

Filter statement

Filters

**Days in Dispatched** 1/1/25 to 12/31/25 | **Is Locked** true | **Scene Zone** BERKS - WYOMISSING BOROUGH (06813), BERKS - WYOMISSING HILLS BOROUGH (06976)

## Wyomissing Borough

Months in Dispatched	Scene Zone	Month Totals	Yearly Running Total
01/2025	BERKS - WYOMISSING BOROUGH (06813)	258	258
02/2025	BERKS - WYOMISSING BOROUGH (06813)	249	507
03/2025	BERKS - WYOMISSING BOROUGH (06813)	273	780
04/2025	BERKS - WYOMISSING BOROUGH (06813)	249	1,029
05/2025	BERKS - WYOMISSING BOROUGH (06813)	237	1,266
06/2025	BERKS - WYOMISSING BOROUGH (06813)	214	1,480
07/2025	BERKS - WYOMISSING BOROUGH (06813)	271	1,751

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## Previous Month Disposition of Calls

Disposition	Total...
Assist, Public	7
Cancelled (No Patient Contact)	18
Cancelled (Prior to Arrival at Scene)	20
Patient Refused Evaluation/Care (Without Transport)	11
Patient Treated, Released (AMA)	5
Patient Treated, Released (per protocol)	1
Transported Lights/Siren	119
Transported No Lights/Siren	71
N/A	0
<b>Totals</b>	<b>252</b>

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Calls Taken by Shift Breakdown

Shift	Shift Report
Dayshift 06-18	187
Night Shift 18-06	72
Shift Report	259

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## Units That Responded to Calls

Unit	Total Unit Calls	↓
M6521	111	
I6522	31	
M6511	25	
M6522	20	
M6512	17	
A6515	14	
S650	11	
I6512	10	
I6513	6	
A6522	5	
A6512	4	
M6531	3	
I6515	1	
I6532	1	

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M 65 # = a MICU unit with a Paramedic  
I65 # = a Intermediate Unit with an Advanced EMT  
B65 # - a Basic Life Support Unit with 2 EMT's  
S650 is the Supervisor ALS Response Vehicle

Chute Time

Response Time

Dispatch to Responding

0m:58s

Responding to Onscene

9m:49s

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On Scene Time

Avg On Scene Time

13m:43s

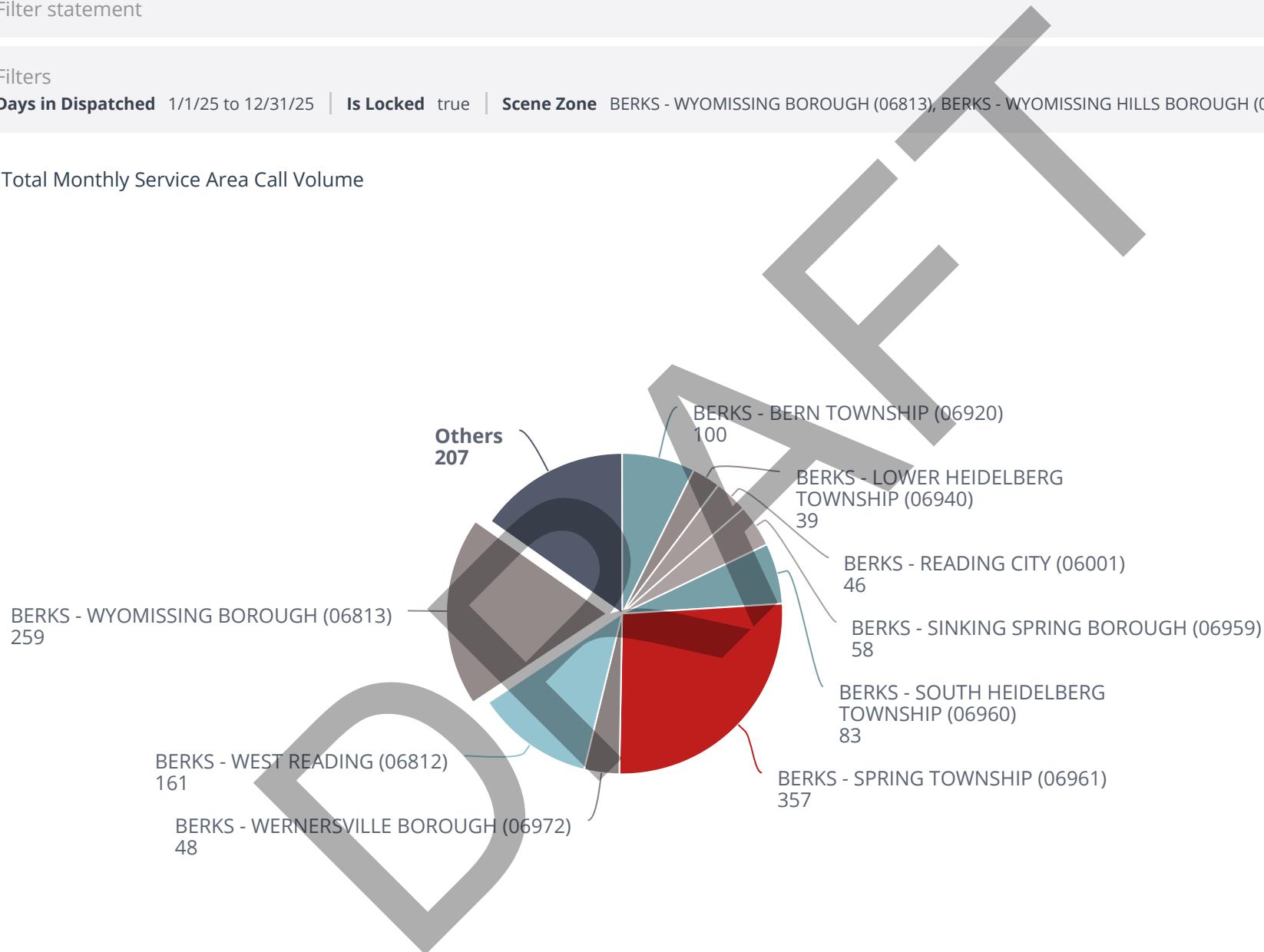
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Total Monthly Service Area Call Volume

