

**PUBLIC WORKS & ENVIRONMENT COMMITTEE MEETING**

**Tuesday, May 7, 2024 10:00 a.m.**

Town Hall or via Zoom

DIAL: +1 646 558 8656 US & INCLUDE THE MEETING ID: 456-920-3798 & PRESS #.

JOIN ONLINE AT: <https://us02web.zoom.us/j/4569203798>.

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

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

**Citizens to be heard.**

- 1.) Approval of the 2024 Community Development Block Grant (CDBG) Project Recommendations- Jamie Shrawder.
- 2.) Approval of the Professional & Administrative Services Agreement with SEDA-COG for Federal Fiscal Year 2024 CDBG Program.
- 3.) Discussion of the tennis light proposal from the Bloomsburg School District. Note: L. Dooley invited school representatives to the meeting on 5/3/2024.
  - a. Any motion.
  - b. Prior motion at Council on 2/26/2024. List the lights as a bid alternate to see what the costs are.
- 4.) Approval of the meeting minutes from the April 2, 2024 meeting.
- 5.) Approval of the quote from Harrell Automatic Sprinkler Co. Inc. in the amount of \$2,178.
- 6.) Discussion of the crosswalk area at 5<sup>th</sup> and Jefferson Streets- Nicholas McGaw.
  - a. Review of the approved PennDOT pedestrian sign. Any motion to purchase. Cost can be up to \$425.  
<https://www.trafficsignsandsafety.com/shop/product/r1-6-reboundable-in-street-pedestrian-crossing/532>
  - b. Center and Main Street, Iron and Main Street and Jefferson and Market Street- Justin Hummel.
- 7.) Discussion of limiting the number of patrons that can use a pavilion at a time. Any motion.
  - a. Discussion of placing a flat fee for work involved for not cleaning up the pavilion rental.
- 8.) Approval of moving forward with Quote 3 & 4 up to the amount of \$21,480 (two other quotes pending). Note: this is 100% covered with DEP grant.
- 9.) Approval of street light poles and a pool lift on Municibid- John Fritz.
  - a. Sunbury Community Pool- pool lift \$2,500.
- 10.) Approval of payment to BE Equipment, Inc. in the amount of \$2,682 for the recycling bailer.

- 11.) Update on a grant application to assist with the grass lot off of Market Street- Charles Fritz.
  - a. Approval of the \$100 application fee.
- 12.) Discussion of placing additional lights in Town if Council wishes. A motion for the extra allocation is needed. Financial note: if the purpose of LED replacement lights were to help lower the financial burden, we are now adding additional lights. Excluding solar project impact. Note: current electricity usage was factored for that project by Rettew.
- 13.) Review of the monthly reports:
  - a. Airport
  - b. Compost
  - c. Recycling
- 14.) Discussion of purchasing starting blocks for at the pool.
- 15.) Update on the bucket truck- Mobile Lifts- \$5,177.23- John Fritz.
- 16.) Update on the disc golf course- John Fritz. Note: Kyle Bauman coordinated with Jason Welliver to assist in the beginning of March 2024.
- 17.) Old business: basketball hoop to relocate. Note: at the last meeting the Committee wanted to visit the pool and see it in person. Any motion.

**Next meeting: June 4, 2024.**

## Lisa Dooley

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**From:** Shrawder, Jamie <jshrawder@seda-cog.org>  
**Sent:** Thursday, April 25, 2024 10:56 AM  
**To:** Lisa Dooley  
**Subject:** RE: Project recommendations

Here are recommendations for Committee. I will zoom in.

Estimate	\$247,819.00
Admin	\$36,900.00
	\$210,919.00
E Pine	\$70,306.33
W Pine	\$70,306.33
Pine	\$70,306.34

Allocation will be split three ways after \$36,900 admin is subtracted once we get actual allocations. Admin number will not change based on allocation amount.

Jamie Shrawder  
Project Coordinator  
Community Services Division  
SEDA-Council of Governments  
201 Furnace Road  
Lewisburg, Pennsylvania 17837  
(570) 524-4491 x 7263 phone  
(570) 524-9190 fax  
[www.seda-cog.org](http://www.seda-cog.org) | [jshrawder@seda-cog.org](mailto:jshrawder@seda-cog.org)



**SEDA-COG...Building Strong Economies & Strong Communities**

**From:** Lisa Dooley <lidooley@bloomsburgpa.org>  
**Sent:** Thursday, April 25, 2024 10:51 AM  
**To:** Shrawder, Jamie <jshrawder@seda-cog.org>  
**Subject:** Project recommendations

Jamie,

Do you need anything on the May 7 the Committee meeting?

I see project recommendations listed on the full agenda.

