### BLOOMSBURG TOWN COUNCIL MEETING COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM) MONDAY, June 23, 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: https://us02web.zoom.us/j/4569203798.

### Call to order.

### Pledge of Allegiance.

### Council remarks.

 An executive session was held on 6/18/2025 regarding a Public Works personnel matter from 11:05 a.m.- 12:17 p.m.

### Citizens to be heard.

Reflection of service.

### FFY 2025 Annual Action Plan- Final Public Hearing.

-A motion to repeal Chapter 13, part 6 of the Code of Ordinances of the Town of Bloomsburg entitled "Food Vendors and Street Vendors" in its entirety and enacting the provisions of this ordinance as Chapter 13, Part 6 of the Code of Ordinances of the Town of Bloomsburg.

<u>-A motion to amend Chapter 21, Streets and Sidewalks, of the Code of the Town of Bloomsburg;</u> <u>Establishing Regulations Governing the Construction, Maintenance, and operation of Facilities</u> within the <u>public Rights-of-way of the Town of Bloomsburg</u>.

Resolution 06.23.2025.01- Five-County Regional Solid Waste Management Plan.

Approval of the minutes from the June 9, 2025 Council meeting.

Approval of the minutes from the June 18, 2025 Special Council meeting.

#### 1. DEPARTMENT REPORTS.

- a. Fire department.
- b. Airport.
- c. Parking report.

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

- a. <u>Approval of accepting the resignation of Dan Fox from the Public Works Department, with</u> his last working day being June 13, 2025.
- b. Approval of accepting the resignation of Greg Ash from the Code Enforcement Department, with his last working day being June 23, 2025.

- c. Approval to advertise an operator/ laborer position in the Public Works Department.
- d. Approval to advertise a Code Enforcement position at an annual rate of \$45,000.
- e. Approval of an \$8,000 annual salary increase for Kyle Bauman and Michael Reffeor (listed in alphabetical order).
- f. Approval to hire a Public Works Director at the rate of \$65,000 and a 6-month probationary period with an effective date of June 24, 2025.
- g. Approval of accepting the resignation of Janine Penman from the Shade Tree Commission.
- h. Approval of appointing Nancy Dombrosky to the Shade Tree Commission with a term ending 12/31/2027.
- i. Approval to advertise for a Seasonal Codes staff position at an hourly rate of \$15 to not exceed 60 days unless extended by Town Council. This position would assist with inspections and the intake window. For reference, Barry Isett & Associates was previously approved at \$100/hour for services. This seasonal position would provide a cost-effective alternative to assist with code inspections during the busier months.
- Approval, should a qualified candidate apply in 2i, we may proceed with hiring immediately without needing to return to a second Council meeting for authorization. This will allow us to respond quickly to staffing needs and ensure consistent inspection coverage.

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

- a. Approval of an invoice from Say Weather for an annual subscription in the amount \$799.
- b. Approval of selecting an engineer for the Bloomsburg Municipal Airport leased area for Columbia Aircraft.
  - i. Barry Isett & Associates- quote will be provided at the meeting.
  - ii. Providence- \$38,000 for design and RFP and construction to be billed hourly.
  - iii. LIVIC Civil- \$42,000 for design and RFP and construction to be billed hourly.

### 4. COMMUNITY AND ECONOMIC DEVELOPMENT/ PUBLIC SAFETY- Bonnie Crawford.

- a. <u>Approval of an invoice from Abbey Road Control, Inc. in the amount of \$3,800 for the</u> <u>Covered Bridge Festival. Note: Columbia Visitor Bureau will be reimbursing the Town 100%</u> <u>for this invoice.</u>
- b. <u>Approval of an invoice from Abbey Road Control, Inc. in the amount of \$9,720 for traffic control for the Bloomsburg Fair event.</u>

- c. Recommendation from the Planning Commission to conditionally approve the Bloom Height's land development plan with all items on Greg Haas's June 10, 2025, review letter being compliant.
- d. Approval of the Commonwealth University- Bloomsburg Demolition Plan. All items have been mitigated.
- e. Approval of listing paper rolls and Pango Equipment on Municibid that the Parking Department no longer has a use for.

### 5. TECHNOLOGY COMMITTEE- Justin Hummel.

- a. <u>Approval of a quote from RTI in the amount of \$145.30 for Microsoft 365 licenses for the</u> <u>Police Department.</u> Note: a quote pending for the parking department.
- b. <u>Recommendation to approve purchasing 15 vinyl decals through Crimewatch.</u>
- c. Recommendation to approve adding the Susquehanna Kids as a category under Visitor/ Community on the Town website.
- d. <u>Recommendation to approve purchasing a Peplink device from AT & T for internet at the bandshell with a \$36.99 a month subscription plan.</u>

**Next meeting**: Special Council meeting: July 1, 2025 (Chief Fosse may request a different date and time depending on candidate availability for the oral interview for the lieutenant role).

#### July 14, 2025 is the next regular scheduled meeting

### FINAL PUBLIC HEARING FFY 2025 ANNUAL ACTION PLAN TOWN OF BLOOMSBURG COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### JUNE 23, 2025 7:00 PM

### <u>AGENDA</u>

- I. FFY 2025 Annual Action Plan Final Public Hearing
- II. Plan available for comment until July 3, 2025
- III. Review of FFY 2025 Funding allocation
- IV. Projects Selected for Funding:

1. East Pine Street Parking Lot	\$55,805
2. West Pine Street Parking Lot	\$55,805
3. Pine Street Parking Lot	\$55,805
4. SEDA-COG Administration	\$36,900

V. Public Comment

ACTION ITEM REGULAR MEETING JULY 14, 2025 7:00 PM

I. Approve Annual Action Plan



# TOWN OF BLOOMSBURG COLUMBIA COUNTY, PENNSYLVANIA

## ORDINANCE NO.

AN ORDINANCE REPEALING CHAPTER 13, PART 6 OF THE CODE OF ORDINANCES OF THE TOWN OF BLOOMSBURG ENTITLED "FOOD VENDORS AND STREET VENDORS" IN ITS ENTIRETY AND ENACTING THE PROVISIONS OF THIS ORDINANCE AS CHAPTER 13, PART 6 OF THE CODE OF ORDINANCES OF THE TOWN OF BLOOMSBURG

BE IT ENACTED AND IT IS HEREBY ENACTED, by the Town Council of Bloomsburg as follows:

## Part 6. FOOD VENDING AND STREET VENDING

### § 13-601. General Provisions.

1. Title. This Part shall be known as the "Food Vending and Street Vending Ordinance."

2. Authority. The authority for this Part arises from the proprietary function of the Town of Bloomsburg to regulate the use of its rights-of-way.

3. Purpose. The purpose of this Part is to provide for the health, safety, and welfare of the citizens of the Town of Bloomsburg and permitted vendors and their customers.

# §. 13-602. Definitions.

As used in this Part, the following terms shall have the meanings indicated:

**FOOD:** An article used for food or drink by humans, including chewing gum and articles used for components of any article. The term does not include medicines and drugs.

**FOOD TRAILER:** a mobile food business that serves food or beverages from a non-motorized vehicle that is normally pulled behind a motorized vehicle.

**FOOD TRUCK:** A motorized, self-contained conveyance from which food is prepared and sold in the Town of Bloomsburg.

**FOOD TRUCK/TRAILER VENDING:** The act of selling food by a food truck or food trailer vendor.

FOOD TRUCK VENDOR: A person who sells food from a food truck or food trailer.

**FOOD VENDING:** A person who sells food, or food products from a food truck/trailer, vending cart, tent, or table.

**FOOD VENDOR:** Referenced throughout the ordinance refers to both "Food Truck Vendors" and "Vending Carts" unless specifically stated otherwise.

**MUNICIPAL LOT:** A land surface or facility owned by the Town of Bloomsburg, providing vehicular parking spaces off of a street together with drives and maneuvering lanes so as to provide access for entrance and exit for the parking of motor vehicles.

**PUBLIC RIGHT-OF-WAY:** That portion of a public street or parking area located in the area where food vending is permitted which is limited to a designated parking space of such public street, or other approved Town Property.

**STREET VENDING:** The act of selling, displaying or offering for sale any item of tangible personal property or other thing of value, excluding however, food, that occurs: (a) between the property line and the curb line or the established edge of the roadway in areas designed by Town Council from time to time; or (b) in such other locations as Town Council may designate from time to time by resolution. This term shall exclude food vending by a food vendor as such terms are defined by this Ordinance.

STREET VENDOR: a person engaged in street vending,

**TOWN:** the Town of Bloomsburg.

**VENDING CART:** A transportable, nonmotorized, self-contained conveyance from which food, or food products is prepared or sold within the public rights of way of the Town of Bloomsburg as defined herein. A vending cart shall not have walls or a floor and cannot be occupied. Vending carts shall be quickly removable from any location in the event of an emergency. Vending carts also include tents and tables.

# §13-603. Permits.

- 1. Permit required.
  - A. It shall be unlawful for any person to engage in food vending or street vending in the public right of way, on Municipal lots, or Town owned property without a permit. Permits shall be prominently displayed on the food truck/trailer, vending cart, tent, or table used by the permittee.
  - B. A permit issued under this Part shall not be transferable.
  - C. Annual Permits are available for a period of one year (365 consecutive days) for a fee, established by Town Council. Single-day, weekly, and monthly permit applications are available for a fee, established by Town Council, that will be reviewed by the Code Enforcement Office and the Bloomsburg Police Department, if necessary.
  - D. Each food vendor and street vendor shall register and provide the Code Enforcement Office with current copies of the following:

- Registration with the Department of Revenue of the Commonwealth of Pennsylvania for taxing purposes.
- Payment to Local Tax Administrator with regard to the Town of Bloomsburg Business Privilege/Gross Receipts Tax.
- Department of Agriculture Certificate (for food vendors only).
- Serv Safe Certificate (for food vendors only).
- Certificate of Liability Insurance form listing the Town as additional insured covering the time period the permit has been issued.
- E. Permits may be revoked by the Town for violations of this Part. A notice of revocation shall set forth the reasons for the revocation and shall be mailed to the food vendor or street vendor at the address indicated on the permit application, or personally served to the food vendor or street vendor.
- F. The food vendor or street vendor may appeal the notice of revocation to Town Council on a form provided by the Town within twenty (20) days of the date of notification of the notice of revocation.

