



TRANE

TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1185 North Washington Street
WILKES BARRE, PA 18705

Trane Representative

Vincent DeAngelis
Cell: (570) 332-1880

Proposal ID

2949481

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949481

Company Name

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

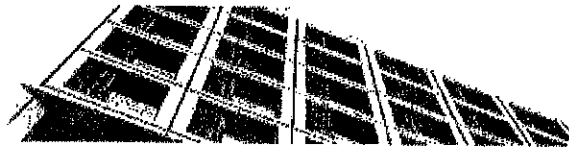
Site Address

Bushkill Elementary
131 North School Drive
DINGMANS FERRY, PA 18328

November 16, 2020



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Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
- Facilities will offer more advantages for occupants, improving how people live and work
- Technology will enable compliance with emerging climate change policy
- Providers will differentiate themselves through competencies in cyber security

Across our customer base, Trane is consistently delivering 5 to 10 percent energy savings through our BEMS service offerings. Additionally, proper maintenance can save an estimated 12 to 18 percent* of your budget compared to a run-to-fail approach.

Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS service gives you clear advantages. We look forward to making the following proposed solutions a reality for you. You'll see how even a good building can get better and improve over time.

THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

**Source: FEMP O&M Guide 2010*

BAS SERVICE

Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

MECHANICAL EQUIPMENT SERVICE

Our HVAC Mechanical service technicians will regularly inspect and maintain your HVAC equipment.



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VALUE ADDED SERVICES

YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

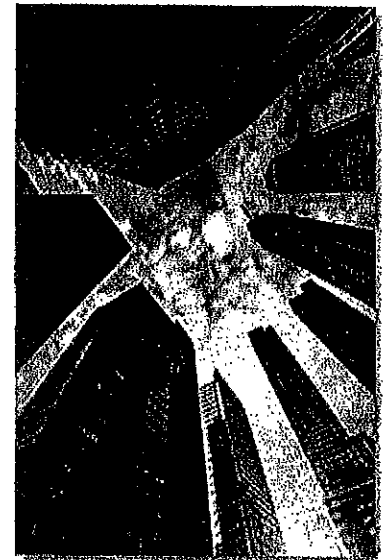
- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

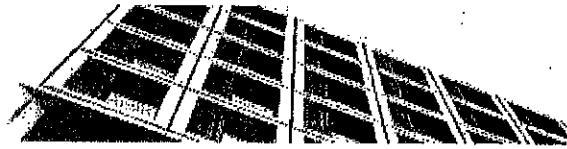
A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training





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BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait

Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

Clarification:

- Please note software update service is applicable for customers' existing hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.



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OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality

Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices



ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

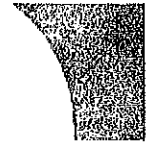
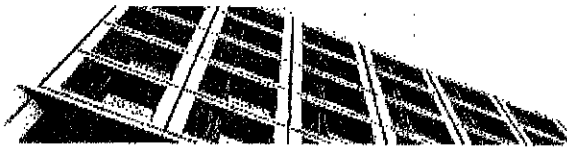
- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 2 times per year as stated in the Agreement



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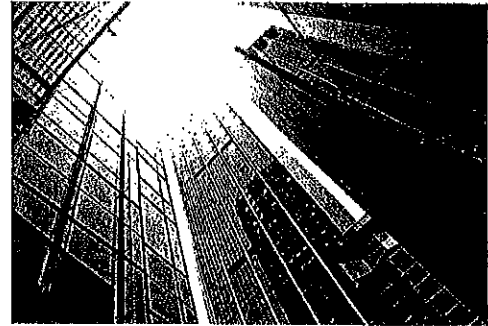


SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

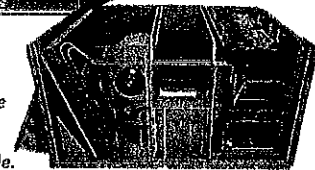
Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs



Implementation:

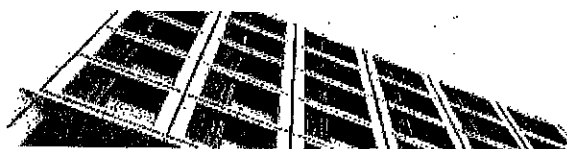
- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



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OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

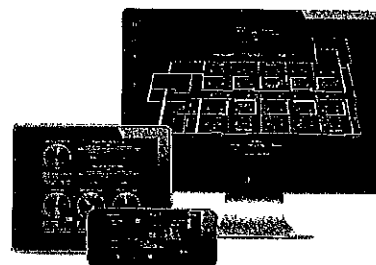
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it

