BLOOMSBURG TOWN COUNCIL MEETING COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM) MONDAY, SEPTEMBER 8, 2025, 7 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.

- Special recognition to Neil Zeisloft for his 30 years of dedicated service with the Town of Bloomsburg as he retires this week from the Public Works Department.
- An executive session was held on 8/25/2025 from 8:34 p.m. regarding a police, public works and finance personnel matter that ended at 9:32 p.m.
- The Town would like to inform the public that the trial regarding the Noise Ordinance with the Bloomsburg Fair Association is scheduled for November 18, 2025 and November 19, 2025. Any citizen wishing to attend should save these dates.
 - Congratulations to Jack Breech and Randi Fetterman on earning their Notary certifications.
 - Congratulations to Brady Brink on successfully earning his Core and Right-of-Way & Weeds credentials.

Announcement from Matthew Turowski regarding an update on the zoning amendments.

Citizens to be heard.

-Ron Fritz.

-<u>Designating the Month of September 2025 as "Idiopathic Pulmonary Fibrosis Research and Awareness Month"</u>

Approval of the Council minutes from the August 25, 2025 meeting.

1. **DEPARTMENT REPORTS.**

- a. Police report.
- b. Code enforcement permit report.
- c. Code enforcement citation report.
- d. Airport report.

2. ADMINISTRATIVE FINANCE COMMITTEE- Justin Hummel.

- a. <u>Approval of the Keystone Municipal Insurance Trust Member Participation</u>
 Agreement. Approval of the Supplemental Information Addendum.
- b. Recommendation to approve the August list of bills.

- c. Recommendation to approve participating in the annual downtown window painting event with The Exchange with two windows.
- d. Recommendation of accepting the probationary period of Brian Hess in the Public Works Department.
- e. Recommendation of setting the 2026 pool season dates: June 5, 2026 to August 15, 2026.
- f. Recommendation of approving the Community Based Employer Agreement.
- g. Recommendation to approve the Bucknell University Senior Design Projectwebsite.
- h. Recommendation of approving the social media policy.

3. PUBLIC WORKS & ENVIRONMENTAL COMMITTEE- James Garman.

- a. Approval of a Public Works Operator/ Laborer to start September 22, 2025 in the Public Works Department with a 6 month probationary period and salary/ benefits per contract.
- b. Approval of hiring Triple F Flying out of Benton to spray for mosquitos (Note: e-mail sent 9/2/2025 at 11:45 a.m.).
 - A full Town spray would be an estimated cost of \$29,568 (only last roughly two weeks).
 - If direction is just to pray in recreational areas, a quote will be generated by Triple F
 Flying.
- c. Approval of Task Order 6 with Delta regarding the hangar project. Note: documents sent 9/3/2025- 9:28 a.m.).
- d. Approval of purchasing aviation fuel from AvFuel and separating the \$12,600 agreement with Phillips 66. Note: e-mail sent 9/3/2025 at 3:02 p.m.
- e. Approval of change order two with C.W. Grimm Construction Inc. decreasing the contract by \$9,941.80. Note: project is completed and final payment has been prepared.
- f. Approval of the grand opening for the pickleball courts to be October 3, 2025 at 5 p.m.
- g. Approval of Veolia paving Market Street from 5th Street to Main Street in 2025 and Spring of 2026 for remaining work. Note: E-mail was sent to Council on 9/5/2025 at 1:48 p.m.
- h. Approval of selling the 2007 Ford Ranger on Municbid that is currently being used in the Public Works Department for the mechanic.

- i. Approval of purchasing a 1999 Ford Expedition from the Bloomsburg Fire Department (75,041 miles) in the amount of \$5,000.
- j. Approval of selling the 1989 Ford Van on Municibid that was donated from Recycling to the Fire Department.
- k. <u>Approval of entering into a Professional and Administrative Service Agreement with</u> SEDA-COG for the 2025 Community Development Block Grant.
- Recommendation on approving the engineering quote from LIVIC Civil to relocate Ft. McClure at the intersection of Route 11. Note: for cost comparisons/ savings Barry Isett & Associates Inc. was contacted for service. As of 9/6/2025 no quote was provided.
- m. Review, discussion and approval of the solar bids.

4. COMMUNITY & ECONOMIC DEVELOPMENT & PUBLIC SAFETY COMMITTEE- Bonnie Crawford.

- a. Approval of the Developers Agreement and confirmatory deed regarding the Bloom Height project. At this time, all conditional items have been approved. Note: documents sent 9/6/2025- 9:15 a.m.)
- b. Approval of the ARC project documents in relation to the Bloomsburg YMCA project.

Executive session.

Next special meeting: September 12, 2025 at 2 p.m. to award the paving bid for Market Street from 5th Street to Ft. McClure.



MEMORANDUM

To: Lisa M. Dooley, Town Manager/Secretary/Treasurer for The Town of

Bloomsburg

From: Kathleen Jones Goldman, Esquire, Shawn N. Gallagher, Esquire and Brendan

P. Lucas, Esquire

Date: September 5, 2025

Re: Columbia County Agricultural Horticultural and Mechanical Assoc. t/a

Bloomsburg Fair Association v. Town of Bloomsburg

On Wednesday September 3, 2025 legal counsel for the Town and the Fair appeared before the Honorable Charles H. Saylor, Senior Judge of the Northumberland County Court of Common Pleas. Judge Saylor was appointed to preside over the *Columbia County Agricultural Horticultural and Mechanical Association d/b/a/ Bloomsburg Fair Association v. Town of Bloomsburg* matters pending at Civ. Action Nos. 2022-CV-699 and 2023-CV-699 in the Court of Common Pleas of Columbia County (the "Noise Ordinance Litigation") upon the retirement of the Honorable William Amesbury the previous presiding judge. During this September 3rd appearance, both the Town and the Fair presented their respective positions regarding next steps in the Noise Ordinance Litigation, the result of which is a scheduling order which, among other deadlines, set the Noise Ordinance Litigation for a non-jury trial (a "bench trial") on November 18 and 19 of this year to determine any disputed factual issues between the parties. However, before this November bench trial, the parties will file and argue "motions for summary

judgment" relating to their respective legal arguments. At the end of September, the parties will exchange witness and exhibit lists related to any evidence that they intend to present at the bench trial.

Town of Bloomsburg Columbia County, Pennsylvania Idiopathic Pulmonary Fibrosis Proclamation

Designating the Month of September 2025 as "Idiopathic Pulmonary Fibrosis Research and Awareness Month"

WHEREAS, Idiopathic Pulmonary Fibrosis (IPF) is a debilitating and generally fatal disease marked by progressive scarring of the lungs, causing an irreversible loss of the lung tissue's ability to transport oxygen; and

WHEREAS, Idiopathic Pulmonary Fibrosis progresses rapidly, often leading to disability or death within three to five years of diagnosis; and

WHEREAS, Approximately 100,000 people in the United States are currently living with Idiopathic Pulmonary Fibrosis, with around 30,000 to 40,000 new cases diagnosed each year; and

WHEREAS, Idiopathic Pulmonary Fibrosis is the most common form of interstitial lung disease, yet it remains under-recognized and underfunded compared to other diseases; and

WHEREAS, There is no proven cause of Idiopathic Pulmonary Fibrosis, and it is frequently misdiagnosed or underdiagnosed, leading to delays in appropriate care; and

WHEREAS, Idiopathic Pulmonary Fibrosis is five times more common than cystic fibrosis and Lou Gehrig's disease, yet it remains virtually unknown and receives a fraction of the research funding necessary to make significant progress in treatment; and

WHEREAS, The median survival rate for those diagnosed with Idiopathic Pulmonary Fibrosis is three to five years, highlighting the urgent need for increased research and development of effective treatments; and

WHEREAS, Organizations such as the Pennsylvania Idiopathic Pulmonary Fibrosis (IPF) Support Network play a vital role in raising awareness and providing essential support and education for patients, families, and healthcare providers across the Commonwealth of Pennsylvania; and

WHEREAS, Increased research, awareness, and early detection of Idiopathic Pulmonary Fibrosis are critical to improving diagnosis, treatment, and ultimately finding a cure for this devastating disease;

NOW, THEREFORE, I, Justin C. Hummel, Mayor of the Town of Bloomsburg, Pennsylvania, do hereby proclaim September 2025 as "Idiopathic Pulmonary Fibrosis Research and Awareness Month" in the Town of Bloomsburg. I encourage all citizens to learn more about Idiopathic

Pulmonary Fibrosis, support those affected by this disease, and advocate for increased res and funding to combat this serious health issue.	earch
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Bloomsburg to be affixed this 8th day of September, 2025.	
 Justin C. Hummel, Mayor	
ATTEST: -SEAL-	

Lisa Dooley, Secretary

The Bloomsburg Town Council held a Council meeting on Monday, August 25, 2025 beginning at 7:00 p.m. in Council Chambers, 2nd Floor, Town Hall and via teleconference. The public joined by dialing: +1 646 558 8656 U.S. and included the meeting ID: 456-920-3798. The public could also join online at: https://us02web.zoom.us/j/4569203798.

Council vice-president Jaclyn Kressler called the meeting to order at 7:00 p.m., present were Council members James Garman, Bonnie Crawford, Nicholas McGaw, Jessica Jordan and John Grabusky. Town Manager/Secretary/Treasurer Lisa Dooley, Chief of Police Mike Fosse, Director of Code Enforcement Mike Reffeor, Director of Public Works Brady Brink (Zoom), Director of Finance Jack Breech, Director of Governmental Services Charles Fritz and Administrative Assistant Christine Meeker (Zoom). Also attending were MJ Mahon (Zoom), Mark Gardner, David Hill (Zoom), Karen Anselm (Zoom), William Stewart, and Jamie Harding, representatives from RTI, Thaddeus Smyda, Dominick Tureaud and David Barngrover and two citizens via zoom. Absent was Justin Hummel.

Council remarks.

An executive session was held on 8/11/2025 from 9:58 p.m.- 11:00 p.m. regarding a Public Works and Finance personnel matter.

THERE WERE NO CITIZENS TO BE HEARD.

APPROVAL OF THE COUNCIL MINUTES FROM THE AUGUST 11, 2025 MEETING.

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved the minutes for the August 11, 2025 meeting.