**Lisa M. Dooley**  
Town Manager/ Secretary/ Treasurer



## PROFESSIONAL & ADMINISTRATIVE SERVICES AGREEMENT

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By & Between

Town of Bloomsburg, COSTARS Member Number 1433, hereinafter referred to as  
TOWN, with its principal place of business at 301 East Second Street, Bloomsburg, PA 17815,

And

SEDA-Council of Governments, hereinafter referred to as SEDA-COG, with its principal  
place of business at 201 Furnace Road, Lewisburg, PA 17837,

WITNESSETH THAT:

WHEREAS, TOWN will receive an annual Community Development Block Grant (CDBG)  
from the US Department of Housing and Urban Development (HUD); and

WHEREAS, TOWN desires SEDA-COG to provide a portion of the professional and  
administrative services required by the Grant; and

WHEREAS, HUD allows a portion of the grant to be used for planning and administration;  
and

WHEREAS, SEDA-COG has the required expertise and desires to provide these services;  
and

WHEREAS, SEDA-COG is considered a contractor based on the regulation, 2 CFR 200.331;  
and

WHEREAS, SEDA-COG has a standing ITQ (4400007410) for the provision of "Technical  
Assistance – Federal Grant and Loan Program" with the PA Department of General Services (DGS)  
and is an approved COSTARS provider under Contract Number 4400014141, satisfying the  
procurement requirements of the CDBG program; and

WHEREAS, SEDA-COG exists under the Intergovernmental Cooperation Act to serve its  
member communities of which Bloomsburg is one:

NOW, THEREFORE, and in consideration of the foregoing premises and the mutual  
promises hereinafter set forth, the parties hereto agree, with the intention of being legally bound  
hereby:

### I. SERVICES

SEDA-COG agrees to provide to TOWN the services hereinafter described or  
administration of the FFY 2024 CDBG Program:

- |    |  |         |
|----|--|---------|
| A. | <u>Preparation of the 5-year Consolidated Plan</u> (FFY 2022 through 2026). This comprehensive document serves as the overarching blueprint for the TOWN and is the result of months of data collection, community meetings, public meetings, and outreach. There will be two future installments of \$7,000, totaling \$21,000 for this plan. | \$7,000 |
| B. | <u>Preparation of the Annual Action Plan</u> defining TOWN priorities and projects selected for implementation and funding.  | \$4,000 |
| C. | <u>Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER)</u> . This annual report is required by HUD to review TOWN's performance and progress toward the goals of the Consolidated Plan.   | \$5,200 |
| D. | <u>Development of the Citizen Participation Plan and Implementation Process</u> , including hearings, notices, and follow-up.  | \$3,000 |
| E. | <u>Management of Existing Policies and Plans</u> to meet the HUD criteria.   | \$1,600 |
| F. | <u>Affirmatively Furthering Fair Housing</u> . Plan development, implementation per HUD mandate, facilitation with Request for Proposals associated with undertaking Analysis of Impediments.  | \$5,800 |
| G. | <u>Evaluation of Proposed Activities</u> to qualify for federal financial assistance including assessment of eligibility and fundability including any required budget modifications and/or plan amendments.   | \$1,000 |
| H. | <u>Financial and Grant Management</u> includes operations of the HUD Integrated Disbursement and Information System (IDIS) creating activities and reporting impacts, as well as developing and maintaining the SEDA-COG Access database and filing system. This system will support the TOWN's financial management system.                   | \$1,750 |
| I. | <u>Compliance Performance Review</u> will be undertaken, on site, by HUD. SEDA-COG shall participate, assist, and provide follow-up responses.   | \$2,550 |
| J. | <u>Provide Technical Assistance</u> in connection with the implementation and management of activities for compliance with applicable regulations.   | \$1,750 |
| K. | <u>Provide Advice and Assistance</u> in pursuit of other project funds.  | \$1,750 |
| L. | <u>Provide Activity Management</u> assisting engineers and contractors in performance of duties related to the TOWN CDBG program.  | \$1,500 |
| M. | <u>Environmental Reviews</u> including 8 step Flood Plain Reviews, shall be completed at a cost of \$4,000, charged to the specific activity line item as a delivery cost, except that Environmental Exemptions shall be completed at no cost.   |         |

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

## II. COOPERATION AND ABANDONMENT

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

## III. INDEMNIFICATION

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

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

## IV. PERIOD OF SERVICE

SEDA-COG services shall commence effective January 1, 2024 and continue through the full expenditure of TOWN's FFY 2024 federal CDBG funds, but not beyond December 29, 2031.

## V. COMPENSATION

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

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

VI. RECORDS

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

VII. NON-DISCRIMINATION

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

VIII. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. SEDA-COG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity national origin, or age. SEDA-COG shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SEDA-COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause, as included in Attachment A, hereto attached.
- B. SEDA-COG shall, in all solicitations or advertisements for employees placed by or on behalf of SEDA-COG, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age.
- C. SEDA-COG shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. SEDA-COG shall furnish all information and reports required by TOWN and HUD, and will permit access to all books, records, and accounts by TOWN or HUD for the purposes of investigation to ascertain compliance with the requirements set forth in this clause.
- E. In the event of SEDA-COG's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and TOWN may

be declared ineligible for further government contracts or federally assisted contracts, and such other sanctions may be imposed, and remedies invoked, or as otherwise provided by law.

- F. SEDA-COG shall include paragraphs A through E of this section in every subcontract or purchase order funded with CDBG funds so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as TOWN or the HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance.