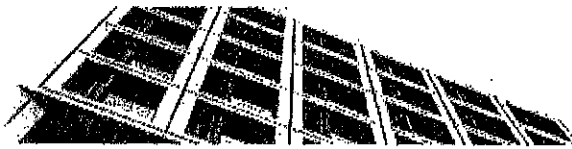


Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



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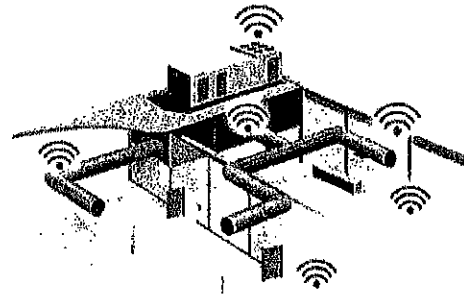


CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement



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BAS AND SYSTEMS COVERAGE

Bushkill Elementary

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
System Control Units	1	unknown	LP-FX6011	317988	TRIDIUM FX60
JACE Building Controller	1	Tridium	FX-80	unknown	TRIDIUM FX80

Description

System Analysis and Review

Quantity Per Year

2

BAS Scope of Service Clarifications:

Inspections: Included are 2 onsite inspections to meet customer staff, perform maintenance tasks and review system operation.

Repair Labor: Labor to repair or replace failed components is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Repair Parts and Material: Parts, replacement controllers and other materials needed to complete repairs is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

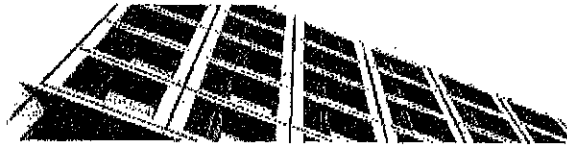
Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Emergency Service: Emergency service is available 24/7 at the preferred customer rates. For calls outside of normal business hours the preferred customer overtime rates will apply. For customers with remote BAS access thru Trane Intelligent Services or other approved connections, initial troubleshooting, diagnosis and remediation of the BAS system may be possible without need for a truck roll to the site thus minimizing service delays and travel costs. Remote diagnosis and remediation (if available) will be billed at preferred customer rates.



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HVAC SCOPE OF SERVICES

Trane Service Agreement services consider performance and efficiency—at the system level. However, any system is only as strong as its individual mechanical components. An HVAC/Mechanical Service Agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards.

The Scope of Services under the Agreement is as follows:

TRANE SCHEDULED MAINTENANCE

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. *The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.* This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

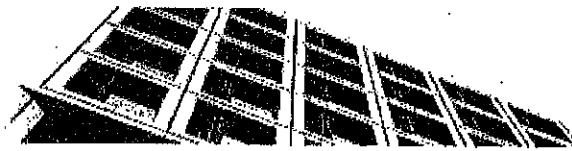
- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



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EQUIPMENT COVERAGE AND SERVICES

The following "Covered Equipment" will be serviced at:

Bushkill Elementary

The following "Covered Equipment" will be serviced at Bushkill Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Air-Cooled Chiller - Series R(TM)	1	Trane	RTAA1104XJ	U98A07334	

Description	Quantity Per Year
RTAA Annual Inspection	1
RTAA Operational Inspection	1

Mechanical Scope of Service Clarifications:

Inspections: This coverage includes two scheduled inspections on the RTAA chiller.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

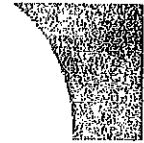
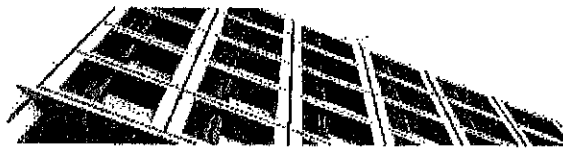
Clarifications:

Repair Labor: Labor to repair or replace failed components is **not** included and will be invoiced accordingly.

Repair Parts and Material: Parts, refrigerant, oil and other material to complete repairs are **not** included and will be invoiced accordingly.



