

## Work Session Meeting Minutes - May 6, 2021

City Council Chambers, City Building, 16 West Scribner Avenue, DuBois, Pennsylvania on Thursday, May 6, 2021 @ 4 p.m.; Council convened at their regular Work Session with Mayor Walsh in the Chair. Other Council Members present were: Diane Bernardo, Shane Dietz, and Shannon Gabriel. Also present were: City Manager, John "Herm" Suplizio; City Engineer/Public Work Director, Chris Nasuti; Redevelopment Authority Director/Assistant Public Works Superintendent, Joe Mitchell; Code Enforcement/Zoning Officer, Zac Lawhead; Public Works Superintendent, Scott Farrell; IT Director, James Tokarcik; and Finance Officer, DeLean Shepherd.

**Absent:** Councilman James Aughenbaugh; Police Chief, Blaine Clark; City Controller, David Volpe

### Approval of Minutes

Work Session Meeting Minutes of April 22, 2021

The motion was made by Bernardo and seconded by Dietz that Council approve the Work Session Meeting Minutes of April 22, 2021 as presented by the Administrative Secretary. Roll call vote was as follows: Dietz, yea; Gabriel, yea; Bernardo, yea; Walsh, yea. Motion passed 4-0.



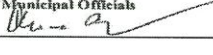
### Approval of Registry of Invoices

Review for Monday

**Request from Attorney Mohny to appoint Patrick A. Heath, 3 East DuBois Avenue, to the Hospital Authority for a 4 -year term ending 05/24/2025.** (Mr. Heath will be replacing Joseph Lazore; who's term is up on May 23<sup>rd</sup>)

The motion was made by Dietz and seconded by Gabriel that Council approve the request from Attorney Mohny to appoint Patrick Heath to the Hospital Authority for a 4 -year term ending May 24, 2025. Roll call vote was as follows: Dietz, yea; Gabriel, yea; Bernardo, yea; Walsh, yea. Motion passed 4-0.

### Application for County Aid - (Liquid Fuels)

 <p><b>pennsylvania</b> DEPARTMENT OF TRANSPORTATION <small>MS-339 (Rev 10/12)</small></p>	<b>APPLICATION FOR COUNTY AID</b>	<b>PROJECT NUMBER:</b> 
<b>SECTION 1: To be completed by Municipality. Upon completion submit to the County.</b>		
<p><b>THEREFORE BE IT RESOLVED</b>, that we, the Officials of <u>City of DuBois</u> Municipality (NAME),  <u>Clearfield</u> County, Pennsylvania, in Regular Session, do hereby make application to the  County for an allocation of County Liquid Fuels Tax Funds.</p> <p><b>PROJECT DESCRIPTION:</b>  City Street Paving</p>		
<b>TOTAL ESTIMATED PROJECT COST: \$ 250,000.00</b>		<b>ALLOCATION REQUESTED: \$ 8,590.01</b>
<p>It is certified by the Municipality and the officers who execute this application that all materials used and work done hereunder shall conform to the current Pennsylvania Department of Transportation Specifications and that all work will be done within the legal right of way or with permission of the abutting property owners.</p>		
<b>ATTEST: (Seal)</b>  <small>SIGNATURE - SECRETARY/CITY CLERK</small> City of DuBois, PO Box 408, DuBois, PA 15801 <small>ADDRESS</small>	<b>DULY ADOPTED ON (Date):</b> <u>05/06/2021</u> <b>Signature of Municipal Officials</b> 	
<b>SECTION 2: To be completed by County Officials. Upon completion, submit to the PA Department of Transportation.</b>		
<p>WHEREAS, the County Officials of _____ County, having been presented with the foregoing application for the expenditure of County Liquid Fuels Tax Funds for improvements as indicated above.</p> <p><b>THEREFORE BE IT RESOLVED</b>, that we, the said Officials, in Regular Session, agree on behalf of said County to contribute the amount listed below from the County Liquid Fuels Tax Funds toward the above specified project provided that all work done shall conform to the current Pennsylvania Department of Transportation Specifications.</p> <p><b>LET IT ALSO BE RESOLVED</b> that we do hereby make application to the Pennsylvania Department of Transportation for an Encumbrance of Liquid Fuels Tax Funds for the amount below if not distributed to the Municipality named above by the end of this calendar year.</p>		
<b>DULY ADOPTED ON (Date):</b> _____ <b>ATTEST: (Seal)</b>  <small>SIGNATURE - COUNTY CLERK</small>  <small>ADDRESS</small>	<b>ALLOCATION APPROVED: \$</b> _____ <b>Signature of County Officials</b>  	
<b>SECTION 3: To be completed by the Pennsylvania Department of Transportation.</b>		
<b>APPROVED:</b> _____ <small>MUNICIPAL SERVICES REPRESENTATIVE</small>		<b>DATE:</b> _____



