

PUBLIC WORKS & ENVIRONMENT COMMITTEE MEETING

Tuesday, April 8, 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.

10:00 a.m. First Public Hearing- Community Development Block Grant application preparation schedule FFY 2025.

Mike Roberts- Cohen Law Group- Right of Way.

- 1.) Approval of advertising the parking schedule. Note: this was sent to this Committee from the Community Economic & Development & Public Safety Committee.
- 2.) LIVIC Civil Updates:
 - a. Boat launch project.
 - b. Bloomsburg Court Rehabilitation Project.
 - Approval of notifying the school district of the project for the fall of 2025 and spring of 2026.
 - 2025 Tennis Program Schedule- June 9th- July 3rd.
 - c. ARLE- Market & 5th, Route 11 & Park, & Retiming.
 - d. SNARL.
 - e. Market Street.
 - f. MS4 projects.
 - Approval of a resolution and a letter of financial commitment.
 - Approval of posting a public notice on social media/ website.
 - Approval of informing the County Planning of the project.
- 3.) Discussion of Town Park pavilions- requested by Chief Price.
- 4.) Discussion and any motion deemed necessary:
 - a. Dog Park.
 - b. Parking lot off Market Street is currently closed off from people parking.
 - c. Pollinator fields.
- 5.) Approval of installing a split rail fence at the airport to block the fueling area from the parking lot.
- 6.) Approval for the EAA to use the office area in the Hock Hangar at zero cost.

- 7.) Approval of selling airport fuel from the old fuel tank to Columbia Aircraft Services at a \$0.50 discount.
- 8.) Approval of purchasing a roller from Cleavland Brothers in the amount of \$50,540. Note: The Public Works Director wishes to have the roller placed on Municibid for a base of \$4,000 and not taking the \$3,500 credit on the invoice.
- 9.) Approval of listing the roller on Municibid at a minimum price of \$4,000.
- 10.) Approval of the meeting minutes from the March 4, 2025 meeting.
- 11.) Review of the monthly reports.
 - a. Recycling.
 - b. Compost.
 - c. Airport.

Old business: airport concrete steps.

Next meeting: May 6, 2025

TOWN OF BLOOMSBURG
COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION PREPARATION SCHEDULE
FFY 2025

Notice to Community Organizations	March 25, 2025
Public Hearing Notice Publication Date	March 25, 2025
First Public Hearing	April 8, 2025 Tuesday, 10:00 AM
Public Works Committee Project Recommendations	May 6, 2025 Tuesday, 10:00 AM
*Council Project Review and Selection	May 12, 2025 Monday, 7:00 PM
Final Public Hearing Notice Publication Date/ Annual Action Plan Published for Comment	June 3, 2025
Final Public Hearing	June 23, 2025 Monday, 7:00 PM
End of Annual Action Plan Comment Period	July 3, 2025
*Annual Action Plan Approval	July 14, 2025 Monday, 7:00 PM
Anticipated Annual Action Plan Submission Deadline	August 31, 2025

***Denotes formal action by the Bloomsburg Town Council.**

Est. FFY Allocation: \$226,674



**TOWN OF BLOOMSBURG
COLUMBIA COUNTY, PENNSYLVANIA
ORDINANCE NO. _____**

* * *

AN ORDINANCE OF THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ESTABLISHING REGULATIONS GOVERNING THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE TOWN OF BLOOMSBURG.

SECTION I. Definitions.

- A. The following words, when used in this article, shall have the meanings ascribed to them in this section, except in those instances where the context clearly indicates otherwise.
1. *Accessory Equipment* — Any equipment serving or being used in conjunction with a Wireless Communications Facility or Wireless Support Structure. The term “Accessory Equipment” includes but is not limited to transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or similar structures.
 2. *Applicant* – Any natural person, corporation, Limited Liability Company, trust, joint venture, association, company, partnership, governmental authority or other entity that is seeking a Right-of-Way Use Agreement and/or Right-of-Way Construction Permit in order to construct, operate, and maintain facilities in the right-of-way.
 3. *Cable Act* – The Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and as hereafter amended (47 U.S.C. §§ 521 et seq., as hereafter amended).
 4. *Cable Franchise* – Authorization granted by the Town in accordance with the Cable Act, authorizing a person to own, construct, operate and maintain a cable system to provide cable service within the Town.
 5. *Cable Operator* – A person providing or offering to provide cable service over a cable system within the Town as that term is defined in the Cable Act.
 6. *Cable Service* - The one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

7. *Collocation* — The mounting of one or more WCFs, including antennae, on a pre-existing structure, or modifying a structure for the purpose of mounting or installing a WCF on that structure.
8. *Eligible Facilities Request* – Any request for Modification of a Wireless Support Structure that currently supports one or more WCFs that does not Substantially Change the physical dimensions of such Wireless Support Structure, involving: (1) Collocation of a new WCF or Accessory Equipment, (2) removal of a WCF or Accessory Equipment, or (3) Replacement of a WCF or Accessory Equipment.
9. *Emergency* – A condition that constitutes a clear and immediate danger to the health, welfare, or safety of the public, as determined by the Town in its sole discretion.
10. *Facilities* – Conduit, pipes, cables, wires, lines, towers, optic fiber, antennae, poles, associated equipment and appurtenances, and any other infrastructure or materials located in the Right-of-Way and designed, constructed, and/or used, by right-of-way occupants for transmitting, transporting, or distributing communications, telecommunications, electric power, natural gas or manufactured gas, oil, gasoline, steam, or any other form of energy, signal or substance, or for any other lawful purpose.
11. *Public Utility* – Any entity that is currently certificated as a public utility by the Public Utility Commission of the Commonwealth of Pennsylvania.
12. *Public Utility Commission (PUC)* – The Public Utility Commission of the Commonwealth of Pennsylvania.
13. *Rights-of-Way* – The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town of Bloomsburg.
14. *Right-of-Way Construction Permit or Permit* – A permit issued by the Town authorizing use of the public rights-of-way, issued pursuant to this Ordinance.
15. *Right-of-Way Occupant* – An applicant for, or recipient of, a Right-of-Way Agreement, Right-of-Way Construction Permit or Cable Franchise that is issued by the Town pursuant to this Chapter, and persons holding existing franchises, special ordinances, or other authorizations for use of the rights-of-way, or otherwise maintaining facilities in the rights-of-way including the Town, its departments, agencies, and authorities.
16. *Right-of-Way Use Agreement* – An agreement authorizing use of the rights-of-way by a person seeking to construct, maintain, and operate Facilities within the rights-of-way of the Town of Bloomsburg.

17. *Small Wireless Communications Facility (Small WCF)* — The equipment and network components, including antennas, transmitters and receivers, used by a wireless provider that meet the following qualifications: (1) Each antenna associated with the deployment is no more than three cubic feet in volume; and (2) The volume of all other equipment associated with the wireless communications facility, whether ground-mounted or pole-mounted, is cumulatively no more than 28 cubic feet. Any equipment used solely for the concealment of the small wireless communications facility shall not be included in the calculation of equipment volume.
18. *Technically Feasible* – By virtue of engineering or spectrum usage, the proposed placement for a Small Wireless Communications Facility or its design or site location can be implemented without a material reduction in the functionality of the Small Wireless Communications Facility.
19. *Town* – The Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania.
20. *Underground Facilities* – Facilities located under the surface of the ground, excluding the underground foundations or supports for aerial facilities.
21. *Wireless Communications Facility Applicant (WCF Applicant)* -- Any person that applies for a wireless communication facility building permit, zoning approval and/or permission to use the public ROW or other Town-owned land or property.
22. *Wireless Support Structure* — A pole, tower, base station, or other building, whether or not it has an existing Antenna facility, that is used or to be used for the provision of wireless service (whether on its own or comingled with other types of services).

SECTION II. Applicability.

- A. The requirements of this Ordinance shall govern the construction, maintenance and operation of Facilities within the Rights-of-Way of the Town of Bloomsburg, unless otherwise prescribed in an Ordinance of the Town or a valid agreement between the Town and any Right-of-Way Occupant.

SECTION III. Administration.

- A. Administration of the Rights-of-Way shall be the responsibility of the Town Director of Public Works or their designee.

SECTION IV. Right-of-Way Use Agreement.

- A. All Right-of-Way Occupants that are not Public Utilities shall be required to execute a valid Right-of-Way Use Agreement with the Town. The execution of a valid right-of-Way Use Agreement shall be prerequisite to the issuance of any Right-of-Way Construction Permit authorizing the construction of Facilities in the Rights-of-Way.
- B. No Right-of-Way Use Agreement shall be required for any Cable Operator that is party to a valid Cable Franchise with the Town. Any Cable Operator seeking to provide service in the Town shall be required to obtain a valid Cable Franchise from the Town prior to providing cable service in the Town.

SECTION V. Permits Required.

- A. Unless otherwise provided in this Chapter, no Right-of-Way Occupant may construct or obstruct any Facilities in the Rights-of-Way without first having obtained a Right-of-Way Construction Permit from the Town in accordance with the requirements of this Chapter.
- B. Right-of-Way Construction Permit Requirements.
 - 1. A Right-of-Way Construction Permit shall authorize the Right-of-Way Occupant to construct only those Facilities expressly specified by the Right-of-Way Construction Permit. Such authorization shall be valid only for the dates and area(s) of the Rights-of-Way specified in such Right-of-Way Construction Permit.
 - 2. Upon the expiration of a valid Right-of-Way Construction Permit, the Right-of-Way Occupant must immediately cease all construction activity contemplated by the expired Permit until such time as a new Right-of-Way Construction Permit is granted to the Right-of-Way Occupant by the Town.
 - 3. No Right-of-Way Construction Permit shall be required for the installation, repair or maintenance of Facilities by or for the Town.
- C. Emergency repairs may be undertaken without first obtaining a Right-of-Way Construction Permit, provided however that the Right-of-Way Occupant must inform the Town Director of Public Works of such repairs as immediately as is practicable and shall apply for a Right-of-Way Construction Permit within 24 hours of the onset of the Emergency. Such application shall include all information required by Section VI of this Ordinance and shall provide a detailed written description of the Emergency and the work that was performed to remedy, whether completed or ongoing, to address such issues as have arisen from the Emergency.