TRANE



PRICING AND ACCEPTANCE

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address:
Bushkill Elementary
131 North School Drive
DINGMANS FERRY, PA 18328

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Annual Payment <i>plus applicable tax</i>	\$4,391.00	\$4,510.00	\$4,632.00	\$4,757.00	\$4,885.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$1,125.20	\$1,155.69	\$1,186.95	\$1,218.98	\$1,251.78
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 3 Years in Advance	10% Prepay 3 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$4,259.27	\$8,527.16	\$12,748.09	\$16,918.25	\$20,857.50
Prepayment Discount Savings**	\$131.73	\$373.84	\$784.91	\$1,371.75	\$2,317.50

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning **July 1, 2021** and expiring **June 30, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

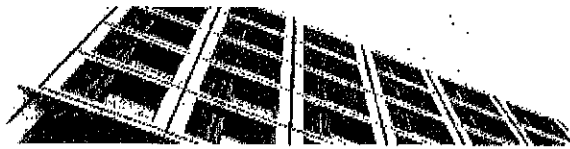
If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (570) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at



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the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

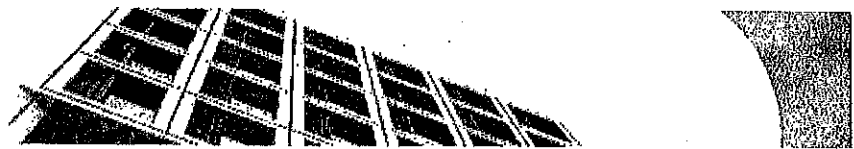
1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Vincent DeAngelis
_____	_____
Printed Name	Proposal Date: November 16, 2020
_____	Cell: (570) 332-1880
_____	Office:
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date



TRANE



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.6% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer



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recommendations concerning teardown and Internal Inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. COVID-19 LIMITATION ON LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.



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16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 28 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

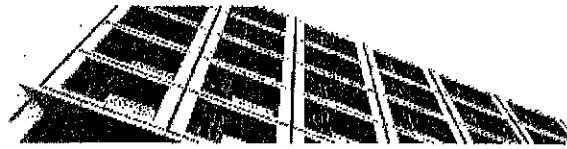
20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0720)
Supersedes 1-26.130-7 (0919)



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TERMS AND CONDITIONS – Energy Performance Subscription

1. Terms Supplemental. These terms and conditions ("EP Subscription Terms") are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides Internet-based access to the hosted Energy Performance (EP) application ("EP Subscription") as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the EP Subscription, except as the context indicates otherwise.

2. Definitions.

"**Malicious Code**" means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

"**Customer Data**" means all Customer electronic data or information collected through and stored in connection with the EP Subscription.

"**Users**" means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.

3. Software as a Service EP Subscription. Upon commencement of the EP Subscription and for the EP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the EP Subscription services solely for your internal business operations and subject to the EP Subscription Terms and Conditions (Service). Customer may allow its Users to use the EP Subscription services for this purpose and Customer is responsible for Users' compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The EP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices ("Data Collection") and regular database backups. The EP Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the EP Subscription. Customer hereby accepts, and upon initial use of EP Subscription, each Customer User will be required to accept these EP Subscription Terms. User access shall terminate on the same date as the applicable EP Subscription Term.

4. Subscription Term. The initial EP Subscription Term commences on the date that Customer receives access to the EP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).

5. Customer's Responsibilities. Customer shall (i) be responsible for Users' compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the EP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the EP Subscription only in accordance with these terms and conditions and Customer's Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the EP Subscription, and (v) pay all fees when due for the EP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the EP Subscription or physical hardware deployed at Customer's facilities to enable operation of the EP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the EP Subscription, (iii) copy, frame or mirror any part or content of the EP Subscription, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble or decompile the EP Subscription, or (v) access the EP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the EP Subscription. In addition, Customer shall not (m) make the EP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the EP Subscription, (o) use the EP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the EP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the EP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the EP Subscription or their related systems or networks.

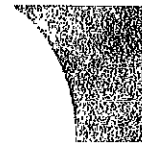
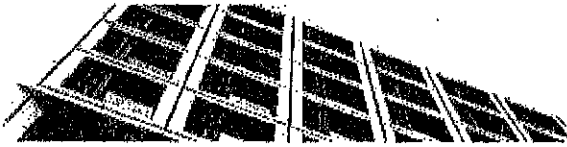
6. Cancellation. In the event of a cancellation of the EP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.

7. Customer Breach; Termination. Company may terminate the EP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. Upon termination, Customer shall not be entitled to any refund of the price paid to Company.

8. Availability. Company shall exercise reasonable care in providing the EP Subscription and use commercially reasonable efforts to make the service available at all times. The EP Subscription is accessible via the Internet and thus subject to limitations, delays, and other problems inherent to the operation of Internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the EP Subscription. It is the responsibility of the Named Users to provide this information to all Users of EP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to EP Subscription Service that may result in loss of access from time to time without prior notice. Service features that Interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the EP Subscription. If said



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parties cease to make the API or program available on reasonable terms for the EP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.

