

**ADMINISTRATIVE FINANCE COMMITTEE MEETING**

**Wednesday, October 4, 2023 10:00 a.m.**

Council Chambers or Teleconference (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: Personnel, Worker's Compensation, Pension, Insurance's, Training, Appointments to Boards/Commissions, Policies, Hiring of Administrative Staff, Monthly Finance Reports, Budgeting, Capital Improvements, Pension, Contribution Requests – Fiscal Recommendations, UDAG.

Committee Members: Justin Hummel (Chair), Toni Bell, Bonnie Crawford and Vince DeMelfi.

**Executive session at 10 a.m. with Buchanan Ingersoll & Rooney PC regarding Civil Case No. 4:20-cv-02090 in which no settlement paperwork has been signed as of yet.**

**Citizens to be heard:**

1. Approval of the meeting minutes from the September 6, 2023 meeting.
2. Approval of the 2024 MMO's for both police and non- police pension.
3. Approval to end the probationary period of Officer Tori Fitzwater effective 10/3/2023.
4. Approval of having a second legal firm engaged in Town matters.
5. Approval of the 2024 meetings.
  - a. Setting Technology Committee objective: Purpose is to review Town website, bill payment, online forms, parking, technology integration, resident registration, text service, goal for useful and ease for residents.
  - b. Do we need to budget for new services as listed above?
    - i. Resident registration portal was discussed prior but declined due to costs as provided by Diversified Solutions.
6. Approval of the list of September vendors.
7. Review of the September 13, 2023 Safety Committee minutes.
8. Review of the 2023 financials through 09/29/2023.
9. Review of the specific revenue from 2019-2023.

10. Review of the American Rescue Plan grant spending.
11. Review of the quote regarding Flock Safety- Chief Price.
12. Review and approval of the 2024 Norris E. Rock Memorial Pool rates.
  - a. Any discount that Council wishes to advertise prior to the season?
  - b. Concession stand rate?
  - c. Eliminating water aerobics?
  - d. Adding a pool usage fee?
  - e. Discussion of the 2024 concession stand rate.
  - f. Discussion of entertaining a partnership with the Bloomsburg YMCA for a water safety class that would be free for the public to attend. Colleen Tarantino discussed that a usage fee would need to be set and the Town needing to send all invoices/ expenses to the Bloomsburg YMCA for reimbursement through the grant.
  - g. Approval of having pool staff participate in the 2023 Parade of Lights and distributing out free daily passes for the 2024 pool season.
13. Vacancies-
  - (1) Code Appeal Board. Term expires 12/31/2025. Hearing time varies when occasion arises.
  - (2) Code Appeal Board Alternates. Terms expires 12/31/2025. Hearing time varies when occasion arises.
  - (1) Zoning Hearing Board Alternate. Term expires 12/31/2024.

**Executive Session- Police personnel update.**

**Next meeting: November 8, 2023.**

**Administrative/Finance Committee Minutes**  
**Wednesday, September 6, 2023, 10:00 a.m.**

The meeting was called to order at 10:00 a.m., present were Council Members Justin Hummel, Bonnie Crawford, Toni Bell, Vince DeMelfi (10:03 a.m.), Jim Garman, Town Manager/Secretary/Treasurer Lisa Dooley, Director of Finance Kim Pogash (10:32 a.m.), Administrative/ Finance Receptionist Rachel Hager (10:32 a.m.), Director of Code Enforcement Mike Reffeor, Director of Public Works John Fritz, Airport Coordinator BJ Teichman, and Administrative Assistant Christine Meeker. Also present were MJ Mahon and Alex Dubil.

Alex Dubil was present to voice his concern with the patching of asphalt on 5<sup>th</sup> Street near Milco given the current Veolia project. Also, he would like to see new crosswalks painted running parallel to East Second Street on Railroad Street.

Vince DeMelfi discussed his concerns with being transparent to the public. V. DeMelfi's concerns were specifically regarding the T. Lanzafame lawsuit and why the Town wasn't disclosing any figure to the public. L. Dooley updated the Committee that no settlement paperwork has been signed by either party at this time. V. DeMelfi also brought up that the pool transactions should have been more public throughout the construction period. L. Dooley advised V. DeMelfi that all year-to-date expenses and combined construction expenses for the pool are listed on the agenda for the meeting today.

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, the Committee approved the meeting minutes from the July 12, 2023 meeting with no corrections or additions.

On a motion by B. Crawford, seconded by T. Bell, and voted on unanimously, the Committee approved the meeting minutes from the August 2, 2023 meeting with no corrections or additions.

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, the Committee approved the list of July vendors.

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, the Committee approved the list of August vendors.

On a motion by B. Crawford, seconded by T. Bell, and voted on unanimously, the Committee recommends Council approve the list of August bills.

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, the Committee approved a budget amendment for the Fire Department on \$16,000 from uniforms to small equipment.

The Committee reviewed the July and August Safety Committee meeting minutes along with the 2023 financials through August 28, 2023. No action needed.

The Committee reviewed specific revenue from 2019-2023.

The Committee reviewed the American Rescue Plan grant spending. No action needed.

L. Dooley provided information on the pool project. There remains a list of items that are outstanding for Premier to complete yet. There are still some outstanding invoices waiting to be paid as of yet.

L. Dooley outlined a proposed solar project for Town buildings. This would include solar panels on the Recycling Center and the Public Works bay building. L. Dooley mentioned that C. Fritz had been inspired to do this project as early as 10 years ago but the amount of years to break even and the cost up front did not align. J. Hummel suggested researching the potential impact of glare on approaching planes at the airport. The Committee recommends Council proceed with investigating this proposal.

The Committee discussed the 2023 Mayor Committees. J. Hummel recommended two Council meetings a month yet at the normal scheduled time. The rest of the Committee members agreed. J. Hummel is electing to consolidate the Community & Economic Development Committee with the Public Safety Committee in order to form a new Committee: Technology.

The Committee discussed the solar panel expense for the 5<sup>th</sup> Street speed display signs. On a motion by B. Crawford, seconded by T. Bell, and voted on unanimously on approving a quote from All Traffic Solutions in the amount of \$1,474.54 for solar functionality for the speed display signs for 5<sup>th</sup> Street.

L. Dooley announced the various vacancies that are on the Boards and Committees.

On a motion by T. Bell, seconded by B. Crawford, and voted on unanimously, the meeting adjourned at 11:35 a.m.


Notes taken by C. Meeker and reviewed by L. Dooley.

**Municipality: Town of Bloomsburg**  
**Plan: Police Pension Plan**

**Municipality's Minimum Municipal Obligation for 2024**

1. Estimated 2023 W-2 Wages of Active Members	\$	1,173,669
2. Normal Cost Rate (from 2023 valuation)		15.5555%
3. Administrative Expense Rate (from 2023 valuation)		2.5425%
4. Normal Cost for 2024: (1) x (2)	\$	182,570
5. Estimated Administrative Expense for 2024: (1) x (3)	\$	29,841
6. Amortization Requirement for 2024 (from 2023 valuation)	\$	341,440
7. Plan's 2024 Financial Requirements: (4) + (5) + (6)	\$	553,851
8. Estimated 2024 Member Contributions	\$	61,618
9. Funding Adjustment for 2024 (from 2023 valuation)	\$	-
10. Minimum Municipal Obligation for 2024: (7) - (8) - (9)	\$	492,233
11. 2024 Estimated State Aid (a restricted revenue receipt)	\$	165,774
12. Municipality's Estimated Minimum Contribution Requirement for 2024: (10) - (11)	\$	326,459
13. Delinquent MMO with interest	\$	-
14. Estimated Town Contribution for 2024:	\$	326,459

Note: Municipality's actual contribution requirement for 2024 will be equal to line 10 less the actual amount of 2024 State Aid deposited in the pension fund.

Prepared by:   
 Kristopher Seets, FSA, EA, MAAA – Approved Actuary  
 Korn Ferry

Date: September 19, 2023

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Reviewed by: \_\_\_\_\_  
 - Chief Administrative Officer

Submitted to: \_\_\_\_\_  
 (Municipality's governing body)


Date: \_\_\_\_\_

**Municipality: Town of Bloomsburg**  
**Plan: Employees Pension Plan**

**Municipality's Minimum Municipal Obligation for 2024**

1. Estimated 2023 W-2 Wages of Active Members	\$	1,608,012
2. Normal Cost Rate (from 2023 valuation)		8.1439%
3. Administrative Expense Rate (from 2023 valuation)		2.0061%
4. Normal Cost for 2024: (1) x (2)	\$	130,955
5. Estimated Administrative Expense for 2024: (1) x (3)	\$	32,258
6. Amortization Requirement for 2024 (from 2023 valuation)	\$	195,161
7. Plan's 2024 Financial Requirements: (4) + (5) + (6)	\$	358,374
8. Estimated 2024 Member Contributions	\$	-
9. Funding Adjustment for 2024 (from 2023 valuation)	\$	-
10. Minimum Municipal Obligation for 2024: (7) - (8) - (9)	\$	358,374
11. 2024 Estimated State Aid (a restricted revenue receipt)	\$	155,414
12. Municipality's Estimated Minimum Contribution Requirement for 2024: (10) - (11)	\$	202,960
13. Delinquent MMO with interest	\$	-
14. Estimated Town Contribution for 2024:	\$	202,960

Note: Municipality's actual contribution requirement for 2024 will be equal to line 10 less the actual amount of 2024 State Aid deposited in the pension fund.

Prepared by:   
Kristopher Seets, FSA, EA, MAAA – Approved Actuary  
Korn Ferry

Date: September 19, 2023

\*\*\*\*\*

Reviewed by: \_\_\_\_\_  
- Chief Administrative Officer

Submitted to: \_\_\_\_\_  
(Municipality's governing body)

Date: \_\_\_\_\_

August 14, 2023

VIA EMAIL – ldooley@bloomsburgpa.org

The Town of Bloomsburg  
Attn: Lisa M. Dooley  
301 E. 2<sup>nd</sup> Street  
Bloomsburg, PA 17815

Re: **SOLICITOR PROPOSAL**

Dear Ms. Dooley:

Thank you for the opportunity to present this proposal, and I appreciate your time last Tuesday to discuss the same.

I am writing on behalf of McNerney, Page, Vanderlin & Hall in response to your request for qualifications (RFQ) regarding the Town's Solicitor position.

This proposal is being presented on behalf of:

McNerney, Page, Vanderlin & Hall  
433 Market Street  
Williamsport, PA 17701  
Phone: 570-326-6555  
Facsimile: 570-326-3170

This proposal has been prepared by the undersigned, Jonathan L. DeWald, Esquire, email address of [jdewald@mpvhlaw.com](mailto:jdewald@mpvhlaw.com). Jon DeWald would be the principal professional assigned to the Town of Bloomsburg.

The fee proposal for 2023 is to bill the Town of Bloomsburg at McNerney, Page's standard public sector rate of \$175.00 per hour for general representation. The public sector paralegal rate is \$125.00 per hour and we utilize paralegals to reduce costs whenever appropriate. We charge for all travel, time and expenses. Our invoices are sent on the 15<sup>th</sup> day of each month for work done during the preceding month. Our public sector billing rate increased from \$150.00 per hour to \$175.00 per hour on January 1, 2019.