SECTION VI. Permit Application Process.

- A. An application for a Right-of-Way Construction Permit shall be submitted to the Town Director of Public Works. Applications for Right-of-Way Construction Permits shall be submitted in writing.

B. An application for a Right-of-Way Construction Permit shall include, at minimum, the following information:

1. The firm name, primary contact name, address, e-mail and telephone number of each Applicant by or for whom Facilities will be installed in the Rights-of-Way. If the proposed project involves multiple parties, contractors, or subcontractors, then the application shall include the firm name, primary contact name, address, and e-mail and telephone contact information of each party along with a description of the work to be performed by each party.
2. A detailed description of the work to be performed pursuant to the Right-of-Way Use Permit, including all construction activity, the locations of such construction activity, and all Facilities that will be constructed or installed.
3. Insurance documentation showing the following:
 - a. Verification that an insurance policy has been insured to the Applicant by an insurance company licensed to do business in the Commonwealth of Pennsylvania or a form of self-insurance acceptable to the Town.
 - b. Verification that the Applicant is insured as required by Section VIII.E of this Ordinance or applicable law.
 - c. The Town may require a copy of the actual insurance policies.
4. A copy of the Applicant's Right-of-Way Use Agreement, Certificate of Public Convenience and Necessity from the Public Utility Commission, or other legal authorization granting permission to occupy the Rights-of-Way.
5. Construction plans or other documentation clearly showing the proposed Facilities to be constructed in the Rights-of-Way, all construction activity necessary in order to construct such Facilities, all locations that will be affected by such construction, and the anticipated timeline for completion of all construction.
6. If traffic control will be required as part of the construction, a traffic control plan shall be submitted as part of the application.
7. If excavation is required, the Applicant shall also be required to obtain a Street Excavation Permit in accordance with the requirements of Chapter 21, Part 1 of the Town Code.
8. If the proposed Facilities will be attached to utility poles or other property owned by a party other than the Applicant, documentation shall be submitted showing that the Applicant has obtained permission to attach the proposed Facilities to such utility poles or other property.

9. All fees required by this Ordinance, any other applicable provision of the Town Code and the Town fee schedule.

C. Approval.

1. Upon a determination that an application for a Right-of-Way Construction Permit is complete and satisfies all requirements of this Ordinance, and that the Applicant does not have a substantial history of non-compliance with the Town Code that has not been remedied, the Town Director of Public Works or their designee shall issue a Right-of-Way Construction Permit within ten (10) business days of the filing of the application.
2. If an application is incomplete or otherwise fails to comply with the requirements of this Ordinance, the Town Director of Public Works shall issue a notice of denial, specifying the reasons for the denial, within ten (10) business days of the filing of the application.
3. The Town Director of Public Works or their designee may include in the issuance of any Right-of-Way Construction Permit such reasonable conditions as are necessary to protect the public health, safety and welfare of Town residents and preserve the Rights-of-Way, consistent with applicable federal and state law.
4. A Right-of-Way Construction Permit shall be valid for a period of one hundred eighty (180) days from the date of issuance, unless otherwise specified by the Town Director of Public Works upon issuance of the Right-of-Way Construction Permit. If an Applicant will need additional time to perform the activity contemplated by the Right-of-Way Permit, the Applicant shall request such additional time as part of the application.
5. At any time prior to the expiration of a Right-of-Way Construction Permit, Right-of-Way Occupant may request an extension of the Right-of-Way Construction Permit by submitting a written request to the Town Engineer. Such request shall state the length of extension requested and shall provide an explanation as to why such extension is necessary. The Town Engineer may grant or deny such requests in their sole discretion.

D. Appeal.

1. Any Applicant or Right-of-Way Occupant seeking that wishes to appeal a decision of the Town Director of Public Works under this Chapter may do so by filing an appeal with the [ENTITY] within thirty (30) days of receipt of any denial, notice of violation, or any other notice issued pursuant to the requirements of this Chapter.

Commented [MR1]: Discuss appropriate forum for appeal.

2. Any such appeal shall clearly state the application or violation number for which the appeal is being filed, the name, address and contact information of the Applicant or Right-of-Way Occupant, and the reason for the appeal.
3. A public hearing on such appeal shall be held within thirty (30) days of filing of the appeal with the [ENTITY]. Final decision on the appeal shall be issued within ten (10) days of such public hearing.

SECTION VII. Fees.

- A. The Town Council may establish by resolution such fees as are deemed necessary for the issuance and extension of Right-of-Way Construction Permits.
- B. No Permit shall be issued or extended without the payment of all applicable fees. All fees are non-refundable.
- C. Occupancy of Town Rights-of-Way by any Right-of-Way Occupant, excluding Public Utilities, is subject to the Town's right to fix annually a fair and reasonable compensation, which shall be directly related to the Town's actual Right-of-Way maintenance costs. Any such fee shall be determined by the Town and authorized by resolution of Town Council.
- D. Cable Operators party to a valid Cable Franchise Agreement with the Town shall not be required to remit both a cable franchise fee and an annual Right-of-Way Maintenance Fee to the Town.

SECTION VIII. Construction in the Rights-of-Way.

- A. Scope of Work. A Right-of-Way Occupant shall be permitted to perform the work detailed in the Right-of-Way Construction Permit. No additional work may be performed that is not included in the Right-of-Way Construction Permit.
- B. Standard of Care. Each Right-of-Way Occupant shall perform construction activity in a manner consistent and in compliance with the plans it submitted to the Town pursuant to this Chapter, Chapter 21 of the Town Code, all applicable industry standards and codes and applicable federal, state and local laws and regulations.
- C. Street Excavation Permits. Except in the case of an Emergency, no Right-of-Way Occupant shall perform any street excavation in the Rights-of-Way without first obtaining a Street Excavation Permit and paying the applicable fees pursuant to Chapter 21, Part 1 of the Town Code. The procurement of a Street Excavation Permit shall only be necessary when the proposed street excavation and/or construction impacts Town streets; it shall not apply to any construction or excavation activities on state roads.
- D. One Call. Whenever a Right-of-Way Occupant or any of its contractors or subcontractors shall disturb any pavement, sidewalk or other public property in order to perform any underground activities, such Right-of-Way Occupant will fully comply by registering with

the state's "One Call" system pursuant to 73 P.S. §§ 176 et seq. Such Right-of-Way Occupant shall provide the Town with information showing planned locations and reference points for equipment to be installed.

- E. Insurance. Each Right-of-Way Occupant shall file with the Town Director of Public Works properly executed certificates of insurance verifying that the Right-of-Way Occupant is insured against claims for personal injury as well as against claims for property damage which may arise from the Right-of-Way Occupant's activities within the Town, whether such activities be performed by the Right-of-Way Occupant or anyone directly or indirectly employed by or contracted by the Right-of-Way Occupant. Liability insurance for bodily injury and property damage shall be an amount not less than one million dollars (\$1,000,000) for each accident and two million dollars (\$2,000,000) in the aggregate. The Right-of-Way Occupant shall save and hold harmless the Town from any and all damages and liability by reason of personal injury or property damage arising from work done by the Right-of-Way Occupant under the provisions of this Ordinance.
- F. Relocation or Removal of Facilities. Within sixty (60) days following written notice from the Town, or such longer period as the Town determines is reasonably necessary or such shorter period in the case of an Emergency, a Right-of-Way Occupant that is not a Public Utility shall temporarily or permanently remove, relocate, change or alter the position of any Facilities within the Right-of-Way, excluding those underground, whenever the Town, consistent with applicable PUC regulations, shall have determined that such removal, relocation, change or alteration is reasonably necessary under the following circumstances:
 - 1. The construction, repair, maintenance, or installation of any Town or other public improvement in the Right-of-Way;
 - 2. The operations of the Town or other governmental entity in the Right-of-Way;
 - 3. Vacation of a Street or the release of a utility easement; or
 - 4. An Emergency as determined by the Town.
- 5. Restoration of Property. A Right-of-Way Occupant, including any contractor working for a Right-of-Way Occupant, shall avoid any damage or disturbance to any public or private property in the Rights-of-Way. If any public or private property is damaged by the Right-of-Way Occupant, including any contractor working for the Right-of-Way Occupant, the Right-of-Way Occupant shall promptly repair and restore such property within ten (10) business days. In the event that the Right-of-Way Occupant fails to restore such property to its former condition within ten (10) business days, the Town may repair such property itself and assess all costs associated with such repair to the Right-of-Way Occupant.
- 6. Damage to Trees. If a Right-of-Way Occupant shall cause damage to any tree on public or private property, the Right-of-Way Occupant shall either replace the tree with a tree of comparable quality or fully compensate the property owner for any damage to such tree.

7. Indemnification. Each Right-of-Way Occupant shall, at its sole cost and expense, indemnify, defend and hold harmless the Town, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the Right-of-Way Occupant, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of Right-of-Way Occupant's Facilities in the Rights-of-Way. Each Right-of-Way Occupant shall defend any actions or proceedings against the Town in which it is claimed that personal injury, including death, or property damage was caused by the Right-of-Way Occupant's construction, installation, operation, maintenance or removal of Right-of-Way Occupant's Facilities in the Rights-of-Way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other costs of indemnification.

SECTION IX. Maps.

- A. Within thirty (30) days of completion of any construction authorized by a Right-of-Way Construction Permit, and upon request thereafter, each Right-of-Way Occupant shall submit to the Town Director of Public Works two paper copies and one electronic copy of maps depicting and certifying the location of all its existing Facilities within the Right-of-Way.

SECTION X. Penalties.

- A. Notice; Opportunity to cure.
 1. If a Right-of-Way Occupant is found to be in violation of any of the requirements of this Ordinance, the Town Director of Public Works shall notify such Right-of-Way Occupant in writing of the nature of the violation. Upon receipt of such notice, the Right-of-Way Occupant shall have five (5) business days to correct such violation. If the nature of the violation is such that more than five (5) business days is required to correct the violation, then the timeframe for remedy may be extended by Town Director of Public Works upon a showing by the Right-of-Way Occupant that additional time is necessary and that the Right-of-Way Occupant is diligently pursuing a cure.
 2. If a Right-of-Way Occupant fails to correct any violation within the timeframes detailed above, then the Right-of-Way Occupant shall be subject to such penalties as are contemplated by this Ordinance.
- B. Penalties.
 1. Any person violating any provision of this Ordinance shall be fined one thousand dollars (\$1,000.00) for each and every violation. Each failure to comply with the requirements of this Ordinance, and each and every day during which such violation continues, shall constitute a separate offense.

