documentation to the County Conservation District for technical review.
- v) If the County Conservation District should make the formal determination that submission to the Department of Environmental Protection (DEP) is required for the Erosion and Sediment Control Permitting, the coordination associated with this, including meetings, potential design changes, additional documentation, and the like, will be considered an Additional Service. The involvement of DEP, for Erosion and Sediment Control Permit approval, increases the overall review period, technical requirements, and design elements of the project.
- vi) During the review process, revise the plans, calculations, and supporting documentation when required to address technical review comments. If required, attend one (1) meeting with the Conservation District to review the plan comments and discuss possible resolutions.
- vii) Coordinate with the Conservation District and the Owner during the review process.
- g) Construction Documents:

ELA will prepare construction documents for the project. The construction documents will incorporate the E&S/NPDES permit drawings and will generally include project construction details and construction specifications for construction implementation.
- h) Construction Administration:

ELA will provide construction administration activities during construction that will include response to contractor requests for information/clarification, construction revision sketches, on-site construction observation which will also cover the needed critical stages of construction inspections and E&S Notice of Termination inspection for the E&S / NPDES permit requirements. Construction on-site observation is expected to be on a scheduled consistent time based on duration of construction not to exceed Two (2) site visits during the project. If additional on-site visits are required, additional services will need to be authorized for ELA to perform the work.

3) Exclusions:

- a) Any substantive work related to the above scope of services resulting from changes to the site program/scope. This includes any work related to providing additional parking lot spaces if the Township requires the spaces lost to the structure to be replaced.
- b) Zoning permit or zoning variance applications.
- c) Preparation and submission of a Land Development Plan.
- d) Work related to off-site improvements, including storm water, utilities, traffic signals or roadway improvements.
- e) Work related to approvals and permitting of off-site materials disposal.
- f) Services related to full wetland delineation and any wetland encroachment permitting.
- g) Boundary survey
- h) Preparation of legal descriptions or drawing exhibits to accompany legal agreements.
- i) Any geotechnical testing or inspection during and or post construction.
- j) Rock excavation, removal, and disposal
- k) Landscaping including but not limited to tree/stump removal and plantings.
- l) Contaminated soils removal disposal
- m) Relocation of any data lines, gas lines, water lines, electrical lines, and sewer lines.
- n) Utility fees
- o) Unsuitable soils and/or groundwater remediation
- p) Lime, lime slurry, and cement-stabilized subgrade treatments
- q) Site security
- r) Scoreboard, timekeeping, and communication system components.
- s) Traffic impact study
- t) Mobilization and de-mobilization in greater occurrence than the one (1) mobilization anticipated.
- u) Bonds and/or bonding costs, unless otherwise noted.
- v) Design considerations related to the results of the floodplain analysis. Pricing for Phase 2 Services is based on a standard court paving detail of a 6" stone base, 2.5" asphalt binder course, and 1.5" asphalt wearing course. This detail is subject to change based on the stormwater requirements determined during the floodplain analysis.

4) Special Conditions:

- a) **INFORMATION AND RESPONSE:** OWNER will promptly respond to all KEYSTONE requests for information and requests for issuance of change orders, and in so doing, provide KEYSTONE with full and complete disclosure to ensure project continuity and minimize delays.
- b) **ACCESS:** Once the work commences, KEYSTONE is to have full, direct, and easy access and right of way to the Project Site Location. OWNER is responsible to provide clear, stable, appropriate, and safe access to and from the Project Site Location. A staging area will be made available by OWNER to KEYSTONE within reasonable proximity to the Project Site Location.
- c) **UNDERGROUND SERVICES OR OBSTRUCTIONS:** OWNER will be solely responsible for all costs associated with removal/relocation of any above ground or underground obstructions such as

hazardous materials or any unidentified substances, utilities, or services (except those utilities identified by KEYSTONE /OWNER), which will impede or hinder the performance of the Scope of Work or access to the Project Site Location.

- d) **LIGHTING, ELECTRICITY & FACILITIES:** Existing lighting (if required), use of existing permanent electrical power, facility restrooms and access are to be provided and maintained by OWNER for KEYSTONE use during its performance of the Scope of Work at the Project Site Location. All such utilities or facilities will be supplied at no cost to KEYSTONE and will not be the subject of a credit or chargeback to this Supply and Installation Contract.
- e) **DELIVERY:** Any materials, including without limitation, pickleball court materials, tools, equipment, or other sundry items delivered to OWNER by KEYSTONE prior to the Commencement Date shall be deemed to be under KEYSTONE care, custody, and control, and as such, KEYSTONE is at full risk regarding material quantity reconciliation and the replacement of lost or stolen materials. All materials, including without limitation, pickleball court materials, tools, equipment, or other sundry items so delivered by KEYSTONE shall remain the property of KEYSTONE pending substantial completion of the Scope of Work and payment in full of the contract price. KEYSTONE agrees to name OWNER as additional insured and maintain liability limits of one million dollars (\$1,000,000) per occurrence and Certificates of Insurance shall be provided upon execution of this Agreement. Proof of insurance and of additional insured certificate shall be provided to OWNER upon request, and that all applicable and requisite insurance be maintained for the life of the Project and any applicable warranty periods.

5) Suspension of Services:

If OWNER fails to make payments when due or otherwise is in breach of this Agreement, KEYSTONE may suspend performance of services. In the event KEYSTONE is or has performed services for OWNER on projects other than the undersigned project and through no fault of KEYSTONE the OWNER fails to make payments in accordance with the terms of the other project agreements, KEYSTONE may, upon ten (10) days written notice to OWNER, suspend performance of services under this agreement. KEYSTONE shall have no liability whatsoever to OWNER for any costs or damages because of such suspension caused by any breach of our Agreement by OWNER. Upon payment in full by OWNER, KEYSTONE shall resume services under our Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for KEYSTONE to resume performance. OWNER reserves the right to terminate this Agreement and/or KEYSTONE'S work on the Project upon convenience (with or without cause) with fourteen (14) day's written notice of termination provided to Keystone. Upon termination for convenience, OWNER shall be responsible for payment to Keystone for all costs demonstrated to be incurred up to and including KEYSTONE'S final day of work.

6) Force Majeure:

Neither party shall hold the other responsible for damages caused by acts of God, strikes, lockouts, accidents, or other events beyond the other's control.

7) Additional Information:

Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional information, instruments and documents which may be necessary and proper to carry out the terms of this agreement.

8) Adverse Weather Delay:

Shall be quantified, recorded, and qualified for any monthly total exceeding normal weather occurrences as recorded by on-site weather data station or closest NOAA Weather Station. Adverse Weather Delays are considered for any weather event that deviates from the normal duration, rate, frequency or other normal as recorded by historic weather data services. Date of substantial completion shall be adjusted accordingly and based upon the approval of the submitted delay request.

9) Independent Contractor Relationship:

Nothing in this Agreement shall be construed as an Employment Agreement nor shall any services provided hereunder be provided or interpreted as provided in the capacity of an employee or agent of OWNER. The Independent Contractor though obligated by this Agreement, remains free to perform similar or additional services to other entities.

KEYSTONE acknowledges and agrees that they shall be responsible for the payment of any/all Federal, State, and Local taxes; Social Security and FICA withholding; and/or any/all other deductions required by Local, State or Federal Law, from any compensation paid for the services rendered. KEYSTONE acknowledges and understands that OWNER will not withhold any such taxes on his behalf and agrees to hold OWNER harmless for any failure on the Independent Contractor's part to pay such taxes and withholdings.

KEYSTONE agrees that they are responsible for their own workers' compensation coverage as it is not an employee of OWNER and may purchase such coverage at their discretion.

10) Sub-contractual Relationships:

By appropriate agreement, written where legally required for validity, KEYSTONE shall require each Subcontractor, to the extent of the work performed by the Subcontractor, to be bound to KEYSTONE by the terms of the Contract Documents, and to assume toward KEYSTONE all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which KEYSTONE, by these Documents, assumes towards OWNER. Each subcontract agreement shall preserve and protect the rights of OWNER under the Contract Documents with

respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefits of all rights, remedies, and redress against KEYSTONE that KEYSTONE, by the Contract Documents, has against OWNER. Where appropriate, KEYSTONE shall make available each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. There shall never be a circumstance in which there is deemed to be privity of contract relationship between any Subcontractors or Sub-subcontractors and OWNER.

11) Dispute Resolution:

The sole and exclusive method for binding dispute resolution shall be litigation in the Court of Common Pleas of Columbia County, Pennsylvania, pursuant to the Rules of Civil Procedure. All matters subject to this method of binding dispute resolution relative to claims arising under or relative to this Agreement shall be determined under the laws of the Commonwealth of Pennsylvania.

12) Representative of Parties:

An individual from each party should be named and identified in the Agreement as the point of contact to maintain consistency in communication between the parties.

13) Notice:

All notices permitted, required, or provided for by this Agreement shall be made in writing, and delivered by only electronic mail or overnight messenger with delivery confirmation to the following addresses:

If to: Town of Bloomsburg
ATTN: Lisa Dooley
301 E 2nd Street
Bloomsburg, PA 17815
ldooley@bloomsburgpa.org

If to: Keystone Sports Construction
ATTN: Benjamin Seleznow
1100 Schell Lane, Suite 104
Phoenixville, PA 19460
ben@keyssc.com

14) Indemnification:

To the fullest extent permitted by law, KEYSTONE shall defend, release, indemnify and hold harmless OWNER and its successors and assigns, and its officers, directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, causes of action, suits or any other rights that may inure to KEYSTONE as a result of and/or in relation to the performance of the contracted services addressed by this Agreement and/or any other work performed for OWNER by KEYSTONE, including any and all expense, legal or otherwise, incurred by OWNER in the defense of any such claim or the enforcement of this Article.

15) Warranty:

KEYSTONE warrants to OWNER that all materials and equipment furnished under this Agreement and the Contract Documents shall be new, unless otherwise specified, and that all work shall be performed in a workmanlike manner and shall be of good quality, free from faults and defects and in conformance with this Agreement and the Contract Documents. All work not so conforming to these standards may be considered defective or nonconforming. Any defects discovered within a one (1) year warranty period, commencing on the date of final completion, shall be repaired by KEYSTONE at no additional cost to OWNER. If required by OWNER, KEYSTONE shall furnish satisfactory evidence as to the kind and quality of materials and equipment utilized.

The warranty provided in this section shall be in addition to, and not in limitation of, any manufacturer's warranty or any other warranty or remedy that is provided by law or by this Agreement.

16) Aluminum and Steel Products Act:

KEYSTONE shall comply with the Aluminum and Steel Products Act and, in accordance with the Act, KEYSTONE shall not purchase or permit to be furnished any aluminum or steel products made in a foreign country which has been determined as discriminatory.

17) Human Relations Act:

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors, and others. KEYSTONE shall comply with the provisions of this Act, as amended.

18) Defective or Non-Conforming Work or Materials:

OWNER representatives shall be entitled to inspect the work and materials at any time, and any defective or nonconforming work or materials may be rejected by OWNER; and, if rejected, shall be remedied by KEYSTONE at no cost to OWNER.

19) Bonds:

Pursuant to 8 P.S. §93, 24 P.S. §7-756 and 24 P.S. §7-757, prior to the commencement of work, KEYSTONE shall provide OWNER a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, and a maintenance bond in the amount of 100% of the contract price. The maintenance bond shall remain in place for 1 year from the date of final completion. All bonds shall be provided by a bonding/surety company that is acceptable to OWNER.

20) Competent Workmen:

KEYSTONE shall only utilize competent workmen. No workmen shall be regarded as competent, except those who are duly skilled in their respective branches of labor and that are paid such wage rates as are being paid to other workers doing similar work in the locality where the work is being performed.

21) Lien Waiver:

In accordance with applicable Pennsylvania Law, KEYSTONE hereby specifically waives the right to file any mechanics or other lien or claim against OWNER or its property for work done or material furnished under this Agreement and the Contract Documents. KEYSTONE further agrees to take any necessary action to prevent a subcontractor from filing any mechanics or other lien or claim against OWNER or its property for work done or material furnished. KEYSTONE agrees to execute a Mechanic's Lien Waiver, to be filed with the Prothonotary of the County within ten (10) days of the execution of this Agreement, and any other documents that OWNER deems necessary to effectuate the terms of this provision.

22) Clearances:

KEYSTONE employees, subcontractors, and all employees who will be present on OWNER property shall provide criminal history (including FBI) clearances and child abuse clearances to OWNER prior to commencing any Work on OWNER property. Costs for obtaining the required clearances and copies shall be the responsibility of the individual and not OWNER. All clearances must be kept up to date and current for as long as the individuals are on OWNER property. OWNER reserves the right to reject any person based on the results of any criminal background check or child abuse history check.

23) Savings Clause:

All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the parties.

24) Entire Agreement/Amendments:

There are no understandings between OWNER and KEYSTONE regarding this Agreement and the Contract Documents other than those set forth in this Agreement and the Contract Documents and there have been no promises, inducements, or commitments made which are not explicitly set forth therein. The Agreement and Contract Documents may be amended, modified, or waived only by written agreement approved by OWNER at an advertised, public meeting held in compliance with the requirements of the Pennsylvania Sunshine Law.

