#### BLOOMSBURG TOWN COUNCIL MEETING COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM) MONDAY, June 9, 2025, 7:00 P.M. PUBLIC CAN JOIN: DIAL: +1 646 558 8656 US & INCLUDE THE MEETING ID: 456-920-3798 & PRESS #. JOIN ONLINE AT: <u>https://us02web.zoom.us/j/4569203798</u>.

Call to order.

#### Pledge of Allegiance.

#### Council remarks.

-An executive session was held on 5/8/2025 from 1:10 p.m.- 1:58 p.m. regarding a police personnel matter.

-An executive session was held on 5/12/2025 from 9:16 p.m.-9:55 p.m. regarding parking, codes and public works personnel matters.

-An executive session was held on 5/15/2025 from 1:02 p.m.- 1:20 p.m. regarding public works and a code personnel matters.

-An executive session was held on 5/29/2025 from 1:00 p.m.- 1:49 p.m. regarding police personnel matters.

#### Citizens to be heard.

Approval of the Council minutes from the March 13, 2025 meeting.

Approval of the Council minutes from the May 12, 2025 meeting.

Fee Resolution 06.09.2025.01- Update from \$6 to \$7 for Pool admission per 11/11/2024 Council vote.

<u>Resolution 06.09.2025.02-</u> Strategic Management Planning Program. Selection of the grant tier is required.

Resolution 06.09.2025.03 - Service Electric Cablevision, Inc.

Resolution 06.09.2025.04 - Establishing Attorney Fees

#### 1. **DEPARTMENT REPORTS.**

- a. <u>Police officer reports.</u>
  - i. Parking report- April.
- b. Code enforcement permit report.
- c. Code enforcement citation report.
- d. Public Works Report.
- e. <u>Recycling report.</u>
- f. Ambulance report.

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

- a. Approval of accepting two Englich Garden Benches from Andes Nursery that were placed at the Norris E. Rock Memorial Pool.
- b. Approval of accepting one bucket of chlorine tablets from Strong Pool & Spa.
- c. Approval of accepting Jaclyn Kressler's \$100 donation for the July 4, 2025 event.
- d. Approval of a TNR program for the Town of Bloomsburg. Note: direction is needed on how many vouchers, if there will be a price for the citizen for the voucher and what department will be responsible for administering the program.
- e. <u>Recommendation to approve the May list of bills.</u>
- f. Approval for the Town to take ownership of 290 E. 9th Street. Note: Council discussion will be required to determine whether the lot will be utilized as a trailhead or offered for public auction.
- g. <u>Recommendation to approve a quote from Donald E. Kocher, Inc. in the</u> amount of \$8,250 to fix the airport concrete steps.
- h. <u>Recommendation to approve a quote from Reynolds Iron Works, Inc. in the</u> <u>amount of \$12,525 to fix the airport concrete steps.</u>
- i. Recommendation from the Civil Service Commission and Committee to perform a new sergeant testing.
- j. <u>Recommendation from the Civil Service Commission and Committee to</u> <u>approve changes to the Civil Service Regulation.</u>
- Recommendation to explore restructuring the Police Department, including the potential creation of a Lieutenant position. Note: Should an internal advertisement be issued, a salary must be established. For reference, the 2025 base salaries are as follows: Sergeant – \$87,720.67 (does not include overtime); Chief – \$105,000.
- I. Recommendation from the Civil Service Commission and Committee to advertise and hire two new police officers for January 2026 or sooner.
- m. Approval of setting up a three-year employment contract with a \$10,000 recruitment incentive for the 2024- 2025 civil service regulations. Chief Fosse provided to L. Dooley on 6/6 for the agenda due to several departments seeking candidates.

- n. Recommendation to approve the following attorney rates:
  - i. Robert Davidson- \$195 per hour and \$250 per hour for litigation related services.
  - ii. Pat O'Connell- \$175 per hour and \$250 an hour starting 7/1/2025. Note the red font is an update from the Committee.
- o. Recommendation to approve a fall police intern: Abigail Walter.
- p. <u>Recommendation to approve MIB appraiser quote in the amount of \$3,580.</u>
- q. <u>Approval of the Cable Franchise Agreement between the Town of Bloomsburg</u> and Service Electric Cablevision, Inc.

#### 3. **PUBLIC WORKS & ENVIRONMENTAL COMMITTEE- James Garman.**

- a. <u>Approval of an access control system from NorthEastern Automated Technologies, Inc. in</u> <u>the amount of \$2,937.89 for the Bloomsburg Municipal Airport.</u>
- b. Discussion that the 2025 AAP is available for public review. Note: full plan will be sent via e-mail.
- c. <u>Recommendation to approve a PPL solar interconnectivity fee in the amount of \$5,300</u> for the Public Works location regarding the solar project.
- d. Recommendation to approve the following SEDA-COG invoices:
  - i. 2020 HUD Entitlement Program- \$6,233.
  - ii. 2021 HUD Entitlement Program- \$3,397.
  - iii. 2023 HUD Entitlement Program- \$6,960.
  - iv. 2024 HUD Entitlement Program- \$12,250.
- e. Discussion of the road diet bid. Direction was requested during the Committee meeting on whether to issue a Request for Proposals (RFP) for the Road Diet Project through competitive bidding or to assign the project directly to the Town's appointed engineer, LIVIC Civil.
- f. <u>Approval of quote from Mark Conner Electric LLC in the amount of \$3,310 for replacing</u> the main breaker panel at the Norris E. Rock Memorial Pool.
- g. Approval of parking on the West End for Fair Week.
  - i. Council could allow Town Public Works Staff to be in charge and change their hours for shift differential pay.
- h. Discussion of the roof at Columbia Aircraft.

i. <u>Approval of an engineering package from LIVIC Civil in the amount of \$42,000</u> (11/11/2024 meeting)

<u>ii. Approval of an engineering package from Providence in the amount of</u> \$38,000 (11/11/2024 meeting).

- i. <u>Approval of proposed future airport projects to be included on the 2025 Bureau of</u> <u>Aviation (BOA) Budget Priority Listing.</u>
- j. Update on the vandalism at the Town Park.
- 4. COMMUNITY & ECONOMIC DEVELOPMENT & PUBLIC SAFETY COMMITTEE- Bonnie Crawford.
  - a. Recommendation from the Planning Commission to approve a 90-day extension for the Bloom Heights Land Development project.
  - b. Upcoming dates for zoning will be June 10<sup>th</sup> and June 24<sup>th</sup> at 6 p.m.

#### 5. TECHNOLOGY COMMITTEE- Justin Hummel.

- a. <u>Recommendation to approve a quote from RTI in the amount of \$875 to dispose of old devices.</u>
- b. <u>Recommendation to approve a quote from RTI in the amount of \$1,255 for NAS Town</u> <u>Hall backup.</u>
- c. <u>Recommendation to approve a quote from RTI for a N1C 10-year life warranty in the</u> amount of \$5,232 for a UPS Service at Town Hall.
- d. <u>Recommendation to approve a quote from RTI for a N1C-10-year life warranty in the</u> amount of \$7,227 for a UPS Service at the Police Station.
- e. <u>Recommendation to approve a quote from Mark Conner Electric LLC in the amount of</u> <u>\$1,350 for electrical work.</u>

Next meeting: June 10, 2025 at 6 p.m. Parking Zoning meeting.

The Bloomsburg Town Council held a Special Council meeting on Thursday, March 13, 2025 beginning at 7:00 p.m. via teleconference. The public joined by dialing: +1 646 558 8685 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <u>https://us02web.zoom.us/j/4569203798</u>.

Mayor Justin Hummel called the meeting to order at 7:00 p.m., present were Council members James Garman, Bonnie Crawford, Jaclyn Kressler, Nick McGaw, and Maria Valentin. Town Manager/ Secretary/ Treasurer Lisa Dooley and Public Works Director John Fritz. Also present was Brian Smith from the Press Enterprise. Absent was Jessica Jordan.

#### APPROVAL OF HIRING JODI REICHART AS THE ADMINISTRATIVE FINANCE RECEPTIONIST AT \$18.50 PER HOUR WITH A SIX-MONTH PROBATIONARY PERIOD AND THE BENEFITS OUTLINED IN THE NON-BARGAINING EMPLOYEE HANDBOOK.

On a motion by N. McGaw, seconded by M. Valentin, and voted on unanimously, Council approved hiring Jodi Reichart at \$18.50 with a six-month probationary period as the Administrative Finance Receptionist with the benefits outlined in the non-bargaining employee handbook.

Lisa Dooley Town Manager/Secretary/Treasurer The Bloomsburg Town Council held a Council meeting on Monday, May 12, 2025 beginning at 7:00 p.m. in Council Chambers, 2<sup>nd</sup> Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8685 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: <u>https://us02web.zoom.us/j/4569203798</u>.

Mayor Justin Hummel called the meeting to order at 7:03 p.m., present were Council members James Garman, Jaclyn Kressler, Nick McGaw, Jessica Jordan and Maria Valentin. Town Manager/ Secretary/ Treasurer Lisa Dooley, Town Solicitor Matthew Turowski, Chief of Police Scott Price, Public Works Director John Fritz, Director of Code/Zoning Mike Reffeor, Director of Governmental Affairs Charles Fritz, and Fire Chief Scott McBride. Also attending were MJ Mahon, Mark Gardner, Jared Fenstermacher, Andy Keister, Andrew Barton, David Hill (Zoom), Jamie Shrawder (Zoom), Karen Anselm (Zoom), Ryan Young (Zoom), Robert Echternach (Zoom), Joe B. (Zoom), Wade Verchimak (Zoom), and 5 citizens. Absent was Bonnie Crawford.

#### APPROVAL OF THE COUNCIL MINUTES FROM THE APRIL 28, 2025, MEETING.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved the April 28, 2025 meeting minutes with no corrections or additions.

#### APPROVAL OF A FEE RESOLUTION 05.12.2025.01.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved resolution 05.12.2025.01 the Fee Resolution.

#### EMS PROCLAMATION- MAY 18-24, 2024.

Mayor Hummel designated by proclamation the week of May 18-24, 2025 is Emergency Medical Services week. This is the 50<sup>th</sup> Anniversary of EMS week.

#### **GUN AWARENESS PROCLAMATION- JUNE 6, 2025.**

Mayor Hummel proclaimed June 6, 2025 as Gun Violence Awareness Day and asks that our resident wear orange on the that day as a symbol of awareness of gun violence.

#### **RECOMMENDATION TO APPROVE THE APRIL LIST OF BILLS.**

On a motion by J. Kressler, seconded by J. Jordan, and voted on unanimously, Council approved payment of the following monthly bills: General Fund \$243,359.14, Recycling Fund \$21,914.76, Street Lighting Fund \$3,036.98, Fire Fund \$6,170.47, Pool Fund \$1,230.70, Commercial Revolving Loan \$11,000, Liquid Fuels Fund \$3,417.10 and the April Payroll Authorization \$268,809.86.

#### APPROVAL OF HIRING A CHIEF OF POLICE, EFFECTIVE MAY 13, 2025. THE SELECTED CANDIDATE WILL BEGIN EMPLOYMENT ON MAY 13, 2025, AND WILL SHADOW CHIEF PRICE THROUGH MAY 23, 2025. DURING THIS TRANSITIONAL PERIOD, BOTH CHIEF PRICE AND THE INCOMING CHIEF WILL HOLD FULL CHIEF OF POLICE AUTHORITY.

On a motion by J. Kressler, seconded by J. Garman, and voted unanimously, Council approved the hiring of Sergeant Michael Fosse as Chief of Police, effective May 13, 2025. The candidate will shadow Chief Price through May 23, 2025 during this transition period, both Chief Price and Chief Fosse will hold full Chief of Police authority.

# RECOMMENDATION TO APPROVE ACCEPTING THE RESIGNATION OF SCOTT PRICE, WITH HIS LAST WORKING DAY BEING MAY 23, 2025.

On a motion by N. McGaw, seconded by J. Kressler, and voted unanimously, Council approved the resignation of Scott Price with his last working day being May 23, 2025.

#### RECOMMENDATION TO APPROVE HIRING JOSEPH KELLEHER AS A PARKING ENFORCEMENT OFFICER WITH AN EFFECTIVE START DATE OF MAY 5, 2025.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved the hiring of Joseph Kelleher as a parking enforcement officer effective May 5, 2025.

#### RECOMMENDATION TO APPROVE FILING A PETITION FOR THE APPOINTMENT OF A CONSERVATOR TO TAKE POSSESSION OF 52 WASHINGTON AVE., BLOOMSBURG, PA 17815 AND DEMOLISH THE BLIGHTED STRUCTURE THEREON, FOR LATER SALE TO THE HIGHEST RESPONSIBLE BIDDER AT PUBLIC AUCTION, SUCH PETITION BEING SUBJECT TO REVISION AND FINALIZATION BY THE TOWN'S ATTORNEYS OR APPROVE PURCHASING THE PROPERTY AT TAX SALE.

On a motion by J. Kressler, seconded by M. Valentin, and voted unanimously, Council approved entering as a legal bidder of 52 Washington Avenue, Bloomsburg, Pa at the County tax sale. These actions are pending legal review and with the stipulation of a minimum bid and a no compete clause.

# RECOMMENDATION TO APPROVE A QUOTE FROM BACKYARD BOUNCIN' LLC FOR THE JULY $4^{TH}$ FESTIVAL IN THE AMOUNT OF \$450 FOR THE TROPICAL OBSTACLE COURSE.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved a quote from Backyard Bouncin', LLC for the July 4<sup>th</sup> festival in the amount of \$450 for the Tropical Obstacle course.

# RECOMMENDATION TO APPROVE A QUOTE FROM PASSPORT IN THE AMOUNT OF \$636.97 FOR A PARKING ENFORCEMENT PRINTER.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved a quote from Passport in the amount of \$636.97 for a parking enforcement printer.

# APPROVAL TO CHANGE THE AMERICAN RESCUE PLAN (ARP) BANK ACCOUNT DESIGNATION TO A PROJECT ACCOUNT. FURTHER MOTION TO APPROVE REPORTING THE FULL USE OF ARP FUNDS AS OF DECEMBER 31, 2024.

On a motion by J. Garman, seconded by J. Kressler, and voted on unanimously, Council approved to change the American Rescue Plan bank account designation to a project account and approved reporting the full use of ARP funds as of December 31, 2024.

#### APPROVAL FOR UP TO AN ADDITIONAL \$15,000 IN PROFESSIONAL SERVICES FROM OSTERGAARD ACOUSTICAL ASSOCIATES. NOTE: THE TOWN PREVIOUSLY PAID \$15,000 TO OSTERGAARD ACOUSTICAL ASSOCIATES; THIS APPROVAL WOULD BRING THE TOTAL CONTRACT AMOUNT TO \$30,000.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved up to an additional \$15,000 in professional services from Ostergaard Acoustical Associates.

# APPROVAL OF A CONTRACTOR TO BE SELECTED FOR THE BOAT LAUNCH PROJECT. NOTE: BIDS WERE DUE ON 5/9/2025 AND LIVIC CIVIL IS PREPARING THE BID TABULATION. RESULTS WILL BE PRESENTED AT THE MEETING.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved awarding the boat launch project to Don E. Bower in the amount of \$242,104.85 for the base bid plus alternate 1 option. Project overage cost will be covered using the interest from the American Rescue plan funds.

### RECOMMENDATION TO APPROVE THE ESTIMATE OF \$226,674 FFY 2025 PROJECT RECOMMENDATIONS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:

ADMINISTRATION \$36,900, EAST PINE \$63,258, WEST PINE \$63,258, PINE \$63,258.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved the FFY 2025 recommendations for the Community Block Grant Funds with \$36,900 for administration and the remainder divided equally between East Pine, West Pine and Pine Avenue parking lots.

#### RECOMMENDATION TO APPROVE ADVERTISING THE TOWN'S RIGHT OF WAY MANAGEMENT ORDINANCE.

On a motion by J. Kressler, seconded by M. Valentin, and voted on unanimously, Council approved to advertise the Town's Right of Way Management ordinance.

# RECOMMENDATION TO APPROVE PAYMENT TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION DAMAGE PREVENTION IN THE AMOUNT OF \$1,000.

On a motion by J. Kressler, seconded by J. Jordan, and voted on unanimously, Council approved payment to the Pennsylvania Utility Commission damage prevention in the amount of \$1,000.

# RECOMMENDATION TO APPROVE AN ELECTRONIC RECYCLING DAY AT THE RECYCLING CENTER IN OCTOBER 2026.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, Council approved an electronic recycling day at the recycling center in October 2026.

# RECOMMENDATION TO ISSUE A CONSTRUCTION REQUEST FOR PROPOSALS (RFP) FOR THE PICKLEBALL COURT PROJECT, INCLUDING OPTIONS FOR 6, 8, AND 10 COURTS.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved to issue a construction request for proposals (RFP) for the pickleball court project, including options for 6, 8 and 10 courts.

# APPROVAL OF PURCHASING STONE IN THE AMOUNT NOT TO EXCEED \$1,500 FOR THE PARKING LOT IN THE TOWN PARK OFF OF MARKET STREET. NOTE: J. FRITZ REPORTS THAT IT'S AROUND 10,000 SQUARE FEET.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved the purchase of stone in the amount not to exceed \$1,500 for the parking lot in the Town Park off Market Street.

#### UPDATE ON THE SNARL PROJECT.

Andrew Barton updated the Council on the SNARL project.

#### APPROVAL OF GREENMAN PEDERSEN INC. RATE TABLE.

On a motion by J. Kressler, seconded by J. Jordan, and voted unanimously, Council approved Greenman Pedersen, Inc. engineers rate table.

# APPROVAL OF PURCHASING PHILLIPS 66 FUEL THROUGH PURVIS BROTHERS TO RECEIVE \$12,600 FOR THE NEW AIRPORT FUEL FARM.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved purchasing Phillips 66 fuel through Purvis Brothers to receive \$12,600 for the new airport fuel farm.

#### RECOMMENDATION TO CONTINUE FREE ON-STREET PARKING FROM JEFFERSON STREET TO WEST STREET. NOTE: ORDINANCE WILL NEED AMENDED IF COUNCIL APPROVES.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved to continue free on-street parking on Main Street from Jefferson Street to West Street.

#### **RECOMMENDATION TO ADVERTISE THE VENDOR ORDINANCE.**

On a motion by J. Garman, seconded by J. Kressler, and voted on unanimously, Council approved to advertise the vendor ordinance.

# APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE COLUMBIA COUNTY CONSERVATION DISTRICT.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved a memorandum of understanding with Columbia County Conversation District.

#### SUMMARY FROM LIVIC CIVIL REGARDING THE 2025 PAVING PROJECT.

Andrew Barton of LIVIC Civil presented information on the 2025 paving project with a number of options being discussed.

On a motion by N. McGaw, seconded by J. Kressler, and voted on 5-1 (Garman voting no), Council approved the paving of Market Street from 5<sup>th</sup> Street to Ft. McClure Blvd with curb cuts and the bike lane and the paving of the Skate Park parking area in the bid. Also included in the bid will be the addition of a preemptive signal at 5<sup>th</sup> and Market.

On a motion by J. Kressler, seconded by and voted on unanimously, Council adjourned into an executive session at 9:16 p.m. to discuss parking, codes and public works matters. Council reconvened the meeting at 9:55 p.m.

#### APPROVAL OF HIRING A PART-TIME PARKING ENFORCEMENT OFFICER AT THE RATE OF \$15.

On a motion by J. Kressler, seconded by M. Valentin, and voted on unanimously, Council approved to hire a parttime parking enforcement officer at the rate of \$15.

#### DISCUSSION AND POSSIBLE MOTIONS FOR ADJUSTMENT OF PAY FOR PERSONNEL COMPENSATED IN 2025.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved an adjustment to the wages of Scott Buck and Wade Verchimak with an effective date of May 19, 2025 at the rate of \$18 an hour.

Lisa Dooley Town Manager/Secretary/Treasurer

### TOWN OF BLOOMSBURG COLUMBIA COUNTY, PENNSYLVANIA

### RESOLUTION NO. 06.09.2025.01 SETTING VARIOUS FEES

**BE IT RESOLVED BY THE TOWN COUNCIL** of the Town of Bloomsburg that the following fee schedule is adopted:

#### CODES:

**PURSUANT TO THE TOWN OF BLOOMSBURG-** Permit fees shall be doubled for failure to obtain the necessary permitting prior to initiation of construction, use or any action for which a permit is required under the Town of Bloomsburg Code of Ordinances and or the Municipal Planning Code. These fees are not in lieu of other enforcement penalties set forth in the Town of Bloomsburg Code of Ordinances and or the Municipal Planning with the requirements of Town of Bloomsburg Code of Ordinances and or the Municipal Planning Code or from any other penalties set forth therein.

- The Town has the following fees for projects:
  - A. Residential and Non- Residential Zoning Permit/ Review Fee.
    - A \$4.50 fee is required to be assessed on each permit issued, in accordance with Pennsylvania Act 36 of 2017.
  - B. Residential and Commercial/ Non-Residential Building Permit/ Review Fee.
    - UCC Permit Fees are to be paid at the time of UCC Permit pickup. If a permit application is canceled prior to the UCC Permit approval, any outstanding UCC Permit Plan Review fees or outstanding UCC fees are required to pay for any balance due for the application.
    - If a project is canceled or the project is ceased for any reason after receiving a UCC Permit and/or construction is commenced, proper closeout and safety site planning is required, all fees paid shall remain associated with the permit with a pro-rated refund of UCC fees. Fees kept will include any time/ labor spent on said project up until the point it was canceled.
    - Residential UCC permits are for one and two-family dwellings, as defined by the 2018 IRC definition of a residential building, and any subsequent revisions. A single building containing three or more dwelling units shall require a Non-Residential UCC Permit.
    - The definitions cited under 34 Pa. Code § 401.1. shall apply to the interpretation of this permit fee schedule (e.g., "building", "residential building", "commercial construction", "structure", "facility", "addition", "alteration", "repair", etc.)
    - Gross square footage shall include basements, each floor level, garages, decks, porches, patios, parking lots, ramps, etc. Measurements shall be from exterior face of wall to exterior face of wall.
  - C. Zoning Hearing Board, Conditional Use Application, Code Appeal Application, Floodplain Appeal Application, Other Permits, Residential/ Non- residential- investigations, Inspections and other service requested by the Municipality, BCO Fee, Floodplain Review and Inspections regardless of residential/ non-residential, Zoning- Certificate of Occupancy, compliance letter, etc.
    - Floodplain Permit/ Review Fee.
      - Construction work in a floodplain may require additional permitting/ plan review requirements and fees.
  - D. Sub-division and Land Development Fee.

### A. Zoning Permit/ Review Fee

<b>RESIDENTIAL</b> (NEW CONSTRUCTION AND ADDITIONS) Single Family and Two-Family Dwellings Plus \$0.30 per square foot of gross floor space (includes basements, decks, patios, porches, ramps, garages, etc	
Multifamily Residential Dwelling Plus \$0.30 per square foot of gross floor space (includes basements, decks, patios, porches, garages, etc.)	\$100.00
Accessory Structure (up to 200 sq. ft.) Plus \$0.25 per square foot of building space over 200 square feet (includes decks, patios, fences, swimming pools, sheds, greenhou	t
Re-inspection fee Revision to approved permit	•
All other categories	\$50.00
NON-RESIDENTIAL Commercial (new construction & additions) Plus \$0.35 per square foot of gross building space (Includes wirel New Signs	ess communication sites)
New Off Premise Signs (Includes Billboards)	\$250.00
All Sign Copy Changes	•
Accessory Structure to Non-residential Use (up to 200 sq. ft.)	\$100.00 Plus \$0.25 per square foot over 200 sq. ft.
Re-inspection fee Revision to approved permit	•
All other categories	\$50.00

#### B. Residential Building Permit

#### **RESIDENTIAL PA UCC PERMIT FEE SCHEDULE**

(One- and Two-Family Dwellings & Townhouses up to 3 stories)

• A Town Administration Fee of (20%) shall be added to the total permit and plan review fees.