# §13-604. Application Procedure.

- 1. Application for a permit shall be submitted on a form made available by the Town to the Code Enforcement Office.
- 2. No fee is required to be submitted at the time application is made for a food vendor permit or street vendor permit. The permit fee will be collected prior to the issuance of a permit by the Code Enforcement Office.

# § 13-605. Limitation on Number of Food Vendor Permits and Locations for Food Vendors and Street Vendors.

- 1. The number of food vendor and street vendor permits shall be limited to the locations as set forth by the Town Council for the Town and as amended from time to time.
- 2. Town Council may approve temporary locations at the request of the food vendor and street vendor, from time to time. Requests for additional permitted locations must be submitted to the Code Enforcement Office.

# §13-606. Permitted Area.

- 1. Food Vending and Street Vending.
  - A. Food vendors may be permitted on Town property in approved municipal metered parking spaces and may serve food between the hours of 7:00 a.m. 3:00 a.m. the following morning. Municipal parking spaces are not reserved or guaranteed for food vendors. Food truck/trailer vendors are responsible for applicable parking regulations; however, meter fees will be waived for license holders while food vendors are

conducting business. No food vendors may operate or set up between 3:00 a.m. - 7:00 a.m.

- B. Street vending is permitted from the hours of 8:00 am through 10:00 pm (unless otherwise approved by Town Council or for special events approved by Town Council) between the property line and the curb line or the established edge of the roadway only in such locations as is designed by Town Council from time to time by resolution; or (b) in such other locations as Town Council may designate from time to time by resolution. Street vendors are responsible for applicable parking regulations; however, meter fees will be waived for license holders while street vendors are conducting business. No street vendors may set up more than one-half hour before 8:00 am and shall remove all goods and items utilized in street vending no later than one-half hour after 10:00 pm.
- C. Street vendors may be permitted on Town property in approved municipal metered parking spaces between the hours of 7:00 a.m. 3:00 a.m. the following morning while actively engaged in street vending. Municipal parking spaces are not reserved or guaranteed for street vendors. Street vendors are responsible for applicable parking regulations; however, meter fees will be waived for license holders while street vendors are conducting business.
- D. Food vendors and street vendors shall be permitted on commercial use lots which are not owned by the Town with the express written consent of the property owner. Food vendors and street vendors on privately owned commercial lots must not impede traffic flows, pedestrian circulation of any type or create a hazard or nuisance. Food vending and street vending must not impede traffic or pedestrian flows on any sidewalk, or street. It is the owner's responsibility to obtain all the required documents required in 13-608. Commercial property owners are responsible for confirming that food vendors have a valid Serve Safe Certificate, Department of Agriculture Certificate, and proper insurance. Food vendors and street vendors must also register with the local taxing agency to collect Gross Receipt Taxes. No permit is required to be obtained on a commercial lot.
- E. Food vendors shall also be permitted on private residential property for catering and similar events between the hours of 8:00 a.m. 10:00 p.m. as amended, from time to time by Town Council, with written consent of the property owner. Food vendors on private residential property shall be permitted for a maximum of two days in a month. Also, capped at twelve (12) set up days per year. Town Council can vote on exceptions to these limitations. Parking or setup of food vendors shall not impede traffic flows, or pedestrian circulation of any type. Food vendors shall not create a public nuisance to adjoining property owners. Private property owners are responsible for confirming that each vendor has a valid Serve Safe Certificate, Department of Agriculture Certificate, and proper insurance. Food vendors must also register with

the local taxing agency to collect Gross Receipt Taxes. No permit is required to be obtained on private residential property.

- F. Food vendors and street vendors shall utilize no more than two (2) adjacent parking spaces in Municipal parking lots.
- G. Food vendors and street vendors setup should not be greater than twenty-eight (28) feet in length and not impede traffic flows, pedestrian circulation of any type or create a hazard or nuisance.
- H. No more than a total of three (3) food vendors or street vendors may occupy a specific lot at any given time. Only two (2) of the food vendors can be food truck/trailers.
- 2. In the event that a special function that is approved by the Town, which is scheduled and coordinated by an organization to be held on the streets where food vendors and street vendors are permitted under this Part, shall conflict with the hours that food vendors and street vendors are permitted to operate their businesses, the food vendors and street vendors shall not operate within six hundred (600) feet of the defined area of a permitted special function, unless the food vendors and street vendors shall secure permission from the event permit holder. Special Event permits may be required from the Town or the Bloomsburg Police Department.

# §13-607. Limitation on Permits.

1. The issuance of a vendor permit under this Part shall not create a real estate interest in any permitted space as a leasehold or otherwise and the holder of the vendor permit shall be a licensee.

# § 13-608. Food Vending and Street Vending Requirements.

- 1. All signage displayed by food vendors and street vendors shall not display products, sales, and services other than the products, sales, and services being provided by said vendor. Signage shall comply with the Chapter 27 of the Town of Bloomsburg Code of Ordinances.
- 2. Food truck/trailers, vending carts and all items utilized in street vending shall be maintained and kept in a sanitary condition

- 3. All food truck vendors and street vendors must comply with Pennsylvania Motor Vehicle Code relative to vehicle registration inspection and insurance.
- 4. The vendor permit issued by the Town shall be prominently displayed.
- 5. A vending cart must have at least two wheels to permit movement to another location in case of an emergency, or able to be carried away by hand.
- 6. Food vendors and street vendors shall have a trash receptacle and the food vendor and street vendor shall be responsible for the disposal of trash generated by its business. Food truck vendors are responsible for proper disposal of the trash whenever the container becomes full or, at a minimum, at the conclusion of the day's operation, but not in receptacles provided for by the Town.
- 7. All refuse must be recycled in accordance with the Town Solid Waste Ordinance.
- 8. All food truck/trailers, food vendors, street or vending carts and shall be equipped with and/or have in their possession while conducting food vending and/or street vending a serviceable fire extinguisher.
- 9. All food vendors will be required to haul away all grease and waste water. No dumping of materials from food vending or street vending will be permitted in storm drains, on Town property, or on private property within Town limits.

# § 13-609. Prohibitions.

- 1. The following shall be prohibited:
  - A. Use of a sidewalk, or open areas of parking lots for product display, storage, or the disposal of trash unless otherwise expressly permitted by this Ordinance.
  - B. Connection of utilities while setup or operating on Town owned properties.

- C. Any set up on private or commercial owned lots cannot have any utility connection across a public right of way.
- D. Advertising other than the list of food and food vendor prices set forth in § 13-608, above.
- E. Tables, chairs, benches, stools or other items for customers to use during the consumption of food.
- F. Fold-out shelves, awnings, or canopies that extend into the sidewalk area that interfere with pedestrian traffic. Umbrellas are permitted so long as they do not interfere with pedestrian traffic.
- G. Propane cylinders in excess of one hundred (100) pounds.
- H. Lighting that would cause objectionable glare or distraction as determined by PennDOT regulations, the Town Code Enforcement Office or Town Police Department.
- I. Sound-amplifying devices to attract attention, verbally hawking or soliciting product sales and the making of loud or raucous noises.
- J. Sales to motorists.
- K. Any act that interferes with the free and open movement of persons on a sidewalk and vehicles in the street right-of-way, or parking lot.
- L. Generator use is not permitted before 7 a.m. or after 10 p.m. All generators must be operated in compliance with Chapter 10, Part 2 entitled "Excessive Noise" of the Code of Ordinances of the Town.

### § 13-610. Insurance Indemnification:

- 1. Each food vendor and street vendor shall maintain, and provide the Town with proof thereof, comprehensive liability insurance with a minimum policy limit of a \$1,000,000 listing the Town as an additional insured. The certificate must be valid during the dates of the food permit.
- 2. Food vendors and street vendors shall indemnify, defend, and hold the Town harmless from all claims, liabilities, obligations, damages, penalties, costs, and expenses, including reasonable attorney fees and disbursements of any kind or nature including, but not limited to, actions for personal injury or death, or the assessment of fines or penalties by any governmental agency.

# § 13-611. Enforcement and Penalty.

- 1. This Ordinance shall be enforceable by the Code Enforcement Office and the Town of Bloomsburg Police Department on both public and private property regardless of whether a permit is required hereunder. The Code Enforcement Office and/or Town of Bloomsburg Police Department shall have the authority to direct that a food vendor and/or street vendor immediately cease and desist operations and vacate any space utilized for food vending and/or street vending for any violations of this Ordinance. The Code Enforcement Office may initiate disciplinary action for violations of this Ordinance against a food vendor and/or street vendor that may result in a formal warning, nonrenewal of any permit, suspension or revocation of any permit, or if no permit is required, the prohibition from conducting food vending and/or street vending in the Town. Following a determination that grounds for nonrenewal, suspension or revocation of any permit or prohibition from conducting food vending and/or street vending, written notice thereof shall be provided to the food vendor and/or street vendor along with a statement informing the food vendor and/or street vendor that he, she or it has a right to appeal the written decision to the Town Council within thirty (30) days of the date of the printed notice. Upon receipt of an appeal, which shall set forth the grounds for appeal, along with a filing fee in the amount of \$250.00, the Town Manager shall schedule a hearing to be held on the appeal not less than ten (10) days from the date on which the appeal is filed. Town Council shall hold a hearing on the appeal which shall be conducted in accordance with the Local Agency Law, 2 Pa. C.S.A. §§551-555.
- 2. In addition to any other remedies set forth herein, any person who violates any provision of this Part shall be sentenced to pay a fine not in excess of \$1,000 to the use of the Town, with costs of prosecution, or to be imprisoned for not more than 10 days, and each day of violation shall be considered a separate offense, and shall have their permit revoked without a refund of fees paid.