25) Construction Contingency:

It is advised that the OWNER maintain a contingency account throughout the term of the contract. This account should contain liquid funds equal to 15% of the Contract Sum. The OWNER should anticipate that any of the following scenarios may happen:

- (1) The design may change due to findings uncovered during testing and survey.
- (2) The design may change due to direction from regulatory authorities.
- (3) The design may change due to unforeseen existing conditions.
- (4) The design may change due to voluntary request by OWNER.

KEYSTONE does not guarantee that the Township or County Conservation District will endorse or approve the application or that the improvements can be constructed in the desired location or configuration. It is important to note that any changes mandated by the Township, County Conservation District, or any other regulatory authorities may impact project costs and timelines. KEYSTONE advises OWNER to maintain a construction contingency account.



In executing this Agreement, OWNER and KEYSTONE each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the corporate approvals to execute this Agreement, and perform the services described herein.

DESIGN-BUILDER

Name of Design-Builder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OWNER

Name of Owner: _____

Signature: _____

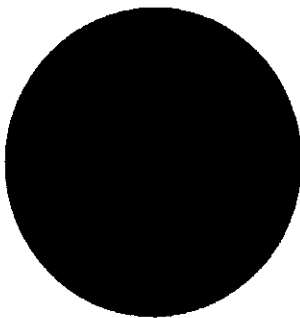
Printed Name: _____

Title: _____

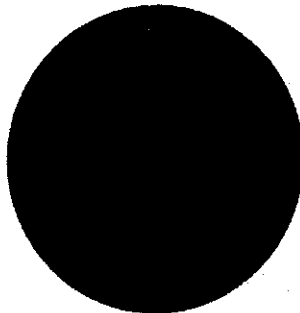
Date: _____

ENVIRONMENTALLY RESPONSIBLE • ASBESTOS FREE • MERCURY FREE

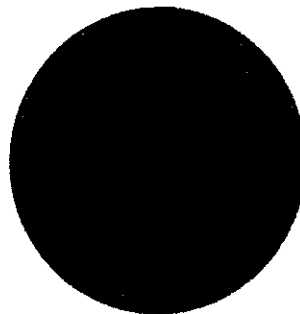
SPORT SURFACES



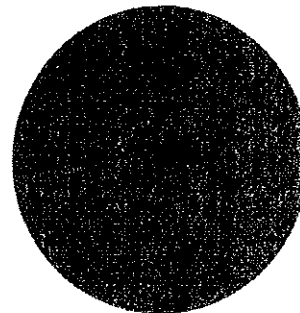
#4SB STADIUM BLUE



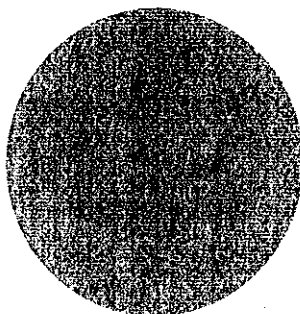
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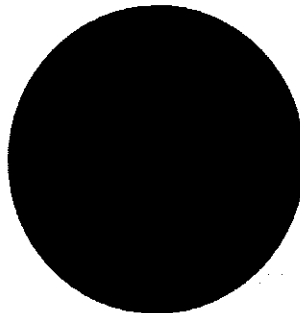
#2 RED



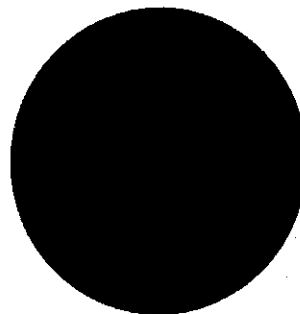
#12 SAND DUNE



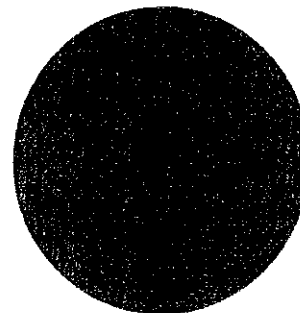
#6 GREY



#9 NOVA GREEN



#10 BURGUNDY



#4 BLUE

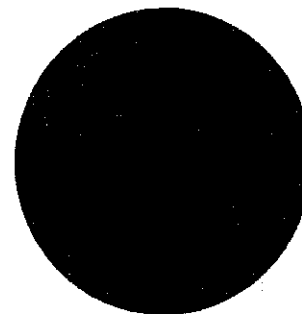
These are digital representations of the 11 standard Nova colors.

Contact info@novasports.com for a physical color swatch sample.

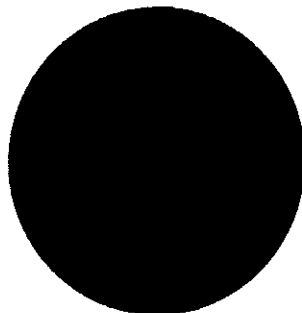
Custom colors* available upon request.
*minimum quantity may be required.



#11 CLASSIC GREEN



#3 TERRA COTTA



**#7 BROWN
field mix**





Account Service Contact Sheet

KEYSTONE:

Managing Member: Christopher W. Wright

Cell: (484) 904-7853

Email: Chris@KeySSC.com

Managing Member: Russell H. Lyddane II

Cell: (610) 717-7571

Email: Russell@KeySSC.com

President : Benjamin Seleznow

Cell: (631) 241-0568

Email: Ben@KeySSC.com

Vice President of Specialty

Surfacing: Adam Al-Helal

Cell: (484) 620-2882

Email: Adam@KeySSC.com

Operations Manager: Alex Wright

Cell: (484) 802-6000

Email: Alex@KeySSC.com

Regional Sales Manager: Anthony Santonastaso

Cell: (610)-592-5223

Email: Anthony@keySSC.com

Should you have any questions, concerns, or issues please feel free to reach out to anyone at Keystone Sports Construction who has been assigned to handle your account at any time – including after-hours and on weekends. We look forward to providing you with the best sports surfacing and best customer service experience in the industry.

Christopher Wright

Managing Member



Tennis Court Proposal

DATE OF PROPOSAL: April 23, 2024

#781681

PREPARED FOR: Town of Bloomsburg
Lisa Dooley
301 E 2nd Street
Bloomsburg, PA 17815

PREPARED BY: Keystone Sports Construction
Anthony Santonastaso
1100 Schell Lane, Suite 104
Phoenixville, PA 19460

PROJECT ADDRESS: Bloomsburg Town Park, Market Street, Bloomsburg, PA 17815

Keystone Sports Construction is pleased to present the following proposal. This offer includes the site work, supply, and installation of the Novacrylic color coat system for Town of Bloomsburg Tennis Courts Installation project. Prices are based upon COSTARS Contract (COSTARS-14-E23-312) and in accordance with the specifications provided by Lisa Dooley. All pricing herein is based on **prevailing wage rates**.

WHEREAS, Town of Bloomsburg (hereinafter "OWNER") wishes to have five (5) tennis courts installed at one (1) recreational sports facility generally in keeping with the Scope of Work described herein, and as otherwise may be agreed upon in writing by the parties hereto;

AND WHEREAS, OWNER intends to retain the services of Keystone Sports Construction (hereinafter "KEYSTONE"), for the purposes of installing the recreational tennis courts as described herein;

THEREFORE, in consideration for the payment of the total purchase price of:

(Next Page)

BASE SCOPE OF WORK			
Item	Description	Quantity	Units
A	Tennis Court Improvements		
1	Project Management	1	LS
2	Mobilization	1	LS
3	Construction Layout	1	LS
4	Remove and stockpile a section of existing chain link fence for equipment access onto the courts	20	LF
5	Demo and dispose of the existing tennis net assemblies, net post footers, and center anchors	5	SET
6	Mill existing asphalt, 4" depth	3,334	SY
7	Fine grade existing stone base	3,334	SY
8	Supply and install asphalt base course, 3" depth	3,334	SY
9	Supply and install tennis net post footers and center anchors	5	SET
10	Supply and install asphalt wearing course, 2" depth	3,334	SY
11	New asphalt must cure a minimum of thirty (30) days	1	LS
12	Supply and install two (2) coats of resurfacer	30,000	SF
13	Supply and install tennis court color coating (two (2) coats of AS SELECTED color coat for the inbounds area and two (2) coats of AS SELECTED color coat for the out of bounds area)	1	LS
14	Supply and install white tennis court lines	5	EA
15	Supply and install tennis nets, black posts, and center straps	5	SET
16	Re-install the stockpiled section of chain link fence	20	LF
Total Base Project Cost		\$	376,797.38
Z	Voluntary Alternate Options	Initial Next to Option(s) Selected	
Z.1	Add for Payment and Performance Bonds	1.5% of Total Contract Price	
Z.2	Add to supply all materials and labor required to remove the thirty (30) existing light fixtures from the eighteen (18) existing light poles and replace with new LED fixtures	\$	148,344.37

SCOPE OF WORK

KEYSTONE hereby agrees to supply site preparation and install of Novacrylic color coating court playing surface, manufactured by Nova Sports U.S.A., Inc, as required, at the work sites (hereinafter "Project Site Location"), generally in accordance and as further described within the "Scope of Work" set out below and otherwise in keeping with the terms and conditions of this Supply & Installation proposal, the parties hereto agree as follows;

1) **Schedule:**

- a) Commencement Date: TBD
- b) Substantial Completion Date: TBD

2) **Demobilization & Post-Completion:**

- a) Inspection/punch list/close out of Project Site Location with OWNER.
- b) Perform site clean-up inclusive of removal of waste materials and deposit same in a dumpster or other receptacle supplied by KEYSTONE.
- c) Demobilize equipment and labor.

3) Extras:

- a) Any materials and/or services not expressly included in this Scope of Work, are not included within the Proposal price and if requested to be supplied or performed by OWNER in writing, and agreed to by KEYSTONE, shall be deemed an extra to this Supply and Installation Proposal. Said additional materials and/or services shall be supplied and/or performed at a cost to be agreed by the parties hereto in writing.

4) Exclusions:

KEYSTONE has NOT INCLUDED the following items in the Scope of Work and are therefore not reflected in the contract price:

- a) Any item not included within the Scope of Work herein.
- b) Mobilization and de-mobilization in greater occurrence than the one (1) mobilization anticipated.
- c) Engineering and/or design fees including but not limited to the storm water pollution prevention plan.
- d) Due to uncertain stabilization of asphalt, we reserve the right to increase the contract price in an amount equal to our increase subsequent to the date of the contract. This proposal is based on an A.C index of \$598.00.
- e) Full depth mill refers to milling a maximum depth of 4".
- f) Replacement of net post footers assumes the existing asphalt is 4" thick.
- g) New asphalt must cure a minimum of 30 days before the color coating can be installed.
- h) Surface and air temperature must be 50°F and rising for the color coating to be installed.
- a) Owner must supply access to a water supply at the project location.
- b) Payment and performance bonds, unless otherwise noted.
- c) Survey and layout work beyond the work required to ensure compliance of the installation.
- d) Liquidated damages
- e) Compaction testing
- f) Pricing is based on the Novacrylic Standard Colors.
- g) Permits, fees, licenses, sales and use tax.
- h) Rock excavation, removal, and disposal
- i) Unsuitable soils
- j) Groundwater remediation
- k) Lime, lime slurry and cement stabilized sub-grade treatments.
- l) Site security
- m) Scoreboards, timekeeping, and communication system components.
- n) Underground, multi-chamber, extended detention, sand filters and lever spreader systems are excluded.
- o) Extra excavation and aggregate needed if customer decides to change any court elevations from current proposed elevations.

- p) Landscaping including but not limited to tree/stump removal, plantings, topsoil, rake, seed, and straw mulch.

5) Special Conditions:

- a) **INFORMATION AND RESPONSE:** OWNER will promptly respond to all KEYSTONE reasonable requests for information, and in so doing, provide KEYSTONE with full and complete disclosure to ensure project continuity and minimize delays.
- b) **ACCESS:** Once the work commences, KEYSTONE is to have full, direct, and easy access and right of way to the Project Site Location. It is hereby acknowledged and agreed that KEYSTONE is not responsible for any damage as a result of moving men and equipment through any point of entry or access to or from the Project Site Location. OWNER is responsible to provide clear, stable, appropriate, and safe access to and from the Project Site Location. A staging area will be made available by the OWNER to KEYSTONE within reasonable proximity to the Project Site Location.
- c) **UNDERGROUND SERVICES OR OBSTRUCTIONS:** OWNER will be solely responsible for all costs associated with removal/relocation of any above ground or underground obstructions such as hazardous materials or any unidentified substances, utilities, or services (except those utilities identified by KEYSTONE /OWNER), which will impede or hinder the performance of the Scope of Work or access to the Project Site Location.
- d) **LIGHTING, ELECTRICITY & FACILITIES:** Existing lighting (if required), use of existing permanent electrical power, facility restrooms and access are to be provided and maintained by OWNER for KEYSTONE use during its performance of the Scope of Work at the Project Site Location. All such utilities or facilities will be supplied at no cost to KEYSTONE and will not be the subject of a credit or chargeback to this Supply and Installation Contract.
- e) **SUBSURFACE CONDITIONS:** Work requiring stormwater attenuation must have geotechnical testing performed to establish subsurface infiltration rates to design the system properly. This includes limiting conditions such as rock and groundwater, requiring design to avoid those conditions. Both items often vary significantly throughout the Site, and possibilities exist in untested areas that both may be encountered at shallower depths. Suppose the Work requires earthmoving, and groundwater is encountered during construction. In that case, the matter will be reviewed with the Owner, and a cost will be established to remedy the found condition to enable the Work to be properly completed. No work will be done on addressing the groundwater issue without written authorization from the Owner. If the scope of work does not involve earthmoving or subsurface stormwater improvements and simply involves surface repairs

and resurfacing of existing athletic facilities, the Contractor will not be held responsible for any groundwater issues that may arise through no fault of the Contractor.