The motion was made by Gabriel and seconded by Dietz that Council authorize Mayor Walsh to sign the Application for County Aid as presented by the City Engineer. Roll call vote was as follows: Dietz, yea; Gabriel, yea; Bernardo, yea; Walsh, yea. Motion passed 4-0.

#### **Approval for Fire Training System**

The motion was made by Gabriel and seconded by Dietz that Council approve the Fire Training System as presented by City Manager Suplizio. Roll call vote was as follows: Dietz, yea; Gabriel, yea; Bernardo, yea; Walsh, yea. Motion passed 4-0.

#### **Hospital Security Force Agreement**

### **POLICE SERVICES AGREEMENT**

#### **BY AND BETWEEN**

DuBois Regional Medical Center, d/b/a Penn Highlands DuBois, a Pennsylvania nonprofit corporation (hereinafter called "PHD"),

#### **AND**

The City of DuBois, a City of the Third Class (DuBois).

#### **WITNESSETH:**

WHEREAS, PHD operates an acute care general hospital in DuBois, Pennsylvania at its East Campus and West Campus; and

WHEREAS, DuBois is capable of providing the Police Services described herein through such sworn and certified law enforcement officers who: (a) satisfy the qualifications set forth in this Agreement; (b) are acceptable to PHD; and

WHEREAS, through an agreement with the City for the provision of Police Services through the City's Police Officers, PHD can: (a) improve patient safety by facilitating the access and ready availability of Police Services at PHD's East Campus and West Campus; (b) standardize police procedures therein; (c) provide better scheduling of the availability of City Police Officers at PHD's East Campus and West Campus; and (d) facilitate the performance and adherence to police standards at PHD's East Campus and West Campus.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

#### Section 1. Facilities and Personnel

- (a) PHD shall provide all of the space, supplies, equipment, services, and technical support personnel that the City determines to be reasonably required for the City to provide the Police Services at PHD's East Campus and West Campus that are described herein, including the equipment and vehicles that are described in Attachment A.
- (b) Nothing herein shall be deemed to create a property interest on the part of the City or any of the City Police Officers in PHD's property, facilities or equipment.
- (c) If the City has any concerns with any member of PHD's security force or any other PHD employee, the City shall bring its concerns to the attention of PHD's President or designee, who will make a good faith effort to address any such concerns. However, all PHD personnel will be subject to the personnel policies of PHD.

#### Section 2. Provision of Police Services by the Department

- (a) The City shall provide for the availability of up to six (6) Full-Time Equivalent (FTE) Police Officers to provide the Police Services described herein at PHD's East Campus and at PHD's West Campus in accordance with such schedules as shall be developed by the Department in cooperation with PHD's President or designee in the following manner:
  - (i) The City shall require approximately Three and Four Tenths (3.4) FTE Police Officers to be on site at the PHD's West Campus. The on-site hours of coverage at the West Campus shall be determined as mutually agreed upon by the City and PHD.
  - (ii) The City shall require approximately Two and One Tenths (2.1) FTE Police Officers to be on site at the PHD's East Campus. The on-site hours of coverage at the East Campus shall be determined as mutually agreed upon by the City and PHD.
  - (iii) The time periods described in Sections 2 (a)(i) and (ii) shall be referred to herein as the "Routine Hours of Coverage." Notwithstanding the foregoing, PHD and the City hereby agree that irrespective of any schedule that may require the City Police Officers to be on site at PHD, if requested by the City,



the Police Officers assigned to PHD may leave PHD's premises as needed to assist the other City Police Officers in an emergency.

