PUBLIC WORKS & ENVIRONMENT COMMITTEE MEETING
Tuesday, November 11, 2025, 10:00 a.m.

Town Hall or via Zoom
DIAL: +1 646 558 8656 US & INCLUDE THE MEETING ID: 456-920-3798 & PRESS #.
JOIN ONLINE AT: https://us02web.zoom.us/j/4569203798.

Committee responsibilities: Buildings/Grounds/Maintenance, Town Park, Recreation, Parking Lots, Infrastructure, Streets & Street Lighting, Storm/Sanitary Sewer, Recycling Operations, Safety Program, Compost Site and Bloomsburg Municipal Airport.

Committee Members: James Garman (Chair), Nick McGaw, Jessica Jordan and John Grabusky.

Citizens to be heard.

2-402
Town Park and Streater Field shall be open to from dawn to dusk seven days per week, subject, however, to such hours and days being changed by officials of the Town of Bloomsburg in the exercise of their discretion. Notwithstanding the foregoing, this prohibition shall not apply to that portion of Streater Field utilized as a public boat launch, including any parking areas utilized in conjunction with the boat launch.

1.) Approval of any change of hours if Committee wishes to change the hours of the skatepark. Noting that an ordinance change would be needed for policing efforts.
    a. No lights at the dog park.
    b. No lights to be included with the new tennis courts.
    c. Lights were removed at the pool.

2.) Airport items- D. Broadt.
    a. Approval of placing railing at the airport.
    b. Discussion of the QT POD cards.

3.) Approval of the meeting minutes from the October 7, 2025 meeting.

4.) Department updates:
    a. Recycling- C. Fritz.
        i. Recycling.
        ii. Compost.
        iii. Electronic Day- November 15, 2025 from 9:30 a.m.- 11:30 a.m.
    b. Community Resilience Memorandum.
    c. Update on a new equipment opportunity.

5.) Update on the boat launch project. The contractor was notified of these two deficiencies.- B. Brink.
        i. Crack in the ramp.
        ii. Picnic bench.
        iii. Approval of accepting the completion of the boat launch.
        iv. Grant agencies have reviewed the projects.- C. Fritz.

6. Roof & solar project update.- L. Dooley.
    i. Review of the roof schedule.
        1. Recycling implications- C. Fritz.

7. Timber to Table update- B. Brink.

8. Approval of Swisher Disposal Inc. for 2026 waste services- C. Fritz.

9. Columbia Child Development roof update- B. Brink.

10. Review of the agreement for design and consulting services with ELA Sport for the pickleball court. – L. Dooley.

11. Approval of ELA Sport to review the tennis and basketball bid project for an estimate of $1,500.- L. Dooley.

12. Approval of purchasing a bucket truck for $85,000 out of the Liquid Fuels Fund. Note: At the budget meeting on 11/6/2025 it was relayed that Council would like to see a replacement. L. Dooley is suggesting instead of fixing the current bucket, put those funds towards the replacement and purchase early since the Town has those funds available. – B. Brink can explain the purchase process and the necessity of the vehicle.

13. Update on the engineering bids for 2026.
    a. Any specific evaluation criteria that the Committee wishes to see?

14. Update on the BART counters. -L. Dooley.

Next meeting: December 2, 2025.

Public Works & Environmental Committee Minutes
Tuesday, October 7, 2025, 10:00 a.m.

The meeting was called to order at 10:00 a.m. Committee members James Garman, Nick McGaw, Jessica Jordan (Zoom) and Jaclyn Kressler (Zoom) were in attendance. Town Manager/Secretary/Treasurer Lisa Dooley, Director of Public Works Brady Brink, Director of Finance Jack Breech, Director of Code Enforcement Mike Reffeor (Zoom), Director of Governmental Services Charles Fritz and Administrative Assistant Christine Meeker (Zoom). Also in attendance were MJ Mahon, Mark Gardner (Zoom), Andrew Barton (Zoom) and Brady Crawford (Zoom), Dawn Moore (Zoom), Charles, and Eric.

Citizen to be heard: Mark Gardner complemented the Public Works crew for filling in a 6 inch by 6-inch hole by the light post.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee approved the September 2, 2025 meeting minutes.

Charles Fritz updated the Committee that the center is expanding to take on collecting Styrofoam collection. The Styrofoam must be clean, white foam, packaging foam from furniture/ appliances or block form foam. It cannot be egg cartons, food service foam, packing peanuts, dirty or wet foam or dark colored foam.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve change order #3 with Robert C Young regarding the time extension regarding the pickleball courts.

The Committee discussed the request for documentation from the parties involved in the inspection on October 2nd. The general consensus was that in person discussions at the time would suffice. Staff and DAPP members still have concerns regarding the drainage under the courts.

On a motion by N. McGaw, seconded by J. Garman, and voted on 2-1 (Jordan voting no) the Committee recommends that a 3rd party inspection is not required for the pickleball project.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve payment application #1 with Robert C. Young in the amount of $161,717.18 for work done on the pickleball court project.

On a motion by N. McGaw seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve the purchase of an Intel Cor i5-1340P Processor in the amount of $2,499 for the Public Works inspections.

On a motion by N. McGaw, seconded by J. Garman, and voted unanimously, the Committee adjourned into an executive session at 10:59 a.m. to discuss a finance personnel matter and potential litigation matter with UGI that lasted until 12:00 p.m.

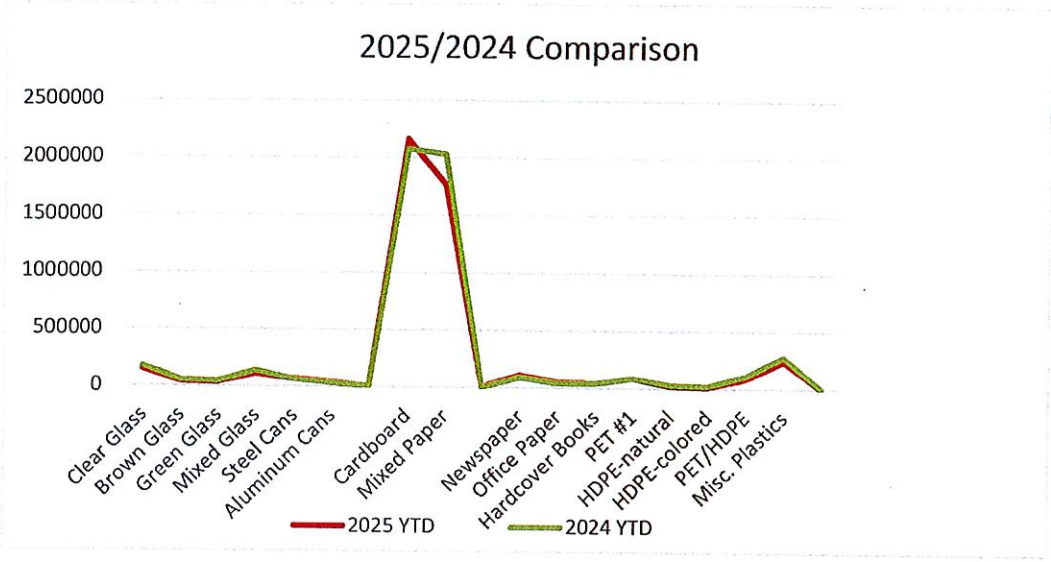
Notes taken by Christine Meeker and reviewed by Lisa Dooley.

