

PUBLIC WORKS & ENVIRONMENT COMMITTEE MEETING

Tuesday, November 5, 2024, 10:00 a.m.

Town Hall or via Zoom

DIAL: +1 646 558 8656 US & INCLUDE THE MEETING ID: 456-920-3798 & PRESS #.

JOIN ONLINE AT: <https://us02web.zoom.us/j/4569203798>.

Committee responsibilities: Buildings/Grounds/Maintenance, Town Park, Recreation, Parking Lots, Infrastructure, Streets & Street Lighting, Storm/Sanitary Sewer, Recycling Operations, Safety Program, Compost Site and Bloomsburg Municipal Airport.

Committee Members: James Garman (Chair), Nick McGaw and Jessica Jordan.

Citizens to be heard.

- 1.) Approval of the meeting minutes from the October 1, 2024 meeting.
- 2.) Project updates by A. Barton. In addition, to the enclosed projects L. Dooley sent on 10/8/24 the pavilion website update should be included.
- 3.) Update regarding Lockard Avenue not being paved in 2024.
- 4.) Approval of the MS4 services in the amount of \$17,750. L. Dooley would like to note the documentation calculates to \$18,000.
- 5.) Approval of payment to Robert C. Young, Inc. in the amount of \$74,231 for concrete work performed at the Bloomsburg Recycling Center. Note: there was no change orders processed to exceed from the contract that Council awarded for \$64,175.
- 6.) Update on a LSA application request by Charles Fritz for a new grinder at the compost site in the amount of \$531,695.87.
- 7.) Discussion of 2025 engineering services. Does Committee wish to go out for RFP for these services and conduct interview evaluations?
- 8.) Discussion of benches at the Town Park.
- 9.) Review of the Community Resilience Memorandum provided by Charles Fritz.
- 10.) Review of the recycling report.

Next meeting: December 3, 2024

11

Public Works & Environmental Committee Minutes
Tuesday, October 1, 2024, 10:00 a.m.

The meeting was called to order at 10:00 a.m. Council members James Garman, Nick McGaw and Jess Jordan (10:02 a.m.- 10:14 a.m. on Zoom then in person), Justin Hummel and Maria Valentin were in attendance. Town Manager/Secretary/Treasurer Lisa Dooley, Director of Public Works John Fritz, Director of Governmental Services Charles Fritz, Airport Coordinator BJ Teichman, Town Park President Brian Bercher and Administrative Assistant Christine Meeker. Also in attendance were MJ Mahon, Dawn Moore, and Vince DeMelfi (10:08 a.m. on Zoom).

Dave McHenry of 314 W. Main Street was present to request action to get a pothole for the last nine years taken care of. John Fritz will look at it later today.

No new information was available from LIVIC Civil on the Market Street repaving. J. Fritz stated that he was in contact with the water company. The current plan is to pave from 5th Street to Ft. McClure in 2025. The Committee discussed removing the current bike lane and allowing the parking spots to be placed back next to the curb for the winter. The consensus is to leave the bike lane as is until the paving project goes through.

BJ Teichman updated the Committee on the fuel farm project. A number of issues surfaced during the delivery of the tank. The hose reel is not correct, the hose size is incorrect and must be changed per regulations. The control panel is not correct and the ladder is not on the right side of the tank and is constructed from the wrong material.

The concrete steps at the new terminal building are failing. Legal options will be further explored.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee approved the minutes from the September 3, 2024 meeting.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve requesting the Columbia-Montour Area Vocational Technical School to assist with the Bloomsburg Municipal Airport upgrades.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve payment to M & J Excavation, Inc. in the amount of \$202,415.80. Note: This project came in \$42,000.95 under budget.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve the updated invoice from Sokol, Inc. in the amount of \$10,310.

L. Dooley updated the Committee on the Degenstein grant for the Norris E. Rock memorial pool. L. Dooley will look into applying for future grants.

The Committee discussed the purchase of two stainless steel urinals for \$4,632 from Dent Plumbing and Heating, Inc. The Committee wishes to bring these up during budget discussions.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve extending the PA Fish and Boat Commission grant that is set to expire on 12/31/2024 until 12/31/2025.

L. Dooley updated the Committee on the BART trail completion and closeout. The Town received a letter from the state that has flagged issues that have not been completed. This notification has implications on other grants through the state. LIVIC Civil is the engineer on file for these inspections relating to the B.A.R.T. project and the completion of these punch list items. The Committee stated that future projects need to have tighter over-site on all aspects of the project.

J. Fritz provided an update on the condition of the lights in the Town Park. The current globes are broken and/or missing. One LED light has been installed at the corner of Market and Ft. McClure for inspection and consideration for future use. Approximate cost for replacement is \$230 each and the Public Works Department will install them.