- f) **UNION LABOR:** OWNER acknowledges and understands that KEYSTONE is an 'open or merit shop' and as such is a non-unionized company. Further, OWNER acknowledges and understands that KEYSTONE has determined and agreed to the Contract Price based on this premise. In the event KEYSTONE'S ability to perform its Scope of Work or access to the Project Site Location is impeded by union activity and KEYSTONE is reasonably required to utilize union labor or pay union wage rates to complete the Project or any aspect of it, such additional labor costs incurred by KEYSTONE, if any, shall be at the expense of OWNER and will be deemed to be an approved extra to the contract price. KEYSTONE to follow Department of Labor requirements.
- g) **DELIVERY:** Any materials, including without limitation, tennis court materials, tools, equipment, or other sundry items delivered to OWNER by KEYSTONE prior to the Commencement Date shall be deemed to be under KEYSTONE care, custody, and control, and as such, KEYSTONE is at full risk regarding material quantity reconciliation and the replacement of lost or stolen materials. All materials, including without limitation, tennis court materials, tools, equipment, or other sundry items so delivered by KEYSTONE shall remain the property of KEYSTONE pending completion of the Scope of Work and payment in full of the contract price. KEYSTONE agrees to name OWNER as additional insured and maintain liability limits of \$1,000,000 (one million dollars) per occurrence.
- h) **PROPOSAL PRICING:** The Scope of Work and Proposal Pricing herein are valid for a period of Sixty (60) calendar days from the date of this proposal. The price is subject to increase if affected by an increase in freight, raw materials, taxes, levies, or any new legally binding imposition affecting the transaction. Negotiations continuing beyond the date and time of expiration shall require the submittal of a separate proposal, at the discretion of Keystone Sports Construction.
- i) **PAYMENT TERMS:**
- DRAW #1 - 30% of total contract price and full bonding costs (if applicable) due upon signing.
 - DRAW #2 - 30% upon mobilization.
 - DRAW #3 - 30% upon completion of paving.
 - DRAW #4 - 10% (remainder/balance) due upon completion.
- j) **ADVERSE WEATHER DELAY:** shall be quantified, recorded and qualified for any monthly total exceeding normal weather occurrences as recorded by on-site weather data station or closest NOAA Weather Station. Adverse Weather Delays are considered for

any weather event that deviates from the normal duration, rate, frequency or other normal as recorded by historic weather data services. Adverse Weather Delays are considered for any 24-hour period that receives greater than 0.1-inch precipitation. Throughout the duration of the Color Coating installation, surface temperatures need to be above 50°F. Delays in excess of normal occurrences shall be submitted for approval and any costs associated with the delay shall be submitted for inclusion in the contract by change order. Date of substantial completion shall be adjusted accordingly and based upon the approval of the submitted delay request.

- k) ACCESS AND EGRESS: Removal/repair to existing asphalt walks/drives/roads/parking lots. –Damage caused to property by KEYSTONE outside the access and egress areas and normal work area around the courts, will be repaired in a proper manner by KEYSTONE. KEYSTONE to provide digital Dropbox folder of entire project start to finish. Walks or drives that are currently damaged or risk compromise or damage are not covered by KEYSTONE. Damage to Access and egress to and from the courts for construction is the responsibility of the owner.
- l) CONSTRUCTION CONTINGENCY: It is advised that the OWNER maintain a contingency account throughout the term of the contract. This account should contain liquid funds equal to 10% of the Contract Sum.
- m) CONFIDENTIALITY: This proposal contains the confidential and proprietary work product of KEYSTONE SPORTS CONSTRUCTION and should not be shared by you with any third parties other than representatives or advisers retained by you with respect to the subject project.



KEYSTONE SPORTS CONSTRUCTION

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OWNER

Signature: _____

Signature for Bonding: _____

If the above line is not signed, we will not order a payment and performance bond for this project.

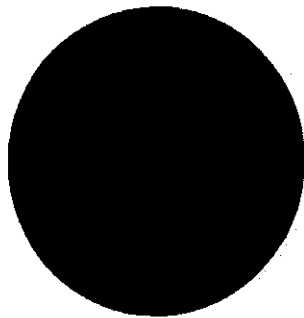
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Title: _____

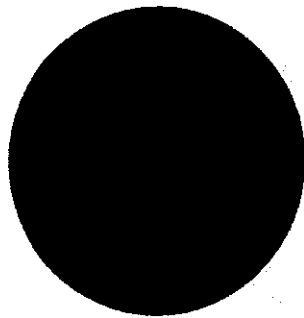
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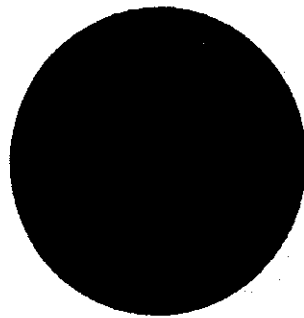
SPORT SURFACES



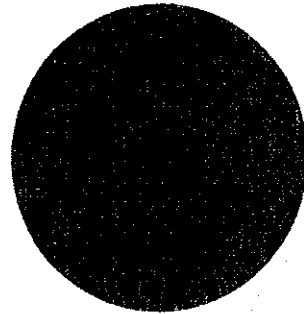
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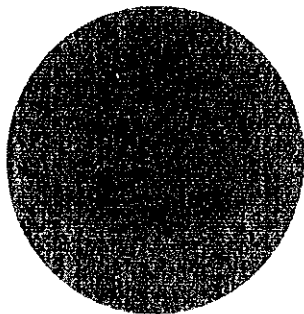
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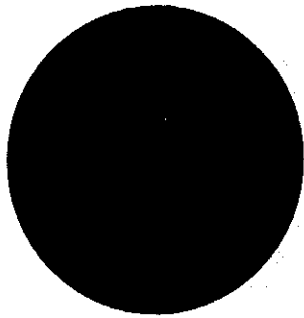
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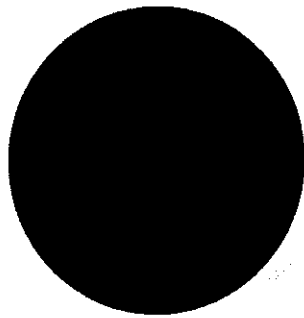
#12 SAND DUNE



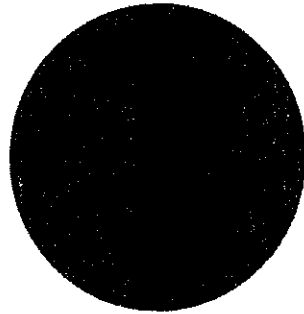
#6 GREY



#9 NOVA GREEN



#10 BURGUNDY

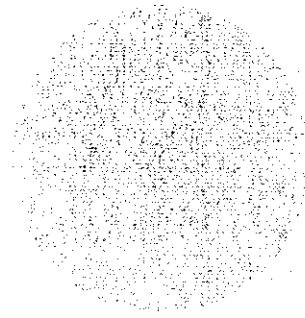


#4 BLUE

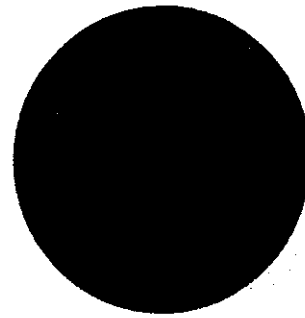
These are digital representations of the 11 standard Nova colors.

Contact info@novasports.com for a physical color swatch sample.

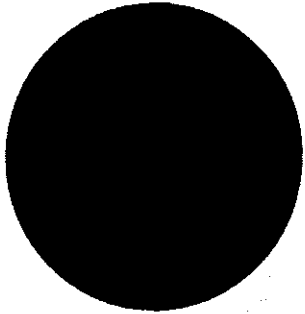
Custom colors* available upon request.
*minimum quantity may be required.



#11 CLASSIC GREEN



#3 TERRA COTTA



**#7 BROWN
field mix**





Account Service Contact Sheet

KEYSTONE:

Managing Member: Christopher W. Wright
Cell: (484) 904-7853
Email: Chris@KeySSC.com

Managing Member: Russell H. Lyddane II
Cell: (610) 717-7571
Email: Russell@KeySSC.com

President : Benjamin Seleznow
Cell: (631) 241-0568
Email: Ben@KeySSC.com

**Vice President of Specialty
Surfacing:** Adam Al-Helal
Cell: (484) 620-2882
Email: Adam@KeySSC.com

Operations Manager: Alex Wright
Cell: (484) 802-6000
Email: Alex@KeySSC.com

Regional Sales Manager: Anthony Santonastaso
Cell: (610)-592-5223
Email: Anthony@keySSC.com

Should you have any questions, concerns, or issues please feel free to reach out to anyone at Keystone Sports Construction who has been assigned to handle your account at any time – including after-hours and on weekends. We look forward to providing you with the best sports surfacing and best customer service experience in the industry.

Christopher Wright

Managing Member



Basketball Court Proposal

DATE OF PROPOSAL: April 23, 2024

#709640

PREPARED FOR: Town of Bloomsburg
Lisa Dooley
301 E 2nd Street
Bloomsburg, PA 17815

PREPARED BY: Keystone Sports Construction
Anthony Santonastaso
1100 Schell Lane, Suite 104
Phoenixville, PA 19460

PROJECT ADDRESS: Bloomsburg Town Park, Market Street, Bloomsburg, PA 17815

Keystone Sports Construction is pleased to present the following proposal. This offer includes the site work, supply, and installation of the Novacrylic color coat system for Town of Bloomsburg Basketball Courts Installation project. Prices are based upon COSTARS Contract (COSTARS-14-E23-312) and in accordance with the plans and specifications provided by Lisa Dooley. All pricing herein is based on **prevailing wage rates**.

WHEREAS, Town of Bloomsburg (hereinafter "OWNER") wishes to have two (2) basketball courts installed at one (1) recreational sports facility generally in keeping with the Scope of Work described herein, and as otherwise may be agreed upon in writing by the parties hereto;

AND WHEREAS, OWNER intends to retain the services of Keystone Sports Construction (hereinafter "KEYSTONE"), for the purposes of installing the recreational basketball courts as described herein;

THEREFORE, in consideration for the payment of the total purchase price of:

(Next Page)

KEYSTONE

SPORTS CONSTRUCTION

BASE SCOPE OF WORK			
Item	Description	Quantity	Units
A	General Conditions		
1	Project Management	1	LS
2	Mobilization	1	LS
3	Construction Layout	1	LS
B	Basketball Court Improvements		
1	Demo and dispose of existing chain link fence	600	LF
2	Demo and dispose of existing basketball hoops	4	EA
3	Mill existing asphalt, 4" depth	1,525	SY
4	Excavate area between courts to proposed subgrade, 11" depth	23	CY
5	Fine grade subgrade	75	SY
6	Supply and install stone base, 6" depth	25	TN
7	Fine grade stone base for entire court area	1,600	SY
8	Supply and install asphalt base course, 3" depth	1,600	SY
9	Supply and install basketball hoop footers	4	EA
10	Supply and install asphalt wearing course, 2" depth	1,600	SY
11	Supply and install First Team Legend Excel 6" Square Basketball Hoop w/ 42"x72" Steel Backboard	4	EA
12	Supply and install two (2) coats of resurfacer	14,400	SF
13	Supply and install basketball court color coating (two (2) coats of AS SELECTED color coat for the inbounds area and two (2) coats of AS SELECTED color coat for the out of bounds area)	1	LS
14	Supply and install white basketball lines	2	EA
15	Supply and install 10'H black, vinyl-coated chain link perimeter fence. Linear footage includes two (2) 5'W single swing gates and one (1) 10'W double swing gate.	480	LF
C	Walkway Improvements		
1	Supply and install 8" SLCPP	175	LF
2	Supply and install 8" yard drains	4	EA
3	Mill existing asphalt, 4" depth	306	SY
4	Fine grade existing stone base	306	SY
5	Supply and install asphalt base course, 3" depth	306	SY
6	Supply and install asphalt wearing course, 2" depth	306	SY
Total Base Project Cost		\$	295,512.05
Z	Voluntary Alternate Options	Initial Next to Option(s) Selected	
Z.1	Add for Payment and Performance Bonds	1.5% of Total Contract Price	



SCOPE OF WORK

KEYSTONE hereby agrees to supply site preparation and install of Novacrylic color coating court playing surface, manufactured by Nova Sports U.S.A., Inc, as required, at the work sites (hereinafter "Project Site Location"), generally in accordance and as further described within the "Scope of Work" set out below and otherwise in keeping with the terms and conditions of this Supply & Installation proposal, the parties hereto agree as follows;

1) Schedule:

- a) Commencement Date: TBD
- b) Substantial Completion Date: TBD

2) Demobilization & Post-Completion:

- a) Inspection/punch list/close out of Project Site Location with OWNER.
- b) Perform site clean-up inclusive of removal of waste materials and deposit same in a dumpster or other receptacle supplied by KEYSTONE.
- c) Demobilize equipment and labor.