IX. PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

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

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

X. TERMINATION FOR BREACH OF AGREEMENT

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



XI. MISCELLANEOUS

- A. This Agreement supersedes all other agreements or understandings between the parties with regard to the program described herein. It is based upon a proposal previously submitted to TOWN by SEDA-COG, accepted by TOWN as evidenced by signature hereof. Said proposal is herein incorporated by reference.
- B. Any amendments, deletions, additions, substitutions, or cancellations of this Agreement shall be in writing and signed by both parties.
- C. In carrying out this Agreement, both parties agree to comply with all federal, state, and local laws, regulations, and executive orders.
- D. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
- E. In the event that any audit of the program is required by any agency of government, the parties hereto agree to allow duly authorized examiners full access to and the right to examine any pertinent books, papers, documents, and records within their custody or control.
- F. The invalidity of any one or more of the phrases, clauses, sentences, or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement.

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

ATTEST:

**TOWN OF BLOOMSBURG**

\_\_\_\_\_

\_\_\_\_\_  
Justin Hummel, Mayor

ATTEST:

**SEDA-COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Rosemary Orner, Executive Assistant

\_\_\_\_\_  
Kim Wheeler, AICP, Executive Director

**ATTACHMENT A**  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee agrees:

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

that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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

**Lisa Dooley**

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**From:** Stephanie Kessler <skessler@bloomsd.k12.pa.us>  
**Sent:** Tuesday, April 16, 2024 3:35 PM  
**To:** Lisa Dooley  
**Cc:** Marianne Kreisher; Joshua Klingerman; Jonathan Cleaver; David Marsiglio  
**Subject:** Tennis Court Proposal

Hi, Lisa.

At last night's meeting, our school board approved the following motion regarding the town's tennis courts:

Approval, at the recommendation of the Buildings, Grounds, and Athletics Committee, to offer to the Town of Bloomsburg \$3,000 per school year to use its tennis courts for tennis practice and games each fall and spring for a 10-year period, per the following terms:

- The district will pay the full amount of \$30,000 upon completion of the tennis court project.
- Lights are to be included in the project.
- The district will have exclusive use of the tennis courts for practice and matches in the fall and spring seasons.
- The district will provide the town with tennis practice and match schedules and communicate any changes to those schedules as necessary.

Please share this proposal with Council and let us know if you have any questions.

Thank You,  
 Steph

**Stephanie Kessler** *(she/ her/ hers)*  
**Operations Director**  
 Bloomsburg Area School District  
 728 E 5<sup>th</sup> St  
 Bloomsburg, PA 17815  
 Phone: 570-784-5000

You must be the change you wish to see in the world. -- attributed to Mahatma Gandhi

**\*Privileged and Confidential:** This information, including attachments, is for the exclusive use of the addressee and may contain proprietary, confidential and/or privileged information. If you are not the recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you are not the intended recipient, please notify the sender immediately and destroy this communication.

**Public Works & Environmental Committee Minutes**  
**Tuesday, April 2, 2024, 10:00 a.m.**

The meeting was called to order at 10:00 a.m. in attendance were Council members James Garman, Nick McGaw, Jessica Jordan (Zoom), Town Manager/Secretary/Treasurer Lisa Dooley, Director of Public Works John Fritz, Director of Code Enforcement Mike Reffeor (Zoom), Airport Coordinator BJ Teichman, Director of Governmental Services Charles Fritz and Administrative Assistant Christine Meeker (Zoom). Also attending were MJ Mahon, Jamie Shrawder, Dawn Moore, Drew Barton, and Jane & Brian Bercher.

Jamie Shrawder opened the first public hearing for the 2024 CDBG program at 10:02 a.m. Ms. Shrawder explained all the regulatory requirements for the program. Hearing no public comments, the meeting closed at 10:12 a.m.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee approved the minutes from the March 5, 2024 meeting.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve payment to SEDA-COG in the amount of \$5,150 for Federal Fiscal Year (FFY) 2022 HUD Entitlement Program.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee recommends Council approve payment to SEDA-COG in the amount of \$10,119 for Federal Fiscal Year (FFY) 2022 HUD Entitlement Program.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve payment to SEDA-COG in the amount of \$1,340 for Federal Fiscal Year (FFY) 2019-CV HUD Entitlement Program.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee recommends Council approve a quote from Abbey Road Control, Inc. in the amount of \$9,514.80 for traffic control for the 2024 Bloomsburg Fair Event.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee recommends Council approve a quote from Rayno for dock repair at the Bloomsburg Recycling Center in the amount of \$4,250.45.

On a motion by N. McGaw, seconded by J. Jordan, and voted on unanimously, the Committee recommends Council approve a quote from Rayno for overhead door reinforcement at the Bloomsburg Recycling Center in the amount of \$2,200.

The Committee discussed the grass parking lot off Market Street near the baseball fields. J. Fritz recommends that the lot remain closed this year to allow the grass to re-establish.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee recommends Council approve a quote in the amount of \$1,150 for a 10 X 10 test location in the bathhouse floors.

The Committee discussed summer grass mowing and the possibility of hiring an outside firm. J. Fritz reported that he has not received any quotes for the service. The Committee is not interested in having outside firms entertained.

The Committee discussed painting crosswalks on Ft. McClure and the BART in the area of John Berger Campgrounds. J. Fritz will proceed with painting these walkways.

The Committee discussed 6<sup>th</sup> and Jefferson Streets intersection. Along with Fetterman and Lightstreet Road.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee recommends Council approve placing a Public Works truck on Municibid and retain one truck for further use.

