

**BLOOMSBURG TOWN COUNCIL MEETING
COUNCIL CHAMBERS OR TELECONFERENCE (ZOOM)
MONDAY, JANUARY 22, 2024, 7:00 P.M.**

PUBLIC CAN JOIN:

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

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

Call to order.

Pledge of allegiance.

Council remarks.

An executive session was held on 1/10/2024 from 9:00 a.m.- 9:34 a.m. to discuss the Bloomsburg Fair lawsuit along with the Lauren Martz lawsuit.

Zoning/ SALDO Update- Carolyn Yagle.

Citizens to be heard.

- Jamey Michael Harding- confluence of Fishing Creek/ Susquehanna River.
- Dawn Moore- confluence of Fishing Creek/ Susquehanna River.
- Tim Todd- confluence of Fishing Creek/ Susquehanna River.
- Jeff Hopper- confluence of Fishing Creek/ Susquehanna River.

Approval of the Council minutes from the January 2, 2024 meeting.

1. DEPARTMENT REPORTS.

- A. Police department reports.
- B. Police officer reports.
- C. Public Works report.
- D. Town of Bloomsburg fuel mileage report .
- E. Code enforcement permit report.
- F. Code enforcement citation report.
- G. Recycling report.
- H. Airport report.
- I. Fire department report.
- J. Ambulance report.
- K. Presentation from LIVIC Civil- 2023 GIS Review.

2. ADMINISTRATIVE FINANCE COMMITTEE – Justin Hummel

- A. Recommendation to approve the list of bills from December.
- B. Approval of the December vendors. Note: there wasn't a majority to approve this item at Committee.

- C. Approval of the agreement with Passport for ticketing software.
- D. Approval of hiring William Stewart as the compost site attendant at the hourly rate of \$15 per hour.
- E. Approval of the 2023 tax report from Beverly Deitrich.

3. **PUBLIC WORKS & ENVIRONMENTAL COMMITTEE – James Garman**

- A. Approval of the agreement with OT Pod, LLC – Bloomsburg Municipal Airport.
- B. Approval of an invoice from Connectsix LLC (Say Weather) in the amount of \$43,848.75. Pilots will be paying \$6,000, \$32,000 will be coming out of prior year expense in the airport general fund, and the remaining \$5,848.75 from America Rescue Funds.
- C. Approval of an invoice from Robert C. Young in the amount of \$2,740 for paving in the Pine Avenue parking lot.
- D. Discussion of citizens wanting to access the confluence area of Fishing Creek and the Susquehanna River.
 - a. Any vote by Council to restrict parking in this area until the future engineered boat launch project will commence.
- E. Approval of an invoice from Accent Wire in the amount of \$48,079.63.
- F. Approval of the USW Local 1928-06 & The Town of Bloomsburg Extension Agreement.

4. **COMMUNITY & ECONOMIC DEVELOPMENT/ PUBLIC SAFETY COMMITTEE- Toni Bell**

- A. Approval of the SWIFT CURRENT Request for Qualifications for Professional Engineering /Architectural Services.
- B. Recommendation from the Planning Commission to approve the Dillon Center, LLC – Minor Add-on Subdivision Plan as submitted. All comments have been satisfied and the plans have been signed and notarized accordingly.
- C. Recommendation from the Planning Commission to approve the Geisinger-Bloomsburg Hospital – Minor Subdivision with the following conditions:
 - 1. The Plan shall be signed by the Plan Preparer.
 - 2. The 'Certificate of Ownership and Acknowledgment statement provided on the Plan shall be signed by owner and notarized.
 - 3. The deed must be reviewed by Solicitor and recorded accordingly.

- D. Approval of advertising an ordinance amendment relating to floodplain (FEMA requirement).
 - E. Approval of sending support letters to assist securing the \$50,000 local match to continue the Rabbit Transit ride program for Bloomsburg citizens. Note: exact grant titles are not known at this time.
5. **TECHNOLOGY COMMITTEE- Justin Hummel.**
- A. IT proposals will be posted by the end of this week. Note: Prior approval was already voted on by Council.

Next meeting: February 12, 2024

Bloomsburg Police Department Meter & App Collection - December 2023

COLLECTION AREA	2022	2023- METER	2023 PANGO	2023 TOTAL
1 MAIN STREET	\$0.00	\$0.00		\$151.00
2 PINE AVE LOT	\$0.00	\$0.00		\$290.75
3 TRIANGLE LOT	\$0.00	\$0.00		\$209.25
4 WEST PINE AVE LOT	\$0.00	\$0.00		\$30.00
5 EAST PINE AVE LOT	\$0.00	\$0.00		\$121.25
6 EAST ST	\$0.00	\$0.00		\$106.50
7 LIBRARY LOT	\$0.00	\$0.00		\$123.00
8 E 2ND STREET/ 17815 PANGO	\$0.00	\$0.00		\$2,442.00
9 65 E 4th St	\$0.00	\$0.00		\$1.75
TOTAL		\$0.00	\$0.00	\$3,475.50
PANGO APP ZONES				
1 65MKT1	\$0.00		\$0.00	
1 65MAIN	\$51.75		\$0.00	
1 65MKT2	\$14.50		\$53.25	
1 65IRON	\$57.25		\$47.50	
1 65CENTER	\$62.25		\$50.25	
2 65PINE1	\$125.75		\$115.00	
2 65PINE2	\$198.75		\$175.75	
3 65TRI	\$121.00		\$209.25	
4 65WPINE	\$50.25		\$30.00	
5 65EPINE	\$102.75		\$121.25	
6 65EAST	\$19.50		\$106.50	
7 65LIB	\$95.00		\$123.00	
8 17815	\$3,005.25		\$2,442.00	
9 65E4TH (No meters)	\$9.00		\$1.75	
TOTAL PANGO APP ZONES			\$3,475.50	
TOTAL APP AND METERS	\$3,913.00			\$3,475.50

Chief Scott C. Price

Noted 01/17/24

Bloomsburg Police Department		
Yearly 2023 Council Report		
	2022	2023
CALLS STATION LOG BOOK	7,992	7,039
CALLS 911 CENTER	9,959	8,936
ACCIDENTS	196	160
TRAFFIC CITATIONS	2,361	1,783
NON-TRAFFIC CITATIONS	197	189
TRACS CITATIONS	N/A	481
CRIMINAL ARRESTS	247	204
OFFENSE REPORTS	3,081	2,587
PARKING TICKETS	11,304	11,630
WARRANTS CONTACTED	1,278	732
WARRANTS FULFILLED	859	852
OTHER DEPARTMENTAL REVENUE		
PARKING TICKETS	\$284,499.74	\$277,149.35
RESIDENTIAL PERMITS	\$15,376.00	\$16,790.00
ZONE PERMITS	\$95,748.00	\$88,880.00
METER RENTAL	\$9,940.00	\$4,785.00
ACCIDENTS/INCIDENTS/REC CKS	\$2,795.00	\$2,790.00
DUMPSTER FEE	\$2,600.00	\$3,600.00
STREET CLOSING	\$1,645.00	\$1,795.00
BOOT REMOVAL	\$2,175.00	\$3,825.00
NON-SUFFICIENT FUNDS	\$35.00	\$35.00
SECOND HAND GOODS	\$150.00	\$150.00
BYOB LICENSE	\$175.00	\$200.00
EVENT PERMIT	\$650.00	\$2,450.00
OTHER DEPARTMENTAL REVENUE	\$298.95	\$160.00
TOTAL	\$416,087.69	\$402,609.35

Chief Scott C. Price *Scott C. Price* 01/17/24

Bloomsburg Police Department December 2023 - Officer's Report

Title	Name	Criminal Arrests	Traffic Arrests	Non-Traffic Arrests	TraCS Citations	Parking Tickets
Chief	Price	0	0	0		0
Sgts.	Rogutski	0	0	0		1
	Carl	0	2	0		1
	Fosse	1	0	0		0
Police Officers:						
	Cromley	0	1	0		2
	Hill	0	0	0		1
	Beck	2	0	2		0
	Auchter	1	0	0		1
	Szkodny	0	0	0		2
	Pfeiffer	0	0	0		0
	Edgar	3	1	0		1
	Bowman	0	0	2		0
	Dombrosky	0	0	0		5
	Reinford	0	1	0		0
	Thorpe	0	0	0		0
	Stiver	0	0	4		0
	Fitzwater	0	0	0		0
	Lingousky	1	3	3		40
	Petrus	0	7	1		18
PT	Deitterick	0	0	0		0
Parking Enforcement Officers:						
	Buck	0	16	0		111
	Verchimak	0	56	0		210
TOTALS:		8	87	12	20	393

Chief Scott C. Price *Scott C. Price* 01/17/24

Bloomsburg Police Department Yearly 2023 - Officer's Report

Title	Name	Criminal Arrests	Traffic Arrests	Non-Traffic Arrests	TraCS Citations	Parking Tickets
Chief	Price	0	0	0		0
Sgts.	Rogutski	6	15	6		68
	Carl	1	35	2		307
	Fosse	14	0	1		2
Police Officers:						
	Cromley	10	1	6		6
	Hill	9	3	4		13
	Beck	10	2	10		3
	Auchter	20	7	20		24
	Szkodny	6	4	7		4
	Pfeiffer	5	2	6		5
	Edgar	36	25	17		147
	Bowman	11	42	18		259
	Dombrosky	15	26	11		139
	Reinford	5	35	18		197
	Thorpe	6	6	5		0
	Stiver	15	35	31		73
	Fitzwater	27	27	12		114
	Lingousky	3	13	9		109
	Petrus	1	12	1		80
PT	Deitterick		0	4		1
	Sharrow		1	0		1
	Fanelli		40	0		389
	Zawatski	4	9	1		
Parking Enforcement Officers:						
	Buck	0	552	0		3573
	Verchimak	0	891	0		6116
TOTALS:		204	1,783	189	481	11,630

Chief Scott C. Price

Price 01/17/24

**TOWN OF BLOOMSBURG
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT
DECEMBER 2023**

	DECEMBER			YEAR TO DATE		
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	REGULAR	OT	CEMENT	REGULAR	OT	CEMENT
BEREAVEMENT TIME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOLIDAY TIME	\$ 193.93	\$ -	\$ -	\$ 2,428.81	\$ -	\$ -
PERSONAL TIME	\$ 1,694.73	\$ -	\$ -	\$ 5,964.78	\$ -	\$ -
SICK TIME	\$ 2,067.44	\$ -	\$ -	\$ 38,328.00	\$ -	\$ -
VACATION TIME	\$ 9,952.04	\$ -	\$ -	\$ 32,379.42	\$ -	\$ -
WEEKEND CALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMP TIME	\$ -	\$ -	\$ -	\$ 282.19	\$ -	\$ -
AIRPORT	\$ 184.93	\$ -	\$ -	\$ 12,868.85	\$ -	\$ -
DAYCARE	\$ -	\$ -	\$ -	\$ 1,171.55	\$ -	\$ -
PARK (MOWING, ETC)	\$ 1,144.24	\$ -	\$ -	\$ 55,633.48	\$ 798.75	\$ -
POLICE STATION	\$ 184.93	\$ -	\$ -	\$ 1,098.83	\$ -	\$ -
POOL	\$ -	\$ -	\$ -	\$ 24,798.17	\$ 148.12	\$ -
RECYCLING	\$ -	\$ -	\$ -	\$ 2,385.97	\$ -	\$ -
TOWN HALL	\$ 193.93	\$ -	\$ -	\$ 2,752.39	\$ -	\$ -
TOWN SHED	\$ 2,359.16	\$ -	\$ -	\$ 19,818.03	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BANNERS	\$ -	\$ -	\$ -	\$ 1,968.44	\$ -	\$ -
BARRICADES	\$ -	\$ -	\$ -	\$ 231.16	\$ 179.36	\$ -
CHRISTMAS DECORATIONS	\$ -	\$ -	\$ -	\$ 4,359.12	\$ -	\$ -
CINDERTIP-MOVE FILL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEAN RUNS- FLOOD PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMPOST	\$ 3,702.44	\$ -	\$ -	\$ 26,542.05	\$ 69.34	\$ -
CUT SHOULDER ON RIVER ROAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FAIR/ FAIR SIGNS	\$ -	\$ -	\$ -	\$ 2,268.04	\$ -	\$ -
FIRES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLOODS	\$ 1,744.64	\$ -	\$ -	\$ 1,744.64	\$ -	\$ -
FLOWERS - MAIN STREET FOUNTAIN	\$ -	\$ -	\$ -	\$ 2,923.25	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ 1,344.01	\$ -	\$ -
GARBAGE/ GARBAGE CANS	\$ 647.25	\$ -	\$ -	\$ 13,356.49	\$ 111.09	\$ -

LEAF PICKUP	\$ 3,606.08	\$ -	\$ -	\$ 20,483.46	\$ -	\$ -
LINE PAINTING	\$ -	\$ -	\$ -	\$ 5,544.79	\$ 74.06	\$ -
MOW (OTHER THAN PARK)	\$ -	\$ -	\$ -	\$ 19,351.38	\$ -	\$ -
ONE CALLS	\$ 581.79	\$ -	\$ -	\$ 1,066.62	\$ -	\$ -
PARADES	\$ -	\$ -	\$ -	\$ 92.46	\$ 104.88	\$ -
PARKING LOTS (HOPPES)	\$ 2,246.14	\$ -	\$ -	\$ 20,930.76	\$ -	\$ -
PARKING METERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARTY (RAID)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PATCH/ POTHOLE/ SEAL	\$ 1,849.27	\$ -	\$ -	\$ 22,337.93	\$ 104.01	\$ -
PAVING	\$ -	\$ -	\$ -	\$ 13,666.09	\$ 140.27	\$ -
PLANT TREES	\$ -	\$ -	\$ -	\$ 1,912.30	\$ -	\$ -
RENAISSANCE	\$ -	\$ -	\$ -	\$ 591.40	\$ 1,388.73	\$ -
SEWER/ SEWER LATERAL	\$ -	\$ -	\$ -	\$ 748.71	\$ -	\$ -
SIDEWALKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SIGNS	\$ 297.95	\$ -	\$ -	\$ 4,578.12	\$ -	\$ -
STORM CLEAN UP	\$ 1,892.95	\$ 17.48	\$ -	\$ 9,297.57	\$ 734.92	\$ -
STORM SEWER/ STORM WATER	\$ 346.74	\$ -	\$ -	\$ 22,327.88	\$ 297.16	\$ -
STREET LIGHT	\$ 751.48	\$ -	\$ -	\$ 2,439.38	\$ -	\$ -
SUPERVISON	\$ 3,552.42	\$ -	\$ -	\$ 68,574.86	\$ -	\$ -
SWEEPING	\$ 1,814.60	\$ -	\$ -	\$ 20,885.22	\$ -	\$ -
TRAFFIC LIGHTS/ LINES	\$ -	\$ -	\$ -	\$ 1,955.24	\$ -	\$ -
TREE/ BRUSH/ LIMBS-CUT, CLEAN, TRIM & PICKUP	\$ 184.93	\$ -	\$ -	\$ 26,153.95	\$ 178.49	\$ -
VEHICLES	\$ 3,503.51	\$ -	\$ -	\$ 33,682.26	\$ -	\$ -
WEED SPRAYING	\$ -	\$ -	\$ -	\$ 1,756.81	\$ -	\$ -
WINTER MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ 215.10	\$ -
TOTAL AMOUNT	\$ 44,697.52	\$ 17.48	\$ -	\$ 553,024.87	\$ 4,544.28	\$ -

December 2023

Public Works Tanks		
<u>DEPARTMENT</u>	<u>GASOLINE (2)</u>	<u>DIESEL (1)</u>
Codes	10.20	0.00
Fire Dept.	26.60	52.90
Police	728.70	0.00
DPW	263.20	324.50
Recycling	80.50	147.70
Airport	0.00	0.00
Ambulance	0.00	0.00
TOTAL (Gallons)	1109.20	525.10

TOWN OF BLOOMSBURG FUEL LOG - December 2023

VEHICLE NO.	LICENSE PLATE	DESCRIPTION	PREVIOUS MONTH ENDING MILEAGE	CURRENT MONTH ENDING MILEAGE	MILES TRAVELED	TOTAL GALLONS DISPENSED	DEPT.
102	MG2235M	19 CHEVY TRAX	10770	10770	0	0	CODES
103	MG-1963H	22 CHEVY TRAX	2175	2320	145	10.2	CODES
104	EV59365	SPARTAN RESCUE	13526	13544	18	15.1	FIRE
105	MG6200M	22 FORD EXPLOR	12173	12775	602	43.2	POLICE
106	EV69526	FORD FIRE POLI	8454	8454	0	0	FIRE
107	EV71383	8 SPARTAN/TOYN	4784	4824	40	21.5	FIRE
108	EV59369	EMERGENCY TRK	1776	1776	0	0	FIRE
109	EV64465	9 FORD EXPLORE	N/A	74311	N/A	14.6	FIRE
110	EV66383	92 INTL 33	36277	36277	0	0	FIRE
111	32978MG	89 FORD UNIT 39	23260	23260	0	0	FIRE
112	EV69314	15 KME KOVATCH	3598	3606	8	16.3	FIRE
113	(PA) H122	RESCUE BOAT	N/A	N/A	N/A	0	FIRE
114	S. EQUIP -1	S.EQUIP - 1	N/A	N/A	N/A	0	FIRE
115	MG6201M	22 FORD EXPLOR	16185	17183	998	105.4	POLICE
116	MG5589A	7 FORD EXPLORE	74824	75109	285	29.2	POLICE
117	LJW5486	14 FORD TAURUS	86546	86760	214	10.8	POLICE
118	MG5556G	8 FORD EXPLORE	80832	81423	591	48.8	POLICE
119	MG4457B	7 FORD EXPLORE	58280	58969	689	59.9	POLICE
120	MG6202M	2 FORD EXPLOI	19422	21233	1811	133.1	POLICE
121	HCN5853	FORD INTERCEPT	100356	100356	0	0	CODES
122	MG8419J	7 FORD EXPLORE	54335	54335	0	0	POLICE
123	EQUIPMENT	DUI Equipment	N/A	N/A	N/A	0	POLICE
124	MG67108L	K9 VEHICLE	37762	38303	541	58.5	POLICE
125	MGM0565M	9 DODGE CHARGE	20748	21246	498	45.9	POLICE
126	MG6203M	22 FORD EXPLOR	12955	41723	28768	69.6	POLICE
127	MG6204M	22 FORD EXPLOR	15294	16055	761	41.4	POLICE
128	MG1547L	DUI 2018 FORD	39617	40380	763	82.9	POLICE
129	MG0193C	GMC BUCKET TRU	44404	44535	131	28.7	PW
130	MG8286L	FORD HEAVY DU	36419	36589	170	39.4	PW
131	MG8464D	2008 FORD DUMI	N/A	N/A	N/A	N/A	PW
132	MG5687B	05 FORD F250	91577	91577	0	0	PW
133	MG1571J	16 FORD F550	48959	49236	277	54.3	PW
134	MG1144J	FORD DUMP TRU	67463	67463	0	0	PW
135	MG4971J	5 FORD 350 CHAS	44622	45006	384	43.5	PW
136	MG5036G	FORD T-TAG DUI	60400	60807	407	88.4	PW
137	(PA)	OWER/EQUIPME	1	79	N/A	17.9	PW
138	EQUIPMENT	JEL TANK ON F25	1	1	N/A	4	PW
139	CAT-Model 242D	Skid Steer	N/A	N/A	N/A	N/A	PW
140	MG1751M	19 CHEVY TRAX	36131	36555	424	19.3	PW
141	MG-0923M	STREET SWEEPER	15813	16120	307	170.2	PW
142	MG-8146L	9 F750 DUMP TR	10036	10231	195	35	PW
143	MG-1152M	07 FORD RANGE	85603	85698	95	5.8	PW
144	3245	019 CAT BACKHO	2597	2612	15	6.6	PW
145	EV-73928	Ford F150	N/A	945	N/A	12	FIRE
146	BIG LOADER1147	CATERPILLAR LOA	5643	5643	0	22.7	PW