• Work performed without approved permits will be assessed at double of the normal permit fee rate.

New Construction	
Per dwelling unit up to 2,500 gross square feet	\$595.00
Per 100 gross square feet or fraction thereof above 2,500 square feet	\$10.00

Plan Review Fees Additional.

Mechanical, Electrical, and Plumbing Permit Fees Additional.

Additions (including Sunrooms, Covered Porches/Decks/Patios, Attached Garages/Carports)		
Addition Up to 200 gross square feet	\$250.00	
Per 100 gross square feet or fraction thereof above 200 square feet	\$50.00	

Plan Review Fees <u>Additional</u>.

Mechanical, Electrical and Plumbing Permit Fees <u>Additional</u>.

Alterations, Renovations and Repairs to Existing Residential Building	js
0.015 x cost of construction (materials and labor)	\$150.00 minimum
Plan Review Fees Additional	

Plan Review Fees <u>Additional</u>.
 Mechanical, Electrical, and Plumbing Permit Fees Included.

#### Solar PV Systems

0.015 x cost of construction (materials and labor)	\$450.00 minimum
--	------------------

• Plan Review Fees Additional.

Decks	
Up to 200 gross square feet	\$200.00
Per 100 gross square feet or fraction thereof above 200 square feet	\$50.00

Covered decks, enclosed porches and three season rooms shall be priced as an "Addition".

ccessory Buildings and Detached Garages	
Up to 1,500 gross square feet	\$250.00
Per 100 gross square feet or fraction thereof above 1,500 square feet	\$25.00

Mechanical, Electrical, and Plumbing Permit Fees Additional.

Demolition Permit	
Detached Garage / Accessory Structures (1,000 square feet or greater)	\$100.00
Single-Family, Two-Family, or Townhouses	\$150.00 per dwelling

Manufactured Homes (HUD Certified)	
Manufactured home up to 2,500 gross square feet	\$595.00

• Utility Connections, Decks, Porches, Garages, or Other Attachments Additional.

Swimming Pools/Spas	
Spa or Hot Tub	\$200.00
Above-ground Pool	\$250.00

In-ground Pool	 \$450.00

• Electrical Permit & Barrier/Guard Permit Fees Included. Mechanical Permit Fees Additional. (if applicable)

Miscellaneous Construction (Retaining Walls, Fences, Etc.)	
0.02 x total cost of construction (materials & labor)	\$125.00 minimum

#### **<u>RESIDENTIAL</u> ELECTRICAL PERMIT FEE SCHEDULE (supplemental)**

Rough Wiring	
Up to 100 devices	\$75.00
Each additional 20 devices	\$25.00

Final Wiring	
Up to 100 devices	\$75.00
Each additional 20 devices	\$25.00

Services, Panelboards, Feeders	
Up to 400 amps	\$150.00 per device
Generators	\$250.00 per unit

#### **RESIDENTIAL PLUMBING AND MECHANICAL PERMIT FEE SCHEDULE (supplemental)**

Rough and Final Plumbing Per Bathroom	\$150.00
Individual Fixtures (Outside of Bathrooms)	\$25.00

Residential Fire Protection System	\$200.00 per system	

Heating and Air Conditioning	
Indoor or Outdoor	\$75.00
Combination indoor appliance and outdoor appliance	\$125.00
Water Heater	\$75.00

#### **<u>RESIDENTIAL</u> PA UCC PLAN REVIEW FEE SCHEDULE (supplemental)**

New Construction, Additions, Alterations, Renovations, Repairs, and Miscellaneous Construction	
\$10.00 per 100 gross square feet or fraction thereof	\$150.00 minimum
- Indudes Ruilding Machanical Electrical Division and Energy	

<u>Includes</u> Building, Mechanical, Electrical, Plumbing, and Energy

Re-Inspections, Site Visits, Meetings, Conference Calls, Floodplain Reviews, etc.	
Each Re-inspection (minimum of 1 hour)	\$100.00/hour

#### B. Commercial/ Non-Residential Building Permit

## Commercial/NON-RESIDENTIAL PA UCC PERMIT FEE SCHEDULE

- (All Structures other than One- and Two-Family Dwellings and Townhouses less than 3 stories)
- A Town Administration Fee of (20%) shall be added to the total permit and plan review fees.
- Work performed without approved permits will be assessed at double of the normal permit fee rate.

# New Construction, Additions, Alterations, Repairs & Accessory Structures (projects involving any building) 0.015 x cost of construction for first \$1,000,000 (and 0.01 x cost of construction for remaining value) \$400.00 minimum

Plan Review Fees Additional.

• Includes Building, Accessibility, Mechanical, Electrical, Plumbing, Energy, Fire Suppression.

#### **Demolition Permit**

Demondon Fernit	
Buildings/ accessory structures up to 5,000 gross square feet	\$250.00
Per 100 gross square feet or fraction thereof above 5,000 square feet	\$25.00

#### Miscellaneous Construction Projects (projects not involving any building)

Signs, Fences, Retaining Walls, Parking lots, Cell Towers, Generators, Racking, Conveyors, Industrial Equipment Only, Mechanical Equipment/RTU Replacement Only, Solar PV Systems, Roof Replacements, Ramps, Pools, etc.

0.015 x cost of construction for the first \$100,000 (and 0.01 x cost of construction \$250.00 minimum for remaining value)

- Plan Review Fees <u>Additional</u>.
- <u>Includes</u> Building, Accessibility, Mechanical, Electrical, Plumbing, Energy, Fire Suppression.

#### Commercial/ NON-RESIDENTIAL PA UCC PLAN REVIEW FEE SCHEDULE (supplemental)

New Construction, Additions, Renovations, Alterations, Repairs, Standalone Miscellaneous Construction	
Projects	
0.005 x cost of construction for first \$1,000,000 (and 0.0025 x cost of	\$350.00 minimun
construction for remaining value)	

Includes Building, Accessibility, Mechanical, Electrical, Plumbing, Energy, Fire Suppression

Re-Inspections, Site Visits, Meetings, Conference Calls, Floodplain Reviews, etc.	
Each Re-inspection (minimum of 1 hour)	\$115.00/hour

- C. Zoning Hearing Board, Conditional Use Application, Code Appeal Application, Floodplain Appeal Application, Other Permits, Residential/ Non- residential- investigations, Inspections and other service requested by the Municipality, BCO Fee, Floodplain Review and Inspections regardless of residential/ nonresidential, Zoning- Certificate of Occupancy, compliance letter, etc.
- 1. Applications to Zoning Hearing Board (Variance, Special Exception, Appeal, Conditional Use Application, Amendments- to text of ordinance, zoning map, submitted as curative amendment)/Code Appeal Application/ Floodplain Appeal Application

Residential and Non-residential.....\$800.00

NOTE: If costs incurred by the Town of Bloomsburg exceed the above referenced fee, additional fees shall be billed to the applicant and must be paid prior to the issuance of a Zoning Permit.

#### 2. Other Permits/ Tenancy

Change of Use (with no new construction)	.\$100.00
Home Occupations	\$100.00
Temporary Structures/Use	.\$100.00

3. For both residential/ non-residential- Investigations, Inspections and Other Services Requested by the Municipality, Building Code Official (BCO) Fee, Floodplain Review and Inspections regardless of residential/ non-residential, any other service request.

.....\$100.00 per hour.

4. Zoning- Certificate of Occupancy, compliance letter, etc...........\$40.00 for the letter plus hourly bill for time.

#### D. Sub-division and Land Development Fee.

#### PURSUANT TO SUBDIVISION AND LAND DEVELOPMENT -

General Administration	
Minor Subdivision	\$300.00 Basic Fee + \$10.00 per lot (5 or fewer lots or dwelling units)
Major Subdivision	\$500.00 Basic Fee + \$10.00 per lot (6 or more lots or dwelling units)
Land Development	\$500.00 Basic Fee + \$10.00 per lot or unit

#### PURSUANT TO SUBDIVISION AND LAND DEVELOPMENT -

<u>Engineering</u>	<u>Per Hour</u>
Principal Engineer	\$137.50
Municipal Authority Engineer	Subject to the Municipal Authority

Legal	
Solicitor	\$175.00

**PURSUANT TO REGULATED RENTAL UNIT LICENSING:** for student housing dwelling units with two or more unrelated occupants, the fee is \$40.00 per occupant.

**PURSUANT TO REGULATED RENTAL UNIT OCCUPANCY ORDINANCE REQUIRING PAYMENT OF A RE-INSPECTION FEE** : The licensing fee includes the initial inspection and one (<u>1</u>) follow up inspection. Any further return to re-inspect the violation corrections not completed within the stated time period, the following charge will apply. Additional required Regulated Rental Unit/ NSR inspections shall be \$40.00/dwelling unit per inspection.

**PURSUANT TO MISSED OR REQUIRED CODE ENFORCEMENT APPOINTMENTS** – the fee is \$40.00 per dwelling unit per missed visit for regulated rental unit inspections/ NSR. All other missed appointments the fee is \$40.00 an occurrence.

### **PURSUANT TO THE INSPECTION AND LICENSING OF NON-STUDENT APARTMENT HOUSES AND RENTAL HOMES** – the following fees will apply:

the Regular License Application fee is \$150.00 plus \$40.00 per dwelling unit; AND

the License Transfer fee and Registration of New Owner fee is \$50.00; AND

the Reinstatement of License after Suspension or Revocation fee is \$50.00; AND

The licensing fee includes the initial inspection and one (<u>1</u>) follow up inspection. Any further return to re-inspect the violation corrections not completed within the stated time period, the missed appointment fee will be applied

PURSUANT TO SOLICITATION PERMITS: the fee is \$100.00 (plus \$50.00 refundable deposit).

PURSUANT TO ONLINE PAYMENTS, the convenience fee will be 2.45% assessed on all transactions.

**PURSUANT TO FOOD TRUCK/VENDOR FEES:** the annual fee is \$350.00, one food truck/vendor daily fee is \$25.00, one food truck/vendor weekly fee is \$50, one food truck/vendor monthly fee is \$100 and up to 3 food truck/vendors per day is \$60.00.

**PURSUANT TO PAPER ALLEY FEES**: the non-refundable fee is \$300 when submitting the checklist materials for the petition to vacation a paper alley. An escrow account will also be set up in the amount of \$2,500 to cover all legal and advertising costs of the paper alley. If the costs exceed that initial escrow amount, the costs will be invoiced to the applicant.

#### POLICE:

**PURSUANT TO DUMPSTER PERMITS – ORDINANCE NO. 862:** when a dumpster is placed on any public street or right-of way, prior to placement, the permit fee will be \$50.00 per week. If placed before permission is granted, the fee will be \$100.00.

**PURSUANT TO OUTDOOR SOCIAL GATHERINGS – ORDINANCE NO. 928:** the fee to accompany a permit application is \$35.00; the cash bond to cover the projected costs for police response to the premises where the regulated social gathering is to be held is \$500.00; and the cash bond to cover the cost of cleaning up the premises if the cleanup is not completed by 10:00am on the day following the regulated social gathering is \$500.00.

PURSUANT TO ROAD CLOSINGS, the fee will be \$25.00 per day and \$35.00 per week.

**PURSUANT TO PARADES,** the fee will be \$25 for Town streets and \$50 for State Routes.

PURSUANT TO RENTAL OF PARKING SPACE, the fee will be \$15.00 per day.

PURSUANT TO ONLINE PAYMENTS, the convenience fee will be \$5.00.

PURSUANT TO OFFENSE/INCIDENT REPORTS, the fee will be \$25.00.

PURSUANT TO ACCIDENT REPORTS, the fee will be \$15.00.

PURSUANT TO CRIMINAL HISTORY REPORTS, the fee will be \$15.00.

**PURSUANT TO REMOVAL AND IMPOUNDMENT OF ILLEGALLY PARKED VEHICLES – ORDINANCE NO. 785:** the charge for the storage of vehicles at the Town's impoundment facility will be \$10.00 per day.

PURSUANT TO THE RELEASE OF AN ILLEGALLY-PARKED IMMOBILIZED VEHICLE (PARKING BOOT) – ORDINANCE NO. 785: the processing fee shall be \$150.00.

**PURSUANT TO THE ISSUANCE OF RESIDENT PERMIT PARKING DECALS – ORDINANCE NO. 920:** the annual nonrefundable fee for the owner or such owner's lawfully authorized designee of each residential dwelling unit shall be \$10.00 each at a maximum of two (2).

**PURSUANT TO THE ISSUANCE OF GUEST PERMIT PARKING DECALS – ORDINANCE NO. 920:** the annual nonrefundable fee for the owner or such owner's lawfully authorized designee of each residential dwelling unit shall be \$20.00 at a maximum of one (1).

**PURSUANT TO THE ISSUANCE OF TEMPORARY RESIDENTIAL PARKING PERMITS**, the fee will be \$5.00 per permit.

**PURSUANT TO PURCHASE OF PERMIT PLACARDS FOR UNMETERED PARKING ZONES – ORDINANCE NO. 940:** the six month fee for permit placards for unmetered parking zones shall be as follows: ZONE B: Lightstreet Road/ North Street (\$150.00 per permit); ZONE C: Triangle Lot (\$210 per permit); ZONE D: East Lot (\$210); ZONE E: Pine Avenue Lot (\$210 per permit); ZONE F: Employee Lot (\$150 per permit); ZONE G: Library Lot (\$210 per permit); ZONE H: North Market Street (excluding Market Square) (\$175 per permit); ZONE I: West Lot (\$175); ZONE J: Hoppes Lot (\$100).

PURSUANT TO HANDICAPPED PARKING SPACES: the application fee will be \$50.00.

**PURSUANT TO PAID PARKING:** the fee on Main Street from Jefferson Street to East Street, including Market Square, shall be seventy-five (75) cents for sixty (60) minutes. The fee on E. Second Street from Penn Street to Oak Street, shall be one dollar (1.00) for (30) minutes. All other paid parking fees are according to the legend on the meter or as indicated on the mobile application.

PURSUANT TO THE PROCEDURE FOR HEARINGS RELATED TO APPLICATIONS FOR THE TRANSFER OF LIQUOR LICENSES AND ECONOMIC DEVELOPMENT LICENSES – ORDINANCE NO. 845: the fee for such applications is \$600.00

PURSUANT TO BYOB ESTABLISHMENTS – ORDINANCE NO. 855: an annual application fee shall be \$25.00.

**PURSUANT TO ANTIQUE DEALERS AND SECOND-HAND GOODS DEALER LICENSE – ORDINANCE NO. 888:** an annual application fee shall be \$25.00.

**PURSUANT TO ACCIDENT DIAGRAM/RECONSTRUCTION REPORTS**: the fee will be \$15.00 plus actual cost of diagram.

PURSUANT TO PHOTOS (12 EXPOSURES): the fee will be \$25.00.

PURSUANT TO ELECTRONIC MEDIA: the fee will be \$80.00.

PURSUANT TO BONFIRE PERMITS: the fee will be \$25.00.

PURSUANT TO REQUESTS FOR REGULATORY SIGNS FOR PRIVATE USES: the fee will be \$50.00.

**PURSUANT TO EVENT PERMITS-** the fee will be \$75 per day, an additional \$25 added for each service: barricades, trash cans, parking restrictions and fire police. The fee will be \$500 per day for Town Park events (5 or more vendors) and trash cans are included in this fee. If the fee is paid under event permits, the food truck vendor fee under **PURSUANT TO FOOD TRUCK/VENDOR FEES** will be waived for all designated event areas.

**PURSUANT TO RUN/WALK EVENTS:** the fee will be \$25.00.

PURSUANT TO FIREWORK PERMITS: the fee will be \$50.00.

#### **RECYCLING:**

**PURSUANT TO RECYCLING FEE – ORDINANCE NO. 823:** annual fee per unit shall be \$66.00. This unit rate is effective May 1<sup>st</sup> through July 14<sup>th</sup>. Payment made after July 14<sup>th</sup> shall be payable at \$78.00 per unit. Accounts sent into collection will be assessed an additional penalty fee and will be payable at \$90.00 per unit.

#### **PURSUANT TO PAPER SHREDDING –** the following fees will apply:

Under 500 lbs. \$60.00 501-1000 lbs. \$85.00 1001-1500 lbs. \$160.00 1501-2000 lbs. \$175.00 Over 2000 lbs. Base fee of \$175.00 + \$60.00 for next 500 lbs. + \$85.00 for 2500-3000 lbs. + \$160.00 for 3001-3500 lbs. + \$175.00 for 3501-4000 lbs.

**PURSUANT TO COMMERCIAL RECYCLING COLLECTION:** The following commercial recycling collection service fees apply to businesses that request collection services with the Town of Bloomsburg Recycling Department subject to approval of the Recycling Coordinator. Fees will be \$82.50 per month (weekly collection) or \$41.25 per month (every other week collection).

**PURSUANT TO COMPOST FEES-** Non-residents & businesses that desire to drop off or pick up compostable waste shall be charged \$10.00. An annual fee set by the Recycling Coordinator shall be charged to businesses and frequent users of the compost site.

#### **PUBLIC WORKS:**

**PURSUANT TO STREET EXCAVATIONS – ORDINANCE NO. 771:** in the streets and alleys the Permit Fee including inspection is \$200.00 per cut in addition to \$40.00 per square yard degradation fee.

**THAT the** number of square yards used in the computation of fees will be based on the nearest whole square yard figure. Minimum fee to be equal to the rate for 1 square yard; AND

For projects with restoration cost in excess of \$10,000;

THAT: bonding shall be provided for the full amount of the approved cost estimate, per the Ordinance

**THAT:** applicant shall establish and escrow with the Town on the amount of 5% of the approved cost estimate inspections.

**PURSUANT TO TWO DUMPSTER LOCATIONS AVAILABLE IN THE PINE LOT PARKING LOT:** the fee shall be \$35 monthly for one dumpster location.

#### AIRPORT:

**PURSUANT TO RENTAL OF AIRPORT TERMINAL BUILDING CONFERENCE ROOM:** the fee for half a day (less than 4 hours) shall be \$50.00 and \$100.00 for a full day (more than 4 hours).

**PURSUANT TO EVENTS AT THE MUNICIPAL AIRPORT:** the fee to hold an event on the grounds of the Municipal Airport is \$350.

**PURSUANT TO TIE DOWN FEES FOR TRANSIENT TWIN PISTON/ LARGE SINGLE PISTON AT THE MUNICIPAL AIRPORT:** the fee is \$15 per day and the overnight fee is \$20 per night. Twins may purchase a minimum of 30 gallons of fuel for a \$15 per day waiver. There will be no landing fees for general aviation.

**PURSUANT TO TIE DOWN FEES FOR TRANSIENT TURBO ENGINES AT THE MUNICIPAL AIRPORT:** The fee is \$30 per day and the overnight fee is \$60 per night. There will be no landing fees for general aviation.

#### PURSUANT TO TIE DOWN FEES FOR HELICOPTERS AT THE MUNICIPAL AIRPORT:

The fee is \$15 per day and the overnight fee is \$20 per night. Helicopters may purchase a minimum of 30 gallons of fuel for a \$15 per day waiver. There will be no landing fees for general aviation.

**PURSUANT TO HANGAR FEES**: the monthly fee to have an airplane stored in a hangar is \$175.00.

**PURSUANT TO EAST RIVER HANGAR FEE**: the monthly fee is \$400.00 for **ONE** twin engine plane.

**PURSUANT TO EAST RIVER HANGAR FEE**: the monthly fee is \$350.00 for **TWO** single engine planes occupying the hangar at the same time. Note: \$175.00 per single engine plane. Does not have to be same owner.

**PURSUANT TO EAST RIVER HANGAR FEE**: the monthly fee is \$370.00 for **ONE** single engine in the East River Hangar.

**PURSUANT TO TIE DOWN FEES FOR NON-TRANSIENTS AT THE MUNICIPAL AIRPORT**: the monthly fee is \$70.00

PURSUANT TO A HELICOPTER APPLICATOR USING N13 FACILITY: the fee will be \$600.00 per year.

**PURSUANT TO A SMALL STORAGE FEE IN THE SOUTH WEST CORNER OF THE T- HANGAR:** the monthly fee is \$70.00.

**PURSUANT TO AVIATION FUEL**: the fee will be set at \$0.60 per gallon increase from purchase price. Once the new tank is installed the fee will be set at \$.75- \$5.00 per gallon over the cost from purchase price.

**PURSUANT TO A SMALL STORAGE FEE IN THE SOUTHEAST CORNER OF THE HOCK HANGAR:** the monthly fee is \$165.00.

#### **ADMINISTRATION:**

PURSUANT TO RETURNED CHECKS, the fee will be \$35.00 per check.

PURSUANT TO MILEAGE, per the current IRS rate.

**PURSUANT TO RENTAL OF COUNCIL CHAMBERS:** the fee to rent Council Chambers shall be \$50 per day.

**PURSUANT TO PLOT FEES FOR THE BLOOMSBURG COMMUNITY GARDEN:** the fee to utilize a garden plot each year will be \$15.00 for a small plot (10'x12'), \$20.00 for a medium plot (12'x20'), \$25.00 for a large plot (20'x24'), and \$40.00 for an extra-large plot (20'x48').

**PURSUANT TO OUTSTANDING RECEIVABLES/ INVOICES:** the fee will be invoiced per service amount/ damage amount. After 30 days of sent fee, and the fee remains in the outstanding phase, the account will be sent into collection and assessed an additional penalty fee set by the third party.

**PURSUANT TO PAVILION RESERVATIONS AT THE TOWN PARK:** the fee for not cleaning up garbage after a pavilion reservation shall be \$200.

#### SWIMMING POOL:

**PURSUANT TO POOL PASS RATES**: the fee for an individual pass will be \$95, 2 people will be \$185, 3 people will be \$270, 4 people will be \$350, 5 people will be \$425, 6 people will be \$495, 7 people will be \$560 and 8 people will be \$620, 9 people would be \$675, and 10 people would be \$725.

**PURSUANT TO ADMISSION PASS RATES:** the admission fee will be \$7.00 and after 5 p.m. will be \$3.00.

#### PURSUANT TO WEEK GROUP CARE: the below rates will be set after 1 p.m.

\$500	1-2 Adults	5-8 Children
\$750	3-4 Adults	9-14 Children
\$1,000	5-8 Adults	15-22 Children
\$2,000	8-10 Adults	23-90 Children

#### PURSUANT TO DAILY GROUP: the below rates will be set after 1 p.m.

\$35	1-2 Adults	5-8 Children
\$70	3-4 Adults	9-14 Children
\$120	5-8 Adults	15-22 Children
\$300	8-10 Adults	23-90 Children

#### PURSUANT TO POOL PARTIES: Standard Rental Fee (2 hours): \$275

- A \$50 deposit is required to secure the reservation.
- The remaining \$225 is due at the start of the event.

#### Optional Rain Date Hold:

- If a citizen wishes to reserve a rain date at the time of the initial deposit, an additional \$50 fee will apply.
- This \$50 rain date fee is non-refundable and does not contribute toward the total rental cost.
- Total due at time of deposit with rain date hold: \$100
- Remaining \$225 still due at the start of the event.