3) Extras:

- a) Any materials and/or services not expressly included in this Scope of Work, are not included within the Proposal price and if requested to be supplied or performed by OWNER in writing, and agreed to by KEYSTONE, shall be deemed an extra to this Supply and Installation Proposal. Said additional materials and/or services shall be supplied and/or performed at a cost to be agreed by the parties hereto in writing.

4) Exclusions:

KEYSTONE has NOT INCLUDED the following items in the Scope of Work and are therefore not reflected in the contract price:

- a) Any item not included within the Scope of Work herein.
- b) Mobilization and de-mobilization in greater occurrence than the one (1) mobilization anticipated.
- c) Engineering and/or design fees including but not limited to the storm water pollution prevention plan.
- d) Due to uncertain stabilization of asphalt, we reserve the right to increase the contract price in an amount equal to our increase subsequent to the date of the contract. This proposal is based on an A.C index of \$598.00.
- e) Full depth mill refers to milling a maximum depth of 4".
- f) Replacement of net post footers assumes the existing asphalt is 4" thick.

- g) New asphalt must cure a minimum of 30 days before the color coating can be installed.
- h) Surface and air temperature must be 50°F and rising for the color coating to be installed.
- i) Owner must supply access to a water supply at the project location.
- j) Payment and performance bonds, unless otherwise noted.
- k) Survey and layout work beyond the work required to ensure compliance of the installation.
- l) Liquidated damages
- m) Compaction testing
- n) Pricing is based on the Novacrylic Standard Colors.
- o) Permits, fees, licenses, sales and use tax.
- p) Rock excavation, removal, and disposal
- q) Unsuitable soils
- r) Groundwater remediation
- s) Lime, lime slurry and cement stabilized sub-grade treatments.
- t) Site security
- u) Scoreboards, timekeeping, and communication system components.
- v) Underground, multi-chamber, extended detention, sand filters and lever spreader systems are excluded.
- w) Extra excavation and aggregate needed if customer decides to change any court elevations from current proposed elevations.
- x) Landscaping including but not limited to tree/stump removal, plantings, topsoil, rake, seed, and straw mulch.

5) Special Conditions:

- a) **INFORMATION AND RESPONSE:** OWNER will promptly respond to all KEYSTONE reasonable requests for information, and in so doing, provide KEYSTONE with full and complete disclosure to ensure project continuity and minimize delays.
- b) **ACCESS:** Once the work commences, KEYSTONE is to have full, direct, and easy access and right of way to the Project Site Location. It is hereby acknowledged and agreed that KEYSTONE is not responsible for any damage as a result of moving men and equipment through any point of entry or access to or from the Project Site Location. OWNER is responsible to provide clear, stable, appropriate, and safe access to and from the Project Site Location. A staging area will be made available by the OWNER to KEYSTONE within reasonable proximity to the Project Site Location.
- c) **UNDERGROUND SERVICES OR OBSTRUCTIONS:** OWNER will be solely responsible for all costs associated with removal/relocation of any above ground or underground obstructions such as hazardous materials or any unidentified substances, utilities, or services (except those utilities identified by KEYSTONE /OWNER), which

will impede or hinder the performance of the Scope of Work or access to the Project Site Location.

- d) **LIGHTING, ELECTRICITY & FACILITIES:** Existing lighting (if required), use of existing permanent electrical power, facility restrooms and access are to be provided and maintained by OWNER for KEYSTONE use during its performance of the Scope of Work at the Project Site Location. All such utilities or facilities will be supplied at no cost to KEYSTONE and will not be the subject of a credit or chargeback to this Supply and Installation Contract.
- e) **SUBSURFACE CONDITIONS:** Work requiring stormwater attenuation must have geotechnical testing performed to establish subsurface infiltration rates to design the system properly. This includes limiting conditions such as rock and groundwater, requiring design to avoid those conditions. Both items often vary significantly throughout the Site, and possibilities exist in untested areas that both may be encountered at shallower depths. Suppose the Work requires earthmoving, and groundwater is encountered during construction. In that case, the matter will be reviewed with the Owner, and a cost will be established to remedy the found condition to enable the Work to be properly completed. No work will be done on addressing the groundwater issue without written authorization from the Owner. If the scope of work does not involve earthmoving or subsurface stormwater improvements and simply involves surface repairs and resurfacing of existing athletic facilities, the Contractor will not be held responsible for any groundwater issues that may arise through no fault of the Contractor.
- f) **UNION LABOR:** OWNER acknowledges and understands that KEYSTONE is an 'open or merit shop' and as such is a non-unionized company. Further, OWNER acknowledges and understands that KEYSTONE has determined and agreed to the Contract Price based on this premise. In the event KEYSTONE'S ability to perform its Scope of Work or access to the Project Site Location is impeded by union activity and KEYSTONE is reasonably required to utilize union labor or pay union wage rates to complete the Project or any aspect of it, such additional labor costs incurred by KEYSTONE, if any, shall be at the expense of OWNER and will be deemed to be an approved extra to the contract price. KEYSTONE to follow Department of Labor requirements.
- g) **DELIVERY:** Any materials, including without limitation, basketball court materials, tools, equipment, or other sundry items delivered to OWNER by KEYSTONE prior to the Commencement Date shall be deemed to be under KEYSTONE care, custody, and control, and as such, KEYSTONE is at full risk regarding material quantity reconciliation and the replacement of lost or stolen materials. All materials, including without limitation, basketball court materials, tools, equipment, or other sundry items so delivered by KEYSTONE shall remain the property of KEYSTONE pending completion of the Scope of Work and payment in full of the contract price. KEYSTONE agrees to name

OWNER as additional insured and maintain liability limits of \$1,000,000 (one million dollars) per occurrence.

- h) **PROPOSAL PRICING:** The Scope of Work and Proposal Pricing herein are valid for a period of Sixty (60) calendar days from the date of this proposal. The price is subject to increase if affected by an increase in freight, raw materials, taxes, levies, or any new legally binding imposition affecting the transaction. Negotiations continuing beyond the date and time of expiration shall require the submittal of a separate proposal, at the discretion of Keystone Sports Construction.
- i) **PAYMENT TERMS:**
- DRAW #1 - 30% of total contract price and full bonding costs (if applicable) due upon signing.
 - DRAW #2 - 30% upon mobilization.
 - DRAW #3 - 30% upon completion of paving.
 - DRAW #4 - 10% (remainder/balance) due upon completion.
- j) **ADVERSE WEATHER DELAY:** shall be quantified, recorded and qualified for any monthly total exceeding normal weather occurrences as recorded by on-site weather data station or closest NOAA Weather Station. Adverse Weather Delays are considered for any weather event that deviates from the normal duration, rate, frequency or other normal as recoded by historic weather data services. Adverse Weather Delays are considered for any 24-hour period that receives greater than 0.1-inch precipitation. Throughout the duration of the Color Coating installation, surface temperatures need to be above 50°F. Delays in excess of normal occurrences shall be submitted for approval and any costs associated with the delay shall be submitted for inclusion in the contract by change order. Date of substantial completion shall be adjusted accordingly and based upon the approval of the submitted delay request.
- k) **ACCESS AND EGRESS:** Removal/repair to existing asphalt walks/drives/roads/parking lots. -Damage caused to property by KEYSTONE outside the access and egress areas and normal work area around the courts, will be repaired in a proper manner by KEYSTONE. KEYSTONE to provide digital Dropbox folder of entire project start to finish. Walks or drives that are currently damaged or risk compromise or damage are not covered by KEYSTONE. Damage to Access and egress to and from the courts for construction is the responsibility of the owner.
- l) **CONSTRUCTION CONTINGECY:** It is advised that the OWNER maintain a contingency account throughout the term of the contract. This account should contain liquid funds equal to 10% of the Contract Sum.



- m) **CONFIDENTIALITY:** This proposal contains the confidential and proprietary work product of KEYSTONE SPORTS CONSTRUCTION and should not be shared by you with any third parties other than representatives or advisers retained by you with respect to the subject project.

KEYSTONE SPORTS CONSTRUCTION

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OWNER

Signature: _____

Signature for Bonding: _____

If the above line is not signed, we will not order a payment and performance bond for this project.

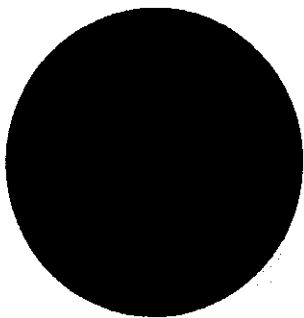
Printed Name: _____

Title: _____

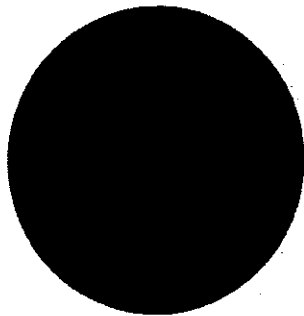
Date: _____

ENVIRONMENTALLY RESPONSIBLE • ASBESTOS FREE • MERCURY FREE

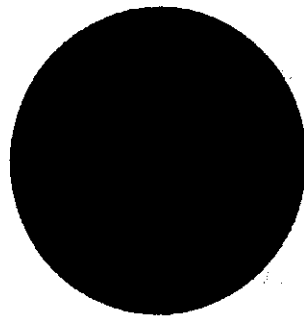
SPORT SURFACES



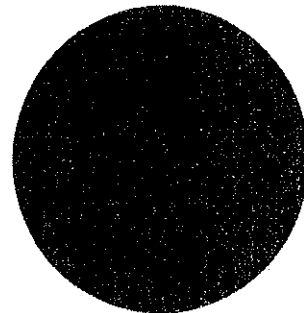
#4SB STADIUM BLUE



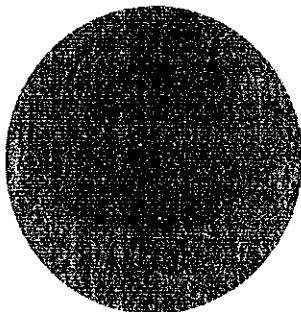
#1 GRASS GREEN



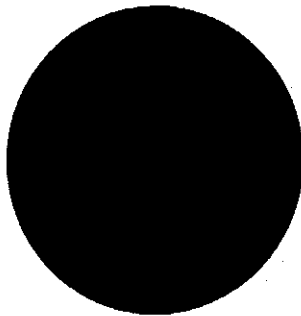
#2 RED



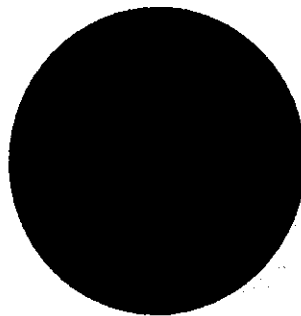
#12 SAND DUNE



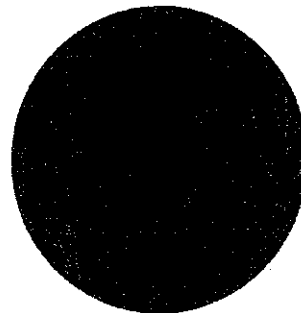
#6 GREY



#9 NOVA GREEN



#10 BURGUNDY



#4 BLUE

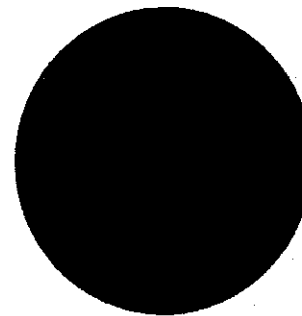
These are digital representations of the 11 standard Nova colors.

Contact info@novasports.com for a physical color swatch sample.

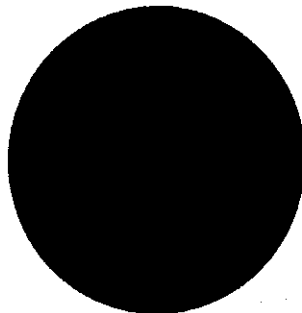
Custom colors* available upon request.
*minimum quantity may be required.