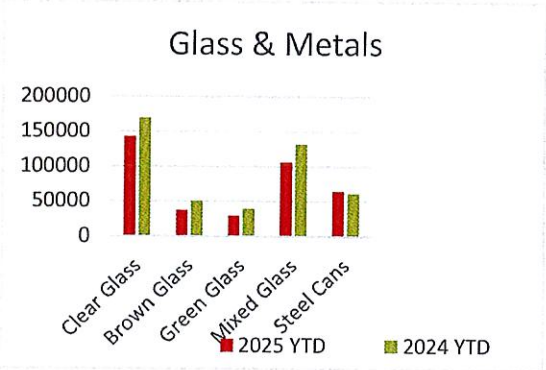
BLOOMSBURG RECYCLING CENTER
MONTHLY SUMMARIES
OCTOBER 2025

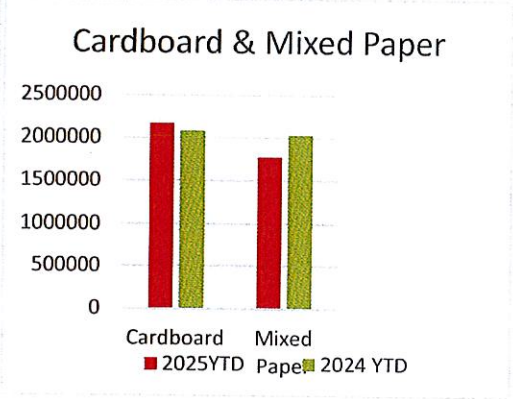
I.	COLLECTIONS:	Tons
	A. Bloomsburg Curbside	11.21
	B. Commercial Collections	232.97
	C. Center Drop-Off's	67.14
	D. Cluster Collections	0.21
	MONTHLY TOTAL	311.53

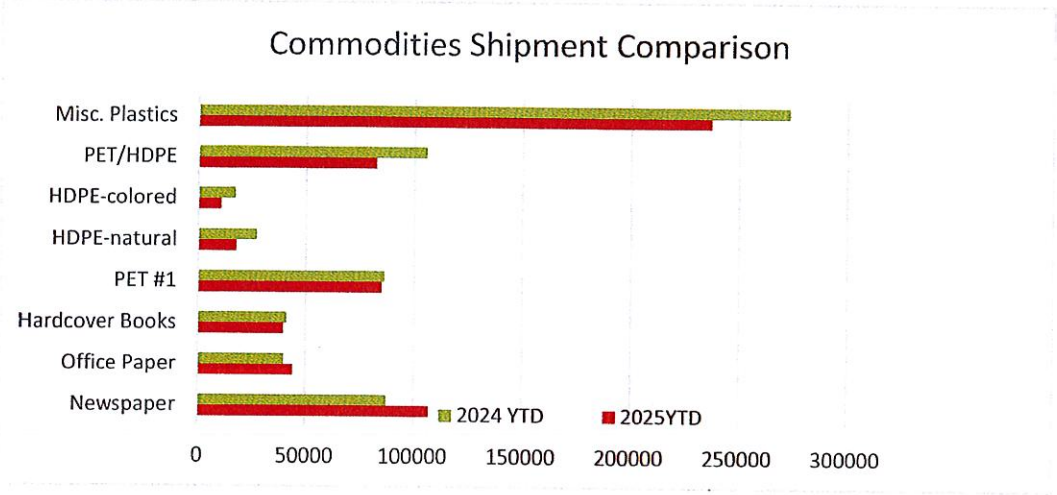
II.	SHIPMENTS:	2025 YTD	2024 YTD	SEP
	Clear Glass	142485	169360	31165
	Brown Glass	36290	49450	3940
	Green Glass	28215	39105	4460
	Mixed Glass	105340	131535	4340
	Steel Cans	63870	61270	34300
	Aluminum Cans	33720	32595	0
		2025YTD	2024 YTD	
	Cardboard	2166230	2080175	227815
	Mixed Paper	1768840	2032795	171145
		2025YTD	2024 YTD	
	Newspaper	107075	87540	19220
	Office Paper	44280	40025	0
	Hardcover Books	39815	41225	0
	PET #1	85145	86420	40690
	HDPE-natural	17795	27275	0
	HDPE-colored	10605	17115	0
	PET/HDPE	82535	105725	0
	Misc. Plastics	237095	273425	43665
	TOTAL POUNDS	4969335	5275035	579740
	TOTAL TONNAGE	2484.67	2637.52	289.87

BLOOMSBURG RECYCLING CENTER
MONTHLY SUMMARIES
OCTOBER 2025







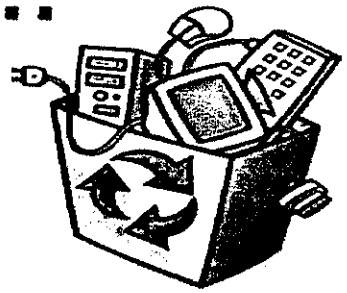


BLOOMSBURG COMPOST SITE

OCTOBER	1-Oct	4-Oct	8-Oct	11-Oct	15-Oct	18-Oct	22-Oct	25-Oct	29-Oct	TOTAL
BLOOMSBURG	38	63	34	66	35	48	33	62	42	421
SCOTT TWP	40	48	20	35	26	34	32	40	36	311
										0
CATAWISSA				1		1			1	3
HEMLOCK TWP	1	1		1			1		1	5
LOCUST TWP				1						1
MILLVILLE						1				1
MONTOUR TWP		1				1				2
MT. PLEASANT TWP		1								1
Riverside								1		1
SOUTH CENTRE				1						1
Elysburg	1		1					1		3
Danville					1					1
CONTRACTOR	1	2	1	1	1		1		2	9
DAILY TOTALS	81	116	56	106	63	85	67	104	82	760

ELECTRONICS RECYCLING DAY!!!