147	EQUIP-6032	CORMICK TRACT	5405	5405	0	0	PW
148	EQUIP-1468	AST 3680 GRIND	1976	1976	0	0	RC
149	MG9040F	2 FORD ECONO 2	N/A	22219	N/A	19.4	RC
150	79120MG	9 OLD DOMINIO	4049	4049	N/A	0	RC
151	MG0446F	11 INTL 4X2	24853	24853	N/A	0	RC
152	(PA)	TROM SCREENER	1	1	N/A	0	RC
153	MG46870	07 INTL CURBSIDE	42799	42856	57	29.7	RC
154	84577MG	18 INTL 4300 4X2	18437	18633	196	70.6	RC
155	7890	JZU WHITE 16' V	15668	15852	184	34.7	RC
156	MG9701L	2000 ODB Trailer	2510	2510	N/A	0	RC
157	MG0440F	11 INTL Flat Bed	14408	14734	326	47.4	RC
158	MG2743N	2022 F250	3037	3333	296	26.4	RC
159	MG-2744N	2022 FORD F550	7410	8035	625	51.9	PW
160	ATV-0701	17 John Deere Ga	N/A	N/A	N/A	N/A	POLICE
161	EV32884	Ambulance	N/A	N/A	N/A	N/A	AMBULANCE
162	EV35102	Ambulance	29	29	N/A	0	AMBULANCE
163	EV31854	Ambulance	N/A	N/A	N/A	N/A	AMBULANCE
164	EQUIP-7265	ohn Deere Backho	N/A	N/A	N/A	N/A	RC
165	EQUIPMENT	ckhoe Midel 310	N/A	N/A	N/A	0	RC

* Mileage was not inputted by department at pump.



Town of Bloomsburg

1E-1

Permit Report

12/01/2023 - 12/31/2023

Permit #	Permit Date	Permit Type	Project Description	Project Cost	Parcel #	Parcel Address	Owner Name	Owner Address
2023219	12/18/2023	Building	Replace 7 support posts	5,378	05W07 12400000	243 BARTON ST	POLK PAUL L & MARIE E	243 BARTON STREET
2023218	12/18/2023	Building	Renovation of existing 2 unit double house	30,000	05E12 08900000	709711 PARK ST	JAM HOUSING LLC	1205 SIXTH AVE
2023216	12/19/2023	Zoning	Replace pickets on existing fence due top rotting. 6 feet tall replacements.	750	05W07 03601000	101 BARTON ST	BOUDMAN PEYTON	101 BARTON STREET
2023212	12/11/2023	Building	SEDA COG renovation of house	61,000	05E07 01300000	432 MILLVILLE RD	McCLOUGHAN SANDRA K	432 MILLVILLE ROAD
2023211	12/7/2023	Building	Interior remodel of existing pharmacy to create an enclosed space for consultation	33,500	05E12 04700000	725 COLUMBIA BLVD	WEIS MARKETS INC	1000 SOUTH SECOND ST
2023205	12/5/2023	Building	Alteration of existing med room and office to make a sterile storage room for L&D	18,008	05E10 02500025	549 FAIR ST	BLOOMSBURG HOSPITAL	549 FAIR STREET
2023203	12/4/2023	Building	2nd floor renovations to apartments	50,000	05E04 01301000	5860 E MAIN ST	MAIN ST REAL ESTATE LLC	6 GRAY ST
2023090	12/4/2023	Building	ADA compliance of former PNC to Columbia County	38,821	05W05 02300000	50 W MAIN ST	COLUMBIA COUNTY HISTORICAL & GENEALOGICAL SOCIETY	PO BOX 360

			Historical and Geneological Society	Geneological SMD				

Total Records: 8

1/19/2024



Town of Bloomsburg

1F-1

Case Report

10/01/2019 - 12/31/2023

Case #	Assigned To	Owner Name	Main Status	Description	Parcel Address	Case Date
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Group: Citation Issued

230323	Gregory Ash	KNAPP ALLEN MITCHELL JR	Citation Issued	Abandon Car	411 WIRT ST	11/13/2023
230319	Kyle Bauman	ROOSA MICHAEL D & SHELLI R DAVID M ROOSA	Citation Issued	Municipal Waste	355 E FIFTH ST	11/10/2023
230305	Michael Reffeor	ALLEN ROGER W & MARTHA L	Citation Issued	No zoning or building permits	741 MARKET ST	10/26/2023
230264	Kyle Bauman	ANDES BRIAN B & JODELL M	Citation Issued	Unlicensed Rental (Pending Adjudication)	639 W PINE AVE	8/30/2023
230238	Gregory Ash	MALIA SHANE P	Citation Issued	Ceiling water damage	208 W FIRST ST	7/25/2023
230236	Gregory Ash	MAKUSZEWSKI ADAMC/O TADEUSZ MAKUSZEWSKI	Citation Issued	Abandon Vehicle	255 E EIGHTH ST	7/17/2023
230118	Gregory Ash	SINGLEY MATTHEW	Citation Issued	Rubbish and debris	66 LINCOLN AVE	4/24/2023
230065	Kyle Bauman	TD CAPITAL MANAGEMENT	Citation Issued	Exterior Conditions (Pending Adjudication)	131 COLUMBIA AVE	3/22/2023
230054	Michael Reffeor	MITCHELL AUDRA I JUSTIN J HARTMAN	Citation Issued	Deck, weeds, rubbish	106 WEST ST	3/2/2023
230020	Gregory Ash	SALAS BERNARDO IBARRA	Citation Issued	Tenant complaint	606 W THIRD ST	1/12/2023
220415	Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Citation Issued	Garbage and pets	217 SUMMIT AVE	12/13/2022

220358	Kyle Bauman	MAKUSZEWSKI ADAM C/O TADEUSZ MAKUSZEWSKI	Citation Issued	Unlicensed Rental (Pending adjudication)	255 E EIGHTH ST	9/27/2022
220227	Michael Reffeor	REIFENDIFER RICHARD & KAREN G C/O GEORGETTA WYNINGS	Citation Issued	Condemned - Unfit for occupancy	217 SUMMIT AVE	7/19/2022
220201	Gregory Ash	SINGLEY MATTHEW	Citation Issued	Tall Grass and Weeds, Soffit/facia repair	66 LINCOLN AVE	7/11/2022
210226	Kyle Bauman	ALL ACCESS MONTOUR LLC	Citation Issued	Structure unfit for human occupancy/ Grass and weeds (9 citations issued)	405 MILLVILLE RD	7/13/2021
210224	Michael Reffeor	Salguero Jainer Ariel Aldana and Leily Marily Ramos Milla	Citation Issued	Grass and weeds	576 Rear Main Street	7/12/2021
210223	Kyle Bauman	IVY LEA PROPERTIES LLC	Citation Issued	Roof Damage & Weeds (Citations Issued)	516518 OLD BERWICK RD	7/12/2021
210215	Michael Reffeor	PENMAN JANINE	Citation Issued	Siding, weeds, rubbish	161 E FIFTH ST	7/1/2021
200466	Michael Reffeor	DEMELFI VINCENT J	Citation Issued	(Plan of action completion 6- 1-21 deadline) Dilapidated structure (2 citations issued)	239241 W FIRST ST	11/5/2020
190049	Kyle Bauman	FEATHERMAN BRADLEY & CHRISTINE	Citation Issued	Exterior Conditions - Several Citations Issued.	571 W THIRD ST	10/22/2019

Group Total: 20

Group: NOV Issued

230335	Kyle Bauman	MAUSTELLER KERRY ILIANA MALOCHKA	NOV Issued	Unlicensed Rental	429 W MAIN ST	12/27/2023
230334	Kyle Bauman	WATERS TIMOTHY T & CHRISTY L	NOV Issued	Unlicensed Rental	528 W THIRD ST	12/27/2023
230333	Kyle Bauman	SHOEMAN WALTER R & BONNIE K J	NOV Issued	Unlicensed Rental	921 OLD BERWICK RD	12/27/2023
230328	Gregory Ash	MVRN TEN LLC	NOV Issued	Broken Window	53 W MAIN ST	12/6/2023
230316	Gregory Ash	WELCH GRIFFIN B	NOV Issued	Hazardous Tree	161163 E FOURTH ST	11/9/2023
230314	Michael Reffeor	OHK REALTY LLC	NOV Issued	Crosswinds Counseling - No permit for work done UCC	140 MARKET ST	10/3/2023
230312	Gregory Ash	JAM HOUSING LLC	NOV Issued	water leak	621623 OLD BERWICK RD	11/6/2023
230310	Gregory Ash	SLOTTERBACK DANIEL W	NOV Issued	Water leak	516518 E THIRD ST	11/2/2023
230301	Michael Reffeor	LAFATA GIUSEPPE & EDITH	NOV Issued	Unsanitary conditions	450452 EAST ST	12/7/2023
230298	Gregory Ash	HERRITY PATRICIA V	NOV Issued	Unsanitary	349 E FOURTH ST	10/17/2023
230291	Gregory Ash	MAY WILLIAM E & SARAH G	NOV Issued	Mildew Growth	591593 W MAIN ST	10/12/2023
230286	Michael Reffeor	MOT EPHRAIM REALTY LLC C/O CHAIM SCHEINBAUM	NOV Issued	Tall grass, rubbish, unoccupied building, no water	211 E FIRST ST	10/9/2023
230246	Michael Reffeor	COLUMBIA COUNTY H & A MECH ASSOCIATION	NOV Issued	Dumping in floodplain	900 W MAIN ST	8/2/2023
230226	Michael Reffeor	LENHART RODNEY ALLENJOHN MCINTYRE LENHART	NOV Issued	No building permit for deck	472R E EIGHTH ST	7/13/2023
230202	Kyle Bauman	ROBINHOLT JAMES BC/O RICK & JENNIFER ROBINHOLT	NOV Issued	Grass & Weeds	716 POPLAR STREET	6/19/2023

IF-4

230163	Michael Reffeor	COLUMBIA COUNTY HOUSING CORPORATION	NOV Issued	Unsafe structure	203209 W MAIN ST	5/16/2023
230134	Kyle Bauman	CARL JIMMY L & SARAH M	NOV Issued	Condemnation	215 MILLVILLE RD	5/9/2023
230120	Gregory Ash	KBK MANAGEMENT LLC	NOV Issued	WIndows	125 W MAIN ST	5/1/2023
230072	Michael Reffeor	GLOBAL SPACE DEVELOPING INC	NOV Issued	Structure fire at 10 W Main St	6-16 W MAIN ST (owner)	3/29/2023
220299	Gregory Ash	HERRITY PATRICIA V	NOV Issued	Tall Grass and Weeds	349 E FOURTH ST	8/29/2022
220264	Michael Reffeor	MIOSI THOMAS J & ALEXANDRA	NOV Issued	sidewalk deviation and tree removal	243 E TENTH ST	8/5/2022
220170	Michael Reffeor	VENTURI ENTERPRISE INC	NOV Issued	Weeds and porch	250 W FIRST ST	6/24/2022
220134	Michael Reffeor	VOUGHT JOEL	NOV Issued	Exterior and weeds	430 EAST ST	5/23/2022
210392	Michael Reffeor	MUELLER KENNETH A	NOV Issued	(Action plan in progress) Dilapidated structure	540542 JEFFERSON ST	11/2/2021
210391	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	Unfit for human occupancy	222230 BLACKBERRY AVE	10/29/2021
210347	Michael Reffeor	MAUSTELLER RANDALL J	NOV Issued	No rental license	222230 BLACKBERRY AVE	10/7/2021
200510	Kyle Bauman	Heather LEE	NOV Issued	Condemnation	136 E THIRD ST	12/28/2020
200486	Michael Reffeor	WATTS KURT	NOV Issued	Dilapidated structure	531 CATHERINE ST	1/25/2021
200482	Michael Reffeor	KRANIG RUTH C	NOV Issued	Floodplain violations	516 FORT MCCLURE BLVD	12/11/2020
190018	Kyle Bauman	CARTWRIGHT JOHN M	NOV Issued	Unsafe Structure	587589 W MAIN ST	10/8/2019

Group Total: 30

Group: Open

230332	Kvle Bauman	B & B	Open	No heat in	660 OLD	12/26/2023
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		INVESTORS		Apt.	BERWICK RD	
230325	Gregory Ash	CENTRE2 LLC	Open	Non-Livable Conditions	405 EAST ST	11/16/2023
230320	Gregory Ash	BARTON ROBERT E & ANNE L JR	Open	large tree stump needs removed	106 E FIFTH ST	11/11/2023
230317	Kyle Bauman	BROBST WILLIAM C	Open	Trip Hazard	102 MARKET ST	11/10/2023
230313	Kyle Bauman	CHYKO MICHAEL A & DEBARA L	Open	Water leak/damage	556 W THIRD ST	11/7/2023
230294	Kyle Bauman	KESTER ANTOINETTE	Open	Exterior Conditions	290 W ELEVENTH ST	10/13/2023
230270	Michael Reffeor	WOLFE DANIEL L ESTATE GLORIA BLOOM	Open	Sidewalk deteriorated	230 E FIRST ST	8/30/2023
230234	Michael Reffeor	NARN BLOOMSBURG LLC	Open	Structural support of porch	303 Glenn Ave	12/5/2023
230205	Michael Reffeor	HERCZKU JOAN MARIE	Open	Foul smell in apartment	917 IRON ST	6/21/2023
230062	Kyle Bauman	LEININGER L ROBERT	Open	Condemnation - Closing of Vacant Building	222224 W EIGHTH ST	3/16/2023
230029	Michael Reffeor	EHRENZELLER MORGAN	Open	Abandoned structure - exterior issues	316 WALLER AVE	2/7/2023
230021	Kyle Bauman	KISSINGER RYAN L & CAITLINN	Open	Garbage and rubbish (Pending Adjudication)	235239 W MAIN ST	1/24/2023
210378	Kyle Bauman	SHANNON STEVEN R	Open	Junk Vehicles, prohibited furniture, Exterior Conditions	137 MILLVILLE RD	10/18/2021

Group Total: 13

Group: Stop work order

230255	Michael Reffeor	COLUMBIA COUNTY H & A MECH ASSOCIATION	Stop work order	No permit	900 W MAIN ST	8/22/2023

Group Total: 1 IF-6



Total Records: 64

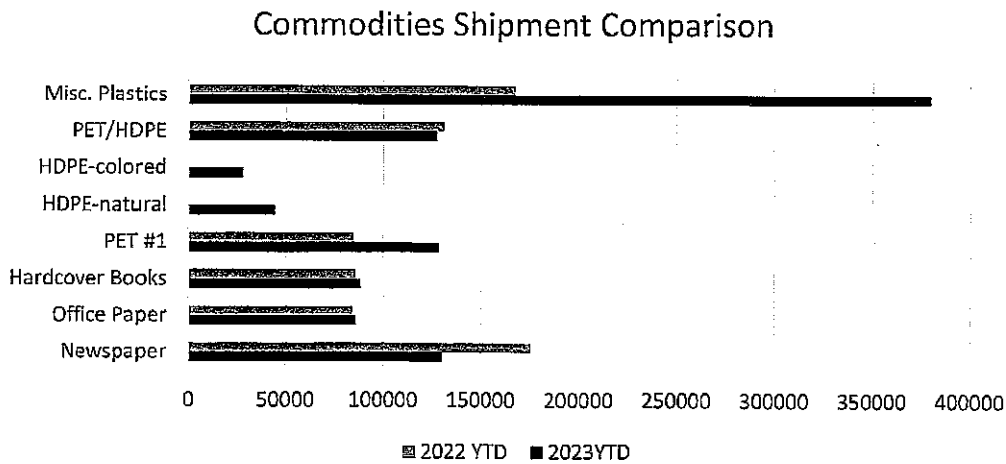
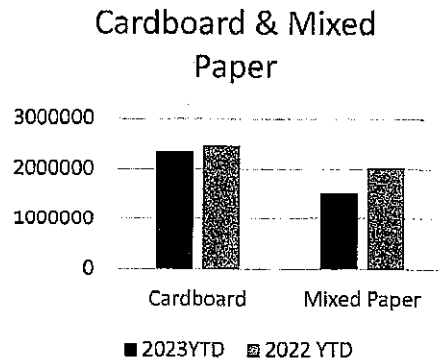
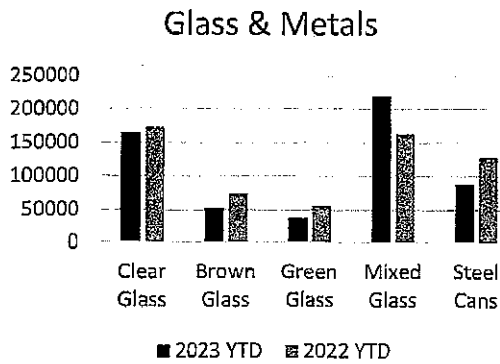
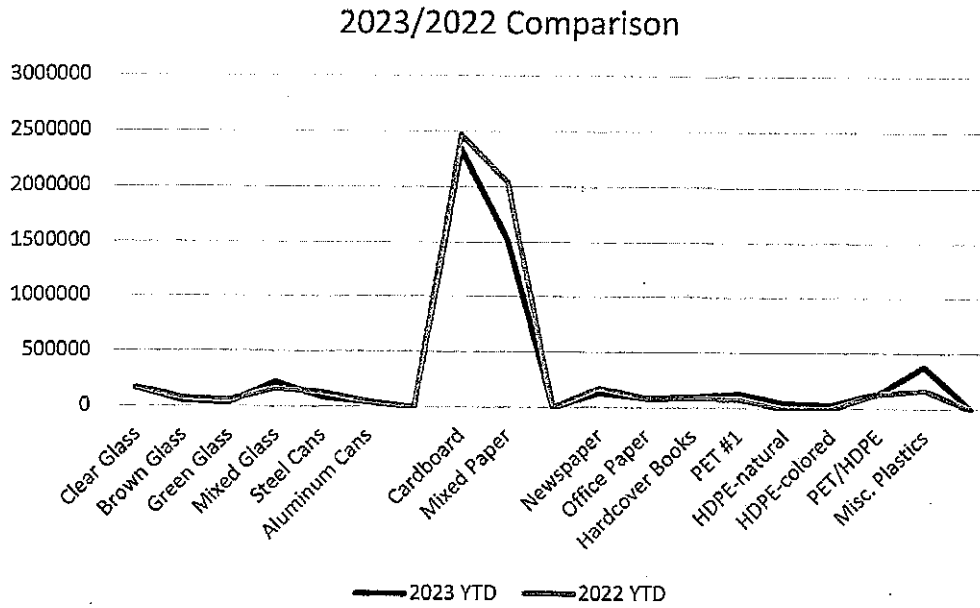
1/19/2024