2. If any Public Utility violates any provision of this Ordinance, the Town may file a petition with the Public Utility Commission, detailing the nature of the violation and requesting such relief as is deemed appropriate by the Public Utility Commission.
- C. Denial of future permits. The Town Director of Public Works reserves the right to deny the issuance of future permits to any person who is in violation of the requirements of this Ordinance. This provision shall in no way prohibit or limit the right of the Town to bring legal action against a Right-of-Way Occupant.

Section XI. Wireless Communications Facilities in the Public Rights-of-Way.

The following regulations shall apply to all Wireless Communications Facilities located inside the Rights-of-Way:

- A. Location Requirement. Small WCFs inside the Rights-Of-Way shall be a permitted use in all Town zoning districts, subject to the requirements of this Section XI and generally applicable permitting as required by the Town Code.
- B. Application Requirements.
 1. Applications for Small WCFs shall be submitted to the Town Code Enforcement Officer.
 2. Applications for Small WCFs shall include the following:
 - a. The firm name, primary contact name, address, phone number and email address for both the WCF Applicant and the owner of the proposed Small WCF, if different. If the proposed project involves multiple parties, contractors, or subcontractors, then the application shall include the firm name, primary contact name, address, and e-mail and telephone contact information of each party along with a description of the work to be performed by each party.
 - b. A cover letter detailing the location of the proposed Small WCF, all equipment being proposed as part of the Small WCF, and a certification that the WCF Applicant has included all information required by the Town Code, signed by the representative of the WCF Applicant responsible for preparation of the application.
 - c. A before-and-after depiction of the proposed site, such as a construction drawing, showing all equipment being proposed as part of the Small WCF.
 - (1) If the Small WCF is proposed for location on an existing structure or replacement Wireless Support Structure that currently supports existing attachments, the depiction shall show the location and dimensions of all such attachments.

- (2) If installation of a new or replacement Wireless Support Structure is being proposed, the depiction shall include the color, dimensions, material and type of Wireless Support Structure proposed.
- d. The manufacturer and model, proposed location, and physical dimensions (including volume) of each piece of equipment proposed as part of the Small WCF.
- e. An aerial photograph of the proposed site showing the area within 500 feet of the Small WCF. The aerial photograph shall identify all structures within such radius.
- f. Photo simulations depicting the Small WCF from at least three locations near the proposed site. The photo simulations should reflect the site as it currently exists and the site as it would appear following construction of the Small WCF, clearly showing the proposed design and location of all equipment associated with the Small WCF.
- g. If the proposed Small WCF will be located on a structure owned by a party other than the WCF Applicant, proof that the WCF Applicant has obtained permission from the owner of the structure upon which the WCF will be attached allowing for construction of the proposed WCF.
- h. A written certification by a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the proposed Small WCF and Wireless Support Structure, as designed, are structurally sound and shall not endanger public health and safety.
- i. A report by a qualified engineering expert which shows that the Small WCF will comply with applicable FCC regulations, including applicable standards for radiofrequency emissions.
- j. Proof of compliance with all applicable requirements of this Section XI.
- k. All application fees required by the Town as detailed in the Town fee schedule.

C. Denial and resubmission.

1. If the Town denies an application for a Small WCF, the Town Code Enforcement Officer shall provide the WCF Applicant with written documentation of the basis for denial, including the specific provisions of the Town Code on which the denial was based, within five (5) business days of the denial.
2. The WCF Applicant may cure the deficiencies identified by the Town Code Enforcement Officer and resubmit the application to the Town Code Enforcement Officer within thirty (30) days of receiving the written basis for the denial without

being required to pay an additional application fee. The Town Code Enforcement Officer shall approve or deny the revised application within thirty (30) days of the application being resubmitted for review.

D. Standard of Care.

1. All WCFs shall be designed, constructed, and maintained in strict compliance with the applicable requirements of the FCC and any other federal, state or local regulatory authority, and all current applicable technical, safety and safety-related codes, including but not limited to the most recent editions of the American National Standards Institute (ANSI) Code, National Electrical Safety Code, National Electrical Code, and the structural standards of the American Association of State Highway and Transportation Officials or any other industry standard applicable to the structure. Any WCF shall at all times be kept and maintained in good condition, order and repair by qualified maintenance and construction personnel, so that the same shall not endanger the life of any person or damage any property in the Town.
2. If such standards or regulations are changed, the owner of the WCF shall bring such WCF into compliance with the revised standards within six (6) months of the effective date of such standards or regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring such facilities into compliance shall constitute grounds for revocation of the zoning permit for the WCF.

- E. Engineer inspection. Any information of an engineering nature that is submitted by the WCF Applicant, whether civil, mechanical, structural, or electrical, shall be certified by a licensed professional engineer.
- F. Eligible Facilities Requests. WCF Applicants proposing a modification to an existing WCF that constitutes an Eligible Facilities Request shall be required only to obtain a building permit from the Town Code Enforcement Officer. In order to be considered for such permit, the WCF Applicant must submit a permit application to the Town Code Enforcement Officer in accordance with applicable permit policies and procedures. Such permit application shall clearly state that the proposed modification constitutes an Eligible Facilities Request pursuant to the requirements of 47 CFR §1.6100. The permit application shall clearly detail all dimensional changes being made to the WCF and Wireless Support Structure.
- G. Wind and ice. All WCFs shall be designed to withstand the effects of wind gusts and ice to the standard designed by the American National Standards Institute as prepared by the engineering departments of the Electronics Industry Association, and Telecommunications Industry Association (ANSI/TIA-222, as amended), or to the industry standard applicable to the structure.

- H. Interference. All WCFs shall comply with applicable FCC regulations regarding radiofrequency interference.
- I. Signs. All WCFs shall post a sign in a readily visible location clearly identifying the owner of the WCF and the name and phone number of a party to contact in the event of an Emergency. The only other signage permitted on the WCF shall be those required by the FCC or any other federal or state agency. Such signage shall be updated as immediately as is feasible in the event of a change in ownership of the WCF.
- J. Radio frequency emissions. No WCF may, by itself or in conjunction with other WCFs, generate radio frequency emissions in excess of the standards and regulations of the FCC, including but not limited to the FCC Office of Engineering Technology Bulletin 65 entitled "Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields," as amended, at any time during the construction or operation of the WCF.
- K. Noise. WCFs shall be operated and maintained so as not to produce noise in excess of applicable noise standards under state law and Chapter 10, Part 2 of the Town Code, except in Emergencies requiring the use of a backup generator to maintain functionality of the communications network, where such noise standards may be exceeded on a temporary basis only as permitted by the Town.
- L. Permit fees. The Town may assess appropriate and reasonable permit fees directly related to the Town's actual costs in reviewing and processing the application for approval of a WCF. Such permit fees shall be established by the Town fee schedule, and may be amended by the Town Council.
- M. Abandonment; Removal. In the event that use of a WCF is to be discontinued, the owner shall provide written notice to the Town Code Enforcement Officer of its intent to discontinue use and the date when the use shall be discontinued. A WCF not operated for a period of six (6) months shall be considered abandoned. Discontinued or abandoned WCFs, or portions of WCFs, shall be removed as follows:
 - 1. All abandoned or unused WCFs and Accessory Equipment shall be removed within ninety (90) days of the cessation of operations at the site or receipt of notice that the WCF has been deemed abandoned by the Town, unless a time extension is approved by the Town.
 - 2. If the WCF or Accessory Equipment is not removed within ninety (90) days of the cessation of operations at a site, or within any longer period approved by the Town, the WCF and/or Accessory Equipment may be removed by the Town and the cost of removal assessed against the owner of the WCF regardless of the owner's or operator's intent to operate the WCF in the future.

3. Where there are two or more users of a single WCF, the WCF shall not be deemed abandoned until all users have terminated use of the WCF for a period of six (6) months.
- N. Maintenance. To the extent permitted by law, the following maintenance requirements shall apply:
1. All WCFs shall be fully automated and unattended on a daily basis and shall be visited only for maintenance or Emergency repair.
 2. Regular maintenance shall be performed as is necessary to ensure the upkeep of the WCF in order to protect the safety and security of the Town's residents.
- O. Inspection. The Town and/or its designee reserves the right to inspect any WCF at any time in order to ensure compliance with the provisions of this section and any other provisions found within the Town Code or state or federal law.
- P. Timeframes for Review.
1. Upon receipt of an application for a Small WCF, the Town Code Enforcement Officer shall review the application for completeness. Within 10 business days of receiving an application, the Town Code Enforcement Officer shall notify the WCF Applicant in writing whether the application is incomplete. Any such notice shall specifically identify the information that was determined to be missing from the application by the Town Code Enforcement Officer.
 2. Subject to applicable tolling procedures as established by federal and state law, the Town Code Enforcement Officer shall issue a final decision on any application for a Collocated Small WCF within sixty (60) days of submission of any such application.
 3. Subject to applicable tolling procedures as established by federal and state law, the Town Code Enforcement Officer shall issue a final decision on any application for a Small WCF that requires the installation of a new or replacement Wireless Support Structure within ninety (90) days of submission of any such application.
- Q. Time, Place and Manner. Once approved, the Town Code Enforcement Officer shall determine the time, place and manner of construction, maintenance, repair and/or removal of all Small WCFs in the ROW based on public safety, traffic management, physical burden on the ROW, and related considerations.
- R. Attachment to Municipal Structures. The Town shall allow the Collocation of Small WCFs to structures owned by the Town in accordance with the hierarchy detailed in this section. If the WCF Applicant is proposing the Collocation of a Small WCF on a lower priority

structure, it shall be a condition to the approval of the application that the WCF Applicant provide evidence that Collocation on a higher priority Support Structure owned by a third-party is not Technically Feasible. In order from most preferable to least preferable, the Town's Collocation preferences are as follows.