Recycle your old unwanted, broken and outdated electronics and appliances.



TOWN OF BLOOMSBURG

America Recycles Day

November 15

Bloomsburg Recycling Center

901 Patterson Drive, Bloomsburg, PA 17815

Saturday November 15, 2025

9:30am-11:30am

Open to Town Residents Only -Proof of Residency

FOR EVERYONE'S SAFETY WE ASK THAT EVERYONE REMAIN IN THEIR CAR

Items that can be recycled FREE of charge are listed below:

- Desktop Computers (Fee for Monitors)
- Keyboards & Mice
- Printers/Fax Machines
- Cables & Cords
- Cell Phone & Laptop Batteries
- Laptops
- UPS Battery Backups
- Toner & Ink Cartridges
- Audio Visual Equipment
- Telephones & Cell Phones*
- DVD Players & VCR's
- Gaming Systems
- String Christmas Lights
- Microwaves & Small Appliances
- Metal Items & Water Heaters
- Exercise Equipment
- Car Batteries (sealed lead acid)
- Bed Frames & Rain spouting
- Filing Cabinets

*Please Remove Cell Phone Batteries

Additional Items that can be recycled for a Fee:

- Washer or Dryer-$20.00
- Stove $20.00
- Dishwasher-$20.00
- Computer Monitor-$20
- TV under 42" - CRT or Flat Screen - $40
- TV over 42" - Flat screen, in a wooden console, projection type or TV Tube Only or Broken Screen TV - $58
- Air Conditioner - $25
- Dehumidifier - $25
- Refrigerator - $35
- Floor Freezer - $35
- Floor Copier-$20
- Console Stereo (in cabinet) $35
- Water Cooler or Dorm Fridge - $25

RRS

RESPONSIBLE RECYCLING SERVICES

www.responsiblerecyclingservices.com

Be Environmentally Friendly!

Please have exact change or check prepared. Envelope preferred.

Town of Bloomsburg
301 East 2nd Street

Community Resilience Memorandum

To: Bloomsburg Town Council
From: Charles Fritz, CRS Coordinator
Subject: Floodplain Management Annual Progress Report

Completed

- CRS recertification and improvement to a Class 6, which now provides residents with a 20% discount on flood insurance premiums.
- Property at 290 East 9th Street was torn down through the Columbia County Housing Authority buyout program.
- Property at 334 E. 9th Street was elevated through FMA/Swift funding
- Added an interactive map on the flooding information web page for users to zoom over to see where the Floodplain, floodway and levee protected properties are for reference. A link to the FEMA map the official map is also available.
- Conducted two public outreach of flood information. (1) National Night Out August 5, 2025 and (2) stand at the Bloomsburg Fair September 21th - September 28, 2025.
- Conducted a flood awareness week campaign with daily social media messages.
- Outreach to entire community done with the annual recycling calendar.
- Outreach to Repetitive Loss properties sent out to all properties within the SFHA.
- Program for Public Information plan utilized to conduct outreach.
- Maintained and updated the Town's flood information page
- Test the emergency voice command siren -

Ongoing

- Check links on flood information page
- Educational Outreach to the Community.
    - Educational outreach regarding flooding and safety is disseminated to the community via direct mailings, brochures, the Town website, Facebook, and Twitter pages.
- Flood Task Force quarterly meetings involve community members with intent to reach the public with flood preparedness messages.
- Floodplain Manager Phil Prout with Barry Isset & Associates continues to review all development within the floodplain.
- All Code Officers and Floodplain Manager log resident's calls, emails and responses regarding floodplain questions and answers.
- Conduct an annual tabletop exercise and drill on flood emergency response.
- Boots on the Ground response team for post flood property evaluation per FEMA guidance. Continue to seek team members and conduct training.
- Columbia county Water Mitigation test flood levee closures (done 8/14/24)

Future

- The Town will seek flood mitigation through grants when available.
    - Determine appropriate mitigation action – elevation, demo, demo and rebuild where appropriate.
- The Town will review recommendations from the Town Flood Task Force for possible changes or necessary outreach.
- Work with the County and engineers for future flood levee development.
- Determine where property buy out/demolition is best based upon future levee construction locations.
- Implement mitigation action recommendations outlined in the Lime Ridge Corridor study.
- Install an automated USGS gauge on the Railroad Street bridge.

November 6, 2025

Frank Beishline
Don E. Bower, Inc.
1206 Salem Blvd
Berwick, PA 18603

Re: Concrete Crack
Bloomsburg Boat Launch

Dear Frank,

The purpose of this letter is to document a crack found in the concrete boat launch and to officially document this to you in writing in case additional changes or issues are identified.

On October 22, 2025, the Town of Bloomsburg notified me that Brady Brink, the Director of Public Works, noticed a crack in the concrete boat ramp approximately twelve feet above the waterline. The crack extends the full width and depth of the concrete slab.

I looked at the crack on October 29th and I understand that you stopped by and looked at it as well. At this point in time, I don't think there's any reason to think that it's anything other than normal cracking that's typically seen in concrete structures, especially something like this that's poured as one slab in order to allow us to push it into the water. We'll continue to monitor the crack in case it develops into something more substantial.

Please feel free to contact me with any questions as I can be reached at 570-337-3802 or via email at akeister@livicco.com.

Sincerely,

Andrew D. Keister, PE, PLS – Director
LIVIC Civil

Cc: File 1004-48

Ark Contracting, LLC

46 Hubble St Mount Union, PA 17066
(814) 251 - 4689 | jacob@arkcontracting.us

Job	**Bloomsburg Public Works & Recycling Center Roof Replacements**
Start Date	11/24/2025
End Date	1/30/2025

Schedule

Task	Estimated Start Date	Estimated End Date	Duration (Days)	Comments
Tear, Plywood and Paper R/C	11/24/2025	12/9/2025	16	12 Work Days
Apply Standing Seam R/C	12/10/2025	12/23/2025	14	10 Work Days
Tear, Plywood and Paper P/W	1/5/2026	1/14/2026	10	8 Work Days
Apply Standing Seam P/W	1/15/2026	1/26/2026	12	8 Work Days
Gutter R/C & P/W	1/27/2026	1/30/2026	4	4 Work Days
				Weather Permitting on all Tasks

[illegible]

[illegible]

[illegible]

[illegible] Section 382.301(d)(2) of the federal CDL regulations. (Forms will be provided by the Town.)