- (iv) On-site Police Services other than Routine Hours of Coverage will be provided by PHD's security force. During Routine Hours of Coverage, the on-site City Police Officer must respond by phone immediately and in no event more than five (5) minutes after being contacted. If PHD's security force requires a City Police Officer to provide Police Services after Routine Hours of Coverage, PHD's security force will contact the City and explain the reason for the on-site presence of the City Police Officer. If requested to be on site at PHD, Police Services must be provided by a City Police Officer as soon as possible.
  - (v) The parties hereby agree that as the needs of PHD increase or change, the City will make a good faith effort to adjust the Routine Hours of Coverage at each Campus and the staffing of the City Police Officers at each respective Campus during Routine Hours of Coverage to satisfy PHD's need for Police Services as mutually agreed upon by the parties.
- (b) As an integral part of the Police Services provided by the City, the City shall require its Police Officers to:
- (i) maintain an effective and professional working relationship with PHD's management, PHD's security force, PHD's other personnel, and PHD's medical staff members,
  - (ii) work actively and cooperatively in supporting the goals, objectives and programs of PHD;
  - (iii) consult with PHD management when such consultation is requested or required;
  - (iv) when requested by PHD serve on PHD safety committees;
  - (v) adhere to PHD's core behaviors; caring attitude, confidentiality, communication, collaboration, and customer satisfaction;
  - (vi) keep PHD's President or his/her designee informed of new equipment, procedures and techniques that may be used in the provision of Police Services at PHD;
  - (vii) participate in programs of education and in-service programs for PHD's security force, medical staff appointees, nursing, and other PHD personnel;
  - (viii) review and revise City Police Services policies and procedures as requested;
  - (ix) meet on a monthly basis with the PHD East Campus and West Campus management or more often if requested by PHD;
  - (x) work actively and cooperatively in supporting the goals, objectives, and programs of PHD; and
  - (xi) provide a monthly report that describes the Police Services that were provided that month, the number of City Police Officer FTEs provided by the City during that month, and any requests for the on-site presence of the City's Police Officers at PHD after the Routine Hours of Coverage.

### Section 3. Obligations of the City Police Officers

The City shall inform its Police Officers of the requirements of this Agreement and will require the Police Officers to comply with the terms of this Agreement that apply to the City Police Officers.

### Section 4. Qualifications of the City Police Officers

The City will require each Department Police Officer who provides Police Services pursuant to this Agreement to:

- (a) be a sworn and certified law enforcement officer who satisfies the standards established by the Municipal Police Officers' Education and Training Commission ("MPOETC") and by the Department;
- (b) perform the Police Services to the satisfaction of PHD's President/CEO. If at any time any of the City Police Officers fail to meet these requirements, PHD may request the City to remove the City Police Officer in question from all duties pursuant to this Agreement and, if necessary for the City to comply with the terms of this Agreement, the City shall provide a replacement Police Officer acceptable to PHD within ninety (90) days of receipt of said notice. The City may request an extension of this ninety (90) day period if the City reasonably cannot provide a Police Officer who meets all of the qualifications set forth in this Agreement within that period of time. PHD shall grant any first request for an extension and shall reasonably consider any further requests for an extension.