AMENDMENT OF CHAPTER 15, PART 2 ESTABLISHING A "SCHOOL ZONE, INCLUDING TRAFFIC REGULATIONS FOR SCHOOL ZONES, SIGNAGE AND PENALTIES".

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, Council approved the amendment to Chapter 15, Part 2, establishing a "School Zone, including traffic regulations for school zones, signage and penalties".

APPROVAL OF NEIL ZEISLOFT'S RETIREMENT IN THE PUBLIC WORKS DEPARTMENT EFFECTIVE SEPTEMBER 11, 2025.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the retirement of Neil Zeisloft from the Public Works Department effective September 11, 2025. Council expressed thanks to Neil for his many years of service to the Town.

APPROVAL OF SCOTT BUCK'S RETIREMENT IN THE PARKING ENFORCEMENT DEPARTMENT EFFECTIVE AUGUST 15, 2025.

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved, with regret, the retirement of Scott Buck from the Parking Enforcement Department effective August 15, 2025.

APPROVAL OF ACCEPTING THE COMPLETION OF ELIZABETH SHAMPANORE'S ONE YEAR PROBATIONARY PERIOD IN THE POLICE DEPARTMENT EFFECTIVE 8/13/2025.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the completion of Elizabeth Shampanore's one-year probationary period in the police department effective August 13, 2025.

APPROVAL OF ACCEPTING THE RESIGNATION OF IAN ABERNETHY IN THE CODE ENFORCEMENT DEPARTMENT EFFECTIVE 8/12/2025.

On a motion by B. Crawford, seconded by J. Grabusky, and voted on unanimously, Council accepted the resignation of Ian Abernethy from the Code Enforcement Department effective August 12, 2025.

APPROVAL OF HIRING A PUBLIC WORKS CANDIDATE PER CONTRACT AND A SIX-MONTH PROBATIONARY PERIOD. APPROVAL OF ACCEPTING THE CLASS B CDL.

On a motion by J. Jordan, seconded by J. Garman, and voted on unanimously, Council approved the hiring of Phillip Snyder to the Public Works Department per the contract and a six-month probationary period and with the approval of the Class B CDL.

APPROVAL OF ADJUSTING THE CROSSING GUARD HOURLY RATE OF \$12.50 AN HOUR TO \$30 A DAY FOR TWO SHIFTS AND \$15 FOR HALF SHIFTS.

On a motion by B. Crawford, seconded by J. Jordan and voted unanimously, Council approved adjusting the crossing guard hourly rate of \$12.50 an hour to \$30 a day and \$15 for half shifts.

RANDOM SELECTION OF NON-PROFITS TO BE ASSIGNED DATES FOR PARKING IN THE WEST END.

On a motion N. McGaw, seconded by J. Garman, and voted on unanimously, Council approved the selection of the following non-profits to the assigned days for parking cars on the west end property during fair week.

Friday-9/19	Saturday 9/20	Sunday 9/21
BHS Baseball Boosters	Friends and Ferals	BBQ and Brew
Monday 9/22	Tuesday 9/23	Wednesday 9/24
Beyond Cajun	BHS Marching Band	Bloomsburg Library
Thursday 9/25	Friday 9/26	Saturday 9/27
Agape	Boy Scout Troop 44	Bloomsburg Rotary

APPROVAL OF CHANGING THE JOB DESCRIPTION FOR THE PUBLIC WORKS OPERATOR/ LABORER TO ONLY REQUIRE A CLASS B CDL.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, Council approved changing the job description for the Public Works operator/laborer to only require a Class B CDL

APPROVAL OF REIMBURSING BRADY BRINK THE \$3,800 FOR CLASS A CDL REQUIREMENT.

On a motion by J. Jordan, seconded by J. Garman, and voted on unanimously, Council approved reimbursing Brady Brink (\$2,338.48) for Class A CDL requirement. L. Dooley announced that only a partial of \$3,800 was withheld.

APPROVAL OF REIMBURSING BRIAN HESS THE DIFFERENCE OF THE CLASS A AND CLASS B CDL PRICE.

On a motion by N. McGaw, seconded by J. Garman, and voted on 0-6, Council denied reimbursing Brian Hess the difference between the cost of the Class A and Class B CDL price because they are both \$3,800 at PA Driver's Academy in Milton, PA. Noting that it was on the candidate to pay for the Class B regardless.

APPROVAL OF SUBMITTING A REFERRAL BONUS TO BRIAN HESS IN THE AMOUNT OF \$500 FOR THE HIRE OF PHIL UNGER. NOTE: PHIL UNGER'S INTERVIEW WAS 8/6/2025, COUNCIL APPROVED THE REFERRAL PROGRAM ON 8/11/2025 AND APPROVED THE HIRE OF PHIL UNGER ON 8/11/2025.

On a motion by B. Crawford, seconded by J. Grabusky, and voted on 3 to 3, Council denied the referral bonus to Brian Hess in the amount of \$500 for the hire of Phil Unger.

NOTE FOR RECORD: MAYOR HUMMEL HAS ASSIGNED JOHN GRABUSKY TO THE PUBLIC WORKS & ENVIRONMENTAL COMMITTEE.

APPROVAL OF THE INVOICE FROM LIVIC CIVIL IN THE AMOUNT OF \$1,212 FOR TRAFFIC SIGNAL TECHNOLOGY.

On a motion N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the invoice from LIVIC Civil in the amount of \$1,212 for traffic signal technology.

APPROVAL OF THE PROPOSAL WITH BARRY ISETT & ASSOCIATES INC. FOR THE PUBLIC WORKS AND RECYCLING BUILDING ROOF REPLACEMENT.

On a motion by B. Crawford, seconded by N. McGaw, and voted on unanimously, Council approved the proposal with Barry Isett & Associates Inc. for the Public Works and Recycling building roof replacement.

APPROVAL OF ADVERTISING A "LAUNCH PARTY" FOR THE BOAT LAUNCH PROJECT ON SATURDAY, SEPTEMBER 6^{TH} FROM 2- 4 P.M.

On a motion by N. McGaw, seconded by B. Crawford, and voted on 0 to 6, Council did not approve holding a launch party for the new boat launch project on September 6th. Council may revisit this issue in the Spring of 2026.

APPROVAL OF ASHLEY LOPEZ FROM PEZ DESIGNS TO ASSIST THE TOWN WITH THE BUSINESS LOGOS TO BE PLACED ON THE PICKLEBALL COURTS AT \$500 EACH.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, Council approved Ashley Lopez from PEZ Designs to assist the Town with painting the business logos to be placed on the pickleball courts in the amount of \$500 each.

APPROVAL OF PAYMENT TO MARK CONNER ELECTRIC LLC IN THE AMOUNT OF \$2,812.

On a motion by B. Crawford, seconded by J. Jordan, and voted on unanimously, Council approved payment to Mark Conner Electric LLC in the amount of \$2,812.

APPROVAL OF RELEASING FINAL PAYMENT TO KUHARCHIK REGARDING THE RETIMING, RT. 11 AND PARK AND 5TH AND MARKET STREET PROJECT.

APPROVAL OF WITHHOLDING \$8,712.25 DUE TO ADDITIONAL WORK THAT LIVIC CIVIL TOOK ON THE PROJECT DUE TO PROJECT DELAYS/ CONTROLLERS NOT WORKING ON THE RETIMING PROJECT.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, Council approved releasing the final payment to Kuharchik for the retiming, Rt. 11 and Park Street, 5th Street and Market Street projects in the amount of \$265,110.85. This amount reflects a withholding of \$8,712.25 due to additional work that LIVIC Civil took on the project due to project delays and controllers not working.

UPDATE ON THE FT. MCCLURE RELOCATION PROJECT.

L. Dooley reported that a meeting is scheduled for Thursday, August 28th with the Fair Board to discuss this project. The hope is to have legal and engineer work together on prepping the paperwork prior to the grant announcement period. If the local access road ARC grant is non-successful there is a different ARC grant round that opens up in Spring of 2026 to apply.

APPROVAL OF A QUOTE FROM THE MAGIC TOUCH CLEANING SERVICES FOR STRIP AND WAX.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved Magic Touch Cleaning services to strip and wax the floor at the Police Station and Town Hall for \$4,500.

APPROVAL OF THE AGREEMENT WITH PROFIRST TRAINING AND CONSULTING, LLC FOR PROFESSIONAL PUBLIC SAFETY PRE-EMPLOYMENT BACKGROUND INVESTIGATIVE SERVICES.

On a motion by J. Garman, seconded by N. McGaw, and voted on unanimously, Council approved an agreement with ProFirst Training and Consulting, LLC for professional public safety pre-employment background investigative service.

APPROVAL OF THE PACE SCHEDULER PROPOSAL FOR SCHEDULING ASSISTANCE FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$1,600 ANNUALLY.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved the Pace Scheduler proposal for scheduling assistance for the Police department in the amount of \$1,600 annually.

APPROVAL OF A MONTHLY REOCCURRING QUOTE FROM RTI IN THE AMOUNT OF \$120 FOR 6TB OF WASABI IMMUTABLE BACKUP THAT IS THEIR IMMUTABLE BACKUP SOLUTION.

On a motion by N. McGaw, seconded by B. Crawford, and voted on unanimously, Council approved a monthly reoccurring quote from RTI in the amount of \$120 for 6TB of Wasabi Immutable backup that is their immutable backup solution.

A motion to adjourn into an executive session was made by N. McGaw, seconded by J. Garman, and voted on unanimously, the meeting adjourned at 8:26 p.m. Council discussed a parking, public works and finance personnel matter until 9:32 p.m.