**PURSUANT TO RE-PRINTING OF A PASS:** the rate for each additional pass that needs to be re-printed will be \$5.00.

**PURSUANT TO LANYARD RATES:** the fee for a lanyard will be set at \$2.00.

**PURSUANT TO DIAPER RATES:** the fee for a diaper will be \$2.00.

**PURSUANT TO CONCESSION STAND RATE:** The fee will be \$300 per month and pro-rated based on the number of days in operation.

**PURSUANT TO POOL USAGE RATE**: The fee of \$30 per hour for Bay/ YMCA Water Safety class.

TAX COLLECTION:

PURSUANT TO TAX COLLECTOR PROVIDING INFORMATION RELATING TO TAX CERTIFICATIONS AND DUPLICATE BILLINGS – ORDINANCE NO. 832: the fee will be \$10.00 per bill.

THE BLOOMSBURG TOWN COUNCIL hereby enacts this resolution this 9<sup>th</sup> day of June 2025.

ATTEST:

JUSTIN C. HUMMEL, MAYOR

LISA M. DOOLEY, TOWN MANAGER/SECRETARY

-SEAL-

#### Governing Bodies' Authorizing Resolution 06.09.2025.02

Town of Bloomsburg

Resolution Number: 06.09.2025.02

WHEREAS THE Town of Bloomsburg will be undertaking a project under the Strategic Management Planning Program to seek a consultant and identify the top priorities of the Town.

AND

WHEREAS THE Town of Bloomsburg wishes to participate in said project.

AND WHEREAS THE Pennsylvania Department of Community & Economic Development makes available grants-in-aid to such project through the Strategic Management Planning Program,

NOW THEREFORE, BE IT RESOLVED that the Town of Bloomsburg of Columbia County hereby authorizes the Town of Bloomsburg to make application for such a grant on our behalf.

AND BE IT FURTHER RESOLVED that the Town of Bloomsburg of Columbia County hereby allocates local resources in the amount of

SELECT:

\$220,000 total project with DCED contribution of \$200,000 and the Town local share of \$20,000

\$400,000 total project with DCED contribution of \$200,000 and the Town local share of \$200,000

to said project.

ADOPTED by the Town of Bloomsburg Council, of the County of Columbia, the Commonwealth of Pennsylvania, this 9th day of June, 2025.

Justin C. Hummel, Mayor

ATTEST: \_\_\_\_\_

Lisa M. Dooley, Secretary

Point of Contact:Lisa Dooley- Town ManagerE-mail:Idooley@bloomsburgpa.orgBest contact number:570-784-7123 Ext. 123

#### **RESOLUTION NO. 06.09.2025.03**

### RESOLUTION OF THE TOWN OF BLOOMSBURG AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWN AND SERVICE ELECTRIC CABLEVISION, INC.

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any future amendments thereto (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Town is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the Town's jurisdiction; and

WHEREAS, Service Electric currently holds a cable franchise from the Town dated June 1, 2015; and

WHEREAS, Service Electric has requested that the Town renew Service Electric's franchises to maintain, construct, operate, and upgrade its cable system over, under and along the aforesaid rights-of-ways for use by the Town's residents; and

WHEREAS, the aforesaid rights-of-way used by Service Electric are public properties acquired and maintained by the Town on behalf of the citizens of the Town, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Town desires to protect and manage the aforesaid rightsof-way, establish standards of customer service, maintain a technologically advanced cable system, receive franchise fees for Service Electric's use of the Town's rights-of-ways as provided by federal law, reserve the use of an educational and governmental channel, establish certain reporting requirements, reserve certain services and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Town has determined that Service Electric has the financial, legal, and technical ability to provide cable services to subscribers located in the Town; and

WHEREAS, the Town, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing a franchise with Service Electric according to the terms and conditions contained in the Cable Franchise Agreement ("Agreement"), and that the process for consideration of these documents complies with all applicable federal, state and local laws and regulations.

## NOW THEREFORE, BE IT RESOLVED THAT

### **SECTION 1:** Grant of Franchise

The Town Council does hereby approve the Agreement negotiated with Service Electric, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement. A copy of the Agreement is attached hereto as Exhibit A.

### SECTION 2: Repealer

All resolutions inconsistent with the attached Cable Franchise Agreement by and between the Town of Bloomsburg and Service Electric Cablevision, Inc., are hereby repealed.

### **SECTION 3: Severability**

If any section, subsection, sentence, clause, phrase or word of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not render this Resolution invalid.

### **SECTION 4: Effective Date**

This Resolution shall become effective as provided by law.

**RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

TOWN OF BLOOMSBURG:

#### TOWN OF BLOOMSBURG COLUMBIA COUNTY, PENNSYLVANIA

#### RESOLUTION NO. \_06.092025.04\_\_\_

# A RESOLUTION ESTABLISHING A SCHEDULE OF ATTORNEY FEES WHEN AUTHORIZED BY LAW OR BY ORDER OF COURT

WHEREAS, Town of Bloomsburg may collect attorney fees arising from the collection of delinquent accounts including, but not limited to, municipal claims, municipal liens, taxes, tax claims, and tax liens, as set forth at 53 P.S. §7106; and,

WHEREAS, the collection of attorney fees may be authorized by other statutes or by Order of Court.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Town Council of the Town of Bloomsburg as follows:

- 1. The schedule of attorney fees for all work performed by attorneys to collect outstanding debts on behalf of Town of Bloomsburg, as set forth at 53 P.S. §7106, or when the payment of attorney fees is otherwise authorized by statute or by Order of Court, shall be as follows:
  - A. General legal services:

Attorney \$195.00 per hour

Paralegal 97.50 per hour

B. Legal services involving litigation and the collection of debts:

Attorney \$250.00 per hour

Paralegal 125.00 per hour

2. Expenses incurred in the collection of outstanding debts may also be added to the total amount due when attorney fees are established by statute.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF BLOOMSBURG

BY: JUSTIN HUMMEL, MAYOR

ATTEST:

LISA DOOLEY, MANAGER

(SEAL)



Barry A. Lewis D. Robert Davidson Retired: Cleveland C. Hummel (1936-2024) C. Cleveland Hummel John A. Mihalik (1946-2023)

May 2, 2025

Town of Bloomsburg Attention: Town Council 301 East Second Street Bloomsburg, PA 17815

RE: Representation of Town of Bloomsburg

Dear Town Council:

Thank you for selecting our office to represent the Town of Bloomsburg. Under the rules of conduct that apply to attorneys, we are required to enter into a written agreement with you that sets forth the terms of our representation.

Fees are based on a billing rate of \$195.00 per hour for attorneys and \$97.50 per hour for paralegals for routine work, such as document preparation and attendance at meetings. Litigation related services are billed at \$250.00 per hour for attorneys and \$125.00 per hour for paralegals.

Certain matters will be billed at a flat fee or minimum charge in accordance with a schedule that is available to you upon request. We reserve the right to withdraw as counsel because of non-payment of outstanding balances that are past due for more than sixty days or exceed \$1,000.00. If you should decide to take your case to another attorney, we will release your file at the time our final bill is paid in full.

You will be expected to either reimburse costs that we incur or pre-pay them at our discretion. Costs include, but are not limited to, the following: Filing fees. mail and overnight delivery charges, service fees, copying charges, witness fees, transcript fees, long-distance telephone charges, travel mileage, and the fees for investigators, appraisers, accountants, expert witnesses, or other consultants. We will consult with you before we retain the services of consultants or investigators.

Town of Bloomsburg Page Two May 2, 2025

If you are in agreement with these terms, please return a signed copy of this letter to my office and keep a copy for your records.

We look forward to representing you. If you have any questions, please give me a call.

Very truly yours, L/ D. Robert Davidson

DRD/ckm

SENT VIA EMAIL TRANSMISSION

### I have read and fully understand this Agreement.

TOWN OF BLOOMSBURG:

DATE: \_\_\_\_\_, 2025

BY: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Bloomsburg Police Depa	artment		
May 2025 - Council Report			
	2024	2025	
Calls Station Log Book	504	560	
Calls 911 Center	629	676	
Investigated Collisions	33	23	
Reportable Collisions	5	5	
Non-Reportable Collisions	8	2	
Traffic Citations (TRACS)		24	
Non-Traffic Citations (TRACS)	12	18	
Traffic Citations (VA & TRACS)	228		
Warnings (TRACS)		17	
Criminal Arrests	17	17	
Offense Reports (No longer includes parking for 2025)	230	74	
Warrants Contacted	87	1	
Warrants Fulfilled	62	25	
OTHER DEPARTMENTAL REVENUE			
Accidents/Incidents/Record Checks	\$190.00	\$30.00	
Dumpster	\$1,250.00	\$100.00	
Street Closing	\$0.00	\$25.00	
Secondhand Goods Permits	\$0.00	\$0.00	
BYOB Permits	\$0.00	\$0.00	
Event Permits	\$325.00	\$150.00	
Bonfire Permits		\$0.00	
Electronic Media		\$0.00	
TOTAL	\$1,765.00	\$305.00	

Al participant

Chief Michael Fosse \_ Date: 06/02/2025

Page 1 of 2

Bloomsburg Police Department					
	May 2025 - Officer's Report				
Title	Name	Criminal Arrests	Traffic Arrests	Non-Traffic Arrests	Warnings
Chief	Price	0	0	0	0
Chief	Fosse	0	0	0	0
Sgts.	Carl	0	0	0	0
	Bowman	0	5	1	1
<b>Police Offic</b>	cers:				
	Cromley	1	0	1	0
-	Hill	0	0	0	0
	Beck	1	0	0	0
	Auchter	1	2	5	0
, . <b></b>	Szkodny	0	0	0	0
	Pfeiffer	0	0	0	0
	Edgar	1	0	1	0
	Dombrosky	1	2	3	3
	Reinford	4	1	0	0
	Stiver	3	7	4	7
	Fitzwater	3	2	0	1
	Lingousky	1	4	2	2
	Shampanore	1	1	1	3
Part Time	Deitterick	0	0	0	0
TOTALS:		17	24	18	17

Row Labels	Count of Call Description
911 Hang Up	33
Abandoned vehicle	3
Act 64	1
Animal Complaint	17
Assault	5
Assist other Agency	14
Audible Alarm	1
Break in	4
Burglar Alarm	5
Burning Complaint	2
Child Abuse	2
Child Services	1
Civil Issue	3
CO2 Alarm	1
Criminal Mischief	2
Custody Issue	1
Delivery Disabled Vabiala	1 7
Disabled Vehicle	27
Disturbance Domestic	27
Driving Complaint	10
Dumping Complaint	10
Fake ID	- 1
Fall Victim	1
Fight	2
Fire Alarm	10
Flood Concerns	1
Fraud	4
Gas Leak	1
Harassment	18
Holdup Alarm	1
Landlord/Tenant issue	2
Lost/Found Property	17
Loud Noise Complaint	14
Medical Alarm	1
Medical Issue	2
Mental Health Issue	6
Missing person	5
MVA	23
Panic Alarm	1
Parking	15 103
Past Incident	103
Patient Elopement	3
PFA Questions PFA Violation	э 5
	3
Property Damage	3

Public Assist	13
Retail Theft	2
Road Closure	9
Scam	7
Signal 9 Threats	3
Solicitation	1
Subpoena Service	2
Suspicious Activity	62
Theft	11
Threats	4
Traffic Concern	5
Traffic Control	1
Traffic Signal Malfunction	1
Trespassing	2
Trespassing	1
Unattended Juvenile	4
Unwanted Person	1
Vandalism	1
Vehicle Repossession	5
Wanted Person	4
Warning Card	1
Water Main Break	1
Welfare Check	16
(blank)	
Grand Total	55 <b>9</b>


Bloomsburg Police Department - Parking	- Parking	
April 2025 Council Report	t	
	2024	2025
Parking Tickets Issued	1,365	1,133
Parking Traffic Citations Issued	124	157
Parking Warrants Contacted	64	73
Parking Warrants Fulfilled	60	76
Parking Revenue		
Parking Tickets	\$28,920.55	\$25,868.21
Residential Permits	\$250.00	\$280.00
Zone Permits	\$194.00	\$334.00
Meter Rental	\$30.00	\$90.00
Boot Removal Fee	\$750.00	\$1,200.00
TOTAL	\$30,144.55	\$27,772.21

r

. .

	Me	Meter & App Revenue - April 2025	nue - April 20	125		
		2024	2025	2025	2025	2025
<b>Collection Area</b>			App Gross	Fees	App Net Total	Meters
1850 Downtown			\$15,190.75 (\$3,753.35)	(\$3,753.35)	\$11,437.40	\$9,990.14
1851 E. 2nd Street			\$13,131.39	\$13,131.39 (\$1,832.50)	\$11,298.89	\$361.14
Total Meters		\$8,541.76	\$28,322.14	-\$5,585.85	\$22,736.29	\$10,351.28
Total App Payments		\$17,915.00				
	Total Meters & App	\$26,456.76			Total Meters & App	\$33,087.57

)a-(e

<u>A</u>

Chief Michael Fosse:\_\_\_

# **Permit Report**

Permit #	Parcel Address	Permit Type
2025074	702 E SECOND ST	Building
2025075	250 E FIRST ST	Zoning
2025007	284 FORT MCCLURE BLVD	Floodplain Development
2025077	1100 MARKET ST	Building
2025079	833 COLUMBIA BLVD	Building
2025081	1080 MARKET ST	Zoning
2025082	107 E TENTH ST	Building

10-1

Case # Assigned To	Owner Name	Main Status	Description	Parcel Address	Case Date
190049 Kyle Bauman	FEATHERMAN BRADLEY & CHRISTINE	Citation Issued	Exterior Conditions - Several Citations Issued.	571 W THIRD ST	10/22/2019
210223 Kyle Bauman	HP & AK LLC	Citation Issued	Roof Damage & Weeds (Condemned)	516518 OLD BERWICK RD	7/12/2021
220089 Kyle Bauman	MALIA SHANE P	Citation Issued	Interior conditions (Units 2, 3, 4, 5 & 6 condemned)	208 W FIRST ST	4/11/2022
230264 Kyle Bauman	ANDES BRIAN B & JODELL M	Citation Issued	Unlicensed Rental (Pending Adjudication)	639 W PINE AVE	8/30/2023
240107 Kyle Bauman	BOONE STEPHEN D DARIAN S JOHNSON	Citation Issued	Exterior Conditions (Pending Adjudication)	119 WEST ST	4/10/2024
240211 Kyle Bauman	GOSCIMINSKI RONALD W & JERI G C/O PAM MORENO	Citation Issued	Condemnation	598 W MAIN ST	5/29/2024
250111 Kyle Bauman	COLUMBIA COUNTY AGRICULTURAL HORTICULTURAL & MECHANICAL ASSOC	Citation Issued	Unlicensed Vehicle (Pending Adjudication)	974 W MAIN ST	4/9/2025
250124 Kyle Bauman	NARN BLOOMSBURG LLC	Citation Issued	Grass & Weeds (Pending Adjudication)	S01503 E FOURTH ST	4/29/2025
250146 Kyle Bauman	SIMMONS TRENT L	Citation Issued	Grass & Weeds (Pending Adjudication)	5254 MILLVILLE RD	5/2/2025
200510 Kyle Bauman	Heather LEE	NOV Issued	Condemnation	136 E THIRD ST	12/28/2020
210410 Kyle Bauman	DEMELEI VINCENT J	NOV Issued	Condemned - VACANT	239241 W FIRST ST	11/19/2021
230134 Kyle Bauman	CARL JIMMY L & SARAH M	NOV Issued	Vacant/Condemnation	215 MILLVILLE RD	5/9/2023
240110 Kyle Bauman	DIFEBO JAMES A	NOV Issued	Grass & Weeds	643 OLD BWK RD	4/16/2024
240120 Kyle Bauman	MABA Holdings LLC	NOV Issued	Exterior Conditions	681 PARK ST	4/17/2024
240238 Kyle Bauman	GEORGE and DENISE CAMERON	NOV Issued	Zoning Permit Required	594 W MAIN ST	6/28/2024
240244 Kyle Bauman	BEAGLE SHARON	NOV Issued	Exterior Conditions	226 W ANTHONY AVE	7/2/2024
240245 Kyle Bauman	BEAGLE DON A	NOV Issued	Exterior Conditions	228 W ANTHONY AVE	7/2/2024
240327 Kyle Bauman	TERRA LOUIS & DONNA L	NOV Issued	Junk Vehicles	602 EAST ST	8/13/2024
240374 Kyle Bauman	GIARDIELLO MICHAEL R	NOV Issued	Exterior Step Replacement	280 OAK LN	9/5/2024
240408 Kyle Bauman	ZHANG DONG	NOV Issued	Remodeling	339343 CATHERINE ST	9/24/2024
240469 Kyle Bauman	HO DAT N	NOV Issued	Vacant/Remodeling	179181 RAILROAD ST	11/4/2024
240483 Kyle Bauman	DEMELFI VINCENT J	NOV Issued	Compliance Engine Request	100102 W MAIN ST	11/6/2024
250032 Kyle Bauman	FRANDINO REAL ESTATE CO	NOV Issued	Rental License Transfer	211 W MAIN ST	1/29/2025
250099 Kyle Bauman	TERRA LOUIS & DONNA L	NOV Issued	Roof leak	602 EAST ST	4/2/2025
250117 Kyle Bauman	Thomas Zapotocky	NOV Issued	Unlicensed Rental	225227 E SIXTH ST	4/14/2025
250126 Kyle Bauman	MOVEMENT AND IMPROVEMENT UPLIFT FOUNDATION INC	NOV Issued	Grass, Weeds & delipidated Structures	453 E THIRD ST	4/29/2025
250127 Kyle Bauman	MOUREY KEITH A	NOV Issued	Grass & Weeds	423 E FOURTH ST	4/29/2025
250130 Kyle Bauman	SABISCH ANDREW T & CHARLENE A	NOV Issued	Grass & Weeds	560562 W MAIN ST	4/29/2025
250138 Kyle Bauman	LIN MU CHANG & ETAL	NOV Issued	Grass & Weeds	516518 EAST ST	4/30/2025
250147 Kyle Bauman	382-394 LIGHTSTREET REALTY LLC	NOV Issued		382394 LIGHTSTREET RD	5/6/2025
250148 Kyle Bauman	MVRN ONE LLC	NOV Issued	Prohibited Furniture	252254 E FIFTH ST	5/6/2025
250160 Kyle Bauman	EHRENZELLER MORGAN S	NOV Issued	Grass & Weeds	224 W ANTHONY AVE	5/8/2025
250175 Kyle Bauman	TLREHRIG LLC	NOV Issued	Rental License Required	26 MILLVILLE RD	5/15/2025
250181 Kyle Bauman	KEYSTONE AUTOMOTIVE OPERATIONS INC ATTN: REAL ESTATE DEPT	NOV Issued	Grass & Weeds	519 EAST ST	5/23/2025
250184 Kyle Bauman	SHOEMAN WALTER R & BONNIE K J	NOV Issued	Garbage & Rubbish	921 OLD BERWICK RD	5/28/2025
230062 Kyle Bauman	LEININGER L ROBERT	Open	Condemnation - Vacant Building	222224 W EIGHTH ST	3/16/2023
250151 Kyle Bauman	U2 LLC	Open	Grass & Weeds	327 E SECOND ST	5/6/2025
250167 Kyle Bauman	WYATT MASON	Open	Construction Site	105 FRANKLIN AVE	5/9/2025
250182 Kyle Bauman	KALETA MICHAEL R JR	Open	Prohibited Furniture	329 E FOURTH ST	5/27/2025

12-2

Case # Assigned To	Owner Name	Main Status	Description	Parcel Address	Case Date
			Condemned by Officer Bauman on other case. (Plan of action completion 6-1-21 deadline) Dilapidated structure (2 citations	S	
200466 Michael Reffeor	DEMELFI VINCENT J	Citation Issued	issued)	239241 W FIRST ST	11/5/2020
210215 Michael Reffeor	PENMAN JANINE	Citation Issued	Siding, weeds, rubbish	161 E FIFTH ST	7/1/2021
220227 Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Citation Issued	Condemned - Unfit for occupancy	217 SUMMIT AVE	7/19/2022
220415 Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Citation Issued	Garbage and pets	217 SUMMIT AVE	12/13/2022
230029 Michael Reffeor	EHRENZELLER MORGAN	Citation Issued	Abandoned structure - exterior issues	316 WALLER AVE	2/7/2023
230054 Michael Reffeor	MITCHELL AUDRA I JUSTIN J HARTMAN	Citation Issued	Deck, weeds, rubbish	106 WEST ST	3/2/2023
200482 Michael Reffeor	KRANIG RUTH C	NOV Issued	Floodplain violations	516 FORT MCCLURE BLVD	12/11/2020
210078 Michael Reffeor	BERGER, DAVID	NOV Issued	Condemnation/ closing of vacant structure	453 RIDGE AVE	4/16/2021
210347 Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	No rental license	222230 BLACKBERRY AVE	10/7/2021
210391 Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	Condemned - Unfit for human occupancy	222230 BLACKBERRY AVE	10/29/2021
210392 Michael Reffeor	MUELLER KENNETH A	NOV Issued	(Action plan in progress) Dilapidated structure	540542 JEFFERSON ST	11/2/2021
230163 Michael Reffeor	BLOOMSBURG PARKING COMPANY LLC	NOV Issued	Unsafe structure	203209 W MAIN ST	5/16/2023
230226 Michael Reffeor	LENHART RODNEY ALLENJOHN MCINTYRE LENHART	NOV Issued	Stop work: No building permit for deck	472R E EIGHTH ST	7/13/2023
240007 Michael Reffeor	SEABRIDGE THERESA M	NOV Issued	Fire near meter base, electrical issues, possiblehoarding	249 RAILROAD ST	1/8/2024
240050 Michael Reffeor	VADAKIN GARY	NOV Issued	Dogs and cats	164 W FIRST ST	2/6/2024
240051 Michael Reffeor	IDDINGS TAYLOR R	NOV Issued	No UCC permit for commercial conversion to 4 unit apartments	1001 OLD BERWICK RD	2/7/2024
240145 Michael Reffeor	DILLON TIMOTHY P	NOV Issued	Condemned property - roof and floor caving in	52 WASHINGTON AVE	4/20/2024
240406 Michael Reffeor	CENTRAL PA PETROLEUM LLC	NOV Issued	No UCC permit	502 W MAIN ST	9/23/2024
240449 Michael Reffeor	BLOOMSBURG SCHOOLHOUSE LP	NOV Issued	Structural wall issue	50 E FIRST ST	10/23/2024
240484 Michael Reffeor	TELESKY THOMAS & JERRI L	NOV Issued	Barn in rear in poor condition	313 EAST ST	11/6/2024
250069 Michael Reffeor	34 E BROAD STREET LLC	NOV Issued	Retaining wall falling apart	150 W RIDGE AVE	2/26/2025
250142 Michael Reffeor	COLUMBIA955 BB RE LLC	NOV Issued	Unsafe structure	955 COLUMBIA BLVD	4/30/2025
250144 Michael Reffeor		NOV Issued	Compliance Engine - failure to report		5/1/2025
230205 Michael Reffeor	HERCZKU JOAN MARIE	Open	Foul smell in apartment	917 IRON ST	6/21/2023
230234 Michael Reffeor	CENTER STATE PROPERTIES INC	Open	Structural support of porch	303 Glenn Ave	12/5/2023
240105 Michael Reffeor	KNORR EDWARD M & SUSAN KAY	Open	Front porch and exterior deterioration	36 COLUMBIA AVE	4/9/2024
240387 Michael Reffeor	VOUGHT REAL ESTATE LLC	Open	No permits	1130 OLD BERWICK RD	9/12/2024
240525 Michael Reffeor	KUKER INVESTMENTS LLC	Open	5-year sprinkler/fire alarm	150 EYER ST	11/18/2024
240527 Michael Reffeor	SUNSET HOLDING LLC	Open	5-year sprinkler	2 W MAIN ST	11/18/2024
240530 Michael Reffeor	34 E BROAD STREET LLC	Open	Fire alarm	157 W MAIN ST	11/18/2024
250031 Michael Reffeor	MOT EPHRAIM REALTY LLC C/O CHAIM SCHEINBAUM	Open	Leaking sprinkter pipes	211 E FIRST ST	1/29/2025
250050 Michael Reffeor	PETERSEN FRANCYN S	Open	HVAC and duct work issue	595597 W MAIN ST	2/11/2025
250067 Michael Reffeor	KINGSTON JOHN L & CINDY SR	Open	Exterior conditions	420422 WEST ST	2/26/2025
250068 Michael Reffeor	CKI REALTY INC	Open	Shingles blowing off neighboring roof	277 E SEVENTH ST	2/26/2025
250114 Michael Reffeor	INSINGA SANDRA L	Open	No permit	459461 EAST ST	4/10/2025
250169 Michael Reffeor	MAY WILLIAM E & SARAH G	Open	Kitchen fire damage	591593 W MAIN ST	5/12/2025
250183 Michael Reffeor	CHAMBERLAIN SETH E TIANNA L BELLES	Open	Overgrown bushes in alley	326 MARKET ST	5/28/2025
230255 Michael Reffeor	COLUMBIA COUNTY H & A MECH ASSOCIATION	Stop work order	Stop work: No permit	900 W MAIN ST	8/22/2023
Z40U52 MIChael Reffeor	HEYDENREICH RUCHARD F	Stop work order	Permit violation	625 EAST ST	2/12/2024