#11 CLASSIC GREEN



#3 TERRA COTTA



**#7 BROWN
field mix**

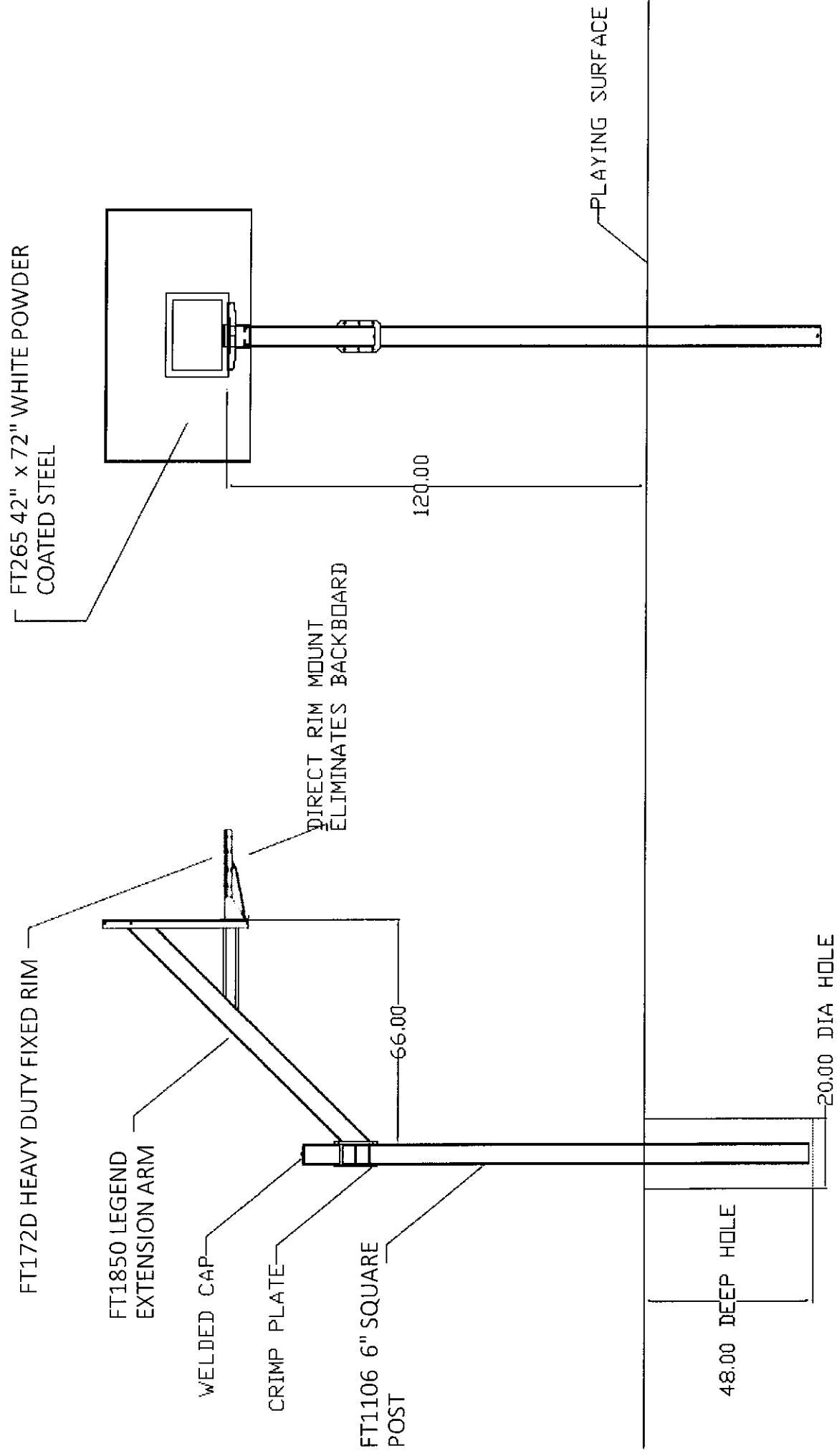


FIRST TEAM SPORTS INC.
HUTCHINSON, KS 67501

1-800-649-3688

www.firstteaminc.com

LEGEND EXCEL PRODUCT SUMBITTAL





Account Service Contact Sheet

KEYSTONE:

Managing Member: Christopher W. Wright
Cell: (484) 904-7853
Email: Chris@KeySSC.com

Managing Member: Russell H. Lyddane II
Cell: (610) 717-7571
Email: Russell@KeySSC.com

President : Benjamin Seleznow
Cell: (631) 241-0568
Email: Ben@KeySSC.com

**Vice President of Specialty
Surfacing:** Adam Al-Helal
Cell: (484) 620-2882
Email: Adam@KeySSC.com

Operations Manager: Alex Wright
Cell: (484) 802-6000
Email: Alex@KeySSC.com

Regional Sales Manager: Anthony Santonastaso
Cell: (610)-592-5223
Email: Anthony@keySSC.com

Should you have any questions, concerns, or issues please feel free to reach out to anyone at Keystone Sports Construction who has been assigned to handle your account at any time – including after-hours and on weekends. We look forward to providing you with the best sports surfacing and best customer service experience in the industry.

Christopher Wright

Managing Member

CENTER POINT TANK SERVICES
INC.
Storage Tank Management Services

PROPOSAL

April 24, 2024

Ms. BJ Teichman, MS
Town of Bloomsburg
301 E. 2nd Street
Bloomsburg, PA 17815

Re: Bloomsburg Municipal Airport
301 Airport Road
Bloomsburg, PA

PROJECT: REMOVAL OF ONE (1) 10,000 GALLON STEEL SINGLE WALL FORMER JET
FUEL ABOVEGROUND STORAGE TANK (AST)

Center Point Tank Services, Inc. (CPTS) is pleased to submit the following proposal for above referenced project.

Proposed services for Project are as follows:

- Provide the required Pennsylvania Department of Environmental Protection (PADEP) notice of tank closure including scheduled closure date.
- Removal of tank manway and provide venting of any vapor within the tank's interior.
- Prepare confined entry permit, prepare tank for interior cleaning, and perform cleaning of any tank bottom sludge/water/product. Note: See page # 2, paragraph # 2 for product/sludge disposal pricing. Place tank bottom and cleaning waste into drums for later disposal.
- Provide two (2) cranes to lift the vertical storage tank from the containment dike and turn it horizontally to place it on the transport trailer for disposal.
- Perform a visual closure inspection of the tank area and confirm closure per; PADEP current guidelines as stated in Subchapter "G".
- Prepare and submit a PADEP Amended Storage Tank Registration form as required.
- Provide a Closure Report with all required documentation.

Total price for labor, materials, and equipment..... \$18,825.00

Ms. BJ Teichman, MS
Town of Bloomsburg
301 E. 2nd Street
Bloomsburg, PA 17815

Notes:

1. It is mutually agreed and understood that CPTS, in computing the amount to be paid by Owner for the Work, did not take into consideration unexpected site conditions such as underground structures, cables, conduits, debris, rock, water, or running sand. If any such conditions become apparent, the extra costs thereby involved will be paid by Owner as a Change Order in accordance with the terms of this Agreement. Mechanical compaction of backfill is not included in this Agreement unless specifically set forth in the Scope of Work
2. Any product remaining in tanks at time of removal will be disposed of at the price of \$1.15 per gallon. Disposal of contaminated water is typically priced at \$1.35 per gallon. Tanker and/or Vacuum truck (if required) is charged at \$230.00/hr. Drum charge for tank bottom sludge is \$235.00/drum plus transportation.
3. The total price set forth herein does not include the disposal of any contaminated soils and/or water. Such materials will be safely stored in drums or on poly sheeting sampled for disposal facility criteria and removed to an approved facility on a time and material basis. The additional cost to Owner will be set forth in a Change Order in accordance with the terms of this Agreement.
4. CPTS shall notify Owner if CPTS becomes aware of any violations under Bureau Fire Protection Code. All such violations shall be corrected at Owner's sole cost and expense. If the correction of said violation is done by CPTS, The additional cost to Owner will be set forth in a Change Order in accordance with the terms of this Agreement.
5. Owner will not interfere with the Work or communicate with any subcontractors or workers on the Property during the time that the work is being done.
6. Except as otherwise specifically set forth herein, no changes or alterations to the Work or this Agreement shall be made except upon written agreement signed by Owner and CPTS. If such changes increase or reduce the cost of the total Work, CPTS will not be required to proceed with the changes until the additional amount to be charged or the reduction in price shall be agreed upon in writing by Owner and CPTS ("Change Order"), and for any increase in price said monies shall be paid in full before the changes are undertaken.

Ms. BJ Teichman, MS
Town of Bloomsburg
301 E. 2nd Street
Bloomsburg, PA 17815

9. Owner represents and warrants to Contractor as follows:

- a. Owner has fee simple title to the Property.
- b. Adequate access exists to Property such that Contractor can freely perform its obligations under this Agreement.

This proposal has been prepared in compliance with all Federal, State and Local Tank Regulations that Center Point Tank Services, Inc. (CPTS) is knowledgeable of at the time this proposal was prepared.

Payment Structure

Owner agrees to pay CPTS in current funds for the work including all materials, subject to additions and deductions, if any, as herein expressly provided for and to make payments in accordance with the following schedule:

- a. The balance to be paid upon completion of the work by contractor.

Payments are due no later than thirty (30) days after the date of the invoice. If Owner fails to pay Contractor any installment or progress payment within five (5) days following the date it is due, in addition to other remedies of Contractor set forth herein, Owner agrees to pay a late fee in the amount equivalent to five (5%) percent of the amount due for said payment.

This proposal is subject to the terms and conditions on the reverse side. The prices quoted shall remain firm for a period of thirty (30) days from the date of this proposal.

CLIENT: **Town of Bloomsburg**

Center Point Tank Services, Inc.

ACCEPTANCE: This proposal when accepted by the purchaser, and final approval of the sellers Official Officer, will constitute a bonafide contract between us, subject to all the terms and conditions on the reverse side. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal.

Roger J. Tartaglia, Sr.
Sales Consultant

ACCEPTANCE

Company Name

Signature of Officer

Signature

Date

Title

Title

Date

Center Point Tank Services, Inc.
Terms & Conditions

This proposal, when accepted by the Owner will constitute a bona fide contract between Owner and CPTS subject to all terms and conditions to follow. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

PRICES – Prices quoted are for acceptance within 30 days from the date of this proposal, and unless otherwise specified, are subject to change without notice after that date.

WARRANTY– Materials supplied by CPTS are guaranteed for one year from the date of installation or delivery, ordinary use, wear or tear from damage from abuse or accident exempted. It is specially understood products and parts not manufactured and work not performed directly by CPTS are warranted only to the extent and in the manner that the same are warranted to CPTS by CPTS's vendors and then only to the extent CPTS is able to enforce such warranty. In enforcing such warranty it is understood CPTS shall have no obligation to initiate litigation unless Owner undertakes to pay all costs and expenses therefore, including but not limited to attorney's fees, and indemnifies CPTS against any liabilities to CPTS's vendors arising out of litigation.

TAXES – Prices quoted on equipment and repair parts are subject to Federal, State, or Municipal taxes which may be in effect or which may be imposed prior to the actual shipment of materials and equipment.

NON-UNION LABOR – Prices quoted are based upon using non-union labor, with all work being performed by Center Point Tank Services, Inc. and/or their designated subcontractors. In the event that union-labor is used all extra costs shall be borne by the PURCHASER.

DEFAULT – If Owner fails to pay any progress payment due hereunder, or fails to comply with any other provision set forth in this Agreement, then, in such event, an "Event of Default" shall have occurred and Owner shall be in default hereunder. If an Event of Default shall occur, the following provisions shall apply and Contractor shall have, in addition to all other rights and remedies available at law or in equity, including the right to terminate this Agreement, the rights and remedies set forth herein which may be exercising upon or at any time following the occurrence of an Event of Default.

A. Acceleration of Payments. By notice to Owner, Contractor shall have the right to accelerate all payments remaining due under this Agreement and require they be paid in full prior to any further work being completed under this Agreement by Contractor.

B. Contractor's Damages. The damages which Contractor shall be entitled to recover from Owner shall be the sum of all monies due and unpaid pursuant to the Agreement and all costs and expenses reasonably incurred by Contractor in enforcing its rights under this Agreement including, but not limited to, reasonable legal fees and costs.

C. Interest on Damage Amounts. Any sums payable by Owner hereunder which are not paid after the same shall be due shall bear interest at the rate of one and one half percent (1½%) per month (18% per annum).

No delay or forbearance by Contractor in exercising any right or remedy hereunder, or Contractor's undertaking or performing any act or matter which is not expressly required to be undertaken by Contractor shall be construed, respectively, to be a waiver of Contractor's rights or to represent any agreement by Contractor to undertake or perform such act or matter thereafter. Waiver by Contractor of any breach by Owner of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by Contractor) or failure by Contractor to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of Contractor's right to have any such covenant or condition duly performed or observed by Owner, or of Contractor's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of Contractor in respect of such breach or any subsequent breach.

CONFESSION OF JUDGMENT – In addition to, and not in lieu of any of the foregoing rights granted to Contractor, Contractor shall have the right as hereinafter set forth to confess judgment against Owner for monies due and unpaid hereunder along with expenses of collection.