**BLOOMSBURG RECYCLING CENTER
MONTHLY SUMMARIES
DECEMBER 2023**

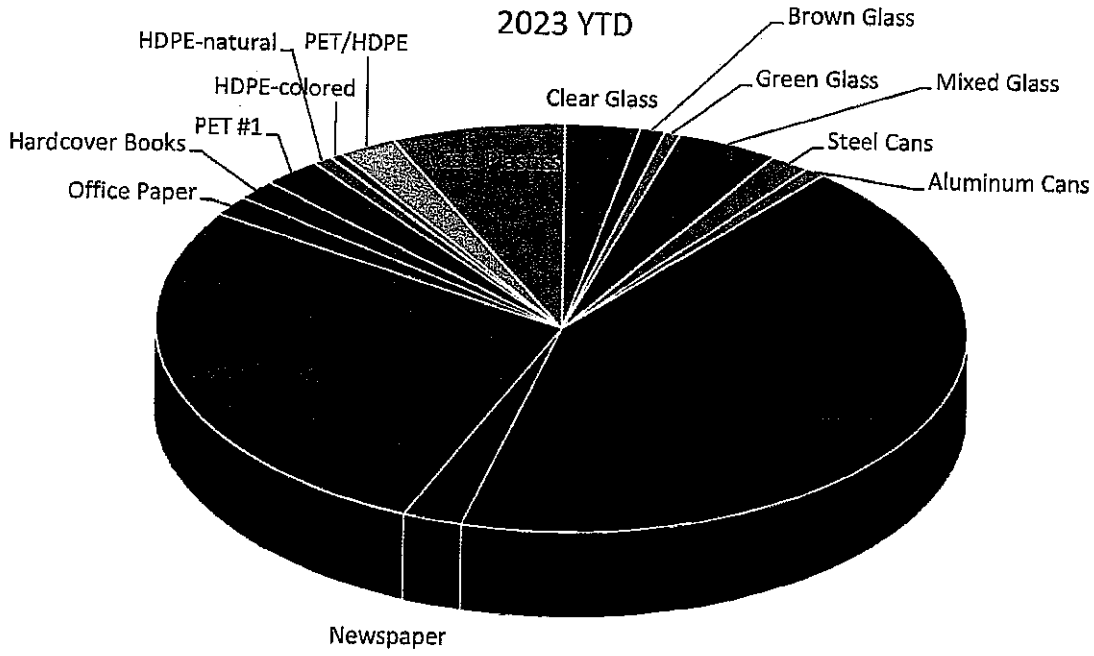
I.	<u>COLLECTIONS:</u>	<u>Tons</u>
	A. Bloomsburg Curbside	11.58
	B. Commercial Collections	115.53
	C. Center Drop-Off's	77.49
	D. Cluster Collections	0.21
	MONTHLY TOTAL	<u>204.81</u>

II.	<u>SHIPMENTS:</u>	2023 YTD	2022 YTD	
				DEC
	Clear Glass	164675	172140	0
	Brown Glass	53345	74750	0
	Green Glass	35235	56450	0
	Mixed Glass	220285	162870	34730
	Steel Cans	87985	129055	0
	Aluminum Cans	43865	51595	9915
		<u>2023YTD</u>	<u>2022 YTD</u>	
	Cardboard	2347265	2472560	217885
	Mixed Paper	1519315	2040965	286310
		<u>2023YTD</u>	<u>2022 YTD</u>	
	Newspaper	130190	175485	0
	Office Paper	86000	84125	0
	Hardcover Books	88285	85580	43785
	PET #1	128095	84760	0
	HDPE-natural	44375	0	0
	HDPE-colored	28115	0	0
	PET/HDPE	127410	130990	0
	Misc. Plastics	379765	167405	0
	TOTAL POUNDS	5484205	5888730	592625
	TOTAL TONNAGE	<u>2742.10</u>	<u>2944.37</u>	296.31

BLOOMSBURG RECYCLING CENTER MONTHLY SUMMARIES DECEMBER 2023

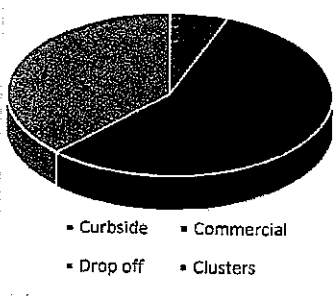


BLOOMSBURG RECYCLING CENTER SHIPMENT SUMMARY



- Clear Glass
- Brown Glass
- Green Glass
- Mixed Glass
- Steel Cans
- Aluminum Cans
- Cardboard
- Newspaper
- Mixed Paper
- Office Paper
- Hardcover Books
- PET #1
- HDPE-natural
- HDPE-colored
- PET/HDPE
- Misc. Plastics

COLLECTIONS



- Curbside
- Commercial
- Drop off
- Clusters

14-1

bjt

**Bloomsburg Municipal Airport
2023- Year End Summary**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Increase
<i>Gallons</i> 2023	1106.2	1390.5	1542	1812.6	2677.7	2366.8	3021.2	4005.3	1968.5	1849	1744.3	822.9	24307	
2022	1181.4	2779	1979.3	1978.4	1746.1	2456.6	1654	1780.8	1738.7	1281.7	1320.2	1476.1	21,372.30	2,934.70
2021	659.6	525.5	1102.9	1469	1941.6	2387.5	1691.1	1840.3	2247.4	1385.3	1996	1310.7	18,556.90	1146.5
COVID -----2020	997.4	1057	1080	543.1	1749.6	1571.8	2392.3	2453.3	2363.4	2035	1432.8	522.9	18,198.60	358.3
2019													16,430.40	2208.6
2018													14,221.80	1372.5
2017													12,849.30	7976
2016	Major fuel Farm Maintenance / Install Recovery System / Clean Tank												4,873.30	-7662.5
2015													12,535.80	0
Courtesy Car 2023	Total Gallons of Fuel Purchased by Pilots Who Used the Courtesy Car												1350.6	Gallons
Places Visited	Stephs	Hair Cut	BU	Mifflinville	Danville	F. Food	Rose M	T. Hill	Bagel	Quaker	Knoe	Geisinger		
No of Times Visted	1	1	5	1	3	4	7		1	1	1	5	30	
Places Visited	Diner	BI Nat	BuckHrn	Ding Tea	Bike Barr	Nan	arigrount	Tiffany	Hamptor	Inn	Ricketts	Berwick		
No of Times Visted	21				1	1	4	1	1	7	1	4	41	
FLIGHT OPERATIONS 2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Logged, not related to fuel	34	40	50	30	50	70	38	60	26	30	50	50	528	
Helicopters	32	35	35	45	25	27	120	20	130	50	50	50	619	
Training	220	840	640	440	1000	1120	2054	2190	1140	1020	1080	320	12064	
Training	680	300	364	900	700	360	966	940	300	540	340	240	6630	
From Fuel Log L & T	45	104	100	108	180	162	386	176	102	200	260	76	1899	
Missed	75	65	65	70	70	100	100	100	100	100	100	100	1045	
CAS	60	60	60	60	60	60	60	60	60	60	60	60	\$22,785.00	
Operatons 2017 - 2023	2017	2018	2019	2020	2021	2022	2023							
	9050	9050	9100	10600	10600	15743	22785							
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Conference Room Rental	400	450	675	150	450	50	100	200	50	150	50	0	\$2,725.00	
Landing Fees			500							75				
Non-Revenue Events	0	Chili	PB/FAA	PB/YE/FAA	FAA	B/YE/FAA	FAA	B/YE/FAA	PB/Run	0	0	Gathering		
Events						350			350				\$700.00	
RAY SCHOLARSHIPS	2021	\$10,000	2022	\$20,000	2023	\$33,000.00	2024	Applied for 2200	Pending Award					

Airport Coordinator, BJ Teichman, MS

2023 - Dec
Airport Summary

1H-2

		Inches	Gallons	Clock Gauge	Stick Gauge
A	Beginning 1 Dec	62.875	3,479.80	X	
	Ending 31 Dec	50.25	2656.3	X	
B	Local Fuel Sold	726.40			
	Transient Fuel Sold	96.50			
	Total Gallons Sold	822.90	Matches Dec. Invoicing		
C.	Courtesy Car	Rose Marie's			
	Courtesy Car	Steph's Subs			
	Courtesy Car	Applebee's			
	Courtesy Car	Weis			
	Gallons Fuel Purchased	0			
				Operations	
D	DEC. Flight Activity	Logged, not related to fuel		50	
	Many are night ops	Military	Helicopters	30	
		Helicopters	Training	20	
		Training		320	
		Training		240	
		From Fuel Log		76	
			Sub total	736	
E	Anticipated # of operations missed in 1 month			100	
			Subtotal	836	
F	Columbia Aircraft Services			60	
	There are likely more for CAS in this category				
			TOTAL	896	Operations
G	Conference Rm:	No Rental in Dec			
H.	2022 Total Dec Gallons	1476.1			
I	2023 Total Dec Gallons	822.9			
J	2023 Total Gallons	24307	2023 Total Ops	22,785	
K	2022 Total Gallons	-21372.3	Ops have increased 4 times since 2016		
	Increased Gallons in 2023	2934.7			

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Bloomsburg Volunteer Firefighters Relief Association

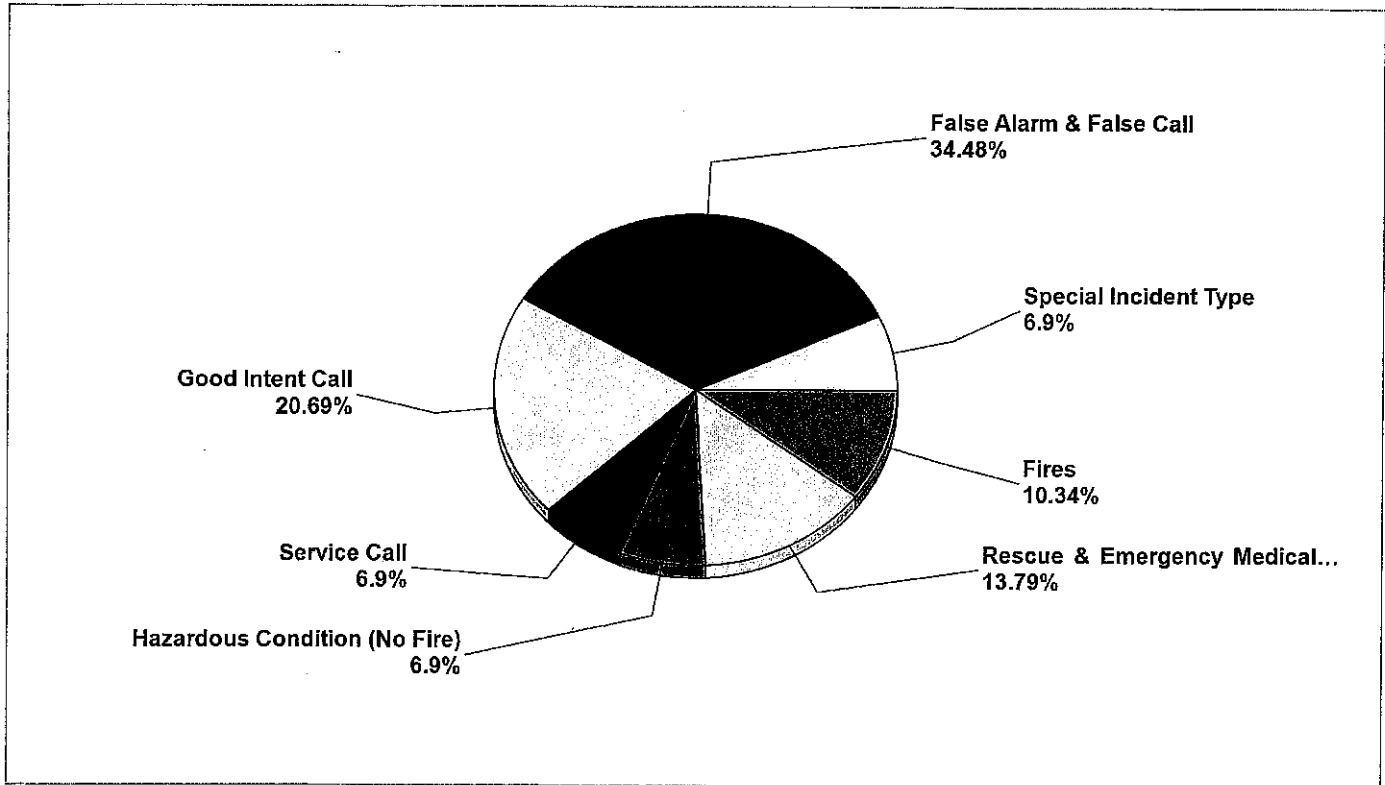


Bloomsburg, PA

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 12/01/2023 | End Date: 12/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	10.34%
Rescue & Emergency Medical Service	4	13.79%
Hazardous Condition (No Fire)	2	6.9%
Service Call	2	6.9%
Good Intent Call	6	20.69%
False Alarm & False Call	10	34.48%
Special Incident Type	2	6.9%
TOTAL	29	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	6.9%
160 - Special outside fire, other	1	3.45%
311 - Medical assist, assist EMS crew	3	10.34%
353 - Removal of victim(s) from stalled elevator	1	3.45%
400 - Hazardous condition, other	1	3.45%
463 - Vehicle accident, general cleanup	1	3.45%
511 - Lock-out	1	3.45%
553 - Public service	1	3.45%
611 - Dispatched & cancelled en route	3	10.34%
622 - No incident found on arrival at dispatch address	1	3.45%
631 - Authorized controlled burning	1	3.45%
651 - Smoke scare, odor of smoke	1	3.45%
700 - False alarm or false call, other	1	3.45%
730 - System malfunction, other	1	3.45%
733 - Smoke detector activation due to malfunction	4	13.79%
743 - Smoke detector activation, no fire - unintentional	4	13.79%
900 - Special type of incident, other	2	6.9%
TOTAL INCIDENTS:	29	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Bloomsburg Volunteer Firefighters Relief Association



Bloomsburg, PA

This report was generated on 1/6/2024 9:51:14 PM

Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 12/01/2023 | End Date: 12/31/2023

PERSONNEL	COUNT	PERCENTAGE
Adams , Dave	2	6.90 %
Barton , Todd	7	24.14 %
Beyer , Mike	10	34.48 %
Blass, Brad	1	3.45 %
Cox, Tanner	11	37.93 %
Dove, Richard	4	13.79 %
Greenjack , Steve	9	31.03 %
Haggerty, Michael	12	41.38 %
Hall, Chris	4	13.79 %
Harner , Gary	22	75.86 %
Hess, Robert	8	27.59 %
Hillman , Ken	11	37.93 %
Kile , Dan	7	24.14 %
Kile , Elizabeth	4	13.79 %
Knelly , Charles	3	10.34 %
Kuhar , Dennis	1	3.45 %
Mahon , John	15	51.72 %
McBride , Nancy	1	3.45 %
McBride , Scott	11	37.93 %
McBride, Bella	1	3.45 %
McBride, Colby	4	13.79 %
Reynolds , Jason	16	55.17 %
Reynolds, Lukas	16	55.17 %
Rubendall, Mike	3	10.34 %
Snyder , Tom	1	3.45 %
Szkodny, Cooper	8	27.59 %
Thomas , Todd	4	13.79 %
Thomas, Cael	2	6.90 %
Trelease, Charles	5	17.24 %
Vought , Tom	1	3.45 %
Sum of Individual Responses	204	
Total Incidents for Date Range	29	

Includes incidents where personnel responded to on or off an apparatus. Only REVIEWED incidents included.