### Section 5. Compensation for Police Services



- (a) Following its receipt of the report described in Section 5(c), PHD shall pay the City within fifteen (15) days the following amounts for all of the Police Services provided by the City pursuant to this Agreement during the first three (3) years following the Effective Date of this Agreement:
  - (i) Fifty-Six Thousand Eight Hundred Forty-Four Dollars and Sixty-Two Cents (\$56,844.62) per FTE City Police Officer per annum during the first year that this Agreement is in effect;
  - (ii) Fifty-Eight Thousand Nine Hundred Forty-Three Dollars and Eighty-Eight Cents (\$58,943.88) per FTE City Police Officer per annum during the second year that this Agreement is in effect;
  - (iii) Sixty Thousand Five Hundred Fifty-Two Dollars and Sixty-Eight Cents (\$60,552.68) per FTE City Police Officer per annum during the third year that this Agreement is in effect;
  - (iv) the annual per FTE City Police Officer payment thereafter shall be established on or before the fourth anniversary of the Effective Date of this Agreement, and on the anniversary of the Effective Date each year thereafter that this Agreement remains in effect, using the same payment methodology and the actual cost per FTE City Police Officers then being provided to PHD by the City. The failure to agree on this amount on or before the then – applicable anniversary of the Effective Date of this Agreement will permit either party to terminate this Agreement on one hundred twenty (120) days' written notice.
- (b) The amount set forth above shall be determined on a monthly basis and shall be based on the report described in Section 5(c). Once the report described in Section 5(c) is acceptable to PHD, the City will be paid the amount due in monthly payments in accordance with the terms of Section 5(c), by multiplying the then-applicable annual FTE amount described above by the number of FTE's provided that month and then dividing that amount by twelve (12).
- (c) Each month, the City shall document the Police Services and the number to FTE City Police Officers that were provided to PHD during the month. The City must prepare and submit the forms required by PHD no later than the 10<sup>th</sup> day of the month immediately following the month in which the Police Services were provided. PHD will then pay the monthly installment due within fifteen (15) days of its receipt of this monthly report; provided however, the City failure to complete and to provide a report that is acceptable to PHD's President will result in PHD withholding payment of that monthly payment until such time as an acceptable report is provided to PHD's President.
- (d) The parties have determined the annual per FTE City Police Officer payment that is described in Section 5 (a) of this Agreement based on the experience, pay scale, benefits and other costs of employing the City Police Officers in effect as of the Effective Date of this Agreement and the projected costs of employing the Department Police Officers over the first three (3) years that this Agreement will be in effect.
- (e) In the event of a change in the City Police Officer's pay scale, benefits, insurance premiums, taxes or other costs that are incurred by the City as a result of the City's employment of the Police Officers needed to provide the Police Services described herein, that is greater than the rate anticipated on the Effective Date of this Agreement, then the City shall provide PHD with such documentation as to the increase in any such cost as PHD shall reasonably request. Upon the provision of this documentation, the annual per FTE rates that are described in Section 5(a) may be adjusted as mutually agreed to reflect any such increase in the City's cost of employing the Department Police Officers not to exceed three percent (3%) per annum.

#### Section 6. Insurance

The City shall maintain in force all required insurance coverage including but not limited to Worker's Compensation Insurance, Unemployment Compensation, and professional liability insurance, covering the Police Department and the Department Police Officers for the Police Services that are provided pursuant to this Agreement, regardless of the date on which a claim may be filed, in at least such minimum amounts and terms as may be required by PHD. The Department shall furnish satisfactory evidence of such insurance coverage to PHD annually and at other times upon request.

#### Section 7. Indemnification

Each party shall indemnify, defend, and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including, without limitation, attorneys' fees and cost of defense) to any person or property caused by or arising from any act or omission of



the indemnifying party and its employees arising out of the Police Services provided pursuant to this Agreement.

#### Section 8. Cooperation in the Event of a Claim

- (a) In the event that either the City or PHD becomes aware of any alleged injury arising out of the Police Services pursuant to this Agreement, each party has a duty to give the other party notice containing the particulars sufficient to identify the name and address of the alleged injured person, place and circumstances of the alleged incident and the addresses of the available witnesses.
- (b) Subject to the terms of the respective professional liability and malpractice insurance policies, each of the parties hereto shall cooperate with the other and in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to either of the parties because of injury with respect to which insurance is afforded, and each of the parties hereto shall attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses.