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433 MARKET STREET, WILLIAMSPORT, PA 17701 • 570-326-6555 • MPVHLAW.COM

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THOMAS A. BURKHART • MICHAEL H. COLLINS • JONATHAN L. DEWALD • PETER G. FACEY • BRANDON R. GRIEST  
FRED A. HOLLAND • THOMAS C. MARSHALL • BRITTANY O.L. SMITH • ROBERT B. WAYNE • LEVI I. WOODWARD

Ms. Dooley  
August 14, 2023  
Page 2

McNerney, Page is the firm best qualified to provide the services requested by the Town of Bloomsburg due to our extensive experience serving as solicitors for municipal authorities, counties, school districts, municipalities and other public sector organizations and entities over many decades.

I, and this firm, have a high degree of knowledge, experience and ability concerning the operation of municipalities, preparation of ordinances, knowledge of government ethics, Right to Know laws and Sunshine laws, knowledge of relevant laws and regulations concerning environmental compliance and enforcement in Pennsylvania at both the federal and state levels, assistance with collection matters regarding delinquent accounts and the Utility Service Tenants Rights Act, knowledge and experience with eminent domain and condemnation proceedings, knowledge and experience with the filing of liens in connection with unpaid accounts, extensive knowledge of public contracts law, experience with the acquisition and disposition of municipal real estate and/or personal property and decades of experience in attendance at board meetings, executive sessions and committee meetings as needed in order to render legal advice on a wide variety of issues which may come before the Town of Bloomsburg.

All of our firm's attorneys are licensed to practice law in the Commonwealth of Pennsylvania and are members in good standing of the Pennsylvania Bar Association along with other local, state and federal law associations.

McNerney, Page consists of ten (10) attorneys and eighteen (18) support staff and includes numerous attorneys, including myself, who specialize in municipal, municipal authority, school, employment, labor, contract and other areas of practice associated with public sector representation.

McNerney, Page has an extensive residential and commercial real estate practice which includes three (3) full-time real estate paralegals, a full-time title abstractor and a full-time lien searcher. This gives us the ability to quickly handle all matters concerning real estate on issues ranging from lien searches to closings. This firm serves as a provider of title insurance for two (2) title insurance companies.

This firm currently serves as solicitors and/or counsel to the following:

- Central Susquehanna Regional System
- Cooper Township
- County Commissioners Association of Pennsylvania
- Lewis Township
- Lycoming-Clinton Joinder Board
- Lycoming County Industrial Development Authority
- Mahoning Township
- McNett Township
- Mifflinburg Borough
- Mildred Fire Company
- Milton Regional Sewer Authority (labor)



Ms. Dooley  
August 14, 2023  
Page 3

- Montgomery Area School District
- Montgomery Borough
- Muncy Borough Municipal Authority
- Muncy Creek Twp. Planning Commission
- Northumberland Borough
- South Williamsport Area School District
- Union County
- Union County Trail Authority
- Watson Township
- Watsontown Borough
- West Branch Drug and Alcohol
- West Branch Regional Council of Governments
- Williamsport Area School District
- Williamsport Municipal Water Authority
- Williamsport Sanitary Authority
- Woodward Township

McNerney, Page has litigated extensively in the state and federal courts, and state and federal appellate courts. I, and the firm, have litigated many issues concerning land rights, use and zoning disputes. We are involved in representing clients in matters concerning the DEP and the EPA. We are pleased to discuss results achieved in particular matters of representation should you so desire. We have a reputation for zealous and effective advocacy on behalf of our clients.

We have experience within Columbia County and the Commonwealth specific to the areas covered by the scope of services required under this RFQ.

Our only office is located at 433 Market Street, Williamsport, Pennsylvania. Neither I nor this firm or any attorney with this firm have been the subject of any professional disciplinary action within the last three (3) years. This firm currently receives many municipal and professional publications, including Pennsylvania Borough News, Pennsylvania State Association of Boroughs, Pennsylvania Municipal Planning Education Institute, Pennsylvania Township News, The Pennsylvania Lawyer, The PSBA Bulletin, The ABA Journal and numerous other publications and bulletins relative to our practice areas. The firm has on-line access to unlimited resources through its Lexis/Nexis database subscriptions.

We are not aware of any potential conflicts of interest in representing the Town of Bloomsburg. We do not intend to subcontract out any work associated with representing the Town of Bloomsburg. This firm carries professional liability insurance sufficient to cover any liability associated with solicitor's negligent acts or omissions. This firm's professional liability coverage has a limit of \$5,000,000.00. This firm's general liability insurance coverage has a limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Those persons who will be assigned to the engagement if the firm is selected include myself, Jon DeWald, who will serve as lead solicitor, along with my partner, Thomas C.

Ms. Dooley  
August 14, 2023  
Page 4

Marshall, as needed. Additionally, our associates Brandon Griest and Thomas Burkhardt will assist in handling matters as needed.

We understand the present engagement does not require attendance at monthly meetings. I am currently obligated to attend other municipal meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of the month; however, should the need to attend your meeting arise, we will obtain coverage from another available attorney within our office.

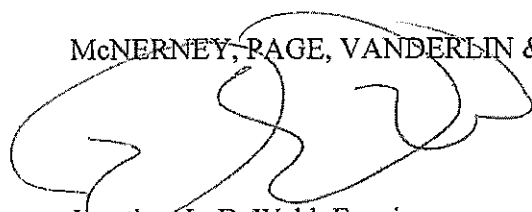
This firm is very well qualified to represent the Town of Bloomsburg. We possess the knowledge, training and experience in order to efficiently and economically deliver high quality legal services to the Town of Bloomsburg. You will find all of our attorneys and supporting staff highly responsive, easy to work with, knowledgeable and thorough.

We welcome the opportunity to interview for this position and invite you to contact the undersigned should you have any additional questions concerning this proposal.

Thank you very much for your kind consideration.

Very truly yours,

McNERNEY, PAGE, VANDERLIN & HALL

A large, stylized handwritten signature in black ink, appearing to read 'Jonathan L. DeWald'.

Jonathan L. DeWald, Esquire  
[jdewald@mpvhlaw.com](mailto:jdewald@mpvhlaw.com)

**\*Town Council 7:00 p.m.:** January 2, January 22, February 12, February 26, March 11, March 25, April 8, April 22, May 13, June 10, June 24, July 15, July 22, August 12, August 26, September 9, October 14, October 28, November 11, December 16.

**\*Administrative/Finance Committee at 10:00 a.m.:** Jan. 10, Feb. 7, March 6, April 3, May 8, June 5, July 10, Aug. 7, Sept. 4, Oct. 2, Nov. 6, Dec. 4.

**\*Community & Economic Development / Public Safety Committee at 10:00 a.m.:** Jan 30, Feb. 27, Mar. 26, April 30, May 28, June 25, July 30, Aug. 27, Sept 17, Oct. 29, Nov. 26, Dec. 17.

**\*Public Works & Environment Committee at 10:00 a.m.:** Jan. 9, Feb. 6, March 5, April 2, May 7, June 4, July 9, Aug. 6, Sept. 3, Oct. 1, Nov. 5, Dec. 3.

**\*Historic Architectural Review Board at 5:30 p.m.:** Jan. 9, Feb. 6, March 5, April 2, May 7, June 4, July 9, Aug. 6, Sept. 3, Oct. 1, Nov. 5, Dec. 3.

**\*Planning Commission at 6:00 p.m.:** Jan. 18, Feb. 15, March 21, April 18, May 16, June 20, July 18, Aug. 15, Sept. 19, Oct. 17, Nov. 21, Dec. 19.

**\*Shade Tree Commission 3:00 p.m.:** Jan. 18, Feb. 15, March 21, April 18, May 16, June 20, July 18, Aug. 15, Sept. 19, Oct. 17, Nov. 21, Dec. 19.

**\*Zoning Hearing Board 6:00 p.m.:** Jan. 11, Feb. 8, March 14, April 11, May 9, June 13, July 11, Aug. 8, Sept. 12, Oct. 10, Nov. 14, Dec. 12.

**\*Airport Task Force 6 p.m. via Zoom only:** Feb. 7, May 1, Aug. 7, Nov. 6.

**\*Human Relations Commission 6:00 p.m. via Zoom only:** February 1, May 2, August 1, November 7.

**\*Technology Committee at 10:00 a.m.:** Jan. 17, Feb. 21, Mar. 20, April 17, May 15, June 19, July 17, Aug. 21, Sept. 18, Oct. 16, Nov. 20, Dec. 18.

**\*Civil Service Commission at 11:00 a.m.:** Feb. 5<sup>th</sup>.

Town of Bloomsburg  
List of Vendors- September 2023

Vendor	Address	Description of Payable	Amount
Mitchell Knorr Contracting	7295 Old Berwick Road, Bloomsburg, PA 17815	Recreational Trail-DPW	\$ 286,017.97
Honeysuckle Student Holdings	999 S Shady Grover Rd, Suite 600 Memphis, TN 38120	Student Fee Reimbursement of overpayment-Codes	\$ 3,914.00
Christine C. Meeker	111 Welliver Drive, Bloomsburg, PA 17815	Retiree Healthcare - 4th Quarter Payment-Admin	\$ 508.70
Two Guys Pizza	4361 N. Front Street, Harrisburg, PA 17110	Police Training Meal-Police	\$ 30.53
Zachary T Daily	14 Park Place, Bloomsburg, PA 17815	Reimbursement for an overpayment of a Ticket-Police	\$ 4.09
Michael Rudacille	2950 Anthonyway, Dover, PA 17315	Reimbursement for an overpayment of a Ticket-Police	\$ 40.00

**Safety Committee Meeting Minutes**  
**Wednesday, September 13, 2023 @ 9:00 a.m.**  
**Town Hall**

The meeting was called to order by C. Fritz at 9:00 a.m. In attendance were members: Director of Governmental Services/Recycling Coordinator Charlie Fritz, Director of Code Enforcement Mike Reffeor, Town Hall Rachel Hager, Recycling Dept. Michelle Hartzell, Public Works Kyle Hoffman and Tracy Kishbaugh- Police Town Hall. Members absent: Police Dept. Ken Auchter and Code Enforcement Greg Ash and Airport Coordinator BJ Teichman.

On a motion by T. Kishbaugh, seconded by K. Hoffman, and voted unanimously, the Committee approved the August 23, 2023 minutes.

C. Fritz provided handouts to the members such as the PATHS Insect Stings and quote of the month, "Safety by Choice Not by Chance" to be posted and distributed to all departments.

It was noted that two employees one in Public Works and one in Recycling were stung by bees today. A Recycling employee was stung previously as well this year.

Reminder to all departments to check your medicine cabinets for needed refills and possibly adding Benadryl for bee stings. Let Rachel know of any items that needs ordering.

C. Fritz noted there were no Workers Comp or Liability claims.

The Safety Committee conducted annual building inspections.

**TOWN HALL**

**1<sup>ST</sup> FLOOR** - The doorway sill exit at the breakroom is heaved and making the door difficult to close.  
 Patch painting area needed outside of the tax office.  
 Main entrance doorway has not been latching properly.  
 The thumb latch on the front door should be replaced with a key lock. All publicly accessible doorways should be checked for thumb latches to be changed out.  
 Emergency exit for Parking office. There is no second exit. Would like a door or access to the front storage room which leads to the front exit in case of an emergency.  
 There has been a large uptick in verbal abuse on the parking staff this year.

**3<sup>RD</sup> FLOOR** - There is a dip in the hallway floor.  
 Loose carpeting in the copy room.  
 Several windows are painted shut and will not open on all floors at Town Hall.

**OUTSIDE** - Trash and debris in the basement stairwell.  
 Large gaps in the sidewalk in the front of the building need caulking.  
 Rust on front rails bases should be treated.  
 Window sills on the Lightstreet road side need repaired.

**POLICE DEPT**

In Interview room 2 the clear plastic file holder is loose  
 The plastic corners in the men's bathroom need repaired

In Interview room 4 the table has a side panel that needs reattached.