1. Power poles;
 2. Traffic signage poles without traffic signals;
 3. Traffic signal poles;
 4. Light poles;
 5. Decorative poles.
- S. Obstruction. Small WCFs and Accessory Equipment shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, create safety hazards to pedestrians and/or motorists, or to otherwise inconvenience public use of the ROW as determined by the Town.
- T. Graffiti. Any graffiti on a Small WCF, including the Wireless Support Structure and any Accessory Equipment, shall be removed at the sole expense of the owner within ten (10) calendar days of notification by the Town.
- U. Design standards. All Small WCFs in the Town shall comply with the requirements of the Town *Small Wireless Communications Facility Design Manual*. A copy of such shall be kept on file at the Town Department of Administration.
- V. Change in Ownership. In the event of a change in ownership of any WCF, the owner of the WCF shall provide a notice of such change in ownership to the Town Code Enforcement Officer as promptly as is feasible.
- W. Obsolete equipment. As part of the construction, modification or replacement of a Small WCF, the WCF Applicant shall remove any obsolete or abandoned equipment from the structure upon which the Small WCF will be attached.
- X. Relocation or Removal of Facilities. Within ninety (90) days following written notice from the Town, or such longer period as the Town determines is reasonably necessary or such shorter period in the case of an emergency, an owner of a Small WCF in the ROW shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any WCF when the Town, consistent with its police powers and applicable law, shall determine that such removal, relocation, change or alteration is reasonably necessary under the following circumstances:
1. The construction, repair, maintenance or installation of any Town or other public improvement in the right-of-way;

2. The operations of the Town or other governmental entity in the Right-of-Way;
3. Vacation of a street or road or the release of a utility easement; or
4. An emergency that constitutes a clear and immediate danger to the health, welfare, or safety of the public as determined by the Town.

Y. Reimbursement for ROW use. In addition to permit fees as described in this chapter, every Small WCF in the ROW is subject to the Town's right to fix annually a fair and reasonable compensation to be paid for use and occupancy of the ROW. Such annual fees shall be established by the Town fee schedule, and may be amended by the Town Council.

SECTION XI. Miscellaneous.

- A. Police powers. The Town, by granting any permit or taking any other action pursuant to this chapter, does not waive, reduce, lessen, or impair the lawful police powers vested in the Town under applicable federal, state and local laws and regulations.
- B. Previous Ordinances. Any Ordinance, or part of any Ordinance, conflicting with this Ordinance is hereby repealed insofar as the same effects this Ordinance.
- C. Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this Chapter invalid.
- D. Effective Date. This Ordinance shall become effective immediately upon enactment by the Council of the Town of Bloomsburg and signature by the Mayor.

ENACTED AND ORDAINED this day of , 2025.

ATTEST:

BLOOMSBURG TOWN COUNCIL:

Mayor

President

RIGHT-OF-WAY USE AGREEMENT

This **RIGHT-OF-WAY USE AGREEMENT** (“Agreement”) is dated the ____ day of _____, 2025 (The “Effective Date”), and entered into by and between the Town of Bloomsburg, (“Town”) having its address at 391 E 2nd Street, Bloomsburg, PA 17815, and LICENSEE (“Licensee”), with offices located at _____.

RECITALS

WHEREAS, Licensee is authorized to provide telecommunications services in the Commonwealth of Pennsylvania; and

WHEREAS, Licensee desires to use and occupy the streets and public rights-of-way (as hereinafter defined) located within the Town of Bloomsburg for the purposes of constructing, operating, repairing, and maintaining Facilities; and

WHEREAS, the Town has the legal authority to manage the rights-of-way with respect to Licensee and has prescribed the terms and conditions of the management of the rights-of-way with respect to Licensee and all other occupants that own, construct, operate and/or maintain wireless Facilities in the rights-of-way by means of the Code of the Town of Bloomsburg; and

WHEREAS, it is deemed to be in the best interest of the Town and its citizenry for the Town to grant permission for Licensee to occupy said public Rights-of-Way within the Town for this purpose; and

WHEREAS, the granting of such permission is and shall be conditioned upon Licensee’s continued compliance with all existing and future ordinances of the Town, and applicable State and Federal law, and its entering into this Agreement with the Town and payment of all applicable fees hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Town and Licensee hereby agree to and with each other as follows:

Section 1: Definitions

- a. **Effective Date:** The date that is the later of the dates on which each of the parties has executed this Agreement.
- b. **Emergency:** A condition that constitutes a clear and immediate danger to the health, welfare, or safety of the public, as determined by the Town in its sole discretion.
- c. **Facilities:** Conduit, pipes, cables, wires, lines, towers, optic fiber, antennae, poles, associated equipment and appurtenances, and any other infrastructure or materials located in the Right-of-Way and designed, constructed, and/or used, by right-of-way occupants for transmitting, transporting, or distributing communications, telecommunications, electricity, natural gas or manufactured gas, oil, gasoline, steam, or any other form of energy, signal or substance, or for any other lawful purpose.

- d. **Licensee:** The grantee of rights under this Agreement, known as Licensee, its successors and assigns.
- e. **Public Utility:** Any entity that is currently certificated as a public utility by the Public Utility Commission of the Commonwealth of Pennsylvania.
- f. **PUC:** The Public Utility Commission of the Commonwealth of Pennsylvania.
- g. **Rights-of-Way:** The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town of Bloomsburg.
- h. **Town:** The Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania.

Section 2: Grant of Permission

- a. The Town hereby grants Licensee its permission for the non-exclusive use of the Rights-Of-Way within the Town for the purpose of owning, constructing, installing, operating and maintaining Facilities, subject to the mutual covenants and obligations as set forth in this Agreement. This Agreement does not convey authority to occupy or place Facilities in, on or under public buildings, public parks, public spaces, public structures or other such public properties outside the Right-of-Way owned or controlled by the Town. For the use of such property, a separate lease or license shall be required by the Town and the use of such property shall be governed by the terms of such lease or license.
- b. This Agreement does not confer upon Licensee any right to place or attach Facilities directly upon or to structures located in the Rights-of-Way that are owned by the Town or by a third party, including but not limited to Town-owned streetlights and third party electric utility poles. Licensee shall secure and maintain any license, lease or other right as may be necessary for such desired attachment by way of a separate attachment agreement or other similar instrument executed with such entity.

Section 3: Scope of Agreement

- a. Any and all rights expressly granted to Licensee under this Agreement, which shall be exercised at Licensee's sole cost and expense, shall be subject to the prior and continuing right of the Town under applicable laws to use any and all parts of the Rights-of-Way exclusively or concurrently with any other person or persons on a non-discriminatory basis, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal and county Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create or vest in Licensee a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership.

Section 4: Compliance with Laws

Licensee shall comply with all existing federal, state, and local laws ordinances, the requirement of permits, payment of permit fees, and construction standards for use of the rights-of-way pursuant to **Ordinance No. _____** of the Town of Bloomsburg, as well as all requirements of the Americans with Disabilities Act (ADA), as may be amended from time to time and with all future ordinances as may be enacted.

Section 5: Compensation to the Town

- a. Licensee agrees to pay to the Town an annual fee for the right to construct, install, maintain, repair, operate, replace and remove Facilities in the Rights-of-Way ("Annual Fee"). The amount of such fee shall be established by the Town fee schedule, as may be amended from time to time.
- b. The first Annual Fee shall be due and payable at the time this Agreement is executed. Subsequent Annual Fees shall be paid annually and due on each anniversary of the Effective Date of this Agreement.
- c. If Town does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Grantee shall pay interest to Town at the rate of three percent (3%) per month or as specified by law.
- d. All Use Fee payments to the Town should be mailed to the following address and to the attention of:

Town of Bloomsburg
301 E 2nd Street
Bloomsburg, PA 17815
Attn: Director of Public Works

- e. Licensee shall be responsible for obtaining any necessary electrical service required for Licensee's Facilities. The cost of such electrical service shall be borne solely by Licensee.

Section 6: Term

The non-exclusive permission granted herein shall have an initial term of ten (10) years from the Effective Date of this Agreement. Upon expiration of such permission, or at such earlier date that Licensee ceases to maintain its facilities, it shall remove the facilities at its cost and expense.

Section 7: Inspection by Town.

The Town shall have commercially reasonable access to inspect any work conducted by Licensee during the construction of Facilities or at any other time as deemed necessary by the Town.

Section 8: Maintenance and Repair.

- a. Licensee shall, at its sole cost and expense, perform all maintenance and repairs reasonably needed to maintain its Facilities in good condition and neat and orderly appearance, and in compliance with all applicable federal, state and local laws. Licensee shall keep the Facilities free of debris, graffiti, and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the Town gives Licensee written notice of a failure by Licensee to maintain the Facilities, Licensee shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.
- b. Licensee shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Licensee's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of Facilities in the Rights-of-Way. Licensee shall repair such damage and return the Rights-of-Way and any affected adjacent property to a safe and satisfactory condition to the Town in accordance with the Town's applicable street restoration standards or to the property owner if not the Town. Licensee's obligations under this Section shall survive for one (1) year past the completion of such repair and restoration work.
- c. Licensee, having obtained all necessary permits, will be given reasonable access to each of the Facilities in the Rights-of-Way for the purpose of routine maintenance, repair, or removal of such Facilities. If any such maintenance activities have the potential to result in an interruption of any Town services, Licensee shall provide the Town with a minimum of five (5) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to Town services.

Section 9: Removal.

- a. Upon receipt of a written demand from the Town pursuant to this Section, Licensee, at its sole cost and expense (unless otherwise provided by law), shall remove and relocate any Facilities constructed, installed, used and/or maintained by Licensee whenever the Town reasonably determines that the removal is needed for any of the following purposes: (a) if required for construction, completion, repair, relocation, or maintenance relating to a project of the Town; (b) because the Facilities are reasonably considered to be interfering with or adversely affecting proper operation of Town-owned light poles, traffic signals, or other Town facilities; or (c) to protect or preserve public health or safety. The Town shall cooperate with Licensee in relocating any Facilities removed pursuant to this Section in a manner that allows Licensee to continue providing service to its customers, including, but

not limited to, expediting approval of any necessary permits required for the relocation of Facilities relocated under this Section.