This Ordinance is effective upon approval by the Mayor of the Town of Bloomsburg.

Enacted by Town Council the \_\_\_\_\_day of \_\_\_\_\_, 2025 and approved by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF BLOOMSBURG:

ATTEST:

LISA DOOLEY TOWN MANAGER/SECRETARY

### TOWN OF BLOOMSBURG COLUMBIA COUNTY, PENNSYLVANIA ORDINANCE NO.

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AN ORDINANCE OF THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA; AMENDING CHAPTER 21, STREETS AND SIDEWALKS, OF THE CODE OF THE TOWN OF BLOOMSBURG; ESTABLISHING REGULATIONS GOVERNING THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE TOWN OF BLOOMSBURG.

### SECTION I. AMENDMENT OF CHAPTER 21, STREETS AND SIDEWALKS

Chapter 21, "Streets and Sidewalks," of the Code of the Town of Bloomsburg is hereby amended to add a new Part 4, entitled and provided for as follows:

### PART 4 RIGHT-OF-WAY MANAGEMENT

### § 21-401 Definitions.

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

- E. *Cable Operator* A person providing or offering to provide cable service over a cable system within the Town as that term is defined in the Cable Act.
- F. *Cable Service* The one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- G. *Collocation* The mounting of one or more WCFs, including antennae, on a preexisting structure, or modifying a structure for the purpose of mounting or installing a WCF on that structure.
- H. Eligible Facilities Request Any request for Modification of a Wireless Support Structure that currently supports one or more WCFs that does not Substantially Change the physical dimensions of such Wireless Support Structure, involving: (1) Collocation of a new WCF or Accessory Equipment, (2) removal of a WCF or Accessory Equipment, or (3) Replacement of a WCF or Accessory Equipment.
- I. *Emergency* A condition that constitutes a clear and immediate danger to the health, welfare, or safety of the public, as determined by the Town in its sole discretion.
- J. *Facilities* Conduit, pipes, cables, wires, lines, towers, optic fiber, antennae, poles, associated equipment and appurtenances, and any other infrastructure or materials located in the Right-of-Way and designed, constructed, and/or used, by right-of-way occupants for transmitting, transporting, or distributing communications, telecommunications, electricity, natural gas or manufactured gas, oil, gasoline, steam, or any other form of energy, signal or substance, or for any other lawful purpose.
- K. *Public Utility* Any entity that is currently certificated as a public utility by the Public Utility Commission of the Commonwealth of Pennsylvania.
- L. *Public Utility Commission (PUC)* The Public Utility Commission of the Commonwealth of Pennsylvania.
- M. *Rights-of-Way* The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town of Bloomsburg.
- N. *Right-of-Way Construction Permit* or *Permit* A permit issued by the Town authorizing use of the public rights-of-way, issued pursuant to this Ordinance.
- O. *Right-of-Way Occupant* An applicant for, or recipient of, a Right-of-Way Agreement, Right-of-Way Construction Permit or Cable Franchise that is issued by the Town pursuant to this Chapter, and persons holding existing franchises, special

ordinances, or other authorizations for use of the rights-of-way, or otherwise maintaining facilities in the rights-of-way including the Town, its departments, agencies, and authorities.

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

### § 21-402. Applicability.

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

# § 21-403. Administration.

Administration of this Ordinance shall be the responsibility of the Town Director of Public Works or their designee.

# § 21-404. Right-of-Way Use Agreement.

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

# § 21-405. Permits Required.

- 1. Unless otherwise provided in this Chapter, Right-of-Way Occupants shall first obtain a Rightof-Way Construction Permit from the Town in accordance with the requirements of this Chapter prior to the construction or placement of any Facilities in the Right-of-Way.
- 2. Right-of-Way Construction Permit Requirements.
  - A. A Right-of-Way Construction Permit shall authorize the Right-of-Way Occupant to construct only those Facilities expressly specified by the Right-of-Way Construction Permit. Such authorization shall be valid only for the dates and area(s) of the Rights-of-Way specified in such Right-of-Way Construction Permit.
  - B. Upon the expiration of a valid Right-of-Way Construction Permit, the Right-of-Way Occupant must immediately cease all construction activity contemplated by the expired Permit until such time as a new Right-of-Way Construction Permit is granted to the Right-of-Way Occupant by the Town.
  - C. No Right-of-Way Construction Permit shall be required for the installation, repair or maintenance of Facilities by or for or owned and/or operated by the Town.
- 3. Emergency repairs may be undertaken without first obtaining a Right-of-Way Construction Permit, provided however that the Right-of-Way Occupant must inform the Town Director of Public Works of such repairs as immediately as is practicable and shall apply for a Right-of-Way Construction Permit within 24 hours of the onset of the Emergency. Such application shall include all information required by § 21-406 and shall provide a detailed written description of the Emergency and the work that was performed to remedy, whether completed or ongoing, to address such issues as have arisen from the Emergency.

### § 21-406. Permit Application Process.

- 1. An application for a Right-of-Way Construction Permit shall be submitted to the Town Director of Public Works. Applications for Right-of-Way Construction Permits shall be submitted in writing.
- 2. An application for a Right-of-Way Construction Permit shall include, at minimum, the following information:
  - A. The firm name, primary contact name, address, e-mail and telephone number of each Applicant by or for whom Facilities will be installed in the Rights-of-Way. If the proposed project involves multiple parties, contractors, or subcontractors, then the application shall include the firm name, primary contact name, address, and e-mail and telephone contact information of each party along with a description of the work to be performed by each party.
  - B. A detailed description of the work to be performed pursuant to the Right-of-Way Use Permit, including all construction activity, the locations of such construction activity, and all Facilities that will be constructed or installed.
  - C. Insurance documentation showing the following:
    - (1) Verification that an insurance policy has been insured to the Applicant by an insurance company licensed to do business in the Commonwealth of Pennsylvania or a form of self-insurance acceptable to the Town.
    - (2) Verification that the Applicant is insured as required by § 21-408.5 of this Ordinance or applicable law.
    - (3) The Town may require a copy of the actual insurance policies.
  - D. A copy of the Applicant's Right-of-Way Use Agreement, Certificate of Public Convenience and Necessity from the Public Utility Commission, or other legal authorization granting permission to occupy the Rights-of-Way.
  - E. Construction plans or other documentation clearly showing the proposed Facilities to be constructed in the Rights-of-Way, all construction activity necessary in order to construct such Facilities, all locations that will be affected by such construction, and the anticipated timeline for completion of all construction.
  - F. If traffic control will be required as part of the construction, a traffic control plan shall be submitted as part of the application.
  - G. If excavation is required, the Applicant shall also be required to obtain a Street Excavation Permit in accordance with the requirements of Chapter 21, Part 1 of the Town Code.

- H. If the proposed Facilities will be attached to utility poles or other property owned by a party other than the Applicant, documentation shall be submitted showing that the Applicant has obtained permission to attach the proposed Facilities to such utility poles or other property.
- I. All fees required by this Ordinance, any other applicable provision of the Town Code and the Town fee schedule.
- 3. Approval.
  - A. Upon a determination that an application for a Right-of-Way Construction Permit is complete and satisfies all requirements of this Ordinance, and that the Applicant does not have a substantial history of non-compliance with the Town Code that has not been remedied, the Town Director of Public Works or their designee shall issue a Right-of-Way Construction Permit within ten (10) business days of the filing of the application.
  - B. If an application is incomplete or otherwise fails to comply with the requirements of this Ordinance, the Town Director of Public Works shall issue a notice of denial, specifying the reasons for the denial, within ten (10) business days of the filing of the application.
  - C. The Town Director of Public Works or their designee may include in the issuance of any Right-of-Way Construction Permit such reasonable conditions as are necessary to protect the public health, safety and welfare of Town residents and preserve the Rights-of-Way, consistent with applicable federal and state law.
  - D. A Right-of-Way Construction Permit shall be valid for a period of one hundred eighty (180) days from the date of issuance, unless otherwise specified by the Town Director of Public Works upon issuance of the Right-of-Way Construction Permit. If an Applicant will need additional time to perform the activity contemplated by the Rightof-Way Permit, the Applicant shall request such additional time as part of the application.
  - E. At any time prior to the expiration of a Right-of-Way Construction Permit, Right-of-Way Occupant may request an extension of the Right-of-Way Construction Permit by submitting a written request to the Town Engineer. Such request shall state the length of extension requested and shall provide an explanation as to why such extension is necessary. The Town Engineer may grant or deny such requests in their sole discretion.
- 4. Appeal. Any Applicant or Right-of-Way Occupant seeking that wishes to appeal a decision of the Town Director of Public Works under this Chapter may do so by filing an appeal with the Code Hearing Board pursuant to Chapter 5 of the Code of the Town of Bloomsburg.