SERVICES TO BE PROVIDED THROUGHOUT THE CONTRACT INCLUDE:

[illegible] (1) New 8yd. open top dumpsters to be picked up once a week, [illegible]

[illegible] (1) New 8yd. open top dumpster with a maximum height of [illegible] will be picked up once a week on Friday after 10:00 a.m. during the months of January, February, March, October, November, and December.
Dumpsters will be picked up twice a week (Monday after 10 a.m. and Friday after 10 a.m.) during the [illegible] April, May, June, July, August, and September.

[illegible] (1) New 8yd. dumpster will be in place one week prior to Memorial Day, [illegible] one week after Labor Day each year and picked up weekly on Friday.

[illegible]

[illegible] Hauling

[illegible]

ELA SPORT
ATHLETIC FACILITIES DESIGN & CONSULTING

AGREEMENT FOR DESIGN AND CONSULTING SERVICES

This Agreement is made as of the date of Client Authorization by and between ELA SPORT, a Division of the ELA GROUP, INC. (ELA), 743 South Broad Street, Lititz, Pennsylvania 17543 and:

CLIENT

Lisa Dooley, Town Manager
The Town of Bloomsburg
301 E. 2nd Street
Bloomsburg, PA 17815

VIA E-MAIL ONLY

OWNER AND PROJECT

ELA SPORT shall perform services in accordance with the Terms and Conditions of this Agreement and shall be responsible for the means, methods, and procedures used in performing services under this Agreement for the Project.

Owner:	The Town of Bloomsburg 301 E. 2nd Street Bloomsburg, PA 17815	**Project:**	The Town of Bloomsburg Professional Services Evaluation of Pickleball Courts

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BACKGROUND

In our previous conversations with the Town Staff, we have been requested to prepare this Professional Services Agreement (PSA) to perform a review of recently constructed pickleball courts in the Town that appear to be prematurely failing. This review will result in a document noting our findings, likely causes as well as recommendations for remedial work.

We have been sent the project files and have briefly reviewed the documentation. In light of what we have seen to date we are proposing the following basic services:

SCOPE OF BASIC SERVICES

A. Site Investigation: Meet with the Town staff and representatives to discuss the courts. During these talks, we will discuss concerns and issues of the Staff. Subsequently we will visit the site with Staff to review conditions documenting them accordingly. This will include but not be limited to, photographs, field notes and measurements.

B. Document Review and Report Preparation:

1. Review the information provided to this office previously. This includes plans, specifications, construction reports and correspondence.

2. Compare documentation to applicable industry standards.

3. Based on research develop conclusions as to what contributed to the apparent failure.

4. Prepare a Draft Report of Findings that will include:

   a. Background / Work of Investigation.
   b. Observations.
   c. Industry Standards
   d. Analysis
   e. Conclusions
   f. Recommendations

5. Arrange and attend a meeting with the Staff to present the Draft Report and provide an opportunity for a critique review.

6. Based upon comments and input from the meeting, prepare the Final Report of Finding and issue to the Town.

EXTRA SERVICES

The following Professional Services are specifically excluded from the Scope of the Agreement. If Extra Services are found to be required during execution of the Basic Services, they shall be compensated in addition to the Basic Services Fee and provided in accordance with the Terms and Conditions of this Agreement.

1. Any professional service by this office not specifically listed in this proposal. This would include any involvement with meetings and / or testimony involving any legal proceedings. This could be provided on a Time & Materials basis.

2. Geotechnical Testing Services are not included at this time. If through the analysis process it is our opinion that testing of the surface and subsurface are necessary, we can retain a geotechnical consultant to perform bores and samples. For budgeting purpose we recommend planning for a fee of $1,500 to $2,500.

3. Field Surveying services are not included at this time. If through the analysis process it is our opinion that surveying of the courts is necessary, we can retain a licensed surveyor to perform field work. For budgeting purpose we recommend planning for a fee of $5,000.

COMPENSATION

All professional services will be completed for a lump sum total fee. All expenses, as included in the attached Rate Schedule for Consulting Services, will be invoiced, and shall be compensated in addition to the lump sum fee stipulated below. ELA SPORT proposes to complete the Scope of Basic Services as described herein for the following lump sum fee:

BASIC SERVICES:

- *Lump Sum Fee: Five Thousand Dollars ($5,000.00)*
- *Estimated Reimbursable Cost: Time and Materials Not to Exceed Five Hundred Dollars ($500.00)*

All invoices will be rendered every four (4) weeks based on the percentage of the project completed and expenses incurred during the prior billing period. Professional Services

incurred beyond the stipulated lump sum fee will not be invoiced unless the Town (CLIENT) has authorized the work as an Extra Service, either verbally or in writing. Extra Services shall be invoiced on an hourly rate basis in accordance with the attached Rate Schedule for Consulting Services and Expense Schedule.

A copy of the 2025 Rate Schedule for Consulting Services and Expense Schedule for ELA SPORT/ELA GROUP, INC. is attached and is applicable only to services performed outside of the Scope of Basic Services identified herein (Extra Services).

SCHEDULE

ELA Sport proposes to proceed with the Scope of Basic Services within thirty (30) business days of written authorization and is dependent upon the availability of the Staff. Based upon projects of similar scope and nature, it is anticipated that all services described herein will be completed within a 2 to 3-month timespan, subject to scheduling of meetings and receipt of information/input from CLIENT.

AUTHORIZATION

This AGREEMENT consists of all pages including the Terms and Conditions; Rate Schedule for Consulting Services and any attachments as identified above and constitutes the entire AGREEMENT between ELA SPORT and CLIENT. This AGREEMENT supersedes all prior written or oral understandings.

ELA Sport / ELA Group, Inc.	**Town of Bloomsburg**
BY: Hugh D. Cadzow, RLA	BY: _____
TITLE: Principal & Senior Project Manager	TITLE: _____
DATE: November 4, 2025	DATE: _____

Attachments
- Terms and Conditions
- Hourly Billing Rate Schedule

ELA GROUP, INC.
TERMS AND CONDITIONS
FOR CONSULTING, DESIGN AND CONSTRUCTION PHASE

1. GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS: These Terms and Conditions are incorporated by reference in the Proposal identified above for the performance of the services that are described as the "Project" in the Proposal.