Lisa Dooley Town Manager/Secretary/Treasurer

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Permit Report

08/01/2025 - 08/31/2025

Permit #	Permit Date	Permit Type	Project Description	Project Cost	Parcel #	Parcel Address
2025073	8/5/2025	Zoning	603-C Market St, Waggin Tails Grooming LLC: new business.	50	05W03 18501000	601 MARKET ST
2025102	8/6/2025	Floodplain Development	New pickelball complex	200,000	05W09 01100000	388 FORT MCCLURE BLVD
2025108	8/29/2025	Floodplain Development	Fix concrete steps	22,000	05E20 02200000	301311 AIRPORT RD
2025117	8/20/2025	Building	Repave parking lot and paint new lines	3,000	05W02 16400000	1000 MARKET ST
2025118	8/7/2025	Building	Barry Isett and Associates: New Business (Professional Office) with Signs	1,000	05E12 05900000	599 E SEVENTH ST
2025120	8/20/2025	Zoning	214 Center Street: Body and foot treatment and reflexology, no renovations	0	05W05 03200000	2 W MAIN ST

2025123	8/8/2025	Building	Relocation and construction of new customer service, GM office, Security office, and add new coffee kiosk	600,000	05E12 04700000	725 COLUMBIA BLVD
2025124	8/5/2025	Building	Roof Mounted Solar	18,206	05E08A07500000	536 SUNSET DR
2025130	8/6/2025	Building	Renovation work including spray	358,250	05E10 02500000	549 E FIRST ST
2025134	8/6/2025	Floodplain Development	New roof in 3 sections on both buildings which are connected but different parcels	55,583	05W04 28800000	340 SCOTT AVE
2025136	8/7/2025	Zoning	Pour concrete pad for off street parking	0	05W02 25000000	7 W ELEVENTH ST
2025138	8/12/2025	Mechanical	HVAC Upgrades	977,535	05W04 22300000	5 W THIRD ST
2025139	8/5/2025	HARB	window build out, board backer, siding, mouliding, decking	60,000	05W04 32100000	239 W FOURTH ST
2025141	8/8/2025	Building	Remodel kitchen, mudroom, windows, etc.	38,186	05W03 17800000	25 W SIXTH ST
2025144	8/20/2025	Building	Exterior staircase	15,000	05W03 08900000	127 W FIFTH ST

2025145	8/20/2025	Building	Remove wall on 1st floor, replace with header, jack studs for support, add wall in basement	600	05E11 06800000	648 E THIRD ST
2025146	8/26/2025	Zoning	Back yard fence	1,000	05W03 12100000	345347 W FIFTH ST
2025151	8/28/2025	Building	Market Street and surrounding curb ramps	75,000	05E04 03800000	301 E SECOND ST
2025153	8/27/2025	Zoning	Repair fence	0	05W05 04000000	141 MARKET ST

Showing 1 to 19 of 19 entries

09/06/2025



Case Report

<u>10/01/2019 - 08/31/2025</u>

Case #	Case Date	Description	Parcel Address
200466	11/5/2020	Condemned by Officer Bauman on other case. (Plan of action completion 6-1-21 deadline) Dilapidated structure (2 citations issued)	239241 W FIRST ST
200482	12/11/2020	Floodplain violations	516 FORT MCCLURE BLVD
210078	4/16/2021	Condemnation/ closing of vacant structure	453 RIDGE AVE
210347	10/7/2021	No rental license	222230 BLACKBERRY AVE
210391	10/29/2021	Condemned - Unfit for human occupancy	222230 BLACKBERRY AVE
210392	11/2/2021	(Action plan in progress) Dilapidated structure	540542 JEFFERSON ST

220227	7/19/2022	Condemned - Unfit for occupancy	217 SUMMIT AVE
220415	12/13/2022	Garbage and pets	217 SUMMIT AVE
230029	2/7/2023	Abandoned structure - exterior issues	316 WALLER AVE
230054	3/2/2023	Deck, weeds, rubbish	106 WEST ST
230163	5/16/2023	Unsafe structure	203209 W MAIN ST
230205	6/21/2023	Foul smell in apartment	917 IRON ST
230226	7/13/2023	Stop work: No building permit for deck	472R E EIGHTH ST
230234	12/5/2023	Structural support of porch	303 Glenn Ave
230255	8/22/2023	Stop work: No permit	900 W MAIN ST
240050	2/6/2024	Dogs and cats	164 W FIRST ST
240051	2/7/2024	No UCC permit for commercial conversion to 4 unit apartments	1001 OLD BERWICK RD
240055	2/12/2024	Permit violation	625 EAST ST
240145	4/20/2024	Condemned property - roof and floor caving in	52 WASHINGTON AVE
240387	9/12/2024	No permits	1130 OLD BERWICK RD

240406	9/23/2024	No UCC permit	502 W MAIN ST
240420	9/30/2024	Soft floor, odor, green pool, Condemned	637 CATHERINE ST
240449	10/23/2024	Structural wall issue	50 E FIRST ST
240484	11/6/2024	Barn in rear in poor condition	313 EAST ST
240527	11/18/2024	5-year sprinkler	2 W MAIN ST
240530	11/18/2024	Fire alarm	157 W MAIN ST
240566	12/9/2024	Rubbish/Smoke Alarms	637 CATHERINE ST
240576	12/23/2024	Ventilation	157 W MAIN ST
250031	1/29/2025	Leaking sprinkler pipes	211 E FIRST ST
250050	2/11/2025	HVAC and duct work issue	595597 W MAIN ST
250067	2/26/2025	Exterior conditions	420422 WEST ST
250068	2/26/2025	Shingles blowing off neighboring roof	277 E SEVENTH ST
250069	2/26/2025	Retaining wall falling apart	150 W RIDGE AVE
250169	5/12/2025	Kitchen fire damage	591593 W MAIN ST
250188	6/2/2025	Grass and garbage	977 W MAIN ST
250193	6/19/2025	No heat,	300302 EAST

		electrical panel issue	ST
250202	7/1/2025	Cats and feces	334336 W FOURTH ST
250214	7/16/2025	Vehicle into building	327345 COLUMBIA BLVD
250244	8/15/2025	Electrical fire	142 E MAIN ST
250245	8/19/2025	Car into front porch	436 EAST ST
250246	8/20/2025	Complaint of items needing fixed	150 E FOURTH ST
250252	8/21/2025	Water main leak underneath apt 3	400 RAILROAD ST
250254	8/21/2025	Inoperable vehicles	270 E NINTH ST
250257	8/28/2025	Garbage and mattress	119121 NORTH ST
250258	8/28/2025	Mattresses and garbage	207 MILLVILLE RD
250259	8/28/2025	Mattress	53 W MAIN ST
250260	8/28/2025	Rubbish and building material in yard for months	125 NORTH ST
250262	8/29/2025	Rubbish	223 RAILROAD ST

Showing 1 to 48 of 48 entries



Case Report

<u>10/01/2019 - 08/31/2025</u>

Case #	Case Date	Description	Parcel Address
190049	10/22/2019	Exterior Conditions - Several Citations Issued.	571 W THIRD ST
200510	12/28/2020	Condemnation	136 E THIRD ST
210410	11/19/2021	Condemned - VACANT	239241 W FIRST ST
220089	4/11/2022	Interior conditions (Units 2, 3, 4, 5 & 6 condemned)	208 W FIRST ST
230062	3/16/2023	Condemnation - Vacant Building	222224 W EIGHTH ST
230134	5/9/2023	Vacant/Condemnation	215 MILLVILLE RD
230238	7/25/2023	Water damage, Condemned	208 W FIRST ST
230264	8/30/2023	Unlicensed Rental (Pending Adjudication)	639 W PINE AVE
240107	4/10/2024	Exterior Conditions (Pending Adjudication)	119 WEST ST
240110	4/16/2024	Grass & Weeds	643 OLD BWK RD

240120	4/17/2024	Exterior Conditions	681 PARK ST
240163	5/2/2024	unlicensed vehicle	833 LIGHTSTREET RD
240211	5/29/2024	Condemnation	598 W MAIN ST
240238	6/28/2024	Zoning Permit Required	594 W MAIN ST
240244	7/2/2024	Exterior Conditions (pending adjudication)	226 W ANTHONY AVE
240245	7/2/2024	Exterior Conditions (pending adjudication)	228 W ANTHONY AVE
240327	8/13/2024	Junk Vehicles	602 EAST ST
240355	8/26/2024	Stairs	644 E THIRD ST
240374	9/5/2024	Exterior Step Replacement	280 OAK LN
240469	11/4/2024	Vacant/Remodeling	179181 RAILROAD ST
240470	11/4/2024	Roof	538 Millville Rd
250008	1/15/2025	Heat	115 E FOURTH ST
250026	1/27/2025	Water Leak/Condemned	350 E EIGHTH ST
250032	1/29/2025	Rental License Transfer	211 W MAIN ST
250099	4/2/2025	Roof leak	602 EAST ST
250111	4/9/2025	Unlicensed Vehicle (Pending Adjudication)	974 W MAIN ST

250126	4/29/2025	Grass, Weeds & delipidated Structures	453 E THIRD ST
250127	4/29/2025	Electrical Hazard (pending adjudication)	423 E FOURTH ST
250146	5/2/2025	Grass & Weeds (Pending Adjudication)	5254 MILLVILLE RD
250167	5/9/2025	Construction Site	105 FRANKLIN AVE
250194	6/23/2025	Exterior Conditions	311 LIGHTSTREET RD
250195	6/24/2025	Grass/Weeds	131 COLUMBIA AVE
250199	6/25/2025	ADA Concerns	101109 W MAIN ST
250200	6/26/2025	Exterior Conditions	345 W THIRD ST
250203	7/2/2025	Prohibited Vehicle	42 MILLVILLE RD
250204	7/2/2025	Prohibited Vehicle	548550 OLD BERWICK RD
250206	7/2/2025	Rental License Required	601 COUNTRY CLUB DR
250207	7/7/2025	Tall Grass	217 E EIGHTH ST
250208	7/7/2025	Grass/Weeds	519 W THIRD ST
250216	7/17/2025	Potential Unlicensed Rental	150 W FIRST ST
250217	7/17/2025	Potential Unlicensed	123 WILLIAM

		Rental	ST
250220	7/17/2025	Potential Unlicensed Rental	145 LAURA AVE
250221	7/17/2025	Potential Unlicensed Rental	430 EAST ST
250222	7/17/2025	Potential Unlicensed Rental	407 W FIRST ST
250225	7/18/2025	Constructions concerns	328 E FOURTH ST
250226	7/21/2025	Weed Killer	404 MILLVILLE RD
250236	7/29/2025	Municipal Waste	418420 E THIRD ST
250243	8/14/2025	Exterior balcony	638 E FOURTH ST
250247	8/20/2025	Expired Rental License	224226 W FOURTH ST
250248	8/20/2025	Expired Rental License	432 W MAIN ST
250249	8/20/2025	Garbage	413415 EAST ST
250250	8/20/2025	Hedge Maintenance Required	405 EAST ST
250251	8/20/2025	Fruit Flies	148 E SEVENTH ST
250255	8/25/2025	Exterior Conditions	721 IRON ST
250256	8/26/2025	Mold Concern	476 W MAIN ST
250261	8/29/2025	Smoke Alarm activation	119121 NORTH ST