The Committee discussed the ADA upgrades for Town Hall. L. Dooley is waiting on a possible grant award through the ARPA Community Facilities Grant. The Committee recommends that the current plan be looked at and scaled back to just try to meet the ADA needs. It was discussed to have the steps on the side of the building blocked off for election day and direct people to use the ramp for access to the building.

A motion to adjourn was made by N. McGaw, seconded by J. Jordan, and voted on unanimously. The meeting adjourned at 12:07 p.m.

Notes taken by Christine Meeker and reviewed by Lisa Dooley.

Lisa Dooley

From: Lisa Dooley
Sent: Tuesday, October 08, 2024 12:10 PM
To: Drew Barton; John Fritz; Charles Fritz
Cc: Jack Breech; Andrew Keister
Subject: Projects

Drew,

Thanks for your time yesterday. As discussed, moving forward we will have a summary of each project updated at Public Works & Env. Committee. You don't have to be present. The document can be included and John Fritz can go over it.

November 5th at 10 a.m. Public Works Committee

LIVIC Civil

- Recycling Center
- Pickleball court
- BART
- 3 ARLE- timeline schedule- we had to extend multiple times already
- SNARL- timeline schedule
- Boat launch
- 2025 Paving contract
- MS4
- Market Street Design

Town update

- Court project/ pavilion/ skatepark area paving at National Park Service
- Pending DCED grant approval- parking lot off of Market Street

Lisa M. Dooley

Town Manager/ Secretary/ Treasurer



E-mail: ldooley@bloomsburgpa.org

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

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

From: Lisa Dooley
Sent: Friday, October 18, 2024 10:29 AM
To: Jack Breech; Rachel Hager
Cc: John Fritz
Subject: 2024 paving



TOWN OF BLOOMSBURG- 2024 PAVING PROJECTS
04/19/2024

PROJECT APPROACH

LIVIC Civil is proud to have been involved in the adoption of the new street cur permit ordinance, implemented in 2020, while also administering an unprecedented number of paving projects in Bloomsburg since 2018. With the proposed paving in 2024 the Town will have completed over 164,000 square yards of milling and overlay with an approximate value of \$2,660,000 (not including pavement restoration that was elected to be completed by private utilities). LIVIC Civil has been requested to provide a scope and fee schedule for the design, administration, and assistance in coordination of utilities for the 2024 Paving Projects. This year's projects are proposed to include:

- 8th Street - Old Berwick Road to Maple Street
- Oak Street - Old Berwick Road to 7th Street
- Maple Street - 7th Street to 8th Street
- 10th Street - Catherine Street to Harriet Street
- Lockard Avenue - Chestnut Street to Penn Street
- Reservoir Street - Wirt Street to Eyer Street
- Jefferson Street - 8th Street to Columbia Avenue
- 6th Street - Railroad Street to Market Street

Lisa M. Dooley
Town Manager/ Secretary/ Treasurer



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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

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

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

2024 Municipal Engineering (Project).

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

As Requests on Project by Project basis.

Owner and Engineer further agree as follows:

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

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

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

6.01 General Considerations

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

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

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

7.01 Definitions

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

8.01 Successors, Assigns, and Beneficiaries

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

9.01 Total Agreement

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

Attachments:

1. 2024 Engineer Rate Schedule

Owner:

By: Lisa Doherty
Print name:
Title: Town Manager
Date Signed: 2/27/2024

Engineer: LIVIC Civil, LLC

By: Andrew J. Barton
Print name:
Title: Principal
Date Signed: 02/020/2023

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

State of: Pennsylvania

Address for Owner's receipt of notices:

301 E. 2nd Street
Bloomsburg, PA 17815

Address for Engineer's receipt of notices:

29 East Main Street
Bloomsburg, PA 17815



**2024
ENGINEERING
RATE SCHEDULE**

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

REIMBURSABLE COSTS

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

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

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

PROJECT APPROACH

The Town of Bloomsburg was issued a Municipal Separate Storm Sewer Permit (MS4) in 2019, for coverage years 2020-2026. The permit requires municipalities to comply with 6 'Minimum Control Measures' (further defined below). LIVIC has submitted annual reports for years 2020, 2021, 2022, and 2023. To date zero comments have been received on any submitted documents, procedures, or administration of the plan.

This year's annual report will include revisions to the Pollution Reduction Plan (PRP). The approved PRP was prepared by Larson Design Group and included a large infiltration basin on each side of State Route 487 near 9th street. As shown, it will not be possible to build these infiltration basins. In addition, the plan calls for a large infiltration basin in the Town Park east of Catherine Street. This basin would encompass the entire area between the pavilion and Kidsburg, adding significant cost. This year's Annual Plan submission will include work done to calculate the sediment reductions from the various rain gardens installed in the Parking Lot projects (Parking Lot D, E, and I), credit from the Little League Improvement projects, and other projects completed after being awarded the 2022 Growing Greener funding.

