

PUBLIC WORKS & ENVIRONMENT COMMITTEE MEETING

Tuesday, January 7, 2025, 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 December 3, 2024 meeting.
- 2.) James Hunt- Presentation of Berkheimer taking over the Recycling billing.
 - a. Approval of the agreement with H. A. Berkheimer, Inc. for Recycling billing services.
- 3.) Update on the fuel farm.
 - a. Does the Committee wish to fund fixing the existing fuel tank?
- 4.) Update on the pavilion platform for 2025.
 - a. Does the Committee wish to rope off pavilion usage for the weekend of April 26, 2025?
- 5.) Update on the pickleball court project.
 - a. Meeting will occur on Thursday, January 9th at 1 p.m.
- 6.) Update on the Columbia Child Development Center.
- 7.) Update on the airport steps.

Next meeting: February 4, 2025

Public Works & Environmental Committee Minutes
Tuesday, December 3, 2024, 10:00 a.m.

The meeting was called to order at 10:00 a.m. Committee members James Garman, Nick McGaw, and Jess Jordan were in attendance along with Maria Valentin, Bonnie Crawford (Zoom), and Mayor Justin Hummel. Town Manager/Secretary/Treasurer Lisa Dooley, Director of Code Enforcement Michael Reffeor, Airport Coordinator BJ Teichman and Administrative Assistant Christine Meeker. Also in attendance were MJ Mahon, Dawn Moore, and Jared Fenstermacher.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee approved the minutes from the November 5, 2024 meeting.

The Committee discussed the concrete issue at the airport terminal building. The consensus of the Committee was to not send a demand letter to the architect and instead, pursue the following steps:


1. Request assistance from Barry Isett to access the failure of the concrete and give guidance on what will be required for the permitting process.
2. Request a quote from LIVIC Civil to prepare a bid spec for repairs.
3. Request quotes from contractors for the needed repairs.

L. Dooley gave an update on the electronic gate at the Recycling Center. The bar-type gate will be open during the day and closed across the exit during non-business hours for security reasons.

A motion to adjourn was made by N. McGaw, seconded by J. Jordan, and voted on unanimously. The meeting adjourned at 10:57 a.m.

Notes taken by Christine Meeker and reviewed by Lisa Dooley.

AGREEMENT

ARTICLES OF AGREEMENT, Made this _____ day of _____, _____, By and Between the **TOWN OF BLOOMSBURG, COLUMBIA COUNTY**, Pennsylvania, hereinafter referred to as "CLIENT" and **H. A. BERKHEIMER, INC.**, a Pennsylvania corporation, with its principal offices at 50 North Seventh Street, Bangor, Northampton County, Pennsylvania, trading as "Berkheimer Tax Administrator" () , hereinafter referred to as "BERKHEIMER."

WITNESSETH:

WHEREAS, Title 53 of Purdon's Pennsylvania Statutes Annotated, Section 2231 et seq.; Title 53 of Purdon's Pennsylvania Statutes Annotated, Section 7251 et seq.; and Title 53 of Purdon's Pennsylvania Statutes Annotated, Section 2261 et seq., authorize political subdivisions, including CLIENT, to levy, assess, and collect Resident Recycling Fees; and

WHEREAS, CLIENT by Resolution and/or Ordinance, has levied, assessed and provided for the assessment, billing and/or collection of Resident Recycling Fees; and

WHEREAS, BERKHEIMER provides billing services; and

WHEREAS, CLIENT has accounts outstanding for Resident Recycling Fees and desires to have same billed; and

WHEREAS, CLIENT by execution of this Agreement hereby designates, hires and retains BERKHEIMER to bill for the collection of Resident Recycling Fees, and BERKHEIMER by execution of this Agreement agrees to same;

NOW, THEREFORE, in consideration of these understandings, covenants and agreements, the parties hereto, each intending to be legally bound hereby, do covenant and agree as follows:

1. CLIENT does hereby employ BERKHEIMER to bill for Recycling fees for CLIENT for the period commencing **January 1, 2025** and ending **December 31, 2027**.