9. Software Upgrades. Software upgrades to EP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.

10. Database Backup. Short term and long term database backups are performed at the sole discretion of the Company.

11. Data Collection. Where Customer has placed an order that includes EP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into EP Subscription. It is Customer's responsibility to check EP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from EP Subscription at any time using the standard EP Subscription export functions.

12. Ownership of Data. All data relating to the performance and condition of Customer building systems that Company collects in connection with the EP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the EP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at <https://www.tranetechnologies.com/privacy-policy.html>.

13. Data Retention. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.

14. Communications – Analog Modem Facilities. Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.

15. Communications – Ethernet. Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when network issues do not allow for successful communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the Internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake; engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

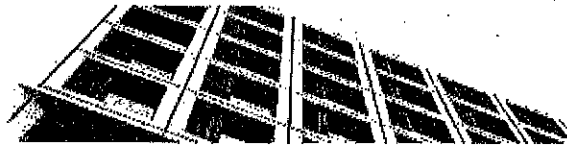
17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of EP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the EP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with EP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the EP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into EP after the last database backup was taken; EP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access EP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF EP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT EP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF EP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF EP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF EP



TRANE



SUBSCRIPTION. EP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE EP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the EP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and EP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the EP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE EP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for EP Subscription.

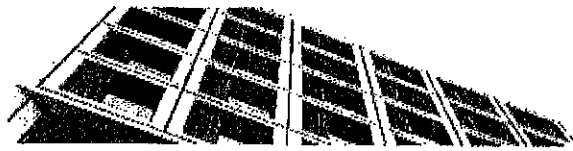
23. Customer Indemnify. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of EP Subscription service, breach of these EP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the EP Subscription offering, or the terms and conditions at any time.

(081415)



TRANE



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

RTAA Annual Inspection

Description

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect for leaks and report leak check result.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the condenser fans for clearances and free operation.

Controls and Safeties

- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- Test oil pressure safety device (as required). Calibrate and record setting.
- Test the operation of the chilled water pump starter auxiliary contacts.

Lubrication System

- Pull oil sample for spectroscopic analysis.
- Test oil for acid content and discoloration.
- Make recommendations to the customer based on the results of the test.
- Verify the operation of the oil heaters.

Motor and Starter

- Clean the starter cabinet and starter components.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check all mechanical linkages for wear, security and clearances.
- Verify tightness of the motor terminal connections.
- Meg the motor and record readings.
- Verify the operation of the electrical interlocks.
- Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

RTAA Operational Inspection

Description

- Check the general operation of the unit.
- Log the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the control circuit.
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.



TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1185 North Washington Street
WILKES BARRE, PA 18705

Trane Representative

Vincent DeAngelis
Cell: (570) 332-1880

Proposal ID

2949498

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949498

Company Name

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address

JT Lambert Intermediate
2000 Milford Road
EAST STROUDSBURG, PA 18301

November 16, 2020



TRANE



Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
- Facilities will offer more advantages for occupants, improving how people live and work
- Technology will enable compliance with emerging climate change policy
- Providers will differentiate themselves through competencies in cyber security

Across our customer base, Trane is consistently delivering 5 to 10 percent energy savings through our BEMS service offerings. Additionally, proper maintenance can save an estimated 12 to 18 percent* of your budget compared to a run-to-fail approach.

Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS service gives you clear advantages. We look forward to making the following proposed solutions a reality for you. You'll see how even a good building can get better and improve over time.

THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

*Source: FEMP O&M Guide 2010

BAS SERVICE

Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

MECHANICAL EQUIPMENT SERVICE

Our HVAC Mechanical service technicians will regularly inspect and maintain your HVAC equipment.