We propose to complete work on a lump sum basis, specific tasks and associated fees are provided below.

FEES

DESIGN AND CONTRACT PREPARATION

	Budget
1. ANNUAL REPORT	\$5,500
2. POLLUTION REDUCTION PLAN	\$12,500
TOTAL:	\$17,750

SCOPE OF SERVICES

The following Scope of Services outlines the coordination items required for this project:

1. ANNUAL REPORT

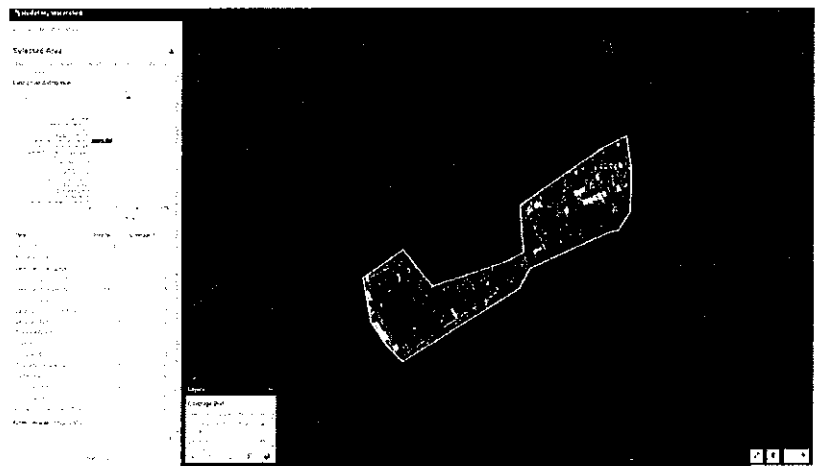
The following summarizes the requirements set forth by PADEP to comply with the administrative requirements of the MS4 Permit

a. MCM #1 PUBLIC EDUCATION AND OUTREACH PROGRAM

MCM #1 is maintained and implemented by Columbia County with support from LIVIC Civil

- BMP #1: Develop, implement, and maintain a written Public Education and Outreach Program
- BMP #2: Develop, implement, and maintain a written Public Education and Outreach Program
- BMP #3: Annually publish one issue of a newsletter, pamphlet, flyer, or webpage that includes general stormwater education information, a description of the SWMP, and/or information about the Township's stormwater management activities.
- BMP #4: In addition to BMP #3, distribute stormwater educational materials and/or information to the target audiences using a variety of distribution methods including, but

BMP -3

INFILTRATION
BASIN

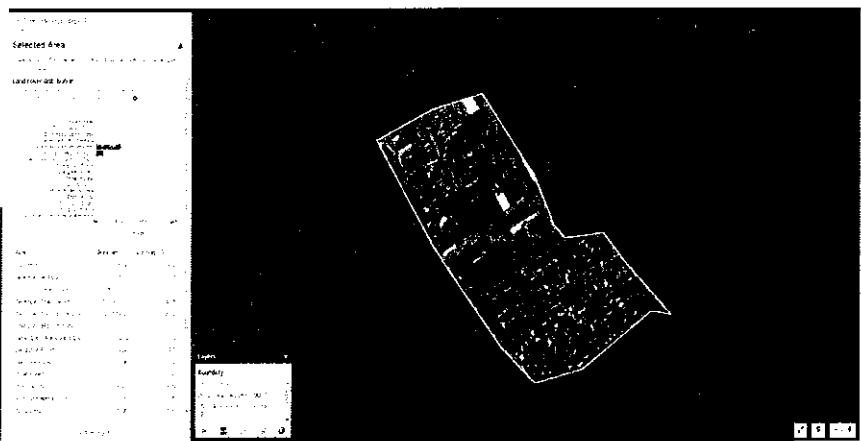
Land Use	Loading Rate (lb/ac/yr)	Sediment Loading (lb/yr)
12.05 impervious acres	1,929.18	23,247.39
13.22 pervious acres	280.39	3,706.98
25.27 total acres		26,954.36 lb/yr to Basin

To account for the sediment removal of the new infiltration basin, the 95% BMP sediment removal efficiency from DEP's BMP Effectiveness Values document must be applied to the 26,954.36 lb/yr from Table 9 as follows:

$$26,954.36 \text{ lb/yr} * 0.95 = 25,606.65 \text{ lb/yr removed}$$

BMP -5

INFILTRATION BASIN – TOWN PARK



Land Use	Loading Rate (lb/ac/yr)	Sediment Loading (lb/yr)
24.50 impervious acres	1,929.18	39,158.74
18.29 pervious acres	280.39	8,428.75
42.78 total acres		52,384.06 lb/yr to Basin