2. BERKHEIMER agrees to:

a. Provide, at its sole expense, the Resident Recycling Fees bills for the CLIENT, printing information updated by the CLIENT.

b. Provide all forms, envelopes, or other printed matter necessary to collect CLIENT's Resident Recycling Fees.

c. Convert and establish the CLIENT's account billing file annually from information supplied by the CLIENT.

d. Print the following fee reports on an annual basis:

i. File maintenance report;

ii. Payments/Credits report; and

iii. Billing Register

e. Maintain the CLIENT account billing files on a daily basis.

f. Post all payments, remitting and reporting the collected amounts on a monthly basis.

g. Report to the CLIENT quarterly on the status of all accounts. List will reflect all accounts originally billed, interim billings, accounts paid and timing of payments.

h. Provide a monthly billing of charges for all services rendered. The billing will enumerate all charges.

i. Provide computer programs necessary for processing and reporting Recycling fees.

3. **Compensation.** CLIENT agrees to compensate and reimburse BERKHEIMER for all of BERKHEIMER's services and for all materials furnished including, but not limited to, expenditures made by BERKHEIMER for equipment, supplies, personnel and related expenses in an amount equal to **One and One Half Dollars (\$1.50)** per bill printed by BERKHEIMER plus postage, and **One and Twenty-five One Hundredths Dollars (\$1.25)** plus postage for each reminder notice, which compensation and reimbursement shall be known as "BERKHEIMER's commission." This commission rate shall be effective throughout the term of this Agreement. CLIENT agrees to pay BERKHEIMER such commission not later than the fifteenth

(15th) day following each monthly reconciliation payment by BERKHEIMER to CLIENT. BERKHEIMER shall have the right to increase its fees on an annual basis as necessary; however, said increase of fees will not exceed five percent (5%) per year. Should CLIENT fail to pay BERKHEIMER's invoice for service charges when due, BERKHEIMER shall have the right to add and CLIENT shall be liable for interest at the rate of one and one-half percent (1½%) per month on any principle amount due and outstanding by CLIENT. ***CLIENT shall be liable for all postage charges incurred by BERKHEIMER.***

4. **Client Contact.** CLIENT agrees to appoint a specific individual or individuals as its authorized representative to make requests upon and receive any and all information and records from Berkheimer, relative to the collection of Resident Recycling Fees for CLIENT, as desired and deemed necessary by CLIENT, to be used for official purposes only.

5. **Duties of Client.** CLIENT expressly agrees to do the following:

- (a) at its sole expense, publish all legal notices required to be published in any newspaper of general circulation and/or in the necessary legal journals by the laws of the Commonwealth of Pennsylvania in the enactment and/or administration of the CLIENT's ordinance;
- (b) provide BERKHEIMER with its most recent Resident Recycling Fees fee records and accounts;
- (c) provide to BERKHEIMER information sufficient to maintain and update said fee records and accounts. The parties agree and acknowledge that BERKHEIMER shall use its best reasonable efforts to update CLIENT's records during its tenure as collector, using those resources available to it; however, CLIENT bears the ultimate responsibility for updating said records;
- (d) provide to BERKHEIMER all necessary tax enactments and other documents not previously identified herein for the collection of the Resident Recycling fee charges;

6. **Audit.** Except as set forth in this provision, or as otherwise required by law, BERKHEIMER shall not be required to either submit to or provide for any other type of audit or inspection of Resident Recycling fee records.

7. **Non-liability of Berkheimer & Disclaimer.** CLIENT shall hold harmless and indemnify BERKHEIMER from and against any and all loss, damage or claim for actual or attempted Resident Recycling fee collection(s) and billing or attempted billing arising from:

(a) incorrect, illegal or improper Resident Recycling fee records submitted by CLIENT to BERKHEIMER;

(b) incorrect, illegal or improper tax information submitted by residents/properties located within CLIENT's jurisdiction, to BERKHEIMER;

(c) incorrect, illegal or improper information submitted by any other source to BERKHEIMER, upon which BERKHEIMER can reasonably be expected to rely upon;

(d) the withholding of correct, legal or proper information by CLIENT from BERKHEIMER;

(e) the withholding of correct, legal and proper information by residents/properties located within CLIENT's jurisdiction, from BERKHEIMER; and

(f) the withholding of correct, legal and proper information by any other source from BERKHEIMER, upon which BERKHEIMER can reasonably be expected to rely upon.