**PUBLIC WORKS** - no safety findings.

**AIRPORT** - no safety findings.

**RECYCLING CENTER**

There is ponding of water where the employees park.

The wall between the commercial drop off area and the processing room needs repaired and an interior buffer wall built.

The exit light near the commercial drop off area needs repaired.

The emergency exit light near the office needs a new battery.

The front bay door where the public enters the drop off area needs new supports.

**NEXT MEETING**

October 11, 2023, 10:00 a.m. Town Hall

8-1

## Administrative

29-Sep-23

## Town of Bloomsburg

Administrative: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Revenue				
01-301-00-4190	Real Estate Tax- Discount	(\$33,203.00)	(\$34,546.06)	\$1,343.06
01-301-00-4191	Real Estate Tax- Penalty	\$9,639.00	\$2,613.08	\$7,025.92
01-301-00-4301	Real Estate Taxes- CY	\$1,913,588.00	\$1,814,626.25	\$98,961.75
01-301-00-4304	Real Estate Taxes- Delinquent	\$115,000.00	\$42,810.14	\$72,189.86
01-301-00-4306	Real Estate Tax- Interim Levy	\$8,569.00	\$350.55	\$8,218.45
01-301-00-4808	Other Beginning Balance- GF	\$6,876.00	\$0.00	\$6,876.00
01-310-00-4100	Per Capita Taxes- CY	\$0.00	\$0.00	\$0.00
01-310-00-4101	Per Capita Taxes- Prior Years	\$0.00	\$0.00	\$0.00
01-310-00-4102	Real Estate Transfer Tax	\$175,000.00	\$149,710.86	\$25,289.14
01-310-00-4103	Earned Income Tax- CY	\$875,000.00	\$652,381.24	\$222,618.76
01-310-00-4104	Earned Income Tax- Prior Years	\$0.00	\$147.25	(\$147.25)
01-310-00-4106	Amusement Tax	\$250,000.00	\$5,705.14	\$244,294.86
01-310-00-4107	Mechanical Device Tax	\$7,000.00	\$3,737.61	\$3,262.39
01-310-00-4108	Gross Receipts Tax	\$480,000.00	\$383,371.79	\$96,628.21
01-310-00-4109	Local Services Tax	\$310,000.00	\$204,469.82	\$105,530.18
01-310-00-4196	Per Capita Tax- CY Penalty	\$0.00	\$0.00	\$0.00
01-321-00-4280	Cable Television Franchise	\$50,000.00	\$26,694.81	\$23,305.19
01-341-00-4062	Interest on Sixth Street Escro	\$0.00	\$0.00	\$0.00
01-341-00-4200	Interest on Temporary Investme	\$30,000.00	\$141,414.02	(\$111,414.02)
01-351-00-4516	American Rescue Plan	\$3,065,000.00	\$1,351.00	\$3,063,649.00
01-354-00-4553	PEMA - Hazard Mitigation Grant	\$0.00	\$0.00	\$0.00
01-354-00-4959	ARLE: Route 11 & Park Street	\$100,000.00	\$0.00	\$100,000.00
01-354-00-4960	ARLE- Ped. Countdown State	\$100,000.00	\$0.00	\$100,000.00
01-354-00-4961	ARLE: 5th & Market Streets	\$100,000.00	\$0.00	\$100,000.00
01-354-00-4973	USDA RPIC (Grower Greener0	\$0.00	\$0.00	\$0.00
01-354-00-4975	USDA- \$500,000- PINE Lots	\$0.00	\$0.00	\$0.00
01-354-00-4980	DCNR- BART	\$0.00	\$325,000.00	(\$325,000.00)
01-355-00-4555	Public Utility Realty Tax	\$4,500.00	\$0.00	\$4,500.00
01-355-00-4558	State Pension Aid Grant	\$139,121.00	\$0.00	\$139,121.00
01-359-00-4590	Payment in Lieu of Taxes	\$49,000.00	\$50,817.43	(\$1,817.43)
01-372-00-4952	PNC 1%	\$5,000.00	\$5,126.09	(\$126.09)
01-380-00-4802	Other Revenue - Admin	\$3,000.00	\$1,992.57	\$1,007.43
01-380-00-4803	Insurance Proceeds	\$0.00	\$468.00	(\$468.00)
01-380-00-4813	Cell Tower Revenue	\$12,000.00	\$12,000.00	\$0.00
01-387-00-4955	Rev.- Admin. Health Cont.	\$3,456.00	\$2,139.03	\$1,316.97
01-392-00-4004	Transfer from Recycling Fund	\$26,000.00	\$26,000.00	\$0.00
01-392-00-4019	Transfer from FY 11 CDBG Grant	\$0.00	\$0.00	\$0.00
01-392-00-4023	Transfer from Col Child Dev	\$15,000.00	\$15,000.00	\$0.00
01-392-00-4035	Transfer from Liquid Fuels Acc	\$60,000.00	\$30,660.61	\$29,339.39
Subtotal Revenue:		\$7,879,546.00	\$3,864,041.23	\$4,015,504.77
Expense				
01-400-00-5100	Prior Year Expense	\$0.00	\$0.00	\$0.00
01-400-00-5110	Elected Officials	\$30,000.00	\$22,499.82	\$7,500.18
01-400-00-5120	Wages - Salaried Employees	\$162,265.00	\$96,954.38	\$65,310.62
01-400-00-5140	Wages- Full Time Employees	\$55,817.00	\$43,282.72	\$12,534.28
01-400-00-5142	Wages - Part Time Employees	\$28,686.00	\$19,675.05	\$9,010.95
01-400-00-5143	Workers Compensation	\$803.00	\$41.07	\$761.93
01-400-00-5155	Paychex Fees	\$12,500.00	\$11,439.51	\$1,060.49

8-2

# Administrative

29-Sep-23

# Town of Bloomsburg

Administrative: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
01-400-00-5156	Health Insurance	\$51,133.00	\$31,451.10	\$19,681.90
01-400-00-5157	Medical	\$2,800.00	\$602.00	\$2,198.00
01-400-00-5158	Life and Disability Insurance	\$621.00	\$319.32	\$301.68
01-400-00-5161	Social Security	\$21,173.00	\$14,681.05	\$6,491.95
01-400-00-5182	Longevity	\$1,150.00	\$820.00	\$330.00
01-400-00-5183	Overtime	\$0.00	\$48.30	(\$48.30)
01-400-00-5189	Vacation	\$3,120.00	\$0.00	\$3,120.00
01-400-00-5210	Office Supplies	\$3,000.00	\$1,491.66	\$1,508.35
01-400-00-5311	Auditing Services	\$35,000.00	\$30,000.00	\$5,000.00
01-400-00-5314	Legal Services	\$25,000.00	\$13,678.60	\$11,321.40
01-400-00-5318	Codes Analysis - General Code	\$7,500.00	\$3,200.00	\$4,300.00
01-400-00-5319	Legal Services - 2022	\$0.00	\$0.00	\$0.00
01-400-00-5320	Communications Expense	\$20,000.00	\$11,749.67	\$8,250.33
01-400-00-5325	Postage	\$6,000.00	\$1,440.49	\$4,559.51
01-400-00-5340	Advertising and Printing	\$4,000.00	\$3,460.54	\$539.46
01-400-00-5370	Maintenance and Repair	\$2,500.00	\$2,853.74	(\$353.74)
01-400-00-5420	Dues and Subscriptions	\$9,000.00	\$3,524.79	\$5,475.21
01-400-00-5460	Training	\$1,000.00	\$240.00	\$760.00
01-400-00-5461	Training- Council	\$500.00	\$0.00	\$500.00
01-400-00-5470	General Expense	\$5,000.00	\$12,591.23	(\$7,591.23)
01-400-00-5471	Parade of Lights	\$0.00	\$0.00	\$0.00
01-400-00-5473	DBI - Miller Avenue	\$0.00	\$48,587.67	(\$48,587.67)
01-433-00-5972	ARLE: 5th & Market Streets	\$100,000.00	\$1,422.43	\$98,577.57
01-433-00-5973	ARLE: Route 11 & Park Street	\$100,000.00	\$16,972.69	\$83,027.31
01-433-00-5974	ARLE- Pedestrian Countdown	\$100,000.00	\$15,960.84	\$84,039.16
01-433-00-5975	American Rescue Plan	\$3,000,000.00	\$477,307.42	\$2,522,692.58
01-433-00-5988	Parking Lots Pine/E.Pine/W. Pi	\$0.00	\$204,553.90	(\$204,553.90)
01-433-00-5989	USDA- \$500,000- PINE Lots	\$0.00	\$520,338.68	(\$520,338.68)
01-454-00-5614	DCNR- BART \$750,000	\$0.00	\$572,570.97	(\$572,570.97)
01-483-00-5830	Contribution to Employee Retir	\$316,721.00	\$0.00	\$316,721.00
01-486-00-5352	Insurance	\$93,012.00	\$128,365.27	(\$35,353.27)
01-492-00-5005	Transfer to Swimming Pool	\$29,731.00	\$0.00	\$29,731.00
Subtotal Expenses:		\$4,228,032.00	\$2,312,124.91	\$1,915,907.10

Excess Over / Under:

\$1,551,916.33



**Airport**

29-Sep-23

**Town of Bloomsburg**

Airport: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Revenue				
01-342-00-4200	Airport Interest	\$0.00	\$0.00	\$0.00
01-342-00-4202	Rent- Airport	\$42,840.00	\$32,130.00	\$10,710.00
01-342-00-4203	Lease- Airport Hangar	\$26,280.00	\$24,319.65	\$1,960.35
01-342-00-4204	Aviation Fuel Sales	\$95,000.00	\$98,028.45	(\$3,028.45)
01-342-00-4692	Insurance/Accident Revenue	\$0.00	\$0.00	\$0.00
01-342-00-4802	Other Revenue	\$32,500.00	\$13,222.16	\$19,277.84
01-342-00-4803	Special Events	\$11,700.00	\$700.00	\$11,000.00
01-342-00-4805	Conference Room Rental	\$1,500.00	\$2,425.00	(\$925.00)
01-342-00-5100	Prior Year Revenue	\$0.00	\$0.00	\$0.00
01-387-00-4958	Rev.- Airport Health Cont.	\$962.00	\$714.84	\$247.16
Subtotal Revenue:		\$210,782.00	\$171,540.10	\$39,241.90
Expense				
01-440-00-5100	Prior Year	\$0.00	\$0.00	\$0.00
01-440-00-5140	Wages- Salaried Employees	\$47,643.00	\$33,879.46	\$13,763.54
01-440-00-5143	Workers Comp.	\$1,888.00	\$1,671.89	\$216.11
01-440-00-5156	Health Insurance	\$11,544.00	\$8,753.75	\$2,790.25
01-440-00-5157	Medical	\$898.00	\$407.93	\$490.07
01-440-00-5158	Life & Disability Ins.	\$213.00	\$159.66	\$53.34
01-440-00-5161	Social Security	\$3,793.00	\$2,670.58	\$1,122.42
01-440-00-5182	Longevity	\$1,020.00	\$0.00	\$1,020.00
01-440-00-5189	Vacation	\$917.00	\$0.00	\$917.00
01-440-00-5231	Gas, Oil and Grease	\$200.00	\$69.50	\$130.50
01-440-00-5232	Insurance/Accident Expense	\$0.00	\$0.00	\$0.00
01-440-00-5240	Materials and Supplies	\$1,000.00	\$564.76	\$435.24
01-440-00-5313	Engineering Services	\$0.00	\$6,505.21	(\$6,505.21)
01-440-00-5314	Legal Services	\$1,000.00	\$857.50	\$142.50
01-440-00-5320	Communications Expense	\$2,500.00	\$1,283.54	\$1,216.46
01-440-00-5325	Postage	\$25.00	\$20.19	\$4.81
01-440-00-5352	Insurance	\$6,000.00	\$5,561.00	\$439.00
01-440-00-5360	Utilities	\$5,000.00	\$2,863.35	\$2,136.65
01-440-00-5370	Maintenance and Repair	\$3,200.00	\$48,155.62	(\$44,955.62)
01-440-00-5371	Aviation Fuel	\$83,600.00	\$108,214.85	(\$24,614.85)
01-440-00-5460	Training	\$1,000.00	\$418.30	\$581.70
01-440-00-5470	General Expense	\$2,000.00	\$325.00	\$1,675.00
01-440-00-5471	Special Events	\$0.00	\$500.00	(\$500.00)
01-492-00-5027	Transfer to Airport Expansion	\$0.00	\$0.00	\$0.00
Subtotal Expenses:		\$173,441.00	\$222,882.09	(\$49,441.09)
Excess Over / Under:			(\$51,341.99)	