Section 10: Emergencies.

When Emergency repairs or Utility Pole replacements are required, or other Emergency situations exist, the Town shall notify Licensee as soon as practicable, but in no event later than twenty-four (24) hours after the Emergency, identifying the specific nature of the Emergency and which Facilities were affected, and providing an update on status of impact as reasonably required.

Section 11: Annual Construction Report

- a. Not later than the fifteenth (15th) day after the close of each calendar year in which any work was performed in the Rights-of-Way by Licensee, Licensee shall provide the Town Department of Public Works with the following:
 1. Updated “as-built” maps clearly indicating all Facilities in the Rights-of-Way. Licensee shall include a map showing all currently deployed Facilities deployed in the Town. Such maps shall further identify any Facilities attached to Town-owned structures located in the Rights-of-Way.
 2. If applicable, a construction plan specifically describing, through maps, illustrations, diagrams, and written description, construction or other significant work planned relating to Facilities for the current calendar year and the following calendar year.

Section 12: Transfers.

- a. After the Effective Date of this Agreement, if the Town undertakes a project that requires a transfer of Licensee’s Facilities, Licensee shall transfer its Facilities if the Town provides a mutually agreeable alternate location for such Facilities. The costs of relocating the Licensee’s Facilities shall be borne as follows: (1) by Licensee if the relocation is for Licensee’s benefit; (2) by Licensee if the relocation is due to or mandated by any applicable law or regulation, judicial opinion or governmental order; or (3) by the Town if the relocation is for the Town’s sole benefit.
- b. Upon completion of any prerequisite work by the Town which necessitates the transfer of Licensee’s Facilities, the Town shall provide written or electronic notice to Licensee that all prerequisite activity has been completed and that Licensee’s transfer must be completed within such time as the parties mutually agree but in no less than sixty (60) days. When all Facilities have been transferred by the Licensee, notification shall be given to the Town in writing or by electronic means.

Section 13: Default; Cure; Termination.

Either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within ten (10) business days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more

than ten (10) business days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.

Section 14: Indemnification

- a. Licensee, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Town, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Licensee's actions under this Agreement and costs in connection therewith.
- b. Other than in connection with the foregoing third-party claims indemnification, neither the Town nor Licensee shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to the permissions granted hereby.

Section 15: Notices

All notices or other correspondence required or permitted to be given in connection with this Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Licensee at: Licensee

To the Town at: Town of Bloomsburg
Attn: Director of Public Works
301 E 2nd Street
Bloomsburg, PA 17815

Section 16: Liability Insurance

- a. Licensee shall at all times maintain all insurance as required by the Town Code.
- b. Prior to the commencement of any work pursuant to this Agreement, Licensee shall file Certificates of Insurance with the Town with endorsements evidencing the coverage provided.

Section 17: Successors and Assigns

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 18: Force Majeure.

If either Town or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by this Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

Section 19: Governing Law; Venue.

The provisions of this Agreement shall be construed under, and in accordance with, the laws of the United States of America and the Commonwealth of Pennsylvania, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County of Columbia. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, or in the United States District Court for the Middle District of Pennsylvania.

Section 20: Incorporation of Prior Agreements

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 21: Modification of Agreement

This Agreement may not be amended or modified, nor may any obligation hereunder be waived unless such amendment, modification or waiver is in writing and signed by the party against whom enforcement thereof is sought.

Section 22: Invalidity

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 23: Counterparts

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

LICENSEE

By: _____

Title: _____

Date: _____

TOWN OF BLOOMSBURG

By: _____

Title: _____

Date: _____

EXHIBIT 1

The following locations are covered under this Agreement:

THE TOWN OF BLOOMSBURG

**SMALL WIRELESS COMMUNICATIONS FACILITY
DESIGN MANUAL**

SECTION I. DEFINITIONS

The following terms are defined as follows:

1. *Accessory Equipment* – Any equipment serving or being used in conjunction with a Wireless Communications Facility or Wireless Support Structure, including but not limited to transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or similar structures.
2. *Antenna* – An apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communications Commission authorization, for the provision of wireless service and any commingled information services.
3. *Collocation* – The mounting of one or more WCFs, including antennae, on a pre-existing structure, or modifying a structure for the purpose of mounting or installing a WCF on that structure.
4. *Decorative Pole* – A pole that is specially designed and placed for aesthetic purpose and on which no appurtenances or attachments, other than a small wireless communications facility, lighting, banners, or municipal attachments have been placed or are permitted to be placed.
5. *Design Manual* – The Town of Bloomsburg “Small Wireless Communications Facility Design Manual,” as amended.
6. *Front Façade Area* – The area of the public right-of-way directly in front of a structure, identified by drawing a perpendicular line from each corner of the front of the structure to the public right-of-way.
7. *Prior Approved Design* – A design for a Small Wireless Communications Facility that has been reviewed and deemed to be in accordance with this Design Manual and approved for construction by the Town.
8. *Small Wireless Communications Facility* – The equipment and network components, including antennas, transmitters and receivers, used by a wireless provider that meet the following qualifications: (1) Each antenna associated with the deployment is no more than three cubic feet in volume; and (2) The volume of all other equipment associated with the wireless communications facility, whether ground-mounted or pole-mounted, is cumulatively no more than 28 cubic feet. Any equipment used solely for the concealment of the small wireless communications facility shall not be included in the calculation of equipment volume.
9. *Stealth Technology* – Camouflaging methods applied to wireless communications facilities and Accessory Equipment which render them more visually appealing or blend the proposed facility into the existing structure or visual backdrop in such a manner as to render

it minimally visible to the casual observer. Such methods include, but are not limited to, architecturally screened roof-mounted antennae, building-mounted antennae painted to match the existing structure and facilities constructed to resemble trees, shrubs, and light poles.

10. *Support Structure* – A preexisting structure, such as a utility pole, traffic signal, or light pole, to which a Small WCF will be attached.
11. *Technically Feasible* – By virtue of engineering or spectrum usage, the proposed placement for a Small Wireless Communications Facility or its design or site location can be implemented without a material reduction in the functionality of the Small Wireless Communications Facility.
12. *Underground Area* – A zoning district or designated area in which all utility installations are required to be installed underground on a non-discriminatory basis.
13. *Wireless Communications Facility Applicant (WCF Applicant)* – Any person that applies for a wireless communication facility building permit, zoning approval and/or permission to use the public right-of-way (ROW) or other Town-owned land or property.

SECTION II. GENERAL STANDARDS FOR SMALL WIRELESS COMMUNICATIONS FACILITIES

1. All Small WCFs shall comply with the applicable requirements of this *Small WCF Design Manual* and **Ordinance No. _____** of the Town of Bloomsburg.
2. Standard of Care.
 - a. All Small WCFs shall meet or exceed all applicable standards and provisions of the FAA, the FCC and any other agency of the state or federal government with the authority to regulate wireless communications facilities, the latest National Electrical Safety Code (NESC), American National Standards Institute (ANSI) Code, and the structural standards of the American Association of State Highway and Transportation Officials or any other industry standard applicable to the structure. In case of conflict, the most stringent requirements shall prevail.
 - b. If such standards or regulations are changed, the owner of the Small WCF shall bring such Small WCF into compliance with the revised standards within six (6) months of the effective date of such standards or regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring such facilities into compliance shall constitute grounds for revocation of the zoning permit for the Small WCF.
3. All Small WCFs shall comply with applicable requirements relating to streets and sidewalks as established by Chapter 21 of the Code of the Town of Bloomsburg.

4. All Small WCFs shall comply with the applicable noise requirements of Chapter 10, Part 2 of the Code of the Town of Bloomsburg.
4. Small WCFs shall not obstruct vehicular, pedestrian, or cyclist traffic or sight lines.
5. All Small WCFs shall comply with applicable federal and state standards regarding pedestrian access and movement.
6. All Small WCFs shall be designed and constructed in an effort to minimize aesthetic impact to the extent technically feasible. All applications for a Small WCF shall identify all design features intended to minimize aesthetic impact.
7. No Small WCFs shall extend beyond the boundaries of the rights-of-way unless approved on a case-by-case basis by the Town Code Enforcement Officer. If a Small WCF or any portion thereof is to be located on private property, the WCF Applicant shall provide to the Town evidence that the owner of such private property has granted the WCF Applicant an easement or other right to construct the Small WCF.
8. All Small WCFs shall be designed to withstand the effects of wind gusts and ice to the standard designed by the American National Standards Institute as prepared by the engineering departments of the Electronics Industry Association and Communications Industry Association (ANSI/TIA-222, as amended), or to the industry standard applicable to the structure.
9. As part of an application for a Small WCF, the WCF Applicant shall provide documentation from a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the Support Structure or Wireless Support Structure, Small WCF, and prior existing uses shall be structurally sound.
10. If Collocation of a Small WCF on an existing Support Structure cannot be achieved, a Small WCF may be installed on a new or replacement Wireless Support Structure as permitted by this Design Manual and **Ordinance No. _____** of the Town of Bloomsburg.
11. The Town Code Enforcement Officer may, in their sole discretion, require reasonable, technically feasible, nondiscriminatory and technologically neutral design or concealment measures for Small WCFs proposed for location in any Historic District.

SECTION III. ANTENNA AND ACCESSORY EQUIPMENT STANDARDS

1. Antenna Standards

- a. Any Antenna associated with a Small WCF shall not exceed three (3) cubic feet in volume.
- b. The Collocation of a Small WCF on an existing Support Structure shall not extend more than five (5) feet above the existing Support Structure.
- c. All pole-top Antennas shall be flush-mounted as closely to the top of the Support Structure or Wireless Support Structure as technically feasible.
- d. All Antennas shall be of a design, style, and color that matches the Support Structure or Wireless Support Structure upon which they are attached.
- e. Any necessary pole-top extension shall be of the minimum height necessary to achieve separation from the existing pole attachments.
- f. Any Antenna mounted on a lateral standoff bracket shall protrude no more than necessary to meet clearances from the pole and existing pole attachments in accordance with the National Electric Safety Code and any other industry standard applicable to the WCF or Support Structure.
- g. If mounted on an existing Support Structure, no Antenna shall impair the function of said structure.
- h. Antenna placement shall not materially impair light, air, or views from adjacent windows.