The Committee discussed the placement of mile markers along the BART. J. Fritz will investigate the cost and report back.

The Pool Coordinator requested the basketball net at the pool be moved. J. Fritz voiced concern with cutting a hole in the new decking. The Committee would like to see the basketball net in person before making a decision.

On a motion N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee recommends Council approve the purchase of a projector in the amount of \$850 for the airport conference room.

L. Dooley provided an update on the solar project, tennis and basketball court project and the boat launch. J. Fritz reported the roof on the old hanger building at the airport needs replacement. L. Dooley will investigate the possibility of including the hanger building in the solar project and getting the roof replaced with grant funds. The location of the pickle ball court has been moved to the Streater field area. C. Fritz is working on funding sources for the project. The roof replacement on the park pavilions will be included in the DCNR grant and the pickle ball court may be funded with American Rescue Funds.

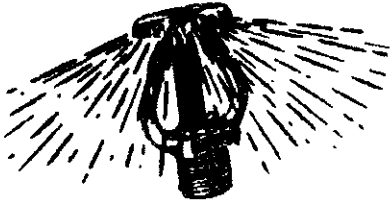
The draft alcohol ordinance is still at legal. L. Dooley reached out to the town's insurance carrier for an opinion on alcohol at the pool. Brian Bercher president of the Town Park Improvement Association reported that the Park Association is not in favor of allowing alcohol at the park.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee recommends the removal of the Town Park, Town Pool, Dog Park, Streater Field and the Skate Park as areas in the ordinance that would allow alcohol.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee recommends moving the Town Park ordinance on the Council for action.

On a motion by N. McGaw, seconded by J. Garman, and voted on unanimously, the Committee adjourned the meeting at 11:52 a.m.

Notes taken by Christine Meeker and reviewed by Lisa Dooley.



## Harrell Automatic Sprinkler Co., Inc.

SECOND & FAIR STREETS ■ P.O. BOX M, MIFFLINVILLE, PA ■ 18631

(570) 759-0161 / FAX No. (570) 759-2556

### FIRE PROTECTION SYSTEMS

SALES ■ SERVICE ■ INSTALLATION

May 3, 2024

Attention: Charles Fritz  
Bloomsburg, Recycling Center  
Bloomsburg, PA

RE: 5 YEAR INSPECTION

Dear Charles,

As per your request, I am pleased to submit to you a quotation in the amount of TWO THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS (\$2,178.00) to conduct the following services relating to a 5 year inspection, of the (2) existing dry sprinkler fire protection systems at your facility:

- Replace all gauges
- Internal valve inspection
- Internal pipe inspection for foreign material
- Includes lift

The above quotation does not include any repairs or flushing of bay lines / stringer lines, if required, as a result of this inspection.

Work to be performed during regular working hours Monday through Friday,  
7:00 AM – 3:30 PM.

Please note the quotation price may be subject to change after thirty (30) days.

We would appreciate the opportunity to work with you on this project.

If you have any questions, please do not hesitate to call our office.

Respectfully,

Scott W. Hargraves

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



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## TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the provision of any goods or services related to fire protection and/or alarm systems of any type previously or hereinafter provided ("Fire Protection Services"), except for monitoring services provided pursuant to a separate monitoring agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates. The effective date of this Agreement is the earlier of the date that this Agreement is signed by Customer or that Cintas provides Fire Protection Services to Customer ("Effective Date").
2. **Subcontracting and Agency for Third-Party Contracting.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer further understands and acknowledges that to the extent Customer's Systems utilize proprietary or specialized elements or technologies, it may be necessary to contract with certain third parties who possess the necessary proprietary or specialized certifications, technologies, or equipment required to perform or complete the installation, repair, testing, inspection, or maintenance of these Systems requested by Customer ("Specialized Work"). Such third parties may include (but are not limited to) Johnson Controls or Siemens. Customer understands that the terms of such third-party agreements may include terms different from those included in this Agreement with Cintas, including (but not limited to) terms relating to defense, indemnification, limitation of liability, disclaimer of warranties, and insurance. Customer acknowledges and agrees that Cintas will not subcontract such Specialized Work but instead enter into such third-party agreements on the Customer's behalf. Customer irrevocably appoints Cintas as its agent for the limited purpose of entering into agreements on Customer's behalf (and not on behalf of Cintas) with such third parties for the performance of this Specialized Work on Customer's Systems and understands that Customer will thereby be bound by all terms contained in such third-party agreement. Customer irrevocably appoints Cintas as its agent to communicate with such third parties concerning all matters related to this Agreement. Customer further acknowledges and agrees that Cintas shall be a third-party beneficiary of such third-party agreement and that Cintas will enjoy the same benefit of the terms of such third-party agreement as the third party; provided, however, that if this Agreement between Customer and Company provides Company greater protection, Customer agrees that Company will be entitled to the greater protection provided by this Agreement. Finally, Customer understands and agrees that this limited agency does not render Cintas a fiduciary with respect to Customer, that Cintas offers no (and hereby expressly disclaims any) warranties or representations of any type with respect to such Specialized Work, and that Cintas is not otherwise responsible for the quality or performance of any such Specialized Work.
3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
4. **Term; Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees to pay the current prices in effect at the time of service for any service(s) performed.
5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.
6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to, (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.