8-4

## Code Department

29-Sep-23

## Town of Bloomsburg

CodeDept: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Revenue				
01-361-00-4610	Admin Serv/ Building in House	\$1,000.00	\$190.00	\$810.00
01-361-00-4611	Zoning Permits	\$5,000.00	\$12,065.36	(\$7,065.36)
01-361-00-4612	Subdivision and Development Fe	\$500.00	\$635.00	(\$135.00)
01-361-00-4614	Zoning Hearing/ Codes Appeal	\$3,000.00	\$3,305.00	(\$305.00)
01-361-00-4631	Street Vendors/ Food Truck	\$2,000.00	\$2,535.00	(\$535.00)
01-361-00-4677	Floodplain Development Permits	\$1,000.00	\$775.00	\$225.00
01-361-00-4802	Other Revenue / Ins. Proceeds	\$0.00	\$10,000.00	(\$10,000.00)
01-362-00-4312	District Justice Remittances	\$8,000.00	\$5,062.73	\$2,937.27
01-362-00-4622	State Building Fee	\$300.00	\$564.00	(\$264.00)
01-362-00-4623	Inspection Serv- Barry Isett	\$100,000.00	\$113,176.29	(\$13,176.29)
01-362-00-4624	Student Fee (RRU)	\$100,000.00	\$88,801.00	\$11,199.00
01-362-00-4626	Non-Student Fee (NSR)	\$100,000.00	\$52,190.50	\$47,809.50
01-362-00-4627	Third Party- 20%	\$20,000.00	\$16,557.34	\$3,442.66
01-362-00-4628	Demolition Building Permit	\$500.00	\$0.00	\$500.00
01-362-00-4630	Engineering Services	\$5,000.00	\$33,382.58	(\$28,382.58)
01-387-00-4956	Rev.- Codes Health Cont.	\$2,886.00	\$2,283.58	\$602.42
<b>Subtotal Revenue:</b>		<b>\$349,186.00</b>	<b>\$341,523.38</b>	<b>\$7,662.62</b>
Expense				
01-413-00-5112	Salaries- Zoning Hearing Board	\$1,800.00	\$400.00	\$1,400.00
01-413-00-5120	Wages - Salaried Employees	\$108,639.00	\$77,805.09	\$30,833.91
01-413-00-5140	Wages- Full Time Employees	\$39,312.00	\$27,410.62	\$11,901.38
01-413-00-5141	Wages- Seasonal Employees	\$0.00	\$1,600.00	(\$1,600.00)
01-413-00-5142	Wages- Part Time Employees	\$4,800.00	\$2,325.92	\$2,474.08
01-413-00-5143	Workers Compensation	\$765.00	\$5,038.06	(\$4,273.06)
01-413-00-5156	Health Insurance	\$46,127.00	\$36,969.95	\$9,157.05
01-413-00-5157	Medical	\$1,796.00	\$1,579.69	\$216.31
01-413-00-5158	Life and Disability Insurance	\$640.00	\$465.03	\$174.97
01-413-00-5161	Social Security	\$12,212.00	\$9,011.02	\$3,200.98
01-413-00-5162	Unemployment Compensation	\$0.00	\$0.00	\$0.00
01-413-00-5177	Unused Sick Leave	\$0.00	\$0.00	\$0.00
01-413-00-5178	Certifications	\$1,550.00	\$1,232.78	\$317.22
01-413-00-5182	Longevity	\$920.00	\$920.00	\$0.00
01-413-00-5183	Overtime	\$0.00	\$0.00	\$0.00
01-413-00-5189	Vacation	\$1,212.00	\$0.00	\$1,212.00
01-413-00-5231	Gas, Oil and Grease	\$1,000.00	\$539.33	\$460.67
01-413-00-5232	Insurance	\$1,100.00	\$0.00	\$1,100.00
01-413-00-5240	Materials and Supplies	\$4,000.00	\$3.02	\$3,996.98
01-413-00-5310	Cons./ Eng. Serv. Barry Isett	\$100,000.00	\$32,502.17	\$67,497.83
01-413-00-5313	Engineering Services	\$15,000.00	\$3,977.00	\$11,023.00
01-413-00-5314	Legal Services	\$40,000.00	\$71,875.07	(\$31,875.07)
01-413-00-5315	Inspection Services	\$0.00	\$0.00	\$0.00
01-413-00-5318	Stenographer Services	\$4,000.00	\$1,301.00	\$2,699.00
01-413-00-5319	Legal Services-Dev.	\$20,000.00	\$10,011.40	\$9,988.60
01-413-00-5320	Communications Expense	\$7,000.00	\$9,155.84	(\$2,155.84)
01-413-00-5321	Zoning & Ordinance Audit Exp	\$35,000.00	\$0.00	\$35,000.00
01-413-00-5322	Consultant Services	\$0.00	\$5,571.25	(\$5,571.25)
01-413-00-5325	Postage	\$1,000.00	\$500.92	\$499.08
01-413-00-5340	Advertising and Printing	\$4,500.00	\$3,428.66	\$1,071.34

85

**Code Department**

29-Sep-23

**Town of Bloomsburg**

CodeDept: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
01-413-00-5370	Maintenance and Repair	\$1,300.00	\$2,177.72	(\$877.72)
01-413-00-5373	Vehicle Maintenance	\$750.00	\$1,065.12	(\$315.12)
01-413-00-5420	Dues and Subscriptions	\$6,200.00	\$145.00	\$6,055.00
01-413-00-5451	Contracted Services	\$0.00	\$5,395.25	(\$5,395.25)
01-413-00-5460	Training	\$3,000.00	\$20.00	\$2,980.00
01-413-00-5470	General Expense	\$2,500.00	\$770.64	\$1,729.36
01-413-00-5700	Equipment Purchase	\$0.00	\$0.00	\$0.00
Subtotal Expenses:		\$466,123.00	\$313,197.55	\$152,925.46

Excess Over / Under:

\$28,325.84

5-10

**Community Garden**

29-Sep-23

**Town of Bloomsburg**

ComG: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Revenue				
01-367-00-4814	Rev - Community Garden Fees	\$350.00	\$240.00	\$110.00
	<b>Subtotal Revenue:</b>	\$350.00	\$240.00	\$110.00
Expense				
01-459-00-5240	Materials and Supplies	\$0.00	\$0.00	\$0.00
01-459-00-5360	Utilities	\$350.00	\$275.60	\$74.40
	<b>Subtotal Expenses:</b>	\$350.00	\$275.60	\$74.40

\$700.00

8-7

**Emergency Management**

29-Sep-23

**Town of Bloomsburg**

EmergencyMgt: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Expense				
01-415-00-5120	Wages - EMA Coordinator	\$2,500.00	\$2,249.88	\$250.12
01-415-00-5161	Social Security	\$192.00	\$95.63	\$96.37
01-415-00-5320	Communications Expense	\$1,500.00	\$0.00	\$1,500.00
01-415-00-5360	Utilities	\$550.00	\$212.51	\$337.49
01-415-00-5370	Maintenance and Repair	\$1,200.00	\$0.00	\$1,200.00
<b>Subtotal Expenses:</b>		<b>\$5,942.00</b>	<b>\$2,558.02</b>	<b>\$3,383.98</b>

8-8

**Fire Department**

29-Sep-23

**Town of Bloomsburg**

Fire: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Revenue				
01-355-00-4559	State Fire Relief Grant	\$60,000.00	\$62,213.37	(\$2,213.37)
	<b>Subtotal Revenue:</b>	\$60,000.00	\$62,213.37	(\$2,213.37)
Expense				
01-411-00-5540	Contribution to Fire Relief	\$60,000.00	\$62,213.37	(\$2,213.37)
	<b>Subtotal Expenses:</b>	\$60,000.00	\$62,213.37	(\$2,213.37)
	<b>Excess Over / Under:</b>		\$0.00	

8-9

# Human Relations Commission

29-Sep-23

# Town of Bloomsburg

HumRel: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Expense				
01-423-00-5314	Legal Services	\$500.00	\$70.00	\$430.00
01-423-00-5325	Postage	\$25.00	\$0.00	\$25.00
01-423-00-5340	Advertising and Printing	\$1,000.00	\$295.87	\$704.13
01-423-00-5460	Training	\$1,500.00	\$0.00	\$1,500.00
Subtotal Expenses:		\$3,025.00	\$365.87	\$2,659.13
Excess Over / Under:			(\$365.87)	