# § 21-407. Fees.

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

## § 21-408. Construction in the Rights-of-Way.

- 1. Scope of Work. A Right-of-Way Occupant shall be permitted to perform the work detailed in the Right-of-Way Construction Permit. No additional work may be performed that is not included in the Right-of-Way Construction Permit.
- 2. Standard of Care. Each Right-of-Way Occupant shall perform construction activity in a manner consistent and in compliance with the plans it submitted to the Town pursuant to this Chapter 21, all applicable industry standards and codes and applicable federal, state and local laws and regulations.
- 3. Street Excavation Permits. Except in the case of an Emergency, no Right-of-Way Occupant shall perform any street excavation in the Rights-of-Way without first obtaining a Street Excavation Permit and paying the applicable fees pursuant to Chapter 21, Part 1 of the Town Code. The procurement of a Street Excavation Permit shall only be necessary when the proposed street excavation and/or construction impacts Town streets; it shall not apply to any construction or excavation activities on state roads.
- 4. One Call. Whenever a Right-of-Way Occupant or any of its contractors or subcontractors shall disturb any pavement, sidewalk or other public property in order to perform any underground activities, such Right-of-Way Occupant will fully comply by registering with the state's "One Call" system pursuant to 73 P.S. §§ 176 et seq. Such Right-of-Way Occupant shall provide the Town with information showing planned locations and reference points for equipment to be installed.
- 5. Insurance. Each Right-of-Way Occupant shall file with the Town Director of Public Works properly executed certificates of insurance verifying that the Right-of-Way Occupant is insured against claims for personal injury as well as against claims for property damage which may arise from the Right-of-Way Occupant's activities within the Town, whether

such activities be performed by the Right-of-Way Occupant or anyone directly or indirectly employed by or contracted by the Right-of-Way Occupant. Liability insurance for bodily injury and property damage shall be an amount not less than one million dollars (\$1,000,000) for each accident and two million dollars (\$2,000,000) in the aggregate. The Right-of-Way Occupant shall save and hold harmless the Town from any and all damages and liability by reason of personal injury or property damage arising from work done by the Right-of-Way Occupant under the provisions of this Ordinance.

- 6. Relocation or Removal of Facilities. Within sixty (60) days following written notice from the Town, or such longer period as the Town determines is reasonably necessary or such shorter period in the case of an Emergency, a Right-of-Way Occupant that is not a Public Utility shall temporarily or permanently remove, relocate, change or alter the position of any Facilities within the Right-of-Way, excluding those underground, whenever the Town, consistent with applicable PUC regulations, shall have determined that such removal, relocation, change or alteration is reasonably necessary under the following circumstances:
  - A. The construction, repair, maintenance, or installation of any Town or other public improvement in the Right-of-Way;
  - B. The operations of the Town or other governmental entity in the Right-of-Way;
  - C. Vacation of a Street or the release of a utility easement; or
  - D. An Emergency as determined by the Town.
- 7. Restoration of Property. A Right-of-Way Occupant, including any contractor working for a Right-of-Way Occupant, shall avoid any damage or disturbance to any public or private property in the Rights-of-Way. If any public or private property is damaged by the Right-of-Way Occupant, including any contractor working for the Right-of-Way Occupant, the Right-of-Way Occupant shall promptly repair and restore such property within ten (10) business days. In the event that the Right-of-Way Occupant fails to restore such property to its former condition within ten (10) business days, the Town may repair such property itself and assess all costs associated with such repair to the Right-of-Way Occupant, including any attorneys' fees or engineering costs associated with such repair or the assessment and collection of the Town's costs pursuant to this Section.
- 8. Damage to Trees. If a Right-of-Way Occupant shall cause damage to any tree on public or private property, the Right-of-Way Occupant shall either replace the tree with a tree of comparable quality or fully compensate the property owner for any damage to such tree.
- 9. Indemnification. Each Right-of-Way Occupant shall, at its sole cost and expense, indemnify, defend and hold harmless the Town, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the Right-of-Way Occupant, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation,

maintenance or removal of Right-of-Way Occupant's Facilities in the Rights-of-Way. Each Right-of-Way Occupant shall defend any actions or proceedings against the Town in which it is claimed that personal injury, including death, or property damage was caused by the Right-of-Way Occupant's construction, installation, operation, maintenance or removal of Right-of-Way Occupant's Facilities in the Rights-of-Way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other costs of indemnification.

10. Financial Security. The Town Director of Public Works may require a Right-of-Way Occupant to maintain financial security adequate for costs associated with inspections, repair and removal of the Facilities included in a Right-of-Way Construction Permit. Such financial security shall allow for the Town to recover any costs incurred by the Town as a result of any violation of the Town Code by the Right-of-Way Occupant or any other obligations of the Right-of-Way Occupant performed by the Town as a result of the Right-of-Way Occupant's failure to do so. A

# § 21-409. Maps.

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

### § 21-410. Penalties.

- 1. Notice; Opportunity to cure.
  - A. If a Right-of-Way Occupant is found to be in violation of any of the requirements of this Ordinance, the Town Director of Public Works shall notify such Right-of-Way Occupant in writing of the nature of the violation. Upon receipt of such notice, the Right-of-Way Occupant shall have five (5) business days to correct such violation. If the nature of the violation is such that more than five (5) business days is required to correct the violation, then the timeframe for remedy may be extended by Town Director of Public Works upon a showing by the Right-of-Way Occupant that additional time is necessary and that the Right-of-Way Occupant is diligently pursuing a cure.
  - B. If a Right-of-Way Occupant fails to correct any violation within the timeframes detailed above, then the Right-of-Way Occupant shall be subject to such penalties as are contemplated by this Ordinance.

### 2. Penalties.

A. Any person violating any provision of this Ordinance shall be fined one thousand dollars (\$1,000.00) for each and every violation. Each failure to comply with the requirements

of this Ordinance, and each and every day during which such violation continues, shall constitute a separate offense.

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

## § 21-411. Wireless Communications Facilities in the Public Rights-of-Way.

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

- 1. Location Requirement. Small WCFs inside the Rights-Of-Way shall be a permitted use in all Town zoning districts, subject to the requirements of this § 21-411 and generally applicable permitting as required by the Town Code.
- 2. Application Requirements.
  - A. Applications for Small WCFs shall be submitted to the Town Code Enforcement Officer.
  - B. Applications for Small WCFs shall include the following:
    - (1) The firm name, primary contact name, address, phone number and email address for both the WCF Applicant and the owner of the proposed Small WCF, if different. If the proposed project involves multiple parties, contractors, or subcontractors, then the application shall include the firm name, primary contact name, address, and e-mail and telephone contact information of each party along with a description of the work to be performed by each party.
    - (2) A cover letter detailing the location of the proposed Small WCF, all equipment being proposed as part of the Small WCF, and a certification that the WCF Applicant has included all information required by the Town Code, signed by the representative of the WCF Applicant responsible for preparation of the application.
    - (3) A before-and-after depiction of the proposed site, such as a construction drawing, showing all equipment being proposed as part of the Small WCF.
      - (a) If the Small WCF is proposed for location on an existing structure or replacement Wireless Support Structure that currently supports existing

attachments, the depiction shall show the location and dimensions of all such attachments.

- (b) If installation of a new or replacement Wireless Support Structure is being proposed, the depiction shall include the color, dimensions, material and type of Wireless Support Structure proposed.
- (4) The manufacturer and model, proposed location, and physical dimensions (including volume) of each piece of equipment proposed as part of the Small WCF.
- (5) An aerial photograph of the proposed site showing the area within 500 feet of the Small WCF. The aerial photograph shall identify all structures within such radius.
- (6) Photo simulations depicting the Small WCF from at least three locations near the proposed site. The photo simulations should reflect the site as it currently exists and the site as it would appear following construction of the Small WCF, clearly showing the proposed design and location of all equipment associated with the Small WCF.
- (7) If the proposed Small WCF will be located on a structure owned by a party other than the WCF Applicant, proof that the WCF Applicant has obtained permission from the owner of the structure upon which the WCF will be attached allowing for construction of the proposed WCF.
- (8) A written certification by a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the proposed Small WCF and Wireless Support Structure, as designed, are structurally sound and shall not endanger public health and safety.
- (9) A report by a qualified engineering expert which shows that the Small WCF will comply with applicable FCC regulations, including applicable standards for radiofrequency emissions.
- (10) Proof of compliance with all applicable requirements of this § 21-411.
- (11) All application fees required by the Town as detailed in the Town fee schedule.
- 3. Denial and resubmission.
  - A. If the Town denies an application for a Small WCF, the Town Code Enforcement Officer shall provide the WCF Applicant with written documentation of the basis for denial, including the specific provisions of the Town Code on which the denial was based, within five (5) business days of the denial.

- B. The WCF Applicant may cure the deficiencies identified by the Town Code Enforcement Officer and resubmit the application to the Town Code Enforcement Officer within thirty (30) days of receiving the written basis for the denial without being required to pay an additional application fee. The Town Code Enforcement Officer shall approve or deny the revised application within thirty (30) days of the application being resubmitted for review.
- 4. Standard of Care.
  - A. All WCFs shall be designed, constructed, and maintained in strict compliance with the applicable requirements of the FCC and any other federal, state or local regulatory authority, and all current applicable technical, safety and safety-related codes, including but not limited to the most recent editions of the American National Standards Institute (ANSI) Code, National Electrical Safety Code, National Electrical Code, and the structural standards of the American Association of State Highway and Transportation Officials or any other industry standard applicable to the structure. Any WCF shall at all times be kept and maintained in good condition, order and repair by qualified maintenance and construction personnel, so that the same shall not endanger the life of any person or damage any property in the Town.
  - B. If such standards or regulations are changed, the owner of the WCF shall bring such WCF into compliance with the revised standards within six (6) months of the effective date of such standards or regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring such facilities into compliance shall constitute grounds for revocation of the zoning permit for the WCF.
- 5. Engineer inspection. Any information of an engineering nature that is submitted by the WCF Applicant, whether civil, mechanical, structural, or electrical, shall be certified by a licensed professional engineer.
- 6. Eligible Facilities Requests. WCF Applicants proposing a modification to an existing WCF that constitutes an Eligible Facilities Request shall be required only to obtain a building permit from the Town Code Enforcement Officer. In order to be considered for such permit, the WCF Applicant must submit a permit application to the Town Code Enforcement Officer in accordance with applicable permit policies and procedures. Such permit application shall clearly state that the proposed modification constitutes an Eligible Facilities Request pursuant to the requirements of 47 CFR §1.6100. The permit application shall clearly detail all dimensional changes being made to the WCF and Wireless Support Structure.
- 7. Wind and ice. All WCFs shall be designed to withstand the effects of wind gusts and ice to the standard designed by the American National Standards Institute as prepared by the engineering departments of the Electronics Industry Association, and Telecommunications

Industry Association (ANSI/TIA-222, as amended), or to the industry standard applicable to the structure.