BERKHEIMER does not expressly or impliedly guarantee to CLIENT that it will collect a sum certain for CLIENT in any given year. BERKHEIMER shall not be responsible to defend or uphold the validity, legality, or constitutionality of CLIENT's Resident Recycling fee Ordinances/Resolutions. To the extent BERKHEIMER advises CLIENT of any errors which it may discover committed in the collection of CLIENT's Resident Recycling Fees prior to BERKHEIMER's tenure as collector, including but not limited to errors in distributions and/or inaccurate records, which may have been caused or created by the CLIENT or its duly elected or

appointed officials or agents or collectors, past or present, and to correct said errors to the best of its ability and to the extent that BERKHEIMER is required to correct said prior collection errors, CLIENT hereby indemnifies BERKHEIMER from and against any and all loss, damage or claim relative to uncollected fee revenue caused by said prior collection errors and/or BERKHEIMER's inability to correct same. BERKHEIMER shall not be ultimately responsible for the maintenance or update of and does not guarantee the accuracy of CLIENT's Resident Recycling fee records and accounts.

BERKHEIMER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER.

BERKHEIMER shall not be responsible for delay, non-delivery or default in the performance of services under this Agreement in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or non-delivery or delay because of fire, flood, drought, accident, insurrection, lockout, breakdown of machinery, commandeering of vessel carrying goods, or from loss or damage in transit, or detention or delay of vessel, resulting directly or indirectly from an act of God, perils of the sea, stoppage of labor, shortage of cars, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage of collections or disbursement of monies collected otherwise beyond BERKHEIMER's control. BERKHEIMER shall not be liable for any requested and proven taxpayer refunds or interest thereon. Neither shall BERKHEIMER be liable to CLIENT for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BERKHEIMER, or the provision of services or performance hereunder,

whether based in contract, tort or any other legal theory, and whether or not BERKHEIMER has been aware of the possibility of such damages. Any damages not excluded by this provision or the Agreement in general shall be limited to proven direct damages that CLIENT shall have the duty to mitigate.

8. **Renewal.** Either party may terminate this Agreement at the expiration of the term created herein by giving to the other written notice of its intention to do so at least ninety (90) days prior to the actual ending date of the current term of appointment; however, in default of such notice, this Agreement, with all the conditions and covenants thereof, shall continue in full force and effect for the additional period of **one (1) year** and so on for **one-year periods** thereafter until terminated by either party giving to the other ninety (90) days written notice of intention to terminate said Agreement prior to the expiration of the then current term. In the event of termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms, BERKHEIMER shall complete, and have the opportunity and right to complete its collections for the then current term and shall be compensated accordingly under the terms of this Agreement.

9. **Records.** BERKHEIMER shall deliver to CLIENT alphabetical lists of all residents/properties located in the CLIENT's jurisdiction and reports of payments posted by BERKHEIMER during the preceding year within a reasonable period of time after the termination of this Agreement. In the event of termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms, any account(s) under or subject to a payment plan shall remain with BERKHEIMER until such collection action is completed and BERKHEIMER shall be compensated for such collections pursuant to the terms of this Agreement. BERKHEIMER shall have the right to deliver said information to CLIENT in a form it so chooses and mutually agreeable to both parties. In the event that the parties cannot agree upon an acceptable format to deliver said records, BERKHEIMER shall deliver said records in a universal computer, Delimited, flat data file. Moreover, in the event said records or information are contained within and made a part of similar

records relating to the collection of taxes of other political subdivisions whose taxes are also collected by BERKHEIMER, then in that event, the CLIENT shall not be entitled to receive non-CLIENT records. However, CLIENT shall have the right to make copies of said records or to examine same in the office of BERKHEIMER for the purpose of obtaining such information as it relates solely and exclusively to the collection of the fees for CLIENT. BERKHEIMER shall not be required to deliver to CLIENT any source documents. In no event shall BERKHEIMER be required to deliver said information/records to any person or entity other than to CLIENT, including but not limited to any successor collectors. Computer hardware and software utilized by BERKHEIMER in the collection process is, and shall remain, the exclusive property of BERKHEIMER.