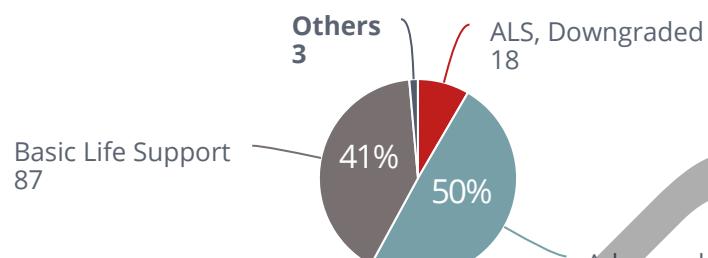


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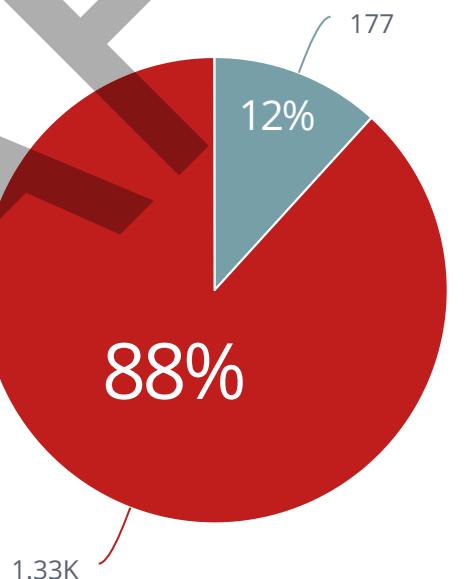
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Level of Service of all calls



Yearly Breakdown by Hospital Destination

Penn State - St. Joseph Medical Center  
Tower Health - Reading Hospital

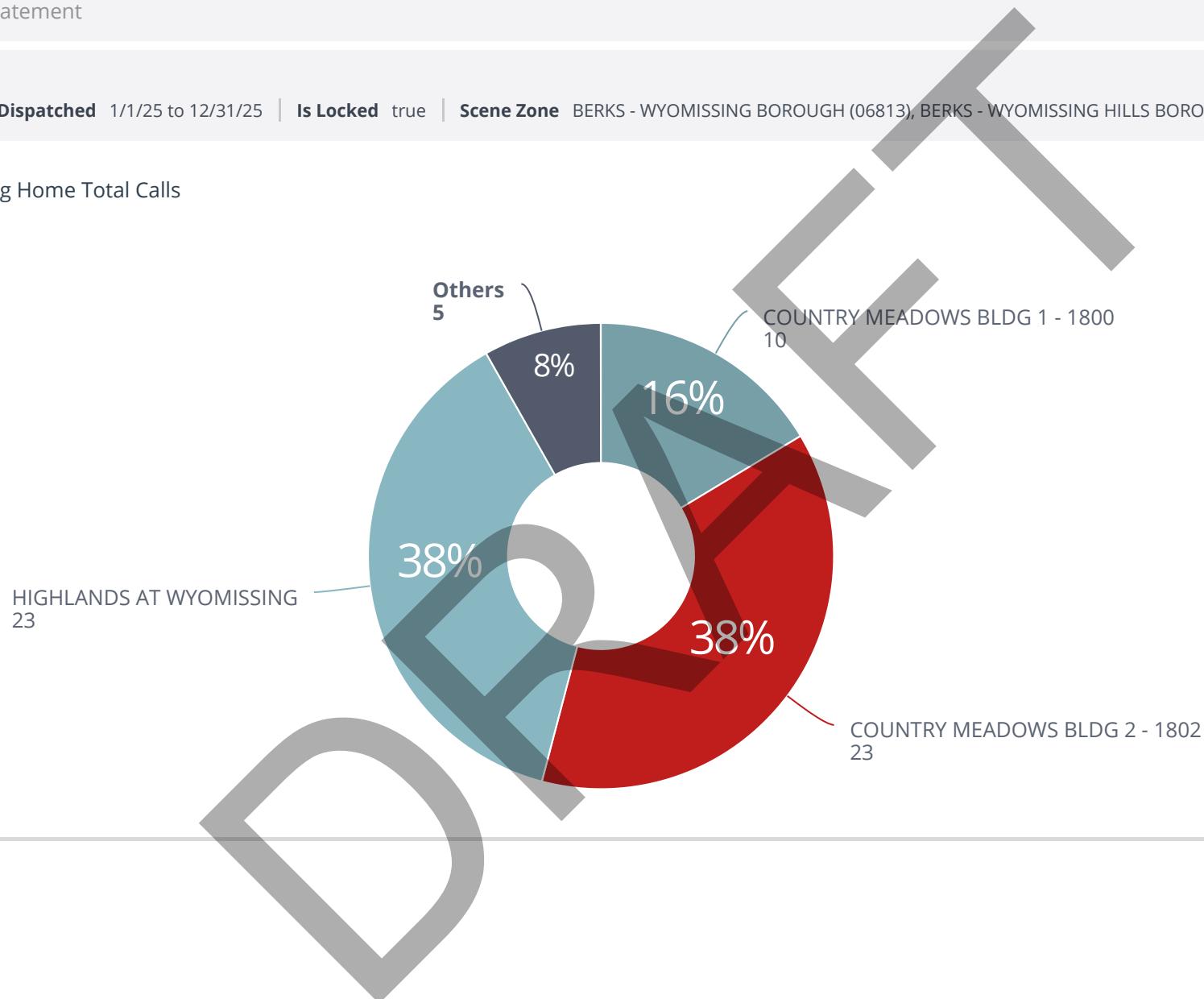


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Nursing Home Total Calls



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Narcan Administration System wide

Treatment Name	Scene Zone	Narcan Treatment
Narcan	BERKS - BERN TOWNSHIP (06920)	3
	BERKS - BERNVILLE BOROUGH (06921)	1
	BERKS - NORTH HEIDELBERG TOWNSHIP (06947)	1
	BERKS - ROBESONIA BOROUGH (06955)	2
	BERKS - SOUTH HEIDELBERG TOWNSHIP (06960)	4
	BERKS - SPRING TOWNSHIP (06961)	9
	BERKS - TULPEHOCKEN TOWNSHIP (06967)	9
	BERKS - UPPER TULPEHOCKEN TOWNSHIP (06970)	1
	BERKS - WEST READING (06812)	3
	BERKS - WYOMISSING BOROUGH (06813)	2
	LEBANON - RICHLAND BOROUGH (38919)	2

## PARKING SERVICES AGREEMENT

This Parking Services Agreement ("Agreement") is made effective \_\_\_\_\_, 2025 (the "Effective Date") by and between the BOROUGH WYOMISSING, PENNSYLVANIA (the "Borough") and MUNICIPAL PARKING SERVICES, INC., a Minnesota corporation ("MPS"). Borough and MPS are referred to in this Agreement as the "Parties."