To account for the sediment removal of the new infiltration basin, the 95% BMP sediment removal efficiency from DEP's BMP Effectiveness Values document must be applied to the 52,384.06 lb/yr from Table 10 as follows:

- $52,384.06 \text{ lb/yr} \times 0.95 = 49,384.06 \text{ lb/yr removed}$

not limited to: displays, posters, signs, pamphlets, booklets, brochures, radio, local cable TV, newspaper articles, other advertisements (e.g. at bus and train stops/stations), bill stuffers, presentations, conferences, meetings, fact sheets, giveaways, and storm drain stenciling.

b. MCM #2 PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM

MCM #2 is maintained and implemented by Columbia County with support from LIVIC Civil

- BMP #1: Develop, implement, and maintain a written Public Involvement and Participation Program (PIPP) that describes participation activities and methods for encouraging the public's involvement and input.
- BMP #2: The permittee shall advertise to the public and solicit public input on the following documents prior to adoption or submission to DEP:
- BMP #3: Regularly solicit public involvement and participation from the target audience groups using available distribution and outreach methods. This shall include an effort to solicit public reporting of suspected illicit discharges. Assist the public in their efforts to help implement the SWMP.
- BMP #4: In addition to BMP #3, distribute stormwater educational materials and/or information to the target audiences using a variety of distribution methods, including but not limited to: displays, posters, signs, pamphlets, booklets, brochures, radio, local cable TV, newspaper articles, other advertisements (e.g. at bus and train stops/stations), bill stuffers, presentations, conferences, meetings, fact sheets, giveaways, and storm drain stenciling.

c. MCM #3 ILLICT DISCHARGE DETECTION AND ELIMINATION (IDD&E)

- BMP #1: Develop and implement a written program for the detection, elimination, and prevention of illicit discharges into the regulated small MS4.
- BMP #2: Develop and maintain map(s) that show permittee and urbanized area boundaries, the location of all outfalls and, if applicable, observation points, and the locations and names of all surface waters that receive discharges from those outfalls. Outfalls and observation points shall be numbered on the map(s).

d. MCM #4 CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

- BMP #1: The Town of Bloomsburg may not issue a building or other permit or final approval to those proposing or conducting earth disturbance activities requiring an NPDES permit unless the party proposing the earth disturbance has valid NPDES Permit coverage (i.e., not expired) under 25 Pa. Code Chapter 102.
- BMP #2: Notify DEP or the applicable county conservation district (CCD) within 5 days of the receipt of an application for a permit involving an earth disturbance activity consisting of one acre or more, in accordance with 25 Pa. Code § 102.42.

- BMP #3: Enact, implement, and enforce an ordinance or SOP to require the implementation and maintenance of E&S control BMPs, including sanctions for non-compliance, as applicable.
- e. **MCM #5 POST-CONSTRUCTION STORMWATER MANAGEMENT (PCSM) IN NEW DEVELOPMENT AND REDEVELOPMENT**
- BMP #1: Enact, implement, and enforce a Stormwater Management Ordinance to require post-construction stormwater management from new development and redevelopment projects, including sanctions for non-compliance.
 - BMP #2: Develop and implement measures to encourage and expand the use of Low Impact Development (LID) in new development and redevelopment. Measures should also be included to encourage retrofitting LID into existing development that is inconsistent with LID practices and repeal sections of ordinances that conflict with LID practices. Submission of an ordinance that is consistent with DEP's 2022 Model Stormwater Management Ordinance (3800-PM-BCW0100j) will satisfy this BMP.
 - BMP #3: Ensure adequate O&M of all post-construction stormwater management BMPs installed at development or redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale.
- f. **MCM #6 POLLUTION PREVENTION/GOOD HOUSEKEEPING**
- BMP #1: List operations owned or operated by the Town that have potential for generating pollution in stormwater runoff to the regulated small MS4, including activities conducted by contractors for the permittee. Activities may include street sweeping; snow removal/deicing; inlet/outfall cleaning; lawn/grounds care; general storm sewer system inspections, maintenance, and repairs; park and open space maintenance; municipal building maintenance; new construction and land disturbances; right-of-way maintenance; vehicle operation, fueling, washing, and maintenance; and material transfer operations, including leaf/yard debris pickup and disposal procedures. Facilities may include streets, highways, parking lots and other large paved surfaces; maintenance and storage yards; waste transfer stations; parks; fleet or maintenance shops; wastewater treatment plants; stormwater conveyances; riparian buffers; and stormwater storage or treatment units.
 - BMP #2: Develop, implement, and maintain a written O&M program for all operations that could contribute to the discharge of pollutants from the regulated small MS4, as identified under BMP #1. This program shall address stormwater collection or conveyance systems within the regulated MS4. The written O&M program shall contain site-specific information on pollution prevention and good housekeeping measures.
 - BMP #3: Develop and implement an employee training program that addresses appropriate topics to further the goal of preventing or reducing the discharge of pollutants from operations to the regulated small MS4. The program may be developed and implemented using guidance and training materials that are available from federal, state, or local agencies and other organizations. All relevant employees and contractors shall receive