Bloomsburg Police Department			
August 2025 - Council Report			
	2024	2025	
Calls Station Log Book	692	597	
Calls 911 Center	851	728	
Investigated Collisions	47	33	
Reportable Collisions	12	7	
Non-Reportable Collisions	6	10	
Traffic Citations	61	42	
Non-Traffic Citations	34	12	
Warnings	18	19	
Criminal Arrests	14	13	
Offense Reports (No longer includes parking for 2025)	195	77	
Warrants Contacted	59	0	
Warrants Fulfilled	44	5	
OTHER DEPARTMENTAL REVENUE			
Accidents/Incidents/Record Checks	\$260.00	\$0.00	
Dumpster	\$50.00	\$100.00	
Street Closing	\$50.00	\$25.00	
Secondhand Goods Permits	\$0.00	\$0.00	
BYOB Permits	\$0.00	\$25.00	
Event Permits	\$725.00	\$25.00	
Bonfire Permits	\$0.00	\$0.00	
Electronic Media	\$0.00	\$0.00	
TOTAL	\$1,085.00	\$175.00	

Date: 09/05/25

Bloomsburg Police Department							
	August 2025 - Officer's Report						
Title	Name	Criminal Arrests	Traffic Arrests	Non-Traffic Arrests	Warnings		
Chief	Fosse	0	0	0	0		
Sgts.	Carl	0	0	0	0		
	Bowman	0	2	0	0		
Police Office	ers:						
	Cromley	0	0	0	0		
	Hill	0	0	0	0		
	Beck	0	1	0	1		
	Auchter	0	1	0	0		
	Szkodny	1	0	0	0		
	Pfeiffer	1	8	1	3		
	Edgar	3	7	0	0		
	Dombrosky	3	5	0	4		
	Reinford	0	0	2	0		
	Stiver	2	13	7	10		
	Fitzwater	0	3	0	0		
	Lingousky	2	0	0	1		
	Shampanore	1	1	2	0		
Part Time	Deitterick	0	1	0	0		
TOTALS:		13	42	12	19		

Chief Michael Fosse

Date: 09/05/25

Page 2 of 2

Bloomsburg Municipal Airport Report 8/10-8/24

1. Arrivals and Departures 8/10 – 8/24 (data from Flightaware)

- Arrivals = 153 from 69 Aircraft
- Departures = 149 from 68 Aircraft
- Several Military Aircraft from Fort Indiantown Gap visited however unable to track due to their ADSB being disabled.

2. Fuel Farm

- The current fuel level is 1850 gal. A full load of 8500 gal. will be arriving on Thursday 8/28.
- Current fuel sales in Aug are at 3212 gal from 8-1 to 8/24
- Some new fuel farm stats:
 - Total sales in April 1318 Gal.
 - o Total sales in May 1202 Gal.
 - Total sales in June 2603 Gal.
 - o Total sales in July 3608 Gal.

3. Hanger Status

- All hangers on the field are currently full and have two names on a waiting list looking for hanger space when they come available.
- 4. Performed regular runway, lighting checks & weather station checks. Changed out several light bulbs on runway lights
- 5. Looking into LED bulbs for runway sign vs overpriced halogen light bulbs that are currently used.
- 6. Performed some wildlife repelling.
- 7. Found a taker on the old Jet A tank, however we must have it cleaned and decommissioned first. Mike for ARM environmental has provided a quote (see attached) and can decommission the tank mid Sept. if approved.
- 8. So far, we have received two quotes for decommissioning of the old Jet A tank, however we are waiting for a third quote. Please see the attached quote for reference.

Submitted 8/25/2025 Dan Broadt A/P Mgr.

MEMBER PARTICIPATION AGREEMENT

This Member Participation Agreement is entered into by and between Town of Bloomsburg- Columbia County, all Member Municipalities which are now or may hereafter become Members of the Keystone Municipal Insurance Trust (the "Trust") and the Trustees of the Keystone Municipal Insurance Trust for the purpose of forming a group workers' compensation pool for the payment of workers' compensation obligations from a common fund which is mutually guaranteed by each of the Members.

The undersigned Member, intending to be legally bound hereby, and in consideration of other Members executing the Keystone Municipal Trust Agreement (the "Trust Agreement") or Member Participation Agreements, does hereby agree to become a Member of the Keystone Municipal Insurance Trust and to abide by the terms and conditions of the Trust Agreement, which are incorporated by reference and made part hereof as though fully set forth at length herein.

The undersigned Member agrees to participate in the Trust for a period of no less than two years, with annual renewals thereafter, subject at all times to continued satisfactory compliance with the terms and conditions of the Trust.

The undersigned Member agrees to fully comply with all of the terms and conditions of the Trust Agreement, including any amendments thereto, to cooperate with the other Members, the Trustees, the Administrator and all other authorized representatives of the Trust in satisfying any obligations, covenants, policies or procedures required by the Trust to ensure the fulfillment of its objectives. The undersigned Member agrees to pay its initial contribution and all of its annual contributions and assessments which may hereafter be required, and pledges its full taxing authority for the payment of those obligations.

The undersigned Member acknowledges and agrees that title to the Trust is vested in and will remain exclusively in the Trustees for the purpose of carrying out the purposes of the Trust and no Member or any official, employee or agent of any Member nor any individual shall have any right, title or interest in the Trust nor any right to contributions made or to be made thereto, nor any claim against any Member on account thereof, except to the extent as may be specifically set forth in the Trust Agreement.

The undersigned Member acknowledges that Membership in the Trust does not relieve it of its obligations to pay workers' compensation claims in accordance with The Pennsylvania Workmen's Compensation Act, 77 P.S. § § 1 et seq., and any regulations promulgated thereunder.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. If any term of this Member Participation Agreement or the Keystone Municipal Insurance Trust Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the

MEMBER PARTICIPATION AGREEMENT

remaining part of such term nor the validity of any other terms of these Agreements shall in any way be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Member Participation Agreement to be executed to be effective as of the date set forth before for that purpose.



MEMBER PARTICIPATION AGREEMENT

TO BE COMPLETED BY Town of Bloomsburg- Columbia County

MEMBER'S CONTACT PE	ERSON:		
Name:		Title	
Mailing Address:	•		
Street Address (if different fi	rom above):		
		Phone: ()	
SIGNATURE OF AUTHOR			
Title:			

MEMBER PARTICIPATION AGREEMENT

TO BE COMPLETED BY TRUST

Effective Date of this Agreement:		
Municipality:		
Contract Number:		
	-	
SIGNATURE OF AUTHORIZED TRUST OFFICIAL		
		•
Title: Administrator		
Dated:	•	





SUPPLEMENTAL INFORMATION ADDENDUM TO APPLICATION FOR MEMBERSHIP IN A GROUP WORKERS' COMPENSATION FUND

1.	Name of fund _	Keystone Municipa	l Insurance Trust			
2.	Complete legal name of member-applicant					
3.	Member/Applica	ant mailing address _				
4.	Member/Applicant telephone number					
5.	How many years	has the member-appli	cant operated in Pennsylvania?			
6.		wing information abou Il sheets if necessary).	t all of the member-applicant's Pennsylv	rania business locations		
	Nam	ne/Division	Address	Number of Employees		
				·		
			TOTAL			
lf th	ne member-applica	ant is a subsidiary of a l	J.S. parent company, provide the followi	ng information:		
Тор	U.S. parent name			3		
Ado	lress					
City	/Town		State	ZIP		
Per	centage of owners	hip				

ATTESTANTS

The member-applicant hereby attests that the facts set forth in the foregoing application are true; that it has never defaulted on the payment of obligations and liabilities due under the Workers' Compensation Act and the Pennsylvania Occupational Disease Act as an individual self-insurer; that it has not been found to have violated Section 305 or Section 435 of the Workers' Compensation Act as an individual self-insurer; and that it has not been delinquent in payment of or cancelled for non-payment of workers' compensation premiums for a period of at least two years prior to the submission of this application.

ACKNOWLEDGEMENTS AND AGREEMENTS

In consideration of the approval of this application for membership in a group workers' compensation fund, the member-applicant hereby expressly agrees as follows:

- 1. To accept and to be bound by the provisions of the Workers' Compensation Act and the Pennsylvania Occupational Disease Act and the rules and regulations promulgated under the acts.
- 2. To provide to the fund any data, documents or information required by the fund to decide if it meets the fund's criteria for membership.
- 3. To assume, pay and discharge jointly and severally any liability under the acts of any and all members of the fund and any and all obligations and expenses of the fund incurred during its period of membership. The applicant acknowledges that it is liable for all claims incurred during its membership, even after its membership in the fund has terminated. It further acknowledges that if the assets of the fund are not sufficient in future years to pay losses for the years in which it was a member, it is liable to pay assessments on those losses.
- 4. That, by this reference, it adopts, approves, ratifies and confirms the terms and provisions of the trust agreement of the fund or amendments thereto, or both, filed or which may hereafter be filed with the Bureau of Workers' Compensation of the Department of Labor & Industry.
- 5. That these agreements shall be binding upon the member-applicant, its successors and assigns.

The mamber applicant bareby formally applies for membership in the above named fund to be effective 12:01 a.m.

JANUARY	, 20 <u>26</u> .	ip in the	e above-named rund, to be e	TICCHYC 12.01 d.m.
Membership Start D	ate			
		By:		
	Vitness	· -	Owner/Office	r signature
Name and Tit	le (typed/printed)	_	Name and Title (1	yped/printed)
		÷		
		-	Signature	e Date
Employer Information	Claims Information Services		Hearing Impaired	Email

toll-free inside PA: 800.482.2383

local & outside PA: 717.772.4447

PA Relay 7-1-1

ra-li-bwc-helpline@pa.gov

Services

717.772.3702

A SELF INSURANCE PROPOSAL PREPARED FOR:

TOWN OF BLOOMSBURG- COLUMBIA COUNTY
301 E. 2ND ST.
BLOOMSBURG, PA 17815



PRESENTED BY:
Caleb Sheldon, The Kilmer Group
Keystone Municipal Insurance Trust
(800) 472-8887



KEYSTONE MUNICIPAL INSURANCE TRUST

Effective Date 1/1/2026

DISCLAIMER - The abbreviated outlines of coverage used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage. Please read your policy for specific details of coverage.