IC-3

## TOWN OF BLOOMSURG PUBLIC WORKS DEPARTMENT MONTHLY REPORT May 2025

		May		YI	EAR TO DAT	E
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	REGULAR	ОТ	CEMENT	REGULAR	ОТ	CEMENT
BEREAVEMENT TIME	\$ -			\$ 75.22	\$ -	\$ -
HOLIDAY TIME	\$ -			\$ -	\$ -	\$ -
PERSONAL TIME	\$ 249.42			\$ 7,772.71	\$ -	\$ -
SICK TIME	\$ 2,827.72			\$ 8,483.15	\$ -	\$ -
VACATION TIME	\$ 605.82			\$ 3,648.34	\$ -	\$ -
WEEKEND CALL	\$ -			\$ 1,553.39	\$ -	\$ -
COMP TIME	\$ -			\$ -	\$ -	\$ -
AIRPORT	\$ 126.21			\$ 3,861.74	\$-	\$ -
DAYCARE	\$ -			\$ 221.17	\$ -	\$ -
PARK (MOWING, ETC)	\$ 3,234.66			\$ 9,703.97	\$-	\$ -
POLICE STATION	\$ 768.09			\$ 2,304.28	\$ -	\$ -
POOL	\$ -			\$ -	\$ -	\$ -
RECYCLING	\$ -			\$ -	\$ -	\$ -
TOWN HALL	\$ 110.59			\$ 331.76	\$ -	\$ -
TOWN SHED	\$ 1,657.58			\$ 9,621.29	\$ -	\$ -
	\$ -					
BANNERS	\$ -			\$ -	\$ -	\$ -
BARRICADES	\$ -			\$ -	\$ -	\$ -
CHRISTMAS DECORATIONS	\$ -			\$ -	\$ -	\$ -
CINDERTIP-MOVE FILL	\$ -			\$-	\$ -	\$ -
CLEAN RUNS- FLOOD PROJECT	\$ 176.70			\$ 2,842.24	\$ -	\$ -
COMPOST	\$ 3,445.61			\$ 11,696.06	\$ -	\$ -
CUT SHOULDER ON RIVER ROAD	\$ -			\$ 110.59	\$ -	\$ -
FAIR/ FAIR SIGNS	\$ -			\$ 756.34	\$ -	\$ -
FIRES	\$ -			\$ -	\$ -	\$ -
FLOODS	\$ -			\$ -	\$ -	\$ -
FLOWERS - MAIN STREET	\$ -			\$ -	\$ -	\$ -
FOUNTAIN	\$ -			\$ 1,406.55	\$ -	\$ -
GARBAGE/ GARBAGE CANS	\$ 1,342.06			\$ 3,622.31	\$ -	\$ -
LEAF PICKUP	\$ -			\$ -	\$ -	\$ -
LINE PAINTING	\$ -			\$ 4,852.79	\$ -	\$ -
MOW (OTHER THAN PARK)	\$ -			\$ -	\$ -	\$ -
ONE CALLS	\$ 276.46			\$ 608.22	\$ -	\$ -
PARADES	\$ -			\$ -	\$-	\$ -
PARKING LOTS (HOPPES)	\$ -			\$ -	\$ -	\$ -
PARKING METERS	\$ -			\$ -	\$ -	\$ -
PARTY (RAID)	\$ -			\$ 834.39	\$ -	\$ -
PATCH/ POTHOLES/ SEAL	\$ 581.78			\$ 1,745.34	\$ -	\$ -
PAVING	\$ -			\$ -	\$ - \$ -	\$ - \$ -
PLANT TREES	\$ -			\$ 2,694.24	\$ -	\$ -
I DAINI TREES	Ψ			φ 2,094.24	φ -	φ -

## TOWN OF BLOOMSURG PUBLIC WORKS DEPARTMENT MONTHLY REPORT May 2025

	May		YEAR TO DATI		E	
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	REGULAR	ОТ	CEMENT	REGULAR	ОТ	CEMENT
BEREAVEMENT TIME	\$ -			\$ 75.22	\$ -	\$ -
RENAISSANCE	\$ -			\$ 6,930.07	\$-	\$ -
SEWER/ SEWER LATERAL	\$ -			\$ 3,240.27	\$-	\$ -
SIDEWALKS	\$ 405.08			\$ 1,215.24	\$-	\$ -
SIGNS	\$ 3,071.77			\$ 9,215.30	\$-	\$ -
STORM CLEAN UP	\$ 4,119.34			\$ 18,106.49	\$-	\$ -
STORM SEWER/ STORM WATER	\$ 599.81			\$ 1,799.43	\$-	\$ -
STREET LIGHT	\$ 276.46			\$ 718.81	\$-	\$ -
SUPERVISON	\$ 7,185.25			\$ 20,799.42	\$ -	\$ -
SWEEPING	\$ 1,009.70			\$ 3,029.11	\$-	\$ -
TRAFFIC LIGHTS/ LINES	\$ -			\$ -	\$ -	\$ -
TREE/ BRUSH/ LIMBS- CUT, CLEAN,						
TRIM & PICKUP	\$ 3,139.69			\$ 9,419.06	\$-	\$-
VEHICLES	\$ 3,703.29			\$ 10,674.20	\$-	\$ -
WEED SPRAYING				\$-	\$-	\$ -
WINTER MAINTENANCE				\$-	\$-	\$ -
TOTAL AMOUNT	\$ 38,913.11	\$-		\$ 163,893.46	\$ -	<b>\$</b> -

1d-2

## BLOOMSBURG RECYCLING CENTER MONTHLY SUMMARIES APRIL 2025

I.	<u>COLLECTIONS:</u> A. Bloomsburg Curbside B. Commercial Collections C. Center Drop-Off's D. Cluster Collections		<u>Tons</u> 13.01 216.02 59.21 0.20	
	MONTHLY TOTAL	=	288.44	
II.	<u>SHIPMENTS:</u>	2025 YTD	2024 YTD	APR
	Clear Glass Brown Glass	35155 4025	54885 17195	35155 4025
	Green Glass	4245	12425	4245
	Mixed Glass	63600	34030	4240 0
	Steel Cans	0	19070	0
	Aluminum Cans	10950	10355	0
		2025YTD	2024 YTD	Ū
	Cardboard	815950	900535	173405
	Mixed Paper	727645	926550	216205
		2025YTD	2024 YTD	
	Newspaper	43990	44025	0
	Office Paper	0	0	0
	Hardcover Books	0	0	0
	PET #1	0	43010	0
	HDPE-natural	17795	27275	17795
	HDPE-colored	10605	17115	10605
	PET/HDPE	39785	18315	0
	Misc. Plastics	153130	58930	0
	TOTAL POUNDS	1926875	2183715	461435
	TOTAL TONNAGE	963.44	1091.86	230.72

le-1

## BLOOMSBURG RECYCLING CENTER MONTHLY SUMMARIES APRIL 2025







## **Emergency Medical Services Monthly Report**

For the Month of

May 2025



A community partnership of Bloomsburg Volunteer Ambulance Association, Inc. and Greater Columbia Medical Transport Service, LLP

The purpose of this report is to provide statistics on the EMS Activities of the Bloomsburg Volunteer Ambulance Association and Greater Columbia Medical Transport Service, LLP for the municipal government of the Town of Bloomsburg

> This report only reflects what was documented by our EMS providers and verified by patient care reports submitted to the state.

Prepared By

Lee V. Rosato, NR-P, CC-P Executive Director of GCMTS, LLP Irosato.gcmts@gmail.com

n

## Monthly Analytics

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

	<u>n</u>	<u>Bloon</u>	<u>nsburg</u>
Bloomsburg Vol Amb Association (BLS)	281	85	30.2%
Greater Columbia Med Transport (ALS)	<u>212</u>	<u>62</u>	<u>29.2%</u>
	493	147	29.8%

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

Bloomsburg Vol Amb Association (BLS)	Fall Victim	33
Greater Columbia Med Transport (ALS)	Fall Victim	25



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

	<u>Primary</u>	Mutual Aid
Bloomsburg Vol Amb Association (BLS)	261	20 8%
Greater Columbia Med Transport (ALS)	<u>194</u>	<u>18</u> 9%
	455	38

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

	<u>n</u>	<u>Bloomsburg</u>	Other MCD
Bloomsburg Vol Amb Association (BLS)	260.8	57.9	202.9
Greater Columbia Med Transport (ALS)	263.9	58.2	205.7
	524.7	116.1	408.6

## Analytics for the Town of Bloomsburg

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

		<u>n</u>
Bloomsburg Vol Amb Association (BLS)	Fall Victim	10
Greater Columbia Med Transport (ALS)	Fall Victim	9





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



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



The number of <u>patients transported</u> from the Town of Bloomsburg requiring further care and management.





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

TOTALS	GCMTS	1 147	1004	+201	3	ļ	6/1	240	m		774	1,273.6			401	308	39	6		63	57	•	0	120	469	
TOT	BV	1681	1 518	2010	201		809	439	5	1 058	200	1,595.4			1/2	431	19	ŝ	1	112	105	,	-	323	465	
DEC	A GCMTS																									
	BVA				į.																					
NON	BVAA GCMTS							-			_															
	_	-			-					103	_		_	-			_						_			
OCT	BVAA GCMTS																									
					-					12	-			-	-							_		-		
SEP	BVAA GCMTS													2												
	GCMTS E			100	1										-								-			
AUG	BVAA GC																									
JUL	GCMTS																									
2	BVAA																									
NIDO	GCMTS																									
2	BVAA																									
-	GCMTS	212	194	18		27	44	-	-	72	263.9	NIIS		62	49		~ ~		œ	2		0	15	58.7	NUNS	
	BVAA	281	261	20		100	80	٣	-	181	260.8	THU		85	64	14	~		24	20		0	44	57.0	THU	
	GCMTS	221	202	19		42	43		-	86	223.8	SUN		63	73	7	13		16	14		0	30	77 4	SUN	
		334	307	27		121	86			208	422.6	TUE		131	103	15	13		50	29		0	62	190.2	WED	
	BVAA GCMTS	231	213	18		34	62	c		96	359.3	SUN		92	72	4	16		12	19	ŝ	0	31	237.9	SUN	
	BVAA	354	331	23		120	103	с С		226	242.9	SAT		129	100	12	17		47	25		0	72	66.3	MOM	
) j	BVAA GCMTS	254	215	39		38	45	0		83	230.1	SUN		86	67	1	7		16	5		0	21	54.9	SUN	
3	BVAA	351	302	49		138	79	2	1	219	334.1	TUE		122	92	23	7		58	13		0	71	80.4	FRI	
	GCMTS	229	200	29		38	46	-		85	196.5	SUN		68	47	11	12		5	12		0	23	45.7	SUN	
	4	361	317	44		129	91	4		224	335.0	FRI		110	72	27	Ę		38	18		-	57	70.9	WED	
	Overall	EMS Calls	Primary Area	Secondary Area (MA)	Destination	GBH	GMC	Other		Total	Hours on the Job	Busiest Weekday	Town of Bloomsburg	EMS Calls	Medical	Community Service	Missed	Destination	GBH	GMC	Coroner	Other	Total	Hours on the Job	Busiest Weekday	



Monthly Statistical Municipality Report from Bloomsburg EMS - 2025

1t.2

## BILLS TO BE ACKNOWLEDGED June 9, 2025

Fund				
01	GENERAL FUND:			
400/486		Administration	\$	86,780.72
409		Town Buildings	\$	4,620.03
410		Police Protection	\$	63,085.33
413		Code Enforcement & Zoning	\$	14,161.86
415		Emergency Management	\$	123.58
430/431/433/435	5/436/437	Public Works	\$	42,661.48
440		Airport	\$	9,258.73
454		Town Park	\$	6,904.27
		Human Relations	\$	-
		Tax Collection	\$	-
455		Shade Tree	\$	175.00
459		Community Garden	\$	
		Total	\$	227,771.00
02	STREET LIGHTING FUND		\$	3,356.09
03	FIRE FUND		\$	13,954.82
0.4			<i>•</i>	
04	RECYCLING FUND		\$	25,071.22
23	DAYCARE		\$	350.00
31	COMMERCIAL LOAN REPAYMENT		\$	-
32	POOL FUND		\$	10,142.38
35	LIQUID FUELS FUND		\$	19,583.84
27	AIRPORT FUND		đ	270.00
37	AIRFORT FUND		\$	270.00
41	CDBG ENTITLEMENT		\$	-
42	CDBG-DR/ FMA		\$	-
45	HOME		\$	-
	MAY PAYROLL		\$	421,935.30
	TOTAL BILLS TO BE APPROVED		\$	722,434.65

## **Donald E. Kocher, Inc**

18 Charmund Road Orangeville, PA 17859



Masonry Contractor Phone: 570-683-5559

Fax: 570-683-5559 Fax: 570-683-5834 E-mail: <u>dekinc@epix.net</u>

May 30, 2025

Town of Bloomsburg c/o Mr. Michael Reffeor via email

#### Re: Estimate for concrete repair on steps at Airport as follows;

#### Includes:

Cut and remove 12" section of stair tread at all railing anchors points (approx. 45) after railing is removed by others. Dispose of debris.

Drill and pin rebar dowels into remaining stair tread.

Form and pour new concrete, light broom finish

Remove forms and seal with one coat spray applied sealer.

#### For a base estimate of \$8,250

Note: Others to remove railings and posts completely before our work commences. Others to re-install railing and posts with concrete anchors in locations provided after a minimum of 7 days cure time for the concrete.

Access to water and electric service will be required for the concrete demolition.

#### **Exclusions:**

Permits or inspections, if required Winterizing

From: Nathan Jasper <<u>NJasper@reynoldsironworks.com</u>> Sent: Monday, February 3, 2025 3:59 PM To: Mike Reffeor <<u>mreffeor@bloomsburgpa.org</u>> Subject: RE: 301 Airport Road

,

Mike.

Price to repair railing is below.

\$12,525.00

Nathan Jasper Project Manager / Estimator



570-323-4663 Ext 109 njasper@reynoldsironworks.com

#### Lisa Dooley

From: Sent: To: Subject: Michael Fosse Monday, June 2, 2025 12:18 PM Lisa Dooley Position

correction:

#### **SECTION 8. APPOINTMENT OF LIEUTENANT**

The position of Lieutenant is defined as a non-union, non-exempt position, eligible for overtime. This position is an appointed position where the appointment is made by the Town Council and Mayor. This position requires at least ten (10) years of service as a police officer and a bachelor's degree from an accredited college or university in Criminology, Criminal Justice, Police Science, Police Administration, or a related major specific to the criminal investigative field, or a technical or specialized major related to the specific position, OR 10 years of continuous service with the Town of Bloomsburg as a uniformed officer and five (5) years as a Sergeant with an exemplary service record. The Town may administer a written promotional examination, or a combination of both oral and written exams to determine the appointment.

#### 8.1 **Qualification – Applicants for Lieutenant**

a. In addition to meeting the qualification in Section 3.1 above, all Applicants for position of Lieutenant must not have not received a formal written reprimand for one (1) year after any reckoning period prior to the deadline for submitting applications, and must not have been suspended without pay at any time for two (2) years prior to the deadline for submitting applications. Any formal written reprimand or suspension to which the Applicant has timely appealed pursuant to a grievance procedure or these Rules and Regulations shall be disregarded unless the appeal is resolved prior to the creation of the Eligibility List.

1



Robert C. Bechtel Valuation Manager

May 23, 2025

Lisa M. Dooley Town of Bloomsburg 301 E. 2<sup>nd</sup> Street Bloomsburg, PA 17815

Re: Town of Bloomsburg

Dear Lisa.

You asked us to prepare a quote for an onsite valuation for insurance purposes of the Town of Bloomsburg owned property. Our original valuation was complete in 2010. Your request would not include the Park Properties or the Daycare Center. Attached is the updated building list.

Based upon the information research information and information we have on file. MIB can perform a Segregated Cost Analysis of the Town of Bloomsburg for \$3,580.00. This includes multi-building multi-location discount.

This Analysis will include a detailed description of all buildings. Included in the valuation are the costs for permanently attached equipment. Such items may include Generators, Alarm Systems, and Emergency Lighting. For all valuations, we routinely offer an (inner office) annual update at a nominal charge of 10% of the initial fee and be extended for a period of 10 years.

If you would like us to complete the Segmented Cost Analysis, you should receive our completed report within 30 days following the site visit. Please call or email us should you have any questions.

Sincerely, Robert C. Bechtel Robert C. Bechtel Valuation Manager 717-574-4723 r.bechtel@mibinc.com Authorization Date Phone Contact Name:

2217 Forest Hills Drive • Harrisburg, PA 17112-1062 1-800-227-0232 • www.mibinc.com

2p-2



Robert C. Bechtel Valuation Manager

May 23, 2025

Town of Bloomsburg

**Building** List

- 1. Town Hall
- 2. Recycling Center
- 3. Public Works
  - 3a. Maintenance Building
  - 3b. Large Anti-Skid Materials Storage
  - 3c. Small Anti-Skid Materials Storage
  - 3d. Storage Building
  - 3e. Fuel Storage
- 4. DUI Center
- 5. Airport
  - 5a. Main Building
  - 5b. T-Hanger 50x148
  - 5c. Hanger 62x58
  - 5d. Refreshment Stand-Airport
- 6. Police Station

#### PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

April 30, 2025

Lisa Dooley Town Manager Town of Bloomsburg 301 E. 2<sup>nd</sup> Street Bloomsburg, PA 17815

#### **RE:** Executive Summary of Cable Franchise Agreement with Service Electric

Dear Lisa:

I am pleased to inform you that we have reached tentative agreement with Service Electric regarding cable franchise renewal for the Town of Bloomsburg. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with Bethany Pursell of Service Electric. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Town Council.

#### 1. Franchise Fees (Sections 1(p) and 6)

Municipalities are entitled under federal law to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenues" for cable services provided within the municipality. The Town currently assesses a five percent (5%) fee and this remains the same in the Agreement. The definition of "gross revenues" in the Agreement includes an itemized list of 25 separate revenue sources that will maximize the Town's franchise fee revenue. This list includes all current eligible revenue sources as well as all foreseeable future sources and a "catch all" item to capture any other future revenue sources that are not foreseeable. The list adds several new revenue sources that Service Electric has added in the past few years.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Town's franchise fees, the Agreement is intended to maximize the Town's franchise fee revenue. Please note that all franchise fees are passed through to Service Electric cable subscribers as a separate line item on their bills. Franchise fees will be paid to the Town on a quarterly basis.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. It permits the Town to conduct an independent audit of Service Electric's records to determine whether Service Electric has paid franchise fees accurately. Should the audit reveal that franchise fees have been underpaid, then Service Electric must pay the underpaid amount plus "interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal*" on the underpayment. Furthermore, should the audit reveal that franchise fees have been underpaid by five percent (5%) or more, then Service Electric also must contribute up to \$3,000 toward the cost of the audit.

Finally, the Agreement includes "bundled services" protection. If a subscriber purchases more than one of Service Electric's three services (i.e. cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount does not apply only to cable services. If it did, franchise fee revenue to the Town would be reduced. Section 6.5 of the Agreement states that "allocation of revenue shall not be structured for the purpose of evading franchise fees applicable to cable services."

#### 2. Customer Service Standards (Section 4)

The Agreement establishes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the relevant recommendations of the Federal Communications Commission ("FCC"), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Service Electric to perform surveys to measure compliance with the standards upon receipt of subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Requirements for notices to subscribers;
- Requirements that bills be clear, concise, and fully itemized;
- Customer complaint procedures, including that Service Electric may not impose late fees on a subscriber who disputes a bill in good faith until the investigation is completed;
- Requirements to be met prior to disconnecting service;
- Credits for service interruptions of six or more hours upon request; and
- Standards of subscriber privacy.

#### 3. Right-of-Way Protections (Section 3)

The Agreement provides many protections of the Town's public rights-of-way. For example, Service Electric agreed to repair any damage to public or private property by Service Electric or any of its contractors or subcontractors within 20 business days. In addition, the Agreement includes safety standards, the provision of service area maps to the Town upon request, requirements for disconnection and relocation of Service Electric's wires and equipment, removal of equipment in the event of an emergency, and the need for Town approval for cutting down any trees in the public rights-of-way.

#### 4. Reporting Requirements (Sections 5.7 and 6.3)

The Agreement includes three reporting requirements to the Town to be met by Service Electric. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Service Electric and the amount of revenue received from each source.

Second, upon written request, Service Electric must submit a customer complaint report stating the date, nature and resolution of all subscriber complaints that have generated a work order or have necessitated a response. The term "complaint" is defined as any written (including email) or oral communication by a subscriber expressing dissatisfaction with Service Electric's operation of the cable system that is within Service Electric's control and requires a corrective measure. In addition, and upon request, the Town may obtain from Service Electric specific information regarding service repair requests and service interruptions.

Third and finally, Service Electric must, upon written request, provide to the Town copies of reports or other communications to any federal or state regulatory agencies relating to Service Electric's cable system within the Town.

#### 5. Cable System Requirements and Service Area (Section 3)

The Agreement provides technical requirements for the cable system serving the Town. It requires the system to be built for digital television standards and meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. It also requires that Service Electric perform tests on the cable system upon request, report to the Town regarding the results of the tests, and take corrective measures if the results show non-compliance with applicable standards.

Furthermore, the Agreement requires that Service Electric make cable service available to every area in which there is a minimum of 25 residential dwelling units per linear aerial plant mile (50 units per mile underground) subject to certain conditions. Any home that is within 275 feet from Service Electric's main distribution line is considered a "dwelling unit." Any unit within 125 feet of the main distribution line is entitled to a standard installation rate. For any unit beyond 125 feet, Service Electric must connect it if the unit owner pays the incremental cost beyond the installation costs for the initial 125 feet.