In addition to any other remedies, if Contractor does not receive payment as required under this Agreement, or if Owner is otherwise in default hereunder, Contractor may cease all work and remove its tools, equipment and materials not already in place without effecting its right to recover for work and materials in place and damages by way of loss of profit, or otherwise.

OWNER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST OWNER IN FAVOR OF CONTRACTOR, ITS SUCCESSORS AND ASSIGNS AT ANY TIME FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT AND ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS DUE PURSUANT TO THE AGREEMENT, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE TOTAL AMOUNT THEN DUE, (BUT IN ANY EVENT, NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. OWNER EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION FROM PROPERTY FROM LEVY AND SALE, UPON ANY EXECUTION HEREON. AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST OWNER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT ARE RECEIVED.

OWNER WAIVER: OWNER SPECIFICALLY ACKNOWLEDGES THAT OWNER HAS VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. OWNER FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT BY OWNER UNDER THIS AGREEMENT, CONTRACTOR MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING A JUDGMENT FOR MONEY PRUSUANT TO A JUDGMENT BY CONFESSION. IF OWNER IS AN INDIVIDUAL OR INDIVIDUALS, OWNER AGREES THAT IT OR THEY EARN MORE THAN \$10,000 ANNUALLY. THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

COMPLETION DELAYS: In the event of any strike, acts of God, fire, casualty, accident, unusual weather conditions, government regulations, shortage of materials, or other causes reasonably beyond the control of Contractor, the necessary allowance of time shall be made therefore, said allowance to be apportioned to the actual time lost because of such occurrence. If Contractor is unable to complete the work by the above date, then the time for completion shall be reasonably extended and Contractor shall not be responsible for and is relieved and discharged from all liability by reason of any such unintentional delay in completion of the work. Any delay caused by Owner or agents of Owner for a total period exceeding thirty (30) days without written consent of Contractor shall constitute a breach of this Agreement and Owner shall then be liable for payment upon demand for services previously rendered and materials previously procured, in such case, Contractor shall have the right to cease all further work and terminate this Agreement upon receipt of payment for all materials procured and work completed to date.

ENTIRE AGREEMENT: This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof. No modifications or amendments to this Agreement shall be effective unless signed by all parties hereto. As used in this Agreement, the singular number shall include the plural and vice versa and the masculine gender shall include the feminine and the neuter.

BINDING EFFECT: This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but this Agreement shall not be assigned without the written consent of the other party.

CAPTIONS: The captions herein are inserted only for convenience or reference and in no way define, limit, or describe the scope or intent of this Agreement or any particular paragraph or section hereof, nor the proper construction hereof.

Initial _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF THE TOWN OF BLOOMSBURG TO
CHANGE THE SPELLING OF "GLENN AVENUE" TO "GLEN AVENUE"**

WHEREAS, the Town of Bloomsburg (the "Town") has enacted Chapter 15 of the Code of Ordinances of the Town of Bloomsburg (the "Code") which regulates Motor Vehicles and Traffic; and

WHEREAS, the Town enacted various Appendices to the Code; and

WHEREAS, in Appendix C to §15-304 of the Code the name "Glenn Avenue" appears three (3) times; and

WHEREAS, in §15-802 1. A. (9) of the Code the name "Glenn Avenue" appears two (2) times; and

WHEREAS, in §15-201 1. of the Code the name "Glenn Avenue" appears one (1) time; and

WHEREAS, in Appendix H to the Code the name "Glenn Avenue" appears seven (7) times;

WHEREAS, in various other Sections of the Code the name "Glen Avenue" appears thirty (30) times; and

WHEREAS, to promote consistency the Town desires to amend Appendix C to §15-304, §15-802 1. A. (9), §15-201 1. and Appendix H of the Code to change the spelling of "Glenn Avenue" to "Glen Avenue"

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

1. Appendix C to §15-304 of the Code is hereby amended to change the spelling of the name "Glenn Avenue" to "Glen Avenue" in each instance where the same appears.
2. §15-802 1. A. (9) of the Code is hereby amended to change the spelling of the name "Glenn Avenue" to "Glen Avenue" in each instance where the same appears.
3. §15-201 1. of the Code is hereby amended to change the spelling of the name "Glenn Avenue" to "Glen Avenue" where the same appears.
4. Appendix H to the Code is hereby amended to change the spelling of the name "Glenn Avenue" to "Glen Avenue" in each instance where the same appears.

(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

TO: Lisa Dooley,
Town Manager/Secretary/Treasurer
ldooley@bloomsburgpa.org

FROM: Donna Post, Client Care
DPost@generalcode.com

CLIENT: Town of Bloomsburg, PA
(BL2204)

RE: Budget Estimate

Dear Lisa,

Thank you for the opportunity to provide an estimate for your current supplementation project. Please review the information below, and then click the appropriate button in the email to indicate if you authorize us to Proceed Now with the supplement or if you would prefer to Wait to Proceed.

Source Files:

We have reviewed draft Chapter 15 amendment – Glenn Avenue name change.

Supplementation:

General Code will codify and supplement the legislation listed above which includes but is not limited to:

- Analysis of the new legislation and proper placement in the Code
- Removal of repealed or superseded provisions
- Updates to the Title Page, Officials Page, Appendixes, Key(s), Index, Histories, Tables, Charts, and other items as necessary
- Review of statutory citations regarding the new legislation
- Any conflicts, inconsistencies, issues, or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- Insertion of cross reference and editor's notes, as appropriate
- Creation of instruction page for removing and inserting revised Code pages
- Printing of up to 1 set of supplemental pages
- Update to eCode360

Price:

Not to exceed \$695.00, which includes shipping and handling.

With the adoption of the above-mentioned amendment a formal estimate will be prepared for review and authorization to proceed with codification.

Bloomsburg Municipal Airport
Non- Aeronautical Event Permit

Event Date: 14 Sept 2024 Start Time: 10:00 AM Stop Time: 13:00

Event Name: Pull A Plane Rain Date: N/A

Event Location: Runway Grassy Area North of Terminal or East of Terminal

Organization: EAA Chapter 1641 Contact Person: BJ Teichman

Phone: 570-317-7966 Signature: BJ Teichman

Email: airportcoordinator@bloomsburgpa.org Date Signed: 12 June 2024

I understand the proposed event must comply with all Pennsylvania Commonwealth Laws, Town Ordinances and Bureau of Aviation Requirements.

☐ \$350 - Regular Event ☐ Special Event Fee ☒ Aviation / No Charge

Checklist for Events: (Airport Coordinator will assist the organizer and submit to BOA)

BOA REQUIRES SAFETY PLAN AND THE FOLLOWING 60 DAYS PRIOR TO EVENT:

Sketch Map showing affected locations, security measures, control procedures and location of emergency services. 1 - 6 Required Documents for BOA.

1. Request for **Non-Aeronautical Use** of a Public Airport - Event (AV010E) ☒ N/A *per Mr. Palmer*
2. **Contract** - Event contract/agreement with event sponsor (which includes requirement for restoration of airport to original condition). ☒ N/A *per Mr. Palmer*
3. **Certificate of Insurance** - Event specific liability insurance policy (listing the Pennsylvania Department of Transportation as additional insured) ☒
4. **Safety Plan** - written- Safety Plan or Safety Phasing Plan - with Photo ☒
5. **NPIAS - Signed** Certifications for Partial Closing of an Obligated Public-Use Airport for Non-Aeronautical events. FAA Order 5190.6B Paragraph 7.21 ☒ N/A *per Mr. Palmer*
6. **Copy of Tenant Notifications** ☒
7. **NOTAM FILED:** Date: 9/11/24 Number: ☐
 - a. File NOTAM Three days in advance of event.
8. Notify PD: Date: 9/1/24 Notify FD: Date: 9/1/24 Notify FP: 9/1/24
9. Notify PW: Date: 9/1/24 Barricades Trash Cans if needed yes
10. Porta Potty's provided by organizer unless otherwise arranged.

Date Approved by Council _____

Date Form Created: 14 Sept. 2022



Erie
Insurance

CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY)
9/5/23

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY ZIMMER INSURANCE AGENCY INC 460 CENTRAL RD BLOOMSBURG, PA 17815		AGENT'S NO. AA7837	COMPANIES AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-In-Fact In NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY												
NAME AND ADDRESS OF NAMED INSURED EAA Chapter 1641, Inc. 301 Airport Rd Bloomsburg, PA 17815-9512		This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.													
This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.															
CO-INSURED <input type="checkbox"/>	TYPE OF INSURANCE <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	POLICY NUMBER Q61 0319966	POLICY EFFECTIVE DATE (MM/DD/YY) 9/15/23	POLICY EXPIRATION DATE (MM/DD/YY) 9/15/24	LIMITS										
					EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 1,000,000 MED EXP. (Any One Person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000										
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE				BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$										
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$										
	WORKERS COMPENSATION & EMPLOYERS LIABILITY				STATUTORY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 5%;">BODILY INJURY BY</td> <td style="width: 15%;">ACCIDENT</td> <td style="width: 15%;">\$</td> <td style="width: 15%;">EACH ACCIDENT</td> </tr> <tr> <td>DISEASE</td> <td>\$</td> <td>POLICY LIMIT</td> </tr> <tr> <td>DISEASE</td> <td>\$</td> <td>EACH EMPLOYEE</td> </tr> </table>	BODILY INJURY BY	ACCIDENT	\$	EACH ACCIDENT	DISEASE	\$	POLICY LIMIT	DISEASE	\$	EACH EMPLOYEE
BODILY INJURY BY	ACCIDENT	\$	EACH ACCIDENT												
	DISEASE	\$	POLICY LIMIT												
	DISEASE	\$	EACH EMPLOYEE												
	OTHER														
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The Certificate Holder is added as an Additional Insured.															

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER Town of Bloomsburg 301 E 2nd St Bloomsburg, PA 17815	AUTHORIZED REPRESENTATIVE
---	--------------------------------------

Team Building Opportunity For A Great Cause!

Pull a Plane

*Form a Team and join us for a
CHARITY Pull-a-Plane!*



When: Saturday, 14 Sept., 10 am until the last team pulls

"Pull a Plane that a former President flew in, and was in a Movie"

Where: N13, Bloomsburg Airport, 301 Airport Rd.

What's a Pull-A-Plane?

Teams of 4 pull a plane (approx. 3,500lbs.) measured distance.

Grand Prize for the team with the fastest time!

Additional team prizes available.

To Sign UP:

- Register using the link below, OR scan the QR code
- Register all 4 team members and pay the fee on-line

<https://runsignup.com/Race/PA/Bloomsburg/PullAPlane>

Registration ENDS – September 8, 2024

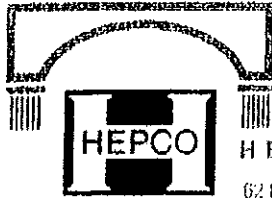


Fees:

- \$25 per person, (\$100 for a team of 4)
- **REGISTER BY SEPTEMBER 8**
- Register by **August 14** to be guaranteed an Event T-Shirt

Contact: Tina Welch at 814-574-7082 or eaachapter1641@gmail.com

Event supports EAA Chapter 1641 scholarships, STEM education and chapter programming. Chapter 1641 is a 501(c)(3) charitable organization.



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: **\$5,603.00**

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

PERMANENT EASEMENT AGREEMENT

The **PERMANENT EASEMENT AGREEMENT** (the "Agreement") is made between the **TOWN OF BLOOMSBURG**, a governmental entity, with an address of 301 East 2nd Street, Bloomsburg, Pennsylvania, 17815 (the "Grantor") and **DILLON FLORAL CORPORATION**, a Pennsylvania Corporation with offices located at 933 Columbia Boulevard, Bloomsburg, Columbia County, Pennsylvania, 17815 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of a certain premises known as Oak Lane and shown on Lot Plan drafted by Ted L. Oman & Associates, Inc., recorded in the Columbia County Register and Recorder's Office at instrument No. 202301728, attached hereto as Exhibit "A";

WHEREAS, Ted L. Oman & Associates, Inc. by plan entitled "Proposed Sanitary Sewer Easement Plan", with said plan depicting a certain sanitary sewer line with an easement area twenty (20) feet in width over a portion of Oak Lane as shown on his plan, referred to as the "Easement Area". A true and correct copy of Plan is appended hereto as Exhibit "B"; and

WHEREAS, Grantee has constructed within the Easement Area hereinafter described a sanitary sewer line and laterals which serve Lot No. 1, Lot No. 2, and Lot No. 3, as shown Exhibit "A"; and

WHEREAS, the Grantor desires to grant an easement to the Dillon Floral Corporation to enter solely upon the area comprising Easement Area described in Exhibit "C" and limited for the purpose of installing, repairing, maintaining, and reconstructing the sanitary sewer line;

AGREEMENT

AND NOW, in consideration of the foregoing premises, which are incorporated herein and made a part hereof and for the good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

1. GRANT OF EASEMENT

A. Grantor hereby grants to Grantee an easement over, across, and under the surface of the Easement Area solely for the perpetual right of ingress and egress, including vehicular traffic, as Grantee may deem necessary and from time to time for the purposes of installing, repairing, maintaining, and reconstructing the sanitary sewer line.