Bloomsburg Volunteer Firefighters Relief Association

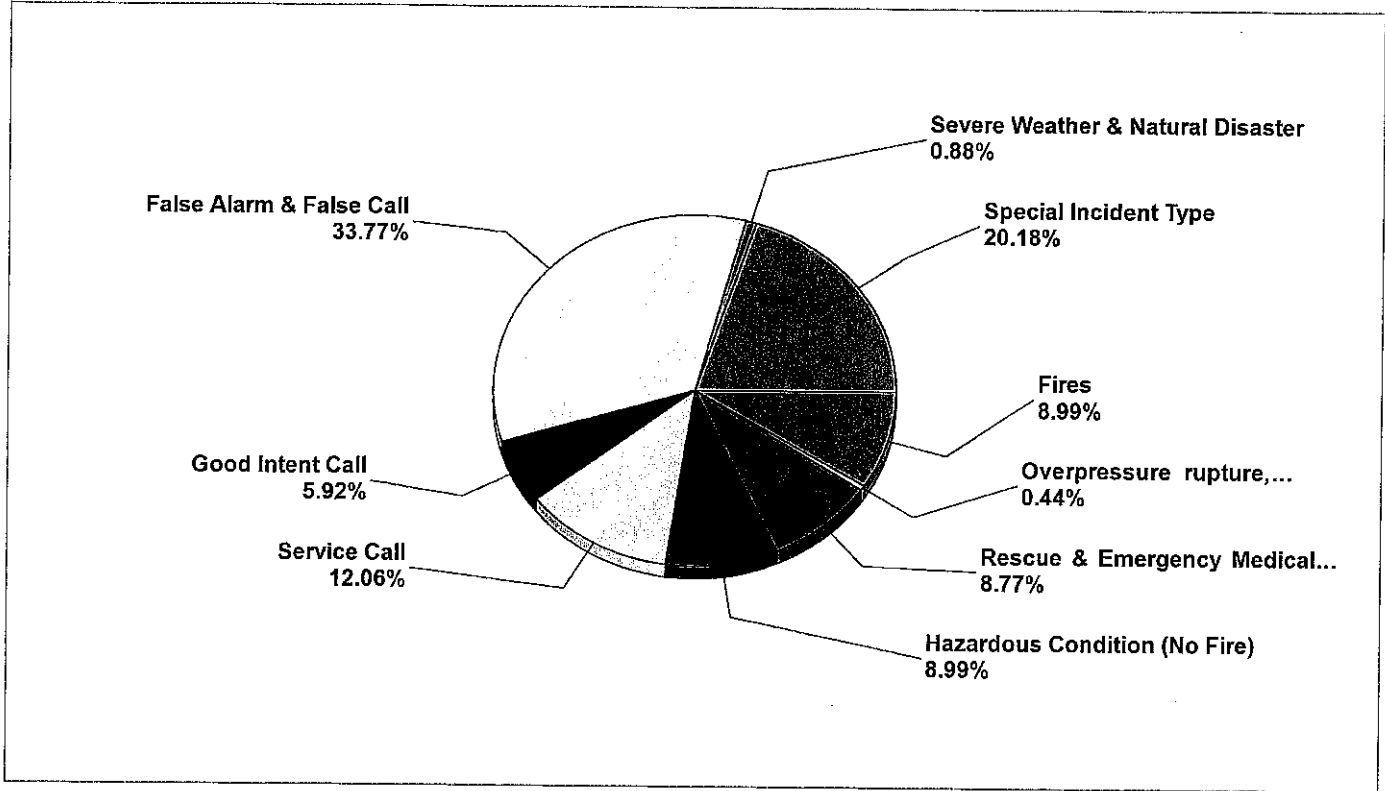
114

Bloomsburg, PA

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 12/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	41	8.99%
Overpressure rupture, explosion, overheating - no fire	2	0.44%
Rescue & Emergency Medical Service	40	8.77%
Hazardous Condition (No Fire)	41	8.99%
Service Call	55	12.06%
Good Intent Call	27	5.92%
False Alarm & False Call	154	33.77%
Severe Weather & Natural Disaster	4	0.88%
Special Incident Type	92	20.18%
TOTAL	456	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.22%
111 - Building fire	23	5.04%
112 - Fires in structure other than in a building	1	0.22%
113 - Cooking fire, confined to container	4	0.88%
116 - Fuel burner/boiler malfunction, fire confined	1	0.22%
131 - Passenger vehicle fire	3	0.66%
141 - Forest, woods or wildland fire	2	0.44%
142 - Brush or brush-and-grass mixture fire	1	0.22%
154 - Dumpster or other outside trash receptacle fire	4	0.88%
160 - Special outside fire, other	1	0.22%
200 - Overpressure rupture, explosion, overheat other	1	0.22%
251 - Excessive heat, scorch burns with no ignition	1	0.22%
311 - Medical assist, assist EMS crew	11	2.41%
322 - Motor vehicle accident with injuries	7	1.54%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.22%
324 - Motor vehicle accident with no injuries	7	1.54%
331 - Lock-in (if lock out , use 511)	1	0.22%
352 - Extrication of victim(s) from vehicle	1	0.22%
353 - Removal of victim(s) from stalled elevator	8	1.75%
363 - Swift water rescue	3	0.66%
365 - Watercraft rescue	1	0.22%
400 - Hazardous condition, other	2	0.44%
410 - Combustible/flammable gas/liquid condition, other	2	0.44%
412 - Gas leak (natural gas or LPG)	9	1.97%
420 - Toxic condition, other	1	0.22%
424 - Carbon monoxide incident	2	0.44%
440 - Electrical wiring/equipment problem, other	4	0.88%
442 - Overheated motor	2	0.44%
445 - Arcing, shorted electrical equipment	2	0.44%
461 - Building or structure weakened or collapsed	1	0.22%
463 - Vehicle accident, general cleanup	14	3.07%
480 - Attempted burning, illegal action, other	2	0.44%
511 - Lock-out	11	2.41%
520 - Water problem, other	1	0.22%
522 - Water or steam leak	1	0.22%
542 - Animal rescue	1	0.22%
550 - Public service assistance, other	1	0.22%
551 - Assist police or other governmental agency	21	4.61%
553 - Public service	14	3.07%
555 - Defective elevator, no occupants	1	0.22%
561 - Unauthorized burning	4	0.88%
611 - Dispatched & cancelled en route	15	3.29%
621 - Wrong location	1	0.22%
622 - No incident found on arrival at dispatch address	6	1.32%
631 - Authorized controlled burning	2	0.44%
650 - Steam, other gas mistaken for smoke, other	1	0.22%
651 - Smoke scare, odor of smoke	2	0.44%
700 - False alarm or false call, other	5	1.1%
710 - Malicious, mischievous false call, other	14	3.07%
721 - Bomb scare - no bomb	1	0.22%
730 - System malfunction, other	8	1.75%
733 - Smoke detector activation due to malfunction	20	4.39%
734 - Heat detector activation due to malfunction	2	0.44%
735 - Alarm system sounded due to malfunction	6	1.32%
736 - CO detector activation due to malfunction	2	0.44%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
740 - Unintentional transmission of alarm, other	9	1.97%
741 - Sprinkler activation, no fire - unintentional	2	0.44%
743 - Smoke detector activation, no fire - unintentional	67	14.69%
744 - Detector activation, no fire - unintentional	3	0.66%
745 - Alarm system activation, no fire - unintentional	13	2.85%
746 - Carbon monoxide detector activation, no CO	2	0.44%
800 - Severe weather or natural disaster, other	2	0.44%
813 - Wind storm, tornado/hurricane assessment	2	0.44%
900 - Special type of incident, other	90	19.74%
911 - Citizen complaint	2	0.44%
TOTAL INCIDENTS:	456	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Bloomsburg Volunteer Firefighters Relief Association ✕

Bloomsburg, PA

This report was generated on 1/6/2024 9:54:26 PM

Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 01/01/2023 | End Date: 12/31/2023

PERSONNEL	COUNT	PERCENTAGE
Adams, Dave	53	11.62 %
Barton, Todd	72	15.79 %
Bergenstock, Caden	9	1.97 %
Beyer, Mike	93	20.39 %
Blass, Eric	6	1.32 %
Blass, Brad	22	4.82 %
Blass, Sharon	1	0.22 %
Confer-Fuller, Joshua	1	0.22 %
Cox, Tanner	105	23.03 %
Davis, Todd	6	1.32 %
DiLossi, James	9	1.97 %
Dove, Richard	25	5.48 %
Dressler, Derek	2	0.44 %
Dressler, Grace	2	0.44 %
Frantz, Nolan	23	5.04 %
Gearhart, Corey	2	0.44 %
Greenjack, Steve	47	10.31 %
Gross, Hugh	1	0.22 %
Haga, Logan	2	0.44 %
Haggerty, Michael	187	41.01 %
Hall, Chris	4	0.88 %
Harner, Gary	221	48.46 %
Hess, Robert	109	23.90 %
Hillman, Ken	138	30.26 %
Houseknecht, Todd	1	0.22 %
Jolly, Patrick	68	14.91 %
Kile, Dan	66	14.47 %
Kile, Elizabeth	40	8.77 %
Kline, Herb	1	0.22 %
Knelly, Charles	29	6.36 %
Kuhar, Dennis	13	2.85 %
Learn, Jack	17	3.73 %
Mahon, John	104	22.81 %
Martin, John	3	0.66 %
McBride, Nancy	5	1.10 %
McBride, Scott	269	58.99 %
McBride, Bella	1	0.22 %
McBride, Colby	39	8.55 %

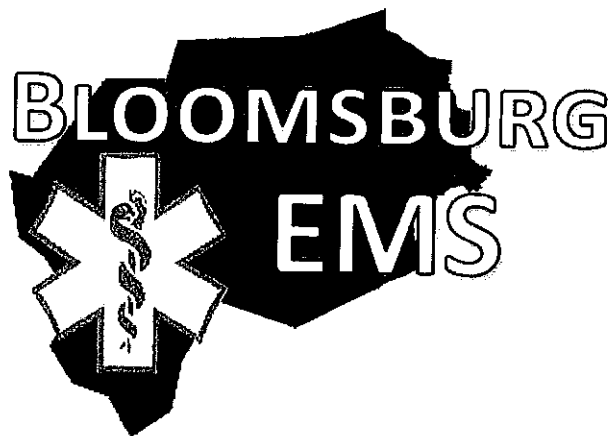
PERSONNEL	COUNT	PERCENTAGE
McBride, Gavin	1	0.22 %
Moyer, John	4	0.88 %
Ohl, Gary	8	1.75 %
Rehrig, Mike	3	0.66 %
Reynolds, Brad	3	0.66 %
Reynolds, Jason	180	39.47 %
Reynolds, Lukas	178	39.04 %
Richards, Kevin	1	0.22 %
Rubendall, Mike	62	13.60 %
Schaeffer, Richard	22	4.82 %
Snyder, Tom	42	9.21 %
Sykes, Lindsay	10	2.19 %
Szkodny, Cooper	75	16.45 %
Thomas, Todd	100	21.93 %
Thomas, Cael	36	7.89 %
Trelease, Charles	77	16.89 %
Vought, Tom	14	3.07 %
Sum of Individual Responses	2612	
Total Incidents for Date Range	456	

Includes incidents where personnel responded to on or off an apparatus. Only REVIEWED incidents included.

Emergency Medical Services Monthly Report

For the Month of

December
2023



A community partnership of Bloomsburg Volunteer Ambulance Association, Inc.
and Greater Columbia Medical Transport Service, LLP

The purpose of this report is to provide statistics on the EMS Activities of the
Bloomsburg Volunteer Ambulance Association and
Greater Columbia Medical Transport Service, LLP
for the municipal government of the Town of Bloomsburg

*This report only reflects what was documented by our EMS providers
and verified by patient care reports submitted to the state.*

Questions regarding the report can be directed to

Lee V. Rosato, NR-P, CC-P

Executive Director of GCMTS, LLP

lrosato.gcmts@gmail.com

Monthly Analytics

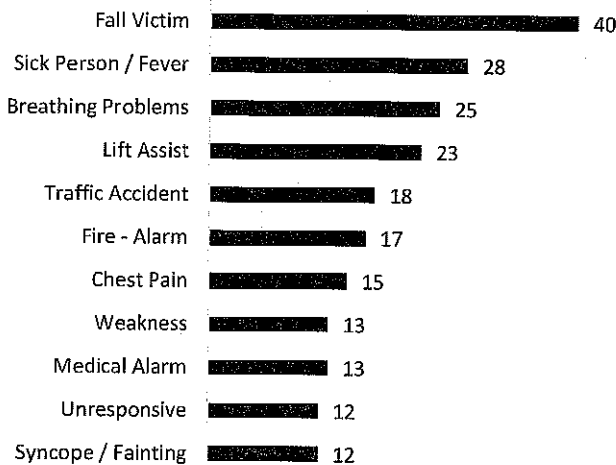
The overall number of EMS calls dispatched by the East Central Emergency Network 911 Center for this reporting period.

	<u>n</u>	<u>Bloomsburg</u>	
Bloomsburg Vol Amb Association (BLS)	346	130	37.6%
Greater Columbia Med Transport (ALS)	<u>274</u>	<u>102</u>	<u>37.2%</u>
	620	232	37.4%

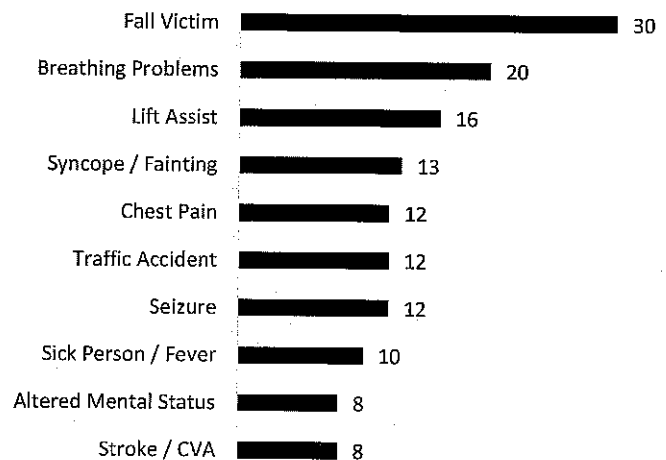
The number one monthly complaint reported to the East Central Emergency Network 911 Center by the public who requesting our agencies to respond emergent throughout Columbia and the surrounding counties to provide emergency medical care during this reporting month.

	<u>n</u>
Bloomsburg Vol Amb Association (BLS)	<i>Fall Victim</i> 46
Greater Columbia Med Transport (ALS)	<i>Sick Person / Fever</i> 31

BVAA - Top 10 Complaints



GCMTS - Top 10 Complaints



The number of EMS calls dispatched within our primary response area and mutual aid responses dispatched by the East Central Emergency Network 911 Center for this reporting period.

	<u>Primary</u>	<u>Mutual Aid</u>	
Bloomsburg Vol Amb Association (BLS)	311	35	11%
Greater Columbia Med Transport (ALS)	<u>243</u>	<u>31</u>	<u>13%</u>
	554	66	

The overall hours spent handling EMS calls dispatched by the East Central Emergency Network 911 Center for this reporting period.

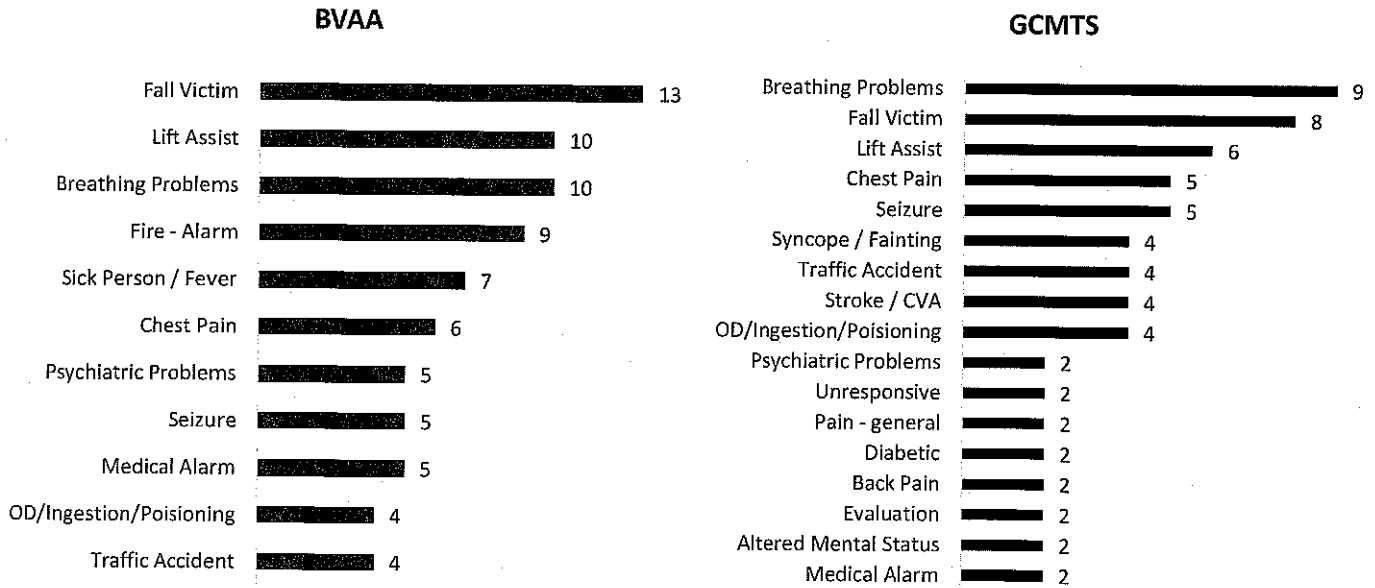
	<u>n</u>	<u>Bloomsburg</u>	<u>Other MCD</u>
Bloomsburg Vol Amb Association (BLS)	324.9	86.5	238.5
Greater Columbia Med Transport (ALS)	<u>198.0</u>	<u>61.0</u>	<u>136.9</u>
	522.9	147.5	375.4

Analytics for the Town of Bloomsburg

The number one monthly medical emergency complaint reported in the Town of Bloomsburg.

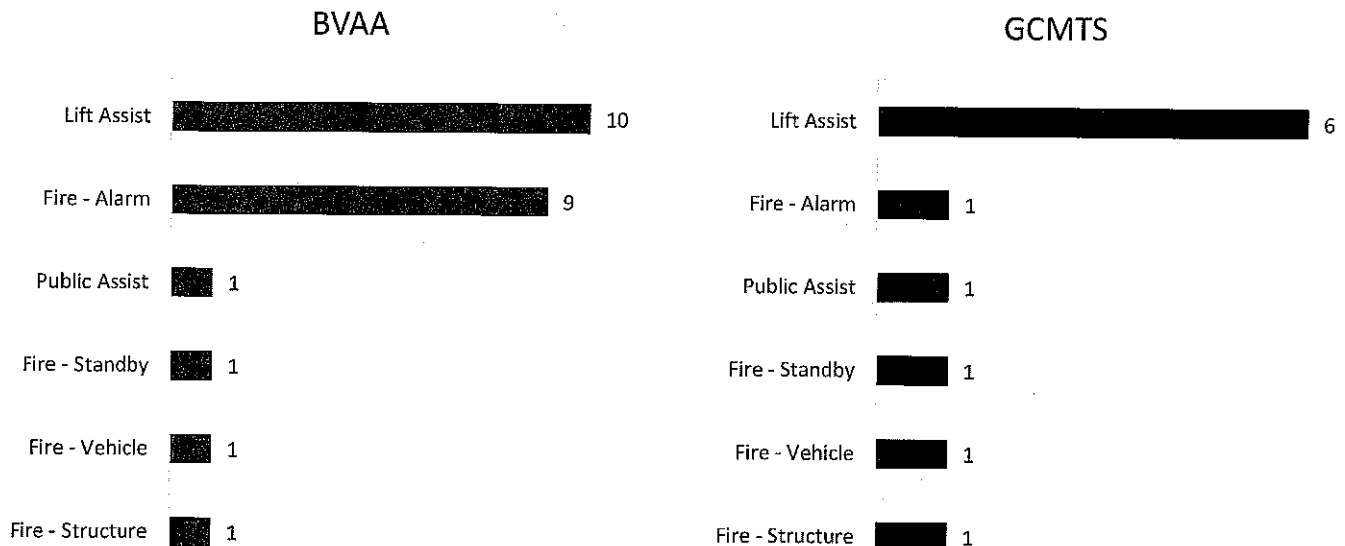
Bloomsburg Vol Amb Association (BLS)	<i>Fall Victim</i>	<u>n</u> 14
Greater Columbia Med Transport (ALS)	<i>Sick Person / Fever</i>	12

Top 10 Complaints in the Town of Bloomsburg



The number of community service calls dispatched in the Town of Bloomsburg.