training (i.e., public works staff; building, zoning, and code enforcement staff; engineering staff; police and fire responders; etc.). Training topics shall include operation, inspection, maintenance, and repair activities associated with any of the operations identified under BMP #1. Training must cover all relevant parts of the permittee's overall stormwater management program that could affect operations, such as illicit discharge detection and elimination, construction sites, and ordinance requirements.

Activity	Activity	Implementation
	Floor drains	Floor drains in garage are fitted with oil separators
	Roof leader	Leaders connect and discharge directly to storm sewer
	Frequency	Oil changes are done once a year inside the garage
	Fueling	Fueling is done off site at local gas stations
	Washing	Washing is done inside the garage where runoff drains to floor drains with oil and grit separator
	Storage	Fleet vehicles are stored inside buildings
	Oil/lubricant	Oil/lubricant is discarded at garages with a waste oil burner
	Spill cleanup	Floor dry is used for spill cleanups
	Salt and Cinders	Salt is stored inside a covered building; cinders are stored outside in the stockyard
	Oil/lubricant	Oil/lubricant is stored in 55-gallon drums or quart size containers inside the garage
	Topsoil	Topsoil is stored outside in the stockyard covered with tarp
	Lawn care	Grass cutting is done once per week
	Leaf collection	Collection occurs two days a week October – December
	Winter maintenance	Salt/cinders/deicers are applied at a 1:1 or 1:2 mix depending on plow routes and traffic volumes; the application rate is 600-800 pounds per lane mile

2 POLLUTION REDUCITON PLAN

- Pollution generation is determined by land coverage. The DEP requirement is to reduce the generated sediment by 10% (with satisfies Phosphorus and Nitrogen reductions). Total reduction is approximately 185,000 lbs.
- Additional BMPs must be added to the report to offset removing previous project No. 3 and No. 5 (see attached)
 - a. Completed projects will be added to the PRP. Calculations showing drainage area, land coverage types, and BMP efficiencies will be provided to quantify the sediment reductions at each new BMP that was installed:
 - ✓ Parking Lot C Rain Garden
 - ✓ Parking Lot D – 3 Rain Gardens
 - ✓ Parking Lot E – 5 Rain Gardens and 1 Hydrodynamic Structure
 - ✓ Parking Lot I – 3 Rain Gardens
 - ✓ Little League Fields – 2 Basins
 - ✓ Recycling Center – Stream Restoration

- b. Additional locations of projects will be investigated and added as required to achieve the required pollution reduction.

ADDITIONAL CONTRACT DETAILS

REIMBURSABLE EXPENSES

Expenses

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

Reimbursable Permit Fees/Project Expenses Estimated

- ❖ Postage, Prints, Mileage, Permit Fees at Cost

5-1

Contractor's Application for Payment

Owner: <u>Town of Bloomsburg</u> Engineer: <u>LIVIC Civil, LLC</u> Contractor: <u>Robert C Young, Inc</u> Project: <u>Recycling Center Improvements</u> Contract: <u>Installation of Multiple Concrete Pads</u>	Owner's Project No.: _____ Engineer's Project No.: <u>1004-54</u> Contractor's Project No.: _____																								
Application No.: <u>1</u> Application Date: <u>10/11/2024</u>																									
Application Period: From <u>9/24/2024</u> to <u>10/11/2024</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 64,175.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 64,175.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 74,231.00</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td> a. _____ X \$ 74,231.00 Work Completed</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td> b. _____ X \$ - Stored Materials</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 74,231.00</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td></td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 74,231.00</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$ -</td> </tr> </table>		1. Original Contract Price	\$ 64,175.00	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 64,175.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 74,231.00	5. Retainage		a. _____ X \$ 74,231.00 Work Completed	\$ -	b. _____ X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ -	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 74,231.00	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ 74,231.00	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -
1. Original Contract Price	\$ 64,175.00																								
2. Net change by Change Orders	\$ -																								
3. Current Contract Price (Line 1 + Line 2)	\$ 64,175.00																								
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 74,231.00																								
5. Retainage																									
a. _____ X \$ 74,231.00 Work Completed	\$ -																								
b. _____ X \$ - Stored Materials	\$ -																								
c. Total Retainage (Line 5.a + Line 5.b)	\$ -																								
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 74,231.00																								
7. Less previous payments (Line 6 from prior application)																									
8. Amount due this application	\$ 74,231.00																								
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Robert C Young, Inc</u> Signature: <u>Ryan M. Young</u> <small>Digitally signed by Ryan M. Young DN: c=US, e=ryoung@rcyinc.com, o="Robert C. Young Inc", cn=Ryan M. Young Date: 2024.10.12 09:24:23-04'CE</small> Date: <u>10/12/2024</u>																									
Recommended by Engineer By: _____ Title: <u>Project Coordinator</u> Date: <u>10/11/2024</u>	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Owner's Project No.:
Engineer's Project No.:

LIVIC Civil, LLC

Robert C Young, Inc

Recycling Center Improvements

Installation of Multiple Concrete Pads

Contractor's Project No.:

1004-54

Contractor's Project No.:

100%

1

Application Period: **From** 09/24/24 **to** 10/11/24

Application Date: 10/11/24

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Town of Bloomsburg	Owner's Project No.:	
Engineer:	UVIC Civil, LLC	Engineer's Project No.:	1004-54
Contractor:	Robert C Young, Inc	Contractor's Project No.:	
Project:	Recycling Center Improvements		
Contract:	Installation of Multiple Concrete Pads		

Application No.: 1

Application Period: From 09/24/24 to 10/11/24

Application Date: 10/11/24

[illegible]



STEPHENSON EQUIPMENT, INC.

Stephenson Equipment, Inc.

600 Sathers Dr

Pittston, PA 18640

USA

570-654-4612 (Phone)

570-654-7417 (Fax)

www.seissc.com

QUOTATION

Quote #	Quote Created	Last Updated	Salesperson
161563	October 19, 2023 06:39 AM by Stephenson Equipment, Inc.	October 31, 2024 07:14 AM by Stephenson Equipment, Inc.	Mathew Lisowski
CUSTOMER:		BILL TO:	SHIP TO:
Bloomsburg Recycling Center 901 Patterson Drive Bloomsburg, PA 17815 USA (570)784-4532 (Phone)		Stephenson Equipment Inc. 7201 Paxton Street Harrisburg, PA 17111-5198 USA 717-564-3434 (Phone) 717-564-7580 (Fax)	Stephenson Equipment Inc. 137 Armstrong Road Pittston, PA 18640 USA 570-654-4612 (Phone) 570-654-7417 (Fax)

2460XP BEAST RECYCLER

Qty	Part #	Description	Base Price
1	MODEL-2460	2460XP - Beast Recycler	\$ 377395.00

STANDARD EQUIPMENT

Qty	Part #	Description	Price
1	STANDARD	Horizontal feed with a 36" diameter x 60" wide cutter mill (mill is equipped with 30 cutter bodies, teeth and rakers to be selected) - 24" high x 60" wide mill opening.	\$ 0.00
1	STANDARD	Full width adjustable anvil constructed with structural steel - Primary Cut Point	\$ 0.00
1	STANDARD	250 gallon fuel tank with magnetic drain plug and a direct-reading float style level gauge.	\$ 0.00
1	STANDARD	120 gallon hydraulic tank with magnetic drain plug, aluminum fluid sight gauge, and shutoff valves.	\$ 0.00
1	STANDARD	14'-8" long x 60" wide steel slat infeed conveyor direct driven by a hydraulic motor/planetary gear box combo with high tensile (WDH100) roller chain system - Hopper length is 13'-10".	\$ 0.00
1	STANDARD	11'-6" long x 42" wide primary discharge conveyor and a 22'-9" long x 42" wide secondary height adjustable discharge conveyor with magnetic head pulley. (Has an approximate stacking height of 15').	\$ 0.00
1	STANDARD	Single front hydraulic stabilizer with (2) cylinders.	\$ 0.00
1	STANDARD	10 groove cutter head drive system, 5V Banded Kevlar belts and ductile iron sheaves. Housed in steel belt shield with access to check belt tension.	\$ 0.00
1	STANDARD	(4) engine shut down switches located on all four corners of machine.	\$ 0.00
1	STANDARD	10 pound ABC Type Fire extinguisher with mount.	\$ 0.00
1	STANDARD	Lockable control cabinets for both hydraulic valves and machine control panel.	\$ 0.00
1	STANDARD	(2) heat actuated auto fire extinguishers; (1) mounted inside control cabinet and (1) mounted on/near engine (location varies by engine option).	\$ 0.00
1	STANDARD	Dust suppression system includes misting nozzles located over cutter mill, feed wheel and discharge	\$ 0.00
1	STANDARD	24 volt system with rubber mounted LED taillights, 7 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors. Also includes (2) 1400 CCA batteries	\$ 0.00
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable	\$ 0.00
1	STANDARD	Proportional Feed System (Regulates feed system with 5 preset speeds ranging from 10 - 50 FPM and reverses feed system once engine goes below a set RPM, then re-starts feed system once engine re-gains full RPM).	\$ 0.00