# Police Department

29-Sep-23

# Town of Bloomsburg

Police: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Revenue				
01-321-00-4219	Other Licenses and Permits	\$500.00	\$350.00	\$150.00
01-331-00-4310	Police Fines	\$10,000.00	\$2,069.87	\$7,930.13
01-331-00-4311	State Police Fines	\$4,000.00	\$2,028.78	\$1,971.22
01-331-00-4312	District Justice Remittances	\$45,000.00	\$32,868.29	\$12,131.71
01-331-00-4314	DUI Center Revenue	\$40,000.00	\$22,536.17	\$17,463.83
01-331-00-4316	Other Revenue	\$0.00	\$15,282.84	(\$15,282.84)
01-331-00-4887	Parking Tickets	\$240,000.00	\$179,534.07	\$60,465.93
01-331-00-4888	Residential Permits	\$16,000.00	\$14,535.00	\$1,465.00
01-331-00-4889	Parking Zone Permits	\$103,430.00	\$86,866.00	\$16,564.00
01-331-00-4692	Accident/Incident Reports/ RTK	\$1,500.00	\$2,070.00	(\$570.00)
01-354-00-4540	Cops In Shops Grant	\$10,000.00	\$2,936.06	\$7,063.94
01-354-00-4542	LCB Special Events Grant	\$0.00	\$0.00	\$0.00
01-354-00-4543	D.U.I. Processing Center Grant	\$0.00	\$0.00	\$0.00
01-354-00-4545	Seat Belt Enforcement Grant	\$5,000.00	\$1,571.64	\$3,428.36
01-354-00-4547	DOJ Vest Grant	\$4,400.00	\$0.00	\$4,400.00
01-354-00-4564	Aggressive Driving Enforcement	\$5,000.00	\$1,146.32	\$3,853.68
01-354-00-4565	Drug Recognition Expert (DRE)	\$1,000.00	\$438.24	\$561.76
01-354-00-4589	Pedestrian Safety Program	\$0.00	\$0.00	\$0.00
01-354-00-4970	RUDD Grant	\$19,405.00	\$0.00	\$19,405.00
01-355-00-4556	State Pension Aid - Police	\$153,513.00	\$0.00	\$153,513.00
01-355-00-4557	Alcoholic Beverage Licenses	\$4,000.00	\$375.00	\$3,625.00
01-357-00-4583	Drug Forfeiture Grant	\$0.00	\$0.00	\$0.00
01-358-00-4583	Bloom School District	\$0.00	\$0.00	\$0.00
01-362-00-4620	Drug Task Force Reimbursement	\$10,000.00	\$6,206.23	\$3,793.77
01-362-00-4621	Records Center Report Fees	\$0.00	\$0.00	\$0.00
01-362-00-4698	School Crossing Guards	\$4,000.00	\$4,653.36	(\$653.36)
01-363-00-4640	Pango App - East Street	\$1,200.00	\$2,062.28	(\$862.28)
01-363-00-4641	Pango App - Iron Street	\$1,300.00	\$1,322.19	(\$22.19)
01-363-00-4642	Pango App - Center Street	\$1,600.00	\$1,754.58	(\$154.58)
01-363-00-4643	Pango App - S. Market Street	\$400.00	\$612.08	(\$212.08)
01-363-00-4644	Pango App - Tri Lot	\$1,700.00	\$2,683.91	(\$983.91)
01-363-00-4645	Pango App - Pine Avenue	\$1,900.00	\$1,918.77	(\$18.77)
01-363-00-4646	Pango App - Pine Ave North	\$3,200.00	\$2,046.87	\$1,153.13
01-363-00-4647	Pango App - Pine Ave South	\$3,500.00	\$3,776.06	(\$276.06)
01-363-00-4648	Pango App - Library Lot	\$1,600.00	\$2,242.79	(\$642.79)
01-363-00-4649	Pango App - W Pine Avenue	\$1,100.00	\$917.95	\$182.05
01-363-00-4650	Pango App - Main Street	\$5,700.00	\$7,756.88	(\$2,056.88)
01-363-00-4651	Pango App -North Market Street	\$1,500.00	\$1,761.25	(\$261.25)
01-363-00-4652	Pango App - E 4th Street	\$75.00	\$66.50	\$8.50
01-363-00-4653	Pango App- 65 E. Pine	\$0.00	\$0.00	\$0.00
01-363-00-4680	Parking Meter- Main Street	\$67,000.00	\$55,011.55	\$11,988.45
01-363-00-4681	Parking Meter- Pine Avenue Lot	\$11,700.00	\$9,132.20	\$2,567.80
01-363-00-4682	Parking Meter- Triangle Lot	\$6,300.00	\$4,864.61	\$1,435.39
01-363-00-4683	Parking Meter- West Lot	\$2,300.00	\$1,003.09	\$1,296.91
01-363-00-4684	Parking Meter- East Lot	\$3,800.00	\$1,813.04	\$1,986.96
01-363-00-4686	Parking Meter- Library Lot	\$2,500.00	\$1,831.11	\$668.89
01-363-00-4687	Parking Meter- East 2nd St	\$2,400.00	\$1,715.51	\$684.49
01-363-00-4688	Pango App - Second Street	\$38,900.00	\$45,824.89	(\$6,924.89)
01-363-00-4689	Parking Meter - East Street	\$7,000.00	\$3,476.30	\$3,523.70



8-11

# Police Department

29-Sep-23

# Town of Bloomsburg

Police: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
01-363-00-4690	Meter Rental	\$5,000.00	\$7,050.00	(\$2,050.00)
01-363-00-4692	Dumpster Fee	\$3,000.00	\$2,650.00	\$350.00
01-363-00-4693	Street Closings/Events	\$5,000.00	\$3,440.00	\$1,560.00
01-363-00-4694	Boot Removal	\$1,100.00	\$2,700.00	(\$1,600.00)
01-380-00-4805	Internet Administrative Fees	\$11,300.00	\$6,692.00	\$4,608.00
01-387-00-4954	Rev.- PD Health Cont.	\$33,393.00	\$23,371.19	\$10,021.81
01-395-00-4700	Workers Comp Rev - Police	\$0.00	\$0.00	\$0.00
01-395-00-4951	Refund Prior Yr Exp-Police	\$0.00	\$0.00	\$0.00
<b>Subtotal Revenue:</b>		<b>\$902,216.00</b>	<b>\$574,965.27</b>	<b>\$327,250.73</b>
<b>Expense</b>				
01-410-00-5120	Wages- Salaried Employees	\$105,000.00	\$74,627.40	\$30,372.60
01-410-00-5122	Salaries- Uniformed Police Off	\$1,307,018.00	\$756,578.96	\$550,439.04
01-410-00-5123	Special Grants- Retro	\$0.00	\$0.00	\$0.00
01-410-00-5140	Wages- Full Time Employees	\$206,115.00	\$222,862.73	(\$16,747.73)
01-410-00-5141	Wages - Part Time Uniformed	\$0.00	\$24,161.13	(\$24,161.13)
01-410-00-5142	Wages - Part Time Employees	\$4,000.00	\$2,318.00	\$1,682.00
01-410-00-5143	Workers Compensation	\$80,230.00	\$56,282.30	\$23,947.70
01-410-00-5156	Health Insurance	\$490,108.00	\$391,048.72	\$99,059.28
01-410-00-5157	Medical	\$16,518.00	\$18,415.50	\$102.50
01-410-00-5158	Life and Disability Insurance	\$7,600.00	\$9,098.56	(\$1,498.56)
01-410-00-5161	Social Security	\$44,348.00	\$29,257.05	\$15,090.95
01-410-00-5177	Unused Sick Leave	\$73,695.00	\$0.00	\$73,695.00
01-410-00-5182	Longevity	\$19,100.00	\$13,700.00	\$5,400.00
01-410-00-5183	Overtime	\$73,500.00	\$59,542.92	\$13,957.08
01-410-00-5184	Shift Differential	\$25,532.00	\$21,952.41	\$3,579.59
01-410-00-5188	Court	\$31,500.00	\$27,838.96	\$3,661.04
01-410-00-5189	Vacation	\$2,020.00	\$0.00	\$2,020.00
01-410-00-5190	Fair/Parade Security	\$16,000.00	\$0.00	\$16,000.00
01-410-00-5191	Field Training Officer	\$0.00	\$515.00	(\$515.00)
01-410-00-5231	Gas, Oil and Grease	\$24,000.00	\$18,792.75	\$5,207.25
01-410-00-5232	Insurance	\$6,000.00	\$2,000.00	\$4,000.00
01-410-00-5238	Uniforms	\$19,000.00	\$9,349.88	\$9,650.12
01-410-00-5240	Materials and Supplies	\$21,500.00	\$11,021.33	\$10,478.67
01-410-00-5243	Police Records Center Program	\$0.00	\$0.00	\$0.00
01-410-00-5314	Legal Services	\$10,000.00	\$2,444.00	\$7,556.00
01-410-00-5320	Communications Expense	\$35,000.00	\$31,638.32	\$3,361.68
01-410-00-5325	Postage	\$3,000.00	\$2,227.54	\$772.46
01-410-00-5340	Advertising and Printing	\$3,000.00	\$3,793.89	(\$793.89)
01-410-00-5352	Insurance Accident Exp.	\$0.00	\$0.00	\$0.00
01-410-00-5361	Utilities	\$9,500.00	\$1,812.86	\$7,687.14
01-410-00-5371	Maintenance- Police Vehicles	\$12,000.00	\$3,131.10	\$8,868.90
01-410-00-5372	Pango Expense	\$10,000.00	\$1,765.75	\$8,234.25
01-410-00-5374	Equipment Maintenance	\$25,000.00	\$13,664.40	\$11,335.60
01-410-00-5376	Tissues- Dish Soap- Brushes	\$50.00	\$0.00	\$50.00
01-410-00-5377	Maintenance- Parking Meters	\$1,000.00	\$401.98	\$598.02
01-410-00-5384	Building Maintenance	\$5,000.00	\$2,336.07	\$2,663.93
01-410-00-5385	Cleaning - Police Building	\$10,250.00	\$2,992.89	\$7,257.11
01-410-00-5386	Cleaning - Parking	\$600.00	\$328.01	\$271.99
01-410-00-5460	Training	\$19,000.00	\$5,059.07	\$13,940.93
01-410-00-5462	Recruiting Expense	\$0.00	\$5,600.00	(\$5,600.00)

**Police Department**

29-Sep-23

**Town of Bloomsburg**

Police: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
01-410-00-5463	Bloom School District	\$0.00	\$428.00	(\$428.00)
01-410-00-5470	General Expense	\$13,000.00	\$22,569.24	(\$9,569.24)
01-410-00-5500	Cops In Shops/DUI Enforcement	\$10,000.00	\$4,030.06	\$5,969.94
01-410-00-5503	Drug Task Force Program	\$10,000.00	\$4,457.64	\$5,542.36
01-410-00-5504	DUI Processing Center	\$40,000.00	\$16,608.45	\$23,391.55
01-410-00-5505	Seat Belt Enforcement Program	\$5,000.00	\$1,197.39	\$3,802.61
01-410-00-5509	Special Event Services	\$0.00	\$6,919.65	(\$6,919.65)
01-410-00-5510	DOJ Grant	\$4,400.00	\$0.00	\$4,400.00
01-410-00-5520	Aggressive Driving Enforcement	\$5,000.00	\$2,962.59	\$2,037.41
01-410-00-5521	Drug Recognition Expert	\$1,000.00	\$438.24	\$561.76
01-410-00-5524	K9 Program	\$9,737.00	\$6,928.25	\$2,808.75
01-410-00-5525	Pedestrian Safety Grant	\$0.00	\$0.00	\$0.00
01-410-00-5526	RUDD Grant	\$19,405.00	\$7,917.15	\$11,487.85
01-410-00-5700	Equipment Purchase	\$1,300.00	\$0.00	\$1,300.00
01-483-00-5831	Contribution to Police Fund	\$430,915.00	\$0.00	\$430,915.00
Subtotal Expenses:		\$3,265,941.00	\$1,899,016.14	\$1,366,924.86
Excess Over / Under:			(\$1,324,050.87)	