2. Accessory Equipment Standards

- a. All Accessory Equipment associated with a Small WCF site shall not exceed a cumulative twenty-eight (28) cubic feet in volume. Equipment utilized solely for mitigation of the aesthetic impact of the Small WCF or required for utility service shall not be included in the Accessory Equipment volume calculation.
- b. Accessory Equipment shall be mounted flush to the side of a Support Structure or Wireless Support Structure, or as near flush to the side of a Wireless Support Structure as technically feasible.
- c. Accessory Equipment shall be mounted so as to provide a minimum of eight (8) feet vertical clearance from ground level unless such Accessory Equipment must be placed lower for utility service, but cannot block sight distance.

- d. Ground-mounted Accessory Equipment shall be located between the sidewalk and the curb. For reasons of safety and aesthetics, such Accessory Equipment shall neither protrude onto the curb, nor obstruct the sidewalk.
- e. Accessory Equipment shall be of a color that matches the Support Structure or Wireless Support Structure upon which such Accessory Equipment is mounted.
- f. All Accessory Equipment shall be contained within a single equipment shroud or cabinet. Such equipment shroud or cabinet shall be of the smallest dimensions technically feasible.
- g. All Small WCFs shall post a sign in a readily visible location identifying the name and phone number of a party to contact in the event of an emergency. The only other signage permitted shall be that required by the FCC or any other federal or state agency. All signage associated with a Small WCF shall be clearly shown in the application and shall be subject to approval by the Town Code Enforcement Officer.
- h. The placement of Accessory Equipment shall not materially impair light, air, or views from adjacent windows.
- i. No Accessory Equipment may feature any visible lighting, including flashing indicator lights, unless required by state or federal law.

3. Wiring Standards

- a. Exposed wiring is prohibited on any Small WCF, Accessory Equipment, or Accessory Equipment enclosure, with the exception of where the cabling exits the conduit or U-guard to attach to the antenna/radio.
- b. Transmission, fiber, power cables and any other wiring shall be contained within any Wireless Support Structure for which such concealment is technically feasible. If such wiring cannot be contained within the Support Structure or Wireless Support Structure, all wiring shall be contained within conduit or U-guard that is flush-mounted to the Support Structure or Wireless Support Structure.
- c. All wiring shall be installed tautly and without excessive slack or extra cable storage on the Support Structure or Wireless Support Structure.
- d. Any conduit or U-guard shall be of a color that matches the Support Structure or Wireless Support Structure to which the Small WCF is attached.
- e. Loops of extra wiring shall not be attached to any Support Structure or Wireless Support Structure.

SECTION IV. WIRELESS SUPPORT STRUCTURE STANDARDS

1. Replacement Wireless Support Structures

- a. The maximum height of any proposed replacement Wireless Support Structure and attached WCF shall be fifty (50) feet above ground level.
- b. Any replacement Wireless Support Structure shall be of comparable materials and design to the existing Wireless Support Structure being replaced except as otherwise required by the pole owner.
- c. Any replacement Wireless Support Structure shall be placed within a five (5) foot radius of the existing Wireless Support Structure being replaced.
- d. Any replacement Wireless Support Structure shall be designed to accommodate all uses that existed on the Wireless Support Structure being replaced.
- e. As part of an application for a Small WCF, the WCF Applicant shall provide documentation from a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the replacement Wireless Support Structure, Small WCF, and prior existing uses shall be structurally sound.

2. New Wireless Support Structures

- a. The maximum height of any new Wireless Support Structure and attached WCF shall be fifty (50) feet above ground level.
- b. New Wireless Support Structures shall not be permitted in any Underground Area.
- c. Any new Wireless Support Structure shall be of comparable materials and design to adjacent Wireless Support Structures.
- d. Any Small WCF requiring the installation of a new Wireless Support Structure shall be set back from any residential structure by a minimum distance of at least 100% of the height of the proposed Small WCF.
- e. To the extent technically feasible, no new Wireless Support Structure shall be installed:
 - i. In the Front Façade Area of any residential building;
 - ii. In any Underground Area;
 - iii. Within ten (10) feet of the edge of any driveway; or

- iv. In the public rights-of-way directly opposite any driveway.
- f. Decorative Poles:
 - i. No Small WCF shall be permitted on any Decorative Pole unless the WCF Applicant provides documentation showing that such Decorative Pole is the only Technically Feasible location for placement and that no suitable alternative sites exist.
 - ii. Decorative Poles shall be required:
 - 1. In any residential zoning district;
 - 2. For the replacement of any existing Decorative Pole; and
 - 3. In any Underground Area, upon a showing by the WCF Applicant that Collocation is not Technically Feasible and no alternative sites exist.
 - iii. For any replacement Decorative Pole, the new Decorative Pole shall match the existing Decorative Pole in shape, design, color, and material to the extent technically feasible. The Town shall have final approval of any such replacement Decorative Pole.
 - iv. No Small WCF shall be permitted on an existing Decorative Pole unless the applicant provides documentation showing that such Decorative Pole is the only technically feasible location for placement and that no suitable alternative locations exist. The WCF Applicant shall provide documentation from a qualified structural engineer licensed in the Commonwealth of Pennsylvania that said Decorative Pole can support the additional loads.

SECTION V. APPROVAL

- 1. The Town Code Enforcement Officer shall determine whether a proposed Small WCF design complies with the requirements of this Design Manual.
- 2. Any requests for relief from the requirements of this Design Manual shall be considered on a case-by-case basis by the Town Code Enforcement Officer and shall be approved only upon a determination by the Town Code Enforcement Officer that such relief is necessary to prevent the effective prohibition of wireless service pursuant to the rules of the Federal Communications Commission.
- 3. Upon approval of a design for a Small WCF requiring relief from the requirements of this Design Manual, such design shall be incorporated by reference into this Design Manual as a Prior Approved Design.

4. All requirements herein shall apply to any Small WCF constructed after the date on which the Town adopts this Design Manual. The requirements of this Design Manual shall not apply to any Small WCF constructed prior to the date of adoption, except that any modification, repair or replacement shall be performed in compliance with these requirements.

SECTION VI. PRIOR APPROVED DESIGNS

1. A record of Prior Approved Designs shall be kept on file at the Town Code Enforcement Office.

Small Wireless Communications Facility Design Checklist

The information detailed in the following checklist shall be included with any application for a Small Wireless Communications Facility:

Item	Description	Included in Application?	
		Yes	No
Cover Letter	<ul style="list-style-type: none">The application shall include a cover letter detailing the location of the proposed site, all equipment being proposed, and a certification that the WCF Applicant has included all information required by the Town Code. The cover letter shall include the name and contact information for the WCF Applicant and, if different, the owner of the proposed Small WCF.		
Site Plan	<ul style="list-style-type: none">Site plan shall show all proposed equipment associated with the Small WCF.The manufacturer and model, proposed location, and physical dimensions of each piece of equipment should be clearly shown.Before and after diagrams of the proposed site showing the dimensional changes shall be included.If the proposed Support Structure or Wireless Support Structure supports existing attachments, the site plan shall show the location and dimensions of all such attachments.If installation of a new or replacement Wireless Support Structure is being proposed, the site plan shall include the color, dimensions, material and type of Wireless Support Structure proposed.The site plan shall include an aerial photo showing the location of any existing structures within five hundred (500) feet of the proposed location, including but not limited to residential structures, commercial structures, light poles, traffic signals, traffic signage, and existing Support Structures.		

Photo Simulations	<ul style="list-style-type: none"> • Before-and-after photo simulations shall depict the Small WCF from at least three locations near the proposed site. • The photo simulations should reflect the proposed design and location of all Accessory Equipment associated with the Small WCF. 		
Engineer Certifications	<ul style="list-style-type: none"> • A written certification by a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the proposed Small WCF and Support Structure or Wireless Support Structure are structurally sound and shall not endanger public health and safety. • A report by a qualified engineering expert which shows that the Small WCF will comply with applicable FCC regulations, including applicable standards for radiofrequency emissions. 		
Paint	<ul style="list-style-type: none"> • Accessory Equipment shall be painted a color that matches the Wireless Support Structure upon which such Accessory Equipment is mounted. • Application shall detail the proposed painting of any Accessory Equipment necessary to achieve aesthetic uniformity of the site. 		
Wiring	<ul style="list-style-type: none"> • All proposed wires associated with the Small WCF shall be clearly shown. • A depiction and description of the concealment methods to be utilized for the wiring shall be included. • No exposed wiring is permitted. 		
Signage	<ul style="list-style-type: none"> • Signage shall be posted in a readily visible location and identify the owner's permit number and the name and phone number of a party to contact in the event of an emergency. • If required, FCC-mandated signage is permitted. Applicant shall identify such signage in its application. 		