#### Section 9. Confidentiality

- (a) The City and the City Police Officers shall not disclose information relating to the identity of any PHD patient, any PHD patient health information, PHD's operations, or the terms and conditions of this Agreement, unless PHD shall have given written consent for the release of information, except as required by law or legal process.
- (b) The City and the Department Police Officers will comply with all laws and regulations pertaining to confidentiality and security of medical records and individually identifiable health information, including those set forth at 45 C.F.R. Parts 160 and 164, and any more restrictive federal or state law. The parties hereby acknowledge and agree that the transaction described in this Agreement constitutes a "Health Care Operation" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), that the parties are not "Business Associates" as that term is defined in HIPAA and, as such, a Business Associate Agreement is not required as a result of this Agreement.

#### Section 10. Compliance with Law

- (a) The parties shall comply with all applicable statutes, rules, regulations and standards of any and all governmental authorities and regulatory and accreditation bodies relating to the operation of PHD or to the provision of Police Services.
- (b) The parties have negotiated this Agreement at arm's length, in the good faith belief that the terms and conditions set forth herein comply with current state and federal law. If either party reasonably determines that any provision of this Agreement becomes, or could be alleged to become, violative of the rules, regulations or reimbursement policies of any third party reimbursement program, any federal or state statute, rule or regulation, or administrative or judicial decision, subjects, or could be alleged to subject, any individual to any form of excise tax or other monetary penalty, or jeopardizes, or could be alleged to jeopardize, PHD's status as an organization described in Section 501(c)(3) of the Internal Revenue Code, the parties shall meet and shall make a good faith effort to agree to the changes to this Agreement so that it no longer violates the same, no longer subjects any individual to any form of excise tax or monetary penalty, or no longer jeopardizes PHD's status as a Section 501(c)(3) organization. If the parties cannot agree on those changes, then either party may terminate this Agreement immediately upon written notice to the other party.
- (c) The compensation set forth herein constitutes the commercially reasonable, fair market value of the Police Services that are provided by the City through the City Police Officers pursuant to this Agreement.
- (d) The City shall require its Police Officers to conduct themselves in a professional manner. The City of DuBois Police Officers shall not discriminate in the provision of Police Services to any individual while on PHD's premises on any basis prohibited by law.
- (e) In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)(I)) is applicable to this Agreement, the Department shall make its records available to the Secretary of the federal Department of Health and Human Services ("DHHS") or, upon request, to the DHHS Controller General, as required by law.

#### Section 11. Independent Contractors

- (a) PHD and the City are independent contractors. This Agreement shall not be construed to create a relationship of principal and agent, partnership or joint venture or of any association between the parties other than that of independent contractors.



- (b) Neither the City nor its Police Officers are employees of PHD for any purpose whatsoever and are not eligible for any benefits provided by PHD to its employees. PHD is not responsible for paying or withholding any taxes or other payments for or on behalf of the City or its Police Officers, and the City hereby indemnifies and holds PHD harmless from any liability for the same.

#### Section 12. Term and Termination

- (a) The Agreement shall commence on \_\_\_\_\_ (the "Effective Date") and be in force for a period of seven (7) years from the Effective Date, unless terminated earlier in accordance with the provision herein.
- (b) This Agreement shall automatically renew for successive terms of one (1) year each, unless either party serves written notice to the other of its intent not to renew this Agreement not later than one hundred twenty (120) days prior to the expiration of the then current term.
- (c) At any time following the Effective Date, this Agreement may be terminated for cause in the event of a material breach of any provision of this Agreement by either PHD or the City. The non-breaching party shall give written notice of the material breach to the breaching party containing a specific statement of the material breach. The breaching party shall have sixty (60) days from the receipt of such notice to correct the material breach. If the breaching party fails to make such correction within sixty (60) days of notification, then the non-breaching party may terminate this Agreement effective at the end of said sixty (60) day period.
- (d) Notwithstanding any other term or condition of this Agreement, the City of DuBois may terminate this agreement at any time after one hundred twenty (120) days' notice if it ceases to provide police services or if, for economic reasons, it is necessary to reduce the police force. In addition, at any time after \_\_\_\_\_ after this Agreement has been in effect for three (3) years following the Effective Date, either party may terminate this Agreement at any time without cause by giving the other party at least one hundred and twenty (120) days' written notice of its intention to terminate.
- (e) Notwithstanding the foregoing, this Agreement may also be terminated in accordance with its terms.
- (f) In the event this Agreement is terminated for any reason, or upon the non-renewal of this Agreement, the parties shall cooperate during the transition so that patient care and the safe and orderly operation of the PHD's services are not adversely affected.