1.2 AGREEMENT: The "Agreement" between ELA Group, Inc. ("ELA") and the CLIENT consists solely of these Terms and Conditions, the Proposal identified above and, if applicable, the "Master Agreement" between ELA and Land Grant Surveyors, LLC ("LGS"). The Master Agreement will be applicable if ELA engages the services of LGS for the Project on the CLIENT's behalf. Upon occurrence of any such engagement, the Master Agreement is incorporated by reference into and made part of the Agreement. In the event that ELA and the CLIENT have not executed the Agreement, the CLIENT's authorization to ELA to proceed with the performance of the services set forth in the Proposal shall constitute acceptance of these Terms and Conditions. Specific terms set forth in the Proposal shall take precedence over these Terms and Conditions to the extent of inconsistency or contradiction. The Agreement sets forth the entire understanding and agreement between the parties with respect to the Project and shall be binding upon the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the Project. From time to time in these Terms and Conditions, the term "Work Product" is used to refer to the documents, drawings, specifications, plans, instruments, and other work product (both in draft and final form) that ELA or any subsidiary controlled by ELA prepares for the Project.

1.3 STANDARD OF CARE: ELA shall endeavor to perform under the Agreement with the care and skill ordinarily used by members of ELA's profession practicing under similar conditions at the same time and in the same locality. The contractual standard of care set forth in this paragraph is the sole and exclusive standard by which ELA's performance under the Agreement will be judged. Accordingly, ELA expressly disclaims all other representations and warranties of any nature, whether express or implied, about the services or Work Product that ELA provides for or in relation to the Project.

1.4 TIMING OF PROPOSAL: The Proposal shall remain open and may be accepted by the CLIENT for thirty (30) days from the date of the Proposal. Acceptance of the Proposal after the end of the 30-day period shall be valid only if ELA elects, in writing, to reaffirm the Proposal and waives its right to reevaluate and resubmit the Proposal.

1.5 SUBCONSULTANTS: ELA has the right to employ or retain such consultants, associates, and subcontractors as it may deem appropriate to assist it in performing under the Agreement.

1.6 OTHER WORK: If the CLIENT requests ELA to provide services on another project before a written agreement is consummated for that project, these Terms and Conditions shall apply to that project.

2. CLIENT COOPERATION

2.1 INFORMATION: The CLIENT shall cooperate with ELA at all times to enable ELA to complete the Project. The CLIENT shall provide ELA with all information pertinent to the Project reasonably requested by ELA to enable it to complete the Project.

2.2 ACCESS: The CLIENT shall provide unconditional access to the site of the Project at all reasonable times to enable ELA to complete its work on the Project.

2.3 HAZARDOUS SUBSTANCES: The CLIENT represents and warrants to ELA that it has and will comply with all obligations imposed by applicable law upon the generation, storage, and disposal of hazardous substances and/or waste and that it will promptly notify ELA of any notices concerning such matters.

3. WORK PRODUCT

3.1 **USE:** The CLIENT shall not use Work Product for any other project.

3.2 **INTELLECTUAL PROPERTY RIGHTS:** Subject to the CLIENT's full payment of all amounts the CLIENT owes to ELA, ELA grants the CLIENT a non-transferrable license to use Work Product solely for the Project and grants the CLIENT physical ownership of the Work Product. However, ELA shall retain all other intellectual property rights in the Work Product. The ownership rights of the CLIENT shall not under any circumstances preclude ELA's use of designs or components of Work Product for other purposes or projects. If Work Product is used for completion of or for additions to the Project by others without ELA's involvement, the CLIENT shall: (1) remove any seal of ELA's architects or engineers from the Work Product and shall add a statement to the Work Product confirming ELA has no responsibility for it, and (2) engage another engineer or architect as applicable to review the Work Product and take full responsibility for suitability for use.

4. LIABILITIES

4.1 **LIMITATION OF LIABILITY:** ELA shall not be liable to the CLIENT unless the CLIENT establishes ELA breached this Agreement by failing to render services in accordance with the professional standard of care ELA is bound by under the Agreement. The CLIENT releases and waives its right to file, bring, and pursue any cause of action of any nature against ELA other than breach of express contract and breach of express warranty, with such released and waived causes of action including (but not being limited to) strict liability, negligence, any other cause of action sounding in tort, any cause of action deriving from or sounding in statute, unjust enrichment, promissory estoppel, breach of implied contract, breach of quasi-contract, and breach of implied warranty. ELA's total liability to the CLIENT shall in no event exceed the total compensation actually received by ELA from the CLIENT under this Agreement during the twelve-month period directly preceding the date on which the CLIENT files a lawsuit or arbitration claim seeking to impose the liability on ELA. In addition, and notwithstanding anything to the contrary, under no circumstances shall ELA be liable to the CLIENT for lost profits of any kind (whether such lost profits are characterized as or constitute expectation damages, benefit of the bargain damages, consequential damages, or otherwise) or consequential, incidental, special, statutory, or punitive damages, regardless of whether the prospect of any such damages was foreseeable to the parties.

4.2 **RELEASE AND INDEMNIFICATION:** The CLIENT hereby irrevocably releases and discharges and shall indemnify and hold ELA, its officers, directors, shareholders, employees, representatives, agents, consultants, subcontractors, subsidiaries (including, but not limited to, LGS and the members, employees, representatives, and agents of LGS), and affiliates harmless from and against all claims, causes of action, charges, liabilities, penalties, damages, fees, and costs (including, but not limited to, attorney fees, expert witness fees, filling fees, arbitrator fees and compensation, and costs imposed by arbitration associations or courts) that arise or relate in whole or in part to: (a) any personal injury or property damage resulting in whole or in part from the willful misconduct, recklessness, negligence, errors, or omissions of, or the failure to comply with applicable laws, rules, regulations, codes, or orders by, the CLIENT or the CLIENT'S owners, shareholders, members, partners, directors, managers, officers, employees, representatives, agents, parents, affiliates, subsidiaries, contractors, or subcontractors; (b) the lack of safety precautions or safety programs utilized by the CLIENT or any third-party working on the Project; (c) the construction means, methods, techniques, sequences, phasing, or procedures utilized by any third-party working on the Project; (d) the furnishing or supply by others of design services for the Project (whether in relation to manufactured buildings, tanks, special structures, or otherwise); (e) the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, from the Project; (f) the CLIENT's breach of this Agreement; and (g) the CLIENT's alteration or modification of Work Product. ELA may in its sole and absolute discretion settle any claim for which it has a right of indemnification against the CLIENT without the CLIENT's consent. Further, ELA shall have the sole and absolute discretion to choose counsel of its choice to defend against any claim subject to indemnification under this paragraph.