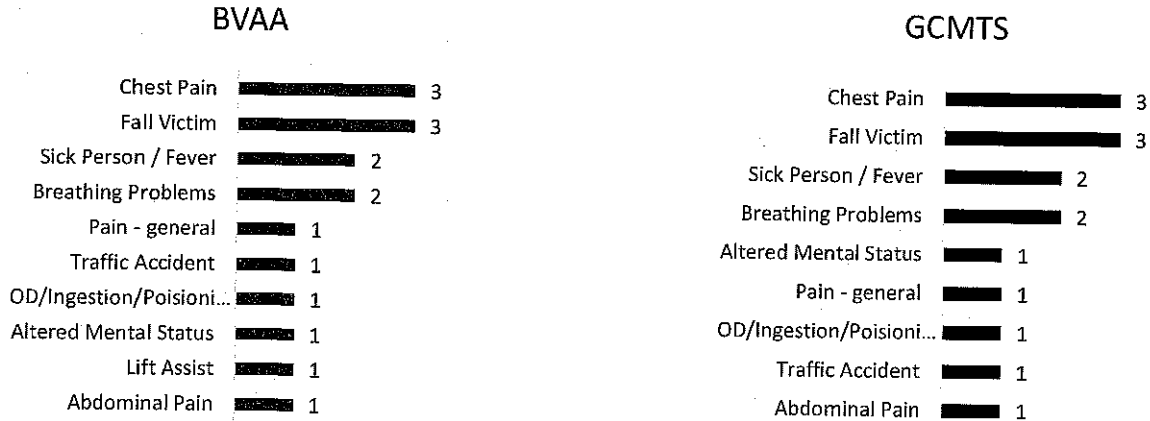
Bloomsburg Vol Amb Association (BLS)	<u>Bloomsburg</u> 25
Greater Columbia Med Transport (ALS)	<u>11</u> 36



The number of EMS calls missed in the Town of Bloomsburg due to commitment on prior incidents dispatched by the East Central Emergency Network 911 Center for this reporting period.

Bloomsburg Vol Amb Association (BLS)
Greater Columbia Med Transport (ALS)

n
 22
21
 43



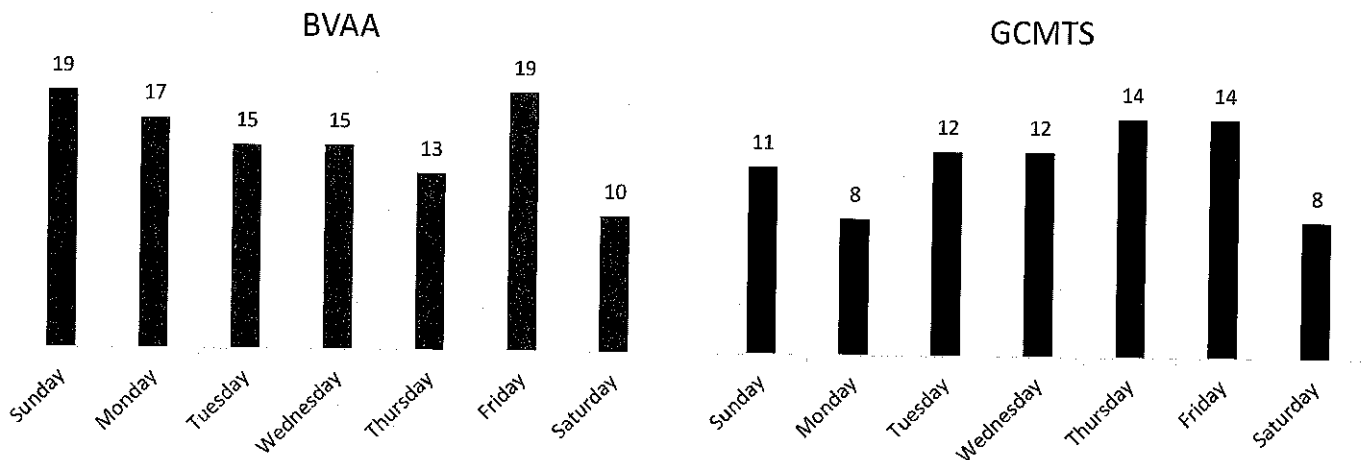
The number of patients transported from the Town of Bloomsburg requiring further care and management.

Bloomsburg Vol Amb Association (BLS)
Greater Columbia Med Transport (ALS)

n
 57
25
 82

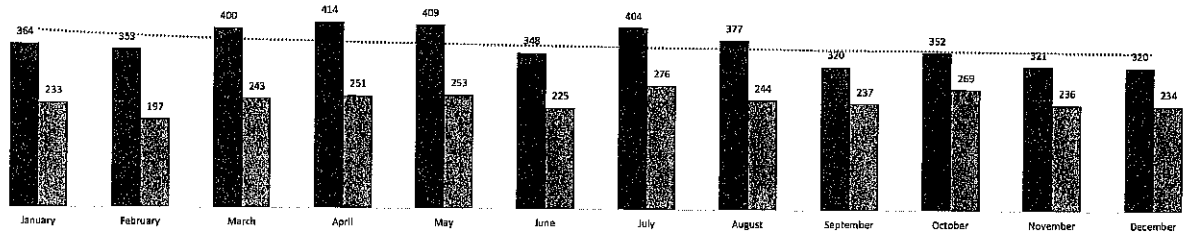


The busiest weekdays for EMS calls in the Town of Bloomsburg.



	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTALS			
	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS	BVAA	GCMTS		
Overall	364	233	353	197	400	243	414	251	409	253	348	225	404	276	377	244	320	237	352	269	321	236	320	234	4,382	2,898		
EMS Calls	309	195	300	159	309	208	359	212	350	209	282	182	353	237	337	220	293	215	321	242	293	209	292	208	3,808	2,498		
Primary Area	55	38	53	38	91	35	65	39	59	44	56	43	51	39	40	24	27	22	31	27	28	27	28	26	574	402		
Secondary Area (MA)																												
Destination																												
GBH	123	60	118	53	128	52	124	54	128	52	107	47	128	45	120	42	99	45	114	44	104	48	103	38	1,396	580		
GMC	93	52	102	54	107	66	106	65	103	43	97	61	112	60	85	48	87	44	80	42	70	39	70	48	1,112	622		
GWV																												
GSACH																												
LVH-N																												
LZ																												
UPMC																												
Other																												
Coroner	1	2	1	1	1	1	1	1	1	1	1	1	1	1	32	2	1	1	1	1	1	1	1	1	33	2		
Total	217	112	224	109	236	120	235	120	231	96	205	111	243	108	237	92	188	91	195	87	177	88	176	87	2,564	1,221		
Hours on the Job	391.5	238.9	359.9	239.3	414.9	244.1	344.3	196.2	348.4	212.6	1012.3	233.7	390.7	271.8	280.6	195.8	334.8	218.5	350.6	233.4	274.2	217.9	273.1	212.4	4,765.2	2,714.5		
Busiest Weekday	THR	THR	FRI	MON	THR	FRI	MON	SUN	MON	MON	THUR	THUR	MON	MON	WED	WED	FRI	SAT	MON	THU	THU	THU	THU	SUN	4,765.2	2,714.5		
Top Monthly Complaint	37	29	45	30	28	29	52	33	38	32	38	32	44	42	53	31	41	29	47	35	40	30	52	33	515	385		
Town of Bloomsburg																												
EMS Calls	109	60	139	76	134	85	162	98	138	86	110	70	131	96	107	93	137	107	145	114	125	95	125	93	1,562	1,073		
Medical	79	51	114	64	103	72	128	85	108	71	81	57	108	81	72	70	93	79	106	85	87	69	86	67	1,173	851		
Community Service	17	3	14	5	20	5	24	7	19	7	7	3	19	10	19	15	23	11	23	13	22	11	23	11	230	161		
Missed	13	6	11	7	11	8	10	6	11	8	12	10	6	5	8	8	21	17	16	16	16	15	16	15	151	121		
Destination																												
GBH	44	19	55	22	52	23	54	27	41	17	32	14	39	14	46	23	30	17	50	18	35	17	35	16	513	227		
GMC	20	16	30	16	25	15	30	21	24	15	30	18	28	14	26	14	30	18	19	10	21	14	21	14	304	181		
Coroner	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	0		
Other																												
Total	65	35	86	38	77	38	84	48	65	32	62	30	68	29	72	37	60	33	69	28	56	31	56	30	820	409		
Hours on the Job	99.1	54.3	103.1	86.4	104.4	68.0	98.6	63.6	86.3	58.4	76.3	43.2	116.2	75.3	63.9	59.1	76.6	69.3	111.3	65.3	76.2	63.5	76.2	60.5	1,088.2	767.8		
Busiest Weekday	SUN	SUN	FRI	FRI	FRI	FRI	SAT	SUN	SAT	MON	THUR	THUR	WED	WED	THU	WED	FRI	FRI	SAT	THU	FRI	FRI	SAT	SUN	1,088.2	767.8		
Top Monthly Complaint	10	6	15	10	16	11	16	12	10	9	10	9	15	16	13	12	12	11	19	14	13	9	16	12	165	131		

OVERALL EMS CALLS of BVAA & GCMTS



BILLS TO BE ACKNOWLEDGED

January 10, 2024

Fund			
01	GENERAL FUND:		
400/486		Administration	\$ 47,236.97
409		Town Buildings	\$ 1,199.71
410		Police Protection	\$ 60,641.14
413		Code Enforcement & Zoning	\$ 51,407.88
415		Emergency Management	\$ 25.54
423		Human Relations	\$ 1,165.00
430/431/433/435/436/437		Public Works	\$ 202,324.01
440		Airport	\$ 17,628.38
454		Town Park	\$ 3,827.41
		Total	<u>\$ 385,456.04</u>
02	STREET LIGHTING FUND		\$ 10,256.22
03	FIRE FUND		\$ 11,120.29
04	RECYCLING FUND		\$ 37,354.57
05	LIBRARY FUND		\$ 3,088.16
31	COMMERCIAL LOAN REPAYMENT		\$ 11,000.00
32	POOL FUND		\$ 380.20
35	LIQUID FUELS FUND		\$ 92,724.08
41	CDBG ENTITLEMENT		\$ 19,908.00
42	CDBG-DR/ FMA		\$ 51,833.35
01	DECEMBER PAYROLL		\$ 281,940.27
	TOTAL BILLS TO BE APPROVED		<u>\$ 905,061.18</u>

Town of Bloomsburg
 List of Vendors- December 2023

Vendor	Description of Payable	Amount
National Elevator Inspection Services, Inc	Elevator Inspection-Admin	\$ 95.00
Mettler-Toledo, LLC	Baler Repair-Recycling	\$ 661.54
Busch Systems	Recycling bins- Recycling	\$ 7,740.45
Diane Levan	Zone Hearing Board- Codes	\$ 50.00
Barbara Hendricks	Curbside Overpayment-Recycling	\$ 72.00
Scott and Kimberly Phillips	Curbside Overpayment-Recycling	\$ 72.00
Amy Wisniewski	Ticket Overpayment-Police	\$ 5.00
Bonnie Crawford	Fountain Décor-Town Park	\$ 127.58
Department of Labor & Industry	Elevator Inspection- Admin	\$ 84.67
Leonard Rogutski	1st Quarter Healthcare-Police	\$ 122.86
Bonfattoa Italian Market	Training-Police	\$ 34.02
Flores & Associates	5% of 2024-Prepaid Expense	\$ 2,179.50

ORDER FORM

This Order Form (the "Order Form"), effective as of _____, is being entered into by and between Passport Labs, Inc. and Town of Bloomsburg, PA ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of _____. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	X
Citation Management Platform ("CMP")	X
Digital Permits for Parking Platform ("DPP")	
License Plate Recognition Platform ("LPR")	

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.25	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.25	Per Transaction
Citation Management Platform ("CMP"):		
CMP Service and License Fee	\$3.50	Per Ticket Paid Online
Monthly Software Licensing Fee	\$1,271.00	Monthly
Cost Per Notification Letter Sent by Passport	\$0.75 plus applicable postage	Per Notification Letter
Merchant Services Fees & Gateway Fees	MPP: 2.7 % + \$0.15/transaction CMP: 2.7% + \$0.20/transaction	
Payment Gateway Fee	MPP: \$0.05/transaction CMP: \$0.05/transaction	
Implementation Fee (One-Time)	\$12,000.00	

¹ 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

Zebra ZQ320 Bluetooth Printer	\$600 ea. (Passport will provide one (1) printer at no cost to Customer)
-------------------------------	--

III. BILLING INFORMATION

Billing Contact Name:	Elise Hughes
Billing Email Address:	ehughes@bloomsburgpa.org
Billing Address:	301 East 2nd Street, Bloomsburg, Pennsylvania 17815

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

Town of Bloomsburg, PA

Passport Labs, Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

SCHEDULE 1

1. MOBILE PAYMENT FOR PARKING

Services:

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

Equipment:

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

Ancillary Fees:

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

Third Party Providers:

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider's (each a "Third Party Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services. Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

2. CITATION MANAGEMENT PLATFORM

Services:

Passport will provide services and license all software, including all web and mobile applications and related documentation, necessary for Customer to operate the CMP, which allows Customer's parking enforcement officers in any or all parking facilities owned or managed by Customer the ability to issue parking citations that may be paid online through Passport's payment portal, as follows:

- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations.
- b) After a number of days as mutually agreed upon by the Parties and reflected in the SOW, parking citations will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased. The "Additional CMP Service and License Fee After Citation Amount Escalation" fees as indicated above shall be applicable to each citation starting with the first letter sent.
- c) Passport will send a second letter after a number of days as mutually agreed upon by the Parties after issuance for each applicable unpaid citation owner.

Equipment:

- a) Customer must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities.
- b) Customer must maintain at its sole cost one (1) wireless data plan for each Android device.
- c) Customer must possess at least one (1) Bluetooth-enabled printer per Android device described above.
- d) If Customer chooses to purchase additional Bluetooth-enabled printers through Passport, the price will be quoted at the time of order.
- e) Customer shall be responsible for applying the necessary configurations to any Android-based handheld devices and any printers it purchases using specifications provided by Passport, provided, however, that Passport shall provide the initial configuration to any printers purchased through Passport.
- f) In addition to the hardware unit costs, Customer will be responsible for paying all shipping costs and printer paper costs.
- g) If Customer orders custom printer paper through Passport, Customer will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a service fee to Passport; Passport is unable to provide estimated costs until specific details of Customer order have been confirmed due to the variable costs of Passport's third-party vendors.

3. Payment Gateway Management Solutions

Passport has integrated the Services with a payment management platform (the "Payments Platform") provided in part by Cybersource Corporation ("Cybersource"). Through the integration, Passport will make available to Customer certain payment management solutions ("PGMS"). Customer's use of PGMS is subject to the following terms and conditions:

- a. **Use of PGMS:** Customer's activity in any way connected with PGMS, including the installation, configuration, and use of PGMS, shall conform in all material respects to (a) the specifications set forth in any applicable documentation provided at any time by either Passport, (b) the Agreement, including, without limitation, all licenses granted under the Agreement, (c) the Payment Card Industry Data Security Standard (as applicable), and (d) the obtainment of appropriate consent for any personal data submitted via or in connection with PGMS at any time. Customer will (1) provide all information reasonably required by Passport to successfully provision an account for Customer; and (2) enter into any applicable agreement with Cybersource and/or applicable third parties as may be reasonably required to utilize PGMS, including, without limitation, any applicable merchant agreement.
- b. **Right of Refusal:** Customer acknowledges and agrees that Passport may, at its discretion, refuse to provide, suspend, or delete Customer's account(s) and/or access to PGMS with immediate effect, in which event Passport will promptly provide Customer with a reasonable written explanation for such refusal, suspension, or deletion.
- c. **Support:** Passport will provide initial support to handle Level-1 support inquiries from Customer, including, without limitation, technical questions, API configuration, connectivity testing and troubleshooting. Customer acknowledges and agrees that Passport may escalate support inquiries to third party vendors pursuant to Passport's procedures detailed in any applicable documentation.
- d. **Account Control:** Customer is solely responsible for maintaining adequate security and control of IDs, passwords, or any other codes for purposes of obtaining access to PGMS. Passport shall be entitled to rely on information it receives from Customer and may assume that all such information was transmitted by or on behalf of Customer.

e. **Warranties:** Customer warrants that its products and/or services (a) do not infringe on or violate the intellectual property rights of any third party, and (b) will not contain any content which violates any laws or third party rights.

f. **Disclaimer:** Notwithstanding any term or condition of the Agreement to the contrary, (a) Customer disclaims Passport and their respective affiliates from any liability to Customer for indirect, incidental, consequential, special or exemplary damage arising from or related to PGMS, and (b) any direct damages in the aggregate, under any legal or equitable theory, arising from or related to PGMS will be limited to fees actually received by Passport for provision of PGMS to Customer during the twelve (12) month period prior to the date that the cause of action arose.

g. **Access to Data:** Customer acknowledges and agrees that both Passport and Cybersource (and their affiliates) may access and use personal information for improving and/or enhancing underlying products used by Customer, detecting data security incidents, or improving and enhancing security and fraud prevention tools for use by Passport, Customer and/or any other clients of Cybersource (or its affiliates).

h. **Supported Payment Methods and Acquirers*:** Customer may select from any of the following processing entities that have existing compatibility with PGMS. Processing entities not listed must be approved by Passport and may be subject to additional connectivity fees.

Passport Payments Merchant Processing
Bank of America Merchant Services (BAMS/Omnipay)
Barclays
Chase Paymentech
Elavon
EVO
First Data Merchant Solutions (FDC Compass)
First Data Merchant Solutions (FDC Nashville Global, f.k.a. FDI Global)
First Data Merchant Solutions (FDMS Nashville)
First Data Merchant Solutions (FDMS South)
Global Payments International (GPN)
PNC
Scotiabank
SunTrust Bank
TSYS
Wells Fargo Bank (FDMS)
WePay
Worldpay
Worldpay (f.k.a. Litle/Vantiv CNP)
Worldpay (f.k.a. Vantiv Direct)

* Subject to modification and updating by Passport from time to time.