#### Section 13. Entire Agreement

There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements, amendments or letter agreements relating to the subject matter covered by this Agreement.

#### Section 14. Invalidity or Unenforceability of Particular Provisions

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted so long as any such modification does not change the intent of the parties.

#### Section 15. Choice of Law and Venue

This Agreement has been executed and delivered in and shall be interpreted, construed, enforced and governed by an in accordance with the laws of the Commonwealth of Pennsylvania, and the courts of Clearfield County, Pennsylvania shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding between the parties that may be brought or arise out of, in connection with, or by reason of this Agreement. The parties hereby consent to the jurisdiction of such courts.

#### Section 16. No Third-Party Rights

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

#### Section 17. Construction of Headings

The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.



#### Section 18. No Contra Proferentem

This Agreement has been negotiated at arm's length, with the participation of counsel for all parties. No party shall be deemed to be the drafter of this Agreement or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis of that party's identity as the drafter of any part of this Agreement. The parties further acknowledge that the obligations herein described are in good faith and are reasonable in the context of the matters released.

#### Section 19. Severability

In the event any paragraph, article, or provision of this Agreement is declared invalid, unlawful, or unenforceable, such declarations shall neither nullify nor affect the validity, legality, or enforceability of any other paragraph, article, or provision hereof. Furthermore, the invalid provision shall be amended to whatever extent is needed to make such provision acceptable and enforceable by the applicable court while retaining the intent of the provision to the greatest possible extent.

#### Section 20. Force Majeure

If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, military service, strikes, lockouts, labor troubles, terrorist attacks, pandemics, government shut-downs or shelter in place orders, inability to procure materials, restrictive governmental laws or regulations or other case, without fault and beyond the reasonable control of the party obligated, PHD may unilaterally reduce or modify an compensation due the City under this Agreement, alter the Routine Hours of Coverage or may excuse performance of this Agreement for the period of the delay, and if performance is excused the term of this Agreement shall be extended for a period equivalent to the period of such excused performance. If the City disagrees with PHD's proposed changes to the terms of this Agreement, then the City may terminate this Agreement, to be effective thirty (30) days from the date of said notice.

#### Section 21. Successors in Interest

Each and all of the terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors in interest of the parties.

#### Section 22. Notices

Any notices, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt request, overnight carrier or personal delivery addressed as follows:

PHD:  
John S. Sutika, President

Penn Highlands DuBois  
100 Hospital Avenue  
DuBois, PA 15801  
Attention: President

DEPARTMENT  
The City of DuBois Police Department  
Attn: CHIEF OF POLICE

16 W. Scribner Avenue  
DuBois, PA 15801  
Attention: Chief of Police

or to such other address or facsimile number and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

#### Section 23. Assignment

Neither party may assign its respective rights and/or duties hereunder without the prior written consent of the other party.

#### Section 24. Amendments

This Agreement may be amended at any time by mutual written agreement of the parties.

#### Section 25. Strict Performance

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

#### Section 26. Counterparts



This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(SIGNATURE PAGE FOLLOWS)

The motion was made by Dietz and seconded by Gabriel that Council approve the Hospital Security Force Agreement as presented. Roll call vote was as follows: Dietz, yea; Gabriel, yea; Bernardo, yea; Walsh, yea. Motion passed 4-0.

City Manager Suplizio announced that there will be a joint press conference between the City of DuBois and Penn Highlands Healthcare - DuBois at 9:15 a.m. on Friday, May 7, 2021 in City Council Chambers concerning the newly formed Police Hospital Security Force.