7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer authorized labor and parts necessary to perform such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in which the technician was not permitted or was unable to access at the time of service.
9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond and/or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular time frame for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.
10. **Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.
11. **Credit Checks, Payment Terms, Late Charges, Credit, and Progress Billing.** Customer authorizes Cintas to obtain credit information to determine payment terms for this agreement. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.
12. **Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.
13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.
14. **Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.
15. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**
16. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. **CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND**

- WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT. IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.**
17. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.
18. **LIMITATION OF CINTAS'S LIABILITY.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES.** Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.
19. **Prior Agreements With Others.** Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach or infringe upon any contract with or obligation to any other person or party. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
20. **Prevailing Wage/Living Wage.** Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.
21. **Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
22. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
23. **Notice of Claim.** Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to evaluate the claim and/or inspect the Premises and/or Systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.
24. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. **CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction

and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

25. **LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.**
26. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
27. **Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
28. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
29. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
30. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
31. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
32. **Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.
33. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement.
34. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer and/or its agent(s) subsequent to the execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
35. **Electronic Signatures; Customer's Acceptance by Allowing Performance.** The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

Quoted for Cintas Fire Protection By:		Accepted for Customer / Purchaser By:	
Cintas Rep Name / Title		Customer Name / Title	
Signature:		Signature:	Date:
Cintas Rep E-Mail and Cell Phone			
Cintas GM Approval:			
This Agreement not for use for Monitoring Services.			

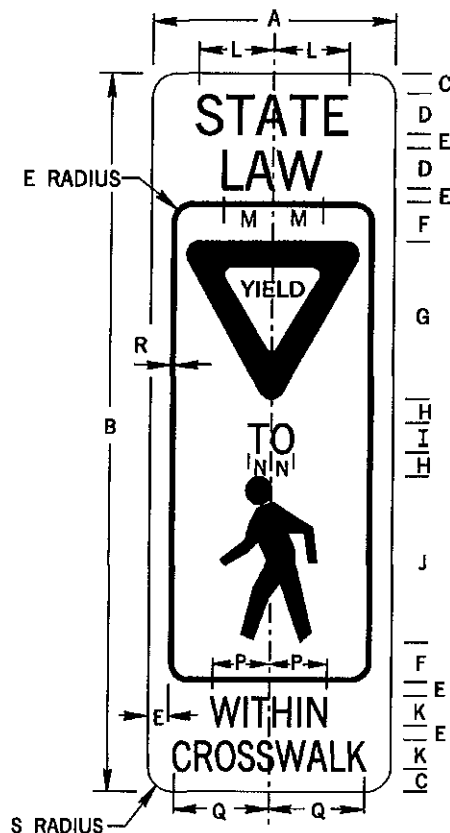
6A

# R1-6

## IN-STREET PEDESTRIAN CROSSING SIGN

(a) Justification. The In-Street Pedestrian Crossing Sign (R1-6) is authorized for use on the face of a Yield to Pedestrian Channelizing Device which may be positioned on the centerline of low-speed roadways in a marked unsignalized crosswalk to remind drivers that they must legally yield the right of way to pedestrians in the crosswalk. The Yield to Pedestrian Device shall satisfy national breakaway requirements and the Department's specification, and be of a type approved by the Department and listed in Bulletin 15.

(b) Placement. When used, the R1-6 sign /Yield to Pedestrian Device shall be placed in the roadway at the crosswalk location on the center line, on a lane line, or on a median island. It should not be positioned on roadways with a speed limit greater than 35 mph or with a clear roadway width of less than 20 feet. In addition, it should not be used at locations where it will adversely affect the turning radius of motor vehicles.



DIMENSIONS - IN																
SIGN SIZE A x B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S
12" x 36"	1	2D	0.75	2	7.8	1.2	1.5D	8.2	1.5C	3.7	2.5	1.1	2.8	4.7	0.25	1.5

### COLOR:

YIELD SYMBOL AND THE YIELD LEGEND:

RED (REFLECTORIZED)

OTHER LEGEND, SYMBOL AND INTERNAL BORDER:

BLACK (NON-REFLECTORIZED)

BACKGROUND:

OUTSIDE OF BORDER:

FLUORESCENT YELLOW-

GREEN (REFLECTORIZED)

INSIDE OF BORDER:

WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : Sen C. Rone Date : 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

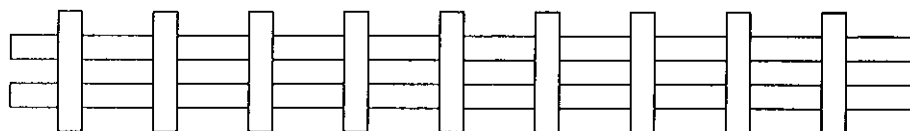
# Suburban Fence LLC

537 Montour Boulevard

Bloomsburg, Pa 17815

Phone: 570-784-3091

Fax 570-784-5299



April 30, 2024

Bloomsburg Recycling Center  
901 Patterson Dr.  
Bloomsburg, PA 17815

Quote 1:

Main Front Left Gate:

Install 25' DD pipe gate using 4" SS40 posts with manual latch.

\$2,860.00

Quote 2:

Main Front Left Gate:

Install 25' DD pipe gate using 4" SS40 posts to include automatic operator with safety loops in pavement and switch that can be operated from building.