#### 6. Educational and Governmental ("EG") Channel (Section 7.2)

Federal law grants municipalities the right to dedicated public, educational and governmental ("PEG") channels. In the Agreement, Service Electric agrees to make available, upon request, a single educational and/or governmental ("EG") channel to be used for programming related to educational and/or governmental activities. The Town or its designee would have complete control over the content, scheduling, and administration of the channel, and the Town may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Service Electric agrees to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination location and be distributed over the cable system. Service Electric is required to cablecast the EG channel to all Service Electric subscribers and the technical quality of the channel must be comparable to the technical quality used for commercial channels.

#### 7. Services to Community Facilities (Section 7.1 and Exhibit A)

The Agreement requires Service Electric to provide Basic level television service to various public buildings, including the Town Hall, police department, and public schools. Notwithstanding the foregoing, the FCC Section 621 Report and Order of September 2019 ("Order") has injected a major new restriction that previously did not exist. The Order states that "costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to public buildings" may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap.<sup>1</sup>

The Order outlines the new options for local governments: (1) continue to receive the existing cable services and reduce franchise fee revenue by the "marginal cost" value of those services; (2) discontinue all the services and continue receiving franchise fees at their current level; or (3) terminate the service to certain buildings and reduce franchise fees by the value of the reduced service.

Section 7.1 of the Agreement reserves the Town's right to request such services from Service Electric, and states that Service Electric may charge the Town on a monthly basis for such services in accordance with federal law. The Agreement also reserves the right for the Town to change any Public Building designated to receive such service, so long as the Public Building is within 125 feet of existing Service Electric cable distribution plant.

#### 8. Liquidated Damages for Violations (Section 8.2)

Once Service Electric has agreed to the obligations described in this executive summary and the other obligations contained in the Agreement, it is critical for the Town to be able to enforce these obligations. Section 8.2 of the Agreement allows for monetary fines, also known as

<sup>&</sup>lt;sup>1</sup> For those municipalities that assess a franchise fee percentage that is lower than 5%, they may receive free cable services for public facilities, provided the services have a fair market value that, combined with franchise fee revenue, is less than 5% of gross revenues.

"liquidated damages," in the amount of \$250 per day for each violation of the Agreement. The Town may assess such monetary fines after providing Service Electric with written notice and allowing Service Electric forty-five (45) days to correct the violation, unless the nature of the violation is such that it cannot be cured within forty-five (45) days, in which case the cure period may be extended. Liquidated damages may be assessed for 120 days, after which the Town may commence revocation proceedings or initiate a lawsuit.

#### 9. Length of Franchise Term (Section 2.2)

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Service Electric, this is 10 years.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your cooperation in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Sincerely yours,

Michael 2 Roberts

Michael D. Roberts

## CABLE FRANCHISE AGREEMENT

## BETWEEN

## **TOWN OF BLOOMSBURG**

#### AND

## SERVICE ELECTRIC CABLEVISION, INC.

With assistance from:

Cohen Law Group 413 South Main Street - Third Floor Pittsburgh, PA 15215 Phone: (412) 447-0130 www.cohenlawgroup.org

## **TABLE OF CONTENTS**

Page

SECTION 1	DEFINITIC	DNS2
SECTION 2	GRANT OI	F FRANCHISE5
		NT OF AUTHORITY5
		M OF FRANCHISE5
		RESENTATIONS AND WARRANTIES6
		-EXCLUSIVITY6
		NCHISE SUBJECT TO FEDERAL, STATE
		LOCAL LAWS6
	2.6 COM	IPETITIVE EQUITY6
SECTION 3		CONSTRUCTION, OPERATION AND
	MAINTEN	ANCE7
	3.1 TEC	HNICAL REQUIREMENT7
		A TO BE SERVED7
		LE SYSTEM SPECIFICATIONS8
		ГЕМ TESTS8
		RGENCY ALERT SYSTEM8
		VICES FOR SUBSCRIBERS WITH
	DISA	BILITIES9
		VICE TO MULTIPLE DWELLING
	UNIT	S ("MDU'S")9
		AIRS AND RESTORATION9
		VICE AREA MAPS10
		CONNECTION AND RELOCATION10
	3.11 EME	RGENCY REMOVAL OF EQUIPMENT10
		E TRIMMING11
	3.13 CHA	NNEL CAPACITY11
	3.14 BRO	ADCAST CHANNELS11
		IAL SCRAMBLING11
	3.16 CON	TINUITY OF SERVICE11
SECTION 4	SUBSCRIB	ER SERVICE STANDARDS12
	4.1 OFFI	CE HOURS AND TELEPHONE
		ILABILITY12
		ALLATIONS AND SERVICE CALLS12
	4.3 NOT	ICES
		ING14
		SCRIBER COMPLAINT PROCEDURES14
	4.6 DISC	CONNECTION15

	4.7	SERVICE INTERRUPTIONS	15
	4.8	PRIVACY	15
SECTION 5	REG	ULATION BY THE TOWN	16
	5.1	RIGHT TO INSPECT	16
	5.2	RIGHT TO CONDUCT COMPLIANCE REVIEW	
	5.3	RESERVED AUTHORITY	
	5.4	POLICE POWERS	
		NO LIMITATION ON TAXING OR	
	5.5		17
		FEE AUTHORITY	
	5.6	PERMITS	
	5.7	REPORTING	17
SECTION 6	COM	IPENSATION TO THE TOWN	18
	6.1	FRANCHISE FEES	18
	6.2	QUARTERLY PAYMENTS	
		QUARTERLY REPORTS	
	6.3		
	6.4	FRANCHISE FEE REVIEW	
	6.5	BUNDLED SERVICES	20
SECTION 7	SER	VICES TO THE COMMUNITY	20
	7.1	SERVICES TO COMMUNITY FACILITIES	20
	7.2	EDUCATIONAL AND GOVERNMENTAL	
		(EG) CHANNEL	21
	ENIE	ODOCATING UD ANOC AND INDEX BUELO ATION	22
SECTION 8	ENF	ORCEMENT, INSURANCE AND INDEMNIFICATION	
	8.1	VIOLATIONS AND OPPORTUNITY TO CURE	
	8.2	LIQUIDATED DAMAGES	23
	8.3	REVOCATION	23
	8.4	INSURANCE	24
	8.5	INDEMNIFICATION	
<u>ΘΕ<u>Ω</u>ΤΙΩΝΙ Ο</u>	MISCEL	LANEOUS	25
SECTION 9	MISCEL	LANEOUS	,23
	9.1	FORCE MAJEURE	
	9.2	REMOVAL OF SYSTEM	25
	9.3	NOTICES	
	9.4	EQUAL EMPLOYMENT OPPORTUNITY	
	9.5	CAPTIONS	
	9.6	GOVERNING LAW; VENUE	
	9.7	TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL	
	9.8	ENTIRE AGREEMENT	
	/.0		

ł

9.9	SEPARABILITY	
9.10	NO WAIVER OF RIGHTS	
9.11	CHANGE OF LAW	
9.12	COMPLIANCE WITH LAWS	
9.13	THIRD PARTY BENEFICIARIES	29
9.14	APPLICABILITY OF AGREEMENT	29

#### CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2025 (hereinafter referred to as the "Effective Date") by and between the Town of Bloomsburg, a municipality located in Columbia County, Pennsylvania (hereinafter referred to as the "Town") and Service Electric Cablevision, Inc. (hereinafter referred to as "Service Electric").

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Town is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing rights-of-way and properties within the Town's jurisdiction; and

WHEREAS, Service Electric currently holds a cable franchise from the Town by virtue of a cable franchise agreement dated June 1, 2015; and

WHEREAS, Service Electric has requested that the Town renew Service Electric's franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Town's residents; and

WHEREAS, the aforesaid rights-of-way used by Service Electric are public properties acquired and maintained by the Town on behalf of the citizens of the Town, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Town desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Service Electric's use of the Town's rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Town, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Town has determined that Service Electric has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Town

WHEREAS, the Town has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Town, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Service Electric's franchise according to the terms and conditions contained herein;

**NOW THEREFORE,** in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Town and Service Electric agree as follows:

#### SECTION 1 DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) <u>Affiliated Entity</u> - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Service Electric Cablevision, Inc., but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Service Electric Cablevision's cable systems.

(b) <u>Basic Service</u> - The service tier that includes at least the retransmission of local broadcast television signals.

(c) <u>Cable Act</u> - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) <u>Cable Service or Service</u> - 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.

(e) <u>Cable System or System</u> - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town. Such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) <u>Channel</u> - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) <u>Communications Act</u> - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(h) <u>Complaint</u> - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Service Electric's operation of its Cable System that is within Service Electric's control and requires a corrective measure on the part of Service Electric or its contractors or subcontractors.

(i) <u>Drop</u> - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) <u>Educational and Governmental (EG) Channel</u> - An access channel that consists of local, educational and/or governmental programming.

(k) <u>Emergency</u> - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(1) <u>FCC</u> - Federal Communications Commission.

(m) <u>Force Majeure</u> - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Service Electric's ability to anticipate or control.

(n) <u>Franchise</u> - The authorization granted by the Town to construct, operate and maintain a Cable System within the corporate limits of the Town as embodied in the terms and conditions of this Agreement.

(o) <u>Franchise Fee</u> - The fee that Service Electric remits to the Town pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) <u>Gross Revenues</u> - All revenue received by Service Electric or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Service Electric's Cable System in the Town to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.

- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees for Cable Services;
- (13) convenience fees;
- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) fees for Leased Access of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenues shall not include, among other things revenue from telecommunications services or information services unless such services are determined to be Cable Services by the FCC or a court of competent jurisdiction. Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Town and Service Electric agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(q) <u>HD</u> - High definition format.

(r) <u>Leased Access or Commercial Access Channel</u> - Any channel on Service Electric's Cable System designated for use by any entity that is unaffiliated with Service Electric pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) <u>Multiple Dwelling Units or MDU's</u> - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) <u>Normal Business Hours</u> - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) <u>Normal Operating Conditions</u> - Business conditions within Service Electric's service department which are within the control of Service Electric. Those conditions that are not within the control of Service Electric include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) <u>Outlet</u> - An interior receptacle that connects a television set to the Cable System.

(w) <u>Programming</u> - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(x) <u>Public Rights-of-Way</u> - 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.

(y) <u>Service Interruption</u> - The loss of picture or sound on all Cable Service channels.

(z) <u>Subscriber</u> - A person or entity who contracts with Service Electric for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

#### SECTION 2 GRANT OF FRANCHISE

#### 2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Town hereby grants a non-exclusive and revocable franchise to Service Electric. Subject to the terms and conditions contained herein, the Town hereby grants to Service Electric the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Town has a sufficient easement or right-of-way to provide Cable Services. Nothing herein shall preclude Service Electric from offering any other service over the Cable System as may be lawfully allowed.

#### 2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties (the "Effective Date"), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

#### 2.3 <u>REPRESENTATIONS AND WARRANTIES</u>

(a) Service Electric represents, warrants and acknowledges that, as of the Effective Date:

(1) Service Electric is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Service Electric has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Service Electric which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

#### 2.4 <u>NON-EXCLUSIVITY</u>

This Franchise granted to Service Electric shall be non-exclusive. Nothing in this Agreement shall affect the right of the Town to grant other Franchises to construct, operate or maintain a Cable System.

#### 2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Town. Without waiving any of its rights, the Town agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Town cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

#### 2.6 <u>COMPETITIVE EQUITY</u>

(a) Service Electric acknowledges and agrees that the Town reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Town.

(b) The Franchise granted to Service Electric is non-exclusive; however, if the Town grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Service Electric, then Service Electric may request an amendment to this Agreement to provide Service Electric with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the
subsequent Franchise is more favorable or less burdensome, then the Town and Service Electric shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Service Electric with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the Town proposing to serve Subscribers within the Town, then the Town shall notify Service Electric in writing of the submission of the application.

#### SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

#### 3.1 TECHNICAL REQUIREMENT

(a) Service Electric shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Town where the requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Town.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

#### 3.2 AREA TO BE SERVED

(a) Service Electric shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Service Electric is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Service Electric shall extend the Cable System into all areas within the Town where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Service Electric shall complete said extensions within three (3) months of written notification to Service Electric by the Town that an area has met the minimum density standard set forth herein (weather permitting). Service Electric's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet aerial distance from the main distribution line, Service Electric shall extend the Cable Service at a rate not to exceed Service Electric's actual cost of installation from the main distribution line. For any dwelling unit in excess of one hundred twenty-five (125) feet aerial distance or that requires an underground installation, Service Electric shall extend Cable Service and the Subscriber shall pay Service Electric's actual cost of installation from its main distribution system.

(c) The Town has the right to require Service Electric to place wires and/or equipment underground, provided that the Town imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Service Electric shall be underground in those areas of the Town where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Service Electric's facilities without technical degradation of the Cable System's signal quality. Service Electric shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

#### 3.3 CABLE SYSTEM SPECIFICATIONS

(a) Service Electric has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Service Electric reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

#### 3.4 <u>SYSTEM TESTS</u>

(a) Service Electric shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Service Electric, upon written request by the Town, shall perform applicable tests to determine compliance with FCC technical standards. Service Electric shall provide a report to the Town within thirty (30) days of completion of a Town-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Service Electric shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Service Electric, the Town may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Town reserves the right, upon at least sixty (60) days' written notice to Service Electric, to conduct a technical audit of the Cable System.

#### 3.5 <u>EMERGENCY ALERT SYSTEM</u>

Service Electric shall comply with the Emergency Alert System requirements of the FCC.

#### 3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Service Electric shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

#### 3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Service Electric and the Town hereby acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Service Electric, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

#### 3.8 <u>REPAIRS AND RESTORATION</u>

(a) Whenever Service Electric or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Service Electric to comply within the time specified and the Town having notified Service Electric in writing of the restoration and repairs required, the Town may cause proper restoration and repairs to be made and the expense of such work shall be paid by Service Electric upon demand by the Town.

(b) Whenever Service Electric or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Town if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Service Electric shall promptly repair and restore any public or property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Service Electric's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Service Electric shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Service Electric personnel,

including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Service Electric or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Service Electric shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Service Electric shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

#### 3.9 SERVICE AREA MAPS

Upon thirty (30) days written request, Service Electric shall permit the Town to view a complete set of Service Electric service area strand maps of the Town on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Town officials shall be at a mutually agreed time and location. Should the Town wish to obtain such strand maps of the Town for its exclusive use, Service Electric shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Town and Service Electric have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

#### 3.10 DISCONNECTION AND RELOCATION

(a) Service Electric shall, at no cost to the Town,, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Town or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Service Electric to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Town shall treat Service Electric the same as, and require no more of Service Electric than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

#### 3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Town, it shall be necessary, in the reasonable judgment of the Town or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Town shall have the right to do so without cost or liability,

provided that, wherever possible, the Town shall give Service Electric notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Town shall treat Service Electric the same as, and require no more of Service Electric than, any other similarly situated entity.

#### 3.12 TREE TRIMMING

(a) Service Electric, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Service Electric. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Service Electric or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Town for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Town.

#### 3.13 CHANNEL CAPACITY

Service Electric shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

#### 3.14 BROADCAST CHANNELS

To the extent required by federal law, Service Electric shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

#### 3.15 SIGNAL SCRAMBLING

Service Electric shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

#### 3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Service Electric provided their financial and other obligations to Service Electric are honored. Subject to Force Majeure provisions in Section 9.1, Service Electric shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of

construction, routine repairing or testing of the Cable System, Service Electric shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Service Electric shall notify Subscribers in advance of such service interruption along with providing Subscribers with a prorata credit for the time of such service interruption.

#### SECTION 4 SUBSCRIBER SERVICE STANDARDS

#### 4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Service Electric shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Service Electric will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Town determines, after receiving Complaints itself and/or receiving a record of Complaints made to Service Electric in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Town shall notify Service Electric in writing that it must measure its compliance with these requirements for the next three months and report to the Town the results of such monthly average measurements.

#### 4.2 INSTALLATIONS AND SERVICE CALLS

(a) Service Electric shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Service Electric shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Service Electric employee or agent, including any subcontractor, shall prominently display the Service Electric logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Service Electric shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Service Electric may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Service Electric may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

#### 4.3 <u>NOTICES</u>

(a) In accordance with applicable federal law, Service Electric shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Service Electric shall notify Subscribers and the Town in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Service Electric. Service Electric shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Town on the transaction between Service Electric and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

#### 4.4 <u>BILLING</u>

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Town hereby requests that Service Electric omit the Town's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

#### 4.5 SUBSCRIBER COMPLAINT PROCEDURES

Service Electric shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Service Electric shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Town is contacted directly about a Subscriber Complaint, it shall notify Service Electric promptly and in writing. When Service Electric receives such notification, Service Electric shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Service Electric has the option of withholding the disputed amount, without a late fee or disconnection, until Service Electric has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Service Electric in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Service Electric's sole discretion to determine when the dispute has been resolved.

(d) In accordance with applicable law, Service Electric shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

#### 4.6 **DISCONNECTION**

Service Electric may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Service Electric has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Service Electric regarding the bill; or

(d) If at any time and without notice, Service Electric determines in good faith that Subscriber has tampered with or abused Service Electric's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

#### 4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Service Electric shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Service Electric. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Service Electric or scheduled at the convenience of the Subscriber.

(b) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Service Electric shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

#### 4.8 PRIVACY

Service Electric shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Service Electric shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

#### SECTION 5 REGULATION BY THE TOWN

#### 5.1 <u>RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION</u>

(a) The Town shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Service Electric specified in Section 9.3, all documents, records and other pertinent information maintained by Service Electric which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Service Electric shall maintain for inspection by the public and the Town all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

Notwithstanding anything to the contrary set forth herein, all information (c) specifically marked by Service Electric as proprietary or confidential in nature and furnished to the Town or its designated representatives shall be treated as confidential by the Town so long as it is permitted to do so under applicable law. Representatives and/or agents of the Town may be requested to execute a non-disclosure agreement prior to the provision by Service Electric of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Service Electric as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Town. The Town and its officially designated representatives agree in advance to treat any such information or records which Service Electric reasonably deems would provide an unfair advantage for Service Electric's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Town employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Town acting in their official capacity for information related to the franchise and marked by Service Electric as confidential and/or proprietary, the Town shall timely notify Service Electric of such request and shall cooperate with Service Electric in protecting its proprietary and confidential information to the extent permitted by applicable law. Service Electric shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

#### 5.2 <u>RIGHT TO CONDUCT COMPLIANCE REVIEW</u>

Not more than twice during the term of this Agreement, the Town or its representatives may conduct a full compliance review with respect to whether Service Electric has complied with the material terms and conditions of this Agreement so long as it provides Service Electric with forty-five (45) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Service Electric may organize the necessary records and documents for appropriate review by the Town. Within thirty (30) days of a written request, Service Electric shall

provide the Town with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Town shall promptly inform Service Electric in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

#### 5.3 RESERVED AUTHORITY

The Town reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Town's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

#### 5.4 POLICE POWERS

Service Electric's rights under this Agreement are subject to the police powers of the Town to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Town's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Service Electric of the material alteration.

#### 5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Town to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

#### 5.6 <u>PERMITS</u>

Service Electric shall apply to the Town for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Town. Service Electric shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Service Electric shall pay any and all required permit fees.

#### 5.7 <u>REPORTING</u>

In addition to the other reporting requirements contained in this Agreement, upon written request, Service Electric shall provide the following reports to the Town:

#### (a) <u>Subscriber Complaint Reports</u>

Within thirty (30) days of a written request and no more than once per year, Service Electric shall submit to the Town a report showing the number of Complaints, as defined in Section 1(h), that required a service call, originating from the Town and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Service Electric shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption
- (b) <u>Government Reports</u>

Service Electric shall provide to the Town, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Service Electric has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Service Electric's Cable System within the Town. Service Electric shall provide copies of such documents no later than thirty (30) days after their request.

#### SECTION 6 COMPENSATION TO THE TOWN

#### 6.1 FRANCHISE FEES

Service Electric shall pay to the Town an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Town. Service Electric shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Town may amend the Franchise Fee upon written notice to Service Electric provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Town shall accompany such written notice. Any change in Service Electric's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

#### 6.2 <u>QUARTERLY PAYMENTS</u>

Franchise Fee payments to the Town under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Town. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Town may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Service Electric shall deposit the Franchise Fee payments electronically into an account as designated by the Town. If the quarterly Franchise Fee payment is late by 45 days or more, Service Electric shall pay interest at a rate of five percent (5%) of the amount due as a charge incidental to enforcement of the Franchise Town.

#### 6.3 **QUARTERLY REPORTS**

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Service Electric shall provide a written report containing an accurate statement of Service Electric's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Service Electric's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Service Electric.

#### 6.4 FRANCHISE FEE REVIEW

(a) Not more than twice during the franchise term, the Town shall have the right to conduct a Franchise Fee review or audit of Service Electric's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Town receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Service Electric shall provide the Town with copies of financial records related to the Franchise Fee review or audit.

(b) In the event of an alleged underpayment, the Town shall provide Service Electric with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Town shall provide written notice to Service Electric indicating that no underpayments were found and that the Franchise Fee review is closed. Service Electric shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Town with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange

of information, the Town shall make a final determination of the underpayment(s), if any, within thirty (30) days of Service Electric's objection and shall provide Service Electric with written notice of the determination. If Service Electric disputes the Town's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Town's written notice of determination. In the event that Service Electric fails to submit the matter to mediation or arbitration within the required time period, the Town's final determination shall be binding on Service Electric.

(c) Any Franchise Fee payment due to the Town as a result of the Franchise Fee review shall be paid to the Town by Service Electric within forty-five (45) days from the date the Town notifies Service Electric of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Service Electric shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Service Electric shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Town that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

#### 6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

#### SECTION 7 SERVICES TO THE COMMUNITY

#### 7.1 SERVICES TO COMMUNITY FACILITIES

(a) Service Electric shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Service Electric intends to charge for the services required by this section, it will give the Town 120 days' written notice of the commencement of charges. The charges shall be consistent with applicable law – as of the Effective Date, defined as the "marginal cost" of providing such Cable Services. Service Electric shall provide to the Town in writing reasonable detail sufficient to substantiate the marginal cost and the amount due. Service Electric shall arrange with the Town for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include applicable fees and taxes and may be subject to adjustment if consistent with applicable law. The Town may remove locations or change the level of Cable Service indicated on Exhibit A with 30 days' written notice to Service Electric. The Town may

elect in writing not to receive the Cable Service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the Town may change a Public Building location listed in Exhibit A upon 90-days written notice to Service Electric, provided that the new location is within 125 feet of existing Service Electric cable distribution plant.

#### 7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Upon request, Service Electric shall make available to the Town the use of one (1) Educational and Governmental ("EG") Access Channel(s) in accordance with Section 611 of the Cable Act. Such EG Channel(s) shall be used for community programming related to educational and/or governmental activities. The Town shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel(s), and may delegate such functions, or a portion of such functions, to a designated access provider. Service Electric shall not exercise any editorial control over EG Channel programming. Service Electric shall cablecast the activated EG Channel(s) so that they may be received by all Service Electric Subscribers in the Town.

(b) To enable the Town to utilize the EG Channel, Service Electric shall maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Service Electric headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Town. This fiber link and equipment shall be collectively known as the "Return Line." Service Electric shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Town.

