

PLEASE TURN OFF ALL CELL PHONES

Danville Borough Council Meeting

Agenda

OCTOBER 10, 2023

Call to Order.....President Woodruff

Roll Call.....B. Mordan

Invocation & Pledge of Allegiance.....President Woodruff

Public Comments.....President Woodruff

Open discussion is encouraged during any agenda item.

- 1. Mark Giesen, Danville Area Community Center

Notification: There was an executive session regarding personnel on Tuesday, October 3rd at 7:15PM.

Consent Items including Financial Rpts & Payment of Bills.....President Woodruff

- 1. Minutes – September 12, 2023.....Regular Meeting
- 2. List of Checks – Jim Gregg abstains from the check paying, “Gregg’s Small Engine Repair” invoices. This is on record as a standing abstention.
- 3. List of General Journal Entries
- 4. Month end Financial Reports and Monthly List of Bills for payment

Action Items from previous

Meetings.....President Woodruff

- 1. Ordinance No. 580 amending Chapter 237, entitled Vehicles and Traffic, restricting sections of Canal Street to truck traffic has been advertised and is ready for adoption, attached as page 1.

Topics/New Business.....President Woodruff

- 1. Letter of Resignation from Ken Roberts, Code Administrator, attached as page 2.
- 2. Letter of Resignation from Dean VonBlohn, Police Commissioner, attached as page 3.
- 3. Leases with Danville Little League and Danville T-Trailers, attached as pages 4-7.
- 4. Agreement with Livic Civil for professional engineering services for PennDOT Traffic Signal Technologies Grant, attached as pages 8-13.

Correspondence & FYI Items.....President Woodruff

- 1. Permit notification from Cherokee Pharmaceuticals, LLC, attached as pages 14-16.

Unfinished/Old Business.....President Woodruff

Committees

Finance.....Mr. Walters

Personnel.....Mr. Walters

1. An executive session regarding personnel will occur at the end of the meeting.
2. Troy Patterson, Flood Technician, has successfully completed his probationary period and is recommended to be hired as a full-time Borough employee.

Property.....Mr. Humphries

Water.....Mr. Gregg

Public Safety (fire).....Mr. Walters

Flood.....Mr. Gregg

Police.....Mayor Swank

Streets.....Mr. Stigerwalt

Sewer.....Mr. Gregg

COG.....Mr. Humphries

DBA.....Mr. Stigerwalt

EMA.....Mr. Beers

Mayor's Report.....Mayor Swank

Codes, Zoning & Health.....Mr. Deroba

Other Business.....President Woodruff

News Media.....President Woodruff

Adjournment.....President Woodruff

Ordinance No. 580

An ordinance amending Chapter 237, of the Code of the Borough of Danville, entitled Vehicles and Traffic, by making restricting sections of Canal Street to truck traffic in the Borough of Danville.

Section I: Chapter 237, Section 237-17, is hereby amended to add the following street:

<u>Name of Highway</u>	<u>Limits</u>
Canal Street	from Mill Street to Jacobs Alley

Section II: All other parts of Chapter 237, of the Code of the Borough of Danville are hereby reenacted without change except as set for above.

Section III: The Ordinance shall take effect immediately upon adoption.

Ordained and adopted this 10 day of October, 2023.

ATTEST: _____
Borough Manager

Council President

Mayor

Thursday, October 5, 2023

To: Brindy Mordan, Borough Manager

RE: Resignation

Brindy and Council,

It is with great difficulty that I must inform you that I am officially resigning my position with Danville Borough as the Code Compliance Administrator. The last two years have been amazing. Both the staff and Council have been extremely supportive of me and my roles here. Unlike other municipalities, you all created a very family-oriented and friendly work environment and I thank you all for that.

I am leaving not because of discontent, but to begin a new role as the PEMA Emergency Management Program Manager – NFIP where I can hopefully help all the municipalities in the Commonwealth reach a level of floodplain management resilience that allows all our citizens to better recover from what has become frequent flooding events throughout Pennsylvania. Speaking from my upcoming role, I would like to thank all of Council for adopting what remains the most forward-thinking flood resilience ordinances in the northeastern United States per representatives of FEMA Region 3. They should all be proud of that monumental decision to require three feet of freeboard and the adopting of newer building codes beyond that of the state within those flood prone regions of the Borough.