4. **Passport Payments Merchant Processing**

Passport will make available to Customer certain merchant processing services as a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

a. **Merchant of Record:** Unless the Customer is designated as the merchant ("Merchant of Record" or "MOR") in the Order Form or another applicable written agreement of the Parties, Passport will serve as the MOR for all payments processed. Where Passport is the MOR, Customer hereby appoints Passport as its limited agent to accept and process payments in connection with the Offerings, and acknowledges that our receipt of payment from End Users in connection with the Offerings is equivalent to receipt of such funds by you. You will provide appropriate tax and banking information to us in order to allow us to make remittances according to the specified remittance schedule.

b. **Branding:** Customer's payment screen(s) will include clear and conspicuous Passport branding in a manner acceptable to Passport and in conformity with applicable card network rules and/or standards. Passport may modify (or request that Customer modify) any payment screen(s) to conform to applicable card network rules and/or standards.

c. **Inquiries and End User Support:** Passport will promptly respond to any cardholder (or end user) inquiries regarding any payments processed by Passport pursuant to the Order Form. Passport also will provide all cardholder (or end user) support for payments processed by Passport pursuant to the Order Form, including, without limitation, dispute resolution as described below. Notwithstanding the foregoing, Passport will provide to Customer information regarding chargebacks, credits, refunds, reversals and/or similar matters via Passport's systems; Passport also will promptly respond to Customer's reasonable requests for information regarding cardholder (or end user) inquiries associated with Customer.

d. **Payment Acceptance:** Payments to be processed only may be initiated by cardholders using Passport authorized mobile and/or web applications.

e. **Payment Methods:** Passport's merchant processing services will accept all major card networks (Visa, Mastercard, Discover, and American Express), as well as alternative payment methods that Passport may accept from time to time (ApplePay and Google Pay). Passport may modify the alternative payment methods accepted from time to time at Passport's sole discretion.

f. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the "merchant of record") for any such transactions.

g. **Dispute Terms:** As the MOR, Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application. Passport reserves the right to reverse payments made to Customer associated with the transaction value for any disputed transactions. If Customer experiences excessive chargebacks, as reasonably determined by Passport, the parties will renegotiate the terms and conditions of this paragraph. Customers may request, in writing, that Passport respond to a dispute by submitting appropriate evidence as required by Passport and any applicable card networks. Notwithstanding the foregoing, Passport retains full authority with respect to managing the chargeback process.

h. **Remittance:** As the Merchant of Record ("MOR"), Passport will remit to Customer from the preceding month within fifteen (15) days of the conclusion of the month, less all applicable fees.

5. **Pricing**

The Order Form includes all applicable fees. Notwithstanding the foregoing, Customer and Passport have agreed to such fees based upon certain estimates and information provided to Passport by Customer, including, without limitation, transaction volume, transaction rates, average dollar amount of transactions, and then-current card network fees and rates. If there are any material and/or non-trivial changes to transaction volume, transaction rates, average dollar amount of transactions, and/or card network fees and rates, Passport may adjust the applicable fees to maintain, as closely as reasonably possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees and/or rates in effect as of the Effective Date.

SCHEDULE 2

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of _____ (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and Town of Bloomsburg, PA ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties." Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant or in relation to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.6. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. "Initial Term" means a period of thirty-six (36) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.9. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. "Licensed Hardware" means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. "Product" means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. "Product-Specific Terms" means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. "Renewal Term" means a period of twelve months following the Initial Term, unless otherwise indicated in an Order Form.

1.17. "Statement of Work" or "SOW" means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. "Substantial Completion Date" means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. "Term" means the Initial Term and any Renewal Term(s).

1.20. "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. "Third Party Products" means Third Party Hardware and Third Party Software.

1.22. "Third Party Software" means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations and ordinances.

4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

7. PRIVACY POLICY; TERMS OF USE

7.1. End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

8. SUPPORT SERVICES

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or help247@passportinc.com (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

9. PRODUCT UPDATES

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

10. UPTIME

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such

month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. Expenses. Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

11.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 17.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

12. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport.

12.2. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

13. PAYMENT GATEWAY PROVIDER

13.1. Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form.

14. MERCHANT SERVICES PROVIDER

14.1. Passport Labs, Inc. is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

15. TAXES

15.1. To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport. Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

16. SHIPMENT AND DELIVERY

16.1. If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies

to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

17. TERM AND TERMINATION

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 11.7. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

18. WARRANTIES.

18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding

obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

19. DISCLAIMERS

19.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

19.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

19.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

20. LIMITATION OF LIABILITY

20.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

20.2. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

21. CONFIDENTIALITY; TRADE SECRETS.

21.1. Obligations. Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

21.5. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

22. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Operational Data may refer to past, present, or future states of such items. Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data.

22.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer's internal use in connection with the services provided under this agreement.

23. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), the parties will have the right to publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

24. DISPUTE RESOLUTION

24.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a "Dispute"), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

24.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Mecklenburg County in the state of North Carolina and the parties expressly submit to and consent that the courts and authorities of the state of North Carolina will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

24.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of North Carolina, excluding its conflict of laws rules.

25. GENERAL PROVISIONS.

25.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

25.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

If to Passport:

Passport Labs, Inc.
128 S. Tryon St., Suite 1000
Charlotte, NC 28202
Fax: (888) 804-1783
sales@passportinc.com
Attn: CRO

With a hard copy to General Counsel
and by email to
legal@passportinc.com

If to Customer:

Town of Bloomsburg, PA
301 East 2nd Street,
Bloomsburg, Pennsylvania 17815
ehughes@bloomsburgpa.org

Attn: Elise Hughes

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such Party effective as of the Effective Date.

Town of Bloomsburg, PA

Passport Labs, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OFFICIAL REPORT OF BEVERLY DEITRICH, TAX COLLECTOR
COVERING 2023 TOWN OF BLOOMSBURG DUPLICATE
COLLECTIONS FOR PERIOD ENDING DECEMBER 31, 2023

ORIGINAL 2023 DULPICATE AS RECEIVED FROM:

COLUMBIA COUNTY COMMISSIONERS	\$ 2,496,097.00
INCREASES TO DUPLICATE	\$
DECREASES TO DUPLICATE	\$
TOTAL 2023 DULPICATE	\$ 2,496,097.00

CASH REMITTED TO TOWN 3/1/2023 TO 12/31/20223	\$ 2,334,044.23
REAL ESTATE RETURNED TO COUNTY COMMISSIONERS	\$ 132,398.40
DIFFERENCE – DISCOUNT & PENALTY	\$ 29,654.37
ADJUSTMENT	\$
TOTAL 2023 DULPICATE	\$ 2,496,097.00

REPECTFULLY SUBMITTED,



BEVERLY DEITRICH

TAX COLLECTOR

OFFICIAL REPORT OF BEVERLY DEITRICH, TAX COLLECTOR
COVERING 2023 TOWN OF BLOOMSBURG DUPLICATE
COLLECTIONS FOR PERIOD ENDING DECEMBER 31, 2023

ORIGINAL 2023 INTERIM DUPLICATE AS RECEIVED FROM:

COLUMBIA COUNTY COMMISSIONERS	\$ 888.60
INCREASES BY COL. CO. COMMISSIONERS AND TOWN	\$
DECREASES BY COL. CO. COMMISSIONERS AND TOWN	\$
TOTAL 2023 INTERIM DULPICATE	\$ 888.60

CASH REMITTED TO TOWN 3/1/2022 TO 12/31/2023	\$ 440.26
REAL ESTATE RETURNED TO COUNTY COMMISSIONERS	\$ 439.36
DIFFERENCE – DISCOUNT & PENALTY	\$ 8.98
TOTAL 2023 INTERIM DULPICATE	\$ 888.60

REPECTFULLY SUBMITTED,



BEVERLY DEITRICH

TAX COLLECTOR

Copies: J. Hummel

L. Dooley

K. Pogash

files

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of Upon Installation ("**Effective Date**"), between QT POD, LLC, an Oregon limited liability company ("**QT POD**") and Bloomsburg Municipal Airport ("**Customer**"). Customer and QT POD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. Customer has purchased QT POD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and
- B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term**."

2. License, Services and Fees.

Subject to the terms and subject to the conditions set forth in this Agreement, QT POD agrees to provide cloud-based access and a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QT POD will provide the Services via a web-based service interface application that will be provided, defined and determined by QT POD.

3. Responsibilities of QT POD.

3.1 Services. QT POD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QT POD's systems may be periodically off line or otherwise inoperable in order for QT POD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QT POD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QT POD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QT POD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 **Modification.** QT POD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QT POD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 **Support.** QT POD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. **Responsibilities of Customer.**

4.1 **Format and Internet Connection.** Customer will be responsible for delivering and receiving data to and from QT POD's server(s) in the format required by QT POD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit. Customer shall also provide QT POD with a static IP address or a specific range of static IP addresses.

4.2 **Access to M4000.** Customer will provide QT POD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QT POD in the performance of its obligations under this Agreement.

4.3 **Confidentiality of End User's Data.** QT POD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 **Updates.** QT POD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 **End User Communications.** QT POD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 **Proper Use.** Customer is responsible for using the Services in the manner instructed by QT POD and otherwise in the manner intended. The software used in connection with the Services is QT POD's proprietary software and Customer shall not decompile, disassemble, reverse engineer, modify, adapt, rent, sublicense, distribute or resell if for profit.

5. **Terms of Payment.**

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QT POD's invoice.

6. **Taxes.**

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QT POD with proper tax exemption certificates.

7. **Minimum Technical Specifications.**

Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. **Scope and Limitations.**

Customer acknowledges that QT POD is responsible only for providing Customer with data transmission. QT POD is not providing any information relating to any credit report, nor should any information provided

by QT POD be used to create or modify any credit report. QT POD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

9. Indemnification.

9.1 **Customer Indemnity.** Customer shall indemnify, defend and hold harmless QT POD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

9.2 **QT POD Indemnity.** QT POD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QT POD reasonably believes that the Service is likely to become the subject of such a claim, then QT POD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QT POD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QT POD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QT POD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

11. Cardholder and Transaction Information: PCI Compliance.

QT POD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with the then current version of the PCI Data Security Standard Card Association (as defined below) rules, policies, and regulations (as they may appear on Card Association websites), and all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction, including without limitation Sections 501(b) and 501(b)(2) of the Gramm Leach Bliley Act of 1999, 15 U.S.C. §6801 et seq (collectively, the "Requirements"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing. To verify ongoing compliance with the PCI Data Security Standard, each Party shall engage a Qualified Security Assessor ("QSA") to conduct, on at least an annual basis, an onsite compliance review. For purposes of this Section 11: (i) the term "Cardholder Information" means any information evidencing either a cardholder's personal data (including without limitation evidence of the cardholder's credit or other type of card), or transactions consummated with credit or other types of cards, including both electronic, written and other forms of data; and (ii) the term "Card Associations" means bankcard associations (e.g., MasterCard and Visa), other non-bankcard or private label associations and other credit or debit card associations.

12. Excused Non-Performance.

QT POD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QT POD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "Force Majeure") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QT POD.

13. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QT POD may terminate this Agreement, provided that QT POD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QT POD's reasonable satisfaction within thirty (30) days after QT POD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QT POD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

14. Miscellaneous Provisions.

14.1. Independent Contractor. Neither Party or its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations.

Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

14.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QT POD, LLC
2605 Trade Centre Ave., Ste. B
Longmont, CO 80503

Attention:

Address for Notice:

Bloomsburg Municipal Airport
301 E. 2nd St.
Bloomsburg, PA 17815

Attention: Bj Teichman

14.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

14.4 Assignment. Neither Party may assign any of its rights, interests or duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QT POD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

14.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

14.6 Governing Law: Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

14.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

14.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

14.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is

a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

14.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

14.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QT POD, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit 1

Fees

1. Fee Plans

The following Fee Plans are available. Please select one.

Base Plan—\$1,195 per unit, per year

Includes: Access and use of the web-based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates

Premium Plan—\$1,995 per unit, per year (Post-Warranty)

Includes: Access and use of the web-based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2.

Cellular Option

The Services may be accessed through a cellular plan established by QT POD at a cost of \$480 per unit, per year

3.

Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QT POD will repair or replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QT POD's option) at no charge to charge Customer ("Parts Replacement"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QT POD. In rare instances, a qualified technician may be required. QT POD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QT POD, a certified service company or an individual approved by QT POD. Upon request, QT POD may provide a list of qualified service companies or technicians, but in no event will QT POD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QT POD's Post Installation Checklist is completed and provided to QT POD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QT POD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QT POD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QT POD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QT POD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

- Business Hours Support. QT POD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.
- 24/7 Support. QT POD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QT POD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to power fuel.

2. Service Level Objectives

QT POD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement ("**Uptime Percentage**"). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, "**Downtime**" includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QT POD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer's applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1 and Section 12 of the Agreement).

3. Service Credits

QT POD shall issue Customer service credits in the amounts specified in the table below ("**Service Credits**") if it is unable to maintain the required Uptime Percentage in any given month. Service Credits will be a percentage of a monthly Fee (the annual Fee divided by 12) and shall be applied against Fees for the next billing cycle. Service Credits shall be Customer's sole and exclusive remedy for QT POD's failure to maintain the required Uptime Percentage.

Service Credit Amounts

UPTIME THRESHOLDS	MONTHLY FEE CREDIT %
99.69% - 99.65%	10%
99.64% - 99.00%	20%
99.00% and under	30%



Connectsix LLC

4707 140th Avenue N.
Suite 212
Clearwater, FL 33762

3B

Sales Order

Date	S.O. No.
12/19/2023	2023018

Name / Address
BJ Teichman Bloomsburg Municipal Airport 301 Airport Road Bloomsburg PA 17815

Ship To
BJ Teichman Bloomsburg Municipal Airport 301 Airport Road Bloomsburg PA 17815

P.O. No.	Payment Terms	Due Date	Salesperson	Est Delivery
	Prepay 50%	12/19/2023	GD	2/26/2024

Item	Description	Ordered	Rate	Amount
SW/PRO+	SayWeather PRO+ system includes: SayWeather™ PRO+ enclosure, NIST-traceable SayWeather Precision Barometric pressure sensor, Yaesu FTA-450L VHF radio, NIST-traceable Davis Vantage Pro2 (fan aspirated) weather station, cables, adapters and accessories (mounting pole not included). Density altitude and publish live weather to Internet via Ethernet. Preconfigured. Two year limited warranty.	1	9,995.00	9,995.00T
VIS/PW	Present Weather Sensor Option: Includes Campbell CS125 visibility & present weather sensor, wired data link to SayWeather PRO+, 120VAC operation. Two year limited warranty.	1	6,995.00	6,995.00T
CEIL-25K	Ceilometer Option: Includes Campbell SkyVue8 25000 ft ceilometer sensor with 3 cloud layer reporting, window heater/blower, and data cable to SayWeather PRO+. 120VAC operation. Two year limited warranty.	1	26,495.00	26,495.00T
SWOnline	SayWxAir Online Data Subscription- Enables: forwarding weather data to select electronic flight bags, airport METARs via text, airport weather web page, and maintenance alerts to airport manager(s).	1	800.00	800.00T
PROMO/SaWxAir	Promotion: 12 months free SayWxAir subscription.		-800.00	-800.00
SHIP	Shipping & Handling Out-of-state sale, exempt from FL sales tax		363.75 0.00%	363.75T 0.00

Thank you for choosing SayWeather!

Total

\$43,848.75

2023

Invoice

ROBERT C. YOUNG, INC.
Paving, Excavating & Concrete
Second & Fair Streets; P O Box K
MIFFLINVILLE, PA 18631

Date: 12/19/2023 Invoice: 6829

(570) 759-8917

Town of Bloomsburg
ATTN: John Fritz
301 E 2nd Street
Bloomsburg PA 17815

RECEIVED
DEC 20 2023

01.433.00.5988
Pine Parking Lots

Proj. No. Term Project

Quantity	Description	U/M	Rate	Amount
	Statement for the following work completed: JOB: MILLER AVENUE OFF OF E. MAIN STREET Saw cut and remove existing asphalt. Furnish and install 4 1/2" of 25 mm Base Asphalt and 1 1/2" of 9.5 mm Wearing Course, compacted in place. Paving areas approximately 36 SY. Contract Price Net due upon receipt of statement thank you, R. C. Y.		2,740.00	2,740.00
			Total	\$2,740.00

A 4% processing fee will be added to all invoices
transmissions.

ACCENT WIRE-TIE

RECEIVED

DEC 11 2023

INVOICE

Accent Wire-Tie
10131 FM 2920
Tomball, TX 77375
P:(281) 255-0700
F:(281) 251-6600

04.426.00.5700

OF

Invoice #	10018704
Date	12/7/2023
Page	1/1
Site	TOMBALL
Customer #	9015927
Order #	AWT132597

BILL TO:

Town of Bloomsburg
Town of Bloomsburg Cfritz@Bloomsburgpa.Org 301 E 2nd St Bloomsburg, PA 17815-1963 P:(570) 784-4532 F:(570) 784-3414.

SHIP TO:

Town of Bloomsburg
Attn: Charles Fritz Town Of Bloomsburg 901 Patterson Dr Bloomsburg, PA 17815-2927 P: (570) 784-4532

Purchase Order No:	Customer Contact	Salesperson	Shipping Method	Payment Terms	Req Ship Date
V. CHARLES	Attn: Charles Fritz	Pat Casserly	PREPAID & ADD	NET 30 DAYS	12/7/2023
Qty Shipped	UOM	Item Number	Description	Unit Price	Ext. Price
1	ea	47-5M5293	Accent 470 11G - TOWN OF BLOOMSBURG, PA - S/N 232894	37,527.71	37,527.71
1	ea	40-SUPPLYSURCHARGE	Supply Chain Surcharge	3,268.40	3,268.40
1	ea	40-4M1699	470 Lower Debris Guard 60-in	225.63	225.63
2	ea	40-35787	Dust Cover	347.92	695.84
1	ea	45-4M1713K	470-11G SPARE PARTS KIT (IDEC)	2,522.28	2,522.28
1	ea	40-SERVICE	Wire Tier Service - 470 Installation by Pat Casserly	2,400.00	2,400.00 *
1	ea	40-FREIGHT	FREIGHT	1,439.77	1,439.77
			Wire tie for Baler - Per Charles Grant Reimburse		

Tracking No.: SAIA 105120652101

Remit To: **ACCENT WIRE-TIE**
PO BOX 676029
Dallas, TX 75267-6029

Invoice No: **USA**
10018704

Due Date: **1/6/2024**

Subtotal	\$48,079.63
Discount	\$0.00
Sales Tax	\$0.00
Total Z=US\$	\$48,079.63

Please verify any request to change remittance information with our Accounts Receivable team at (281) 351-1400. Salespeople will NEVER ask you to change remittance information, it will always come from Accent's accounting team.