6-2

1	STANDARD	(1) 20" diameter 59" wide floating feed wheel internally driven by a hydraulic motor/gearbox combination. Also features 1-3/4" teeth located around the diameter of the feedwheel.		\$ 0.00
1	STANDARD	Radio remote control with tether remote back-up and 50' of cord (Controls yoke up, infeed conveyor forward / reverse, feed wheel forward/reverse, infeed and discharge speeds, discharge height adjust, engine throttle, fan purge and engine e-stop).		\$ 0.00
1	STANDARD	Auto oiler system (lubricates infeed drive chain and auger chain (if applicable))		\$ 0.00
1	STANDARD	HR100 hydraulic oil cooler		\$ 0.00

OPTIONS

1	333-32273	Standard Imron Industrial Urethane Bandit Yellow Specified: Bandit Yellow	\$ 0.00	\$ 0.00
1	990-RC1649-221	John Deere 13.6L, 525 horsepower engine without clutch (Includes reversing fan)) - Tier 4 FINAL (Includes 2 year / 2,000 hour engine warranty, must register engine with Superior Diesel in order for warranty to be activated)	\$ 150805.00	\$ 150805.00
1	882-6000-10	Engine components and installation for John Deere 525 horsepower (Includes (2) 4D-XHD Interstate battery, 12V 1000 CCA) - Tier 4 FINAL	\$ 5575.00	\$ 5575.00
1	OPTION-882-5000-13	HPTO13 PT Tech fluid clutch (Can only be used on engines 540 horsepower and below)	\$ 33825.00	\$ 33825.00
1	STANDARD-900-5	Tandem 20,000 pound air brake axle	\$ 0.00	\$ 0.00
1	914-84 STANDARD-900-5 905-80	385/65R 22.5, 16 Ply Super Single Tires Mounted on 10 Bolt Aluminum Rims	\$ 0.00	\$ 0.00
1	990-100931	3" pintle hitch with safety chains, slip hooks, and 7 prong replaceable coiled power cord	\$ 0.00	\$ 0.00
30	982-3019-12	Replaceable Raker style cutter body to be installed on machine	\$ 151.30	\$ 4539.00
30	982-2003-57	Chipper knife cutter body to be installed on machine	\$ 255.85	\$ 7675.50
1	882-2100-15	3" modified diamond screen to be installed on machine (2 required)	\$ 1160.00	\$ 1160.00
1	882-2100-25	4" modified diamond screen to be installed on machine (2 required)	\$ 1120.00	\$ 1120.00
1	OPTION-882-5000-10	Air compressor with gas engine along with hose reel and 50' hose. Also Includes one M7 impact wrench with applicable sockets for changing teeth and cutterbodies	\$ 9860.00	\$ 9860.00

CUSTOMER TOTALS

Total Unit Price:		\$ 591954.50
Customer Discount:	3.0000 %	- \$ 17758.63
Customer Net Unit Price:		\$ 574195.87
Customer Allowances / Trade-In: (State Contract 4400028339):		- \$ 50000.00
Customer Total After Allowances/Trade-In:		\$ 524195.87
Freight/Shipping:		\$ 7500.00
Customer Total:		\$ 531695.87

TERMS AND CONDITIONS

1. Buyer agrees to grant Bandit Industries, a security interest in the equipment covered by this order unit said equipment is paid in full.
2. This is a shipment contract and the goods shall be delivered F.O.B. Bandit Industries, Remus, Michigan. The risk of loss of the goods shall pass to the buyer as the goods are tendered to the carrier.
3. In the event Buyer defaults in the payment of any amounts due hereunder immediately due and payable without notice or demand, and shall have all of the remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Upon repossession of the equipment by Seller, any notices required to be given by Seller to Buyer with respect to the sale or other disposition. In the event of a default, Buyer agrees upon Seller's request to make the equipment available to the Seller at such place as Seller may designate.
4. The Buyer agrees to keep the above described property insured against loss or damage by fire, wind, theft and accident by an insurance company or companies is to be payable to the Seller as its interest may appear, and the policies to be delivered to and retained by the Seller until the purchase price is paid in full. Such insurance coverage shall begin when Seller tenders the goods to the carrier.
5. Any tax other governmental charge upon the production, sales, or shipment of the goods sold hereunder, now imposed, or hereafter becoming effective during the term of this agreement, shall be added to the price herein provided, and shall be paid by the Buyer to the Seller.
6. This shall become a binding contract and effective as of the date when, but not before, either:
 - (a) It has been accepted by the Seller at its executive office, or
 - (b) The equipment has been delivered to the Buyer with or without acceptance in writing. Notice of acceptance is hereby waived by the Purchaser. The Purchaser acknowledges receipt of a true and complete copy of its sales agreement.
7. Seller shall not be responsible for failure to ship according to the terms and conditions of this contract, where such failure is caused by any fires, strikes, labor difficulties, failure of carriers to furnish facilities or acts of carriers, or other causes beyond the control of Seller: Provided that when such failure does not exist Seller shall perform this contract within a reasonable time.
8. There are no understandings, agreements, or representations, express or implied including any recording, merchantability, or fitness for a particular purpose, not specified herein, respecting this contract or the equipment hereunder. The contract and warranty are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement the definition contained in the Code is to control.
9. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included with this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
10. This agreement can not be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
11. This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform code as adopted by the State of Michigan as effective and in force on the date of this agreement.
12. The counterpart of this contract held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between in and the signed copy.