Certification of Compliance	<ul style="list-style-type: none"> • A signed statement affirming the proposed WCF and WCF application's compliance with the applicable requirements of Ordinance No. _____ of the Town of Bloomsburg and this <i>Small WCF Design Manual</i>. 		
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Table 2: Parking
Town of Bloomsburg

	Authorized Land Use	Minimum Off Street Parking Requirement (# of spaces)
COMMERICAL LAND USE		
1.	Animal Hospital	5 spaces/veterinarian client and 1 space/employee
2.	Animal Kennel	1 space/employee and 1 space/1,000 sf
3.	Automobile and/or Mobile home Sales	1 space/1,500 sf of sales area and 1 space/employee
4.	Automobile or Gasoline Service Station	2 spaces/service bay
5.	Automobile Washing (Car Wash)	3 stacking spaces/wash bay
6.	Automotive Repair	2 spaces/service bay
7.	Bakery	1 space/4 customer seats and 1 space/2 full-time employees
8.	Bank/Financial Institution	1 space/200 sf of GFA; if building sf <200 sf, then 1 space/office
9.	Bed and Breakfast	1 space/guest room and 1 space/permanent resident
10.	Beverage Distribution	1 space/300 sf of NFA of indoor display and 1 space/1,000 sf of outdoor display
11.	Brewery Pub/Tap Room	1 space/4 customer seats and 1 space/2 full-time employees
12.	Building Supply Establishment	1 client space/1,500 sf of sales area (indoor or outdoor) and 1 space/employee
13.	Bulk Merchandise	1 space/2 employees per maximum shift.
14.	Cafeteria	1 space/4 customer seats and 1 space/2 full-time employees
15.	Convenience Store	1 space/400 sf of GFA
16.	Drive-in/Drive-thru	1 space/4 customer seats and 1 space/2 full-time employees
17.	Dry-Cleaning Establishment	1 space/200 of GFA or fraction thereof; if building sf <200 sf, then 1 pace/establishment
18.	Gymnasium	10 spaces/classroom and/or gathering area and 1 space/employee (peak shift)
19.	Health/Fitness Club	10 spaces/classroom and/or gathering area and 1 space/employee (peak shift)
20.	Home and Garden Center	1 space/250 sf of GFA, excluding areas not used for the sale or display of merchandise and 1 space/employee (peak shift)
21.	Home Improvement/Building Supply	1 space/2,000 sf of GFA and 1 space/2 employees (peak shift)

Table 2: Parking
Town of Bloomsburg

22.	Home Occupation	1 space/dwelling unit and 1 space/nonresident employee and 1 space/client or patron
23.	Home-Based Business, No-Impact	None
24.	Hotel	1 space/ guest room and one space/2 full-time employees. If a restaurant in connection with the above is open to the public, the off-street parking facilities shall not be less than those required for restaurants in addition to those required for guest rooms.
25.	Mortuary	1 space/3 seats for public use and 1 space/employee and a service area for hearses and ambulances
26.	Motel, Motor or Tourist Court	1 space/ guest room and one space/2 full-time employees. If a restaurant in connection with the above is open to the public, the off-street parking facilities shall not be less than those required for restaurants in addition to those required for guest rooms.
27.	Office, Business and Professional	1 space/300 sf of GFA, or fraction thereof; if GFA sf<300 sf, then 1 space/establishment
28.	Personal Service Establishment	1 space/200 sf of GFA or fraction thereof. if building sf <200 sf, then 1 space/establishment
29.	Pharmacy	1 space/250 sf of GFA, excluding areas not used for the sale or display of merchandise
30.	Professional Massage Establishment	1 space/200 of GFA or fraction thereof; if GFA sf <200 sf, then 1 space/establishment
31.	Restaurant	1 space/4 customer seats and 1 space/2 full-time employees
32.	Restaurant, Café	1 space/4 customer seats and 1 space/2 full-time employees
33.	Restaurant, Carryout	1 space/4 customer seats and 1 space/2 full-time employees
34.	Retail Establishment	1 space/250 sf of GFA, excluding areas not used for the sale or display of merchandise
35.	Riding Academy	1 space/2 horse stalls
36.	Stadium	1 space/4 seats provided for public or private assembly
37.	Studio, Commercial	1 space/employee (peak shift)

Table 2: Parking
Town of Bloomsburg

38.	Tavern	1 space/4 customer seats and 1 space/2 full-time employees
39.	Theater, Indoor Movie	1 space/4 seats provided for public or private assembly
40.	Theater, Outdoor Drive-in	1 space/employee (peak shift)
INDUSTRIAL LAND USES		
41.	Contractor Storage Yard	1 client space/1,500 sf of sales area (indoor or outdoor) and 1 space/employee (peak shift)
42.	Distribution Center	1 space/2 employees (peak shift)
43.	Laundry and/or Dry-Cleaning Plant	1 space/2 employees (peak shift)
44.	Manufacturing, Heavy	1 space/2 employees (peak shift)
45.	Manufacturing, Light	1 space/2 employees (peak shift)
46.	Natural Resource Production	1 space/2 employees (peak shift)
47.	Self-Service Storage Facility	1 space/10 storage bay and 1 space/employee (peak shift)
48.	Warehouse	1 space/2 employees (peak shift)
49.	Welding, Machine and Printing Shops	1 space/2 employees (peak shift)
50.	Wholesale	1 space/2 employees (peak shift)
AGRICULTURAL LAND USES		
51.	Agricultural Marketing Enterprise	None
52.	Agricultural Support Business	None
53.	Agriculture Operation	None
54.	Concentrated Animal Feeding Operation (CAFO)	1 space/2 employees (peak shift)
55.	Concentrated Animal Operation (CAO)	1 space/2 employees (peak shift)
56.	Wholesale, Agricultural	1 space/2 employees (peak shift)
CONSERVATION AND RECREATIONAL LAND USES		
57.	Campground	1 space/campsite either on the individual campsite or provided in a common parking area
58.	Cemetery	6 parking spaces min. (not including circulation lanes)
59.	Commercial Recreation Facility, Indoor	1 space/20 persons of capacity based upon largest gathering space and 1 space/employee (peak shift)
60.	Commercial Recreation Facility, Outdoor	None
61.	Community Garden	None
62.	Fairgrounds	None
63.	Golf Course or Country Club	1 space/10 members and 1 space/employee
64.	Parks and Recreational Facilities	None
65.	Recreation Trails and Incidental Facilities	None
CARE-RELATED LAND USES		
66.	Adult Day-Care	1 space/employee (peak shift)
67.	Assisted Living Facility	1 space/3 patient beds and 1 space/doctor and 1 space/employee (peak shift)

Table 2: Parking
Town of Bloomsburg

68.	Child Care Center	1 space/6 children and 1 space/employee
69.	Child Care Center, Accessory	1 space/6 children and 1 space/employee
70.	Child Care Home, Family	1 space
71.	Child Care Home, Group	1 space/6 children
72.	Continuing Care Retirement Community (CCRC)	1 space/3 patient beds and 1 space/doctor and 1 space/employee (peak shift)
73.	Halfway House for Persons on Parole or Probation	1 space/employee, including those via contracted services, and 1 space/facility resident based upon the maximum number of persons approved to reside at the facility
74.	Homeless Shelter	1 space/employee or volunteer (peak shift) and 1 space/10 beds
75.	Non-Hospital Drug-Free Residential Substance Abuse Treatment Facility	1 space/employee, including those via contracted services, and 1 space/2 beds
76.	Nursing Home	1 space/3 patient beds and 1 space/doctor and 1 space/employee (peak shift)
77.	Partial Hospitalization Substance Abuse Treatment Facility	1 space/employee, including those via contracted services, and 1 space/2 beds
78.	Substance Abuse Detoxification Treatment Facility	1 space/employee, including those via contracted services, and 1 space/2 beds
INSTITUTIONAL LAND USES		
79.	Clinic	4 spaces/practitioner and 1 space/employee
80.	Clubs and Lodges	1 space/100 sf of assembly area
81.	Convention and Conference Center	1 space/4 seats provided for public or private assembly
82.	Emergency Vehicle Facility	None
83.	Hospital	1 space/3 beds and 1 space/ doctor and 1 space/employee (peak shift)
84.	Hospital, Incidental Uses	None
85.	Hospital, Parking Lots/Garages	None
86.	Library	1 space/300 sf of GFA and 1 space/employee
87.	Medical Clinic	4 spaces/practitioner and 1 space/employee
88.	Municipal Use, Non-Utility	None
89.	Museum	1 space/1000 sf excluding areas not for public use and 1 space/employee
90.	Office, Medical or Dental	4 spaces/practitioner and 1 space/employee
91.	Outpatient Medical Testing Laboratory	1 space/examination room and 1 space/employee (peak shift)
92.	Place of Assembly	1 space/300 sf of GFA and 1 space/employee
93.	Place of Worship	1 space/300 sf of GFA and 1 space/employee

Table 2: Parking
Town of Bloomsburg

94.	School, Post Secondary	1 space/3 students enrolled and 1 space/2 employees on the maximum shift. The total number may include those allocated to auditoriums, stadiums and other places of assembly on campus.
95.	School, Primary and Secondary	Primary 1 space/staff (peak shift) and 1 space/classroom Secondary 1 space/staff and 4 spaces/classroom
96.	School, Secondary Trade	1 space/staff and 4 spaces/classroom
97.	University Research Facilities	1 space/500 sf of habitable floor area
98.	University Use, Incidental	University Administrative and Faculty Offices & University Bookstore and Health and Counseling Facilities 1 space/500 sf of habitable floor area University Dormitories 1 space/3 residents based on the design capacity of the building University Garden Style Apartments 3 spaces/apartment unit University Instructional Facilities 1 space/5 classroom seats
UTILITIES, TRANSPORTATION, AND INFRASTRUCTURE		
99.	Airport	1 space/private place which can be accommodated at the facility but no less than a total of 20 spaces and 1 space/employee (peak shift)
100.	Commercial Communications Antenna	None
101.	Commercial Communications Tower	1 space
102.	Essential Services	1 space/employee (peak shift)
103.	Heliport	1 space
104.	Parking Lot	Not applicable
105.	Parking Structure	None
106.	Photovoltaic Solar System, Accessory	None
107.	Photovoltaic Solar System, Principal	1 space
108.	Private, Public, and Semipublic Transportation Terminal	None
109.	Public Transportation Terminal	1 space/100 sf of waiting room area and

Table 2: Parking
Town of Bloomsburg

		1 space/employee (peak shift)
110.	Public Utility Facility	1 space
111.	Truck Terminal	None
112.	Wind Turbine	1 space
113.	Any Nonresidential Land Use Not Assigned Otherwise	As determined by the Town, on a case by case basis.

Public Works & Environmental Committee Minutes
Tuesday, March 4, 2025, 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 Justin Hummel and Maria Valentin (Zoom). Town Manager/Secretary/Treasurer Lisa Dooley, Director of Public Works John Fritz, Director of Governmental Services Charles Fritz, Director of Code Enforcement Michael Reffeor. Also in attendance were MJ Mahon (Zoom), Karen Tinstman, Eric Newman and Diane Sones.

On a motion by N. McGaw, seconded by J. Jordan, and voted unanimously, the Committee approved the February 4, 2025 meeting minutes.