## Public Works

29-Sep-23

## Town of Bloomsburg

Public Works: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Revenue				
01-363-00-4636	Other Revenue	\$0.00	\$6,154.00	(\$6,154.00)
01-363-00-4637	Insurance Proceeds Revenue	\$0.00	\$8,617.00	(\$8,617.00)
01-387-00-4957	Rev.- PW Health Cont.	\$17,693.00	\$12,254.61	\$5,438.39
01-387-00-4960	Ambulance Fuel	\$0.00	\$2,100.58	(\$2,100.58)
01-387-00-4962	Scrap- PW	\$0.00	\$241.00	(\$241.00)
<b>Subtotal Revenue:</b>		<b>\$17,693.00</b>	<b>\$29,367.19</b>	<b>(\$11,674.19)</b>
Expense				
01-430-00-5120	Wages - Salaried Employees	\$91,789.00	\$65,311.31	\$26,477.69
01-430-00-5140	Wages- Full Time Employees	\$489,279.00	\$354,471.45	\$134,807.55
01-430-00-5141	Wages- Seasonal Employees	\$9,000.00	\$11,105.00	(\$2,105.00)
01-430-00-5143	Workers Compensation	\$26,814.00	\$20,319.99	\$6,494.01
01-430-00-5156	Health Insurance	\$231,393.00	\$188,839.37	\$42,553.63
01-430-00-5157	Medical	\$10,500.00	\$5,842.85	\$4,657.15
01-430-00-5158	Life and Disability Insurance	\$2,372.00	\$1,524.27	\$847.73
01-430-00-5161	Social Security	\$45,668.00	\$34,888.71	\$10,779.29
01-430-00-5177	Unused Sick Leave	\$3,217.00	\$0.00	\$3,217.00
01-430-00-5182	Longevity	\$7,820.00	\$5,380.00	\$2,440.00
01-430-00-5183	Overtime	\$15,000.00	\$9,307.50	\$5,692.50
01-430-00-5184	Shift Differential	\$0.00	\$58.25	(\$58.25)
01-430-00-5189	Vacation	\$3,687.00	\$0.00	\$3,687.00
01-430-00-5232	Insurance	\$10,000.00	\$0.00	\$10,000.00
01-430-00-5240	Materials & Supplies	\$15,000.00	\$3,063.32	\$11,936.68
01-430-00-5260	Minor Equipment Expense	\$3,500.00	\$173.55	\$3,326.45
01-430-00-5313	Engineering Services	\$38,000.00	\$51,405.42	(\$13,405.42)
01-430-00-5314	Legal Services	\$6,000.00	\$297.50	\$5,702.50
01-430-00-5319	Cleaning	\$1,225.00	\$1,076.64	\$148.36
01-430-00-5320	Communications Expense	\$5,000.00	\$2,367.84	\$2,632.16
01-430-00-5325	Postage	\$100.00	\$89.07	\$10.93
01-430-00-5340	Advertising and Printing	\$1,000.00	\$1,798.05	(\$798.05)
01-430-00-5352	Insurance Accident Exp.	\$0.00	\$16,846.00	(\$16,846.00)
01-430-00-5360	Utilities	\$9,500.00	\$8,090.84	\$1,409.16
01-430-00-5379	Tri Parking Lot	\$0.00	\$1,304.00	(\$1,304.00)
01-430-00-5460	Training	\$500.00	\$0.00	\$500.00
01-430-00-5470	General Expense	\$3,000.00	\$1,207.93	\$1,792.07
01-430-00-5700	Equipment Purchase	\$14,217.00	\$4,824.00	\$9,393.00
01-431-00-5317	Trash Removal	\$3,240.00	\$2,000.00	\$1,240.00
01-433-00-5245	Street Sign Materials	\$3,000.00	(\$1,076.64)	\$4,076.64
01-433-00-5364	Traffic Signal Electrical Cost	\$1,600.00	\$755.75	\$844.25
01-436-00-5610	Storm Sewer	\$2,500.00	\$3,762.18	(\$1,262.18)
01-437-00-5231	Gas, Oil and Grease	\$32,000.00	\$19,602.59	\$12,397.41
01-437-00-5374	Equipment Maintenance	\$25,000.00	\$39,039.04	(\$14,039.04)
01-438-00-5247	Road Materials and Supplies	\$1,000.00	\$384.66	\$615.34
<b>Subtotal Expenses:</b>		<b>\$1,111,921.00</b>	<b>\$854,060.44</b>	<b>\$257,860.56</b>
<b>Excess Over / Under:</b>			<b>(\$824,693.25)</b>	

8-14

# Shade Tree

29-Sep-23

## Town of Bloomsburg

Shade Tree: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Expense				
01-455-00-5261	Replacement Costs	\$2,300.00	\$0.00	\$2,300.00
01-455-00-5314	Legal Services	\$500.00	\$0.00	\$500.00
01-455-00-5325	Postage	\$200.00	\$1.83	\$198.17
01-455-00-5340	Advertising and Printing	\$100.00	\$0.00	\$100.00
01-455-00-5460	Training	\$500.00	\$185.00	\$315.00
01-455-00-5470	General Expense	\$0.00	\$0.00	\$0.00
<b>Subtotal Expenses:</b>		<b>\$3,600.00</b>	<b>\$186.83</b>	<b>\$3,413.17</b>

**Street Excavation**

29-Sep-23

**Town of Bloomsburg**

StreetEx: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Revenue				
01-341-00-4211	Interest on Street Permit Inve	\$750.00	\$12,432.04	(\$11,682.04)
01-363-00-4631	Street Excavation Permits	\$25,000.00	\$39,820.00	(\$14,820.00)
	<b>Subtotal Revenue:</b>	\$25,750.00	\$52,252.04	(\$26,502.04)
Expense				
01-435-00-5246	Street Excavation	\$25,750.00	\$386,664.89	(\$360,914.89)
	<b>Subtotal Expenses:</b>	\$25,750.00	\$386,664.89	(\$360,914.89)
	<b>Excess Over / Under:</b>		<b>(\$334,412.85)</b>	

8-16

# Tax Collection

29-Sep-23

## Town of Bloomsburg

TaxColl: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Expense				
01-403-00-5110	Wages - Tax Collector	\$15,000.00	\$9,000.00	\$6,000.00
01-403-00-5114	Commissions- EIT, OPT and GRT	\$2,750.00	\$0.00	\$2,750.00
01-403-00-5161	Social Security	\$1,148.00	\$688.50	\$459.50
01-403-00-5240	Materials and Supplies	\$2,500.00	\$1,599.52	\$900.48
01-403-00-5314	Legal Services	\$0.00	\$0.00	\$0.00
<b>Subtotal Expenses:</b>		<b>\$21,398.00</b>	<b>\$11,288.02</b>	<b>\$10,109.98</b>

8-17

**Town Park**

29-Sep-23

**Town of Bloomsburg**

Town Park: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Revenue				
01-380-00-4812	Other Revenue - Town Park	\$0.00	\$163.00	(\$163.00)
01-380-00-4818	Fireworks Contribution	\$0.00	\$2,085.00	(\$2,085.00)
01-380-00-4823	Contributions - Dog Park	\$0.00	\$452.11	(\$452.11)
	<b>Subtotal Revenue:</b>	<b>\$0.00</b>	<b>\$2,700.11</b>	<b>(\$2,700.11)</b>
Expense				
01-454-00-5240	Materials and Supplies	\$6,000.00	\$5,535.95	\$464.05
01-454-00-5360	Utilities	\$12,000.00	\$13,085.46	(\$1,085.46)
01-454-00-5370	Maintenance and Repair	\$14,000.00	\$5,612.54	\$8,387.46
01-454-00-5380	Equipment	\$2,000.00	\$0.00	\$2,000.00
01-454-00-5384	Cleaning - Restrooms	\$0.00	\$4,644.76	(\$4,644.76)
01-454-00-5385	Tree Removal	\$10,000.00	\$3,050.00	\$6,950.00
01-454-00-5386	Dog Park	\$0.00	\$841.87	(\$841.87)
01-454-00-5390	Flowers	\$2,500.00	\$1,198.50	\$1,301.50
01-465-00-5544	Fireworks Display	\$5,000.00	\$4,250.00	\$750.00
	<b>Subtotal Expenses:</b>	<b>\$51,500.00</b>	<b>\$38,219.08</b>	<b>\$13,280.92</b>

8-18

**Town Building**

29-Sep-23

**Town of Bloomsburg**

TownBldg: Year ( 2023 ) Period ( 9 )

Ledger ID	Ledger Description	Budget	Year To Date	Difference
<b>(01) Fund 01</b>				
Expense				
01-409-00-4636	Town Hall- Cleaning	\$6,250.00	\$4,584.79	\$1,665.21
01-409-00-5361	Town Hall Utilities	\$10,750.00	\$6,349.56	\$4,400.44
01-409-00-5380	Town Hall Maintenance	\$9,000.00	\$3,268.73	\$5,731.27
01-409-00-5610	Town Hall Improvements	\$2,500.00	\$3,315.00	(\$815.00)
<b>Subtotal Expenses:</b>		<b>\$28,500.00</b>	<b>\$17,518.08</b>	<b>\$10,981.92</b>
<b>Excess Over / Under:</b>			<b>(\$17,518.08)</b>	

<b>Total General Fund Revenues:</b>	<b>\$9,445,523.00</b>	<b>\$298,743.64</b>	<b>\$5,098,842.69</b>	<b>\$4,346,680.31</b>
<b>Total General Fund Expenditures:</b>	<b>\$9,445,523.00</b>	<b>\$1,594,186.73</b>	<b>\$6,120,570.88</b>	<b>\$3,324,952.12</b>
<b>Total General Fund Fund Balance:</b>	<b>\$0.00</b>	<b>(\$1,295,443.09)</b>	<b>(\$1,021,728.19)</b>	<b>\$1,021,728.19</b>



Town of Bloomsburg  
Revenue Comparison 2019, 2020, 2021, 2022, & 2023  
January - September

	2019	2020	2021	2022	2023
Real Estate - General Fund	\$ 1,391,680.17	\$ 1,382,781.48	\$ 1,677,052.50	\$ 1,728,141.89	\$ 1,814,626.25
Discount	\$ (25,204.43)	\$ (23,283.35)	\$ (31,119.92)	\$ (30,055.34)	\$ (34,546.06)
Total	\$ 1,366,475.74	\$ 1,359,498.13	\$ 1,645,932.58	\$ 1,698,086.55	\$ 1,780,080.19
Realty Transfer Tax	\$ 141,447.99	\$ 78,453.71	\$ 79,295.59	\$ 189,710.76	\$ 149,710.86
Amusement Tax	\$ 9,010.47	\$ 3,604.99	\$ 11,744.15	\$ 11,706.14	\$ 5,705.14
EIT	\$ 557,921.97	\$ 565,264.04	\$ 580,194.97	\$ 596,419.24	\$ 652,381.24
LST	\$ 220,726.71	\$ 209,882.40	\$ 190,452.38	\$ 201,039.50	\$ 204,469.82
Gross Receipts	\$ 303,698.85	\$ 274,288.70	\$ 323,593.09	\$ 316,773.83	\$ 383,371.79
<b>POLICE</b>					
Meters:					
Main Street	\$ 69,544.32	\$ 36,328.43	\$ 46,116.92	\$ 41,538.11	\$ 55,011.55
Pine Ave	\$ 13,198.12	\$ 7,214.80	\$ 8,702.31	\$ 7,242.35	\$ 9,132.20
Triangle	\$ 8,287.66	\$ 3,842.69	\$ 5,422.29	\$ 4,940.90	\$ 4,864.61
West Lot	\$ 2,816.28	\$ 915.09	\$ 1,969.26	\$ 1,468.78	\$ 1,003.09
East Lot	\$ 3,425.95	\$ 2,163.54	\$ 4,370.92	\$ 1,966.93	\$ 1,813.04
Library	\$ 2,517.99	\$ 1,725.01	\$ 1,998.58	\$ 1,577.13	\$ 1,831.11
2nd Street	\$ 3,718.09	\$ 4,013.81	\$ 1,869.53	\$ 1,391.49	\$ 1,715.51
East Street	-	\$ 3,323.73	\$ 4,830.79	\$ 5,866.11	\$ 3,476.30
Pango- Second Street	-	\$ 9,487.00	\$ 6,215.75	\$ 38,828.25	\$ 45,824.89
Pango - East Street	-	-	\$ 63.50	\$ 1,182.24	\$ 2,062.28
Pango - Iron Street	-	-	\$ 107.00	\$ 1,227.00	\$ 1,322.19
Pango - Center Street	-	-	\$ 86.50	\$ 1,526.75	\$ 1,754.58
Pango - S. Market Street	-	-	-	\$ 380.25	\$ 612.08
Pango - Triangle Lot	-	-	\$ 80.75	\$ 1,667.00	\$ 2,683.91
Pango - Pine Avenue	-	-	\$ 39.00	\$ 1,897.25	\$ 1,918.77
Pango - Pine Avenue North	-	-	\$ 80.75	\$ 3,151.00	\$ 2,046.87
Pango - Pine Avenue South	-	-	\$ 263.00	\$ 3,431.75	\$ 3,776.06
Pango - Library Lot	-	-	\$ 74.50	\$ 1,553.00	\$ 2,242.79
Pango - W. Pine Avenue	-	-	\$ 175.25	\$ 1,059.00	\$ 917.95
Pango - Main Street	-	-	\$ 517.75	\$ 5,618.00	\$ 7,756.88
Pango - Market Street	-	-	\$ 65.75	\$ 1,485.00	\$ 1,761.25
Pango - E. 4th Street	-	-	\$ 0.50	\$ 67.25	\$ 66.50
	\$ 103,508.41	\$ 69,014.10	\$ 83,050.60	\$ 129,065.54	\$ 153,594.41
Parking Tickets/Fines	\$ 170,050.00	\$ 113,380.00	\$ 119,089.87	\$ 173,657.37	\$ 181,603.94
Residential Permits	\$ 10,471.00	\$ 10,081.00	\$ 7,305.00	\$ 13,149.00	\$ 14,535.00
Parking Zone Permits	\$ 47,080.00	\$ 46,245.00	\$ 119,089.97	\$ 82,090.00	\$ 86,866.00
District Justice Remittances	\$ 79,027.48	\$ 50,344.12	\$ 26,089.98	\$ 32,579.40	\$ 32,868.29
Total Police	\$ 410,136.89	\$ 289,064.22	\$ 354,625.42	\$ 430,541.31	\$ 469,467.64
Total	\$ 3,009,418.62	\$ 2,780,056.19	\$ 3,185,838.18	\$ 3,444,277.33	\$ 3,645,186.68