### RECITALS

WHEREAS, MPS has developed a unique, proprietary, patent-protected parking and no-parking enforcement and parking data technology system referred to as the Sentry® System (the "Sentry System™"), which includes the camera-equipped, Sentry® SafetyStick® bollards and the Sentry® SolarStick™ bollards (collectively the "SafetyStick(s)") and related hardware and the Sentry® software (the "Sentry Software") that enables operation and web-based back-end management of the SafetySticks®.

WHEREAS, Borough wishes to deploy in phases up to 500 SafetySticks and use the Sentry System to monitor parking activity and enforce parking regulations in certain no-parking zones such as fire hydrants, bus stops, crosswalks, and loading zones (the "No-Parking Zone(s)") as well as time-limited parking spaces.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the above recitals, the Parties agree to the following as of the Effective Date:

1. Schedules. This Agreement incorporates the Recitals and the following Schedules (including all definitions set forth therein): Schedule A – Data & Legal Terms; Schedule B – Economic Terms; Schedule B-1 – Rate Table; Schedule C – Enforcement Terms; Schedule D – Operational Terms; and Schedule E – Software-as-a-Service License. If a conflict arises between this Agreement and any Schedule, the terms of the applicable Schedule shall prevail.

2. Equipment and Services. Subject to the terms and conditions of this Agreement, MPS shall provide Borough with the Sentry® System to enforce no-parking zones by providing the Borough automated Violation Notices (the "Services"). MPS will provide up to 500 SafetySticks in the aggregate (and provide the Sentry Software relating thereto) as ordered by Borough and agreed to by MPS to provide the Services. Each order shall set forth the specific number of SafetySticks, the applicable initial Borough location where the Equipment will be installed, and other terms as the parties shall agree and be executed by Borough and MPS (each an "Order"). Each Order will be governed by the terms of this Agreement and will be binding upon the Parties and will be deemed to constitute a part of this Agreement as if fully set forth herein. In the event of any conflict between this Agreement and any Order, this Agreement will take precedence unless otherwise expressly provided by the Order. SafetySticks and any other tangible property provided by MPS under this Agreement are the "Equipment."

3. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years from the date that the first Order is installed and providing Services, and will automatically renew at the end of each five-year period thereafter (each such period, a "Term") unless either Party provides notice of non-renewal at least ninety (90) days prior to the end of the then-current Term.

4. Consideration to MPS. In consideration for MPS providing the Equipment and the Services, Borough shall pay MPS the Transaction Fees and other charges as set forth on Schedules B and B-1.

5. Termination.

(a) Borough Termination Rights. Borough may terminate this Agreement for material breach if MPS fails to cure such breach within ninety (90) days of receiving written notice thereof from Borough detailing such breach. MPS shall have ninety (90) days from receipt of such notice to cure the breach or develop a plan to remediate such breach to Borough's approval, which Borough shall not unreasonably withhold. Borough may terminate this Agreement for an uncured material breach after the 90-day period; provided, however, if MPS has timely delivered to Borough a remedial plan and is diligently carry out such remedial plan, Borough shall not have the right to terminate this Agreement. If MPS fails to diligently carry out such plan and cure such breach substantially in accordance with the plan, then Borough may terminate this Agreement upon written notice to MPS.

(b) MPS Termination Rights. MPS may terminate this Agreement for material breach if Borough fails to cure such breach within ninety (90) days of receiving written notice thereof from MPS detailing such

breach. Borough shall have ninety (90) days from receipt of such notice to cure the breach (excluding non-payment or breach of MPS software license terms), or if such breach cannot be reasonably cured within the 90 days, to develop and deliver a plan to remediate such breach to MPS's approval, which MPS shall not unreasonably withhold. MPS may terminate this Agreement for an uncured material breach including non-payment after the 90-day period; provided, however, if Borough has timely delivered to MPS a remedial plan and is diligently carry out such remedial plan, MPS shall not have the right to terminate this Agreement. If Borough fails to diligently carry out such plan and cure such breach substantially in accordance with the plan, then MPS may terminate this Agreement upon written notice to Borough. Notwithstanding the foregoing to the contrary, MPS may also terminate this Agreement as set forth elsewhere in this Agreement or suspend Services or terminate this Agreement immediately on written notice if Borough removes or disables any Equipment or violates the licensing terms in Schedule D.

(c) On any termination (or expiration) of this Agreement in addition to any other rights or remedies a Party may have, (1) Borough's right to access and use the Sentry Software, and MPS' obligation to provide Services, shall terminate as of the date of termination; (2) the then-current month's Transaction Fees shall become immediately due and payable; (3) Borough shall leave all Equipment in place and permit MPS to recover all of its Equipment for at least ninety (90) days; and (4) Borough shall immediately pay MPS all amounts owing or to be owed to MPS under this Agreement. Borough will be liable for all collection costs and expenses, including reasonable attorneys' fees incurred by MPS to collect amounts owed by Borough to MPS. No termination of this Agreement shall release a Party from any obligation that (i) has already accrued under this Agreement, (ii) comes into effect because of such termination, or (iii) survives such termination. All rights and obligations set forth in this Agreement that by their nature contemplate survival after termination hereof shall so survive.

6. Insurance. During the Term, each Party shall, at its own expense, maintain and carry in full force and effect sufficient types and amounts of insurance coverage reasonably acceptable for (a) liability resulting from the use or operation of motor vehicles, equipment or apparatus owned by or controlled by such Party or under the control of any of its personnel, contractors, agents and servant; and (b) liability resulting from negligence by the a Party and its officers, employees, servants, and contractors, whether or not compensated or part-time, who are authorized to perform any act or services. The coverage maintained by a Party shall be subject to appropriate levels of self-insurance. All insurance policies issued to a Party during the Term shall (i) be issued by insurance companies, with a Best's Rating of no less than A-VII; (ii) provide that such insurance carriers give the other Party at least thirty (30) days' prior written notice of cancellation or non-renewal of policy coverage; (iii) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the other Party shall be excess and non-contributory; and (iv) name the other Party, and all successors and permitted assigns, as additional insureds.