10. **Tax Enactment/Regulations.** Incorporated by reference into this Agreement is the CLIENT's Resolution/Ordinance for the collection of Resident Recycling Fees and other pertinent materials relating to the aforementioned fees as adopted from time to time by CLIENT. Concurrently with the execution hereof, CLIENT has delivered to BERKHEIMER a copy of the Resident Recycling Fees Resolution and/or Ordinance of CLIENT, of the Resolution and/or Ordinance approving these Articles of Agreement, and other pertinent materials relating to the Resident Recycling Fees of CLIENT. In the event that the CLIENT's enactments are declared invalid or repealed for any reason whatsoever following the execution of this Agreement, CLIENT shall remain liable to BERKHEIMER for any and all reasonable costs and expenses incurred and collection fees for services rendered by BERKHEIMER in the collection of the Resident Recycling Fee until such time that the alleged invalidity has been finally adjudicated or such repeal finalized. If any provisions of the CLIENT's enactments are challenged in a court of competent jurisdiction, BERKHEIMER shall be permitted to continue with its collection efforts until final adjudication, unless otherwise enjoined by the court. CLIENT approves and adopts all rules and regulations promulgated by BERKHEIMER for purposes of administration of the Resident Recycling Fees. CLIENT agrees to deliver to BERKHEIMER, within thirty (30) days after enactment, all amendments

to the Resident Recycling fee Resolutions and/or Ordinances and to the rules and regulations pertaining thereto.

11. **Miscellaneous Charges.** The parties acknowledge and agree that BERKHEIMER is authorized to retain excess bank earning credits to offset any bank item processing fees incurred by BERKHEIMER.

12. **Dispute Resolution.** Any dispute, controversy or claim arising out of or under this agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result, shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7301 *et seq.*, and shall be nonappealable except in accordance with such act. Each party shall appoint one such arbitrator, and a third arbitrator shall be chosen by the two arbitrators aforementioned within five days after their appointment. The decision of the majority of such arbitrators shall be binding and conclusive upon the parties hereto. The appointment of such arbitrators shall be made within five days after receiving notice from any one of the parties hereto to make such appointment. The failure of any one of the parties to so appoint an arbitrator shall authorize the other to make an appointment for it. If such two arbitrators shall fail or be unable within five days to select a third arbitrator, then and in such event, any Judge of the Common Pleas Court of Northampton County, upon application made by any one of the parties hereto for that purpose, is authorized and empowered to appoint such additional arbitrator.

13. **Breach of Contract.** If a party breaches any material term of this Agreement and fails to remedy the breach within sixty (60) days of receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement for cause. Any other claims for damages resulting from the alleged breach must be handled through the dispute resolution process set forth in paragraph 12 above.

14. **Effect of Termination.** In the event that this Agreement is terminated at the end of any Term of Appointment or renewal thereof, and upon BERKHEIMER's completion of its collections, no term, right, or duty imposed by this Agreement upon a party, with the exception of those rights contained in paragraphs 9 and 12 pertaining to Resident Recycling fee records and the dispute resolution process, shall be deemed or construed to survive the termination of the Agreement as a whole

15. **Notices.** Any notice given hereunder by either party to the other shall in writing and shall be deemed given when delivered personally or five (5) days after being sent by certified mail, return receipt requested, as follows:

If to the CLIENT:
LISA DOOLEY, TOWN MANAGER
TOWN OF BLOOMSBURG
301 E 2ND ST
BLOOMSBURG PA 17813

If to BERKHEIMER:
50 North Seventh Street
Bangor, PA 18013
Attention: Client Services Department

16. **Miscellaneous.** In the event that any phrase, clause, sentence or paragraph of this Agreement is declared invalid by any court of competent jurisdiction, this Agreement shall survive such declaration of invalidity as regards all portions of the Agreement not specifically declared invalid. The headings contained in this Agreement are for the convenience of the parties only. This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement represents the entire Agreement between the parties and any modification of same must be in writing to be valid. This Agreement shall binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as
above written.

H.A. BERKHEIMER, INC.

TOWN OF BLOOMSBURG,
COLUMBIA COUNTY

BY: Patricia A. McNamara
Patricia A. McNamara, President

BY: _____

ATTEST:

BY: Heather N. Shoup
Heather N. Shoup, Secretary

BY: _____