(c) Service Electric shall be responsible for maintaining the Return Line(s) to the origination site(s) of the EG Channel(s) so long as the Town provides Service Electric with access to such location and access to the EG Channel equipment within such locations. Service Electric shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Service Electric shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(d) Any expenditure made in connection with the construction of the Return Line shall be at the expense of the Town. The Town and Service Electric further agree that all costs incurred by Service Electric for supporting such EG Channel, including any and all equipment, and EG capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Service Electric reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Town or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any

trained/qualified personnel who conduct the operation of the EG channel. The Town and Service Electric agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Town, Service Electric shall, at the Town's expense, relocate the EG origination site and the associated Return Line as follows: (i) Service Electric's obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (ii) the Town shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Town or its designee does not program any EG Channel, Service Electric may request the use of this channel subject to written approval by the Town. If the Town approves Service Electric's use of an EG Channel and, subsequent to such approval, the Town requests the utilization of the EG Channel being programmed by Service Electric, Service Electric shall relinquish such use no later than sixty (60) days after receipt of written notification from the Town that it requires such channel for educational and/or governmental use.

(h) Service Electric shall use its best efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that Service Electric deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Service Electric shall provide the Town thirty (30) days advance written notice of any change in EG Channel assignments.

#### SECTION 8

#### **ENFORCEMENT, INSURANCE AND INDEMNIFICATION**

#### 8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Town has reason to believe that Service Electric violated any material provision of this Agreement, it shall notify Service Electric in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Town.

(b) Service Electric shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Service Electric must cure the violation shall be extended by the Town in writing for such additional time necessary to complete the cure, provided that Service Electric shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Town.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Town's judgment, Service Electric has not taken reasonable steps to cure the

violation, then the Town may deem that Service Electric is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

#### 8.2 LIQUIDATED DAMAGES

(a) Because Service Electric's failure to comply with the material terms of this Agreement may result in harm to the Town and because it will be difficult to measure the extent of such injury, the Town may assess liquidated damages against Service Electric in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Service Electric has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Service Electric but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Town. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Town may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

#### 8.3 <u>REVOCATION</u>

(a) In addition to the other rights, powers and remedies retained by the Town under this Agreement, the Town reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Service Electric practiced any fraud or deceit upon the Town in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Service Electric repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Service Electric repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Service Electric or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Service Electric shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of Town Council after an appropriate public hearing that shall afford Service Electric due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Service Electric at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Town, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Service Electric of mitigating circumstances or good cause for the existence of such grounds. The Town shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Service Electric. If Service Electric appeals such determination to an appropriate court, the revocation shall be stayed.

#### 8.4 INSURANCE

(a) Service Electric shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Town from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Service Electric or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Town, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Service Electric shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Town verifying that Service Electric has obtained such alternative insurance. Service Electric shall provide the Town with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.

(d) Service Electric shall deliver to the Town Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Town.

#### 8.5 INDEMNIFICATION

Service Electric shall indemnify, defend, save and hold harmless the Town,, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Service Electric, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Town shall give Service Electric timely written notice of its obligation to indemnify and defend the Town. The obligation to indemnify, defend, save and hold the Town harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Town determines that it is necessary for it to employ separate counsel, in addition to that provided by Service Electric, the cost for such separate counsel shall be the responsibility of the Town. Service Electric shall not indemnify the Town for any claims resulting from acts of willful misconduct or negligence on the part of the Town.

#### SECTION 9 MISCELLANEOUS

#### 9.1 FORCE MAJEURE

If for any reason of Force Majeure, Service Electric is unable in whole or in part to carry out its obligations hereunder, Service Electric shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Town, Service Electric shall inform the Town within thirty (30) days of receipt of the request whether or not Service Electric has determined that a condition of Force Majeure exists.

#### 9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Service Electric shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Town or property owner may deem any property not removed as having been abandoned and the Town may remove it at Service Electric's cost.

(b) During the term of the Agreement, if Service Electric decides to abandon or no longer use all or part of its Cable System, it shall give the Town written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Service Electric's abandonment of the Cable System, the Town shall have the right to either require Service Electric to remove the property, remove the property itself and charge Service Electric with the reasonable costs related thereto.

(c) Notwithstanding the above, Service Electric shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Service Electric from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

#### 9.3 <u>NOTICES</u>

Every notice or payment to be served upon or made to the Town shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Town of Bloomsburg 301 East Second Street Bloomsburg, PA 17815 Attention: Town Administrator

With copies for legal notices to:

Cohen Law Group 413 S. Main Street Pittsburgh, PA 15215

The Town may specify any change of address in writing to Service Electric. Every notice to be served upon or made to Service Electric shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Service Electric Cablevision 4949 Liberty Lane, Suite 400 Allentown, PA 18106 Attention: Legal

Service Electric may specify any changes of address in writing to the Town. Each delivery to Service Electric or the Town shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### 9.4 EQUAL EMPLOYMENT OPPORTUNITY

Service Electric is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

#### 9.5 <u>CAPTIONS</u>

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

#### 9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. 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, County of Columbia, or in the United States District Court for the Middle District of Pennsylvania.

#### 9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Service Electric nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Town, provided that such consent shall not be unreasonably withheld.

(b) Neither Service Electric nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Town, provided that such consent shall not be unreasonably withheld.

(c) Neither Service Electric nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Town, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Service Electric in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Service Electric.

(e) Service Electric shall make written application to the Town of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Town shall have thirty (30) days from the receipt of FCC Form 394 to notify Service Electric of any additional information it needs to make an informed decision on the transfer or assignment. The Town shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Town for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

#### 9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Town and Service Electric. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

#### 9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

#### 9.10 NO WAIVER OF RIGHTS

(a) No course of dealing between the Town and Service Electric, nor any delay on the part of the Town in exercising any rights hereunder, shall operate as a waiver of any such rights of the Town or acquiescence in the actions of Service Electric in contravention of such rights, except to the extent expressly waived by the Town.

(b) No course of dealing between Service Electric and the Town, nor any delay on the part of Service Electric in exercising any rights hereunder, shall operate as a waiver of any such rights of Service Electric or acquiescence in the actions of the Town in contravention of such rights, except to the extent expressly waived by Service Electric.

#### 9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Town or Service Electric may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Town and Service Electric shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Town and Service Electric.

#### 9.12 COMPLIANCE WITH LAWS

Service Electric shall comply with all federal, state and generally applicable local laws and regulations.

#### 9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

#### 9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Service Electric, the Town and their respective successors and assigns. This Agreement is authorized by Resolution No.\_\_\_\_\_\_ dated \_\_\_\_\_\_, 2025 of the Council of the Town of Bloomsburg.

WITNESS our hands and official seals to this Cable Franchise Agreement.

#### TOWN OF BLOOMSBURG

By:			
•			

Date: \_\_\_\_\_

#### SERVICE ELECTRIC CABLEVISION, INC.

By:	 	 	 		
Name:					
Title:	 			 	

Date: \_\_\_\_\_

#### EXHIBIT A LOCATIONS FOR CABLE TELEVISION SERVICE

- 1. Bloomsburg Town Hall, 301 East Second Street, Third Floor
- 2. Bloomsburg Police Department, 301 East Second Street, First Floor
- 3. Bloomsburg Memorial Elementary School, 500 Market Street
- 4. Bloomsburg Middle School, 1100 Railroad Street
- 5. Bloomsburg High School, 1200 Railroad Street
- 6. Bloomsburg Public Library, 225 Market Street





# 04/08/25 - Access Control Add-On

#### CUSTOMER

# Bloomsburg Municipal Airport

Dan Broadt 301 Airport Road , Bloomsburg, PA 17815

# Northeastern Automated Technologies, Inc

6290 Old Berwick Road Bloomsburg, PA 17815

# **Access Control**

<b>1.</b> 4443		وي في ا
	Paxton Access Inc Paxton Net2 - Door Access Control System Starter Kit W/POE	x1
	Paxton Access Inc Paxton Access Control Proximity Keypad Reader	x1
	Grandstream Grandstream Networks PoE Network Switch 8xGigE 8xPoE	x1
in a stal	Paxton Access inc Paxton Access Control Net2 Proximity ISO Card No Magstp 10Pk	x1



39-2

x1

- 🚈

NEAT Access Reader Prewire

Installation of (1) run of 8 conductor Access Control reader wire

x1

Access Control Total : \$2,337.89

# **Financial Summary**

Parts	\$2,337.89
Total Parts	\$2,337.89
Total Labor	\$600.00
Subtotal	\$2,937.89

Proposal Total \$2,937.89

## **Payment Schedule**

PAYMENT SCHEDULE

Payment 1 50% of Proposal Total • \$1,468.95 Due Upon Proposal Acceptance

Payment 2 Outstanding Proposal Balance • \$1,468.94 Due Upon Job Completion

## **Project Terms**

Quotation includes installation of the listed components, calibration and system programming. Price guaranteed for 30 days from date of quotation. Terms: 50% down, 50% upon completion. Credit card charges over \$500.00 will incur a 4% fee. NorthEastern Automated Technologies, Inc. (NEAT, Inc.) is a professional electronic/integration firm. Neat, Inc. is registered and insured in the state of Pennsylvania. Neat, Inc. strives to provide accurate

#### Lisa Dooley

From: Sent: To:	EU, DER Coordinator <dercoordinator@pplweb.com> Tuesday, May 20, 2025 6:59 AM EU, DER Coordinator; Lisa Dooley; Howe, Jonah Garrett; Roberts, Alana; Kaleb Hoch; Unique Parkinson; Casey Bartkus; John Fritz; Charles Fritz; Mike Reffeor; Jack Breech; Jo Reichart</dercoordinator@pplweb.com>
Cc:	Beam, George E; Kalandadze, Beka; Plant, Archie George; Bash, Heather M
Subject:	RE: Interconnection Impact Review - Town of Bloomsburg - Catherine St Bloomsburg - 3000kW - PPL WO 13269845
Attachments:	81048233-WO#13269845Rettew Associates - Town of Bloomsburg 25% Deposit.pdf; PPL Electric Utilities Payment Instructions.pdf

Hi Town of Bloomsburg,

Attached is the invoice for 25% of the Total Customer Cost Estimate on the IIR. As previously discussed, this invoice must be paid on or before 6/27/2025 with the signed IIR.

Please let me know when you have initiated payment.

#### Thank you

Krista T Schmoyer | Senior Interconnection Specialist Customer Energy Integration | phone: (404) 634-4299 | <u>ktschmover@pplweb.com</u>



PPL Electric Utilities 327 Hausmen Road Alleniown PA 18104

### Confidential

#### Confidential

From: EU, DER Coordinator <DERCoordinator@pplweb.com>

Sent: Tuesday, May 13, 2025 11:58 AM

To: Lisa Dooley <ldooley@bloomsburgpa.org>; Howe, Jonah Garrett </GHowe@pplweb.com>; Roberts, Alana

<ARoberts@pplweb.com>; Kaleb Hoch <kaleb.hoch@rettew.com>; Unique Parkinson <unique.parkinson@rettew.com>; Casey Bartkus <casey.bartkus@rettew.com>; John Fritz <jfritz@bloomsburgpa.org>; Charles Fritz

<cfritz@bloomsburgpa.org>; Mike Reffeor <mreffeor@bloomsburgpa.org>; Jack Breech <JBreech@bloomsburgpa.org>; Jo Reichart <finance@bloomsburgpa.org>

**Cc:** EU, DER Coordinator <DERCoordinator@pplweb.com>; Beam, George E <gebeam@pplweb.com>; Kalandadze, Beka <BKalandadze@pplweb.com>; Plant, Archie George <AGPlant@pplweb.com>; Bash, Heather M <HMSmeltz@pplweb.com>

Subject: Interconnection Impact Review - Town of Bloomsburg - Catherine St Bloomsburg - 3000kW - PPL WO 13269845

Hi Town of Bloomsburg,

# 30-2

Attached is the Interconnection Impact Review for your 300kW solar application. Once reviewed please sign and return the Notification of Customer Intent (NoCI) found in Attachment II. Please note, the IIR study expires within 45 Calendar Days (6/27/2025) from the receipt of this email, if no progress is made in the 45 Day timeframe, you will need to reapply, and the project will need to be restudied.

Please take notice, <u>I will follow-up with the invoice for 25% of the Total Customer Cost Estimate on the IIR</u>. This invoice must also be paid within 45 Calendar Days from the receipt of this email. This payment is non-refundable and non-transferable. Once both the completed NoCl and payment are received, PPL Electric will begin procurement of long lead materials and detailed engineering. If the NoCl and payment are not received in a timely manner, the customer may forfeit their queue position and their application may be canceled.

Please let me know if you have any additional guestions.

#### Thank you

Krista T Schmoyer | Senior Interconnection Specialist Customer Energy Integration | phone: (484) 634-4299 | <u>ktschmoyer@pplweb.com</u>



PPL Electric Unities 827 Hausman Road Allentown, PA 18104

#### negem

#### Confidential

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.



INVOICE NUMBER

INVOICE DATE

TOTAL AMOUNT 5-300.00

#### RETTEW ASSOCIATES - LISA DOOLEY TOWN OF BLOOMSBURG BUL EAST END STREET BLOOMSBURG, PA 17815

PPL CONTROL ACCOUNT: 014330

MAKE CHECKS PAYABLE TO: PPL Electric Utilities Corp

#### --- 3 6600053000060005300008 8104823300

AYABLE TO: Jtilities Corp AMOUNT PAID

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT IN ENCLOSED ENVELOPE TO: PPL FO Box 419054 St. Louis, MO 63141

RETTEW ASSOCIATES - LISA DOOLEY TOWN OF BLOOMSBURG 301 EAST 2ND STREET BLOOMSBURG, PA 17815

REFER ALL INQUIRIES TO: Customer Care Center

800-342-5775

PLEASE REFER TO THIS NUMBER WHEN CALLING OR WRITING: 81048233-3

ITEM	DESCRIPTION	AMOUNT
1	MAKE READY - ENGINEERING 25% Deposit for Catherine St - Town of Bloomsburg Interconnection	5,300.00
		<b>n</b>
	13269845-20 Catherine St Bloomsburg Payment Due: Upon Receipt	

Al048233-3 D5/13/25 INVOICE NUMBER INVOICE DATE

5-300-00 TOTAL AMOUNT

PPL Electric Utilities Corp 645 HAMILTON STREET, ALLENTOWN, PA 18101-1179 096260000000010

3di.-1



Delivery

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

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

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870

April 17, 2025

INVOICE

COSTARS ITQ 4400007410

COSTARS CONTRACT 4400014141

For services rendered in the administration of Town of Bloomsburg's FFY 2020 HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 12/7/2020.

Adm			Contract	Percentage	Previous	Amount Due
	Та	sk	Amount	Complete	Payment	
28-26	SE	DACOG Admin - Bloomsburg				
	В	Annual Action Plan	4,000.00	100.0%	4,000.00	0.00
	С	CAPER	5,200.00	100.0%	5,200.00	0.00
	D	Citizen Participation	2,600.00	100.0%	2,600.00	0.00
	E	Policy Modifications	1,200.00	100.0%	1,200.00	0.00
	F	Fair Housing	5,800.00	100.0%	3,000.00	2,800.00
	G	Activities Evaluation	3,133.00	100.0%	3,133.00	0.00
	Н	Grant Management	2,200.00	100.0%	1,850.00	350.00
	1	Compliance Review	2,150.00	100.0%	1,500.00	650.00
	J	Technical Assistance	2,900.00	100.0%	2,400.00	500.00
	к	Advice & Assistance	4,933.00	100.0%	3,500.00	1,433.00
	L	Activity Management	20,798.00	100.0%	20,298.00	500.00
					A Junia Takale	6 727 00

Admin Total: 6,233.00

D'CH4	Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
40-26	Curb Cuts Phase 2 - Bloomsburg Sa Delivery-ER	4,000.00	100.0%	4,000.00	0.00
				Delivery Total:	0.00

Total Amount Due:

6,233.00

Approved

burg



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

3di -2 INVOICE

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870 HUD Contract No: B-20-MC-42-0026

April 17, 2025

For services rendered in the administration of Town of Bloomsburg's FFY 2020 HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 12/7/2020.

Ad	min

	Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
28-26	SEDACOG Admin - Bloomsburg				
	B Annual Action Plan	4,000.00	100.0%	4,000.00	0.00
	C CAPER	5,200.00	100.0%	5,200.00	0.00
	D Citizen Participation	2,600.00	100.0%	2,600.00	0.00
	E Policy Modifications	1,200.00	100.0%	1,200.00	0.00
	F Fair Housing	5,800.00	100.0%	3,000.00	2,800.00
	G Activities Evaluation	3,133.00	100.0%	3,133.00	0.00
	H Grant Management	2,200.00	100.0%	1,850.00	350.00
	I Compliance Review	2,150.00	100.0%	1,500.00	650.00
	J Technical Assistance	2,900.00	100.0%	2,400.00	500.00
	K Advice & Assistance	4,933.00	100.0%	3,500.00	1,433.00
	L Activity Management	20,798.00	100.0%	20,298.00	500.00
				Admin Total:	6,233.00

Delivery Contract Percentage Previous Amount Due Task Payment Amount Complete 40-26 Curb Cuts Phase 2 - Bloomsburg 4,000.00 100.0% 4,000.00 0.00 5a Delivery-ER **Delivery Total:** 0.00

Total Amount Due: 6,3

6,233.00

Approved

#### PLEASE RETURN THIS COPY WITH REMITTANCE

3di-3

### INVOICE

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

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

April 17, 2025



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

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870

3di1-1

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

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

April 17, 2025

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870 HUD Contract No: B-21-MC-42-0026

For services rendered in the administration of Town of Bloomsburg's FFY 2021 HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 7/19/2021.

#### Admin

Aami		isk	Contract Amount	Percentage Complete	Previous Payment	Amount Due
46-26	SEDACOG Admin - Bloomsburg					
	b	Annual Action Plan	4,400.00	100.0%	4,400.00	0.00
	С	CAPER	5,600.00	100.0%	5,600.00	0.00
	d	Citizen Participation	3,000.00	100.0%	2,500.00	500.00
	e	Policy Modifications	1,600.00	100.0%	800.00	800.00
	f	Fair Housing	5,944.00	83.2%	3,500.00	1,444.00
	g	Activities Evaluation	3,533.00	100.0%	3,533.00	0.00
	h	Grant Management	2,600.00	69.2%	1,800.00	0.00
	1	Compliance Review	2,550.00	78.4%	2,000.00	0.00
	j	Technical Assistance	3,300.00	69.7%	2,300.00	0.00
	k	Advice & Assistance	5,333.00	87.2%	4,000.00	653.00
	I	Activity Management	13,686.00	93.8%	12,836.00	0.00
					Admin Total:	3,397.00

Deliv	ery	Contract	Percentage	Previous	Amount Due
	Task	Amount	Complete	Payment	
42-26	Airport Fuel Pump				
	5b Delivery-DBRA	2,560.00	0.0%	0.00	0.00
43-26	Curb Cuts Phase 2 - Bloomsburg				
	5b Delivery-DBRA	1,900.00	100.0%	1,900.00	0.00
45-26	Town Parking Lot				
	5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00
	5b Delivery-DBRA	1,900.00	100.0%	1,900.00	0.00
				Delivery Total:	0.00

# 3dii-2



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

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870

#### INVOICE

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

HUD Contract No: B-21-MC-42-0026

April 17, 2025

Total Amount Due: 3,397.00

ll ( Approved



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

# INVOICE

3di1-3

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870 HUD Contract No: B-21-MC-42-0026

April 17, 2025

For services rendered in the administration of Town of Bloomsburg's FFY 2021 HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 7/19/2021.

#### Admin

Admin		Contract	Percentage	Previous	Amount Due		
	Та	sk	Amount	Complete	Payment		
46-26	SEDACOG Admin - Bloomsburg						
	b	Annual Action Plan	4,400.00	100.0%	4,400.00	0.00	
	С	CAPER	5,600.00	100.0%	5,600.00	0.00	
	d	Citizen Participation	3,000.00	100.0%	2,500.00	500.00	
	e	Policy Modifications	1,600.00	100.0%	800.00	800.00	
	f	Fair Housing	5,944.00	83.2%	3,500.00	1,444.00	
	g	Activities Evaluation	3,533.00	100.0%	3,533.00	0.00	
	h	Grant Management	2,600.00	69.2%	1,800.00	0.00	
	I	Compliance Review	2,550.00	78.4%	2,000.00	0.00	
	j	Technical Assistance	3,300.00	69.7%	2,300.00	0.00	
	k	Advice & Assistance	5,333.00	87.2%	4,000.00	653.00	
	I	Activity Management	13,686.00	93.8%	12,835.00	0.00	
					Admin Total:	3,397.00	

Delivery		Contract	Percentage	Previous	Amount Due	
	Task	Amount	Complete	Payment	,	
42-26	Airport Fuel Pump					
	5b Delivery-DBRA	2,560.00	0.0%	0.00	0.00	
43-26	Curb Cuts Phase 2 - Bloomsburg					
	5b Delivery-DBRA	1,900.00	100.0%	1,900.00	0.00	
4 <b>5-2</b> 6	Town Parking Lot					
	5a Delivery-ER	4,000.00	100.0%	4,000.00	0.00	
	5b Delivery-DBRA	1,900.00	100.0%	1,900.00	0.00	
			288	Delivery Total:	0.00	

3dii-4

#### INVOICE

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

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

Town of Bloomsburg	
Town Hall	
Bloomsburg, PA 17815-1870	

HUD Contract No: B-21-MC-42-0026

April 17, 2025

Total Amount Due: 3,397.00

Approved

### PLEASE RETURN THIS COPY WITH REMITTANCE
diii-1

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

#### INVOICE

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870

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

Denvious

April 17, 2025

Amount Duo

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

Deventeret

#### Admin

Dellamore

			Contract	Percentage	Previous	Amount Due
	Та	sk	Amount	Complete	Payment	
57-26	SEDACOG Admin - Bloomsburg					
	а	5 Year Plan	6,803.00	0.0%	0.00	0.00
	b	Annual Action Plan	3,803.00	100.0%	3,803.00	0.00
	с	CAPER	5,003.00	100.0%	2,500.00	2,503.00
	d	Citizen Participation	2,804.00	100.0%	2,104.00	700.00
	ê	Policy Modifications	1,404.00	100.0%	750.00	654.00
	f	Fair Housing	5,603.00	82.2%	1,500.00	3,103.00
	G	Activities Evaluation	804.00	100.0%	804.00	0.00
	н	Grant Management	1,554.00	100.0%	1,554.00	0,00
	I	Compliance Review	2,354.00	100.0%	2,354.00	0.00
	I	Technical Assistance	1,554.00	100.0%	1,554.00	0.00
	k	Advice & Assistance	1,554.00	100.0%	1,554.00	0.00
	I	Activity Management	1,304.00	100.0%	1,304.00	0.00
					Admin Total:	6,960.00

Delivery		Contract	Percentage	Previous	Amount Due	
	Task	Amount	Complete	Payment		
54-26	East Pine Street Parking Lot					
	5a Delivery-ER	1,333.33	100.0%	1,333.33	0.00	
	5b Delivery-DBRA	3,100.00	100.0%	3,100.00	0.00	
55-26	Pine Street Parking Lot					
	5a Delivery-ER	1,333.33	100.0%	1,333.33	0.00	
	5b Delivery-DBRA	3,900.00	100.0%	3,900.00	0.00	
56-26	West Pine Street Parking Lot					
	5a Delivery-ER	1,333.34	100.0%	1,333.34	0.00	
	5b Delivery-DBRA	3,900.00	100.0%	3,900.00	0.00	
				Delivery Total:	0.00	

3dii-Z

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

INVOICE

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

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870 HUD Contract No: B-23-MC-42-0026

April 17, 2025

Total Amount Due:

6,960.00

Approved

#### INVOICE

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141



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

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870 HUD Contract No: B-23-MC-42-0026

April 17, 2025

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

#### Admin

		Contract	Percentage	Previous	Amount Due
	Task	Amount	Complete	Payment	
57-26	SEDACOG Admin - Bloomsburg				
	a 5 Year Plan	6,803.00	0.0%	0.00	0.00
	b Annual Action Plan	3,803.00	100.0%	3,803.00	0.00
	c CAPER	5,003.00	100.0%	2,500.00	2,503.00
	d Citizen Participation	2,804.00	100.0%	2,104.00	700.00
	e Policy Modifications	1,404.00	100.0%	750.00	654.00
	f Fair Housing	5,603.00	82.2%	1,500.00	3,103.00
	G Activities Evaluation	804.00	100.0%	804.00	0.00
	H Grant Management	1,554.00	100.0%	1,554.00	0.00
	I Compliance Review	2,354.00	100.0%	2,354.00	0.00
	J Technical Assistance	1,554.00	100.0%	1,554.00	0.00
	k Advice & Assistance	1,554.00	100.0%	1,554.00	0.00
	I Activity Management	1,304.00	100.0%	1,304.00	0.00
				Admin Total:	6,960.00

Delivery Previous Amount Due Percentage Contract Task Payment Amount Complete 54-26 East Pine Street Parking Lot 0.00 1,333.33 100.0% 1,333.33 5a Delivery-ER 100.0% 3,100.00 0.00 3,100.00 5b Delivery-DBRA **Pine Street Parking Lot** 55-26 100.0% 1,333.33 0.00 1,333.33 5a Delivery-ER 0.00 3,900.00 100.0% 3,900.00 5b Delivery-DBRA West Pine Street Parking Lot 56-26 0.00 1,333.34 1,333.34 100.0% 5a Delivery-ER 0.00 3,900.00 100.0% 3,900.00 5b Delivery-DBRA 0.00 **Delivery Total:** 

3din-4

#### INVOICE

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

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

201 Furnace Road

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870 HUD Contract No: B-23-MC-42-0026

April 17, 2025

Total Amount Due: 6,960.00

Approved

#### PLEASE RETURN THIS COPY WITH REMITTANCE



roved

3d.V-1

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

#### INVOICE

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870

#### HUD Contract No: B-24-MC-42-0026

April 17, 2025

For services rendered in the administration of Town of Bloomsburg's FFY 2024 HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 6/5/2024.