While I am already working to assist you all with the transition process, I will work with you to take the future of my position whichever direction you decide. Lastly, if you ever have a question, please don't hesitate to reach out. I have negotiated the allowance of a six week notice for the Borough so that you have as much time as possible to cover or fill my duties. My last day is currently scheduled as November the 17th, 2023.

Respectfully submitted,

Kenneth J. Roberts

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September 21, 2023

The Honorable Byard Woodruff
Danville Borough Council President
463 Mill Street
Danville, Pa 17821

Re: Resignation from Danville Police Commission

Mr. President,

It is with much regret that I have made the decision to resign from the Danville Police Commission. Over the past 64 years as a Danville resident, I have proudly served on several boards, elected positions and have volunteered on several committees, all of which I personally felt was my way of giving back to my community.

Over the past few months, it has become evident that several Danville elected officials, appointed board members and employees are having a difficult time of making the separation between Dean VonBlohn, (Danville Resident) and Dean VonBlohn, (Mahoning Township Zoning Officer).

It has been a somewhat challenging, somewhat enjoyable journey and say thank you to the electors that elected me and officials that appointed me to the various positions I served on.

My last day of serving on the Police Commission will be September 30th, 2023.

Thank You,


Dean VonBlohn

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LEASE AGREEMENT

Made this 10th day of October, 2023, by and between the BOROUGH OF DANVILLE, a municipal corporation, hereinafter called "Borough",

AND

DANVILLE AREA LITTLE LEAGUE hereinafter called "League."

WHEREAS, said Borough owns certain real estate hereinafter described in the First Ward of the Borough of Danville, Montour County, Pennsylvania, commonly known as the Slow-Pitch Softball Fields; and

WHEREAS, said League is desirous of leasing the same for the purpose of playing organized baseball and softball,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Borough doth hereby demise, lease and let unto the said League, for the term of five (5) years beginning January 1, 2024 and ending December 31, 2028, a portion of lands of the Borough of Danville in the First Ward, being approximately 97,800 feet square, upon the following terms and conditions:
 - A. Rental shall be at the rate of One Dollar (\$1.00) per year, payable by League to Borough.
 - B. League agrees that if said lands or a portion of said lands are needed by Borough, this Lease may be terminated upon ninety (90) days' notice from Borough to League and League agrees within said ninety (90) days of receipt of said notice to remove from and vacate said premises.
 - C. League agrees to operate and perform all mowing, weeding, and maintenance of fencing, league owned structures and playing fields associated with the premises. The Borough agrees to improve and maintain the parking lot as necessary, and relocate pests and fill holes as able.
 - D. League agrees to provide Borough with certificates of liability insurance naming the Borough as additionally insured.
 - E. League agrees to provide portable toilets for use at their playing fields during the duration of use for softball season.
 - F. League agrees to cooperate, and share the premises where possible, with similar organizations and teams in need of similar facilities, and is granted permission to charge a nominal fee for such use by similar organizations and teams to offset operation and maintenance expenses incurred by the League.
 - G. League agrees to use and occupy said premises solely for athletic programs, and shall keep the same in as good order and condition as they now are, and at the expiration of the term shall surrender possession of said premises in the same good order and condition as they now are.