Keystone Municipal Insurance Trust (KMIT) A competitive Self Insured Workers Compensation Alternative for Pennsylvania Municipalities and Authorities

HISTORY: KMIT was formed in 1996 by a group of charter member municipalities. It is non-profit and owned by its members. The Trust formed to protect municipalities from the fluctuations of the standard insurance market. One of its primary goals is to maintain stable pricing and premium savings for the members.

OWNERSHIP: KMIT is owned by its member municipalities. The members have a direct voice in KMIT management. Each of the seven Trustees on the Board is a management or elected official of one of the member municipal entities. Because the members own the Trust, they retain investment income and surpluses, which may be returned to the members with the Commonwealth of Pennsylvania's approval.

RISK MANAGEMENT AND LOSS PREVENTION: KMIT members have access to professional risk improvement services to increase their level of work place safety. Our specialized team of professionals at Keystone Risk Management can help you achieve compliance with the Commonwealth's required Accident and Illness Prevention Program elements. We also provide on-site consultations and training on relevant safety topics.

CLAIMS MANAGEMENT: KMIT members enjoy the benefits of Inservco's comprehensive claims management. The online first notice of loss starts the professional management of each claim. Online access lets members be active partners in the resolution of each claim and returning an injured employee to work.

PROFESSIONAL MANAGEMENT: KMIT uses professional services including actuarial, accounting, asset management, and administration. KMIT reports to and functions within the oversight of the Commonwealth of Pennsylvania's Department of Labor and Industry, Bureau of Workers Compensation.

REINSURANCE: KMIT purchases reinsurance coverage which provides asset protection without the need to fund insurance company profits.

OPPORTUNITY: KMIT offers a unique opportunity to municipalities throughout Pennsylvania. The Trust continues to welcome new members who are committed to providing a safe work environment and reducing workers' compensation losses. We encourage you to join the growing number of Pennsylvania municipalities who recognize the KMIT difference, the KMIT advantage.

KMIT Board of Trustees

President: Bill Lowthert, Lewisburg Borough- Union County
Vice President: Jess Novinger, Milton Borough- Northumberland County
Treasurer: Dan Santoro, Cranberry Township - Butler County
Secretary: Tom Petrucci, South Whitehall Township- Lehigh County
Trustee: Vern Ashway, Washington Township- Franklin County
Trustee: Mark Hudson, Hanover Township- Northampton County

Keystone Municipal Insurance Trust Workers Compensation Coverage

Member:

Town of Bloomsburg- Columbia County

Policy Term:

01/01/2026 to 01/01/2027

Coverage	Limit	Notes
Workers Compensation Benefits	s (A):	
States: PA	Statutory	
Employers Liability (B):		
Bodily Injury by Accident	\$1,000,000	Each accident
Bodily Injury by Disease	\$1,000,000	Policy limit
Bodily Injury by Disease	\$1,000,000	Each employee
Additional Coverages		
Other States		Except monopolistic states

EXPERIENCE MODIFICATION:

Experience Modification Factor: 0.905

Town of Bloomsburg- Columbia County Estimated Payrolls and Exposures

Class Code Classification		Payrolls	
951	Inspectors	\$198,379	
953	Clerical	\$402,462	
980	Cities & Towns	\$998,874	
985p	Paid Police	\$1,560,802	
993	VAC	\$1,600	

Note: KMIT does not cover paid or volunteer firefighters effective 1/1/2013.

KMIT Premium

Total estimated 2026 standard premium	\$105,781
Premium modified by experience mod	\$95,732
Discount of 10.9% on premium over \$5k	\$9,817
Estimated adjusted annual premium	\$85,915
Administration fee	\$1,000
Total annual contribution	\$86,915

Estimated premium based on 2026 rates authorized by the KMIT Board of Trustees and approved by the Commonwealth of Pennsylvania, Department of Labor and Industry.

Workers Compensation Self-Insurance

The coverage agreement obligates the Trust to pay all compensation and other benefits required of the insured by the workers compensation law or occupational disease law of any state listed in the policy. The coverage applies to bodily injury by accident and by disease.

Coverage (A) shows no dollar limit for the benefits provided since any applicable limits would be those established within the law. Benefits under coverage (A) are paid to the employee without regard to fault.

Employers Liability

This coverage protects employers for their legal liability for bodily injury by accident or disease to an employee arising out of and in the course of the employee's employment when not covered under the workers compensation law. Before benefits are paid under this coverage, the employee must prove the employer is liable for the injury.

Bodily Injury By Accident

This amount is the most the Trust will pay under coverage (B) for all claims arising from any one accident, regardless of how many employees are involved in the accident. The standard limit is \$100,000 for any one accident, the KMIT standard limit is \$1,000,000.

Bodily Injury By Disease (Policy Limit)

This is the aggregate limit the Trust will pay under coverage (B) for all claims sustaining bodily injury by disease during the policy period. The standard policy limit is \$500,000, the KMIT standard limit is \$1,000,000.

Bodily Injury By Disease (Each Employee)

This amount is the most the Trust will pay under coverage (B) for damages due to bodily injury by disease to any one employee. The standard limit of liability for each employee is \$100,000, the KMIT standard limit is \$1,000,000.

Experience Modification Factor

This is a factor that deals with the rating of the policy. The experience modification factor is based on the insured's loss experience. The factor is used to increase or decrease the manual rates of insurance.

KMIT's Board of Trustees

The KMIT Board of Trustees is made up of seven Trustees elected by the members.

KMIT has been fortunate to have Board representation by elected officials, township and borough managers, a volunteer fire company chief, and a public works director. These dedicated individuals represent the needs and concerns of the member municipalities and authorities across Pennsylvania. The Trustees bring their unique municipal perspectives and a commitment to serve the member constituent's interests to the management of the Trust. They are working for you, the municipal members. The Trustees truly understand your workers compensation needs and issues and they bring that clarity to the management of a self-insurance program tailored just to Pennsylvania municipalities such as Coudersport Borough- Potter County.

Please feel free to contact any or all of these dedicated KMIT Board Members:

Board Position	Trustee's Name	Member Municipality	County	Phone Number
President	Bill Lowthert	Lewisburg Borough	Union	570-523-3614
Vice-President	Jess Novinger	Milton Borough	Northumberland	570-742-8759
Secretary	Tom Petrucci	South Whitehall Township	Lehigh	610-398-0401
Treasurer	Dan Santoro	Cranberry Township	Butler	724-776-4806
Trustee	Vern Ashway	Washington Township	Franklin	717-762-3128
Trustee	Mark Hudson	Hanover Township	Northampton	610-866-1140

The Kilmer Group KMIT's Administrator

The operations of **Town of Bloomsburg- Columbia County** require our special attention. We propose assigning **The Kilmer Group** as principal account executive. In order to continue the depth and quality of service, **The Kilmer Group service team** will also assist you. Our service concept is designed to offer your municipal entity specialized service provided by our experienced staff of professionals. This **TEAM** concept will give you the finest service.

The Kilmer Group will keep you informed about *Keystone Municipal Insurance Trust's* risk improvement and loss mitigation services, claims reporting, administration, and other issues that face public employers. In addition to our specialized service, we will assist you with understanding and meeting the requirements of membership in *Keystone Municipal Insurance Trust* such as posting provider panels and implementing post-offer, pre-employment hepatitis C screening for emergency services employees and volunteers and integrating *Keystone Municipal Insurance Trust's* Safety Coordinator's Tool Box, action plans and return to work processes into your existing accident and illness prevention program. It is our goal to provide you with relevant information and training that will help your municipal entity succeed at keeping all of your workers and volunteers safe.



The KMIT Team

Michael C. Kilmer

Michael C. Kilmer began his insurance career in 1975 and has continuously represented clients at the agency level. In addition, he has served the community as a board member of various charitable organizations. Mr. Kilmer received his Chartered Property and Casualty Underwriter (CPCU) designation in 1986, his Certified Insurance Counselor (CIC) designation in 1983, and his Associate in Risk Management (ARM) in 1990. Mike is a graduate of Gettysburg College.

Matt Tavani

Matt, Vice President of The Kilmer Group, works closely with Mike Kilmer and Lisa Mapes on the day-to-day operations of KMIT. He has several years of experience in the insurance industry, holding licenses in property and casualty as well as life and health. Within the industry, he has worked in sales, management, and operations. He holds the CWCA designation. Matt is a graduate of De Sales University (undergraduate) and Wilkes University (master's degree).

Lisa Mapes

Lisa is The Kilmer Group's financial specialist and lends this expertise to KMIT. Lisa has been with The Kilmer Group since 2012 and is knowledgeable in many aspects of the agency's operations. Within KMIT, Lisa handles most of the finances, working closely with the KMIT Board of Trustees' treasurer.

KMIT Dividend History Dividend Declaration & Disbursement to KMIT Members

Dividend Returned in 2002	\$50,000
Dividend Returned in 2003	\$50,000
Dividend Returned in 2004	\$60,000
Dividend Returned in 2005	\$80,000
Dividend Returned in 2006	\$100,000
Dividend Returned in 2007	\$125,000
Dividend Returned in 2008	\$150,000
Dividend Returned in 2009	\$175,000
Dividend Returned in 2010	\$212,000
Dividend Returned in 2011	\$110,000
Dividend Returned in 2017	\$135,000
Dividend Returned in 2018	\$250,000
Dividend Returned in 2019	\$300,000
Dividend Returned in 2020	\$350,000
Dividend Returned in 2021	\$450,000
Dividend Returned in 2022	\$750,000
Dividend Returned in 2023	\$750,000
Dividend Returned in 2024	\$1,000,000
Total Dividends Returned	\$5,097,000

Keystone Municipal Insurance Trust Policy Statement

- It is the policy of KMIT municipalities to perform all work with the highest regard for the safety of all of our employees.
- Safety is of the utmost importance in the performance of all operations and must be an integral part of each work task.
- Safety should never be neglected because of undue haste.
- No job is so important or service so urgent that it cannot be performed safely.
- It is important that all employees recognize their responsibility to incorporate safety into their daily work.