Admi	11		Contract	Percentage	Previous	Amount Due
	Ta	sk	Amount	Complete	Payment	
62-26	SEDACOG Admin - Bloomsburg					
	а	5 Year Plan	7,000.00	0.0%	0.00	0.00
	b	Annual Action Plan	4,000.00	100.0%	0.00	4,000.00
	С	CAPER	5,200.00	0.0%	0.00	0.00
	d	Citizen Participation	3,000.00	50.0%	0.00	1,500.00
	е	Policy Modifications	1,600.00	0.0%	0.00	0.00
	f	Fair Housing	5,800.00	0.0%	0.00	0.00
	g	Activities Evaluation	1,000.00	100.0%	0.00	1,000.00
	h	Grant Management	1,750.00	42.9%	0.00	750.00
	1	Compliance Review	2,550.00	0.0%	0.00	0.00
	i	Technical Assistance	1,750.00	100.0%	0.00	1,750.00
	ĸ	Advice & Assistance	1,750.00	100.0%	0.00	1,750.00
	I	Activity Management	1,500.00	100.0%	0.00	1,500.00
					Admin Total:	12,250.00

Total Amount Due:

12,250.00

Approved



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

3div-2 INVOICE

COSTARS ITQ 4400007410 COSTARS CONTRACT 4400014141

Town of Bloomsburg Town Hall Bloomsburg, PA 17815-1870 HUD Contract No: B-24-MC-42-0026

April 17, 2025

For services rendered in the administration of Town of Bloomsburg's FFY 2024 HUD HUD Entitlement Program, in accordance with the Professional and Administrative Services Agreement dated 6/5/2024.

#### Admin

	Task	Contract Amount	Percentage Complete	Previous Payment	Amount Due
62-26	SEDACOG Admin - Bloomsburg				
	a 5 Year Plan	7,000.00	0.0%	0.00	0.00
	b Annual Action Plan	4,000.00	100.0%	0.00	4,000.00
	c CAPER	5,200.00	0.0%	0.00	0.00
	d Citizen Participation	3,000.00	50.0%	0.00	1,500.00
	e Policy Modifications	1,600.00	0.0%	0.00	0.00
	f Fair Housing	5,800.00	0.0%	0.00	0.00
	g Activities Evaluation	1,000.00	100.0%	0.00	1,000.00
	h Grant Management	1,750.00	42.9%	0.00	750.00
	I Compliance Review	2,550.00	0.0%	0.00	0.00
	j Technical Assistance	1,750.00	100.0%	0.00	1,750.00
	K Advice & Assistance	1,750.00	100.0%	0.00	1,750.00
	I Activity Management	1,500.00	100.0%	0.00	1,500.00
				Admin Total:	12,250.00

Total Amount Due: 12,250.00

Approved

#### PLEASE RETURN THIS COPY WITH REMITTANCE



DATE 5/29/2025

Mark Conner Electric LLC 1130 Ridge Road Bloomsburg, PA 17815 PH# 570-759-7110

#### AGRER COMMENT Electric ELEC Bloomsburg Public Works Department

ATTN: John Fritz

#### PROPOSAL

jerna i konstrukcija se postala s I	JOB NAME		
	Bloomsburg Pool Main Panel Replacement		
		······	
DES	SCRIPTION		
oply and install 225 amp main breaker panel in pool house at	Bloomsburg Town Pool which includes the following	ng	
E- 225 amp 1/0/240 Volt 3 Phase Parch			
T - 225 amp - 20240 Volt 5 Friase France All branch circuit broakers			
a) 1 - 100A/3P QOB ST			
9) 1 - 20AI2P GOB			
5 - 204/1P QOB			
() 1 - 20A/1P COB-GFI			
1 -90A/2P COB			
Setup PPL interruption and electrical inspection			
Make all final connections and lest for proper vollage.			
Ve propose to provide materials and workmanship to satisfy th	te above specifications for the sum of :	\$3,310.00	
	tis proposal and terms. This proposal may be with		
a pdg 1.5%, per month to any balances carried over 30 days, a	and a sub-sector of the standard base based to self the selferit	i halonana nund	



## **PROJECT APPROACH**

The Town Airport facility has been in need of annual roofing repairs over the past 5-7 years. In July of 2024 the Town was made aware of numerous significant leaks in the existing roofing system and hired a local contractor to investigate and complete new repairs. During these repairs the existing roof rafters were inspected and determined to be in need of replacement. Town has requested a permanent solution to the annual roof maintenance.

The work is broken into two main sections of work; Roofing areas shown below labeled A-E are protected with rubber roofs on minimal slope that are terminated into the stucco wall extensions. It is desired designed a permanent solution to the roof system and construct a sloped roof framing over the existing flat roof areas (shown below)



The second roofing improvements include removal and replacement of existing shingles on the large terminal building.

LIVIC Civil will contract with ZForce Engineering and Miller Rosentel Associates Architects to complete the design and construction phase services.

Please note that it cannot be guaranteed that a new sloped roof structure can easily be constructed on the existing building. Moderate to extensive structural modifications and/or reinforcement may be required to achieve the desired roof configurations and will impact construction costs. These impacts will be reviewed with the Town during the design phase.

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

#### FEES

#### DESIGN AND CONTRACT PREPARATION

1. DESIGN	<b>Budget</b> \$37,500
2. CONTRACT AND TECHNICAL SPECIFICATIONS	\$4,500
 3. CONSTRUCTION ADMINISTRATION	TBD
4. POST CONSTRUCTION	\$TBD
TOTAL:	\$42,000

#### SCOPE OF SERVICES

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

#### **1 STRUCTURAL DESIGN AND BUILDING DESIGN**

- 1. The design team will conduct a detailed site evaluation, survey exiting buildings, and prepare existing roofing drawings.
- 2. The design team will evaluate and make recommendations for the appropriate structural systems to be utilized in construction. Impacts to design include wind, snow, and new dead loads. Appropriate contingency factors will be applied to existing foundations and structural components.
- **3.** The design team will perform pertinent calculations, in accordance with applicable code requirements, to size structural members.
- **4.** Ancillary impacts will be reviewed for code compliance including; express points (due to removal of windows, fire code impacts and confined space requirements.
- **5.** The design team will analyze all structural connections and design new finishes for the newly exposed walls and roofing system including insulation, trims, connections, etc.
- **6.** The design team will review capture and conveyance of roof water and prepare drawings showing discharge of roof leaders that will not impact airport operations and comply with MS4 requirements.
- 7. The design team will prepare the permit packaged and work with the Codes Department to secure the building permit.

#### 2 CONTRACT PREPRATION

 Once the final design is selected, the design team will prepare contract drawings in electronic format for the structural portions of the project. Autodesk AutoCAD software will be utilized for the development of the contract drawings.



- 2. Electronic drawing files in "portable document format" (PDF) will be provided.
- **3.** The design team will prepare technical specifications and contract manual for this work. It is assumed EJCDC documents and license will provide as the template for these documents.
- **4.** ZFORCE will provide addenda items, sketches, and/or other services necessary to assist LIVIC in clarifying the drawings.
- 5. LIVIC Civil will coordinate the advertisement per client requirements and attend the pre-bid meeting. Files (hard copy and electronic) will be provided as required. Addenda's will be provided as required.
- 6. LIVIC Civil will attend the bid opening and verify all required submission information is included. A formal bid tabulation will be prepared and reviewed with the Town. All notifications and supplement information requests; bonds, insurance, etc. will be issued by LIVIC Civil.

#### 3. CONSTRUCTION ADMINISTRATION – Provided as Draft

The following task list is provided as draft. Scope of work may change dependent on funding agency and determination of final design, tenant requested phasing, mechanical coordination, etc.

#### **Pre-Construction Meeting**

LIVIC Civil will attend the pre-construction meeting. Items to be reviewed include schedule, pay rates, traffic/pedestrian impacts, utility interruptions, inspection requirements, etc.

#### Request for Information/Work Change Directives/Change Orders/Applications for Payments

LIVIC Civil will respond to all RFIs and issue Work Change Directives as necessary. All requested Payment Applications, Change Orders, Substantial Completion, etc will be evaluated and prepared as appropriate.

#### Inspection

Inspection will be provided by LIVIC Civil. Daily inspection is anticipated, specifically, we will inspect all pipe backfilling, all concrete pour, asphalt placement and verification of subgrade/subbase resiliency.

#### 4. POST CONSTRUCTION- Provided as Draft

The following task list is provided as draft. Scope of work may change dependent on funding agency and determination of final design, inspection requirements, truss systems, etc.

#### As-Built

LIVIC will complete the as-built information based on contractor provided markups.

#### Permit Closeout

LIVIC will complete the required NPDES Notice-of-Termination documents; application, deed recordings, certifications, etc.

#### Grant/Funding Compliance

LIVIC Civil will provide financial documents, and reports to the funding agencies as required.

# 3hi-4

## ADDITIONAL CONTRACT DETAILS

#### **REIMBURSABLE EXPENSES**

#### Expenses

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

#### Reimbursable Permit Fees/Project Expenses Estimated

Postage, Prints, Mileage, Permit Fees
At Cost

#### ASSUMPTIONS/EXCLUSIONS

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

- Client, property owner, tenant, vendors and other client consultants shall provide project information in a timely manner to allow for timely completion of the above services.
- Application/Permit fees required by plan review agencies are to be paid by client.
- Services required for changes resulting from value-engineering or Peer Review are not included.
- Redesign services during construction resulting from discovery of hidden or changed field conditions or resulting from the Contractor's error or request for design change.
- Design or review of existing building foundations.
- Contractor means and methods designs, including but not limited to shoring design and survey of existing dimensions for fit-up of components for fabrication or installation. Construction sequences. Construction scheduling. Construction site safety programs.
- Design of temporary shoring and bracing for existing walls, floors, or roofs to accommodate the new construction.
- Design of relocated mechanical equipment, should it be required.



October 14, 2024

The Town of Bloomsburg 301 E. 2<sup>nd</sup> Street Bloomsburg, PA 17815 Attn: Lisa Dooley

Re: Roof Repairs Bloomsburg Airport 301 Airport Road Bloomsburg, PA 17815 Providence Project #241634

Dear Lisa:

Providence Engineering (Providence) is pleased to submit our proposal for structural engineering services to be provided for the planned additions and renovations to Bloomsburg Airport located in Bloomsburg, PA.

Our proposal and scope of services are based on our site visit completed on August 16, 2024, and your email dated August 5, 2024.

#### PROJECT DESCRIPTION

As we understand it, the project will include the re-roofing of the airport hangar, mechanic shops, and offices located at the south-east portion of the site. The hanger portion of the roof framing is included in the architectural scope of work, as it is understood that the hanger roof will be replaced in-kind, and architectural roofing details will be included.

The remaining portions of the roof will consist of a new structural system to be installed over the existing roof and will span between existing roof bearing points. The existing structure was not visible to us during our site visit, but photos were provided that showed the roofing peeled back and extensive rot to the decking and joists below. The proposed design will span from exterior walls to interior steel beams. And will consist of either hot-rolled steel channel joists or steel bar joists. Reinforcing of the existing beams and exterior walls will likely be required. Electrical service to each of the buildings will need to be relocated by a licensed electrician. No allowance for electrical, mechanical, or plumbing engineering work is included in this design.

#### STRUCTURAL SCOPE OF SERVICES

- A. Structural Engineering Services
  - 1. In coordination with The Town of Bloomsburg (Bloomsburg), Providence will evaluate and make recommendations for the appropriate structural systems to be utilized in construction.



- 2. Providence will attend up to 3 virtual meetings (via Go-to-Meetings or similar method) with the client.
- 3. Providence has included a kick-off meeting and design review meetings at Bloomsburg's office during the design phase for progress review of the design. Tentatively scheduled, there will be 30%, 60% and 90% review meetings.
- 4. Providence will perform pertinent calculations, in accordance with applicable code requirements, to size structural members.
- 5. Providence will prepare contract drawings in electronic format for the structural portions of the project. Autodesk Revit software will be utilized for the development of the contract drawings in accordance with Providence's standard terms and conditions for BIM implementation.
- 6. Providence REVIT modeling or AutoCAD drafting of existing structural elements is limited to those portions of the structure directly affected by the proposed renovation(s) and/or addition(s).
- 7. Electronic drawing files in "portable document format" (PDF) will be provided to Bloomsburg at the completion of the construction document phase for producing bid or contract documents. Reproduction and publishing of bid, construction and/or contract documents will be performed by others and is not included in this proposal.
- 8. Contract documents will be provided in PDF format only. Any and all data or files that are provided (if any) in digital format including, but not limited to AutoCAD or Revit, are for convenience only and do not constitute contract documents. Providence offers no warranties, expressed or implied, regarding the accuracy of such digital files.
- 9. Providence will include structural notes on the drawings that define the structural material specifications for the project.
- 10. Providence will provide permitting drawings stamped by a Professional Engineer registered in the project's jurisdiction. Providence will respond to and make appropriate changes for comments by the Code Official or the reviewing agency before the permit is issued.
- 11. If the site survey option is selected, Providence will visit the site to record existing conditions for the purpose of preparing the construction drawings. If existing areas are not accessible, Providence will assume existing conditions to complete the documents. The subject areas will require verification by the contractor and may require Providence review once demolition commences. These areas will be considered as hidden conditions. Providence has made no allowance for review of, or additional engineering service for varying hidden conditions discovered during construction as part of this scope of work.
- 12. If the 3D laser scanning option is selected in lieu of the site survey is provided in the compensation section. Due to the multi-level elevations of the roofs, we recommend 3D scanning to provide a more accurate model of the existing conditions.
- B. Construction Phase Services





PROJECT NO. 241634 August 29, 2024 Pg. 3 of 12

- Providence will review and take appropriate action on the Contractor's reviewed and approved structural material submittals and shop drawings. Review of such submittals is not conducted for the purpose of determining the accuracy and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the contract documents. Providence's review is to determine compliance with the design intent.
  - a. Providence will review each submittal type up to two (2) times. Additional review time beyond two (2) reviews will be compensated on a time and expense basis in accordance with the hourly rate schedule attached.
  - b. Providence will provide a submittal review response within ten (10) business days of receipt.
- 2. Providence will review and respond to contractor's Request for Information (RFI). If the appropriate information is provided with the RFI, Providence will provide a response within five (5) business days of receipt.
- 3. Upon review of required special inspection reports, Providence will provide a final letter regarding completion of special inspections requested on the project for structural work. Special inspections reports will be prepared by others in accordance with the contract documents.
- 4. No site visits during construction are included in this proposal scope; site visits are recommended and may be added to our scope upon your request for an additional fee. Construction site visits allow Providence to maintain awareness of the job progress and to observe, as an experienced design professional, the progress and quality of the work. Based upon information obtained during such visits, Providence shall endeavor to determine if such work is proceeding in general accordance with the contract documents for that portion of the work within the Engineer's responsibility.

The Engineer shall not, during site visits, supervise, direct or have control over the Contractor's work, nor shall the Engineer have authority or responsibility for the means, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. Accordingly, the Engineer can neither guarantee the performance of the construction contracts by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform his work in accordance with the contract documents.

#### ARCHITECTURAL SUB-CONSULTNT SCOPE OF SERVICES

- 1. If the site survey option is selected, visit the site one time to review the existing conditions.
- 2. If the 3d Laser scan option is selected, review the laser scan work and consult on the adequacy of the resultant BIM file and PDF files provided by Providence for the roof and elevation studies.



PROVIDENCE

- PROJECT NO. 241634 August 29, 2024 Pg. 4 of 12
- 3. One meeting with the Providence drafting staff to review the 3-d model of the roof areas and building elevations. This meeting may be interactive and may provide the design needed to continue with the drafting and preliminary design drawings and model.
- 4. Provide roof and exterior elevation sketch studies for the design of the new sloped roof areas if needed after the interactive design session with the drafting staff and Engineer. 3 design iterations are included in this fee proposal.
- 5. Review the Preliminary design drawings and model and provide support in the Client presentation.
- 6. Meet with the Engineer to help determine the structural system(s) for supporting the new roof structure.
- 7. Assist in detailing the roof and flashing systems and assist in developing final details
- 8. Review Permit and Construction drawings prior to submission. Sign and seal any drawings that need to be submitted, if required.

#### EXCLUDED WORK

The following items are excluded from Providence's scope of work:

- A. Estimates of probable construction cost.
- B. Redesign services during construction resulting from discovery of hidden or changed field conditions or resulting from the Contractor's or Architect's error or request for design change.
- C. Changes, modifications, or revisions to any plans or data that are requested by the client, or the owner's designated representative, when such revisions are not in compliance with applicable building codes and regulations, or when any requested revisions occur after the building permit is issued.
- D. Design of new foundation systems.
- E. Contractor means and methods designs, including but not limited to shoring design and survey of existing dimensions for fit-up of components for fabrication or installation. Construction sequences. Construction scheduling. Construction site safety programs.
- F. Design of temporary shoring and bracing for existing walls, floors or roofs to accommodate the new construction.
- G. Analysis of existing structural members for stiffness or vibration performance when proposed renovations include removal of walls that dampen the structural system.
- H. Civil, electrical, fire protection, geotechnical, material handling, refrigeration, mechanical, or plumbing engineering design.
- I. Participation in a value engineering (VE) effort.
- J. Preparation of bound specifications.

Ļ

- K. Permit application fees and submission of drawings for permit.
- L. Modifications, design phase review, or construction phase review required for inclusion of panelized/modular construction methods.
- M. Equipment rental of any kind.
- N. Continuous or resident onsite construction observations.
- O. Preparation of As-Built drawings.
- P. Reproduction of shop drawings that are received electronically.
- Q. Design of site-related structures, such as retaining walls, not attached directly to the building structure.
- R. Canopies and/or porte cocheres, unless specifically identified in the Project Description section.
- S. Meetings with Review Agencies.
- T. Providence is not required to perform a structural evaluation of the entire existing facility. The Providence scope of work is limited to areas of proposed modifications specifically identified by the Client for Providence review at interface with new construction and indicated within the scope of work.
- U. Providence has no involvement and will provide no analysis or design to upgrade the existing building's lateral force resisting system to meet current wind and seismic code requirements.
- V. Providence is not required to provide analysis of the existing structural systems to assess their load carrying capacity with the exception of those required for snow drifting resulting from the proposed adjacent construction. Providence has not included in this proposal design of reinforcing the existing structure due to additional snow drift loading, if required. This design work can be performed as an additional service.
- W. Any other service or cost not specifically stated herein.

#### COMPENSATION

Providence will provide the services listed above for the **lump sum fee** of **Thirty-Eight Thousand Dollars and Zero Cents \$38,000.00)** with the following breakdown by phases:

Site Survey and Model: Structural Construction Document Phase: Architectural Construction Documents: Construction Phase: \$10,000.00
\$20,000.00
\$8,000.00
Construction phase services will be provided on a time and expense basis per the attached fee schedule.

The **site survey and model** option above may be replaced with the **3D Laser scanning option for \$8,000.00**. This fee is an estimate, and the final cost will be provided once the scanning consultant has been selected.





PROJECT NO. 241634 August 29, 2024 Pg. 6 of 12

The various phases noted above will be invoiced on a percentage completion basis.

In the event additional services beyond those identified in our scope of work are required by Bloomsburg or by circumstances beyond our control, Providence will furnish such services upon written authorization of Bloomsburg. Payment for additional services will be charged on a time and expense basis in accordance with the attached rate schedule or otherwise agreed upon lump sum.

The Providence scope of work and fee is based upon a continual progression from schematic design through construction documentation. If the project is put "on hold", there is no allowance included for additional effort associated with project "re-start".

#### **CLIENT RESPONSIBILITIES**

Bloomsburg shall provide all criteria and full information as to the requirements for the project including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Providence may rely upon the accuracy of the furnished information without verification. Information will include, but not be limited to, the following:

A. Provide access and all equipment including ladders, hoisting equipment and certified operators to complete field observations and/or measurements.

This proposal is valid for a period of 90 days from the date above and outlines our scope of services. This proposal, along with the attached terms and conditions, may be used as an agreement between us to perform the work. Please sign this proposal and return it to us as formal direction to proceed upon the project.

If the above proposal does not reflect your understanding of our engagement, or if there are any questions, please contact us. If we do not hear from you before we are given verbal or written notice-to-proceed, we will assume that the requirements set forth in this proposal and the Terms and Conditions are acceptable and will serve as our agreement.

Further, once we are given verbal or written notice-to-proceed, if we have not received other contractual information from you, we will commence our work using invoicing and/or other means understanding that such action(s) will serve in the place of your signature below and utilizing only the attached Terms and Conditions as the agreement between our firms. Contracts, Master Service Agreements (MSA), Purchase Order (PO) terms and Release of Lien (RoL) documents received after such notice-to-proceed will not be reviewed and will have no bearing or legal holding on this project.

If a contract or other document(s) with contractual language is received for our review either prior to or after our notice to proceed, we reserve the right to charge an additional lump sum fee of \$800.00 for the expenses associated with the review (including Providence contract review time and legal fees) of the Contracts, MSA, PO, and/or RoL documents. This lump sum expense item will be billed separately and is in addition to the contract fees stated above. In addition, Providence's modification of such legal documents received prior to or after our notice to proceed shall not affect timely receipt of payment for our services or legal review.



364-1

PROJECT NO. 241634 August 29, 2024 Pg. 7 of 12

The Parties understand that the terms and conditions of this Proposal shall govern if Providence is provided a notice to proceed or directed either orally or in writing to start work even in the absence of a fully signed proposal. In such a case all terms and conditions from the Proposal shall be applicable and you will be responsible for paying Providence's fees and expenses. Providence reserves its right to withdraw this proposal with written notice and at Providence's convenience.