- H. League agrees not to construct or place any structures on the premises, or modify, change or otherwise disturb the land, without express written consent of the Borough.
 - I. Parking shall only be permitted in the designated parking lots and shall not be permitted in any grass area.
2. League agrees that it shall and will permit no unlawful business to be carried on or be conducted on said premises at any time and the said League shall and will not underlet said premises or any part thereof, or assign this Lease or any interest therein to any person without the written consent of said Borough.
 3. League hereby authorizes any attorney of any court of record to appear for it, upon breach of any of the conditions of this Lease and to enter an amicable action of ejectment and confess judgment therein for the premises herein described, and League doth hereby authorize said attorney to issue forthwith a writ of habere facias possessionem with clause of fi. fa. for costs, without leave of court.
 4. A lawful continuance of the tenancy beyond said term without ninety (90) days written notice from either party of the desire to terminate said Lease shall be deemed a renewal thereof for a term of one (1) year and so on from year to year until either party shall give the other ninety (90) days' notice, in writing, of their intention to terminate the tenancy.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

BOROUGH OF DANVILLE

By: _____
President

ATTEST: _____
Manager

DANVILLE AREA LITTLE LEAGUE

By: _____
President



LEASE AGREEMENT

Made this 10th day of October, 2023, by and between the BOROUGH OF DANVILLE, a municipal corporation, hereinafter called "Borough",

AND

DANVILLE T-RAILERS, hereinafter called "T-Railers."

WHEREAS, said Borough owns certain real estate hereinafter described in the First Ward of the Borough of Danville, Montour County, Pennsylvania, commonly known as the F. Q. Hartman Field; and

WHEREAS, said T-Railers is desirous of leasing the same for the purpose of playing organized football,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Borough doth hereby demise, lease and let unto the said T-Railers, for the term of five (5) years beginning January 1, 2024 and ending December 31, 2028, a portion of lands of the Borough of Danville in the First Ward, being approximately 94,500 feet square, upon the following terms and conditions:
 - A. Rental shall be at the rate of One Dollar (\$1.00) per year, payable by T-Railers to Borough.
 - B. T-Railers agrees that if said lands or a portion of said lands are needed by Borough, this Lease may be terminated upon ninety (90) days' notice from Borough to T-Railers and T-Railers agrees within said ninety (90) days of receipt of said notice to remove from and vacate said premises.
 - C. T-Railers agrees to operate and perform all maintenance associated with the premises.
 - D. T-Railers agree to provide Borough with certificates of liability insurance naming the Borough as additionally insured.
 - E. T-Railers agrees to cooperate with Borough to clean and maintain restroom facilities. T-Railers shall clean restrooms and inspect them for damage at least once a week, and shall provide paper towels and toilet tissue, during the duration of use for football season.
 - F. T-Railers agrees to cooperate, and share the premises where possible, with similar organizations and teams in need of similar facilities.
 - G. T-Railers agrees to use and occupy said premises solely for athletic programs, and shall keep the same in as good order and condition as they now are, and at the expiration of the term shall surrender possession of said premises in the same good order and condition as they now are.

- H. T-Railers agree not to construct or place any structures on the premises, or modify, change or otherwise disturb the land, with express written consent of the Borough.
 - I. Parking shall only be permitted in the designated parking lots and shall not be permitted in any grass area.
2. T-Railers agrees that it shall and will permit no unlawful business to be carried on or be conducted on said premises at any time and the said T-Railers shall and will not underlet said premises or any part thereof, or assign this Lease or any interest therein to any person without the written consent of said Borough.
 3. T-Railers hereby authorizes any attorney of any court of record to appear for it, upon breach of any of the conditions of this Lease and to enter an amicable action of ejectment and confess judgment therein for the premises herein described, and T-Railers doth hereby authorize said attorney to issue forthwith a writ of habere facias possessionem with clause of fi. fa. for costs, without leave of court.
 4. A lawful continuance of the tenancy beyond said term without thirty (30) days written notice from either party of the desire to terminate said Lease shall be deemed a renewal thereof for a term of one (1) year and so on from year to year until either party shall give the other one (1) month's notice, in writing, of their intention to terminate the tenancy.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

BOROUGH OF DANVILLE

By: _____
President

ATTEST: _____
Manager

DANVILLE T-RAILERS

By: _____
President

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**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

This is an Agreement between **Danville Borough**(Owner) and **LIVIC Civil, LLC** (Engineer).

This Agreement's Effective Date is: _____.

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as:

TRAFFIC SIGNAL DESIGN, PERMITTING, & INSPECTION for DANVILLE TRAFFIC SIGNAL CONNECTIVITY (Project).