BILLS TO BE ACKNOWLEDGED September 3, 2025

	Fund			
01		GENERAL FUND:		
	400/486	e	Administration	\$ 93,835.03
	409		Town Buildings	\$ 1,499.72
	410		Police Protection	\$ 64,793.34
	413		Code Enforcement & Zoning	\$ 63,008.03
	415		Emergency Management	\$ 25.40
430	/431/433/435	5/436/437	Public Works	\$ 386,465.71
	440		Airport	\$ 3,121.33
	454		Town Park	\$ 7,099.33
			Human Relations	\$ +
			Tax Collection	\$ 127
	455		Shade Tree	\$ -
	459		Community Garden	\$ 39.88
			Total	\$ 619,887.77
	02	STREET LIGHTING FUND		\$ 2,418.29
	03	FIRE FUND	a	\$ 6,166.94
	04	RECYCLING FUND		\$ 28,933.63
	05	LIBRARY	9	\$ *
	23	DAYCARE		\$ 7,260.00
	31	COMMERCIAL LOAN REPAYMENT		\$ 26,604.80
	32	POOL FUND		ŕ
	35	LIQUID FUELS FUND		\$ 3,941.18
	37	AIRPORT FUND	0° 04	\$ 2 /2
	41	CDBG ENTITLEMENT		\$
	42	CDBG-DR/ FMA		\$ ÷
	45	HOME		\$ -
		AUGUST PAYROLL		\$ 267,429.49
		TOTAL BILLS TO BE APPROVED		\$ 962,642.10

dedicated to bringing the arts to all communities throughout our region

August 2025

Greetings, friends!

One October recently, watching students at work painting Halloween windows, I stopped in at one of the shops near the Square to chat with the proprietor, and her customer said to us "This is the best day in Bloomsburg." Yes!

The Exchange welcomes your support of the annual Halloween Window Painting Contest in downtown Bloomsburg, a cherished decades-old tradition that brings together students, families, schools, and our whole town to celebrate creativity and community spirit. We expect at least 150 students to take part in 2025; participating schools will include Benton Junior/Senior High; Bloomsburg Middle and High; Central Middle and High; Columbia County Christian; Southern Columbia High; and possibly others.

This year for the first time we seek sponsors for the event. Supporting Window Painting is a unique opportunity to foster artistic expression by the talented participants from schools throughout Columbia County and also to strengthen connections:

- Engage the community through an exciting, family-friendly event that encourages creativity.
- Support local art students, helping to cultivate the up-and-coming generation of creators.
- Generate positive public relations for your business.

In addition to supporting the event itself, your 100% tax-deductible contribution in any amount supports the artists and their schools: All prize money goes to the schools' art departments to help fund their programs and projects.

Suggested levels of support:

\$1,000 - Stained-glass Window sponsor

\$500 - Showcase Window sponsor

\$250 - Bay Window sponsor

\$100 - Skylight sponsor

We will recognize your business in our social media posts and press releases about Window Painting, ensuring you receive positive visibility for your generous support.

We know that this contest, with its rich history and broad community involvement, is a perfect opportunity for your business to contribute to a thriving and vibrant local arts scene. Thank you for considering this request. We look forward to joining with you to make this year's Halloween Window Painting Contest a great success.

All the best -

Oren B. Helbok

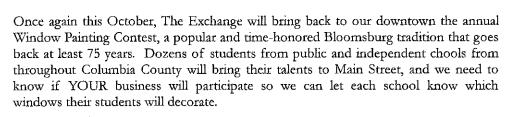
Executive director



BLOOMSBURG PA | EXCHANGEARTS.ORG dedicated to bringing the arts to all communities throughout our region

Dear friends -

Friday, 22 August 2025





We appreciate your participation so as many students as possible can take part. In 2024, more than 150 students from seven schools painted 76 windows. Our Main Street never looks better!

1. Students will paint the outsides of the windows between Monday, October 13th, and Friday October 17th. (No painting happens inside.) Our professional window cleaner will remove the paintings on Monday, November 3td.

2. We will award Chamber Gift Certificates to the top three schools in each category (high school and middle school), as judged by impartial community volunteers. First prize \$50, second prize \$35, and third prize \$25.

3. Most painted areas measure a standard size of 40" wide by 50" high. We also welcome using your glass doors and other larger or smaller windows. Please indicate below what size glass(es) your establishment has.

4. We charge a fee of \$20.00 per painting to offset the cost of cleaning and prizes. To participate in this year's Window Painting, please fill out the request form below and return it to The Exchange, 24 East Main Street, Bloomsburg, PA 17815 by Friday, September 19th, along with payment; you may pay by cash or check.

If you have any questions, contact me at 570-317-2596 or by e-mail at Exchange@ExchangeArts.org.

THANK YOU FOR SUPPORTING THIS DECADES-OLD COMMUNITY TRADITION!

Oren B. Helbok Executive director

ass

24 EAST MAIN STREET	BLOOMSBURG PA 17815	EXCHA
24 Purit Minii Olkeri	DECOMODERCI III 11010	21101111

EXCHANGE@EXCHANGEARTS.ORG

570-317-2596

		2025 Hali	loween/Autumn Window Painting Contest
Business name	<u> </u>		Contact person
Address		<u></u>	Phone number
E-mail			
I would like_ of \$20.00 per		mber) standard s	ize painting(s) (40" wide by 50" high) painted on my business at a cost
I would like_ of \$20.00 per		mber) specially-s	ized painting(s) to fit my window(s) sized at at a cost
Special instru	ictions (if a	ny):	
Please mark:	□Cash	□ Check	Please make checks payable to The Exchange.







COMMONWEALTH UNIVERSITY OF PENNSYLVANIA

Community-Based Employer Agreement

This agreement is entered into between Commonwealth University and
Organization to provide work to eligible students under the Federal Work-Study Program.

The organization is considered the employer for purposes of this agreement. You have the authority to direct the job assignments of the federal work-study student(s), regulate their hours of work, and ensure that they perform their duties properly. You may choose the eligible student(s) you wish to hire and decide if they will continue to be employed each semester. Student eligibility is determined on a yearly basis; eligibility may vary during the year if there are changes in the student's financial aid package.

Commonwealth University of PA Financial Aid office determines whether the student meets the needs of eligibility requirements for employment under the Federal Work-Study Program, refers eligible students to the employer (we do not screen the students), determines the number of hours per week the student is allowed to work, determines their start/end dates of employment, completes payroll paperwork, and pays the wages of each student. The Financial Aid Office will also determine the number of hours each employer has per week to hire eligible students. This may vary or change during the academic year and summer term.

Employer Responsibilities

- A Hire Request Form will be completed by the Commonwealth University Student Employment Office within JobX and submitted to the student payroll office and then communicated to the employer upon completion by the student payroll office. This Hire Request Form will contain the student's award information and effective start date of employment. A student is not permitted to begin his/her employment until this information has been communicated.
- 2. The employer must have a copy of the job description on file for all student employees. You will need to provide a copy of the job description to the Student Employment office.
- 3. Students **must be** supervised at all times.
- 4. Request a copy of the student's schedule each semester. Students may not work during class time even if classes have been moved to on-line instruction, or are canceled for any reason such as bad weather.
- 5. Students will be paid at the current university approved rate for the academic year (\$12.00). Students may not work more than 8 hours a day. If the student works a full day they need to take a (minimum)½ hour "unpaid" lunch break. If the student works 5 consecutive hours, they must take a 15 minute "unpaid" break.
- 6. Supervisors will be required to submit a weekly timesheet to the Student Employment office by 4:00PM every Thursday. By submitting/signing the timesheet, you are verifying that the







student(s) have reported to work and performed the tasks as assigned. The Student Employment office keeps a copy of the time sheets, but employers are also required by law to retain the time sheets for 5 years.

- 7. The Student Employment office should be kept informed of any disciplinary problems so that student files can be documented and larger issues can have further university intervention if needed. However, since the supervisor has the day-to-day contact with the students, it is up to you to address any problems and to keep documentation in the event a student needs to be dismissed. We require documentation of 2 verbal and 1 written warning prior to the dismissal of any student worker.
- 8. A Student Evaluation is required every semester to be completed by the supervisor and signed by the student employee.
- 9. If an injury occurs, you must notify the Commonwealth University Office of Student Employment immediately regarding the cause and nature of the injury. We will provide you with an Accident/Incident Form which must be completed by the immediate supervisor and returned to the Financial Aid office. If medical care is administered, a copy of the attending physician's report must also be submitted.

Failure to ensure compliance with all procedures, guideline and policies pertaining to the Community-Based Employer program may jeopardize the employer's participation in the future and may result in the permanent removal of that employer.

This agreement represents the understanding between the parties. This agreement shall only be modified in writing with the same formality as the original agreement.

For the Organization:	For Commonwealth University:
Signed	Signed
Printed Name/Title	Christina Preston Student Employment Coordinator Commonwealth University
Date	Date
Q	6







COMMONWEALTH UNIVERSITY OF PENNSYLVANIA

Please	nrovide	the	following	inform	ation
ricase	provide	uie	TOHOWING	IIIIOIII	iation.

Job Description Required Information:		
Job Title		
Job Location:		
Responsibilities:		
	Must be Federal Work Study Eligible	
Qualifications:	Must be enrolled in classes	
Number of Positions:		
Start Date:		
End Date:		
Time Frame:		
Base Pay Rate:		
Hours a week:		
Primary Contact Person:		
Primary Contact Phone:		
Primary Contact Email:		







Town of Bloomsburg

Draft Social Media Policy

Purpose

The Town of Bloomsburg maintains official social media accounts to provide timely, accurate information to the public, highlight Town services and events, and encourage civic engagement. These accounts are not intended to serve as public forums for debate but as platforms for sharing official information.

Scope

This policy applies to the Town's official Facebook page and Instagram account, as well as any future official accounts approved by Town administration.

Content Management

- 1. **Authorized Administrators**: Only designated staff approved may post, edit, or remove content.
- 2. **Official Use**: Content must be professional, factual, and directly related to Town operations, services, projects, or community events.
- 3. **Tone & Style**: Communications should be clear, respectful, and neutral in political matters. Personal opinions are not permitted.
- 4. **Emergency Messaging**: In the event of emergencies or disasters, official posts may include alerts, closures, safety updates, or links to credible sources.
- 5. **Record Retention**: Posts and interactions are considered public records and must be preserved in accordance with the Town's record retention policy.