## 7. Warranties; Limitations of Liability; Indemnification.

a) Borough Warranties. On a continuing basis, Borough warrants that: (a) it has all necessary legal authority, permits, licenses, or permissions relating to its use and MPS's provision of the Services (including all necessary legal authority, permits, licenses, or permissions required to enforce No Parking Zones, and issue and collect any fines, fees, penalties, or interest relating to such enforcement), and Borough agrees to notify MPS of any proposed or enacted change thereto; and, (b) the Authorized Parties are duly authorized to use and access the Services and the Parking Data.

b) MPS Warranties. MPS warrants it has all necessary rights, authorizations, and licenses in and to the Sentry System to grant the Borough any rights, privileges, or licenses under this Agreement. MPS further warrants it shall use reasonable efforts to make the Sentry System available at all times, except for planned maintenance periods, but MPS reserves the right to perform maintenance of the Sentry System as needed.

c) Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party, and their officers, directors, assigns, successors, shareholders, agents, employees, and affiliates, from and against any claims, demands, causes of action, obligations, liabilities, expenses (including legal fees), damages, or suits ("Claims"), arising from or relating to, in whole or in part, any negligent or intentional act or omission of the Party, any misuse of the Sentry System by the Party, any material breach by the Party of this Agreement, or any material violation of an applicable law, rule, regulation, or ordinance, except for Claims resulting from the opposite Parties' own negligent or intentional acts or omissions.

d) **WARRANTY DISCLAIMERS.** EXCEPT AS PROVIDED IN THIS SECTION 7, MPS MAKES NO REPRESENTATIONS OR WARRANTIES, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, MPS EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, DESIGN, OPERATION, FITNESS FOR PARTICULAR PURPOSE, NON-INTERFERENCE WITH INFORMATION, SERVICE AVAILABILITY OR UPTIME, SOFTWARE COMPATIBILITY, QUALITY OF DATA, AND ANY WARRANTY FROM CONDUCT, COURSE OF DEALING, CUSTOM, OR TRADE USAGE.

e) **LIABILITY LIMITATIONS.** MPS SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER MPS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. MPS'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES ACTUALLY PAID TO MPS IN THE THREE CALENDAR MONTHS PRECEDING THE EVENT GIVING RISE TO DAMAGES.

8. **Power and Authority; Enforceability.** Each Party ("such Party") hereby represents and warrants to the other that (i) such Party has the full power and authority to enter into and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by such Party has been duly authorized by all necessary action on the part of such Party; (iii) the person signing this Agreement on behalf of such Party is duly authorized to sign and deliver this Agreement on behalf of such Party, and (iv) the Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms.

9. **Miscellaneous.**

(a) No Party shall be in default hereunder or liable to the other for any delays or failures in performance resulting from acts beyond its reasonable control (force majeure) including, without limitation, acts of God, terrorist acts, shortage of supply, labor difficulties, war or civil unrest, acts of public authority, vandalism, pandemic, interruptions, malfunction or failure of computer facilities or transmissions, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems or other cause beyond the reasonable control of a Party. Changes in laws or regulations affecting the ability to mail violations, adjudicate violations through the court system, or otherwise enforce parking or no-parking zones using the Sentry System technology shall not constitute a force majeure event. Lack of funds or other financial inability to perform shall not constitute a force majeure event.

(b) This Agreement and its Schedules constitutes the entire agreement between the Parties relating to all subject matters contemplated herein and supersedes and merges all prior proposals, understandings, and agreements, oral or written, relating to such subject matters. This Agreement may be amended only by writing executed by each Party.

(c) This Agreement shall inure to the benefit of and bind the Parties and their legal representatives, successors, and assigns. Borough may not assign this Agreement without MPS's prior written consent, which MPS shall not unreasonably withhold.

(d) Borough agrees that MPS shall have the right to set off and net any amounts which may become payable by MPS to Borough under this Agreement or any other transaction with Borough, against any amounts which Borough may owe to MPS, whether arising under this Agreement or otherwise.

(e) Any notice relating to this Agreement shall be in writing and delivered personally or by a service providing delivery confirmation to the parties as follows:

**For Borough:**

[INSERT BOROUGH ADDRESS AND CONTACT INFO FOR WYOMISSING]

**For MPS:**

Municipal Parking Services, Inc.  
Attn: Joe Caldwell, CEO ([Joe@MPSPark.com](mailto:Joe@MPSPark.com))  
Attn: Bob Brooks, CFO ([Bob@MPSPark.com](mailto:Bob@MPSPark.com))  
11305 Four Points Drive  
Building II, Suite 300  
Austin, TX 78726

**With copy to:**

Messerli & Kramer P.A.  
Attn: Pam Curran ([PCurran@MesserliKramer.com](mailto:PCurran@MesserliKramer.com))  
Attn: Brett Larson ([BLarson@MesserliKramer.com](mailto:BLarson@MesserliKramer.com))  
1400 Fifth Street Towers  
100 South Fifth Street  
Minneapolis, MN 55402

(f) Any claim or dispute arising from or relating to the negotiation, performance, or non-performance of this Agreement shall be resolved by arbitration under the American Arbitration Association Rules of Procedure using a single arbitrator. The place of arbitration shall be Austin, Texas. No arbitrator will have the authority to award any relief or remedy in excess of or contrary to what is provided in this Agreement. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered into any court having jurisdiction. The cost of arbitration shall be paid for as determined by the arbitrator. Notwithstanding the foregoing, either Party may apply to a court of competent jurisdiction to seek injunctive or other equitable relief. The foregoing arbitration provision shall not apply (i) in any action by MPS to collect amounts due and owing by Borough to MPS, or (ii) in any action by MPS relating to its MPS confidential information, proprietary rights, or intellectual property rights.

(f) Borough agrees that upon termination of this contract for any reason, Borough will not purchase any products or services similar to those provided by the SafetyStick®, SolarStick™ or Sentry System™ related to parking or no-parking enforcement for a period of two years. Further, the Borough agrees that it will not purchase any such products or services which infringe or may infringe upon MPS's intellectual property.

(g) The Parties agree this Agreement was negotiated between them, with each represented by counsel, and agree no term hereof shall be construed against either Party as the drafter. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in effect as though the invalid or unenforceable provision was never included.

(h) No waiver under this Agreement is effective unless expressly in writing executed by the waiving Party. A Party's failure or delay in exercising any right under this Agreement shall not constitute a waiver of that or any other right.

(i) This Agreement may be executed in counterparts and electronically with the same effect as though they were a single instrument and may be delivered via electronic mail or other electronic transmission.

(j) The Parties shall notify and consult with each other concerning any media requests relating to the Sentry System. Neither Party shall make disparaging public comments about the other or the Sentry System.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**MUNICIPAL PARKING SERVICES, INC.**

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

Name: Joe Caldwell

Title: Chief Executive Officer

**BOROUGH OF WYOMISSING, PENNSYLVANIA**

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

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

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

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**SCHEDULE A**  
**Data & Legal Terms**

Data Capture & Retention .....	Borough shall disclose, and MPS shall comply with, any applicable local or other laws or ordinances regarding data retention and use. Borough warrants to MPS that MPS has the right to collect, use and retain data collected in connection with its provision of the Services.
Photo / Image Retention .....	MPS shall have no obligation to retain or archive photos or images beyond one year from the date of Violation, unless Borough subscribes separately with MPS for such services.
Media Communications .....	The Parties shall notify and consult with each other concerning any media requests relating to the Sentry System. Neither Party shall make disparaging public comments about the other or the Sentry System.
Equipment or space Downtime ...	MPS shall have no liability to Borough for any Sentry System, Equipment, or space downtime in the normal course of business, including downtime related to installation or maintenance.
Equipment Ownership .....	MPS Equipment shall remain the property of MPS (or MPS's financial partner) at all times even though it may be installed in or affixed to real property and be operated for the benefit of Borough under this Agreement.
Equipment Damage .....	MPS and Borough shall bear the financial risk of damage and repairs to the Equipment as noted in Schedule D – Repairs and Replacement below.
No Integration Obligation .....	MPS shall have no obligation to integrate the Sentry System with any third-party applications. MPS agrees to provide its application programming interfaces ("API") to third-parties who contract with Borough and require integration with the Sentry System upon execution of an MPS API license.
Future Development Costs .....	Any programming time requested by Borough in pursuit of integration with third-parties, additional features, enhancements, capabilities and/or for custom data extraction will be provided solely at the discretion of MPS. Borough will compensate MPS for such programming time at the then applicable MPS hourly billing rates.
Intellectual Property .....	All parts of the Sentry System™, Sentry® Software, SafetySticks®, SolarSticks™, EVSticks™, and all intangible property rights in, to, or relating to the Sentry System, are and shall always be MPS's or its licensors' exclusive property. This means, among other things, MPS (or its licensors) owns and shall own all patents, copyrights, trade and service marks, trade names, trade secrets, and other intangible property relating to or residing in the Sentry System. Borough shall have no right, title, or interest therein or thereto, except as expressly stated in this Agreement. All right, title and interest in and to any new developments, enhancements including all derivative works developed during the Term by either Party related to the Sentry System are hereby assigned by Borough to MPS.
Confidentiality .....	Borough shall keep all intellectual property and non-public information belonging to MPS and related to MPS's business confidential and shall not use, disclose, or transfer such intellectual property or information except as permitted by this Agreement.
Plate Lookup Authorization .....	If MPS is to process tickets on behalf of the Borough, Borough shall promptly provide any authorizations required by third-party license plate/data lookup services to allow for the provision of vehicle owner and related information to MPS for use in Violation Notices and ticketing.
Lender Rights .....	MPS's lenders shall have the right to cure performance defaults and step into MPS's shoes in the event of default or to prevent a default. Borough hereby consents to a collateral assignment of this Agreement or granting of a Lien by MPS to its lenders to secure any loans which are used by MPS to finance the Equipment and agrees to execute any documents required to effect such assignment or granting of a Lien.

**SCHEDULE B**  
**Economic Terms**

Violation Fees; Modifications .....	<p>The fee for each no-parking violation, plus any late-payment fees, escalations, penalties or related charges are called violation fees (collectively, the “<b>Violation Fees</b>”).</p> <p>Borough shall determine the Violation Fees that apply to each type of no-parking violation (e.g., fire hydrant, bus stop, loading zone, etc.). Violation Fees in effect as of the Effective Date are summarized in Schedule B-1. Borough shall notify MPS in writing sixty (60) days before making any modifications to Violation Fees, shall provide an updated listing of such fees on Schedule B-1, and such notification shall be a material obligation of Borough.</p> <p>During the Term, in the event any Violation Fees are reduced, such reduction shall not reduce the amount of the then current Transaction Fees (defined below) payable to MPS which Transaction Fees shall remain the same regardless of such decrease.</p> <p>However, during the Term, in the event any Violation Fees are increased, such increase shall automatically increase the then current Transaction Fees payable to MPS by the corresponding percentage increase in the applicable increased Violation Fees. For example, if a Violation Fee is increased from \$100 to \$120 (by 20%), the applicable Transaction Fee for such violation shall be automatically increased by 20%.</p>
Transaction Fees.....	<p>As consideration for providing the Sentry System, MPS shall be paid a transaction fee per Violation Notice generated by the Sentry System.</p> <p>The Transaction Fee amount shall be based on the type of No-Parking Zone violation (e.g., fire hydrant, bus stop, loading zone, etc.) and the corresponding Violation Fee set forth on the Violation Fees rate table attached hereto as Schedule B-1, or as subsequently updated (the “<b>Rate Table</b>”).</p> <p>The transaction fee payable for each Violation Notice shall be the Violation Fee multiplied by 0.40 (the “<b>Transaction Fee</b>”), subject to the modification provisions above.</p> <p>If Violation Fees are changed, the Rate Table and corresponding Transaction Fees shall be subject to change as set forth in the Section above captioned “Violation Fees; Modifications” without the need for a separate writing signed by the Parties.</p> <p>Notwithstanding anything contained in this Agreement to the contrary, all Transaction Fees are due and payable to MPS regardless of whether Borough issues tickets or violations or collects any revenue with respect to any issued ticket or violation from the Sentry System. For purposes of the Agreement and Schedules, the term Violation Notice “generated” or “issued” means the Sentry System has identified that a violation has occurred.</p> <p>MPS shall invoice Borough monthly by providing an invoice listing each Violation Notice and its Location/Type, whether the device has met its Minimum Fee Performance (defined below), and the associated Transaction Fees. Borough shall pay the Transaction Fees on a monthly basis for Violation Notices generated by the Sentry System in the prior month, regardless of whether Violations or tickets were issued to violators, any ticket or violation revenue was collected or received by the Borough, or refund/charge-back transactions.</p> <p>Payment is due within thirty (30) days of MPS’s invoice without any abatement, reduction, or setoff by Borough for any reason whatsoever. Transaction Fees are not considered part of Borough’s general revenue fund or parking revenue and are obligations due and payable for MPS’s Equipment and Services rendered. The first invoice under this Agreement will be sent to the Borough approximately 90 days after the first Violation Notice has been created and approved by the Borough.</p>
Past Due Payments .....	<p>Past due amounts owing under this Agreement will be charged interest at the rate of one percent (1%) per month. Where amounts due and payable by Borough to MPS</p>

	<p>under this Agreement exceed five thousand dollars (\$5,000) and remain outstanding for over ninety (90) days from the date they became due and payable, MPS may, in its sole discretion, refuse Borough access to the Sentry Software and/or shut down all or part of the Equipment until such amounts outstanding have been paid or arrangements for their payment satisfactory to MPS have been made, and/or terminate this Agreement.</p> <p><b>Minimum License Fee</b></p> <p>As consideration for their usefulness in reducing no-parking violations, each SafetyStick will be subject to a minimum license fee of one hundred fifty (\$150) per month, on average, calculated on a 90-day rolling average basis (“<b>Minimum License Fee</b>”).</p> <p>If a SafetyStick does not generate Transaction Fees sufficient to meet the Minimum License Fee, Borough may elect to pay the difference between the actual Transaction Fees generated and the Minimum License Fee amount in a given month.</p> <p>To avoid license fee payments in future periods, Borough may (a) move the SafetyStick to another location mutually agreed with MPS, (b) return the SafetyStick to MPS, or (c) both parties may mutually agree to keep the underperforming SafetyStick in place if in aggregate the total revenue is deemed to be sufficient. For clarity, Borough shall not be obligated to pay any Minimum License Fee beyond the options set forth in this Section, and no payment obligation shall arise unless expressly elected by the Borough in accordance with these alternatives.</p> <p><b>Installation and Removal Costs...</b></p> <p>MPS shall at its own cost and expense, provide and deliver to Borough the SafetySticks and other Equipment for the No-Parking Zones site locations agreed upon in writing by the Parties. All costs to install or remove the Equipment prior to the end of the Term of the Agreement shall be paid by Borough, whether incurred by MPS or Borough. If Borough requests and MPS agrees to install the Equipment, Borough will reimburse MPS’s costs incurred in connection with the installation.</p> <p>Should any Equipment need to be relocated to a new Borough location for any reason, any new location(s) must be agreed upon in writing by MPS and Borough, and Borough shall be responsible for the cost of moving and reinstalling such Equipment. Borough shall operate the SafetySticks and Equipment only at Borough site locations mutually agreed upon by the Parties.</p> <p><b>Monthly Operating Costs .....</b></p> <p>Communications and data expenses incurred by any SolarSticks, including cellular network and web hosting costs will be incurred and paid by MPS.</p> <p>Web hosting costs for both SafetySticks and SolarSticks will be incurred and paid by MPS.</p> <p>Any expenses incurred by Borough in reviewing Violation Notices, issuing and collecting tickets, periodic SafetyStick cleaning, etc., shall be paid by Borough.</p>
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## SCHEDULE C Enforcement Terms

Violations; Evidence Forms; Grace Period.....	<p>Borough and MPS shall mutually agree on a “grace period” once a vehicle has entered a No-Parking Zone. The Grace Period may not be altered without the written consent of MPS.</p> <p>During the hours of operation and enforcement, and after a vehicle has been in the No-Parking Zone longer than the Grace Period, a violation (a “<b>Violation</b>”) will have occurred, and an evidence form (“Evidence Form”) will be generated. MPS will review and approve all Violations for quality and accuracy before this evidence is available in the Sentry System for the Borough to review. Violations that are deemed by the Borough to be valid and approved in the Sentry System will result in the creation of a Violation Notice or an Evidence Form to be sent together with the Borough’s own issued violation.</p>
Violation Approval.....	<p>The Violation Notice or Evidence Form will consist of:</p> <ol style="list-style-type: none"><li>1. A unique Violation ID to identify the Violation;</li><li>2. A code indicating the device at which the Violation was detected;</li><li>3. The license plate number and state of the violating vehicle;</li><li>4. The date and time the Violation occurred;</li><li>5. Two or more time-stamped photographs of the violating vehicle: an initial photo indicating the violating vehicle’s arrival, and a second photo indicating that the violating vehicle was in the No-Parking Zone longer than the Grace Period;</li><li>6. A code and time-stamp indicating that the Violation has been reviewed and approved by MPS.</li></ol>
Enforcement; Ticketing; Collections.....	<p>MPS will grant Borough access to the Sentry System to review and approve/reject violations.</p> <p>Borough may reject a Violation within a 3 business day period if it believes in good faith that a Violation did not occur in accordance with the terms of this Agreement by specifying the reason it believes a Violation did not occur, included in a drop-down menu in the Sentry System interface. No transaction fees will apply for rejected Violations.</p>
Hours of Operation and Enforcement .....	<p>Borough agrees to vigorously enforce No-Parking Zones and related parking and no-parking regulations, and use all commercially reasonable efforts to collect on Violation and Late Fees. Borough can download or print Violation Notices from the Sentry System to assist with its enforcement activities.</p> <p>Borough agrees to pursue Violation Fee collection through all legally permissible methods, including mailing Tickets, vehicle booting and towing, and working with the state and local courts to withhold registered owners’ license and vehicle registration renewal, issue bench warrants, and garnishment of wages. In addition, Borough agrees to submit information on uncollected Violations to national credit reporting agencies.</p>
No Enforcement Holiday.....	<p>Borough shall maintain its current hours and days of operation and enforcement of No-Parking Zones, at a minimum, and may not reduce the hours or days of operation or enforcement without the written consent of MPS. Hours and Days of Enforcement in effect as of the Effective Date are summarized in Schedule B-1. For the avoidance of doubt, the hours of parking enforcement in the Borough will have no impact on the days and hours of enforcement of No-Parking Zones.</p> <p>Other than the Grace Period, Borough shall not engage or enact any parking or no-parking enforcement holidays, parking or no-parking violation or ticket amnesty programs, parking or no-parking ticket discounting, or other forms of relaxed parking or no-parking enforcement.</p>

Ticket Processing .....	Borough is responsible for Ticket processing, issuance, and collections. MPS has no obligation to process, approve, issue, mail or collect upon tickets for approved Violations under this Agreement.
Violations Collections .....	Borough has the sole responsibility to enforce and pursue collection of any tickets issued as a result of Violation Notices, including past due ticket collections. MPS has no obligation to enforce or pursue collection of tickets under this Agreement.
Vehicle Exemptions .....	Borough shall provide to MPS a list of license plates of bona fide public safety vehicles (e.g., police, fire, ambulance) for exemption from issuance of a Violation Notice. Only bona fide public safety vehicles shall be exempt from the issuance of Violation Notices.  For the avoidance of doubt, no courier, delivery, common carrier, taxi/shared ride service, utility, Borough, municipality, state or federal government, employee, officer, executive or other types of vehicles are exempt from the issuance of Violation Notices.

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**SCHEDULE D**  
**Operational Terms**

Data Exchange and Reporting Requirements.....	<p>As described in Schedule C, Borough is responsible for all collection and ticket enforcement activities, including ticket generation, mailing and other communication with Violators, and collection of Violation and Late Fees.</p> <p>MPS agrees to provide its application programming interfaces (“API”) to third-parties who contract with Borough and require integration with the Sentry System upon execution of an MPS API license. Such API will be the sole method to exchange data related to Violations, Violation Notices, Violation and Late Fees, and other related data with the Borough and any third-parties.</p> <p>Borough agrees to access the Sentry System for data required for all ticket issuance, collection, and enforcement activities, and to enter all required data into the Sentry System related to its ticket issuance and collection efforts. Examples of such required information are the dates of mailing tickets, dates and amounts of Violation and Late Fees collected, and any tickets that are voided.</p>
No-Parking Signage and Notices.	<p>Borough is responsible for producing, installing, and maintaining no-parking street signage that is appropriate or required in support of the Sentry System enforcing No Parking Zones. Borough is also responsible for notices, including on its website, to publicize parking and no-parking regulations, and fees and charges related to non-compliance in support of the Sentry System.</p>
Maintenance .....	<p>Borough shall protect the Equipment to the same or greater degree as it protects similar equipment and shall be responsible for removing graffiti from the Equipment and performing mandatory semi-annual exterior cleaning of the Equipment to ensure proper camera function. Borough shall notify MPS immediately if it disables any part of the Equipment. Borough shall not, directly or indirectly, attempt to disassemble, repair, alter, or duplicate any part of the Equipment.</p> <p>Borough shall ensure the safety of sidewalks, street, no-parking zones, and surrounding areas where the Equipment is located, including but not limited to promptly removing obstructions, snow, vegetation, refuse or other debris or hazards. MPS has no obligation or liability related to maintaining the safety of such areas.</p>
Repairs & Replacement.....	<p>Borough shall notify MPS of any malfunctioning Equipment that it becomes aware of. MPS will be responsible for repair and replacement costs due to any Equipment malfunction including malfunction due to damage or vandalism.</p>
Location Reporting.....	<p>Borough shall assist MPS in maintaining accurate records of the location of Equipment at all times.</p>
Updates; Upgrades .....	<p>MPS may, but is not obligated to, conduct routine software updates to the Sentry Software; provided any routine updates shall be subject to this Agreement and shall be the exclusive property of MPS. Any Sentry System upgrades, including upgrades to the Sentry Software (beyond routine updates) are not required to be provided by MPS to Borough under this Agreement.</p>
Training; Support .....	<p>MPS shall conduct one Sentry System Certification training seminar and periodic webinars as required to support system wide updates. Borough will ensure participation of Borough employees in initial training and shall maintain at least one Sentry-Certified employee on staff at all times.</p>
Help Desk.....	<p>MPS shall provide Tier II call support 9:00AM-5:00PM Central time Monday through Friday. MPS shall determine the priority of action against service issues at its discretion.</p>

**SCHEDULE E**  
**Software-As-A-Service License**

Right to Access and Use.....	Subject to the terms and conditions set forth in the Agreement, MPS hereby grants Borough a non-exclusive, non-sublicensable, non-transferable limited right to access and use the Sentry System and Sentry Software solely through Authorized Parties (defined below), during the Term. Without limiting any other part of this Agreement, Borough's right to access and use the Sentry System and Sentry Software is subject to the terms and conditions below all of which are material.
Authorized Parties .....	Borough shall identify an employee ("Administrator") authorized to select and manage employees authorized to access and retrieve data from the Sentry System and Sentry Software for Borough ("Authorized Users") (the Administrator and Authorized Users are the "Authorized Parties"). The Administrator shall represent Borough in its access and use of the Sentry System and may access and use the Sentry System on a non-exclusive basis, at all times, subject to the terms and conditions hereof.
Scope of Use; Restrictions .....	Borough shall use the Sentry Software only in conjunction with the Equipment, and only to monitor parking activity and enforce no-parking regulations as provided in this Agreement, and shall comply with all policies, procedures, and instructions concerning the Sentry System as MPS may establish from time to time. Without limiting any other part of this Agreement, Borough shall not, directly or indirectly, and shall not permit any Authorized Users or other persons to, directly or indirectly: (i) copy, modify, or create derivative works of the Sentry Software, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Sentry Software; (iii) reverse engineer, disassemble, decompile, decode, adapt, duplicate, reproduce, or otherwise attempt to access any software component of the Sentry System or the Equipment, in whole or in part; (iv) remove any proprietary notices from the Sentry System; (v) create any online "links" to the Sentry Software nor "frame" or "mirror" any content contained on or accessible from it, other than on devices provided by MPS for such purpose; (vi) permit any third party to access or use the Sentry System or Sentry Software without MPS's express written consent; (vii) introduce or permit to be introduced into the Sentry Software any virus, worm, Trojan horse, or other software routine, program, or mechanism that permits unauthorized access into, disables, partially or wholly erases, or otherwise adversely affects the Sentry Software; (viii) use the Services to generate, process, or retrieve data for a third party; or (ix) use the Sentry System in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
Ownership .....	All programs, software, specifications, data, images, designs, codes, configurations, video, sounds, Equipment, and other tangible or intangible property contained in or utilized by the Sentry System are proprietary and confidential to MPS and protected under United States and International patent and copyright laws. MPS or its financing partner is and shall remain the owner of all right, title, and interest in and to the Sentry Software and intellectual property rights and other proprietary rights relating to or arising from the Sentry Software or any derivative works. Borough shall have no right, title, or interest in or to any of the foregoing, except as expressly permitted in this Agreement. The Sentry Software is and shall remain at all times intangible property even if it resides in or on Equipment. Borough shall not permit any lien, claim, or encumbrance to attach to the Sentry System.
MPS Right to Data .....	Borough grants MPS permission to access, review and use all data and information arising from Borough's usage of the Sentry System (the "Parking Data") for analytical and reporting purposes, and for purposes in furtherance of this Agreement or any other lawful use. MPS shall have the right to use any Parking Data collected for any lawful use as determined in its sole discretion. Borough shall disclose to MPS any state, local, or other statutes, rules, or ordinances regarding data retention and use, and if it does, MPS shall comply with such statutes, rules, or ordinances.