Terms and Conditions:

Returns of carriers of wire are required to have original tags. Any returns or exchanges need to be made within 60 days of receiving product. Returns of non-defective product are subject to a 10% restocking fee. All prices are quoted and/or charged are listed at our "Cash Discount" amount. If payment is made in a form other than cash or check, the cash discount of 4% will be removed and adjusted to reflect the non-discounted pricing. Any payment which is not paid when due shall bear a finance charge of 1 1/2% per month or 18% annum until paid or highest interest rate allowed by law, whichever is lesser.

* Installed in 2024 - majority was in 2023 - shipped prior to 12/31/2023.
Above bidding threshold - unique wire for machine. - LMD 1/18/24.

SW LOCAL 1928-06 & THE TOWN OF BLOOMSBURG EXTENSION AGREEMENT

Date : January 9, 2024

The United Steelworkers (USW or Union) and The Town of Bloomsburg (The Town) agree to extend the labor agreement covering bargaining unit employees of **Local Unions 1928-06** at the Town's Bloomsburg, PA facilities, scheduled to expire on **12:00 A.M. Midnight, December 31, 2023**. The parties agree that the agreement shall be extended and unchanged until **12:00 A.M. Midnight, February 29, 2024**, at which time this agreement shall terminate.

Any agreements reached during this extension will be retroactive to **January 1, 2024**.

For the Union:

Lee Breazeale
USW Staff Representative

Wayne Creasy
Unit President, Local 1928-06

Kyle Hoffman – Unit Rec. Secretary,
Local 1928-06

Mark Hileman – Unit Griever,
Local 1928-06

Anthony Silvette – Committee Member,
Local 1928-06

Michelle Hartzell – Committee Member,
Local 1928-06

For the Town of Bloomsburg:

Justin Hummel
Mayor of Bloomsburg

Nick McGaw
Town Council Member

Jim Garman
Town Council Member

Charles Fritz
Director of Governmental Services

John Fritz
Director of Public Works

Lisa Dooley
Town Manager



REQUEST FOR QUOTATIONS

To be used for Professional Services less than \$250,000.
Advertisement is not required

SEDA-COUNCIL OF GOVERNMENTS

**REQUEST FOR QUOTATIONS
FOR
PROFESSIONAL
ENGINEERING/ARCHITECTURAL
SERVICES**

**Engineering/Architectural, Design and Bidding
Flood Mitigation Assistance (FMA) – Swift Current Initiative – Elevation Project**

**Town of Bloomsburg
Columbia County, Pennsylvania**



RFQ Solicited by:

SEDA-Council of Governments
On behalf of the Town of Bloomsburg
201 Furnace Road, Lewisburg, PA 17837
Contact: Geralee Zeigler, 570-524-4491

REQUEST FOR QUOTATIONS

The Town of Bloomsburg is requesting **quotations** for the purchase of Professional Engineering/Architectural Services. These services include all necessary design and specifications for the bidding of and contracting for the elevation, using the Flood Insurance Rate Map (FIRM) and best available data, of 334 East Ninth Street, located in the Town of Bloomsburg, Columbia County, Pennsylvania. Complete quotation details, including the required quotation format, may be obtained by contacting:

Geralee Zeigler, Flood Resiliency Program Analyst
SEDA-COG
201 Furnace Road
Lewisburg, PA 17837

Quotation details are also available at: [Request for Proposals / Quotes – SEDA Council of Governments \(seda-cog.org\)](#)

Quotations will be accepted until 11 a.m. prevailing time, February 13, 2024, at which time they will be publicly opened at the SEDA-Council of Governments, 201 Furnace Road, Lewisburg, PA 17837. Quotations shall be on the forms required, sealed, and clearly marked on the outside, "**Engineering/Architectural Services Quotation – FMA – Swift Current Initiative – Elevation Project**", and submitted to:

Geralee Zeigler, Flood Resiliency Program Analyst
SEDA-COG
201 Furnace Road
Lewisburg, PA 17837

Quotations that are faxed or e-mailed to SEDA-COG cannot be accepted.

**REQUEST FOR QUOTATIONS
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
ENGINEERING/ARCHITECTURAL, DESIGN AND BIDDING
FMA – SWIFT CURRENT INITIATIVE – ELEVATION PROJECT
TOWN OF BLOOMSBURG
COLUMBIA COUNTY, PENNSYLVANIA**

The Town of Bloomsburg, proposes to use a recently approved Flood Mitigation Assistance – Swift Current Initiative grant to elevate one home located within Town limits. The following narrative outlines the major responsibilities of the proposers. These responsibilities include the entire project from design to final inspection. It should be recognized by all proposers that the Scope of Services included herewith might exclude some minor, incidental Engineering/Architectural responsibilities not currently identifiable.

Quotations shall include the attached "Standard Engineering/Architectural Estimate" and be submitted to:

Geralee Zeigler, Flood Resiliency Program Analyst
SEDA-COG
201 Furnace Road
Lewisburg, PA 17837

All quotations shall be sealed and clearly marked on the outside, "**Engineering/Architectural Services Quotation – FMA – Swift Current Initiative – Elevation Project**", and must be received by 11 a.m., prevailing time, February 13, 2024, at which time they will be publicly opened at SEDA-Council of Governments, 201 Furnace Road, Lewisburg, PA 17837.

Questions regarding this quotation should be directed to:

Geralee Zeigler, Flood Resiliency Program Analyst
SEDA-COG
201 Furnace Road
Lewisburg, PA 17837
570-524-4491
gzeigler@seda-cog.org

PROJECT DESCRIPTION

The project involves the elevation of one home located at 334 East Ninth Street, located within Town limits. The selected engineering/architectural firm will be responsible for all property investigation, permitting, specifications, contract documents and bidding, contract administration, site supervision, elevation certificates (as completed), and closeout. Time is of the essence.

PROJECT DESIGN

The Engineer/Architect shall prepare all necessary design plans, drawings, and specifications to be used for the construction of the improvements and should therefore be complete in detail and contain all necessary information. The Engineer/Architect must assist the Town of Bloomsburg in ensuring that this project complies with applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, Pennsylvania Emergency Management Agency (PEMA) grant policies, FFY 2023 FMA Program guidelines, and the Hazard Mitigation Assistance Guidance. Drawings shall conform with standard professional practice and consist of all architectural and engineering drawings, including profiles and sections, plot, and site plans, and all else necessary to illustrate the interest and scope of the work. Working drawings shall be prepared for structural, hydraulic, mechanical, electrical, and all other branches of the construction work.

The Engineer/Architect shall investigate any existing systems affected by the proposed project, identifying options, and advising the Town of Bloomsburg in the most appropriate method of modifying the systems as part of the design of this project. Plans and specifications shall be developed in such a manner to delete and add segments should the project costs be over or under budget.

1. All permits (including Erosion and Sediment Controls per the County Conservation District), plans, or surveys which may be necessary to define the scope of the work or for the performance of the project shall be the responsibility of the Engineer/Architect. The quotation shall include a list of those permits currently anticipated as necessary, identifying actual permit fees which shall be paid by the Engineer/Architect as a component of their project quotation. Survey work required for easements/rights-of-way is not a part of this quotation. Federal Environmental Reviews, State Historic Preservation Office Review, and Archaeological Reviews are not a part of this quotation.

Assistance from the Engineer/Architect is necessary for SEDA-COG and the Town of Bloomsburg to fully understand the project, and therefore, meeting attendance is of high importance. Accordingly, this quotation shall include two (2) design phase meetings, as well as one (1) preconstruction meetings (as noted below), at which the Engineer/Architect is expected to be in attendance. These meetings shall be conducted during the design and construction specifications phase at the convenience of the Town of Bloomsburg and the homeowner, as applicable, and shall include the following:

- Design phase meetings,
- A kick-off meeting,
- A meeting to present the final design and receive approval to advertise,
- Preconstruction meeting – (Engineer/Architect will coordinate and prepare meeting agenda w/ minutes),
- Pre-bid meeting (optional),
- Bid Opening (Engineer/Architect will prepare bid tabulation form),
- Award – (Engineer/Architect will make formal recommendation to award).

2. The Town of Bloomsburg may request, and the Engineer/Architect may suggest, additional meetings. Accordingly, proposers should indicate their intention to do so in the narrative of their quotation. Any cost associated with additional meetings shall be included on the Standard Engineering/Architectural Estimate form.
3. A project design schedule must be included as part of this quotation indicating key milestones and dates of completion. All final plans and specifications must be submitted for approval by the Town of Bloomsburg. In addition, the Engineer/Architect must provide a list of subconsultants, if applicable, for approval by the Town of Bloomsburg. It is the intention of the Town of Bloomsburg to advertise for construction bids on or before May/June 2024. It is understood that changes in the project scope or nature may affect this schedule.
4. Upon completion of the preliminary design, and again when requesting approval of the final design, the Engineer/Architect shall prepare and provide to the Town of Bloomsburg an opinion of probable construction costs, either as a lump sum or utilizing the itemized bid schedule if a line item construction bid is proposed.

PREPARATION OF DOCUMENTS AND COORDINATION OF BIDDING

The Engineer/Architect shall prepare all elevation construction contract documents, including but not limited to, bid schedule, bond forms (bid, performance, payment), elevation specifications and agreements, compliance forms, etc. It is the Engineer/Architect's responsibility to address Act 166 and Chapter 106 requirements in writing (whether required or not required) prior to the preparation of the draft bid documents and ensure that Floodplain Management is in compliance. The Engineer/Architect shall be responsible for coordinating the bidding process, including printing, and distributing up to three (3) sets of bid documents, publishing the required advertisements and management of any required deposits or payments. Costs for this portion of the work shall be borne by the Engineer/Architect. Insofar as federal FMA monies are being used in the project, forms and procedures meeting the requirements of the Federal Emergency Management Agency (FEMA) and PEMA shall be used in the contracting documents. SEDA-COG shall facilitate this process by providing model bidding documents for use by the Engineer/Architect.

In addition, the Engineer/Architect will assist the solicitor throughout the project including, but not limited to, the preparation of documents involving engineering/architectural matters and preparation of contract documents for the solicitor's opinion, a review of the bid documents, conformity with the specifications, and requirements, as well as a formal recommendation of bid award. The Engineer/Architect is also responsible to manage the construction contract award process, including issuance of the Notice of Award, execution of the agreements, Notice of Start of Construction, Notice to Proceed, local floodplain permit officer sign-off, elevation compliance record sign-off, Elevation Certificates (as completed), Substantial Completion (any punch list items), Final Inspection, Certificate of Occupancy and Completion.

ENVIRONMENTAL PROVISIONS

The Contractor and its subcontractors agree that in the performance of their obligations under this Grant Agreement they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement in connection with funding from the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- A. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract/Grant Agreement, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract/Grant Agreement, a written explanation of why such certification cannot be made.
- B. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract/Grant Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.
- D. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant Agreement with the Commonwealth.
- E. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- F. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

CONSTRUCTION SUPERVISION

The Engineer/Architect is expected to furnish customary engineering/architectural advice and assistance necessary to enable the Town of Bloomsburg to readily understand the project. The Engineer/Architect shall visit the construction site to observe progress and quality of work, to determine if work is proceeding in accordance with contract documents, to keep the Town of Bloomsburg and homeowner informed of progress, to guard against defects and deficiencies, and to disapprove work not in conformance with contract documents. The Engineer/Architect shall serve as the Town of Bloomsburg's representative at the project site, issuing all instructions to the contractors and preparing any change orders.

The Engineer/Architect will check and approve samples, schedules, shop drawings, catalogue data, laboratory, shop and mill tests of materials and equipment, and other data which contractors are required to submit to ensure conformity with project design, concept, and requirements. The Engineer/Architect, in accordance with accepted professional standards and practice, shall review contractors' payment requests and approve, in writing, payment to the contractors in such amounts. The Engineer/Architect will also conduct, in the company of the Town of Bloomsburg, homeowner, and the contractor, a final inspection of the project for conformity with design, concept, and contract documents. When the project is complete, the Engineer/Architect will correct all drawings to show elevation as actually accomplished and will furnish one set of full size "As Built" prints and one (1) electronic copy to the Town of Bloomsburg.

These services, to be provided by the Engineer/Architect, do not infer resident inspection services. The Engineer/Architect is expected to visit the project site during construction, not less than twice each month, and conduct a final inspection at project completion. Mandatory site visit(s) shall be conducted after concrete masonry units (CMUs) are erected to ensure that CMUs are in compliance with the Base Flood Elevation (BFE) and assuring that the CMUs are acceptable per the Town of Bloomsburg's Floodplain Ordinance. Comprehensive design, inspection of work and compliance with specifications is of utmost importance to a successful and timely project completion. Accordingly, the Engineer/Architect shall indicate with what frequency field visits will be provided. As a part of this quotation, it is the Engineer's/Architect's responsibility to estimate the project duration in order to calculate the number of construction supervision site visits. Should the project take less or more time than anticipated, no adjustment to the costs for project supervision will be considered.

ADDITIONAL SERVICES OF ENGINEER/ARCHITECT

Where participating state and/or federal agencies require reports relating to construction, the Engineer/Architect shall prepare and submit such reports and shall assist in any negotiations with these or other agencies as is necessary for final approval.

TERMS OF PAYMENT

The Engineer/Architect will be required to enter into a written Professional Services Agreement with the Town of Bloomsburg, which will incorporate the information contained in this Request for Quotations. The Engineer/Architect will agree to a lump sum fee, which shall include all costs associated with the services outlined herein. Costs sometimes separately billed as reimbursable costs shall be declared and included in the lump sum amount of this quotation. Payment shall be made to the Engineer/Architect on a monthly basis, given that an approvable/accurate invoice is provided to the Town of Bloomsburg.

Invoices shall be provided setting forth the percentage of work completed to date, establishing the amount due based on the percentage completed, less any previous amounts. Payment shall be expressly contingent upon receipt of funds from FEMA and PEMA.

MBE/WBE GOALS

It is the public policy of the Town of Bloomsburg, to promote the opportunity for full participation by Minority and Women's Business Enterprises ("MBE's" and "WBE's") business concerns on all projects receiving federal funds.

The Town of Bloomsburg has established a Minimum Participation Level (MPL) of five percent (5%) for Minority Business Enterprises and three percent (3%) for Women Business Enterprises participation on projects federal funding.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Town of Bloomsburg and any contractor or subcontractor must abide by the following:

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

near where the grant services are performed shall satisfy this requirement for employees with an established work site.

6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

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

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

9. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

QUOTATION SUBMISSION AND EVALUATION

Three (3) copies of the quotation must be submitted to:

Geralee Zeigler, Flood Resiliency Program Analyst
SEDA-COG
201 Furnace Road
Lewisburg, PA 17837

Quotations must be received no later than February 13, 2024. **Quotations that are faxed or e-mailed to SEDA-COG cannot be accepted.**

Quotations will be reviewed and evaluated by the Town of Bloomsburg and SEDA-COG. The evaluation will include the following areas in order of relative importance:

- Cost.
- Adequacy of quotation in the terms of addressing the needs that are set forth in the Request for Quotations.
- Relevant experience and past performance.
- Quality of previous work.
- Adequacy of resources/record of completing projects on time.
- Proposer's commitment to the obligations of the Town of Bloomsburg's Minority Owned Business Enterprises and Women Owned Business Enterprises Action Plan.

Note: Cost is only one of several criteria to be considered in evaluating quotations. Accordingly, SEDA-COG will not publish quotation cost summaries. Proposers are, however, invited to attend the opening.

REQUIRED INFORMATION

Each proposer shall provide all information herein requested. Further, no quotation will be considered unless the attached Standard Engineering/Architectural Estimate Form is completed in its entirety.

Each proposer shall provide a minimum of two (2) references where similar engineering/architectural services have been performed during the past three (3) years. These projects should be similar in design and scope. If the proposer is an MBE/WBE business concern, a certification form shall be submitted with the bid attesting to the firms' status as such. Firms *may* be requested to sit for interviews and/or negotiation of contract terms and fees prior to contract award.

If any part of the project is subcontracted, requires purchases for services, or requires hiring of additional employees, the proposers must submit documentary evidence of MBE/WBE business concerns who have been contacted and/or to whom commitments have been made. If no solicitations were made to MBE/WBE's business concerns, please indicate the reason(s). If there is no need to contract for work, then the MBE/WBE requirements are not triggered.

The Town of Bloomsburg reserves the right to accept or reject any and all quotations or to waive any irregularities.

Professional Liability Insurance is required for this project. Please indicate the level of coverage provided.

STANDARD ENGINEERING/ARCHITECTURAL ESTIMATE

FIRM NAME: _____

ADDRESS: _____

TELEPHONE/EMAIL: _____

REPRESENTATIVE: _____

A. FMA – Swift Current Initiative – Elevation Project for 334 East Ninth Street, Bloomsburg, PA 17815

I. Project design, specification, required meeting attendance, bidding, and other engineering/architectural services. \$ _____

II. Project construction supervision. Indicate project duration and frequency of visits below. \$ _____

TOTAL LUMP SUM: \$ _____

Additional Meetings:

Lump sum cost for additional meetings if requested by the Town of Bloomsburg. \$ _____

I, _____, a licensed professional Engineer/Architect in the Commonwealth of Pennsylvania and an authorized representative of the above-indicated firm, have reviewed and understand the _____ Request for Quotations, and I/we am/are prepared to provide the required services for the above costs.

(SEAL) _____

ATTACH A MINIMUM OF TWO (2) PROJECT REFERENCES, SIMILAR IN DESIGN AND SCOPE.
ATTACH LIMITS OF COVERAGE FOR PROFESSIONAL LIABILITY INSURANCE.

**MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT
TO BE SUBMITTED WITH THE BID**

Goals of **5%** for minority business enterprise and **3%** for women business enterprise participation have been established.

Name of Bidder:	Project Name: FMA – Swift Current Initiative – Elevation Project for 334 East Ninth Street, Bloomsburg, PA 17815
Address:	Bid (RFQ) Opening Date: February 13, 2024
Email Address:	
Telephone Number:	Contact Person:

List those minority/women owned businesses from which you solicited quotes and/or received quotes in regard to this invitation for bid.