**Authorization to advertise for bids for Maple Avenue Turnback Project**

City Engineer Nasuti stated that this project will pave curbs and put in drainage. He went on to say that Sandy Township will take care of their portion of Maple Avenue. The motion was made by Gabriel and seconded by Dietz that Council approve advertising for bids for the Maple Avenue Turnback Project. Roll call vote was as follows: Dietz, yea; Gabriel, yea; Bernardo, yea; Walsh, yea. Motion passed 4-0.

**Request Public Hearing on Thursday, May 20, 2021 at 3:30 p.m. concerning the Comcast Contract**  
Councilwoman Bernardo would like to know what is in the contract. She has been hearing that reception is horrible. She will write down her questions and concerns for the meeting. The motion was made by Dietz and seconded by Bernardo that Council approve the request for a Public Hearing on Thursday, May 20, 2021 at 3:30 p.m. concerning the Comcast Contract. Roll call vote was as follows: Dietz, yea; Gabriel, yea; Bernardo, yea; Walsh, yea. Motion passed 4-0.

**Planning Commission Recommendation: Dubrook/ YBC - Subdivision**

The motion was made by Gabriel and seconded by Dietz that Council approve the recommendation of the Planning Commission and approve the Dubrook/YBC Subdivision request as presented. Roll call vote was as follows: Dietz, yea; Gabriel, yea; Bernardo, yea; Walsh, yea. Motion passed 4-0.

**Tabulation: Maple Avenue Streetscape (Recommendation Monday)**  
May 6, 2021

**TABULATION OF BIDS  
FOR  
MAPLE AVENUE STREETSCAPE**

	FIRM	AMOUNT OF BID
1.	Straw Construction Co, Inc. PO Box 9 Boswell, PA 15531	\$ No Bid
2.	John Nastase Construction PO Box 1 Snow Shoe, PA 16874	\$ 814,559.45
3.	Dave Roman Excavating, Inc. 1135 Reynoldsville Sykesville Road Reynoldsville, PA 15851	\$ 746,980.10
4.	Francis J. Palo, Inc. PO Box 368 309 S. 4 <sup>th</sup> Avenue	\$ 863,936.00



Clarion, PA 16214

- |    |  |               |
|----|--|---------------|
| 5. | HRI, Inc.<br>1750 West College Avenue<br>State College, PA 16801 | \$ 924,935.00 |
| 6. | Glenn O. Hawbaker, Inc.<br>627 Rich Highway<br>DuBois, PA 15801  | \$773,169.25  |

**Code Enforcement/Zoning Officer - Zac Lawhead**

Updated Council on Rick Fotta and his neighbor dispute. He had a conversation with the camper owner and we will make arrangements to have it removed.

**City Engineer - Chris Nasuti**

- The ex-Trinity Lutheran Church would like to have a designated parking area for the pastor to park. Mayor Walsh asked the City Engineer to check it out and come back with a recommendation.
- People want a limit or permit parking on streets because some households have too many vehicles and take up too many spaces on the street.

**City Councilwoman - Diane Bernardo**

Shout out to the Planning Commission meeting and the dialog with the Downtown Group.

**City Councilwoman - Shannon Gabriel**

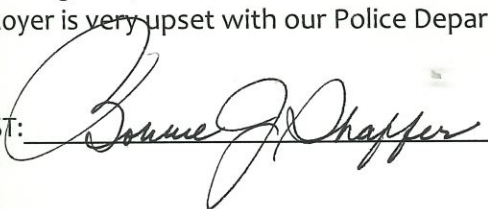
Thanks to Code Enforcer Lawhead and City Manager Suplizio regarding the dumpster. However, there is now stuff sitting beside the dumpster; why can't they put their stuff in the dumpster?

**City Manager - John "Herm" Suplizio**

Topic: Margo Royer

(Ms. Royer is very upset with our Police Department and has been calling and emailing constantly.)

ATTEST:



APPROVE:

