

**PUBLIC WORKS & ENVIRONMENT COMMITTEE MEETING**

**Tuesday, January 9, 10:00 a.m.**

Town Hall or via Zoom

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

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

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

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

1. Approval of the minutes from the 12/5/2023 meeting.
2. Review of the monthly reports.
  - a. Airport.
  - b. Recycling
3. Discussion of any goals that Council/ Staff would like to see.
4. Update on the final determination on the compost site gate electric gate- Charles Fritz.
5. Approval of the agreement with QT Pod, LLC- Bloomsburg Municipal Airport.
6. 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 of American Rescue Funds.
7. Approval of an invoice from Robert C. Young in the amount of \$2,740- John Fritz to explain area location.

**Next Meeting: February 6, 2024, 10:00 a.m.**

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

*bjt*

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Increase
<i>Gallons</i> <b>2023</b>	1106.2	1390.5	1542	1812.6	2677.7	2366.8	3021.2	4005.3	1968.5	1849	1744.3	822.9	<b>24307</b>	
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	<b>2,934.70</b>
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													<b>12,535.80</b>	0
Courtesy Car 2023	Total Gallons of Fuel Purchased by Pilots Who Used the Courtesy Car												<b>1350.6</b>	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	<b>30</b>	
Places Visited	Diner	BI Nat	BuckHrn	Ding Tea	Bike Barr	Nan	arigrounc	Tiffany	Hamptor	Inn	Ricketts	Berwick		
No of Times Visted	21				1	1	4	1	1	7	1	4	<b>41</b>	
<b>FLIGHT OPERATIONS 2023</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>		
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	<b>\$22,785.00</b>	
<b>Operatons 2017 - 2023</b>	2017	2018	2019	2020	2021	2022	2023							
	<b>9050</b>	<b>9050</b>	<b>9100</b>	<b>10600</b>	<b>10600</b>	<b>15743</b>	<b>22785</b>							
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>		
<b>Conference Room Rental</b>	400	450	675	150	450	50	100	200	50	150	50	0	<b>\$2,725.00</b>	
<b>Landing Fees</b>			500							75				
<b>Non-Revenue Events</b>	0	Chili	PB/FAA	PB/YE/FAA	FAA	B/YE/FA	FAA	B/YE/FA	PB/Run	0	0	Gathering		
<b>Events</b>						350			350				<b>\$700.00</b>	
<b>RAY SCHOLARSHIPS</b>	2021	<b>\$10,000</b>	2022	<b>\$20,000</b>	2023	<b>\$33,000.00</b>	2024	Applied for 2200 Pending Award						

2023 - Dec  
Airport Summary

		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			
	<b>Total Gallons Sold</b>	<b>822.90</b>	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			
				<b>Operations</b>	
D	<b>DEC. Flight Activity</b>	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	<b>Columbia Aircraft Services</b>			60	
	There are likely more for CAS in this category				
			<b>TOTAL</b>	<b>896</b>	Operations
G	<b>Conference Rm:</b>	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			

*6/7*

**BLOOMSBURG RECYCLING CENTER  
MONTHLY SUMMARIES  
DECEMBER 2023**

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

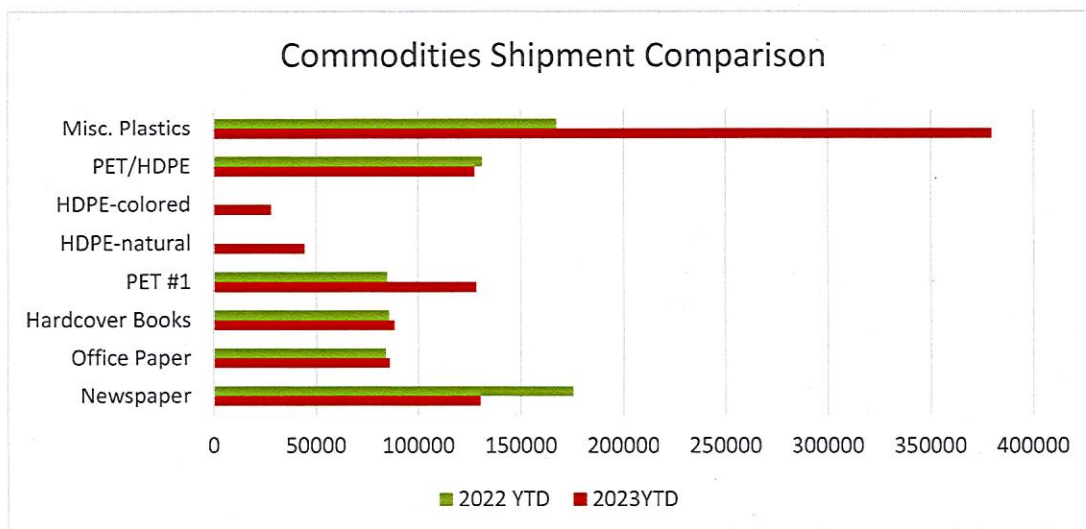
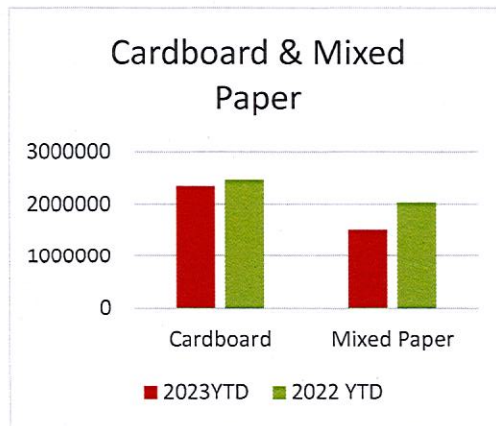
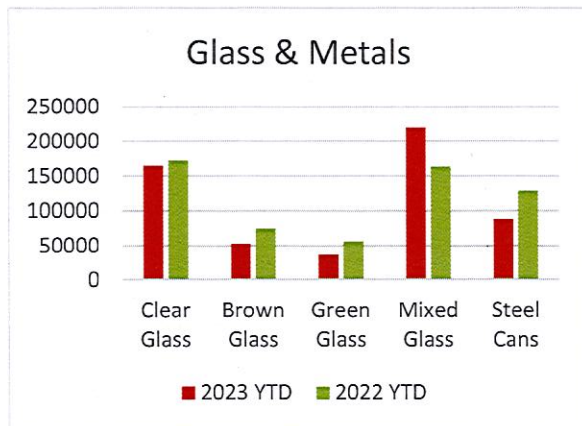
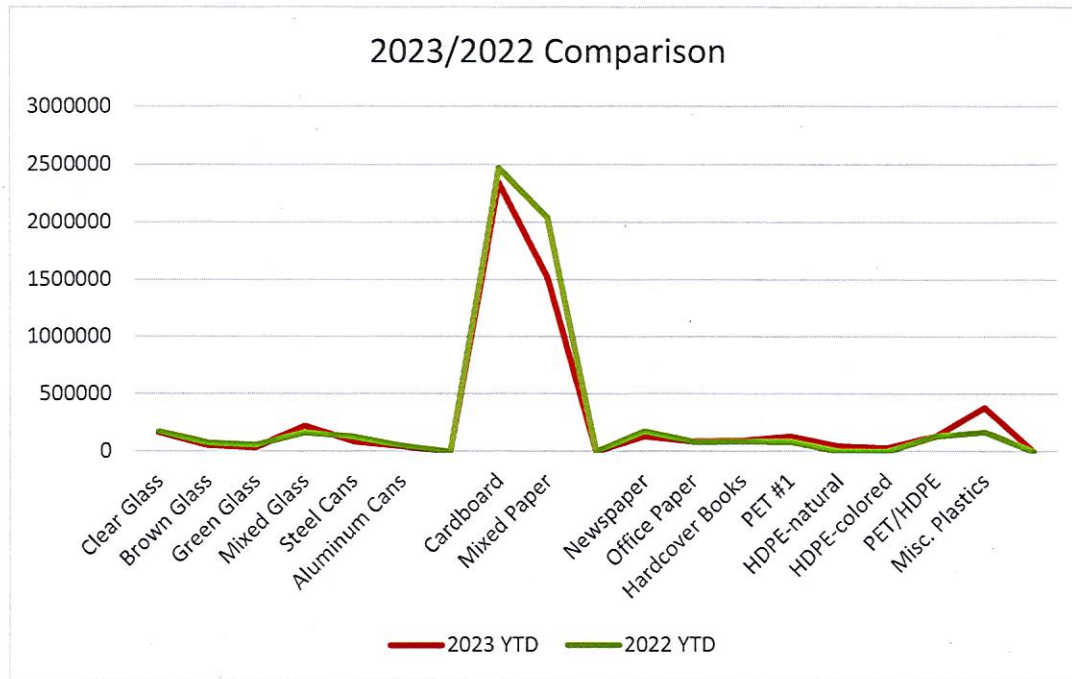
MONTHLY TOTAL	<u>204.81</u>
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II.	<b><u>SHIPMENTS:</u></b>	2023 YTD	2022 YTD	
				DEC
	Clear Glass	164675	172140	0
	Brown Glass	53345	74750	0
	Green Glass	35235	56450	0
	Mixed Glass	220285	162870	34730
	Steel Cans	87985	129055	0
	Aluminum Cans	43865	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