\*All power from building to be supplied by customer.

\$10,850.00

Quote 3:

Back Gate:

Install exit only automatic gate barrier for 26' opening. Barrier operator to include battery backup, safety loops in pavement and to be operated from building.

\*Customer to supply all wiring from building.

\$18,200.00

Quote 4:

Front Right Gate:

Install 38' opening DD pipe gate using 4" SS40 posts with manual latch.

\$3,280.00

Daniel J. Conner - Owner  
Suburban Fence LLC

**B E Equipment, Inc.****Service Invoice**

PO Box 139  
1775 Wentz Road  
Quakertown, PA 18951  
Phone: 215.536.0700

Date	4/15/2024	Page	1/1
Invoice Number IS00017984			
Document No. JB00023944			

Bill To	TOWN OF BLOOMSBURG 301 EAST SECOND STREET BLOOMSBURG, PA 17815 Attn: Accounts Payable	Site	BLOOMSBURG RECYCLING 901 PATTERSON DRIVE BLOOMSBURG, PA 17815
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Customer PO	Customer No.	Site Number	BEE Service #	Terms	Due Date
1111	102753	102753-001	032624B	Net 30 Days	5/15/2024

Code / Description	Qty	Unit Cost	UOM	Extended
001810 (000770 - EXCEL EX62 BALER) Serial Number [EX2169] •LABOR BALER SERVICE: 04-08-2024 Per Attached Service Orders 2 Technicians Dispatched  RECEIVED APR 23 2024 04.426.00.5379	1.00	2,682.00	EA	2,682.00

Tax Summary	
STPA	0.00
STNJ	0.00

Services	2,682.00
Items	0.00
S/Total	2,682.00
Less Discount	0.00
Less Cover	0.00
Plus Excl. Tax	0.00
Less Payment	0.00
Total Due (USD)	2,682.00

**M/C, AMEX, VISA accepted**  
*Subject To Certain Restrictions*

Airport Monthly Summary  
April 2024

		Inches	Gallons	Clock Gauge	Stick Gauge
A	Beginning 1 April	48.25	2523.4	X	
	25-Apr	28	1,216.40	X	
	25-Apr	75.375	4,222.80	X	
	Ending 30-Apr	67	3,736.30	X	
B	Local Fuel Sold	1,426.00			
	Transient Fuel Sold	338.20			
	<b>Total Gallons Sold</b>	<b>1,764.20</b>	Matches April invoicing		
C.	Courtesy Car	Rose Maries			
	Courtesy Car	Rose Maries			
	Courtesy Car	Diner			
	Gallons Fuel Purchased	26.5			
			<b>Operations</b>		
D	<b>April Flight Activity</b>	Logged, not related to fuel		46	
	Many are night ops	Military	Helicopters	10	
		Helicopters	Training	30	
		Training		1,500	
		Training		400	
		From Fuel Log		100	
			Sub total	2086	
E	Anticipated # of operations missed in 1 month			150	
			Subtotal	2236	
F	<b>Columbia Aircraft Services</b>			20	
	There are likely more for CAS in this category			60	
			<b>TOTAL</b>	<b>2316</b>	<b>Operations</b>
G	<b>Conference Rm:</b>				
H.	Ken Miley	14-Mar	Ck 104	50	
	Ken Miley	4-Apr	Ck 104	50	
	Ken Miley	5-Apr	Ck 109	50	
	Ken Miley	16-Apr	Ck 109	50	
	Diversified Technology	11-Apr	Ck 16270	100.00	
	Diversified Technology	25-Apr	Ck 16270	50	
			<b>Total</b>	<b>350</b>	

*bp*



# BLOOMSBURG COMPOST SITE

	3-Apr	6-Apr	10-Apr	13-Apr	17-Apr	20-Apr	24-Apr	27-Apr	TOTAL
BLOOMSBURG	1	34	26	35	51	68	59	67	341
SCOTT TWP	1	29	33	18	42	59	28	40	250
CATAWISSA							1		1
HEMLOCK TWP				1	2		2	2	7
MAIN TWP	1	4		2		2	1		10
SOUTH CENTRE		1		1					2
MONTOUR TWP					1	1			2
DANVILLE		1		1		2	1		5
RIVERSIDE		1		1					2
ELYSBURG		1	1		1				3
CONTRACTOR	1						7	3	11
DAILY TOTALS	4	71	60	59	97	132	99	112	634

**Notes:**

4/3 all day rain  
4/6 cloudy and windy 50degrees  
4/10 mostly cloudy  
4/13 chilly, cloudy and windy  
4/17 - sunny 60 degrees  
4/20 - partly cloudy some sun  
4/24 - partly sunny  
4/27 - cool & cloudy rain after 1pm

**BLOOMSBURG RECYCLING CENTER**  
**MONTHLY SUMMARIES**  
**APRIL 2024**

I.	<b><u>COLLECTIONS:</u></b>	<b><u>Tons</u></b>
	A. Bloomsburg Curbside	13.48
	B. Commercial Collections	225.70
	C. Center Drop-Off's	76.27
	D. Cluster Collections	0.32