Eric Newman with Danville Area Pickleball Players described the donation tiers for the pickleball court project. On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve the donation tiers.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council apply to Columbia County for hotel tax funds for the pickleball court project.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends council approve placing portable toilets at the pickleball courts once the courts are ready for use. Note: The Town Park Improvement Association will pay one half of the cost for 8 months out of the year.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee accepted with regret, the resignation of Michael Spagnuolo from the Public Works department with his last day being 3/14/2025.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council advertise the vacancy in the Public Works department.

On a motion by N. McGaw, seconded by J. Jordan, and on voted 0-3, the Committee recommends Council not approve the resolution to grant access to the Berkheimer Recycling portal. It was noted that this access was no longer needed.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve Charles Fritz attending the PROP Recycling Conference.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the meeting adjourned at 11:10 a.m.

Notes taken by Lisa Dooley and transcribed by Christine Meeker.

BLOOMSBURG RECYCLING CENTER
MONTHLY SUMMARIES
MARCH 2025

I.	<u>COLLECTIONS:</u>	<u>Tons</u>
	A. Bloomsburg Curbside	12.16
	B. Commercial Collections	207.49
	C. Center Drop-Off's	64.94
	D. Cluster Collections	0.17

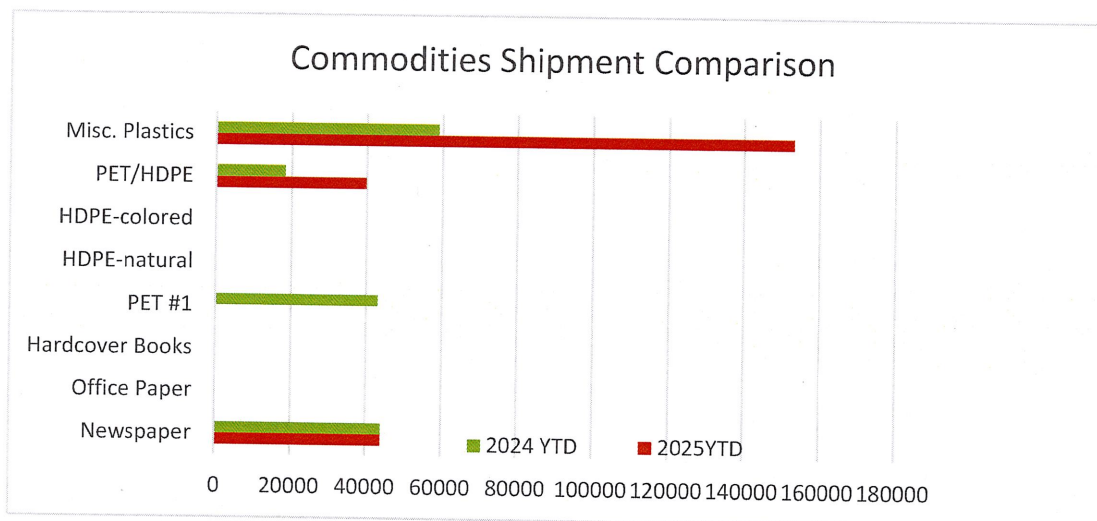
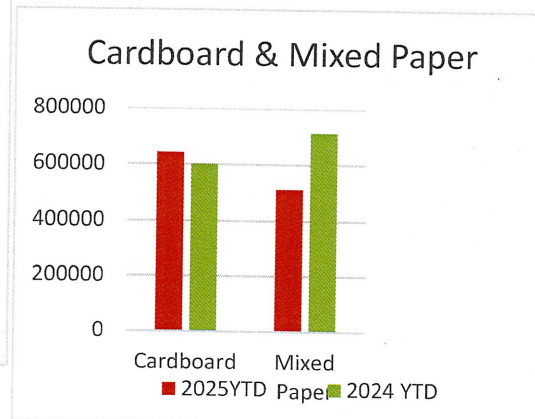
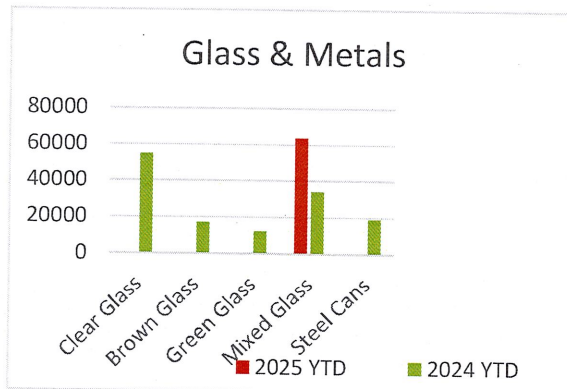
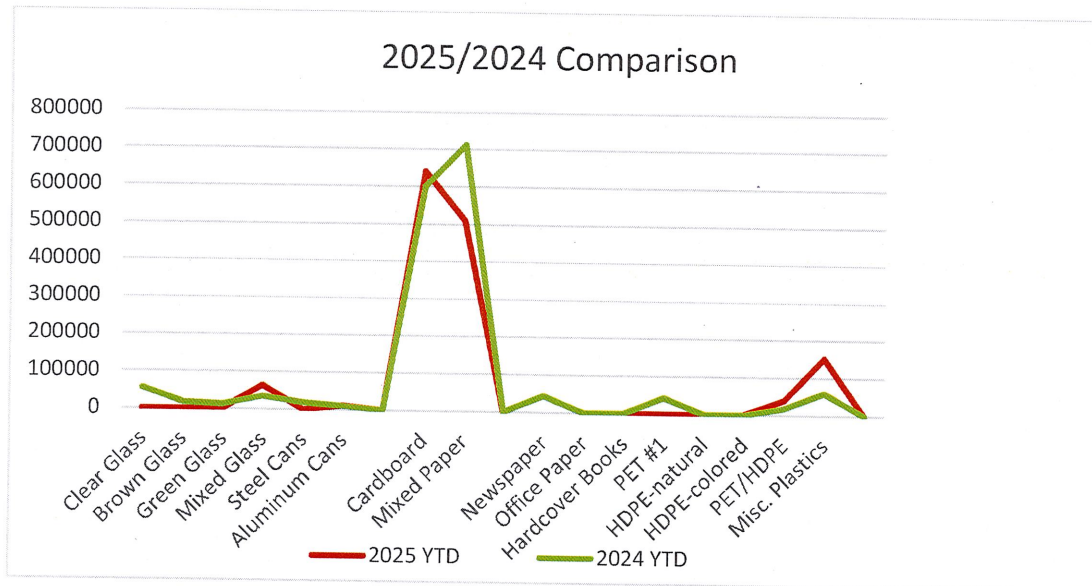
MONTHLY TOTAL	<u><u>284.76</u></u>
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II.	<u>SHIPMENTS:</u>	2025 YTD	2024 YTD	MAR
	Clear Glass	0	54885	0
	Brown Glass	0	17195	0
	Green Glass	0	12425	0
	Mixed Glass	63600	34030	0
	Steel Cans	0	19070	0
	Aluminum Cans	10950	10355	10950
		<u>2025YTD</u>	<u>2024 YTD</u>	
	Cardboard	642545	601165	215665
	Mixed Paper	511440	713535	86365
		<u>2025YTD</u>	<u>2024 YTD</u>	
	Newspaper	43990	44025	43990
	Office Paper	0	0	0
	Hardcover Books	0	0	0
	PET #1	0	43010	0
	HDPE-natural	0	0	0
	HDPE-colored	0	0	0
	PET/HDPE	39785	18315	0
	Misc. Plastics	153130	58930	44125

TOTAL POUNDS	1465440	1626940	401095
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TOTAL TONNAGE	<u><u>732.72</u></u>	<u><u>813.47</u></u>	<u><u>200.55</u></u>
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BLOOMSBURG RECYCLING CENTER MONTHLY SUMMARIES MARCH 2025



2025 COMPOST SITE SUMMARY

MONTH	MARCH							
	12	15	19	22	26	29	TOTAL	
TOWN	55	65	42	50	23	57		
SCOTT	27	32	43	32	13	29		292
OTHER	2	2	5	5	4	4		176
								22
		Elysburg	Montour	Hemlock (2)				
		Cooper	Main					
		Hemlock	Sunbury	Main (2)				
		Contractor	Danville	Catawissa	Main (3)			
				Contractor	Sunbury			

Bloomsburg Municipal Airport Report 3/10 – 3/23

1. Arrivals and Departures 3/24 – 4/06 (data from Flightaware)

- Arrivals = 58 from 40 Aircraft
- Departures = 57 from 39 Aircraft
- Several Military Aircraft from Fort Indiantown Gap visited however unable to track due to their ADSB being disabled.

2. Current Fuel Farm

- The current fuel level at +/- 1550 gal. will be used down to 300-500 gal. for aircraft sales, then would recommend selling the remaining fuel to Columbia Aircraft at a discounted rate, till empty.
- After the tank is empty and decommissioned, it will be removed by Grimm.

3. New Fuel Farm

- Recirculating fuel in the tank every day per request, until a second fuel sample was drawn for soak testing.
- 3/31 Department of weights and measures were on site to test the pumps' calibration; however, the pump failed and will need some adjustments and recalibration.
- 4/1 Mike Barta made those adjustments and the recalibration was rescheduled. Also, QT card reader was repaired and ready for service.
- 4/2 Received approval from Department of Labor & Industries.
- 4/4 Received approval and certification sticker from Department of Weights & Measures
- Currently waiting on the results from the soak testing, as soon as those results are back the new fuel farm should be ready for commissioning.
- I would recommend that we allow the flight school (T2A) to use the new tank farm prior to using up all the fuel from the old tank. This would limit the number of users to just two or three (instructors and myself) and would give us a "live testing" period to ensure everything is working properly, prior to running the old tank out of fuel.

4. Airport Mgr. met with EAA, Civil Air Patrol, and Flying Club personnel and assisted them in reorganizing their material.
5. Airport Mgr. met Representative from the FAA regarding a past incident.
6. Performed regular runway, lighting checks & weather station checks.
7. Performed some wildlife repelling.
8. Getting up to speed on airport operations and daily reports to ensure the airport stays in compliance with BOA & FAA.

Submitted 4/7//2025

Dan Broadt A/P Mgr.