Technical Requirements .....	Borough shall provide Internet access and computer or terminal access for its own Authorized Parties' use of the Sentry System in compliance with MPS's minimum specifications for equipment, software, and connectivity.
Performance .....	Borough agrees that the operation and availability of the systems used for accessing and interacting with the Sentry Software, including computer networks, wireless networks, and the Internet, may be unpredictable and from time to time prevent access to or interfere with Borough's access and use of the Service, and that the Sentry Software's response times and other performance may be adversely affected by issues relating to Borough's network infrastructure. MPS shall not be liable for any such prevention of or interference with Borough's access or use of the Service, or for any such adverse effect on the response time or performance of the Sentry Software.
Security .....	<p>A. Each Party shall take reasonable steps to keep secure its communications with the other Party relating to the Sentry System and Sentry Software, and to maintain the security of all Parking Data it possesses, including (without limitation) by making reasonable efforts to authenticate the Authorized Parties using a username and individual password; maintain confidentiality of such username and password; physically secure equipment and facilities in its control; appropriately supervise its personnel; periodically evaluate its security safeguards; install and maintain appropriate firewalls and other technical measures; and guard against intentional or unintentional corruption or loss of the Parking Data in its control.</p> <p>B. Borough shall maintain an up-to-date list of the names of the Authorized Parties and provide MPS with such list immediately on any changes thereto. On execution of this Agreement, MPS shall assign a password and username to the Administrator. The Administrator shall distribute the username(s) and password(s) only to Authorized Users. Borough and the Administrator shall keep the password secure and current by changing it on a periodic basis or if an Authorized Party ceases to be an Authorized Party. The Authorized Parties shall log into the Sentry Software using only their username and associated password.</p> <p>C. Borough shall be solely responsible for all activities of the Authorized Parties while using the Sentry System and Sentry Software, and for ensuring the Authorized Parties log off at the end of each session of use. MPS shall assume, unless Borough advises otherwise, that a user presenting a username and associated password is in fact the corresponding Authorized Party. Borough shall not permit anyone other than an Authorized Party to use the username and password associated with such Authorized Party. If Borough or its personnel knowingly or unknowingly furnishes a password to an unauthorized party, Borough hereby authorizes such party to act on its behalf in using that password, ratifies all acts of such party, and shall be liable for any damages, of any sort, such party causes to MPS. Borough shall notify MPS immediately if it learns of any unauthorized use of any username or password, and MPS may disable access or use by such username and associated password.</p> <p>D. If a Party learns of an actual or possible security breach, it shall promptly notify the other of the security breach and of any actual or possible damage or unauthorized access to, or failure of, any part of the Sentry System, any actual or possible unauthorized access to any Parking Data, or any other actual or possible adverse results of such breach. In such case, each Party shall make reasonable efforts, and reasonably cooperate with the other in so doing, to reduce or mitigate any such actual or possible adverse results and restore the Sentry System and the Parking Data to its state prior to such breach.</p>

Borough of Wyomissing  
 Renovations to Wyomissing Fire House  
 1259 Penn Avenue  
 Wyomissing, PA 19610

September 17, 2025

OPINION OF PROBABLE COSTS

		<b>Total</b>
<b>A.</b>	<b>Demolition Costs</b> <ul style="list-style-type: none"><li>• First floor demolition (1600 S.F.)</li><li>• Relocated hose dryer</li><li>• Second floor demolition (2200 S.F.)</li></ul>	\$6,000 \$3,000 \$4,000
<b>B.</b>	<b>General Construction</b> <ul style="list-style-type: none"><li>• First floor: walls, ceilings, and doors (1600 S.F.)</li><li>• Kitchen cabinets and counter tops</li><li>• Appliances: Ansul system, oven, 6 burner range, side by side refrigerator, dishwasher</li><li>• Second floor: walls, ceilings, and doors (2200 S.F.)</li><li>• Laundry: washers, dryers and service sink</li><li>• Permits and special inspection fees</li></ul>	\$96,000 \$20,000 \$20,000 \$250,000 \$9,000 \$15,000
<b>C.</b>	<b>Plumbing Construction</b> <ul style="list-style-type: none"><li>• Plumbing for Kitchen and new Bathrooms</li></ul>	\$90,000
<b>D.</b>	<b>HVAC Construction</b> <ul style="list-style-type: none"><li>• Reconfigure the ductwork and add exhaust fans for Kitchen, Bathrooms, and Laundry</li></ul>	\$80,000
<b>E.</b>	<b>Electrical Construction</b> <ul style="list-style-type: none"><li>• Re-configure existing electrical system, new light fixtures in renovated areas</li></ul>	\$50,000
<b>F.</b>	<b>Fire Alarm Construction and Low Voltage Systems</b> <ul style="list-style-type: none"><li>• TV, internet, alarm system</li></ul>	\$30,000
<b>G.</b>	<b>Sprinkler System</b> <ul style="list-style-type: none"><li>• Revise existing system</li></ul>	\$20,000
<b>H.</b>	<b>Architectural fees, Legal fees, Permits &amp; Inspections</b>	\$40,000
<b>SUBTOTAL:</b>		<b>\$733,000</b>
<b>Contingency – 5%</b>		<b>\$36,650</b>
<b>TOTAL</b>		<b>\$769,650</b>

This Opinion of Probable Costs encompasses the proposed additions of bedrooms and bathrooms, along with the development of a fitness room, kitchen, and dayroom located on the first floor.



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