

PUBLIC WORKS & ENVIRONMENTAL COMMITTEE MEETING

Tuesday, April 4, 2023, 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), James Huber and Nick McGaw.

Citizens to be heard:

Business:

1. First Public Hearing: 2023 CDBG annual action plan- Jamie Shrawder.
2. Update on Town projects- Andrew Barton.
 - a. Honeysuckle Stormwater Project.
 - b. ARLE- 5th and Market, Park & Route 11 and Retiming.
 - c. 2023 Paving.
 - d. Bloomsburg Area Recreational Trail (BART).
 - e. Parking space at Town Hall.
3. Approval of the Public Works & Environmental Committee minutes from the 3/7/2023 meeting.
4. Approval of adding a dog donation box at the dog park. There is a volunteer group that would like to pay for this and install.
5. Review of the reports (will be presented at the meeting).
 - Recycling.
 - Compost.
 - Airport.
6. Discussion and or approval of a quote from Airport Monitoring Systems- BJ Teichman.
7. Discussion of adding street lights.
8. Discussion of the quote from Boyer Swimming Pools, Inc. in the amount of \$42,909.44.

Next meeting: May 2, 2023.

TOWN OF BLOOMSBURG
COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION PREPARATION SCHEDULE
FFY 2023

Notice to Community Organizations	March 21, 2023
Public Hearing Notice Publication Date	March 21, 2023
First Public Hearing	April 4, 2023 Tuesday, 10:00 AM
Public Works Committee Project Recommendations	May 2, 2023 Tuesday, 10:00 AM
*Council Project Review and Selection	May 22, 2023 Monday, 7:00 PM
Final Public Hearing Notice Publication Date/ Annual Action Plan Published for Comment	June 5, 2023
Final Public Hearing	June 26, 2023 Monday, 7:00 PM
End of Annual Action Plan Comment Period	July 5, 2023
*Annual Action Plan Approval	July 17, 2023 Monday, 7:00 PM
Anticipated Annual Action Plan Submission Deadline	August 31, 2023

* Denotes formal action by the Bloomsburg Town Council.

FFY 2023 Allocation: ≈ \$261,919





SALES ORDER



Airport: KN13 - BLOOMSBURG MUNI AIRPORT

Date: 03/29/2023

Bj Teichman
Phone: 570.317.2481
Email: airportcoordinator@bloomsburgpa.org

Same as PPOC	Same as PPOC
Phone:	Phone:
Email:	Email:

Notes/Comments: Client agrees to participate in surveys on the impact of information on airport and community, share success stories, and provide suggestions that would add value.

- Aircraft Operations Counting and Analysis - Data Subscription 6/1 - 12/31/23 \$ 747.50
- Aircraft Operations Counting and Analysis - Annual Data Subscription \$ 1,495.00
(Pricing for one-year and four option-years beginning 1/1/2024)
- Aircraft Operations Counting and Analysis - 5 Year Bundle Subscription \$ 6,951.75
(Includes 7% discount. Beginning 1/1/2024)

Total Amount Due	\$ _____.
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Authorized By

Date

TERMS AND CONDITIONS OF SALES



Customer Responsibilities: Customer is to provide:

- (i) a suitable location to place AMS system's shoebox-sized NEMA enclosure,
- (ii) a 120V AC standard wall outlet within six (6) feet of the enclosure's location and surge-suppressor,
- (iii) a mutually agreeable location to mount an approximately three (3) foot long antenna with line-of-sight to the runway(s). This location must accommodate the connection of this antenna to the enclosure via a thirty (30) foot coaxial cable,
- (iv) a hardwired or suitable WiFi internet connection, SSID and password,
- (v) notification of changes in WiFi access credentials.

Unless otherwise agreed in writing, Customer is responsible for mounting, installing, and connecting this AMS equipment. This process will require a penetration of an external walls or roof. Customer is also responsible to facilitate access to AMS personnel for as necessary to repair, inspect, maintain, replace, or remove AMS equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for AMS Equipment. Customer is required to comply with all federal, state, and local code, laws and safety standards when installing AMS equipment.

Payment. Customer shall pay all charges by the due date on the invoice which shall be at least thirty (30) days from issuance of an invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Customer is permitted to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due.