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

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

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

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

- A. The construction, repair, maintenance or installation of any Town or other public improvement in the right-of-way;
- B. The operations of the Town or other governmental entity in the Right-of-Way;
- C. Vacation of a street or road or the release of a utility easement; or
- D. An emergency that constitutes a clear and immediate danger to the health, welfare, or safety of the public as determined by the Town.
- 25. Reimbursement for ROW use. In addition to permit fees as described in this chapter, every Small WCF in the ROW is subject to the Town's right to fix annually a fair and reasonable compensation to be paid for use and occupancy of the ROW. Such annual fees shall be established by the Town fee schedule, and may be amended by the Town Council.

# SECTION II. Miscellaneous.

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

ENACTED AND ORDAINED this day of , 2025.

ATTEST:

BLOOMSBURG TOWN COUNCIL:

Mayor

President

Director: Rachel Swartwood Land Use Planner: Emily Vollmer Administrative Assistant: Carly Scranton

Commissioners: Dean Brewer–Dave Kovach – Randy Karschner	PO Box 380 Bloomsburg, PA 17815	
Planning Commission Board: William Brobst, Chair – Brian Johnson, Vice Chair –Terry Hoover, Secretary Michelle Bella, Treasurer - Tammy Robbins – John McGee – Paul Lee Troy Prutzman – Matt Good	Phone: 570-389-9146 Fax: 570-389-9147	
June 12, 2025		
Re: Five-County Regional Solid Waste Management Plan Notice of Municipal Adoption Period		
Dear Municipal Official:		
As required by Pennsylvania's Act 101, I am writing to request that ye Waste Management Plan for Columbia County. A 90-day Municipal A 10, 2025. Columbia County would appreciate your municipality's cou possible, preferably at your upcoming monthly meeting in June, July o resolution, please mail a photocopy or email the contact listed below	Adoption Period for the Plan began on June operation by adopting the plan as soon as or August. Once you have adopted the	
The Regional Solid Waste Management Plan meeting the needs of th Columbia, Lycoming, Montour, Snyder and Union Counties has been form. The Plan includes the use for municipal waste disposal and the recycling infrastructure to meet disposal capacity standards for a ten	updated and is now available in Final Draft e continued use of the current Regional	
It is required by Act 101 that a majority of municipalities in Columbia County's population adopt the plan. This Plan is the result of several collaboration, and public and stakeholder involvement. We have end needs of Columbia County municipalities, and residents for the next to matter is greatly appreciated to ensure the Plan is adopted.	l years of research, preparation, regional deavored to create a plan that will meet the	
The Draft Regional Plan is available for review during normal busines <b>Commission, 26 West 1<sup>st</sup> Street, Bloomsburg PA 17815</b> , and can also <u>https://www.lyco.org/Departments/Planning-and-Community-Develo</u> you are unable to access the Plan through the website or at office, you Plan to be mailed to you by contacting me at the information listed be questions regarding the Plan or the adoption process.	o be reviewed online at: <u>ppment/Solid-Waste-Management-Plan</u> . If pu may request hard copy of the Final Draft	
Sincerely,		
Rachel Swartwood		
Director Columbia County Office of Planning and Development Po Box 380 Bloomsburg, PA 17815		
Office - 570-389-9146		

Cell – 570-912-2030 Email – rswartwood@columbiapa.org

# \_\_\_\_ OF \_\_\_\_

### RESOLUTION NO. 2025-06.23,2025.01

WHEREAS, Section 303 of Pennsylvania's Act 101 of 1988, 53 P.S. §4000.303, requires each county to ensure the availability of adequate permitting, processing and disposal capacity for the municipal waste generated within its boundaries; and

WHEREAS, Section 501 of Act 101, 53 P.S. §4000.501, requires each county to submit to the Pennsylvania Department of Environmental Protection (hereinafter "PA DEP") an officially adopted municipal waste management plan for municipal solid waste generated within its boundaries; and

WHEREAS, with the knowledge and support of PA DEP, the Counties of Columbia, Lycoming, Montour, Snyder and Union (hereinafter collectively referred to as the "Counties") formed a Five County Regional Steering Committee and undertook to develop a regional municipal waste management plan that satisfies the requirements of Act 101 with respect to each of the five counties; and

WHEREAS, the Five County Regional Steering Committee held meetings, hired consultants, received public comment, performed studies and engaged in the other activities including without limitation the activities required by Sections 502 and 503 of Act 101, 53 P.S. §§502, 503—necessary to develop, and did develop and approve, a regional municipal waste management plan in conformity with the requirements of Act 101 (hereinafter the "Regional Solid Waste Management Plan", a copy of which is attached hereto as Exhibit "A"); and

1

WHEREAS, Chapter 5 of Act 101, 53 P.S. §§4000.501-4000.513, requires each of the Counties to adopt the Regional Solid Waste Management Plan after receiving public comment and prior to submitting it to PA DEP for review and approval; and

WHEREAS, Columbia County ratified, adopted and approved the Regional Solid Waste Management Plan and to submit it to PA DEP for review and approval.

WHEREAS, \_\_\_\_\_\_\_ is a municipality in Columbia County and Columbia County has requested that this municipality adopt and approve the Regional Solid Waste Management Plan.

**BE IT RESOLVED THAT:** the Board of Supervisors hereby ratifies, adopts and approves the Regional Solid Waste Management Plan as its own municipal waste management plan and authorizes submittal of the Regional Waste Management Plan to PA DEP for review and approval.

Duly adopted at a regular meeting held the \_\_\_\_\_ day of \_\_\_\_\_2025

### **BOARD OF SUPERVISERS**

ATTEST:

The Bloomsburg Town Council held a Council meeting on Monday, June 9, 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 <u>public could also join online at:</u> <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 (7:02 p.m.) and Jessica Jordan. Town Manager/ Secretary/ Treasurer Lisa Dooley, Town Solicitor Matthew Turowski, Chief of Police Mike Fosse, Public Works Director John Fritz, Director of Code/Zoning Mike Reffeor, and Director of Governmental Affairs Charles Fritz. Also attending were MJ Mahon (Zoom), Mark Gardner, Greg Wirth, Andrew Barton, David Hill (Zoom), Steve and Barbara Coladonato (Zoom), Dawn Moore (Zoom), Scott McBride, Greg Woodruff, Jamey Harding (Zoom), Vince DeMelfi (Zoom), Dennis (Zoom), Bill (Zoom), and Tess Fosse (8:46 p.m.). Absent was Maria Valentin.

### APPROVAL OF THE COUNCIL MINUTES FROM THE MARCH 13, 2025, MEETING.

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, Council approved the March 13, 2025 meeting minutes with no corrections or additions.

### APPROVAL OF THE COUNCIL MINUTES FROM THE MAY 12, 2025, MEETING.

On a motion by J. Garman seconded by J. Jordan, and voted on unanimously, Council approved the May 12, 2025 meeting minutes with no corrections or additions.

### APPROVAL OF A FEE RESOLUTION 06.09.2025.01.

On a motion by N. McGaw, seconded by J. Kressler, and voted on 5 to 1 (Garman voting no), Council approved resolution 06.09.2025.01 to raise the daily admission fee at the pool from \$6 to \$7.

# RESOLUTION 06.09.2025.02- STRATEGIC MANAGEMENT PLANNING PROGRAM. SELECTION OF THE GRANT TIER IS REQUIRED.

On a motion by B. Crawford, seconded by J. Kressler, and voted on unanimously, Council approved resolution 06.09.2025.02 the Strategic Management Planning program at the tier level of \$400,000 total project with DCED contribution of \$200,000 and the Town local share of \$200,000.

### **RESOLUTION 06.09.2025.03- SERVICE ELECTRIC CABLEVISION, INC.**

On a motion by B. Crawford, seconded by J. Kressler, and voted on unanimously, Council approved resolution 06.09.2025.03 the Service Electric Cablevision, Inc. agreement.

### **RESOLUTION 06.09.2025.04- ESTABLISHING ATTORNEY FEES.**

On a motion by J. Garman, seconded by J. Kressler, and voted on unanimously, Council approved resolution 06.09.2025.04 establishing attorney fees.

# APPROVAL OF ACCEPTING TWO ENGLISH GARDEN BENCHES FROM ANDES NURSERY THAT WERE PLACED AT THE NORRIS E. ROCK MEMORIAL POOL.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved accepting two English Garden Benches from Andes Nursery that were placed at the Norris E. Rock Memorial Pool.

### APPROVAL OF ACCEPTING ONE BUCKET OF CHLORINE TABLETS FROM STRONG POOL & SPA.

On a motion by B. Crawford, seconded by J. Kressler, and voted on unanimously, Council approved accepting one bucket of chlorine tablets from Strong Pool and Spa.

### APPROVAL OF ACCEPTING JACLYN KRESSLER'S \$100 DONATION FOR THE JULY 4, 2025 EVENT.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved accepting a \$100 donation from Jacklyn Kressler for the 4<sup>th</sup> of July event.

### 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.

On a motion by J. Kressler, seconded by N. McGaw, and voted on unanimously, Council approved \$750 for the purchase of vouchers for the TNR program with the understanding that the Friends and Feral organization will administer all aspects of the program.

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

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, Council approved payment of the following monthly bills: General Fund \$227,771.00, Recycling Fund \$25,071.22, Street Lighting Fund \$3,356.09, Fire Fund \$13,954.82, Pool Fund \$10,142.38, Airport Fund \$270.00, Daycare Fund \$350.00 Liquid Fuels Fund \$19,583.84 and the May Payroll Authorization \$421,935.30.

### 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.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved taking ownership of 290 E. 9<sup>th</sup> Street. This item will be placed on the Administrative Finance Committee agenda for further discussion.

# RECOMMENDATION TO APPROVE A QUOTE FROM DONALD E. KOCHER, INC. IN THE AMOUNT OF \$8,250 TO FIX THE CONCRETE STEPS AT THE AIRPORT

On a motion by B. Crawford, seconded by J. Kressler, and voted on unanimously, Council approved a quote from Donald E. Kocher, Inc. in the amount of \$8,250 to fix the concrete steps at the airport terminal building.

# RECOMMENDATION TO APPROVE A QUOTE FROM REYNOLDS IRON WORKS, INC. IN THE AMOUNT OF \$12,525 TO FIX THE AIRPORT CONCRETE STEPS.

On a motion by B. Crawford, seconded by J. Kressler, and voted on unanimously, Council approved a quote from Reynolds Iron Works, Inc. in the amount of \$12,525 to fix the concrete steps at the airport terminal building.

# RECOMMENDATION FROM THE CIVIL SERVICE COMMISSION AND COMMITTEE TO PERFORM A NEW SERGEANT TESTING.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved the recommendation from the Civil Service Commission to perform a new round of sergeant testing.

# RECOMMENDATION FROM THE CIVIL SERVICE COMMISSION AND COMMITTEE TO APPROVE CHANGES TO THE CIVIL SERVICE REGULATION.

On a motion by B. Crawford, seconded by J, Kressler, and voted on unanimously, Council approved the recommendations from the Civil Service Commission for changes to the Civil Service Regulations.

# 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.

On a motion by B. Crawford, seconded by J. Kressler, and voted on unanimously, Council approved the recommendation to explore restructuring the police department, including the creation of a lieutenant position.

# RECOMMENDATION FROM THE CIVIL SERVICE COMMISSION AND COMMITTEE TO ADVERTISE AND HIRE TWO NEW POLICE OFFICERS FOR JANUARY 2026 OR SOONER.

On a motion by J. Kressler, seconded by B. Crawford, and voted on unanimously, Council approved to advertise for and hire two new police officers for January 2026 or sooner.

## 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.

Motion was made by B. Crawford to approve creating a 3-year contract with a \$10,000 recruitment incentive for new hires in the police department, with bonuses to be paid at \$3,000 at the end of the first year, \$3,000 at the end of the second year and \$4,000 at the end of the 3<sup>rd</sup> year. Motion was seconded by J. Kressler, and voted on 3 to 3, (Jordan, McGaw and Kressler voting no) motion died.

Motion was made by J. Kressler to approve creating a 5-year contract with a \$10,000 recruitment incentive for new hires in the police department, with bonuses of \$2,000 being paid at the end of each year. Motion was seconded by B. Crawford, and voted on 3 to 3, (Garman, McGaw and Jordan voting no) motion died.

### **RECOMMENDATION TO APPROVE THE FOLLOWING ATTORNEY RATES:**

### ROBERT DAVIDSON- \$195 PER HOUR AND \$250 PER HOUR FOR LITIGATION RELATED SERVICES. PAT O'CONNELL- \$175 PER HOUR AND \$250 AN HOUR STARTING 7/1/2025.

On a motion by J. Kressler, seconded by B. Crawford, and voted on unanimously, Council approved the attorney rates as presented.

# RECOMMENDATION TO APPROVE A FALL POLICE INTERN: ABIGAIL WALTER.

On a motion by J. Garman, seconded by J. Kressler, and voted on unanimously, Council approved Abigail Walter as an intern in the police department during the university fall semester.

# RECOMMENDATION TO APPROVE MIB APPRAISER QUOTE IN THE AMOUNT OF \$3,580.

On a motion by B. Crawford, seconded by J. Kressler, and voted on unanimously, Council approved MIB Appraiser's quote in the amount of \$3,580 to appraise the town buildings.

# APPROVAL OF THE CABLE FRANCHISE AGREEMENT BETWEEN THE TOWN OF BLOOMSBURG AND SERVICE ELECTRIC CABLEVISION, INC.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved the cable franchise agreement between the Town and Service Electric Cablevision, Inc.

# APPROVAL OF AN ACCESS CONTROL SYSTEM FROM NORTHEASTERN AUTOMATED TECHNOLOGIES, INC. IN THE AMOUNT OF \$2,937.89 FOR THE BLOOMSBURG MUNICIPAL AIRPORT.

On a motion by J. Jordan, seconded by J. Kressler, and voted on unanimously, Council approved a quote from \$2,937.89 for an access control system from Northeastern Automated Technologies, Inc. for the Bloomsburg Municipal Airport.

### DISCUSSION THAT THE 2025 AAP IS AVAILABLE FOR PUBLIC REVIEW.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved the 2025 Annual Action Plan to be available for public review.

# RECOMMENDATION TO APPROVE A PPL SOLAR INTERCONNECTIVITY FEE IN THE AMOUNT OF \$5,300 FOR THE PUBLIC WORKS LOCATION REGARDING THE SOLAR PROJECT.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, Council approved the PPL solar interconnectivity fee in the amount of \$5,300 for the Public Works location for the solar project.

### **RECOMMENDATION TO APPROVE THE FOLLOWING SEDA-COG INVOICES:**

2020 HUD ENTITLEMENT PROGRAM- \$6,233, 2021 HUD ENTITLEMENT PROGRAM- \$3,397, 2023 HUD ENTITLEMENT PROGRAM- \$6,960 and 2024 HUD ENTITLEMENT PROGRAM- \$12,250.

On a motion by B. Crawford, seconded by J. Kressler, and voted on unanimously, Council approved the listed SEDA-COG invoices for the HUD entitlement program.

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.

On a motion by B. Crawford, seconded by J. Hummel, and voted on 2 to 4 (Kressler, Garman, Jordan and McGaw voting no) Council voted not to proceed with the road diet study.

# APPROVAL OF QUOTE FROM MARK CONNER ELECTRIC LLC IN THE AMOUNT OF \$3,310 FOR REPLACING THE MAIN BREAKER PANEL AT THE NORRIS E. ROCK MEMORIAL POOL.

On a motion by J. Kressler, seconded by N. McGaw, and voted on unanimously, Council approved a quote from Mark Conner Electric, LLC. in the amount of \$3,310 for replacing the main breaker panel at the Norris E. Rock Memorial Pool.

# APPROVAL OF PARKING ON THE WEST END FOR FAIR WEEK. COUNCIL COULD ALLOW TOWN PUBLIC WORKS STAFF TO BE IN CHARGE AND CHANGE THEIR HOURS FOR SHIFT DIFFERENTIAL PAY.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved parking vehicles on the vacant lots in the 900 block of W. Main Street during fair week. It was discussed to send this to the Administrative Finance Committee for further discussion.

### DISCUSSION OF THE ROOF AT COLUMBIA AIRCRAFT.

- 1. APPROVAL OF AN ENGINEERING PACKAGE FROM LIVIC CIVIL IN THE AMOUNT OF \$42,000 (11/11/2024 MEETING)
- 2. APPROVAL OF AN ENGINEERING PACKAGE FROM PROVIDENCE IN THE AMOUNT OF \$38,000 (11/11/2024 MEETING).

On a motion by J. Kressler, seconded by J. Jordan, and voted on 5 to 1 (McGaw voting no), Council approved sending this to RFP but with no specific engineer.

# APPROVAL OF PROPOSED FUTURE AIRPORT PROJECTS TO BE INCLUDED ON THE 2025 BUREAU OF AVIATION (BOA) BUDGET PRIORITY LISTING.

On a motion by B. Crawford, seconded by J. Kressler, and voted on unanimously, Council approved the proposed future airport projects to be included on the 2025 Bureau of Aviation (BOA) budget priority listing.

### UPDATE ON THE VANDALISM AT THE TOWN PARK.
Chief Fosse mentioned that there are juveniles that they found connected to the vandalism that the police department is further exploring.

# RECOMMENDATION FROM THE PLANNING COMMISSION TO APPROVE A 90-DAY EXTENSION FOR THE BLOOM HEIGHTS LAND DEVELOPMENT PROJECT.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved a 90-day extension for the Bloom Heights Land Development project.

#### UPCOMING DATES FOR ZONING WILL BE JUNE 10<sup>TH</sup> AND JUNE 24<sup>TH</sup> AT 6 P.M.

Staff reminded Council of the upcoming zoning meetings to review the ordinance changes.

#### RECOMMENDATION TO APPROVE A QUOTE FROM RTI IN THE AMOUNT OF \$875 TO DISPOSE OF OLD DEVICES.

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, Council approved a quote from RTI in the amount of \$875 to dispose of old devices with the funds coming from American Rescue interest.

# RECOMMENDATION TO APPROVE A QUOTE FROM RTI IN THE AMOUNT OF \$1,255 FOR NAS TOWN HALL BACKUP.

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved a quote from RTI in the amount of \$1,255 for NAS town hall backup with the funds coming from American Rescue interest.

# RECOMMENDATION TO APPROVE A QUOTE FROM RTI FOR A N1C 10-YEAR LIFE WARRANTY IN THE AMOUNT OF \$5,232 FOR AN UPS SERVICE AT TOWN HALL.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, Council approved a quote from RTI in the amount of \$5,232 for an UPS service at Town Hall.

# RECOMMENDATION TO APPROVE A QUOTE FROM RTI FOR A N1C-10-YEAR-LIFE WARRANTY IN THE AMOUNT OF \$7,227 FOR AN UPS SERVICE AT THE POLICE STATION.

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, Council approved a quote from RTI in the amount of \$7,227 for a N1C-10-year life warranty for UPS service at the police station.

# RECOMMENDATION TO APPROVE A QUOTE FROM MARK CONNER ELECTRIC LLC IN THE AMOUNT OF \$1,350 FOR ELECTRICAL WORK.

On a motion by J. Jordan, seconded by J. Garman, and voted on unanimously, Council approved a quote from Mark Connor Electric LLC in the amount of \$1,350 for electrical work.

On a motion by J. Kressler, seconded by B. Crawford, and voted on unanimously, Council adjourned into an executive session at 9:45 a.m. regarding a codes personnel matter that lasted until 10:37 p.m.

Lisa Dooley Town Manager/Secretary/Treasurer The Bloomsburg Town Council held a Council special meeting on Wednesday, June 18, 2025 beginning at 11 a.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 11:00 a.m., present were Council members James Garman (Zoom), Jaclyn Kressler, Nick McGaw, Jessica Jordan and Maria Valentin (Zoom). Town Manager/ Secretary/ Treasurer Lisa Dooley, Chief of Police Michael Fosse, Director of Code/Zoning Michael Reffeor, LEAA Randi Fetterman and Admin. Asst. Christine Meeker. Also attending were MJ Mahon, Dawn Moore (Zoom), and Mark Gardner (Zoom).

On a motion by N. McGaw, seconded by J. Kressler, and voted on unanimously, Council approved to advertise for the position of lieutenant in the police department at a salary of \$93,000.

On a motion by J. Kressler, seconded by J. Jordan, and voted on unanimously, Council adjourned into an executive session at 11:05 a.m. for a public works personnel matter that lasted until 12:17 p.m.

## **Bloomsburg Volunteer Firefighters Relief Association**

Bloomsburg, PA

This report was generated on 6/8/2025 10:57:30 PM

#### Breakdown by Major Incident Types for Date Range Zone(s): All Zones | Start Date: 05/01/2025 | End Date: 05/31/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	2.22%
Rescue & Emergency Medical Service	4	8.89%
Hazardous Condition (No Fire)	4	8.89%
Service Call	6	13.33%
Good Intent Call	5	11.11%
False Alarm & False Call	12	26.67%
Special Incident Type	13	28.89%
TOTAL	45	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Inciden	t Type	
INCIDENT TYPE	# INCIDENTS	% of TOTAL
131 - Passenger vehicle fire	1	2.22%
322 - Motor vehicle accident with injuries	1	2.22%
324 - Motor vehicle accident with no injuries.	1	2.22%
350 - Extrication, rescue, other	1	2.22%
353 - Removal of victim(s) from stalled elevator	1	2.22%
412 - Gas leak (natural gas or LPG)	1	2.22%
420 - Toxic condition, other	1	2.22%
463 - Vehicle accident, general cleanup	2	4.44%
551 - Assist police or other governmental agency	6	13.33%
611 - Dispatched & cancelled en route	4	8.89%
622 - No incident found on arrival at dispatch address	1	2.22%
710 - Malicious, mischievous false call, other	3	6.67%
735 - Alarm system sounded due to malfunction	2	4.44%
736 - CO detector activation due to malfunction	1	2.22%
740 - Unintentional transmission of alarm, other	2	4.44%
743 - Smoke detector activation, no fire - unintentional	4	8.89%
900 - Special type of incident, other	13	28.89%
TOTAL INCIDENTS:	45	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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# **Bloomsburg Volunteer Firefighters Relief Association**

Bloomsburg, PA

This report was generated on 6/8/2025 10:58:37 PM

#### Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 05/01/2025 | End Date: 05/31/2025

PERSONNEL	COUNT	PERCENTAGE	
Adams , Dave	5	11.11 %	
Barnes , Mark	1	2.22 %	
Barnes, Brayden	2	4.44 %	
Barton , Todd	6	13.33 %	
Beyer , Mike	14	31.11 %	
Blass, Brad	4	8.89 %	
Bower, James	3	6.67 %	
Cox, Tanner	8	17.78 %	
Dove, Richard	7	15.56 %	
Frantz, Nolan	1	2.22 %	
Greenjack , Steve	2	4.44 %	
Haggerty, Michael	20	44.44 %	
Hall, Chris	3	6.67 %	
Harner , Gary	18	40.00 %	
Harriot, Brianna	6	13.33 %	
Hess, Robert	10	22.22 %	
Hillman , Ken	7	15.56 %	
Jolly, Patrick	2	4.44 %	
Kile , Dan	1	2.22 %	
Kile, Elizabeth	4	8.89 %	
Knelly , Charles	3	6.67 %	
Learn , Jack	3	6.67 %	
McBride , Scott	18	40.00 %	
McBride, Bella	1	2.22 %	
McBride, Colby	1	2.22 %	
McGinley, Bill	5	11.11 %	
Miller, Tristan	15	33.33 %	
Moyer , John	1	2.22 %	
Ohl, Gary	1	2.22 %	
Orzolek, Cliff	10	22.22 %	
Pedersen, Kevin	2	4.44 %	
Reynolds , Brad	1	2.22 %	
Reynolds , Jason	20	44.44 %	
Reynolds, Lukas	8	17.78 %	
Rubendall, Mike	2	4.44 %	
Snyder , Tom	5	11.11 %	
Sykes, Lindsay	2	4.44 %	
Szkodny, Cooper	16	35.56 %	

14-73

	14
COUNT	PERCENTAGE
1	2.22 %
2	4.44 %
241	
45	
	1 2 241

Includes incidents where personnel responded to on or off an apparatus. Only REVIEWED incidents included.



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#### Bloomsburg Municipal Airport Report 5/12 – 6/8

- 1. Arrivals and Departures 5/12-6/8 (data from FlightAware)
  - Arrivals = 188 from 88 Aircraft
  - Departures = 184 from 84 Aircraft
  - Several Military Aircraft from Fort Indiantown Gap visited however unable to track due
  - to their ADSB being disabled.

#### 2. Old Fuel Farm

- 5/27 Electricians disconnected power to old fuel farm
- 5/28 Company clean old fuel tank
- 5/30 old tank farm was removed and put on a trailer from transport
- Waiting for company to return to trim off old bolts and conduits on old tank slab
- 6/5 Spoke with Sokal regarding removal of old protective post around old tank farm location per bid specs.

#### 3. New Fuel Farm

• 6/4 Met with electrician on new fuel farm to finish out punch list of electrical shutdowns and timeout timers on QT pod. All the changes were made as requested, and everything is performing as it should now.

• Currently fuel level is +/- 1100 usable gal. We will be requesting our first 8000 gal. full load of fuel the week of 6/9

4. May 27 Closed runway for several hours so P/W works could finish cracks sealing

• We did have a runway incursion from a pilot out of the area while P/W was performing crack sealing. I did have a very stern conversation with the pilot involved and advised that a NOTAM was filed more than 48 hrs. in advance that the runway would be closed for maintenance on the date he landed. The FAA was notified, and they will be handling the matter.

5. Performed some wildlife repelling.

6. Airport Mgr. and Lisa met with BOA and Delta on 5/28 for discussions and long-term planning. See the attached prioritized list.

7. Looking into different alternatives for Avgas to purchase at a more competitive price that will not jeopardize quality or the town's liability.

Submitted 6/9/2025 Dan Broadt A/P Mgr.

Bloomsburg Police Department - Parking	- Parking	
May 2025 Council Report	L L	
	2024	2025
Parking Tickets Issued	677	804
Parking Traffic Citations Issued	188	137
Parking Warrants Contacted	75	71
Parking Warrants Fulfilled	50	58
Parking Revenue		
Parking Tickets	\$21,542.13	\$19,999.69
Residential Permits	\$325.00	\$345.00
Zone Permits	\$0.00	\$218.00
Meter Rental	\$210.00	\$195.00
Boot Removal Fee	\$0.00	\$1,200.00
TOTAL	\$22,077.13	\$21,957.69

	Meter & App R	Meter & App Revenue - May 2025	25	:	
	2024	2025	2025	2025	2025
<b>Collection Area</b>		App Gross	Fees	App Net Total	Meters
1850 Downtown		\$13,963.00	(\$3,463.85)	\$10,499.15	\$5,672.33
1851 E. 2nd Street		\$5,913.17	(\$815.76)	\$5,097.41	\$97.55
Total Meters	\$7,778.05	05		\$15,596.56	\$5,769.88
Total App Payments	\$8,001.75	75			
	Total Meters & App, // \$15,779.80	80		Total Meters & App	\$21,366.44
Chief Michael Fosse:	Mula Jan				

ZA

F Paniel Fox an retiring as of today 6/16/25. I would like to run my vacation, personal, and sick time out on a weekly basis not one lump sum Daniel Mith

#### INVOICE

Connectsix LLC 4707 140th Ave N Ste 208 Clearwater, FL 33762 info@sayweather.com +1 (801) 891-7708 sayweather.com



Bill to Dan Broadt for Bloomsburng Municipal Airport Town of Bloomsburg Finance Dept. 301 E. 2nd Street Bloomsburg, PA 17815 Ship to Bloomsburng Municipal Airport Town of Bloomsburg Finance Dept. 301 E. 2nd Street Bloomsburg, PA 17815

Shipping info Ship via: N/A Invoice details

Invoice no.: 2025021 Terms: Due on receipt Invoice date: 07/01/2025 Due date: 07/01/2025 Sales Rep: George Domedion

#	Product or service	Description	Qty	Rate	Amount
t.	SayWxAir	SayWxAir Online Data Subscription- Enables: forwarding weather data to select electronic flight bags, airport METARs via text, airport weather web page, and maintenance alerts to airport manager(s), 12 month subscription.	1	\$799.00	\$799.00
		Total			\$799.00

Note to customer

Thank you for choosing SayWeather!





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).
- 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



- 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.



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- 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.



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- 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.





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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.





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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,

Eller & Art

Edward H. Starr Senior Project Manager

Accepted by:

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

Bloomsburg

PROVENG.COM | 717-793-3997 1071 Edgar Street, Suite A, York, PA, 17403



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#### **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%**.





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#### PROVIDENCE ENGINEERING TERMS AND CONDITIONS

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.

Failure to Make Payment. 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.

<u>Severability</u>. 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.

<u>Governing Law: Venue</u>. 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.





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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.

**Re-Use of Documents.** 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.



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## PROVIDENCE

#### STANDARD TERMS AND CONDITIONS OF BIM IMPLEMENTATION

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

<u>GENERAL</u> – 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>



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		- 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	<ul> <li>Elements are modeled to the design-specified depth of the joist.</li> <li>Providence Element modeling to include: <ul> <li>Approximate overall size and centerline location of the joist element</li> <li>Joist seat depth</li> <li>Joist orientation</li> <li>Elevations based on project Datum</li> </ul> </li> <li>Element modeling not by Providence: <ul> <li>Actual final profile with accurate panel point locations</li> <li>Bracing and bridging components</li> </ul> </li> </ul>
Structural Site Walls	300	Elements are modeled to the design-specified size and shape of the wall and foundation. Providence Element modeling to include: - Overall size and geometry of the wall and foundation element - External dimensions of the members - Elevations based on design bearing depth and site grading
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 -

PROVIDENCE

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>



#### **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 S	SPECIFICATIONS \$4,500
3. CONSTRUCTION ADMINISTRA	TION 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.



#### 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.

# 4a-1

#### **Lisa Dooley**

From:	Plinio Ferraz <pferraz4arc@gmail.com></pferraz4arc@gmail.com>
Sent:	Wednesday, June 18, 2025 4:09 PM
То:	Lisa Dooley
Cc:	Wayne Poncheri; Michael Fosse
Subject:	Re: Contact
Attachments:	Bloomsburg Inv. 2025-973.pdf; Bloomsburg Inv. 2025-974.pdf

Good afternoon Lisa,

Yes, we have these events on our calendar.

The numbers you have for the Fair are incorrect, I messed that up in my initial email to Scott. It works out to \$1,080 per day with labor and equipment.

For the Covered Bridge Festival, the daily rate would be \$950 for the crew.

Please see the invoices attached.

Regards,

Plinio Ferraz Abbey Road Control Inc. Phone: 570.672.7149 Mobile: 570.582.5864

On Wed, Jun 18, 2025 at 3:45 PM Lisa Dooley <ldooley@bloomsburgpa.org> wrote:

Hello Plinio & Wayne,

Confirming coverage for two events below. If you can please review or provide the figures that would be great. We had a transition in Chief of Police. The new contact would be Michale Fosse at mfosse@bloomsburgpa.org or 570-336-0414. Will you be providing a formal quote/ invoice on hand for us?

#### Bloomsburg Fair- September 19- September 27

This would be 3 flaggers for the hours of 4PM – 12:00 AM September 19 – September 27 (9 days).

- 3 persons x 8 hours x 9 days = 216 hours @ \$36.75 = \$7938
- Lighting \$50/day x 9 days = \$450

• Total = \$8388.00

#### **Covered Bridge- E-mail attached**

- Thursday, October 2, 2025
- Friday, October 3, 2025
- Saturday, October 4, 2025
- Sunday, October 5, 2025
- 0800 hours 1500 hours 0800 hours – 1500 hours 0800 hours – 1500 hours 0800 hours – 1500 hours

Ua-2

Lisa M. Dooley

Town Manager/ Secretary/ Treasurer

# Bloomsburg

E-mail: Idooley@bloomsburgpa.org

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

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

#### Abbey Road Control, Inc.

DBA Traffic Control 853 Saint Johns Road Drums PA 18222

P: (570) 788-3096 F: (570) 788-2937

Bill To Town of Bloomsburg 301 E. 2nd St. Bloomsburg, Pa. 17815

Invoic	e
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Date	Invoice #
6/18/2025	2025-974

Job No.	Location:	Request for service for the days of:
Covered Bridge Festival	Bloomsburg	10/02-10/05/2025

Qty	Description	Ticket #	Rate	Amount
4	Daily Rate for 3-man crew with flags		950.00	3,800.00
Make all checks payable to Abbey Road Control Inc. Invoices will be issued at the end of each work week. Invoices beyond terms subject to a late fee equal to 18% APR or 1.5 % per month plus any costs of collection, including reasonable attorney's fees if applicable.		<b>Total</b> Balance Du		3,800.00 3,800.00

## Serving Pennsylvania, New Jersey, New York and Delaware

#### Abbey Road Control, Inc.

DBA Traffic Control 853 Saint Johns Road Drums PA 18222

P: (570) 788-3096 F: (570) 788-2937

Bill To	
Town of Bloomsburg 301 E. 2nd St. Bloomsburg, Pa. 17815	

Invoice		
Date	Invoice #	
6/18/2025	2025-973	

Job No.	Location:	Request for service for the days of:
Bloomsburg Fair	Bloomsburg	09/19-09/27/2025

Qty	Description	Ticket #	Rate	Amount
9	Daily Rate for 3-man crew with lights/flags/night wands		1,080.00	9,720.00
	Make all checks payable to Abbey Road Control Inc. Invoices will be issued at the end of each work week. Invoices beyond terms subject to a late fee equal to 18% APR or 1.5 % per month plus any costs of collection, including reasonable attorney's fees if applicable.		\$	9,720.00
tee equa			ue \$	9,720.00
		-		

## Serving Pennsylvania, New Jersey, New York and Delaware





#### M365 licensing for PD annual commit paid monthly

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:

Riverside Technologies, Inc. Dave Schaar 724 N 109th Court Omaha, ne 68154

P: 866.804.4388 E: dschaar@riversidetechnologies.com Quote #DS134824 v1

Date Issued:

06.17.2025 Expires: 07.17.2025

Hardware		Price	Qty	Ext. Price
M365 apps for business annual commit paid monthly	M365 apps for business annual commit paid monthly	\$8.30	16	\$132.80
Microsoft 365 Business Standard annual commit paid monthly	Microsoft 365 Business Standard annual commit paid monthly	\$12.50	1	\$12.50
Sector Sector Sector			Subtotal:	\$145.30
Quote Summary				Amount
Hardware				\$145.30
			Total:	\$145.30

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

# CRIVE WATCS

ALL SET?

Please review your information and return completed form to gmarino@crimewatch.net.

# 

Please supply high resolution image of your Department badge.

0

NAME:	EMAIL:	
DEPARTMENT:	ADDRESS:	
сіту:	STATE: ZIP:	

DEPARTMENT URL:\_

лтем	JTEM #	QUANTITY	NOTES
Postcards	F B		
Posters			
Door Hangers			
Contact Cards			
Street Signs			
Window Clings			
Vinyl Decal		alf Strack	

Use numbers listed on the previous pages to make your selection(s).

information provided above will be used to populate your materials list any substitutions in the notes section. If additional items are needed, also list the item 4 and quantity in the notes section.

Price	Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price	Quantity
\$41	1	\$76	10	\$80	1	\$72	500	\$200	100	\$122	10	\$110	100
\$74	3	\$95	15	\$400	5	\$94	1000	\$240	200	\$145	15	\$154	250
\$106	5	\$120	20	\$515	7	\$162	2500	\$265	250	\$167	20	\$162	500
\$154	8	\$190	40	\$730	10	\$200	3500	\$420	500	\$212	30	\$174	1000
\$163	10	\$224	50	\$1095	15	\$220	5000	\$500	1000	\$272	50	\$340	2500
\$245	15	\$400	100	\$1500	20	\$320	7000	\$650	2500	\$280	100	\$445	5000

CRIMEWATCH | Promotional Toolkit | 10

## **SPEED Quotation**

Number Date Expiration QTE-016411-1

6/17/2025 7/17/2025

End Customer Info	ormation	AT&T Seller Info	rmation
Company name	Town of Bloomsburg	Name	Jeffrey Molinaro
Contact	Lisa Dooley	Phone	210-821-4105
Phone		Email	jm898t@att.com
Email	ldooley@bloomsburgpa.org		
Ship to		Quote only	

Town of Bloomsburg 301 E 2ND ST BLOOMSBURG, PA 17815-1963 USA

All orders are non-cancelable

Item number			Unit price	
Description	Quantity U	nit	Discount	Amount
MAX-BR1-MINI-5GN-T-PRM	1.00 Ea	3	549.00	149.00
Peplink MAX BR1 Mini	FN NS SVC Instant P	romo	400.00	
5G LTE - Global - WiFi - AC Adapter & Antennas				
6474D	1.00 Ea	9	0.00	0.00
SIM Card				
Black - Triple Punch - LTE - AT&T First Net				

Potential savings: 400.00	Total	149.00
Limited Time Only. Effective 1/6/2025, eligible FirstNet customers can get up to \$400 off MSRP for FirstNet Agency Users only (applied by AT&T) with eligible SIM enabled device and new line of service. Must include a new FirstNet activation w/2yr term and higher on rate plan valued at \$22 MRC or higher and be activated by AT&T SPEED team at time of purchase. A minimum \$.99 charge is required per device. Terms subject to change & may be modified or terminated at any time without notice. See here for full promo details: https://www.firstnet.com/offers/agency- first-responders.html Credit: Credit applies as a one-time instant credit and will be applied at point of sale.		
Quotations are valid for 30 days from date of quotation unless otherwise expressly stated.		

Questions related to this quote can be sent to: attspeedsales@getwirelessllc.com

### POWERED BY