Engineer's services under this Agreement (Services) are generally identified as:

TRAFFIC SIGNAL DESIGN, PERMITTING, & INSPECTION

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within as outlined in the schedule included in the scope of services. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 4 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2. If collection efforts are exercised by Engineer, all costs associated with these efforts will be incurred by Owner.



D. Basis of Payment

1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$33,040**.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: **newspaper advertisement**.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- E. Additional Services: For Additional Services, Owner and Engineer shall agree upon value and scope of work to be completed. Services completed on a time and expense basis will be billed according to the Engineers Standard Rate Schedule for the year in which the work was performed. Rate schedule may be provided upon request and may be updated each calendar year. Additional expenses and/or permit fees to be invoiced as a pass-through fee to the Owner.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. **Waiver of Damages; Limitation of Liability:** To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania. For any binding dispute resolution under the agreement, venue and jurisdiction shall be in Snyder County Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Changes in Pennsylvania's One-Call law have imposed new responsibilities upon project owners "to utilize sufficient quality levels of subsurface utility engineering or other similar techniques whenever practicable to properly determine the existence and positions of underground facilities when designing known complex projects having an estimated cost of four hundred thousand dollars (\$400,000) or more." In addition, Engineer sometimes makes recommendations to owners that subsurface utility engineering is necessary based upon job conditions, regardless of project cost.

The American Society of Civil Engineers standard which is referenced in the One-Call Law, sets forth four (4) quality levels designated as A (highest), B, C and D (lowest). Engineer typically provides services at level C. This includes requesting line and utility information from the PA One Call System, locating marked utilities and visible above ground utility features, and identifying approximate locations of utility lines on the plans using its professional judgment in correlating the information obtained from the field survey, existing records, oral statements, information from PA One Call System. Based upon job conditions, Engineer may recommend levels A or B. Engineer does not provide services at level A or B, but has the ability to coordinate a subconsultant that does provide this level. If Engineer recommends level A or B and if the Owner agrees with this recommendation, Engineer will enter into a subconsultant agreement to have this work performed at an additional cost to the Owner.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. **Beneficiaries:** Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

- 1. Scope of Services Proposal Dated **October 4, 2023**

Owner:
 By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

Engineer: **LIVIC Civil, LLC**
 By: _____
 Print name: **Jesse Smith**
 Title: **Director – Transportation & Infrastructure**
 Date Signed: _____

Engineer License or Firm's Certificate No. **82-3042074**

State of: Pennsylvania

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:
61 Duke Street, Suite 100
Northumberland, PA 17857

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DANVILLE TRAFFIC SIGNAL CONNECTIVITY
DANVILLE BOROUGH, MONTOUR COUNTY, PA
TRAFFIC SIGNAL DESIGN, PERMITTING, & INSPECTION
OCTOBER 4, 2023

PROJECT SUMMARY

LIVIC understands that the Borough has been awarded a PennDOT Traffic Signal Technologies Grant for improving the connectivity of traffic signals within the Borough. The primary method for interconnection will utilize broadband radio.

General Scope of Work

LIVIC will prepare Traffic Signal Construction and Permit Plans in accordance with Danville Borough's and PennDOT's Policies.

Task 1 – Data Collection

LIVIC will field view the site to confirm the existing equipment and review proposed equipment placement.

Task 2 – Preliminary Design

LIVIC will prepare preliminary design plans in accordance with current PennDOT standards and approved TIS. LIVIC anticipates that the preliminary design will include the following:

- One (1) preliminary design review with Borough
- 30% submission to PennDOT
- 60% submission to PennDOT

Task 3 - Utilities

LIVIC will complete a PA One Call for each Project Intersection.

Task 4 – Final Design

LIVIC will prepare final design plans in accordance with current PennDOT standards. LIVIC anticipates that the final design will include the following:

- One (1) final design review with Borough
- 90% submission to PennDOT
- 100% submission to PennDOT



Task 5 – Bidding

LIVIC will facilitate bidding for the project including the following items:

- Construction Plans
- Project Manual
- Technical Specifications
- Wage Rates
- Advertisement for Bid
- Bid Opening
- Recommendation of Award

Task 6 – Construction

LIVIC will provide engineering services during construction including the following:

- Notice of Award
- Notice to Proceed
- Pre-Construction Meeting
- Answer contractor RFI's
- Review Submittals
- Review Applications for Payment
- Critical Construction Inspections
- Signal Activation

Exclusions:

The following items are not included in this scope of work.

- Tasks other than those named above
- Roadway Improvements Design
- Right-of-Way Plans or Acquisition

FEES

LIVIC will complete their services on a lump sum basis based on the scope above and budget presented above.

TASKS 1-5	❖	\$25,000
TASKS 6	❖	\$8,040
TOTAL	❖	\$33,040

Phillip Bahner
Specialist, Safety & Environmental
(570) 271-2187
Email: phillip.bahner@merck.com



100 Avenue C
PO Box 367
Riverside, PA 17868
570-275-2220

September 15, 2023

Borough Council
Danville Borough
463 Mill Street
Danville, PA 17821

Re: Cherokee Pharmaceuticals LLC, a wholly-owned subsidiary of Merck Sharp & Dohme LLC; Notice of Intent (SRBC Pending No. 2023-086) for General Permit (GP-01) and modification application (SRBC Pending No. 2023-090) for Cherokee Pharmaceuticals LLC located in Riverside Borough, Northumberland County, Pennsylvania

Borough Council,

Notice is hereby given that on September 6, 2023, Cherokee Pharmaceuticals LLC (Cherokee) (PO Box 367, Riverside, 17868 Pennsylvania, Phillip.bahner@merck.com, 570.271.2116) has filed a Notice of Intent (NOI) (SRBC Pending No. 2023-086) with the Susquehanna River Basin Commission (SRBC). The NOI is requesting approval of coverage under general permit (GP-01) pursuant to 18 CFR § 806.17 to renew a current SRBC approval (Docket No. 20090312). The water will be used for continued operation of a groundwater remediation system at Cherokee located in Riverside Borough, Northumberland County, Pennsylvania.

Notice is also hereby given that on September 6, 2023, Cherokee has filed an application (SRBC Pending No. 2023-090) for modifications to current SRBC approvals (Docket Nos. 20090310 and 20090311). Cherokee has requested to extend the Docket approval terms for an additional four years and 9 months (through 2028) and has requested a reduced surface water withdrawal quantity from 34.392 million gallons per day (mgd) to 5.100 mgd from the Susquehanna River and reduced consumptive use quantity from 0.999 mgd to 0.200 mgd after routine operations have ended. The water will continue to be used for pharmaceutical and chemical production, and to support decommissioning operations at Cherokee located in Riverside Borough, Northumberland County, Pennsylvania.

You are receiving this letter because your property is located within the required notice distance of the withdrawal location.