Taxes, Fees, and Surcharges. As applicable, Customer shall also pay all, applicable taxes, fees, and surcharges including, without limitation, sales, use, gross receipts, and/or excise taxes, access fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on the provision and/or Customer's use of the Services (collectively, "Taxes, Fees, and Surcharges"). Airport Monitoring Systems (AMS) may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that AMS is required or permitted by governmental or quasi governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these Taxes, Fees, and Surcharges may vary.

Service Start Date and Term. The Annual Term shall begin on the availability of airport data via a web browser and shall continue for the applicable Term commitment set forth in the Agreement. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, AMS may begin Annual Term on the date Services would have been installed. AMS shall use reasonable efforts to make the information available by the Customer's requested service date. AMS shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond control. If Customer delays installation for more than ninety (90) days after placement of a Sales Order, AMS reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for AMS' reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. AMS reserves the right to increase rates for Services during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate

increase. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

Termination by Customer. Customer may terminate Service before the end of the Term upon at least thirty (30) days written notice; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by AMS), unless otherwise expressly stated otherwise, Customer will not be entitled to any refunds of payments made prior to the termination notice.

Termination by AMS. AMS may terminate Service, in whole or in part, upon notice to Customer and without liability to AMS for any of the following reasons: (i) Customer's nonpayment of a bill within the payment period prescribed; (ii) Customer's violation of, or noncompliance with, any provision of law; (iii) Customer's or any third party's refusal to permit AMS access to the Premises, including, without limitation, for installation, repair, recovery, maintenance, and/or inspection; (iv) Customer's tampering with AMS systems or components or interconnection with AMS facilities or equipment; (v) Customer's use of Services in such manner as to interfere with service to other customers; (vi) Customer's abandonment of the Service; (vii) Customer's impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud AMS or others; (viii) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another; (ix) Customer engages in threatening, harassing or vexatious behavior towards AMS or its employees; (x) Customer or its equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of AMS' infrastructure; or (xi) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States.

Default. If either AMS or Customer (each a "Party") fails to perform any material term, provision, covenant, condition, agreement, or obligation, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, or within ten (10) days after receiving notice of the breach from the other Party if the breach is the result of any late payment, such Party shall be deemed in "Default". In this event, the non-Defaulting Party shall be entitled to pursue all remedies available at law or in equity but subject to the limitations contained herein. If any non-monetary Default cannot

TERMS AND CONDITIONS OF SALES



be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default AMS may pursue one or more of the following courses of action upon notice to Customer as required by applicable law: (i) terminate Service whereupon all sums then due and payable, including any applicable termination fees, shall become immediately due and payable, or (ii) suspend all or any part of Services, in addition to pursuing any and all remedies, including reasonable attorneys' fees available at law or in equity. If Customer is in Default for failing to pay any amount due, Customer shall also be liable for any applicable interest, costs of collection (including attorneys' fees and third-party agent collection fees), late fees (subject to state law and regulations), collection fees, bank fees and any other applicable fees, charges, or payments (collectively, "Collection Fees"). Any balance amount that remains delinquent may be referred to a third party for collections. In the event arbitration or suit, as the case may be, is brought or any attorney is retained by AMS to collect any payments which are past due hereunder and/or to enforce any provision of the Agreement and AMS prevails, AMS shall be entitled to recover, in addition to any other remedy, reimbursement for Collection Fees, reasonable attorneys' fees, litigation and arbitration costs, expert witness fees, and court costs incurred in connection therewith, in addition to all other relief a court may award.

Force Majeure. Customer shall have no claim against AMS for any failure to perform caused by (i) acts of God or natural disasters, including, without limitation, fire, flood, hurricane, inclement weather, winds, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including but not limited to a public health crisis which results in a quarantine, a stay-at-home order, a shelter in place order or other restriction on workers (ii) civil or military action, including without limitation, a national emergency, riot, civil insurrection, act of terrorism, threat of terrorism, or the taking of property by condemnation or eminent domain, (iii) strikes or labor disputes; (iv) fuel shortages, energy shortages, power outages, or power reductions, including without limitation proactive power reductions or power outages by power companies for safety reason, wildfire prevention, conservation or other similar reason; (v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other approvals from governmental authorities for Services provisioning; (vii) third party cable cut(s), (viii) events which make performance inadvisable, commercially impracticable, illegal or impossible, or (viii) any other causes beyond the reasonable control of AMS (each a "Force Majeure" event).