Sincerely,

Elling & Arti

Edward H. Starr Senior Project Manager

Accepted by:

\_\_\_\_\_ Date: \_\_\_\_\_

Bloomsburg

3hil-8

PROJECT NO. 241634 August 29, 2024 Pg. 8 of 12

#### **RATE SCHEDULE**

Effective: February 1, 2024

Principal	\$215.00/hour
Senior Consultant	\$205.00/hour
Associate	\$200.00/hour
Senior Project Manager	\$180.00/hour
Project Manager	\$155.00/hour
Project Engineer	\$140.00/hour
Design Engineer II	\$125.00/hour
Design Engineer I	\$110.00/hour
Intern	\$75.00/hour
Designer	\$125.00/hour
CAD Operator II	\$100.00/hour
CAD Operator I	\$80.00/hour
Admin/Technician	\$65.00/hour

The above rates include all support and ancillary costs such as those for taxes and insurances, phone, facsimile and e-mail, mail, postage, and overnight couriers, computer hardware and software, in-house copying and reproduction, travel to locations within 50 miles of our office, and overhead and profit.

Should the work require out-of-house reproduction and publishing, we will perform the extra service and will charge for those services at **cost-plus 10%**. Should the work require (one way) travel to locations more than 50 miles from our office, we will charge for that mileage at the IRS standard mileage rate.

Should the work require the services of sub consultants in other disciplines, we will obtain and coordinate those services and invoice for those services at **cost-plus 10%**.



#### PROJECT NO. 241634

August 29, 2024 Pg. 9 of 12

#### PROVIDENCE ENGINEERING TERMS AND CONDITIONS

PROVIDENCE

Entire Agreement. This Agreement constitutes the sole, final, and entire agreement and understanding between you ("Client") and Providence Engineering ("Providence"). Providence shall not be bound by any terms, conditions, statements or representations, oral or written, not contained herein. This Agreement may not be changed orally, but only by an agreement in writing signed and executed by the Party against whom enforcement of any waiver, change, modification, consent, or by whom discharge, is sought.

Binding Agreement/Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Client and Providence, as well as both of our respective successors and permitted assigns. Except as expressly permitted herein, Client may not assign or otherwise transfer any rights, interests or obligations under this Agreement without the prior written consent of Providence, which consent may be withheld in the sole and absolute discretion for any reason whatsoever or for no reason.

<u>Standard of Care.</u> Client recognizes that Providence's services require decisions which are not based upon pure science, but rather upon judgmental considerations, including economic feasibility of alternate designs. Providence shall perform the services in accordance with generally accepted engineering practices for the project and location at that time. Services are rendered without any other warranty, expressed or implied, and Providence shall be responsible solely for its own negligence.

<u>Construction Costs</u>. Client shall advise Providence in writing before design commencement of any budgetary limitations for the overall cost of construction. Providence shall endeavor to work within such limitations and will, if requested, submit to Client an opinion of probable construction costs as an additional service. Such estimates will represent Providence's best judgment, but do not represent that bids or negotiated prices will not vary from such construction cost estimates furnished by Providence. Client acknowledges that neither Client nor Providence has control over the costs of labor, materials, or methods by which the contractors determine prices for construction.

**<u>Failure to Make Payment</u>.** If the Client fails to make payment when due for services and expenses, Providence may, upon seven days written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Providence within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Providence shall have no liability to the Client for delay or damage caused because of such suspension of services. Further, Providence has the right to pull its record drawings.

Subconsultants. Providence has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist in the performance of the services required.

Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either of us against the other arising out of or related to this Agreement, if it prevails, Providence shall be entitled to recover its actual attorneys, expert witness, and accountants' fees along with all out-of-pocket expenses and court costs from Client.

<u>Counterparts</u>. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Limitation of Liability. Providence's total liability to Client for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including Providence's professional negligent acts, errors, or omissions, shall not exceed if applicable Providence's compensation for reports or opinions, or otherwise the lesser of \$25,000 or the total compensation received by Providence hereunder, except as otherwise provided under this Agreement, and Client hereby releases and holds harmless Providence from any liability above such amount. Additionally, the client will retain and maintain applicable liability insurance for their coverage of their business operations and their projects during the applicable duration of the project's statutes of limitations.

Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Severability. It is the intention and agreement of the Parties that, to the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective, valid and enforceable in accordance with its terms under applicable law. If any provision or any part of any provision of this Agreement is deemed invalid or unenforceable under applicable law, the remainder of this Agreement and of such provision shall not be affected thereby, and shall be interpreted so as to be fully enforceable to the extent of the valid portions thereof.

**Governing Law: Venue.** The provisions of this Agreement shall be governed by the laws of the State of Pennsylvania, without regard to the conflicts of laws and provisions thereof. Any suit involving any dispute or matter arising under this Agreement may only be brought in the State Courts within Lancaster County, Pennsylvania or the United States District Court for the District of Pennsylvania. The Parties hereto hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.



PROJECT NO. 241634

August 29, 2024 Pg. 10 of 12

Dispute Resolution. Upon written notice of any dispute arising out of this Agreement, the Parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within 15 days (the "Negotiation"). If the dispute has not been resolved by Negotiation, then the Parties shall proceed to mediation unless the Parties at the time of the dispute agree to a different timeframe in writing. The Parties shall agree on a mediator; however, if they cannot agree within 15 days then they shall consent to the appointment a neutral mediator by a Judge of the Court of appropriate jurisdiction and venue. During the mediation, no Party can assert the failure to fully comply with the Negotiation, as a reason not to proceed or to delay the mediation. Each side shall bear an equal share of the mediation costs unless the Parties agree otherwise. All communications, both written and oral, during Negotiation and Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

<u>Right of Entry</u>. Client agrees to provide rights of entry and all permits and permissions necessary for the completion of Providence's service under the agreement at no cost to Providence.

**<u>Re-Use of Documents</u>**. All documents, including Drawings and Specifications, prepared by Providence pursuant to this project are instruments of service. They are not intended or represented to be suitable for re-use by the Client or others on extensions of this project or any other project. Any re-use without written verification or adaption by Providence for the specific purposes intended will be at the Client's sole risk and without liability to Providence, and the Client shall indemnify and hold harmless Providence from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaption will entitle Providence to further compensation on rates to be agreed upon between Providence and the Client.

<u>Alterations to Existing Structures.</u> Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending large sums of additional money, or destroying otherwise adequate or serviceable portions of the building, Client agrees that except for negligence on the part of Providence, Client will hold harmless and indemnify Providence for and against any and all claims, damages, awards and costs of defense arising out of the professional services provided under this document.

Authority to Sign. The individual assigning this Agreement warrants that he has authority to sign as, or on behalf of, Client for whom or for whose benefit Providence's services are rendered.

<u>Compensation</u>. Compensation for services shall be in accordance with the method of charging for professional services specified in the Proposal Letter. Invoices will be issued every two weeks or monthly (depending on project) for services rendered and expenses to be reimbursed payable within thirty (30) days of receipt of the invoice. Interest of 1-1/2% per month will be charged on accounts not paid within thirty (30) days from the date of invoice. Payment to Providence by Client is not contingent on Client receiving monies due Client from 3rd party. Providence is to be paid for work completed (in keeping with project schedule) regardless of whether or not Client receives payment for that work. Changes affecting the scope of services initiated by the Client or due to unforeseen project conditions will necessitate modification of the compensation charged.

<u>Hazardous Materials</u>. Providence and Providence's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

<u>Termination</u>. The obligation to produce further services under this document may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Providence shall be paid for all services to the date of termination, all reimbursable expenses and termination expenses.

Force majeure. Neither party shall be liable for damages or other claim due to default if such default is caused by or in any manner relates to conditions beyond its control, including but not limited to: an act of God (including but not limited to, fire, explosion, earthquake, sinkhole, hurricane, or other weather condition); government restrictions (including but not limited to travel or meeting restrictions imposed or recommended by government authority); emergency or disaster (whether or not declared by government authority); war or hostilities; riots or other conditions presenting a safety concern; strike, lock out or act or threat of civil disorder; act or threat of terrorism; health or safety concern relating to possible existence of infectious disease.



2011-11

#### PROJECT NO. 241634

August 29, 2024 Pg. 11 of 12

## PROVIDENCE

#### STANDARD TERMS AND CONDITIONS OF BIM IMPLEMENTATION

#### Between Providence Engineering, hereafter Providence; and Client, named in proposal, hereafter the Client.

**GENERAL** – The information herein outlines the standard efforts and expectations of project coordination through the implementation of Building Information Modeling (BIM). Deviations from this standard are acceptable provided the exceptions are clearly described in the contract proposal or BIM Execution Plan. The Client recognizes that the Model is for design coordination only. The final project deliverable and contract binding documents are the design drawings, in "portable document format" (PDF) only, for the project which correlate to the Model.

**SOFTWARE** – Providence will utilize Autodesk Revit as the design authoring software to develop the project Model. The Client understands that the project Model must be developed in a software release available through the current Autodesk subscription. Providence does not have the ability to deliver Models in outdated versions of Autodesk Revit.

**TRANSMISSION OF PROJECT MODELS AND DRAWINGS** – Providence will provide a current PDF set of the project drawings in addition to the project Model for all coordination and milestone submissions. The Client agrees to provide PDF sets of the Client's and consultants drawings with all project updates. The Client recognizes Providence will issue coordination Models no more than a weekly frequency.

**PROJECT SHARED PARAMETERS** – When shared parameters are required to maintain proper information transmission between linked Models, the Client will provide the project shared parameters file by the completion of the design development phase.

**PROJECT LOCATION, ELEVATION & DATUM** – The project location, elevations and datum shall be established in the Client's Model by the completion of the design development phase. Providence agrees to orient the Model to align with the locations defined by the Client.

**PROJECT STRUCTURAL COLUMN GRID** – The final project column grid will be defined by the Providence. The Client understands that Providence will generate the contract drawings depicting the column grids established in Providence's Model.

**LEVEL OF DEVELOPMENT (LOD) OF MODELED PROJECT COMPONENTS** – The following standards pertain to contracted design components within the final coordination Model developed by Providence. The Client recognizes that the modeled elements will be at lesser LOD during schematic and development project phases.

Component	Standard LOD	Description
Slabs on Ground	200	Providence Element modeling to include: Overall size and geometry of the slab element External dimensions of the members Main openings such as elevators and other shafts Element modeling not by Providence: Sloping surfaces, floor depressions, or edge turndowns
Foundations	300	Elements are modeled to the design-specified size and shape of the foundation.         Providence Element modeling to include:         Overall size and geometry of the foundation element         External dimensions of the members         Elevations based on design bearing depth and site grading         Element modeling not by Providence:         Geotechnical Bearing Strata         Site grading
Elevated Slabs & Decks	300	<ul> <li>Providence Element modeling to include:</li> <li>Overall size and geometry of the slab or deck element</li> <li>Representation of anticipated deck profile with correct orientation indicated by symbol &amp; notes only</li> <li>Opening locations are prescriptively defined with notes for additional miscellaneous framing</li> <li>Elevations based on project Datum</li> <li>Element modeling not by Providence:</li> <li>Miscellaneous slab edge and deck closure components; roof deck</li> <li>Sloping surfaces, floor depressions, or edge turndowns</li> </ul>
Superstructure Framing	300	<ul> <li>Elements are modeled to the design-specified size and shape of the column, beam, joist or main-lateral-force-resisting system bracing.</li> <li>Providence Element modeling to include: <ul> <li>Specific sizes of main structural members modeled per defined structural grid with correct location and orientation</li> <li>Opening locations are prescriptively defined with notes for additional miscellaneous framing</li> <li>All sloping surfaces included in model element with exception of elements affected by manufacturer selection</li> <li>Elevations based on project Datum</li> </ul> </li> <li>Element modeling not by Providence: <ul> <li>Wood or Metal Studs</li> </ul> </li> </ul>





3hii-12
PROJECT NO. 241634
August 29, 2024
Pg. 12 of 12

		- Connections, gussets, fastening and hold-down components
Superstructure Framing (continued)		<ul> <li>Miscellaneous framing, bracing for tops of masonry or stud walls; kicker bracing at exterior walls and bridging components</li> </ul>
Structural Shear Walls	100	Shear wall elements are generically modeled for design documentation internal to Providence. The model shear wall elements are not intended for coordination with the other design disciplines. The wall elements will be assigned to an individual workset.
Open Web Steel Joists	200	Elements are modeled to the design-specified depth of the joist.         Providence Element modeling to include:         -       Approximate overall size and centerline location of the joist element         -       Joist seat depth         -       Joist orientation         -       Elevations based on project Datum         Element modeling not by Providence:         -       Actual final profile with accurate panel point locations         -       Bracing and bridging components
Structural Site Walls	300	<ul> <li>Elements are modeled to the design-specified size and shape of the wall and foundation.</li> <li>Providence Element modeling to include: <ul> <li>Overall size and geometry of the wall and foundation element</li> <li>External dimensions of the members</li> <li>Elevations based on design bearing depth and site grading</li> </ul> </li> </ul>
Typical Exterior & Site Stairs	000	Elements not modeled by Providence. Representation of design intent the responsibility of the Client. Structural design requirements to be a 2D representation on the contract drawings only.
Typical Interior Stairs	000	Deferred design not by Providence. Representation of design intent the responsibility of the Client.
Wood & Metal Trusses & Manufactured Framing	000	Deferred design not by Providence. Design intent to be a 2D representation on the contract drawings only.
Lintels & Headers	000	Elements not modeled by Providence. Design intent to be a 2D representation on the contract drawings only.
Railing & Ladders	000	Elements not modeled by Providence. Representation of design intent the responsibility of the Client. Structural design requirements to be a 2D representation on the contract drawings only.
Pre-engineered Metal Building	000	Deferred design not by Providence. Representation of design intent the responsibility of the Client.

#### MINIMUM EXPECTATIONS OF CLIENT LOD OF MODELED PROJECT COMPONENTS -

Component	Standard LOD	Description
Wall Assemblies	300	<ul> <li>Client element modeling to include:</li> <li>Specific overall thickness which accounts for veneer, insulation, airspace, backup, and interior skin for the wall system</li> <li>Nominal dimensioned of wall openings for windows, doors, and large mechanical penetrations</li> <li>Elevations based on project Datum</li> <li>Appropriate walls defined as <i>Structural</i> through coordination with Providence</li> </ul>



- 1. Hangar project to remain on the top priority
  - I compiled a full grant listing for the Town and the LSA grant of \$200,000 will expire 6/30/2027.
- 2. Land acquisition/ obstruction removal Below is a summary of existing obstructions taken from page 3-24 of the Master Plan (page 92 of 214).

EXISTING OBSTRUCTION SUMMARY					
SURFACE	OFF-AIRPORT PARCELS IMPACTED	OBSTRUCTIONS OFF AIRPORT (AC)	OBSTRUCTIONS ON AIRPORT (AC)	TOTAL ACRES	
ALL P77, TSS	17	1.23	0.48	1.71	
P77 APPROACH, TSS	5	0.33	0.15	0.48	
TSS	0	0	0	0	

P77: FAR Part 77, TSS: Threshold Siting Surface, OCSS: PAPI Obstacle Clearance Surface All acreages are approximate

- 3. General Parking- mill and overlay (facilities erosion- infrastructure/ main building)/ Fencing to separate airside and general parking
- 4. Beacon
- 5. Equipment- plows/ mowers
- 6. Repavement of existing infrastructure Priority to be the northern portion of the apron
- 7. Spraying/ crack sealing existing infrastructure Also include remarking. These projects represent routine maintenance and should be completed every 3 to 5 years. If the Town has crews that can do this work, the State will provide funding for crack sealant and paint materials.
- 8. PAPI & REIL (Precision Approach Path Indicator) and REIL (Runway End Identifier Light)
- 9. General maintenance category- concrete steps/ Columbia Aircraft roof (75/25) I think Council will be voting to do the work in 2025 so this might be taken off the list.



#### 9 Marshard V. Frank Strand Arthread Strandson (1997) T

AND THE REPORT OF A DESCRIPTION OF A DESCRIPANTO OF A DESCRIPTION OF A DESCRIPTION OF A DESCRIPTION OF A DES

Prepared For:

Town Of Bloomsburg

Lisa Dooley 301 E 2nd Street

Bloomsburg, Pennsylvania 17815

P: E: klooley@bloomsburgpa.org

Contract:

Prepared by: RTI Hope Snyder-Moore 105 Gateway Dr. PO Box 1547 North Sioux City, SD 57049

P: 866.804.4388 E: hsnyder-moore@1rti.com Quote #133055 v1

Paga: 1 of

Date Issued: 05.12.2025 Expires: 06.11.2025

TWHS-T0028	Device Dispos	al				\$25.00	35	\$875.
			÷ .				Subtotal:	\$875.
				Ciril Str				4 010

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



COLUMN A

Propared For: Town Of Bloomsburg

Lisa Dooley 301 E 2nd Street

Contract:

Bloomsburg, Pennsylvania 17815 P: (570) 485-7123 E: Idooley@bloomsburgpa.org Prepared by: Riverside Technologies, Inc.

Dave Schaar 724 N 109th Court Omaha, ne 68154

P: 866.804.4388 E: dschaar@riversidetechnologies.com

## Quote #DS127681 v1

Date Issued: 02.13.2025 Expires: 06.20.2025

Total:

\$1,255.00

Hurdware		Price	Qiy -1	Ext. Priça
DS923+ with (4) 4TB Hard drives	DS923+ with (4) 4TB Hard drives	\$1,255.00	1	\$1,255.00
DS923+	Synology DiskStation SAN/NAS Storage System - 1 x AMD Ryzen R1600 Dual- core (2 Core) 2.60 GHz - 4 x HDD Supported - 54 TB Supported HDD Capacity - 0 x HDD Installed - 4 x SSD Supported - 54 TB Supported SSD Capacity - 0 x SSD Installed - 4 GB RAM D		1	
ST4000NT001	Seagate IronWolf Pro 4 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - Conventional Magnetic Recording (CMR) Method - Server, Workstation, Storage System Device Supported - 7200rpm - 512e Format		4	
			Subtotal:	\$1,255.00
Quoingsummary				Amount
Hardware				\$1,255.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.





# **WHEILING**

Prepared For:

Town Of Bloomsburg

Lisa Dooley 301 E 2nd Street

Contract

Bloomsburg, Pennsylvania 17815 P: 570-784-7123 x123 or 111 E: idooley@bloomsburgpa.org

Prepared by. RTI

Dave Schaar 105 Gateway Dr. PO Box 1547 North Sioux City, SD 57049

P: 866.804.4388 E: dschaar@riversidetechnologies.com Quote #DS131770 v1

Date Issued: 04.18.2025 Expires:

fing) are			Rrice	¦∜Qly		Exi. Price
RTI	UPS and Services		\$5,232.00	1	100 M	\$5,232.0
N1C.L1500	N1C L-Series 1500VA /1350W UPS 120V			1		•
	Topology: Online Double Conversion					
	Power Rating: 1500VA / 1350W (120/120V) Battery: Internal Lithium Iron Phosphate					
	Input: (1) 5-15P Output: (6) 5-15R					
	Dimensions (LWH): 22.6 x 17.2 x 3.4 (2U) Weight: 44lbs					
	Warranty:10 Year on Electronics and Battery with registration Network: includes SNMP Card with monitoring software suite					
	includes: Tower or Rack mounting hardware		а.			
N1C.C1000	C-Series 1000VA / 900W UPS 120V			1		
PDU1215	Eaton Tripp Lite Series 1.8kW Single-Phase 120V Basic PD Outlets, NEMA 5-15P Input, 15 ft. (4.57 m) Cord, 1U Rack-N 15R - 15 - 1U 19'' Rack-mountable	U, 13 NEMA 5-15R Jount - 13 x NEMA 5-		1		
RTI-SVC	RTI Professional Services			1		
	<ul> <li>Install UPS Unit in the Townhall server room</li> </ul>					
	Install UPS In Ticketing closet					
	Troubleshooting		`			
Ti is not responsible	for any electrical work required for installation of the UPS's.					
				Subtotal:	a na di Cara di	\$5,232.00
		PR-ZONE ST		- C.M M.		. Ann thi
				nige in se		\$5,232.00
Hardware						
				Total:		\$5,232.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

05.18.2025



# f Bloomspurg - Police Papariment NIC URS

Prepared by:

Propared For Town Of Bloomsburg

Lisa Dooley 301 E 2nd Street

Contract:

Bloomsburg, Pennsylvania 17815 P: 570-784-7123 x123 or 111 E: Idooley@bloomsburgpa.org RTI Austin Peters 105 Gateway Dr. PO Box 1547 North Sioux City, SD 57049

P: 866.804.4388 E: dschaar@riversidetechnologies.com Quote #DS131181 v3

5d

Date Issued: 04.09.2025 Expires: 05.31.2025

Eaton Tripp Lite Series 2.4kW Single-Phase Local Metered PDU, 120V (12 5-15/20R), L5-20P / 5-20 120V Input, 15 ft. (4.57 m) Cord, 1U Rack-Mount - 12 x NEMA 5-15/20R - 1U 19" Rack-mountable, Zero U 19" Vertical Rackmount" NIC L-Series 2200VA / 1980W UPS 120V Topology: Online Double Conversion Power Rating: 2200VA / 1980W (120/120V) Battery: Internal Lithium Iron Phosphate Input: (1) C19 to 5-20P Output: (6) 5-15/20R Dimensions (LWH): 24.4 x 17.2 x 3.4 (2U) Weight: 60lbs Warranty: 10 Year on Electronics and Battery with registration Network: Includes SNMP Card with monitoring software suite Includes: Tower or Rack mounting hardware	)P,	2	
Topology: Online Double Conversion Power Rating: 2200VA / 1980W (120/120V) Battery: Internal Lithium Iron Phosphate Input: (1) C19 to 5-20P Output: (6) 5-15/20R Dimensions (LWH): 24.4 x 17.2 x 3.4 (2U) Weight: 60lbs Warranty: 10 Year on Electronics and Battery with registration Network : Includes SNMP Card with monitoring software suite		2	
Power Rating: 2200VA / 1980W (120/120V) Battery: Internal Lithium Iron Phosphate Input: (1) C19 to 5-20P Output: (6) 5-15/20R Dimensions (LWH): 24.4 x 17.2 x 3.4 (2U) Weight: 60lbs Warranty: 10 Year on Electronics and Battery with registration Network : Includes SNMP Card with monitoring software suite			
TI is not responsible for any electrical work required for installation of the UPS			
RTI Professional Services		1	-
		Subtotal:	\$7,227.00
		A STATE DUT Y	
oviardes (United)			\$7,227.0

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

A1283
State and the second
The second s

	J
	1
DATE	
4/3/2025	

Mark Conner Electric LLC 1130 Ridge Road Bloomsburg, PA 17815 PH# 570-759-7110

#### Mark Conner Electric LLC

Bloomsburg Public Works Department

ATT'N' John Fritz

## PROPOSAL

	JOB NAME
	Bloomsburg Police Department IT Receptacles
and a state of the second state and a second state opening to provide a state of the second state of the	
main and metric distances and the second states of the second	DESCRIPTION
what and similar donna notices to the the p	ackup in the Bloomsburg Police Department which includes the following:
4 - 120 Voit 20 Amp Duplex Spec Grade Receptacles	
4-20 Amp single pole breaker QOB120	
4 - 120 volt circuits installed using 12-2 MC Coble	
Make all final connections and test for propper voltage.	
·	
	•
propose to provide materials and workmanship to satisfy	the above specifications for the sum of : \$1,350.0