Town of Bloomsburg  
American Rescue Plan  
Grant Spending as of September 29, 2023

Date	Description	Amount	Balance of Funds
	Grant Award	\$ 6,275,309.00	\$ 6,275,309.00
7/31/2021	#5 -Employee Hazard Pay	\$ 614,885.03	\$ 5,660,423.97
8/12/2021	#48 -Retiree Hazard Pay	\$ 18,266.06	\$ 5,642,157.91
9/01/2021	#30 -Superior Gutters - Police Station Gutters; 50% down payment	\$ 2,732.50	\$ 5,639,425.41
9/17/2021	#27- Northeastern Automated Technologies - Parking Audio System	\$ 1,326.84	\$ 5,638,098.57
9/17/2021	#18- Northeastern Automated Technologies - Police Audio System	\$ 1,166.71	\$ 5,636,931.86
9/17/2021	Borton Lawson Engineering - Floodwall	\$ 8,887.69	\$ 5,628,044.17
9/17/2021	#29 -Leaf - Plot Scanner lease payment #1	\$ 205.00	\$ 5,627,839.17
9/17/2021	#47- Dent Plumbing & Heating - Police exhaust fan - Evidence Room	\$ 1,875.50	\$ 5,625,963.67
9/28/2021	#14 -Webstaurant Store - Cold Fogger	\$ 454.49	\$ 5,625,509.18
9/28/2021	#14 -Pure and Clean LLC - Fogger cleaner	\$ 1,137.25	\$ 5,624,371.93
10/7/2021	#17 -Dent Plumbing & Heating - Police - air purification system	\$ 5,696.00	\$ 5,618,675.93
10/7/2021	#19 -Dent Plumbing & Heating - Police - dehumidifier evidence room	\$ 2,620.00	\$ 5,616,055.93
10/7/2021	#6- Dent Plumbing & Heating - Town Hall - 2nd floor AC system	\$ 9,375.00	\$ 5,606,680.93
10/12/2021	#29 -Leaf - Plot Scanner lease payment #2	\$ 205.00	\$ 5,606,475.93
10/20/2021	#23- Dent Plumbing & Heating - Heat Pump - Public Works	\$ 5,190.00	\$ 5,601,285.93
10/26/2021	#61 LIVIC Civil - Trail study	\$ 2,056.25	\$ 5,599,229.68
11/9/2021	#56 -Harbor Freight - fans - Recycling	\$ 299.98	\$ 5,598,929.70
11/9/2021	#7- Robert G. Dent Plumbing & Heating - Town Hall duct cleaning	\$ 10,175.00	\$ 5,588,754.70
11/11/2021	#55-Marinos, McDonald & Knecht - Miller Ave	\$ 375.00	\$ 5,588,379.70
11/16/2021	#29 -Leaf - Plot Scanner lease payment #3	\$ 205.00	\$ 5,588,174.70
11/30/2021	#15 -Norstar Networks - police phones	\$ 2,302.00	\$ 5,585,872.70
12/14/2021	#29 -Leaf - Plot Scanner lease payment #4	\$ 205.00	\$ 5,585,667.70
12/22/2021	#21- Dent Plumbing & Heating - Heat pump - Recycling	\$ 9,200.00	\$ 5,576,467.70
12/31/2021	#35 -LIVIC Civil - Trail study	\$ 5,706.25	\$ 5,570,761.45
12/31/2021	#55-Marinos, McDonald & Knecht - Miller Ave	\$ 600.00	\$ 5,570,161.45
12/31/2021	#55 -LIVIC Civil - Miller Ave	\$ 3,407.75	\$ 5,566,753.70
1/12/2022	#29 -Leaf - Plot Scanner lease payment #5	\$ 205.00	\$ 5,566,548.70
2/3/2022	#1- 2020 Revenue Shortfall - General Fund	\$ 564,232.09	\$ 5,002,316.61
2/3/2022	#2- 2020 Revenue Shortfall - Recycling	\$ 9,129.74	\$ 4,993,186.87
2/9/2022	#16- WTC Contracting - Roofing vents - Police	\$ 4,000.00	\$ 4,989,186.87
2/15/2022	#29 -Leaf - Plot Scanner lease payment #6	\$ 205.00	\$ 4,988,981.87
2/23/2022	#28- Northeastern Automated - Codes Audio System	\$ 791.18	\$ 4,988,190.69
3/1/2022	#61 LIVIC Civil - Trail study	\$ 3,240.00	\$ 4,984,950.69
3/8/2022	#57- Bloomsburg Theatre Ensemble - HVAC Project	\$ 117,250.00	\$ 4,867,700.69
3/16/2022	#29 -Leaf - Plot Scanner lease payment #7	\$ 205.00	\$ 4,867,495.69
3/22/2022	#30 -Superior Gutters - Police Station Gutters - final payment	\$ 2,732.50	\$ 4,864,763.19
4/12/2022	#22 -Diltz Equipment Sales - PW Fuel Tank	\$ 50,237.00	\$ 4,814,526.19
4/12/2022	#29 -Leaf - Plot Scanner lease payment #8	\$ 205.00	\$ 4,814,321.19
4/19/2022	#20 - Scott Electric - LED street light conversion	\$ 20,225.47	\$ 4,794,095.72
4/19/2022	#20- Scott Electric - Photo cells for LED street light conversion	\$ 2,550.00	\$ 4,791,545.72
4/26/2022	#9- Backstage Library Works - Council agenda minutes - 1977-2010	\$ 3,853.60	\$ 4,787,692.12
5/10/2022	#55 - LIVIC Civil - Miller Avenue	\$ 127.50	\$ 4,787,564.62
5/10/2022	#49 - LIVIC Civil - Park Walkability Plan - River Trail	\$ 7,026.25	\$ 4,780,538.37
5/10/2022	#31 - LIVIC Civil - Growing Greener	\$ 10,510.80	\$ 4,770,027.57
5/10/2022	#31 - LIVIC Civil - Growing Greener	\$ 13,893.30	\$ 4,756,134.27
5/10/2022	#31 - LIVIC Civil - Growing Greener	\$ 3,382.50	\$ 4,752,751.77
5/10/2022	#20 - Scott Electric - LED street light conversion	\$ 44,574.53	\$ 4,708,177.24
5/17/2022	#59 - Bloomsburg Public Library - 50% HVAC project	\$ 56,345.00	\$ 4,651,832.24
5/17/2022	#49 - LIVIC Civil - Park Walkability Plan - River Trail	\$ 2,427.50	\$ 4,649,404.74
5/17/2022	#55 - LIVIC Civil - Miller Avenue	\$ 322.50	\$ 4,649,082.24
5/17/2022	#49 - LIVIC Civil - Park Trail/Market Street	\$ 2,031.25	\$ 4,647,050.99

Town of Bloomsburg  
American Rescue Plan  
Grant Spending as of September 29, 2023