4.3 **INSURANCE:** ELA presently carries professional liability insurance coverage with an annual aggregate limit of liability of $4,000,000. Certificates of insurance or copies of policies will be provided upon request. Additional coverage may be obtained at the CLIENT's expense. The fact that ELA carries professional liability insurance coverage in no way changes or impacts the liability limitations under the paragraph of these Terms and Conditions entitled "Limitation of Liability".

4.4 **SCOPE**: ELA does not have any responsibility for the construction means, methods, techniques, sequences, phasing, or procedures of any contractor or subcontractor working on the Project, has no responsibility for safety at the Project site, has no obligation to develop or implement safety precautions or safety programs for the Project, and has no responsibility for

procuring permits, certificates, or licenses for the Project unless such procurement is expressly included in the scope of work in the Proposal for the Project.

4.5 **SURVEYING SERVICES:** If ELA agrees to directly retain the services of LGS as an accommodation to the CLIENT, the CLIENT agrees and confirms that for all purposes LGS will be deemed as providing its services directly to the CLIENT, not to ELA. Accordingly, the CLIENT agrees that if it has a claim against LGS, the CLIENT will: (a) bring the claim directly against LGS only; (b) not name ELA as a party to any lawsuit or arbitration proceeding in which the CLIENT raises or pursues the claim unless there is an independent basis on which to bring a claim against ELA for breaching its standard of care under this Agreement. The term "independent basis" does not include any theory of liability or allegation that ELA negligently or otherwise improperly engaged LGS as a subcontractor. The CLIENT further covenants that if it files a lawsuit or arbitration claim against ELA in violation of this paragraph, ELA will have the right to recover all fees and costs (including, but not limited to, attorney fees, expert witness fees, filling fees, arbitrator fees and compensation, and costs imposed by arbitration associations or courts) incurred in relation to the lawsuit or arbitration claim. Further, the CLIENT hereby irrevocably appoints ELA as the CLIENT's attorney-in-fact and authorized agent for the sole purpose of filing paperwork and taking any other steps necessary to effectuate the dismissal of any suit or arbitration that the CLIENT brings against ELA in violation of this paragraph. In agreeing to the terms set forth in this paragraph, the CLIENT acknowledges it may bring any claim it has relating to services or Work Product provided by LGS directly against LGS as a third-party beneficiary under the Master Agreement between ELA and LGS. If the CLIENT needs a duplicate copy of the Master Agreement, ELA will provide a copy upon request of the CLIENT.

5. PAYMENT/INVOICES

5.1 **PAYMENTS:** ELA will submit invoices to the CLIENT every four weeks as work on the Project proceeds. Each invoice is payable in full on receipt by the CLIENT without retainage. The CLIENT's obligation to pay invoices issued by ELA is not and shall not be in any way contingent or conditioned upon receipt of any funds from any third-party. In that regard, the CLIENT represents and warrants to ELA that at all times the CLIENT will possess and have access to the financial resources to fulfill its payment obligations to ELA under this Agreement and will not have to rely on third-party or contingent sources for such resources.

The CLIENT recognizes that timely payment of invoices is an essential aspect of overall consideration for this Agreement. The CLIENT agrees to pay all invoiced charges not in dispute within 30 days of the invoice date. The CLIENT agrees to pay a service charge of 1-1/2% per billing period on any amount outstanding over 30 days. Timely payment of invoices is a condition of this Agreement. Failure to make payments in full within the time limits stated above will be cause for termination of the Agreement if ELA so chooses.

If the CLIENT fails to pay one or more invoices on time, ELA shall have the right to withdraw certifications, withhold submissions (whether to the CLIENT or third-parties, such as government agencies), decline to record plans or other documents, stop work, and withhold all other performance under the Agreement pending CLIENT payment.

In the event the CLIENT breaches its obligation to pay amounts invoiced by or otherwise due ELA and ELA obtains an arbitration award or a judgment for any such amount, interest shall accrue on the outstanding amount of the award or judgment at the rate of 1 1/2 % per month notwithstanding the fact that such interest rate may exceed the legal rate of post-judgment interest.

The CLIENT further agrees to reimburse ELA for all expenses ELA incurs in the collection process or to enforce payment under this Agreement including, but not limited to, attorney fees, expert witness fees, filling fees, arbitrator fees and compensation, costs imposed by arbitration associations or courts, and other claim related expenses. The CLIENT will be responsible for any such expenses, irrespective of whether ELA has to or does resort to filing a claim in arbitration or litigation to collect or enforce payment.

5.2 **DISPUTED CHARGES:** The CLIENT must bring any dispute it has over any charge reflected in an invoice issued by ELA to ELA's attention in writing within 10 days of the invoice date. Time is of the essence for the CLIENT to bring a billing dispute to ELA's attention within the 10-day timeframe. The CLIENT expressly agrees that its failure to bring a dispute over a charge reflected in an invoice to ELA's attention within 10 days constitutes a waiver of the CLIENT's right to bring any claim relating to the charge in either arbitration or litigation and the CLIENT expressly releases ELA from all claims relating to any such charge.

5.3 **INVOICES:** All invoicing will be substantiated by ELA cost record sheets and the work order system, which shall be made available to the CLIENT upon request and during regular working hours for inspection and audit. Time spent in additional

detailing of invoices is considered extra effort on the Project and will be invoiced as additional work. Any increase in ELA's cost resulting from state or federal legislation shall be reimbursed by the CLIENT.

If the CLIENT asks ELA to issue invoices to any entity or individual other than the CLIENT, such invoicing shall not in any way relieve the CLIENT of its liability under the Agreement to pay such invoices or any other obligation and such invoicing shall not in any way interfere with or prejudice ELA's right to pursue the CLIENT for the breach of any such obligation.

5.4 **CREDIT**: The CLIENT shall provide credit references and shall authorize ELA to conduct credit checks at ELA's request. The CLIENT's inability to provide credit references and/or a credit history acceptable to ELA constitutes a material breach of this Agreement.

6. TERMINATION

6.1 **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' written notice should the other party substantially fail to perform in accordance with the terms of the Agreement through no part of the party initiating the termination. The CLIENT agrees to be liable and to pay ELA for all labor done, work performed, Work Product furnished, and all expenses incurred up to and including the day work is terminated, with all such liability and payments remaining subject to the terms and conditions of this Agreement.