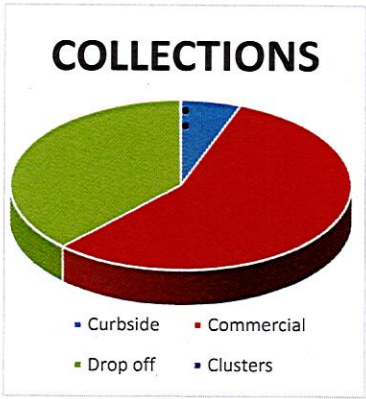
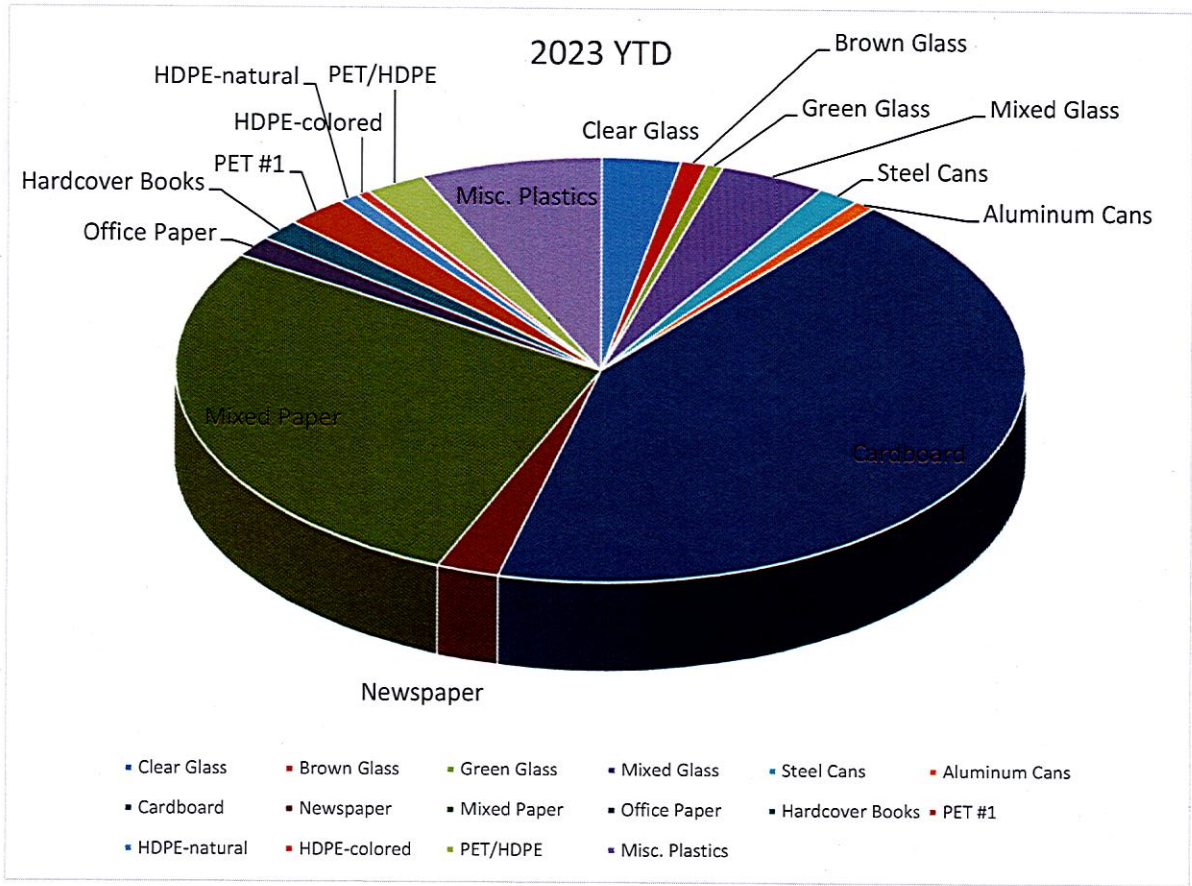
# BLOOMSBURG RECYCLING CENTER

## MONTHLY SUMMARIES

### DECEMBER 2023



# BLOOMSBURG RECYCLING CENTER SHIPMENT SUMMARY





## 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 pump 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

# 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!			<b>Total</b>	\$43,848.75

2023

Invoice

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

Date	Invoice #
12/19/2023	6829

(570) 759-8917

Bill To

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

RECEIVED  
 DEC 20 2023

*[Handwritten signature]*

01.433.00.5988  
 Pine Parking Lots

P.O. No.	Terms	Project
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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 area is approximately 36 SY.			
	Contract Price		2,740.00	2,740.00
	Net due upon receipt of statement. Thank you, K. S. Y.			

A 4% processing fee will be added to all credit card transactions.

Total \$2,740.00