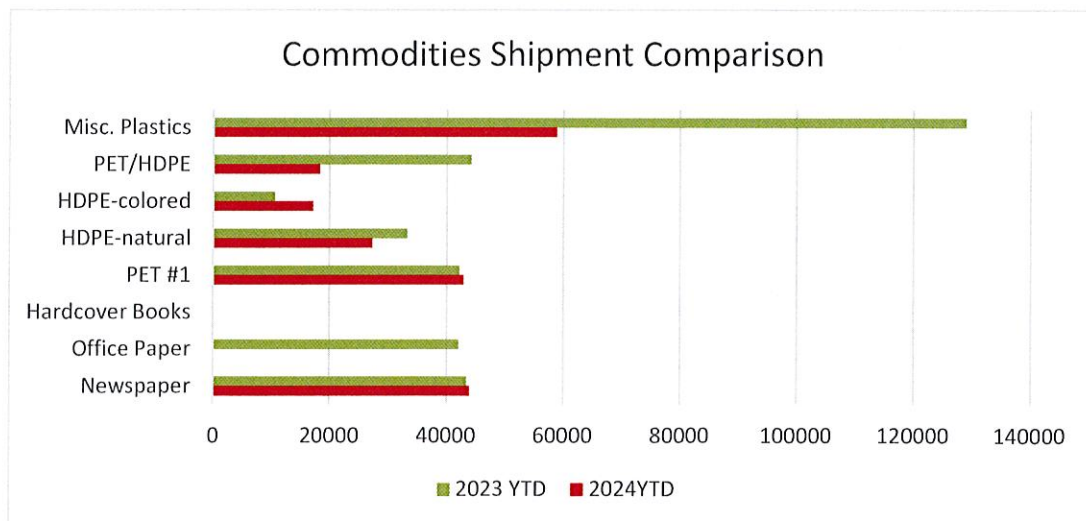
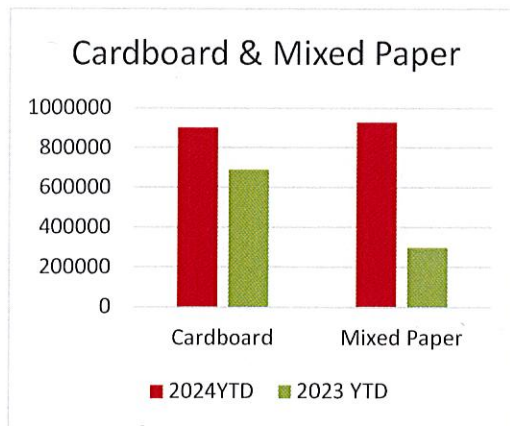
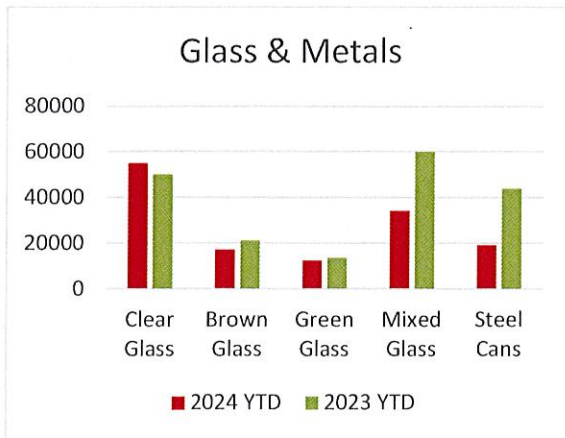
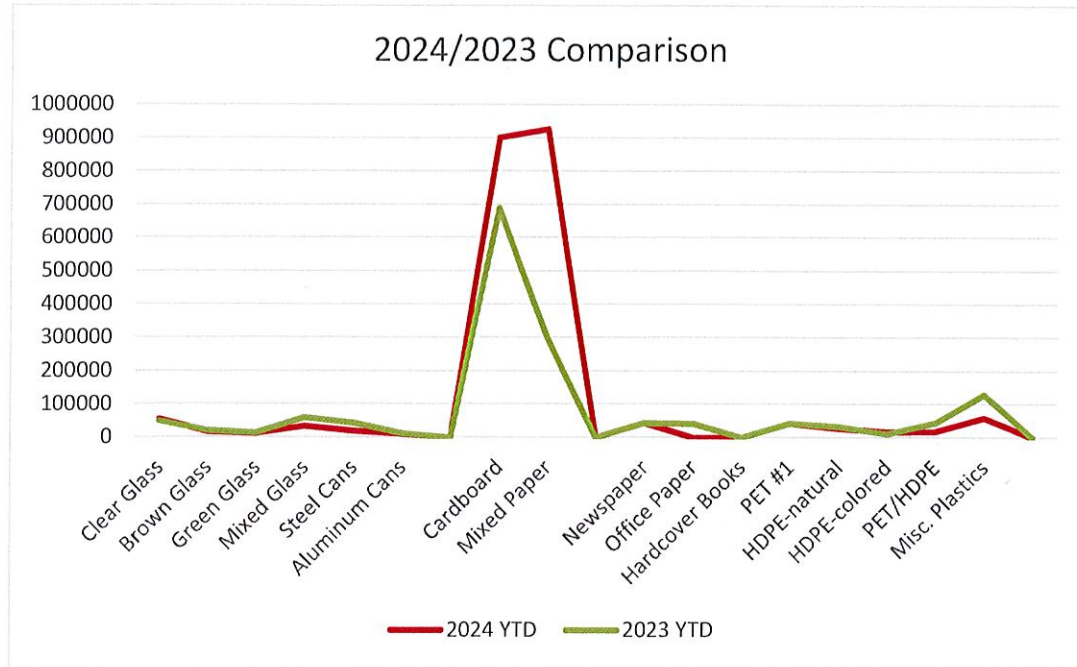
MONTHLY TOTAL	<u><u>315.77</u></u>
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II.	<b><u>SHIPMENTS:</u></b>	2024 YTD	2023 YTD	APR
		<hr/>		
	Clear Glass	54885	50120	0
	Brown Glass	17195	21230	0
	Green Glass	12425	13605	0
	Mixed Glass	34030	60005	0
	Steel Cans	19070	43870	0
	Aluminum Cans	10355	11460	0
		2024YTD	2023 YTD	
	Cardboard	900535	689570	299370
	Mixed Paper	926550	299045	213015
		2024YTD	2023 YTD	
	Newspaper	44025	43525	0
	Office Paper	0	42115	0
	Hardcover Books	0	0	0
	PET #1	43010	42325	0
	HDPE-natural	27275	33310	27275
	HDPE-colored	17115	10595	17115
	PET/HDPE	18315	44250	0
	Misc. Plastics	58930	129050	0
	TOTAL POUNDS	2183715	1534075	556775
	TOTAL TONNAGE	<u><u>1091.86</u></u>	<u><u>767.04</u></u>	<u><u>278.39</u></u>