License Restrictions. Customer may not, or permit anyone to: (i) copy, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, hardware or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to or provided with the Services; (ii) translate, modify, make derivative work of, the Services or any of its components and/or outputs; (iii) assign, sublicense, pledge, lease, rent, disclose, publish, sell, market, or share rights; (iv) make the Service or materials resulting from the Service available in any manner to any third party for use in the third party's business operations (unless such access is expressly

permitted in writing by AMS for the specific license or materials from the Services subscribed for); (v) use the Services and/or its outputs unlawfully or in any manner not expressly authorized by AMS; or (vi) or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to AMS's.

Indemnity. Customer shall indemnify, defend and hold AMS and its suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a "AMS Related Party", and collectively, the "AMS Related Parties") harmless from and against any claim, actions, or demands relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any end users of the Services, (ii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services.

LIMITATION OF LIABILITY/ DISCLAIMER OF WARRANTIES. IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT, NEITHER AMS NOR ANY AMS RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL AMS NOR ANY AMS RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY AMS SERVICE, AMS EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER AMS NOR ANY AMS RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF AMS. UNDER NO CIRCUMSTANCES WILL AMS OR ANY AMS RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES. AMS'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE LESSER OF (I) THE FEES PAID OR OWED BY CUSTOMER UNDER THE AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE DATE THE CLAIM ARISES OR (II) ANY OTHER APPLICABLE LIMITATION ON AMS' LIABILITY. EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST-EFFORTS SERVICE AND AMS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. AMS DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. AMS DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE.

3-31-23

Locations To Add Street Lights

	750 East 4 th Street	36044	N30845
	295 Oak Lane	36069	N30931
	807 East 3 rd Street	36049	N30906
	735 East 3 rd Street	36025	N30891
	647 East 3 rd Street	35975	N30859
	563 East 3 rd Street	35923	N30827
	Top of Wood Street	35891	N30823
	411 East 3 rd Street	35871	N30794
	275 East 3 rd Street	35825	N30766
	Locust Street	36001	N30850
	Summit Ave & Millville Road	35578	N30876
	344 Market Street	35689	N30652
	398 Market Street & West 4 th	35698	N30632
	428 Market Street	35711	N30613
	Market Street & 6 th Street	35750	N30553
	Market Street & 9 th Street	35822	N30453
19 Total	Market Street & 12 th Street	35871	N30373
	South Railroad Street	35786	N30247
19 Total	South Railroad Street	35797	N30231



BOYER SWIMMING POOLS, INC.

183 Moore Street
Millersburg, PA 17061
Phone: (717) 692-2166
1-800-533-7665
Fax: (717) 692-3280

March 28, 2023

Town of Bloomsburg
Attn: John Fritz
301 East Second Street
Bloomsburg, PA 17815

RE: Equipment quote

Dear Mr. Fritz,

In accordance with our recent conversation, I am pleased to quote you on the following:

- 6 - Legacy Starting Platform w/o Anchor
- 8 - Competitor Racing Lane Lines
- 1 - Lane Line Storage Reel
- 1 - 12-24' HD Pro Outer Lock Telepole
- 1 - 16-32' HD Pro Outer Lock Telepole
- 1 - Rainbow Leaf Rake
- 2 - Commercial Vacuum Hose 1.5" x 50'
- 1 - Rainbow Pro Vac Commercial Vacuum Head, 29"
- 1 - Rainbow Pro Vac Commercial Vacuum Head, 14"
- 1 - Maintenance Brush – 18" Curved End
- 1 - Electric Commercial Filter Vacuum, .98 THP, 105 Sq Ft Filter Area
- 5 - Kemp Cut-A-Way 54" Rescue Tube
- 1 - Taylor Complete Test Kit
- 60ft - Pool Rope – 3/4" Blue-White Twisted
- 2 - Rope Hooks
- 6 - Rope Floats

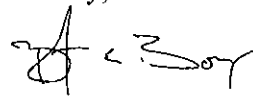
Total Materials\$ 42,909.44*
*plus any additional freight charges

Upon acceptance of this proposal, please sign, date, and return or fax to (717)692-3280.

_____ Date _____
Authorized Signature
Town of Bloomsburg

Should you have any questions, please contact me at (717)439-7665.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent E Boyer". The signature is stylized with a large initial "B" and a long horizontal stroke.

Brent E Boyer