Account Monitoring

- Accounts will not be monitored.
- Staff will not comment on other pages or comment on the Town's accounts.
- Town pages should not be tagged in other posts.

Disclaimer

- Comments expressed by the public on the Town's pages do not reflect the views of the Town of Bloomsburg.
- The Town is not responsible for content posted by followers or third parties.

Review & Updates

This policy will be reviewed periodically and updated as necessary to ensure compliance with laws, best practices, and the Town's communication goals.

CHANGE ORDER NO. TWO (2) July 2, 2025

OWNER: NAME OF AIRPORT: NAME OF CONTRACTOR:		Town of Bloomsburg, Pennsylvania Bloomsburg Municipal Airport		OWNER'S ADDRESS: LOCATION OF AIRPORT:		301 E. Second Street, Bloomsburg, PA 17815 301 Airport Road, Bloomsburg, PA 17815				
										C.W. Grimm Construction, Inc.
		Install 12,000 Gallon AVGAS Self-Serve Fuel System		Delta Project No.: PennDOT Agreement Nos.: Original Contract Amount: Previous Change Orders: Est. Cost This Change: New Contract Amount:		15126 ACB-2022-TOB-00006 MMA-2022-TOB-00006 \$717,905.00 (\$4,135.97) (\$9,941.80) \$703,827.23				
CHANG	ES ORDER	ED:								
Item No.	Spec No.	Description	Unit	Original Unit Price	Revised Unit Price	Original Contract Quantity	Revised Contract Quantity	Original Contract Amount	Revised Contract Amount	Increase or Decrease
5	P-152	MUCK EXCAVATION	CY	\$451.90	\$451.90	50	28	\$22,595.00	\$12,653.20	(\$9,941.80)
REASO	N(s) FOR C	HANGE ORDER:							Total:	(\$9,941.80)
KLAGO	11(3)10110	TANGE GREEK.								
Item					Description					
5	revises the There is no The orgina	ntity Adjustments - This item represents e final Contract quantities for this item to a cochange in Contract time associated with al contract quantity for Muck Excavation was ting in an unused quantity of 22 CY, which	actual qu h this ite vas 50 c	uantities installe m. ubic yards (CY)	ed and accepted Based on fina	d, and allows I field measu	the new Cont	ract amount to e 28 CY were requ	qual the final co	nstruction cost.
Change Change		Change Orders: Time This Change Order:	60 0 0	CD CD						
Subject		bydollars	nt is esta	blished as follo	ws:	X	Not Changed Increased by Decreased b	,	<u> </u>	days days
The fore	going is in a	accordance with your contract dated		February 22,	2023	and as listed	d below:			
B. The C. All c	rights of the aims agains	ned change and work affected thereby an OWNER are not prejudiced; and st the OWNER which are incidental to or der shall not be final or binding unless an	as a cor	nsequence of th	ne aforemention	ed change a	re satisfied.	s listed below.		
ACCEP	TED: C.W.	GRIMM CONSTRUCTION, INC.		TITLE				DATE		
ACCEP	TED: TOW	N OF BLOOMSBURG, PENNSYLVANIA	λ.	TITLE				DATE		
APPRO	VED: DEL1	TA AIRPORT CONSULTANTS, INC.		TITLE				DATE		
APPRO	VED: PENI	NDOT BUREAU OF AVIATION		TITLE				DATE		



PROFESSIONAL & ADMINISTRATIVE SERVICES AGREEMENT

Made and entered into this	day of	, 2025
Ву	& Between	
Town of Bloomsburg, COSTARS Member its principal place of business at 301 East Second		
	And	
SEDA-Council of Governments, hereinaft business at 201 Furnace Road, Lewisburg, PA 178		SEDA-COG, with its principal place o
WITNE	ESSETH THAT:	
WHEREAS, TOWN will receive an annual US Department of Housing and Urban Developm	•	opment Block Grant (CDBG) from the
WHEREAS, TOWN desires SEDA-COG to page services required by the Grant; and	orovide a portion o	of the professional and administrative
WHEREAS, HUD allows a portion of the g	rant to be used for	r planning and administration; and
WHEREAS, SEDA-COG has the required e	xpertise and desire	es to provide these services; and
WHEREAS, SEDA-COG is considered a cor	ntractor based on t	the regulation, 2 CFR 200.331; and
WHEREAS, SEDA-COG has a standing ITQ – Federal Grant and Loan Program" with the PA D COSTARS provider under Contract Number 44000 CDBG program; and	epartment of Gen	eral Services (DGS) and is an approved
WHEREAS, SEDA-COG exists under the Incommunities of which Bloomsburg is one:	ntergovernmental	Cooperation Act to serve its membe
NOW, THEREFORE, and in consideration hereinafter set forth, the parties hereto agree, w		
I. SERVICES		
SEDA-COG agrees to provide to TOWN th FFY 2025 CDBG Program:	e services hereinat	fter described or administration of the

A. <u>Preparation of the 5-year Consolidated Plan</u> (FFY 2026 through 2030). This comprehensive document serves as the overarching blueprint for the TOWN and is the result of months of data collection, community

\$7,000

	annual installments of \$7,000, as HUD CDBG funds are released.	
В.	<u>Preparation of the Annual Action Plan</u> defining TOWN priorities and projects selected for implementation and funding.	\$4,000
C.	Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). This annual report is required by HUD to review TOWN's performance and progress toward the goals of the Consolidated Plan.	\$5,200
D.	<u>Development of the Citizen Participation Plan and Implementation</u> <u>Process</u> , including hearings, notices, and follow-up.	\$3,000
E.	Management of Existing Policies and Plans to meet the HUD criteria.	\$1,600
F.	Affirmatively Furthering Fair Housing. Plan development, implementation per HUD mandate, facilitation with Request for Proposals associated with undertaking Analysis of Impediments.	\$5,800
G.	<u>Evaluation of Proposed Activities</u> to qualify for federal financial assistance including assessment of eligibility and fundability including any required budget modifications and/or plan amendments.	\$1,000
H.	<u>Financial and Grant Management</u> includes operations of the HUD Integrated Disbursement and Information System (IDIS) creating activities and reporting impacts, as well as developing and maintaining the SEDA-COG Access database and filing system. This system will support the TOWN's financial management system.	\$1,750
l.	<u>Compliance Performance Review</u> will be undertaken, on site, by HUD. SEDA-COG shall participate, assist, and provide follow-up responses.	\$2,550
J.	<u>Provide Technical Assistance</u> in connection with the implementation and management of activities for compliance with applicable regulations.	\$1,750
K.	<u>Provide Advice and Assistance</u> in pursuit of other project funds.	\$1,750
L.	<u>Provide Activity Management</u> assisting engineers and contractors in performance of duties related to the TOWN CDBG program.	\$1,500
M.	Environmental Reviews projects requiring an environmental assessment or is considered categorically subject to 24CFR 58.5 shall be completed at a cost of \$4,200. The cost of each tiered environmental review is \$5,400. Environmental Exemptions shall be completed at no cost. This fee is charged to the specific activity line item as a delivery	

meetings, public meetings, and outreach. The total cost for this plan is \$35,000. It is hereby mutually agreed that TOWN may pay this fee in

cost.

N. <u>Labor Standards Enforcement</u> shall be provided by SEDA-COG at a cost of \$1,500 per activity, plus \$200 per week of construction work, charged to the specific activity line item as a delivery cost.

II. COOPERATION AND ABANDONMENT

TOWN agrees to cooperate fully with SEDA-COG and its staff to carry out the program. In the event that TOWN abandons the program or indefinitely postpones it, SEDA-COG may terminate this Agreement by sending a ten (10) day written notice of its intention to terminate. Thereafter, SEDA-COG shall have no further duties under this Agreement. Termination by SEDA-COG under this paragraph shall not relieve TOWN from its duty to pay for the services rendered or to reimburse costs, if any, in accordance with the fee provisions of this Agreement.

III. INDEMNIFICATION

TOWN shall indemnify, save harmless and defend SEDA-COG, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from TOWN, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

SEDA-COG shall indemnify, save harmless and defend TOWN, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from SEDA-COG, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

IV. PERIOD OF SERVICE

SEDA-COG services shall commence effective January 1, 2025 and continue through the full expenditure of TOWN's FFY 2025 federal CDBG funds, but not beyond December 31, 2032.

V. COMPENSATION

The total cost for SEDA-COG administrative services shall not exceed \$36,900. Payment shall be made based on a percentage of services completed. No payments shall be made until approval of the application by HUD. Delivery costs (Environmental Review and Labor Standards) shall be invoiced separately as activity costs.

SEDA-COG shall provide to TOWN an acceptable invoice for each payment. All payments shall be contingent upon receipt of funds by TOWN from HUD.

VI. RECORDS

SEDA-COG shall maintain a separate record of accounts for all of its performances of services to TOWN under this Agreement. Further, SEDA-COG shall retain all records for a period of not less than three years from activity close-out.

VII. NON-DISCRIMINATION

No person may be excluded from participation in, denied benefits from, or otherwise discriminated against on the basis of race, creed, color, national origin, religion, sex, handicap, or age.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, SEDA-COG agrees as follows:

- A. SEDA-COG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity national origin, or age. SEDA-COG shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SEDA-COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause, as included in Attachment A, hereto attached.
- B. SEDA-COG shall, in all solicitations or advertisements for employees placed by or on behalf of SEDA-COG, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age.
- C. SEDA-COG shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. SEDA-COG shall furnish all information and reports required by TOWN and HUD, and will permit access to all books, records, and accounts by TOWN or HUD for the purposes of investigation to ascertain compliance with the requirements set forth in this clause.
- E. In the event of SEDA-COG's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and TOWN may be declared ineligible for further government contracts or federally assisted contracts, and such other sanctions may be imposed, and remedies invoked, or as otherwise provided by law.
- F. SEDA-COG shall include paragraphs A through E of this section in every subcontract or purchase order funded with CDBG funds so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as TOWN or the HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- G. SEDA-COG acknowledges that certain federal executive orders, including but not limited to Executive Order 11246, have been rescinded or are subject to change. SEDA-COG

agrees to comply with all applicable federal, state, and local laws, regulations, and executive orders in effect at the time of contract execution and throughout the duration of the contract. SEDA-COG further agrees to update its practices and documentation to reflect any changes in the regulatory environment as required by the prevailing laws and regulations. This includes, but is not limited to, compliance with any new or amended executive orders, statutes, or regulations that may be enacted during the term of this contract.

IX. PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on an activity assisted under the HUD CDBG program which provides federal financial assistance and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the activity area, and contracts for work in connection with the activity be awarded to business concerns which are located in or owned, in substantial part, by persons residing in the area of the activity.
- B. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. SEDA-COG shall send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

SEDA-COG shall include this Section 3 clause in every subcontract for work in connection with the activity and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of these regulations. SEDA-COG will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

X. TERMINATION FOR BREACH OF AGREEMENT

If either party substantially fails to perform a material promise herein, which failure is not cured within ten (10) days after receiving written notice of the failure, the non-breaching party may declare this Agreement to be terminated and such non-breaching party shall be availed all remedies provided by law.

XI. MISCELLANEOUS

A. This Agreement supersedes all other agreements or understandings between the parties with regard to the program described herein. It is based upon a proposal previously submitted to TOWN by SEDA-COG, accepted by TOWN as evidenced by signature hereof. Said proposal is herein incorporated by reference.

- B. Any amendments, deletions, additions, substitutions, or cancellations of this Agreement shall be in writing and signed by both parties.
- C. In carrying out this Agreement, both parties agree to comply with all federal, state, and local laws, regulations, and executive orders.
- D. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
- E. In the event that any audit of the program is required by any agency of government, the parties hereto agree to allow duly authorized examiners full access to and the right to examine any pertinent books, papers, documents, and records within their custody or control.
- F. The invalidity of any one or more of the phrases, clauses, sentences, or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year aforesaid.

TOWAL OF BLOOMERUDG

ATTEST:	TOWN OF BLOOMSBURG
	Justin Hummel, Mayor
ATTEST:	SEDA-COUNCIL OF GOVERNMENTS
Rosemary Orner, Executive Assistant	Kim Wheeler, AICP, Executive Director

ATTECT.

ATTACHMENT A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

- In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- 3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- 4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established worksite.
- **6.** The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- 7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and

employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- **8.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract, or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- **9.** The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

ATTACHMENT B GRANTEE INTEGRITY

- A. Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50 % of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Grantee" means the individual or entity, that has entered into the funding agreement with the Commonwealth.
 - iii. "Grantee Related Parties" means any Affiliates of the Grantee or the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
 - iv. "Financial Interest" means ownership of more than five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position in management.
 - v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
 - vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

B. Representation and Warranties.

- i. Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - 1. Been indicated or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. Been suspended, debarred, or otherwise disqualified for entering into any contract with any governmental agency;
 - 3. Had any business license or professional license suspended or revoked;
 - 4. Had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - 5. Been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. Contractor Explanation. If the Grantee cannot make the representation and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. Further Representations. By submitting any bills, invoices, or request for payment to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.

- iv. Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of this agreement if becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- C. Grantee Responsibilities. During the term of this agreement, the Grantee shall:
 - i. Maintain the highest standards of honesty and integrity.
 - ii. Take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. Establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. Not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. Not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date of the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - vi. Comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01et seq.) regardless of the method of award.
 - vii. Comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - viii. Immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- D. Investigations. If a State Inspector General investigation is initiated, the Grantee shall:
 - i. Reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
 - ii. Cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

- iii. Upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. The information may include, but is not to be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- E. Termination. For violation of any of these Grantee Integrity Provision, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- F. Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontractors shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure their compliance with provisions.



Right-of-Way Acquisition

Town of Bloomsburg, Columbia County, PA

PROJECT SUMMARY

As requested by the Bloomsburg Fair Association, LIVIC Civil has completed traffic planning/modeling and completed the traffic study for a new intersection of Ft. McClure Boulevard and SR 11. The final conceptual plan includes moving the intersection approximately 350 feet east to remove conflicts with the SR 42 ramp, build capacity and storage during fair events, and reduce conflicting traffic movements. The intersection will be designed to include permanent signalization for anticipated growth in the region and satisfying signal warrants. It is understood temporary signals will be implemented during special events.

In preparation of the new intersection, the Town of Bloomsburg is pursuing Appalachian Regional Commission (ARC) funding and desires to proceed with the Right-of-Way Acquisition. The Town will serve as the Local Project Sponsor (LPS) in pursuit of these funds.

Local Project Sponsors and others who receive state and Federal-Aid funds for projects must follow a specific process in right-of-way acquisition to ensure they do not jeopardize funding for their project. The purpose of the laws, regulations, policies, and procedures for the acquisition of right-of-ways was promulgated in accordance with the following objectives:

- To ensure that owners of real property to be acquired are treated fairly and consistently, to encourage and expedite amicable acquisition by agreements with such owners, to minimize litigation and relieve congestion in the courts, and to promote public confidence in state and federally assisted land acquisition programs.
- To ensure that persons displaced as a direct result of a project are treated fairly, consistently and equitably with minimal disruption to the persons displaced so that such persons will not suffer disproportionate damages as a result of projects designed for the benefit of the public as a whole.
- To ensure that Local Project Sponsors and PennDOT implement the regulations in a manner that is efficient and cost effective.

This applies even when state or federal dollars are not used specifically for property acquisition or relocation activities but are used elsewhere in the project for things such as planning, environmental assessments, design, and/or construction. All state and federal regulations must be followed to not jeopardize funding.

Prior to preparation of the right-of-way plan, a Phase I Preliminary Design must be completed to analyze the size and locations of lands needed for grading, conceptual stormwater detention (to satisfy NPDES requirements), and other design factors.

All PennDOT oversight right-of-way acquisitions must adhere to the National Environmental Policy Act (NEPA) and receive clearance before receiving 'Authorization to Acquire'.



General Scope of Work

Task 1 - Topographical/Boundary Survey

- ✓ Livic Civil will complete field survey of the project area. This includes all site features, evidence of utilities, pavement markings, locations of sidewalks, etc. All features needed for future design of the roadway will be included.
- ✓ LIVIC Civil will review adjacent property owners of record, complete deed research and complete boundary surveys as required. It is assumed this will include the following parcels: 05W09 00400, 05W09 00401, 05W09 00300 and parts of 05W09 00500.
- ✓ Extensive right-of-way research will be required to establish the existing right-of-way on the SR 11 Corridor. LIVIC Civil will research old right-of-way plans, verify previously completed right-of-way extensions and establish the locations existing right-of-way in the project area.

Task 2 - Preliminary Design - Phase I

- ✓ Preliminary design will be completed to accurately show the roadway limits within the field surveyed boundaries.
- ✓ Preliminary grading will be completed to identify the limits of work anticipated.
- ✓ Preliminary stormwater detention basins will be sized and graded to ensure they can be located within the required right-of-way.

Task 3 – Environmental

- ✓ LIVIC Civil will complete wetland identification analysis.
- ✓ LIVIC Civil will complete the Environmental Scoping Application including narratives, mapping, estimates, PHMC coordination, PNDI, and coordinate meetings with PennDOT
- ✓ LIVIC Civil will attend the Environmental Scoping Meeting. LIVIC Civil will maintain the minutes and update the EA as required.
- ✓ It is assumed the NEPA will be approved with Categorical Exclusion, Level 1B.
 - a. Note: IF PHMC, Environmental Phase I, hazardous material investigation, etc. are required, additional subconsultants will be sought and additional fees will be negotiated.

Task 4 - Right-of-Way Plans

- ✓ LIVIC Civil will prepare the Preliminary Right-of-Way Plan in accordance with PennDOT Publication 14M, Design Manual Part 3.
- ✓ LIVIC Civil will prepare the Final Right-of-Way Plan submission to PennDOT. This will include bearings, distances, deed references, other known utility easements, swings and ties, etc.
- ✓ LIVIC Civil will assist the Town with the PennDOT process including coordinating appraisals (by Town), notifications and documentation of official forms and recordings to PennDOT and signatures and recording of final Right-of-Way Plans.



Assumptions/Exclusions

- No infiltration testing will be completed.
- No stormwater conveyance design and calculations will be completed (swales, inlets, pipes, etc.).
- No Line/Grade/Typical plans will be created or submitted to PennDOT under this phase.
- No other design submission will be made to PennDOT, Safety, Constructability, Permitting, etc., under this proposal.

Fees

Task 1 - Topographical/Boundary Survey	\$8,500
Task 2 – Preliminary Design – Phase I	\$5,500
Task 3 – Environmental	\$14,500
Task 4 - Right-of-Way Plans	\$17,500
Total	\$46,000

Responses Success: All data is valid!

Success: All data is valid!						1
				Quantitu	Numeric	
Status	#	Description	Unit of Measure	Quantity Required	Unit Price	Total Cost
Base Bid Pricing 1						
Success: All values provided	#1-1	All labor, materials, tools, oversight and permits required to furnish and install photovoltaic solar panels on the existing Bloomsburg Public Works building		1	\$ 588,144.00	\$ 588,144.00
Basket Total						\$ 588,144.00
Base Bid Pricing 2						
Success: All values provided	#2-1	All labor, materials, tools, oversight and permits required to furnish and install photovoltaic solar panels on the existing Bloomsburg Recycling Center building		1	\$ 663,982.00	\$ 663,982.00
Basket Total						\$ 663,982.00
Alternate 1						
Success: All values provided	#3-1	Carport 1 & 2 Solar Parking Canopy System - Furnish and install all work to provide a complete photovoltaic system at Carport 1 and Carport 2 at the Public Works building	LS	1	\$ 645,840.00	\$ 645,840.00
Basket Total						\$ 645,840.00
Alternate 2						
Success: All values provided	#4-1	Domestic Content Bonus for Base Bid 1 - Provide the deduction in price of Base Bid 1 to meet the domestic content bonus by furnishing a minimum of 55% of the products and components included in this project to be US- Sourced.	LS	1	\$ 102,120.00	\$ 102,120.00
Basket Total						\$ 102,120.00
Alternate 3						
Success: All values provided	#5-1	Domestic Content Bonus for Base Bid 2 - Provide the deduction in price of Base Bid 2 to meet the domestic content bonus by furnishing a minimum of 55% of the products and components included in this project to be US- Sourced.	LS	1	\$ 131,330.00	\$ 131,330.00
Basket Total						\$ 131,330.00
Grand Total						\$ 2,131,416.00