6.2 **EFFECT:** In addition to all other remedies available at law, equity, or otherwise, if ELA terminates this Agreement due to the CLIENT's breach, ELA shall have the right to withdraw certifications, withhold submissions (whether to the CLIENT or third-parties, such as government agencies), decline to record plans or other documents, and retain all Work Product without recourse.

7. DISPUTE RESOLUTION

7.1 **CHOICE OF LAW:** All disputes arising between ELA and the CLIENT, arising from or relating to the Project, or arising from or related to the Agreement, shall be governed by substantive Pennsylvania law, without regard to choice or conflict of law principles.

7.2 **ARBITRATION:** Any dispute arising between ELA and the CLIENT, arising from or relating to the Project, or arising from or related to the Agreement, shall be submitted to binding arbitration at ELA's sole election before the American Arbitration Association ("AAA"). To initiate arbitration, regardless of whether the CLIENT has already filed a lawsuit or not, ELA shall send written notice to the CLIENT specifying the dispute being submitted to arbitration. Arbitration shall be conducted by a single arbitrator selected from a list provided by the AAA. The arbitrator so selected shall be licensed to practice law in Pennsylvania and shall have substantial experience arbitrating commercial disputes. If the arbitrator selected to arbitrate a dispute under the Agreement deems it necessary to hold in-person proceedings, all such proceedings shall be conducted at a location in Lancaster County, Pennsylvania designated by the arbitrator. Any arbitrator selected to arbitrate a dispute under the Agreement shall have exclusive authority to: (a) determine whether he or she has jurisdiction over the dispute, and (b) decide the dispute in accordance with the rules promulgated by the AAA that the arbitrator determines are most appropriate based on the facts and circumstances. Each dispute submitted to arbitration under the Agreement shall be subject to (w) the respective statutes of limitations that would otherwise have applied had the dispute been brought in a court of law, (x) all limitations of liability set forth in the Agreement, (y) substantive Pennsylvania law, and (z) the Federal Rules of Evidence. After entry of an award in an arbitration conducted under the Agreement, the award may be reduced to judgment in a court of competent jurisdiction.

7.3 **COURT PROCEEDINGS:** In the event a dispute arising between ELA and the CLIENT, arising from or relating to the Project, or arising from or related to the Agreement, is brought in court for any reason and is not removed to arbitration by ELA, the dispute shall be submitted to and decided by the Lancaster County Court of Common Pleas in Lancaster, Pennsylvania. The CLIENT irrevocably waives all challenges to the Lancaster County Court of Common Pleas' exercise of *in personam* jurisdiction and venue including, but not limited to, any challenge based on *forum non conveniens*. THE CLIENT IRREVOCABLY WAIVES ANY RIGHT IT MIGHT OTHERWISE HAVE TO A TRIAL BY JURY OVER ANY DISPUTE ARISING BETWEEN ELA AND THE CLIENT, ARISING FROM OR RELATING TO THE PROJECT, OR ARISING FROM OR RELATING TO THE AGREEMENT.

7.4 **FEES AND COSTS:** If ELA substantially prevails in any dispute arising between ELA and the CLIENT, arising from or relating to the Project, or arising from or related to the Agreement, ELA will be entitled to an award of all documented attorney fees, expert witness fees, filling fees, arbitrator fees and compensation, costs imposed by arbitration associations or courts, and other claim related expenses that ELA incurred in litigating or arbitrating the dispute to final conclusion and

through the exhaustion of any and all appeals. In this context, the term "substantially prevails" includes ELA obtaining an award or judgment against the CLIENT for monetary damages (without the CLIENT obtaining any offsetting monetary award or judgment), obtaining a net award or judgment for monetary damages against the CLIENT, obtaining injunctive or other equitable relief against the CLIENT and, in situations where the CLIENT brings one or more claims against ELA but ELA does not counterclaim, ELA obtaining a defense award or judgment.

8. GENERAL PROVISIONS

8.1 **THIRD PARTY BENEFICIARIES:** With the exceptions of LGS and of any third-party that is a beneficiary of the release and entitled to indemnification from the CLIENT under this Agreement, nothing under the Agreement shall be construed to give any rights or benefits to any third party.

8.2 **MODIFICATION:** This Agreement may only be modified or amended in a written document that is duly executed by authorized representatives of both parties.

8.3 **ASSIGNMENT:** This Agreement cannot be assigned or transferred by either party without the prior written consent of the other party.

8.4 **INTERPRETATION:** The following rules will apply in construing the Agreement: (a) the singular includes the plural and the plural includes the singular, unless the context indicates otherwise; and (b) no ambiguity in the Agreement shall be construed against either party.

9. CONSTRUCTION PHASE SERVICES

9.1 **GENERAL:** To the extent the Proposal to which these Terms and Conditions are attached specifically include some or all the construction phase services referred to below, the relevant Terms and Conditions below will apply to those services. ELA's provision of construction phase services for the Project will be governed by all the Terms and Conditions above as well.

9.2 **VISITS TO THE SITE:** If within the scope of ELA's services under the Agreement, ELA shall visit the site at intervals ELA deems appropriate for the various stages of the Project to observe the Contractor's work. Such visits and observations by ELA are not intended to be exhaustive or to extend to every aspect of the work in progress. Instead, the visits and observations are intended to enable ELA to determine if, in ELA's professional judgment, the work is proceeding in accordance with the design concept for the Project. If observing the Contractor's work is within the scope of ELA's services under the Agreement, ELA will keep the CLIENT informed of how that work is progressing.

9.3 **RESIDENT PROJECT REPRESENTATIVE:** If recommended by ELA and approved by the CLIENT, ELA shall provide the services of a Resident Project Representative to provide day-to-day observation of the work. The Resident Project Representative (and any assistants) shall be ELA's agent or employee and under ELA's supervision. The specific duties and responsibilities of the Resident Project Representative shall be set forth in detail in an Exhibit to the Agreement.

9.4 **PURPOSE:** The purpose of any ELA visits to the site and/or representation by a Resident Project Representative will be to enable ELA to better carry out the duties and responsibilities assigned to and undertaken by ELA during the construction phase and, in addition, to provide the CLIENT with a greater degree of confidence that the Contractor's work is being completed in accordance with the design concept for the Project. ELA expressly disclaims any responsibility (a) to observe, supervise, direct, or control the Contractor's work, (b) for the means, methods, techniques, or procedures of construction selected by the Contractor, (c) for any safety precautions or safety programs used by the Contractor, and (d) for the Contractor's willful misconduct, recklessness, negligence, errors, omissions, or failure to comply with applicable laws, rules, regulations, codes, or orders. Accordingly, the CLIENT agrees ELA cannot and does not guarantee any of the Contractor's work in any manner and shall have no responsibility for that work or how it is conducted.