B. In the event that Grantee's repairs or maintenance involving the sanitary sewer line that will disrupt the surface of the Easement Area, the Grantee agrees to provide advance written notice to the Grantor, as possible, so the Grantor may coordinate traffic control arrangements on Oak Lane, at the Grantee's expense. Grantee shall be responsible for all such requirements that the Grantor deems advisable, in its sole discretion. Grantee agrees to reimburse the Grantor within thirty (30) days of invoicing for any such costs incurred.

C. In the event that Grantee's installation or reconstruction involving the sanitary sewer line that will disrupt the surface of the Easement Area, the Grantee agrees to provide at least sixty (60) days advance written notice to the Grantor, so the Grantor may undertake engineering review of the plans and coordinate traffic control arrangements on Oak Lane, at the Grantee's expense. Grantee shall be responsible for all such requirements that the Grantor deems advisable, in its sole discretion. Grantee agrees to reimburse the Grantor within thirty (30) days of invoicing for any such costs incurred.

D. The grant of easement by the Grantor is limited to the Easement Area, and the Grantee shall not in any way damage other portions of Oak Lane and/or interfere with the use the same by the owners thereof or others who have the right to use Oak Lane.

2. RESTORATION OF SURFACE

A. Grantee shall timely restore the surface and subsurface of the Easement Area disturbed by any activities with respect to the installation, repair, maintenance, and reconstruction of the sanitary sewer line to the same condition that existed before the disturbance. In the event that the Grantee fails to timely restore the surface and supporting base of the Easement Area after any surface disturbance, the Grantor may undertake the same at the Grantee's expense. Grantee agrees to reimburse the Grantor within thirty (30) days of invoicing for any such costs incurred.

B. Grantee, its successors or assigns, whomever shall be the then owner of the Grantee's land shall take all actions necessary to assure that the sanitary sewer line is designed, installed, constructed, used, operated, maintained, altered, repaired, reconstructed, inspected, and removed in compliance with all applicable federal, state, and local laws, regulations and ordinances, and in accordance with good engineering practice.

C. Grantee, its successors or assigns, whomever shall be the then owner of the Grantee's land shall periodically inspect the sanitary sewer line and maintain the same within the Easement Area in good condition and repair so as to keep the same in a safe and functional condition at all times.

D. In the event that Grantee, its successors or assigns, whomever shall then be the owner of the Grantee's land fails to make repair efforts, or fails to maintain the sanitary sewer line as required by this Agreement, Grantor, its successors or assigns, may perform the repair and

maintenance work by competent and qualified contractors in any reasonable manner it deems necessary, and Grantee, its successors or assigns, whomever shall then be the owner of the Grantee's land, shall, within thirty (30) days after submission of an invoice and supporting documentation, reimburse Grantor, its successors or assigns, as then owner of the Easement Area for the reasonable cost of all such repair and maintenance work.

E. In its installation, construction, use, operation, maintenance, alteration, repair, reconstruction, inspection, and removal of the sanitary sewer line, Grantee, its successors and assigns, whomever shall then be the owner of the Grantee's land shall promptly restore, repair and/or replace any disturbance or damage to the surface of the Easement Area and any other portion of Grantor's land caused or contributed to by the installation, construction, use, operation, maintenance, alteration, repair, reconstruction, inspection and removal of the sanitary sewer line to the condition which existed prior to such activities, replant with grass seed any exposed earth, clean the site and leave the Sewer Easement Area in good condition.

3. COVENANTS RUN WITH THE LAND

A. All the terms and conditions of this Agreement, including the benefits and burdens, shall run with the land and be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and the respective successors and assigns. Specifically, the terms and conditions of this Agreement shall be binding upon the owners of Proposed Lots 1, 2 and 3 as shown on Lot Plan drafted by Ted L. Oman & Associates, Inc., recorded in the Columbia County Register and Recorder's Office at instrument No. 202301728, attached hereto as Exhibit "A".

B. Any costs due to the Grantor under this Agreement shall serve as lienable offenses, which if unpaid after thirty (30) days upon demand, may be entered as a municipal lien upon the lands of the owners of Proposed Lots 1, 2 and 3 as shown on Lot Plan drafted by Ted L. Oman &

Associates, Inc., recorded in the Columbia County Register and Recorder's Office at instrument No. 202301728, attached hereto as Exhibit "A".

4. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

5. INVALIDITY

If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, should be deemed invalid or unenforceable, the remainder of this Agreement, or the application of term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the full extent permitted by law.

6. INDEMNIFICATION

A. Grantees, its successors or assigns, whomever shall then own the Grantee's land shall indemnify, defend and hold the Grantor, its successors or assigns, harmless from and against any and all loss or liability for or on account of any injury (including death) or damage received or sustained by an person or persons (including any employee, agent or invitee thereof) by reason of any negligent act or omission, on the part of Grantee, its successors or assigns, or any of its employees, agents, or invitees occasioned in the course of activities pursuant to this Agreement and the activities of anyone entering the Easement Area or on behalf of Grantee, its successors or assigns.

B. Grantee, its successors or assigns, shall have no obligation to indemnify, defend or hold harmless the Grantor from or against any liability to the extent arising from (i) the actions of

the Grantor, or their employees, agents, invitees or third parties acting under or on behalf of the Grantor; or (ii) any willful misconduct or gross negligence of Grantor, its successors or assigns of any employee, agent, invitees thereof or any third parties acting on their behalf.

7. MISCELLANEOUS

A. The provisions hereof are not intended to and do not constitute a dedication for public use and the rights and easement herein created are private and for the benefit of the parties designated herein or otherwise entitled to such use by law or agreement. However, nothing herein shall prohibit a dedication of such rights in the future.

B. The Parties agree that, for purposes of construction, each Party shall be deemed to have been an author of this Agreement, and no presumptions or assumptions shall be made against the drafter of this Agreement in the interpretation of the meaning or intent of any language used herein.

C. All amendments, including any extension(s) of time to this Agreement, shall be in writing, and shall require unanimous agreement of the Parties, unless otherwise set forth herein.

D. Any notice is required or permitted hereunder shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee. In all cases addressed to the parties hereto at the respective addresses set forth below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith;

If to Grantor: Town of Bloomsburg
Attn: Town Manager
301 E. 2nd Street
Bloomsburg, PA 17815

If to Grantee: Dillon Floral Corporation
Attn: Robert W. Dillon, President

933 Columbia Blvd
Bloomsburg, PA 17815

E. It shall be the responsibility of all Grantees' successors and assigns to update the Grantor with contact information.

F. This Agreement may be executed in counterparts, together which will be an original and all such counterparts together will represent but one and the same instrument. This Agreement shall become effective when counterparts have been signed by each of the Parties.

TOWN OF BLOOMSBURG

BY: _____

NAME: _____

TITLE: _____

DILLON FLORAL CORPORATION

BY: _____

NAME: _____

TITLE: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

On this, the _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____, of the Town of Bloomsburg, a governmental entity and that he/she as such _____, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

On this, the _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____, of the Dillon Floral Corporation and that he/she as such _____, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

EXHIBIT "C"
EASEMENT AREA

All that certain piece, parcel or tract of land situated in the Town of Bloomsburg, Columbia County, Pennsylvania, being bounded and described as follows;

Beginning at a No. 5 rebar set on the easterly right of way line of Oak Lane, said rebar set being a common corner of land of Kevin J. Flynn and Proposed Lot No. 3 of the Dillon Floral Corporation Lot Consolidation/Reconfiguration plan as recorded at Columbia County Instrument No. 202301728; Thence, running through Oak Lane, South 31 degrees 11 minutes 25 seconds East for a distance of 125.53 feet to a point; Thence continuing through Oak Lane, South 58 degrees 48 minutes 35 seconds West for a distance of 20.00 feet to a point; Thence continuing through Oak Lane, North 31 degrees 11 minutes 25 seconds West for a distance of 184.86 feet to a point in line of Proposed Lot No. 3, said point being further located on the easterly right of way line Oak Lane; Thence running along Proposed Lot No. 3 and the easterly right of way line of Oak Lane, South 53 degrees 45 minutes 05 seconds East for a distance of 4.45 feet to a point; Thence continuing along the same, following along a curve to the right, said curve having a delta angle of 08 degrees 05 minutes 34 seconds, a radius of 412.16 feet and a long chord course of South 49 degrees 31 minutes 09 seconds East for a distance of 58.17 feet to the place of beginning.

Containing 3,153.28 square feet of land and being a part of a connected 20 foot wide sanitary sewer easement reserved for the placement of sanitary sewer lines to benefit Proposed Lot No. 1, Proposed Lot No. 2 and Proposed Lot No. 3 of the hereinabove referenced Lot Consolidation/Reconfiguration plan prepared for Dillon Floral Corporation.

[illegible]

[illegible]

Curry #	Curry Name	Protein (g)	Carbs (g)	Fat (g)	Calories
C1	Butter	11.5	0	11.5	115
C2	Onion	1.5	10	0.5	45
C3	Garlic	0.5	1	0.1	15
C4	Spice	0.5	0	0.1	15
C5	Yogurt	10	10	10	200
C6	Tomato	1	10	0.5	35
C7	Chili	0.5	0	0.1	15
C8	Coriander	0.5	0	0.1	15
C9	Mint	0.5	0	0.1	15
C10	Lemon	0.5	0	0.1	15
C11	Salt	0.5	0	0.1	15
C12	Pepper	0.5	0	0.1	15
C13	Ginger	0.5	0	0.1	15
C14	Cumin	0.5	0	0.1	15
C15	Fenugreek	0.5	0	0.1	15
C16	Mustard	0.5	0	0.1	15
C17	Cardamom	0.5	0	0.1	15
C18	Nutmeg	0.5	0	0.1	15
C19	Cloves	0.5	0	0.1	15
C20	Saffron	0.5	0	0.1	15
C21	Vanilla	0.5	0	0.1	15
C22	Almond	0.5	0	0.1	15
C23	Pistachio	0.5	0	0.1	15
C24	Walnut	0.5	0	0.1	15
C25	Coconut	0.5	0	0.1	15
C26	Macadamia	0.5	0	0.1	15
C27	Pecan	0.5	0	0.1	15
C28	Cashew	0.5	0	0.1	15
C29	Brazil	0.5	0	0.1	15
C30	Pineapple	0.5	0	0.1	15
C31	Mango	0.5	0	0.1	15
C32	Papaya	0.5	0	0.1	15
C33	Guava	0.5	0	0.1	15
C34	Jackfruit	0.5	0	0.1	15
C35	Lychee	0.5	0	0.1	15
C36	Rambutan	0.5	0	0.1	15
C37	Dragonfruit	0.5	0	0.1	15
C38	Pineapple	0.5	0	0.1	15
C39	Mango	0.5	0	0.1	15
C40	Papaya	0.5	0	0.1	15
C41	Guava	0.5	0	0.1	15
C42	Jackfruit	0.5	0	0.1	15
C43	Lychee	0.5	0	0.1	15
C44	Rambutan	0.5	0	0.1	15
C45	Dragonfruit	0.5	0	0.1	15
C46	Pineapple	0.5	0	0.1	15
C47	Mango	0.5	0	0.1	15
C48	Papaya	0.5	0	0.1	15
C49	Guava	0.5	0	0.1	15
C50	Jackfruit	0.5	0	0.1	15
C51	Lychee	0.5	0	0.1	15
C52	Rambutan	0.5	0	0.1	15
C53	Dragonfruit	0.5	0	0.1	15
C54	Pineapple	0.5	0	0.1	15
C55	Mango	0.5	0	0.1	15
C56	Papaya	0.5	0	0.1	15
C57	Guava	0.5	0	0.1	15
C58	Jackfruit	0.5	0	0.1	15
C59	Lychee	0.5	0	0.1	15
C60	Rambutan	0.5	0	0.1	15
C61	Dragonfruit	0.5	0	0.1	15
C62	Pineapple	0.5	0	0.1	15
C63	Mango	0.5	0	0.1	15
C64	Papaya	0.5	0	0.1	15
C65	Guava	0.5	0	0.1	15
C66	Jackfruit	0.5	0	0.1	15
C67	Lychee	0.5	0	0.1	15
C68	Rambutan	0.5	0	0.1	15
C69	Dragonfruit	0.5	0	0.1	15
C70	Pineapple	0.5	0	0.1	15
C71	Mango	0.5	0	0.1	15
C72	Papaya	0.5	0	0.1	15

Parcel #	Owner	Acres
11	WATER 2000, INC	20.38
12	WATER 2000, INC	44.37
13	2247 2ND AVE	17.00
14	371 1ST AVE	48.37
15	2045 21ST AVE	26.27
16	4641 21ST AVE	79.39
17	4612 42ND AVE	82.26
18	507 1ST AVE	50.39
19	507 1ST AVE	26.17
20	2145 1ST AVE	54.38
21	2407 1ST AVE	18.07

2 OF 2	TOWN OF BLOOMSBURG, CO. JUVENILE COUNTY, PA	 TED L. OMAN & ASSOCIATES, INC. Surveyors and Planners 324 Drakelstown Road Bloomsburg, PA. 17815 (570)784-2767	ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF TED L. OMAN & ASSOCIATES, INC. NO REPRODUCTION OR TRANSMISSION IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, IS PERMITTED WITHOUT THE WRITTEN PERMISSION OF TED L. OMAN & ASSOCIATES, INC.	PROJECT NO. 2007-0001 DATE: 06/16/2007
	PRELIMINARY FINAL LOT CONSOLIDATION, RECONFIGURATION PLAN PREPARED FOR: DILLON FLOOR CORPORATION 135 COLEMAN SQUARE, SUITE BLOOMSBURG, PA 17815 781-2670			TITLE: 2007-0001 DATE: 06/16/2007 DRAWN BY: T.L.O. CHECKED BY: T.L.O.