Date	Description	Amount	Balance of Funds
5/17/2022	#29 - Leaf - Plot Scanner lease payment #9	\$ 205.00	\$ 4,646,845.99
5/17/2022	#49 - LIVIC Civil - Park Trail/Market Street	\$ 2,460.00	\$ 4,644,385.99
5/17/2022	#31 - LIVIC Civil - Growing Greener	\$ 1,302.50	\$ 4,643,083.49
5/24/2022	#26 - Keystone Ridge Designs Inc - Recycling and Trash Bins	\$ 41,735.00	\$ 4,601,348.49
6/15/2022	#29 - Leaf - Plot Scanner lease payment #10	\$ 205.00	\$ 4,601,143.49
7/1/2022	#60 - Traffic cones for Less - bike path posts	\$ 1,326.58	\$ 4,599,816.91
7/6/2022	#60 - Safety Line LLC - Pavement markings - bike path	\$ 3,240.00	\$ 4,596,576.91
7/12/2022	#29 - Leaf - Plot Scanner lease payment #11	\$ 205.00	\$ 4,596,371.91
7/26/2022	#20 - Scott Electric - LED Eye Photocells	\$ 1,402.50	\$ 4,594,969.41
8/11/2022	#49 - LIVIC Civil - Park Trail/Market Street	\$ 2,812.50	\$ 4,592,156.91
8/11/2022	#49 - LIVIC Civil - Park Trail/Market Street	\$ 21,150.00	\$ 4,571,006.91
8/11/2022	#49 - LIVIC Civil I - Park Trail/Market Street	\$ 2,812.50	\$ 4,568,194.41
8/11/2022	#61 LIVIC Civil - Trail study	\$ 6,350.00	\$ 4,561,844.41
8/16/2022	#29 - Leaf - Plot Scanner lease payment #12	\$ 205.00	\$ 4,561,639.41
9/8/2022	#61-LIVIC Civil - River Trail	\$ 35,600.00	\$ 4,526,039.41
9/13/2022	#29 - Leaf - Plot Scanner lease payment #13	\$ 205.00	\$ 4,525,834.41
9/13/2023	#13 The Kaplan Group- Training	\$ 3,625.80	\$ 4,522,208.61
9/20/2022	#63 LOHI Consulting- 50% Parking Consulting	\$ 7,500.00	\$ 4,514,708.61
9/26/2022	#13 The Kaplan Group- Training	\$ 3,625.80	\$ 4,511,082.81
9/27/2022	#65-Azon Enterprise, Inc- Tasers	\$ 12,917.69	\$ 4,498,165.12
10/4/2022	#20- Scott Electric- LED Lights	\$ 35,475.00	\$ 4,462,690.12
10/11/2022	#64-Rekor Recognition- License Plate Reader	\$ 12,500.00	\$ 4,450,190.12
10/11/2022	#29 - Leaf - Plot Scanner lease payment #14	\$ 205.00	\$ 4,449,985.12
10/11/2022	#66 Robert C Young- Parking Lot C	\$ 12,276.91	\$ 4,437,708.21
10/25/2022	#61-LIVIC Civil - River Trail	\$ 37,233.75	\$ 4,400,474.46
11/13/2022	#61-LIVIC Civil - River Trail	\$ 40,823.54	\$ 4,359,650.92
11/13/2022	#29 - Leaf - Plot Scanner lease payment #15	\$ 205.00	\$ 4,359,445.92
11/13/2022	#49-LIVIC Civil - Park Trail/Market Street	\$ 1,398.75	\$ 4,358,047.17
12/31/2022	#66 LIVIC Civil - River trail	\$ 45,055.15	\$ 4,312,992.02
12/31/2022	#29 - Leaf - Plot Scanner lease payment #16	\$ 205.00	\$ 4,312,787.02
12/31/2022	#35- LIVIC Civil Walking Trail	\$ (2,812.50)	\$ 4,315,599.52
12/31/2022	#66 - LIVIC Civil - Parking Lot E	\$ 4,381.25	\$ 4,311,218.27
12/31/2022	#66 -LIVIC Civil - Parking Lot C	\$ 476.25	\$ 4,310,742.02
12/31/2022	#29-Leaf- Plot Scanner Lease Payment #17	\$ 205.00	\$ 4,310,537.02
12/31/2022	#61- LIVIC Civil - River Trail	\$ 50,868.25	\$ 4,259,668.77
12/31/2022	#37- Don E. Bower- Town Park Restoration	\$ 26,576.53	\$ 4,233,092.24
12/31/2022	#61- LIVIC Civil - River Trail	\$ 46,252.97	\$ 4,186,839.27
12/31/2022	#55 - LIVIC Civil - Miller Avenue	\$ 232.50	\$ 4,186,606.77
12/31/2022	#66 -LIVIC Civil - Parking Lot D	\$ 1,003.28	\$ 4,185,603.49
12/31/2022	#66 -LIVIC Civil - Parking Lot E	\$ 12,058.75	\$ 4,173,544.74
12/31/2022	#66 -LIVIC Civil - Parking Lot C	\$ 232.50	\$ 4,173,312.24
12/31/2022	#66 -LIVIC Civil - Parking Lot I	\$ 3,653.97	\$ 4,169,658.27
12/31/2022	#66 -LIVIC Civil - Parking Lot C	\$ 1,243.75	\$ 4,168,414.52
12/31/2022	#29 Leaf- Plot Scanner lease payment #18	\$ 205.00	\$ 4,168,209.52
12/31/2022	#24-Leibold Inc. Airport Heat Conversion	\$ 72,090.00	\$ 4,096,119.52
12/31/2022	#31 - LIVIC Civil - Growing Greener	\$ 2,663.75	\$ 4,093,455.77
1/17/2023	#29 Leaf- Plot Scanner lease payment #19	\$ 205.00	\$ 4,093,250.77
2/8/2023	#24-Leibold Inc. Airport Heat Conversion	\$ 44,280.00	\$ 4,048,970.77
3/14/2023	#29 Leaf- Plot Scanner lease payment #20	\$ 205.00	\$ 4,048,765.77
3/23/2023	#66 -LIVIC Civil - Parking Lot D	\$ 6,511.25	\$ 4,042,254.52
3/23/2023	#66 -LIVIC Civil - Parking Lot I	\$ 5,500.00	\$ 4,036,754.52
3/23/2023	#66 -LIVIC Civil - Parking Lot C	\$ 401.25	\$ 4,036,353.27
3/23/2023	#66 -LIVIC Civil - Parking Lot E	\$ 54,153.75	\$ 3,982,199.52

10-3

Town of Bloomsburg  
American Rescue Plan  
Grant Spending as of September 29, 2023

Date	Description	Amount	Balance of Funds
3/23/2023	#61- LIVIC Civil - River Trail	\$ 30,210.31	\$ 3,951,989.21
4/4/2023	#66- LIVIC Civil - Parking Lot E	\$ 7,395.00	\$ 3,944,594.21
4/4/2023	#61 LIVIC Civil - River Trail	\$ 14,903.00	\$ 3,929,691.21
4/4/2023	#66-LIVIC Civil - Parking Lot D	\$ 3,793.75	\$ 3,925,897.46
4/4/2023	#66-LIVIC Civil - Parking Lot I	\$ 4,656.25	\$ 3,921,241.21
4/18/2023	#29 -Leaf - Plot Scanner lease payment #21	\$ 205.00	\$ 3,921,036.21
4/24/2023	#66-LIVIC Civil - Parking Lot E	\$ 8,978.75	\$ 3,912,057.46
4/24/2023	#66- LIVIC Civil - Parking Lot I	\$ 9,202.50	\$ 3,902,854.96
4/24/2023	#66-LIVIC Civil - Parking Lot D	\$ 3,663.75	\$ 3,899,191.21
4/24/2023	#61-LIVIC Civil I- River Trail	\$ 8,181.25	\$ 3,891,009.96
5/23/2023	#61-LIVIC Civil - River Trail	\$ 29,035.00	\$ 3,861,974.96
5/23/2023	#66- LIVIC Civil - Parking Lot I	\$ 1,531.25	\$ 3,860,443.71
5/23/2023	#66-LIVIC Civil- Parking Lot D	\$ 825.00	\$ 3,859,618.71
5/23/2023	#66-LIVIC Civil- Parking Lot E	\$ 9,045.00	\$ 3,850,573.71
6/6/2023	#29 -Leaf - Plot Scanner lease payment #22	\$ 205.00	\$ 3,850,368.71
6/6/2023	#24-Leibold Inc. Airport Heat Conversion	\$ 23,390.40	\$ 3,826,978.31
7/6/2023	Northeast Tree Removal	\$ 1,600.00	\$ 3,825,378.31
7/6/2023	Northeast Tree Removal	\$ 16,000.00	\$ 3,809,378.31
7/6/2023	Northeast Tree Removal	\$ 2,075.00	\$ 3,807,303.31
7/19/2023	#61 LIVIC Civil - River Trail	\$ 8,391.25	\$ 3,798,912.06
7/19/2023	#66-LIVIC Civil - Parking Lot D	\$ 746.25	\$ 3,798,165.81
7/19/2023	#66- LIVIC Civil - Parking Lot I	\$ 8,290.00	\$ 3,789,875.81
7/19/2023	#66- LIVIC Civil - Parking Lot E	\$ 20,618.75	\$ 3,769,257.06
7/19/2023	#29 -Leaf - Plot Scanner lease payment #23	\$ 205.00	\$ 3,769,052.06
8/1/2023	#68- Sokol Quarries, Inc. -Reconstruction of catch basin	\$ 21,360.00	\$ 3,747,692.06
8/8/2023	#66- LIVIC Civil - Parking Lot I	\$ 15,138.75	\$ 3,732,553.31
8/8/2023	#61-LIVIC Civil - River Trail	\$ 8,760.00	\$ 3,723,793.31
8/8/2023	#66-LIVIC Civil- Parking Lot E	\$ 5,936.25	\$ 3,717,857.06
8/8/2023	#66 -LIVIC Civil - Parking Lot C	\$ 1,105.00	\$ 3,716,752.06
8/15/2023	#32-LIVIC Civil- MS4	\$ 225.00	\$ 3,716,527.06
8/15/2023	#29 -Leaf - Plot Scanner lease payment #24	\$ 205.00	\$ 3,716,322.06
8/28/2023	#66-LIVIC Civil- Parking Lot D	\$ 1,283.75	\$ 3,715,038.31
8/28/2023	#57- Bloomsburg Theatre Ensemble - HVAC Project	\$ 13,630.00	\$ 3,701,408.31
9/12/2023	#29 -Leaf - Plot Scanner lease payment #25	\$ 205.00	\$ 3,701,203.31
9/26/2023	#32- LIVIC Civil- MS4	\$ 1,471.25	\$ 3,699,732.06
9/26/2023	#61-LIVIC Civil I- River Trail	\$ 15,457.50	\$ 3,684,274.56
9/26/2023	#66- LIVIC Civil - Parking Lot I	\$ 685.00	\$ 3,683,589.56
9/26/2023	#66-LIVIC Civil- Parking Lot E	\$ 24,380.00	\$ 3,659,209.56
9/26/2023	#66-LIVIC Civil - Parking Lot D	\$ 6,156.25	\$ 3,653,053.31
9/26/2023	#32- LIVIC Civil- MS4	\$ 10,757.50	\$ 3,642,295.81

11-1

**Flock Safety + PA - Bloomsburg PD**

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Flock Group Inc.  
1170 Howell Mill Rd. Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Kevin Hogan  
kevin.hogan@flocksafety.com  
3014522014

flock safety

# flock safety

## EXHIBIT A ORDER FORM

Customer: PA - Bloomsburg PD  
 Legal Entity Name: PA - Bloomsburg PD  
 Accounts Payable Email: sprice@bloomsburgpa.org  
 Address: 119 E 7th St Bloomsburg, Pennsylvania 18201

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$54,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	15	Included
<b>Flock Safety Video Products</b>			
Flock Safety Condor™ PTZ w/ LTE Service	Included	3	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	15	\$9,750.00
Condor Professional Services - Standard Implementation Fee	\$750.00	3	\$2,250.00
		<b>Subtotal Year 1:</b>	<b>\$66,000.00</b>
		<b>Annual Recurring Subtotal:</b>	<b>\$54,000.00</b>
		<b>Estimated Tax:</b>	<b>\$0.00</b>
		<b>Contract Total:</b>	<b>\$120,000.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$66,000.00
Annual Recurring after Year 1	\$54,000.00
Contract Total	\$120,000.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

**Package:** Community

FlockOS Features	Description
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11-5

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: PA - Bloomsburg PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 28 day of September 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

## AGREEMENT

**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as "**Support Services**").

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

11-11

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

11-12

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any



such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

11-14

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## 6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

11-15

## 7. TERM AND TERMINATION

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.



**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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EXHIBIT B  
INSURANCE

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

11-25

## SWIMMING POOL:

**PURSUANT TO POOL PASS RATES:** the fee for an individual pass will be \$95, 2 people will be \$185, 3 people will be \$205, 4 people will be \$230, 5 people will be \$275, 6 people will be \$320, 7 people will be \$365 and \$45 per person thereafter.

**PURSUANT TO ADMISSION PASS RATES:** the admission fee will be \$6.00 and after 4 p.m. it will be \$3.00.

**PURSUANT TO WEEK GROUP CARE:** the below rates will be set after 1 p.m.

\$500	1-2 Adults	5-8 Children
\$750	3-4 Adults	9-14 Children
\$1,000	5-8 Adults	15-22 Children
\$2,000	8-10 Adults	23-90 Children

**PURSUANT TO DAILY GROUP:** the below rates will be set after 1 p.m.

\$35	1-2 Adults	5-8 Children
\$70	3-4 Adults	9-14 Children
\$120	5-8 Adults	15-22 Children
\$300	8-10 Adults	23-90 Children

**PURSUANT TO POOL PARTIES:** the rate for 1 hour is \$225 and for 2 hours it will be \$300. Maximum for both parties is 75 people.

**PURSUANT TO SWIMMING LESSONS:** the rate for each child will be \$135 or \$110 for season pass holders.

**PURSUANT TO RE-PRINTING OF A PASS:** the rate for each additional pass that needs to be re-printed will be \$5.00.

**PURSUANT TO LANYARD RATES:** the fee for a lanyard will be set at \$1.00.

**PURSUANT TO DIAPER RATES:** the fee for a diaper will be \$2.00.

**PURSUANT TO WATER AEROBIC CLASS RATES:** The fee will be \$5 for season pass holders or same day daily admission holders, \$4 for senior pass holders (62+), and \$7 for non-pass holders.