9.5 **DEFECTIVE WORK:** If within the scope of ELA's services under the Agreement, ELA may disapprove or reject the Contractor's work while it is in progress if ELA believes the work will not produce a finished product consistent with, or that will damage the integrity of, the design concept for the Project.

9.6 **INTERPRETATION OF DOCUMENTS:** If within the scope of ELA's services under the Agreement, ELA shall issue necessary interpretations and clarifications of Project documents, prepare work change directives, and prepare change orders.

9.7 **SHOP DRAWINGS:** If within the scope of ELA's services under the Agreement, ELA shall review and take appropriate action with respect to shop drawings, samples, and other data which the Contractor is required to submit, but only for

conformance with the design concept for the Project.

9.8 **SUBSTITUTES:** If within the scope of ELA's services under the Agreement, ELA shall evaluate and determine the acceptability of substitute materials or equipment that the Contractor proposes to utilize.

9.9 **INSPECTIONS AND TESTS:** ELA shall be authorized to require inspection or testing of the work as is necessary to enable ELA to determine generally that the work complies with the design concept for the Project.

9.10 **CONTRACTOR APPLICATION FOR PAYMENT:** If within the scope of ELA's services under the Agreement, upon review of an application from the Contractor for payment, ELA shall determine the amount owing to the Contractor based on ELA's on-site observation of the Project (and on information provided by the Resident Project Representative, where applicable) and shall make a written recommendation that the Contractor be paid that amount. Any such recommendation shall constitute a representation to the CLIENT that to the best of ELA's knowledge, information, and belief at the time based on its observation of the Project, the work has progressed to the point indicated by the Contractor and that the performance of the work complies with the design concept for the Project. In recommending payment to the Contractor, ELA expressly disclaims (a) any representation that the recommendation is based on anything aside from the Contractor's representations and non-exhaustive observations of the Project, (b) any responsibility to ascertain how or in what manner any Contractor has used moneys paid by the CLIENT, (c) any responsibility to determine that title to any work, materials, or equipment has passed to the CLIENT free and clear of liens, claims, security interests, or encumbrances, and (d) any representation, warranty, suggestion, or implication that the payment is not subject to offset by the CLIENT as a consequence of other matters that may be at issue between the CLIENT and the Contractor.

9.11 **CONTRACTOR DOCUMENTS:** If within the scope of ELA's services under the Agreement, ELA shall receive and review documents assembled by the Contractor. Such review will be limited to determining whether the content of any such documents comply with the design concept for the Project. ELA shall transmit such documents to the CLIENT with written comments, where appropriate.

9.12 **FINAL PAYMENT:** If within the scope of ELA's services under the Agreement, ELA shall conduct an inspection to determine if the work is substantially complete and acceptable. If the results of that inspection are satisfactory, ELA may recommend final payment to the Contractor and may give written notice to the CLIENT that the work is acceptable (subject to any conditions expressed therein).

EPHRATA, PA - STATE COLLEGE, PA - BUTLER, PA

Corporate Office: 4139 Oregon Pike, Ephrata, PA 17522

Central PA: 2013 Sandy Drive, Suite 103, State College, PA 16803

Western PA: 414 North Jackson Street, Butler, PA 16001

ELA GROUP
ENGINEERS + LANDSCAPE ARCHITECTS

HOURLY BILLING RATE SCHEDULE FOR 2025 CONSULTING SERVICES

ELA GROUP, INC. - ENGINEERS AND LANDSCAPE ARCHITECTS	
President	$195
Division Director/Principal/Vice President	$150 - $190
Senior Project Manager/Engineer	$155 - $175
Project Manager	$135 - $160
Project Engineer/Landscape Architect Designer	$90 - $150
CAD Manager	$135
Senior CAD Designer	$115 - $150
CAD Designer	$80 - $105
GIS	$150
Scanning (Document Imaging)	$75
Administration	$60 - $115

ELA SPORT - ATHLETIC FACILITY PLANNING	
Principal-In-Charge: ELA Sport	$190
Senior Project Manager	$155 - $195
Project Manager	$135 - $160
Senior Designer	$115 - $135
Designer	$80 - $105

REIMBURSABLE EXPENSES

- Mileage
- Travel Expenses, including meals
- Prints
- Copies
- Postage
- Outside Consultants
- Test Services
- Equipment Rental
- Traffic Counter Rental
- Application/Recording Fees
- Permit and/or Other Fees
- Other Project Related Expenses

ELA Group/ELA Sport adjusts its fee schedule annually to reflect the cost of doing business for the coming year. This fee schedule is effective December 14, 2024, through December 12, 2025. For projects in progress that extend past the date of the attached fee schedule to executed contracts, rates will be adjusted on the invoices, and the amount of the contracted fee may be adjusted.

Lisa Dooley

From: Hugh Cadzow, RLA <hdcadzow@elasport.com>
Sent: Tuesday, November 4, 2025 10:24 AM
To: Lisa Dooley
Cc: Brady Brink; Charles Fritz
Subject: RE: Next Project

I'd figure a day of my time to review and prepare a report and subsequent check. Based on my hourly rate that is roughly the $1,500.00

ELA SPORT
ATHLETIC FACILITIES DESIGN & CONSULTING

HUGH CADZOW, RLA
Senior Project Manager
[illegible]
EPHRATA | STATE COLLEGE | BUTLER

100% Employee Owned Company (ESOP)

We're Hiring!

Note: Our corporate headquarters has moved to 4139 Oregon Pike, Ephrata, PA 17522.

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From: Lisa Dooley <ldooley@bloomsburgpa.org>
Sent: Tuesday, November 4, 2025 9:53 AM
To: Hugh Cadzow, RLA <hdcadzow@elasport.com>
Cc: Brady Brink <bbrink@bloomsburgpa.org>; Charles Fritz <cfritz@bloomsburgpa.org>
Subject: Next Project

Hugh,

Can you please provide a cost estimate to review our next court project and provide guidance before it goes out to bid?

I would like Council to have this information to further protect the Town. Thanks.

-Lisa

Lisa M. Dooley
Town Manager/ Secretary/ Treasurer
Bloomsburg