Lisa Dooley

From: Squires, Thomas J. ((Traffic Unit)) <tsquires@pa.gov>
Sent: Friday, June 07, 2024 8:16 AM
To: Lisa Dooley
Cc: Whitenight, Zachary; Orndorf, David; Szczechowski, Earin; Dibble, Gregory A; McWilliams, Michael P.; Ulmer, Brandon
Subject: RE: PennDOT Customer Care Center - Concern # 20240416-F30853
Attachments: Approved Sign Manufactures.pdf; Municipality Sign-Work Return Form Twp.doc; R3-7-1R All Turn RT.pdf; Railroad St. NB Location.pdf; Railroad St. SB Location.pdf; Regulations on Sign Intallations.pdf; W16-103P Ahead.pdf; 5th St. ahead location.pdf

Dear Lisa Dooley,

Thank you for your correspondence we received on April 16, 2024, regarding your request to implement a "Right Turn Only" condition at the intersection of State Route (S.R.) 11 and Railroad Street in the Town of Bloomsburg.

We have conducted an in-depth analysis at this intersection, the results of our review indicate a "Right Turn Only" condition is justified on Railroad Street for the northbound and southbound approach to S.R. 11 due to the amount of through and left turn crashes.

Since this portion of Railroad Street is owned by the Town of Bloomsburg, the town will be responsible to purchase, erect, and maintain the required signing to post the restriction. In accordance with our statewide regulations found in 67 Pennsylvania Code, Publication 212.5(d)(1), the Department is responsible for approving traffic control at intersections of locally owned roads with state-designated highways.

As seen on the attached, the signs we are recommending to be installed below the stop signs on Railroad Street at this intersection are the "All Traffic Must Turn Right" (R3-7-1R) signs. It is also recommended that a warning sign be erected approximately ¼ mile ahead of the restriction on Railroad Street for the northbound direction at the 5th Street intersection to give motorists advance warning of the restriction. These signs would be the "All Traffic Must Turn Right" (R3-7-1R) sign with a "1/4 Mile Ahead" plaque (W16-103P) mounted below it.

It is also recommended that the town of Bloomsburg contact and inform any production facilities or business that use this intersection for shipping purposes of the restriction that will be put in place, before it is enforced, to minimize any confusion and they can prepare for the situation.

Attached, please find screen shots showing the signs and locations needed to post the restriction, a form to be filled out by the town and returned to this office when the signing work has been completed, a copy of the regulations governing installation of these signs, and a list of state-approved sign manufacturers where the signs must be purchased.

Thank you again for sharing your thoughts regarding this issue. Should you require any additional information, please contact me at 570.368.4210.

To learn more about the Pennsylvania Department of Transportation, visit www.penndot.gov. Feel free to visit our PennDOT Facebook page at <https://www.facebook.com/PennsylvaniaDepartmentofTransportation/>, follow us on Twitter at <https://twitter.com/penndotnews>, and like us on Instagram at <https://www.instagram.com/pennsylvaniadot/>.

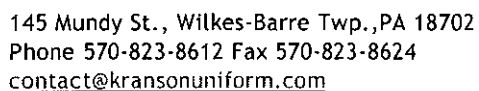
Respectfully,

Thomas J. Squires | Assistant Traffic Manager - Safety & Studies
PA Department of Transportation
Engineering District 3-0 | Traffic Unit
715 Jordan Avenue | Montoursville, PA 17754
Phone: 570-368-4210 | tsquires@pa.gov
www.penndot.gov

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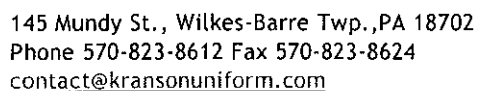
JUNE 11, 2024



SALESPERSON	PO#	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
RK - KK		UPS			Due on receipt	

Make all checks payable to KRANSON CLOTHES INC
THANK YOU FOR YOUR BUSINESS!

JUNE 11, 2024



TO BLOOMSBURG POLICE DEPT

SALESPERSON	PO#	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
RK - KK		UPS			Due on receipt	

QTY	MFG	DESCRIPTION	UNIT PRICE		LINE TOTAL
9	POINT BLANK	GUARDIAN GDCM00BVZ5 EXTERNAL CARRIERS W/ TANK TRACK LASER CUT	315		2835.00
S&H					TBD
TOTAL					\$2835.00

Make all checks payable to KRANSON CLOTHES INC
THANK YOU FOR YOUR BUSINESS!

SECOND AMENDMENT
TO
PROFESSIONAL AND TECHNICAL SERVICES AGREEMENT
Town of Bloomsburg/SEDA-Council of Governments (SEDA-COG)
HOME Grant C000079850

Made and entered into this ____ day of _____, 2024.

By & Between

SEDA-Council of Governments, hereinafter referred to as SEDA-COG, with its principal place of business at 201 Furnace Road, Lewisburg, PA 17837,

And

The Town of Bloomsburg, hereinafter referred to as TOWN, with its principal place of business at the Town Hall, 301 East Second Street, Bloomsburg, PA 17815.

WHEREAS SEDA-COG desires to make changes in the Professional and Technical Service Agreement that was previously executed by and between SEDA-COG and the TOWN on September 13, 2021, and a First Amendment on November 3, 2023.

WHEREAS, TOWN is participating in the COSTARS program under Number 5851;

And

WHEREAS, SEDA-COG has a standing ITQ (4400007410) for the provision of "Technical Assistance – Federal Grant and Loan Program" with the PA Department of General Services (DGS) and is an approved COSTARS provider under Contract Number 44000014141;

NOW, THEREFORE, and in consideration of the foregoing premises and the mutual promise herein set forth, the parties hereto agree, with the intention of being legally bound hereby, to revise the following:

It has become necessary to amend the current effective dates of the agreement of May 20, 2021, to May 19, 2024, to now include a revised timeframe due to a DCED contract extension of the aforementioned HOME contract. The effective dates of this amendment shall now be from May 20, 2021, to May 19, 2025.

ATTEST:

SEDA-COUNCIL OF GOVERNMENTS

BY: _____
Kim Wheeler, Executive Director

ATTEST:

TOWN OF BLOOMSBURG

BY: _____
Justin Hummel, Mayor

AGREEMENT

THIS AGREEMENT, made this 3rd day of June, 2020, by and between
TOWN OF BLOOMSBURG, hereinafter referred to as "TOWN", AND PAUL A. BASKIN, JR.
AND MARYELLEN A. BASKIN, husband and wife, hereinafter referred to as "BASKIN".

WITNESSETH

WHEREAS, BASKIN is the owner of a residential structure located at 472 West Third Street, Bloomsburg, Pennsylvania, which is located in a floodplain as identified by the Federal Emergency Management Agency (FEMA); and,

WHEREAS, the property was damaged by flooding during the September 2011 flood, and BASKIN received payments for the damage sustained in the flood through the National Flood Insurance Program; and,

WHEREAS, the BASKIN property was determined to have suffered damage in excess of fifty percent (50%) of its fair market value; and,

WHEREAS, on August 20, 2019, Paul A. Baskin, Jr. was served a Notice of Substantial Damage Determination, which ordered him, within thirty (30) days of the date of the Notice, to either appeal the findings of the Notice, or to engage a contractor or appraiser to submit a favorable cost analysis for review by the Floodplain Manager, or to present documentation that BASKIN would comply with the Floodplain Management Ordinance of the Town of Bloomsburg; and,

WHEREAS, Paul A. Baskin, Jr. did not respond to nor comply with the above requests, and on December 12, 2019, TOWN filed a citation with Magisterial District Judge Russell L. Lawton charging Paul A. Baskin, Jr. with a violation of the Floodplain Management Ordinance

of the Town of Bloomsburg; and,

WHEREAS, BASKIN has indicated the possibility of storing personal items of BASKIN in the vacant property and providing TOWN with a list of the items stored on the property; and,

WHEREAS, TOWN and BASKIN desire to amicably resolve this matter.

NOW, THEREFORE, intending to be legally bound, TOWN and BASKIN agree to the following:

1. Within 45 days of the execution of this Agreement, BASKIN shall remove from the premises the "mechanicals" consisting of a water heater, a furnace, and an electrical panel, unless the bottom of the electrical panel is eighteen inches (18") or more above the base flood elevation. In the event that power is disconnected to the structure, the electrical panel need not be removed; however, at the time that electricity is restored to the structure, the electrical panel must be located at least eighteen inches (18") above the base flood elevation. In addition, water lines that lead to any of the mechanicals will be capped by BASKIN.

2. After the completion of the above, the Code Enforcement Officer of the Town of Bloomsburg will inspect the property to assure compliance with the above requirements. Upon a satisfactory inspection, the citation pending in the office of Magisterial District Judge Russell L. Lawton will be withdrawn.

3. The subject premises will remain unoccupied until the above-referenced mechanicals are reinstalled.

4. BASKIN may store only items of personal property owned by BASKIN in the premises as set forth on the list of property attached hereto and marked Exhibit A.

5. The use of the premises shall be in compliance with the Zoning Ordinance of the


Town of Bloomsburg and any other applicable Ordinances of the TOWN.

6. A breach of this Agreement shall be a violation of the Floodplain Management Ordinance of the Town of Bloomsburg resulting in the filing of a subsequent citation or citations.

7. This Agreement shall be recorded in the Columbia County Recorder of Deeds Office, and BASKIN shall be responsible for the recording costs.

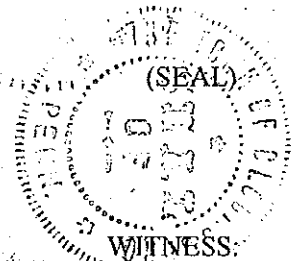
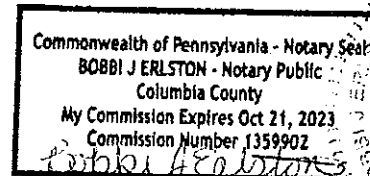
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF BLOOMSBURG:

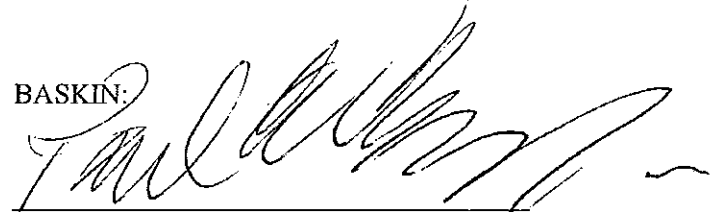
BY: 
WILLIAM S. KREISHER, MAYOR

ATTEST:


LISA M. DOOLEY, SECRETARY



BASKIN:

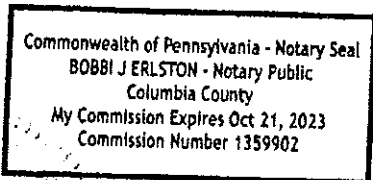

PAUL A. BASKIN, JR.


MARYELLEN A. BASKIN

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

This record was acknowledged before me on June 17, 2020, by
WILLIAM S. KREISHER AND LISA M. DOOLEY, as Mayor and Secretary, respectively, of
the Town of Bloomsburg, who represent that they are authorized to act on behalf of the Town of
Bloomsburg.

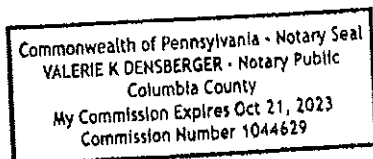


Bobbi J Erlston
Signature of Notarial Officer
Printed Name: Bobbi J. Erlston
Title of Officer: Notary Public
My Commission Expires: October 21, 2023

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

This record was acknowledged before me on June 3rd, 2020, by
PAUL A. BASKIN, JR. AND MARYELLEN A. BASKIN.



Valerie K Densberger
Signature of Notarial Officer
Printed Name: Valerie K Densberger
Title of Officer: Notary Public
My Commission Expires: 10/21/2023

EXHIBIT "A"

- Appliances
- Bikes
- Bike accessories
- Desk
- Chairs
- Grass Mower
- Musical Instruments
- Paint
- Tools
- Shop vac
- Used Furniture
- Folding Table
- Clothes and Shoes
- Shampooer
- Truck Tailgate
- Truck Door
- Junk TVs in attic
- Craft Supplies
- Decorations
- Futon Mattress
- 2 air conditioners