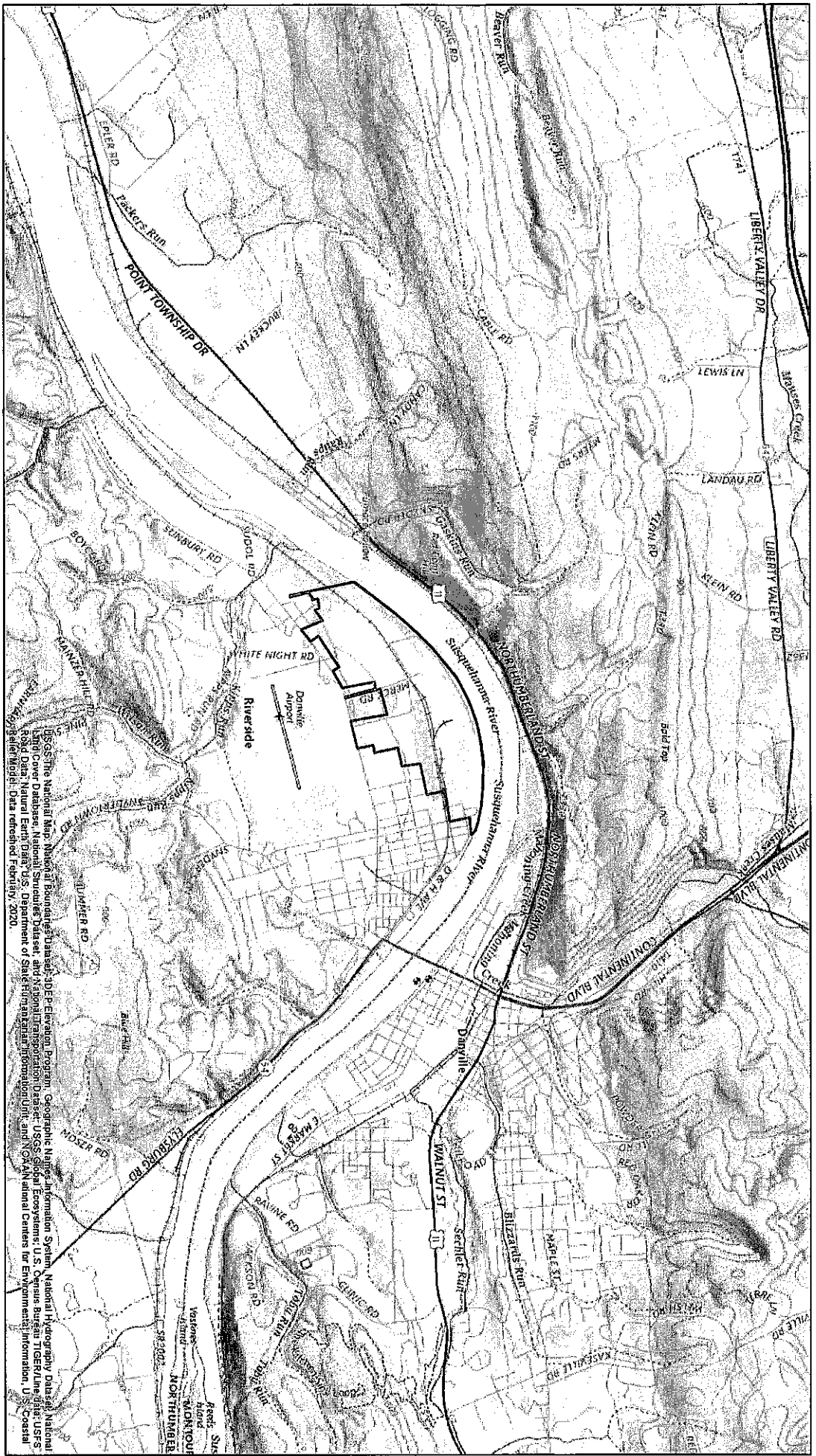
Comments related to the NOI and modification application should be submitted to the attention of: Project Review Manager; Susquehanna River Basin Commission; 4423 North Front Street, Harrisburg, PA 17110-1788; telephone: (717) 238-0423; e-mail: projectcomments@srbc.net. Comments also may be submitted on SRBC's Water Application and Approval Viewer at <https://www.srbc.net/waav>. Please include the above SRBC pending number on any correspondence.

Sincerely,




Phillip Bahner
Cherokee Pharmaceuticals LLC

Enclosure: Site Location Map



Scale in Feet
1 in = 2,500 ft

Legend

 Site Boundary

Site Location Map
Cherokee Pharmaceutical LLC
100 Avenue C
PO Box 367
Riverside, Pennsylvania

Source: National Map Accuracy Standards, 1966 Edition, U.S. Geological Survey, Department of the Interior, Washington, D.C. 20540. Data collected from the National Map Accuracy Standards, 1966 Edition, U.S. Geological Survey, Department of the Interior, Washington, D.C. 20540. Data collected from the National Map Accuracy Standards, 1966 Edition, U.S. Geological Survey, Department of the Interior, Washington, D.C. 20540.