# BLOOMSBURG RECYCLING CENTER

## MONTHLY SUMMARIES

### APRIL 2024



## Lisa Dooley

---

**From:** McWilliams, Michael P. <mmcwilliam@pa.gov>  
**Sent:** Friday, May 03, 2024 1:43 PM  
**To:** Lisa Dooley  
**Subject:** RE: [External] Plastic foldable pedestrian crossing signs  
**Attachments:** R1-6.pdf

Lisa,  
Here is the info.

When YTPCDs are in place, PUB 236 must be followed when using Pedestrian Channelizing Devices (R1-6):

- Shall be placed on the centerline of a low-speed roadway in a marked unsignalized crosswalk.
- Shall not be positioned on a roadway with a speed limit greater than 35 mph or with a clear roadway width of less than 20 feet.
- Shall not be used in locations where it will adversely affect the turning radius of motor vehicles.
- Are to be placed on roadway centerlines within 50 feet of crosswalks to remind all users that they are to obey State law and yield to pedestrians in those crosswalks.

If you need anything further on this let me know and I will see what I can find out.

**Michael P. McWilliams, P.E.** | Senior Civil Engineer Manager (CMM)  
PA Department of Transportation  
District 3-1/3-3 | Columbia/Montour Counties  
45 Lungert Drive | Bloomsburg, PA 17815  
Phone: 570.387.4250 | Fax: 570.387.4700  
[mmcwilliam@pa.gov](mailto:mmcwilliam@pa.gov)

[www.penndot.gov](http://www.penndot.gov)

### **CONNECT WITH PENNDOT**

[Facebook](#) | [Twitter](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#)

**From:** Lisa Dooley <lidooley@bloomsburgpa.org>  
**Sent:** Friday, May 3, 2024 1:22 PM  
**To:** Scott Price <sprice@bloomsburgpa.org>; John Fritz <jfritz@bloomsburgpa.org>  
**Cc:** McWilliams, Michael P. <mmcwilliam@pa.gov>; Dave Bowman <dbowman@bloomsburgpa.org>; Michael Fosse <mfosse@bloomsburgpa.org>; Lewis Carl <lcarl@bloomsburgpa.org>; Bonnie Crawford <bcrawford@bloomsburgpa.org>; Jaclyn Kressler <jkressler@bloomsburgpa.org>; James Garman <jgarman@bloomsburgpa.org>; Jessica Jordan <jjordan@bloomsburgpa.org>; Justin Hummel <jhummel@bloomsburgpa.org>; Nicholas McGaw <nmcgaw@bloomsburgpa.org>; Toni Bell <tbell@bloomsburgpa.org>  
**Subject:** [External] Plastic foldable pedestrian crossing signs

**ATTENTION:** This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).

Good afternoon,

Mr. Michael McWilliams, the County Maintenance Manager for District 3 PennDOT called me back and the plastic foldable pedestrian signs cannot be used on PennDOT roads. There is a pedestrian crossing sign that has been crash tested and is allowable on PennDOT roads. It has a rubber base and if hit, it snaps over. Mr. McWilliams will send the specifics on it and we can list on for Committee if Council wishes to purchase. Thanks everyone.

-Lisa

**Lisa M. Dooley**

Town Manager/ Secretary/ Treasurer



**E-mail:** [ldooley@bloomsburgpa.org](mailto:ldooley@bloomsburgpa.org)

**Mobile:** (570) 993-4045 **Office:** (570) 784-7123 Ext. 123 **Fax:** (570) 317-2003

**Website:** [www.bloomsburgpa.org](http://www.bloomsburgpa.org) **Address:** 301 E. 2<sup>nd</sup> Street, Bloomsburg, PA 17815