Company Name & Telephone Number	MBE* (enter code from below)	WBE (X)	Type of Construction, Equipment, Services, and/or Supplies to be provided to the Project	Total Dollar Amount of Quote Received (Please mark NR if no response was received)	Total Dollar Amount Awarded (If not awarded indicate reason)
Prepared By:			Title:		

*Ethnic Code: A- Asian-Pacific Americans; B-African Americans; H-Hispanic Americans; N- Native Americans

MINORITY AND WOMEN BUSINESS ENTERPRISE BIDDER CERTIFICATION

The submittals of each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufacturers, subcontractors, and suppliers. If a bidder has met the goals for MBE/WBE participation, the bidder will be presumed not to have discriminated in their selections.

Where the goals are not met, the below statements, if accurate, shall be certified by the bidder:

1. The limited number or no commitment to MBEs/WBEs was not motivated by consideration of race or gender.
2. MBEs/WBEs were not treated less favorably than other businesses in the contract solicitation and commitment process.
3. Solicitation and commitment decisions were not based upon policies which disparately affect MBEs/WBEs.

By signing below, I certify that the above statements are true and accurate.

Company Name

Signature

Date

EXHIBIT A

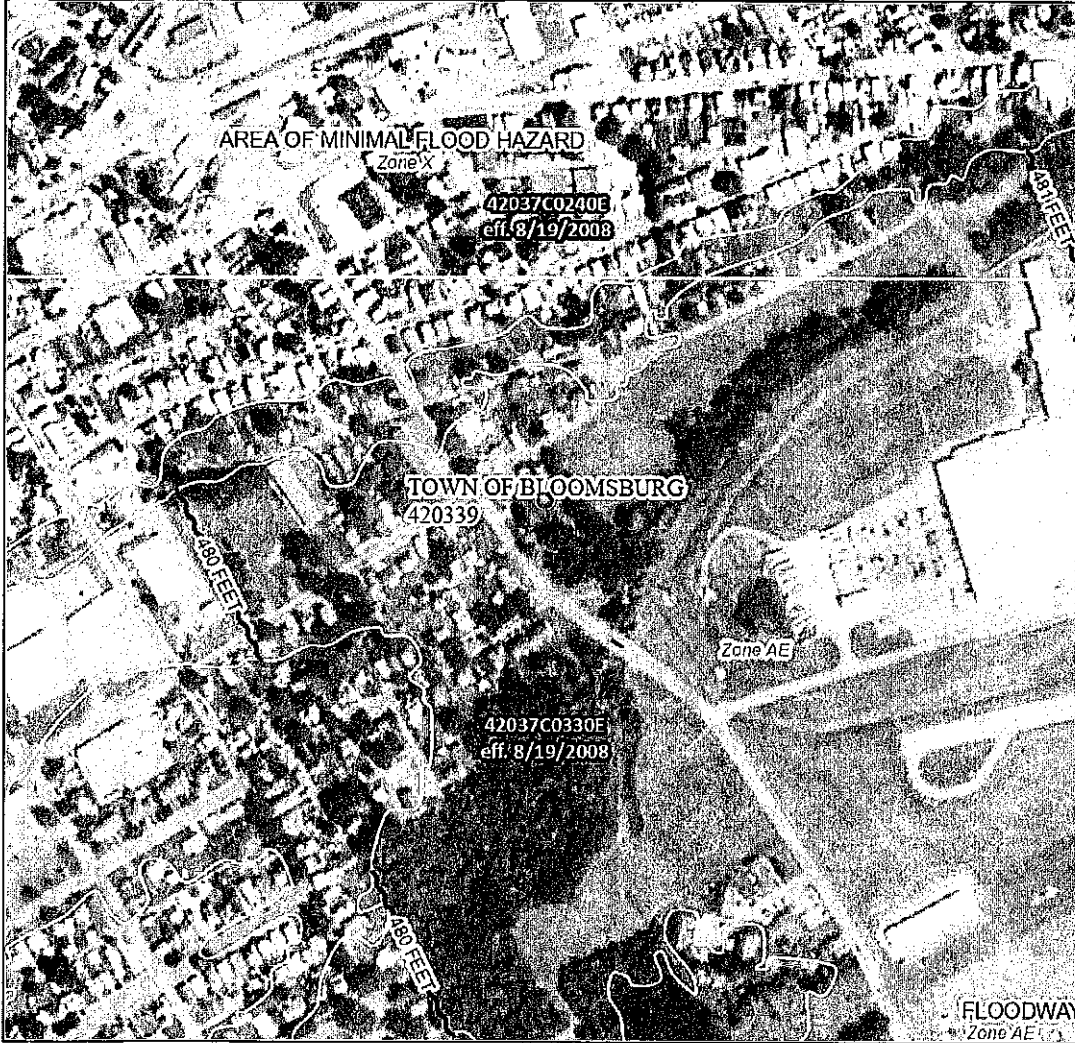
Effective FEMA National Flood Hazard Layer FIRMette for:

334 East Ninth Street, Bloomsburg, PA 17815

National Flood Hazard Layer FIRMette



76°26'38" W 41°07' N



0 250 500 1,000 1,500 2,000 Feet 1:6,000
 Basemap: USGS National Map: Orthoimagery. Data refreshed October, 2020

Legend

SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth zone AE, AO, AH, VE, AR Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile zone X
	Future Conditions 1% Annual Chance Flood Hazard zone X
	Area with Reduced Flood Risk due to Levee. See Notes. zone X
OTHER AREAS	Area with Flood Risk due to Levee zone D
	Area of Minimal Flood Hazard zone X
GENERAL STRUCTURES	Effective LOMRs
	Area of Undetermined Flood Hazard zone D
OTHER FEATURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
MAP PANELS	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
OTHER FEATURES	Coastal Transect Baseline
	Profile Baseline
MAP PANELS	Hydrographic Feature
	Digital Data Available
MAP PANELS	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/27/2021 at 9:40 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

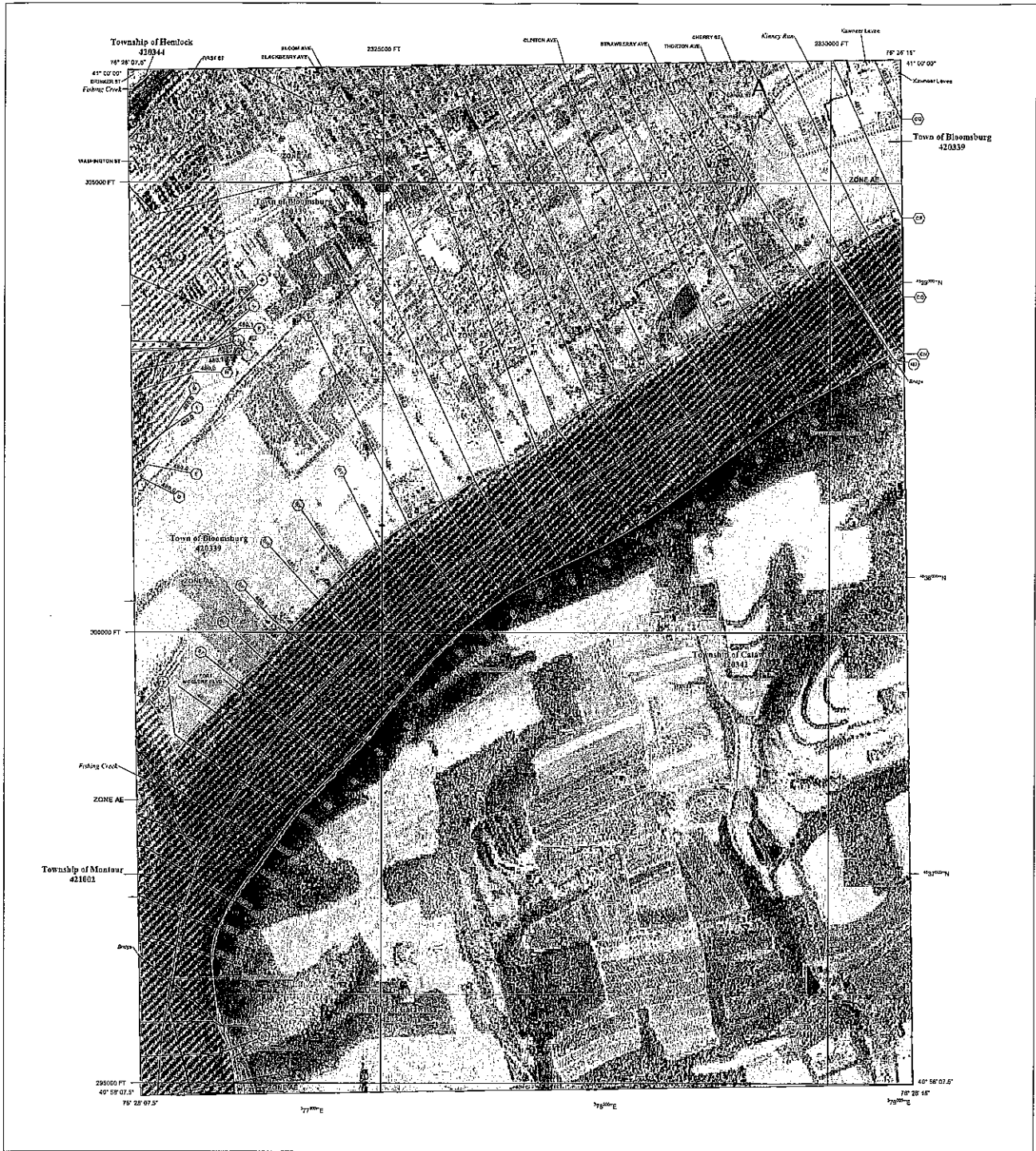
EXHIBIT B

FEMA Flood Insurance Rate Map (FIRM) – Revised Preliminary FIRM,
dated 8/28/2020

Map Number – 42037C0327F

A.) 334 East Ninth Street, Bloomsburg, PA 17815

*Approximate address locations noted in red.



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone AE
- With BFE or Depth Zone AE, AO, AH, VE, A0
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depths less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes, Zone X
- Area with Reduced Flood Risk due to Levee Zone D

OTHER AREAS

- Area Determined to be Below the 0.2% Annual Chance Floodplain Zone X
- Area of Undetermined Flood Hazard Zone D
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall
- Cross Sections with 1% Annual Chance Water Surface Elevation+1 (BFE)
- Coastal Transact
- Coastal Transact of Baseline
- Profile Baseline
- Hydrographic Feature
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

OTHER FEATURES

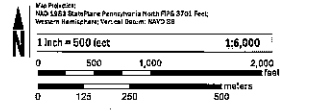
NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), please contact your local office with the FIRM, including zoning, insurance, and claims. For more information, see the FEMA website at <https://www.fema.gov>. For more information, see the FEMA website at <https://www.fema.gov>. For more information, see the FEMA website at <https://www.fema.gov>.

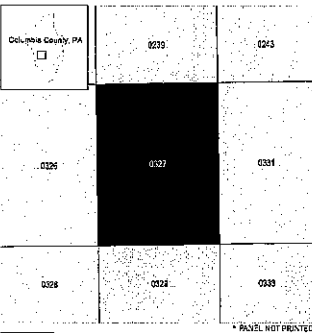
For community and emergency map data refer to the Flood Insurance Study Report for this jurisdiction. To determine if flood insurance is available in the community, contact your insurance agent or the National Flood Insurance Program at 1-800-352-6252.

Base map information shown on this FIRM was derived from digital data by the Flood Insurance Study Report of the Department of Commerce and Natural Resources, Bureau of Topographic and Geologic Survey. The information was derived from digital data by the Flood Insurance Study Report of the Department of Commerce and Natural Resources, Bureau of Topographic and Geologic Survey.

SCALE



PANEL LOCATOR



FEMA
 National Flood Insurance Program

**NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE (FIR)**

COLUMBIA COUNTY, PENNSYLVANIA
 PANEL 327 of 470

Panel Grid Data:

COMMUNITY	NUMBER	PANEL	SWITCH
BLOOMSBURG TOWNSHIP	420339	0327	F
CATAWBA TOWNSHIP	420342	0327	F
HELDEN TOWNSHIP	420344	0327	F
WINDSOR TOWNSHIP	420352	0327	F

REVISED PRELIMINARY
 8/28/2020

VERSION NUMBER: 2.3.3.3
 MAP NUMBER: 42037C0327F
 MAP REVISED

EXHIBIT C

Elevation Certificate prepared for the structure located at:

334 East Ninth Street, Bloomsburg, PA 17815

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION						FOR INSURANCE COMPANY USE
A1. Building Owner's Name Angela M. Procopio (DeLarge)					Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 334 East 9th Street					Company NAIC Number:	
City Bloomsburg		State Pennsylvania		ZIP Code 17815		
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) PIN: 05E02 09400; Instrument No.: 199909007						
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Residential</u>						
A5. Latitude/Longitude: Lat. <u>40.99863</u> Long. <u>76.44457</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983						
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.						
A7. Building Diagram Number <u>2A</u>						
A8. For a building with a crawlspace or enclosure(s):						
a) Square footage of crawlspace or enclosure(s) _____ sq ft						
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____						
c) Total net area of flood openings in A8.b _____ sq in						
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No						
A9. For a building with an attached garage:						
a) Square footage of attached garage _____ sq ft						
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____						
c) Total net area of flood openings in A9.b _____ sq in						
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No						
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION						
B1. NFIP Community Name & Community Number Town of Bloomsburg / 420339			B2. County Name Columbia		B3. State Pennsylvania	
B4. Map/Panel Number 42037/C0330	B5. Suffix E	B6. FIRM Index Date 08-19-2008	B7. FIRM Panel Effective/ Revised Date 12-28-2018	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 480.2	
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____						
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____						
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA						

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 334 East 9th Street			Policy Number:	
City Bloomsburg	State Pennsylvania	ZIP Code 17815	Company NAIC Number	

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG.
- E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above or below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name			
Address	City	State	ZIP Code
Signature	Date	Telephone	

Comments

Check here if attachments.

BUILDING PHOTOGRAPHS

ELEVATION CERTIFICATE

See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 334 East 9th Street			Policy Number:
City Bloomsburg	State Pennsylvania	ZIP Code 17815	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



Photo One

Photo One Caption

Front View 05-07-2019

Clear Photo One



Photo Two

Photo Two Caption

Rear View 05-07-2019

Clear Photo Two

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 334 East 9th Street			Policy Number:
City Bloomsburg	State Pennsylvania	ZIP Code 17815	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

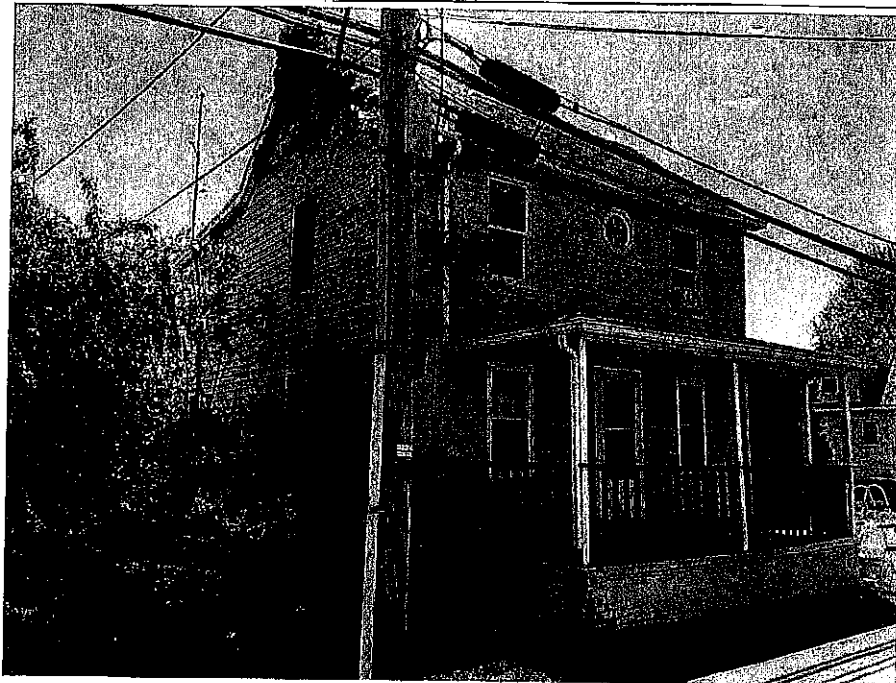


Photo Three

Photo Three Caption

Front and Left View 05-07-2019

Clear Photo Three

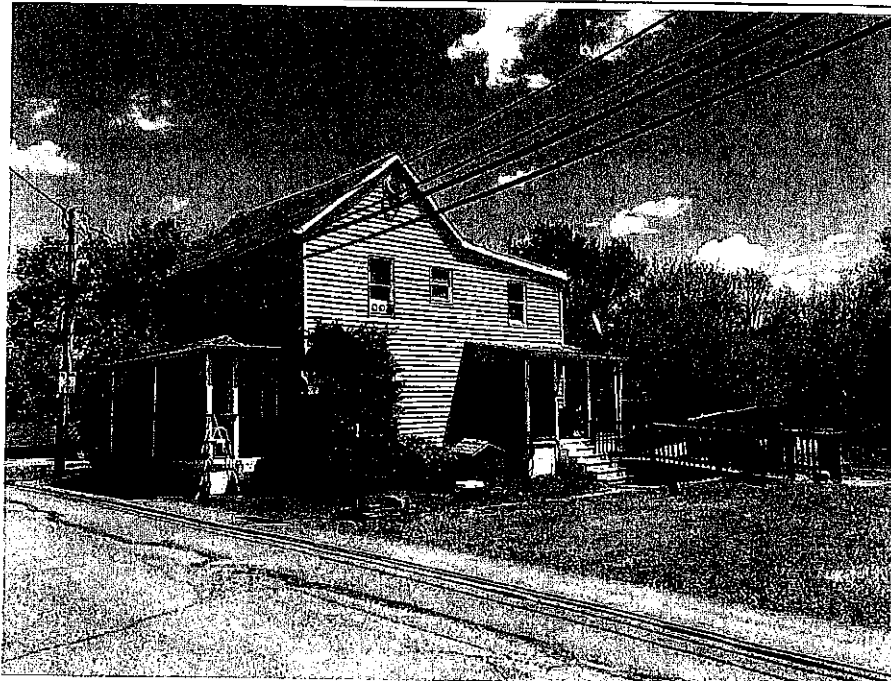


Photo Four

Photo Four Caption

Front and Right View 05-07-2019

Clear Photo Four

Chapter 8 Floodplains/ Amending Ordinance 999

STATUTORY AUTHORIZATION: The Legislature of the Commonwealth of Pennsylvania has, by the passage of the Pennsylvania Flood Plain Management Act of 1978 as amended by Act 65 of 2022, delegated the responsibility to local governmental units to adopt floodplain management regulations to promote public health, safety, and the general welfare of its citizenry. Therefore, Town Council of the Town of Bloomsburg does hereby order as follows.