Community Resilience Memorandum

To: Bloomsburg Town Council
From: Charles Fritz, CRS Coordinator
Subject: Floodplain Management Annual Progress Report

Completed

- Conducted two public outreach of flood information. (1) National Night Out August 13, 2024 and (2) stand at the Bloomsburg Fair September 21th - September 28, 2024.
- Conducted a flood awareness week campaign with daily social media messages.
- Outreach to entire community done with the annual recycling calendar.
- Outreach to Repetitive Loss properties sent out to all properties within the SFHA.
- Program for Public Information plan utilized to conduct outreach.
- Maintained and updated the Town's flood information page
- Test the emergency voice command siren -done November 4, 2024
- Flood ordinance compliant with the new Flood Insurance Rate Map (FIRM) dated July 31, 2024. Notification of the change to the FIRM was sent with outreach education.
- CRS recertification completed pending results

Ongoing

- Check links on flood information page
- Educational Outreach to the Community.
 - Educational outreach regarding flooding and safety is disseminated to the community via direct mailings, brochures, the Town website, Facebook, and Twitter pages.
- Flood Task Force quarterly meetings involve community members with intent to reach the public with flood preparedness messages.
- Floodplain Manager Phil Prout with Barry Isset & Associates continues to review all development within the floodplain.
- All Code Officers and Floodplain Manager log resident's calls, emails and responses regarding floodplain questions and answers.
- Conduct an annual tabletop exercise and drill on flood emergency response.
- Boots on the Ground response team for post flood property evaluation per FEMA guidance. Continue to seek team members and conduct training.
- FMA/ Swift funding for elevation of home at 334 E 9th Street ongoing close to completion.
- Working with the Columbia County Housing Authority on Buyout of repetitive loss flooding properties.

Future

- The Town will seek flood mitigation through grants when available.
 - Determine appropriate mitigation action – elevation, demo, demo and rebuild where appropriate.
- The Town will review recommendations from the Town Flood Task Force for possible changes or necessary outreach.
- Based upon the Columbia County Fishing Creek study results, develop a Comprehensive flood mitigation plan.
- Work with the County and engineers for future flood levee development.
- Determine where property buy out/ demolition is best based upon future levee construction locations.
- Consider installing a meteorological station/ weather gauge at the Airport.
- Implement mitigation action recommendations outlined in the Lime Ridge Corridor study.
- Install an automated USGS gauge on the Railroad Street bridge.

**BLOOMSBURG RECYCLING CENTER
MONTHLY SUMMARIES
OCTOBER 2024**

I. <u>COLLECTIONS:</u>				<u>Tons</u>
A. Bloomsburg Curbside				12.70
B. Commercial Collections				219.00
C. Center Drop-Off's				70.97
D. Cluster Collections				0.28
MONTHLY TOTAL				<u>302.95</u>
II. <u>SHIPMENTS:</u>				
	2024 YTD	2023 YTD	OCT	
Clear Glass	169360	136700	33435	
Brown Glass	49450	47490	5445	
Green Glass	39105	29990	5730	
Mixed Glass	131535	185560	0	
Steel Cans	61270	87985	0	
Aluminum Cans	32595	33990	0	
	<u>2024YTD</u>	<u>2023 YTD</u>		
Cardboard	2080175	1954575	176400	
Mixed Paper	2032795	939105	170875	
	<u>2024YTD</u>	<u>2023 YTD</u>		
Newspaper	87540	87525	0	
Office Paper	40025	42115	0	
Hardcover Books	41225	44500	0	
PET #1	86420	128095	0	
HDPE-natural	27275	44375	0	
HDPE-colored	17115	28115	0	
PET/HDPE	105725	84900	43310	
Misc. Plastics	273425	335545	41820	
TOTAL POUNDS	5275035	4210525	477015	
TOTAL TONNAGE	<u>2637.52</u>	<u>2105.26</u>	<u>238.51</u>	

BLOOMSBURG RECYCLING CENTER MONTHLY SUMMARIES OCTOBER 2024