TRANE



VALUE ADDED SERVICES

YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

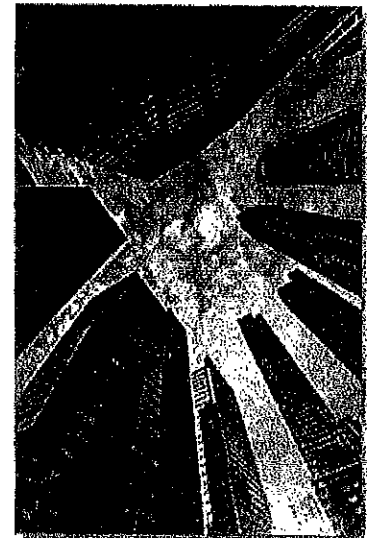
- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training





TRANE



BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait

Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

Clarification:

Please note software update service is applicable for customers' existing hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly



TRANE



OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality



Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices

ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 2 times per year as stated in the Agreement



TRANE

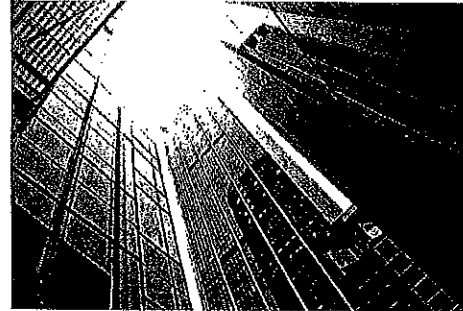


SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



Implementation:

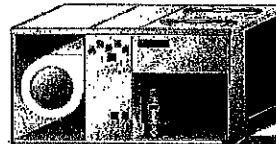
- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs



Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



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OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

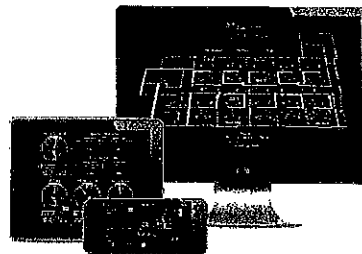
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it



Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern

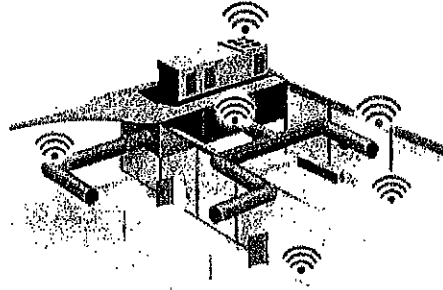


CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

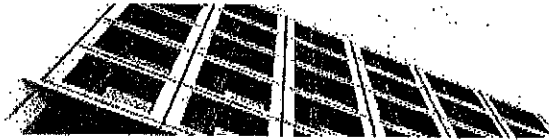
Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement



BAS AND SYSTEMS COVERAGE

The following "Covered Equipment" will be serviced at:

JT Lambert Intermediate

The following "Covered Equipment" will be serviced at JT Lambert Intermediate:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E15A82045	
Tracer SC	1	Trane	BMSC000AAA	E15A82046	
Tracer SC	1	Trane	BMSC000AAA	E15A82047	

Description

System Analysis and Review

Quantity Per Year

2

BAS Scope of Service Clarifications:

Inspections: Included are 2 onsite inspections to meet customer staff, perform maintenance tasks and review system operation.

Repair Labor: Labor to repair or replace failed components is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Repair Parts and Material: Parts, replacement controllers and other materials needed to complete repairs is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Emergency Service: Emergency service is available 24/7 at the preferred customer rates. For calls outside of normal business hours the preferred customer overtime rates will apply. For customers with remote BAS access thru Trane Intelligent Services or other approved connections, initial troubleshooting, diagnosis and remediation of the BAS system may be possible without need for a truck roll to the site thus minimizing service delays and travel costs. Remote diagnosis and remediation (if available) will be billed at preferred customer rates.



TRANE



HVAC SCOPE OF SERVICES

Trane Service Agreement services consider performance and efficiency—at the system level. However, any system is only as strong as its individual mechanical components. An HVAC/Mechanical Service Agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards.

The Scope of Services under the Agreement is as follows:

TRANE SCHEDULED MAINTENANCE

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. *The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.* This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

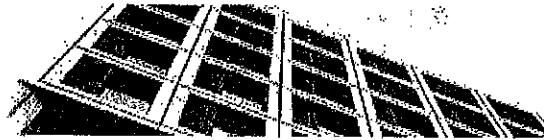
- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



TRANE



EQUIPMENT COVERAGE AND SERVICES

The following "Covered Equipment" will be serviced at:

JT Lambert Intermediate

The following "Covered Equipment" will be serviced at JT Lambert Intermediate:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-60 Ton Air-Cooled Condensing Unit	1	Trane	RAUCC304BY	C07E04824	AHU 6 CAFE

Description	Quantity Per Year
Air Cooled Recip Condensing Unit Annual Maintenance	1
Air Cooled Recip Condensing Unit Operating Maintenance	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
120-400 Ton Air-Cooled Series R(TM) -	1	Trane	RTAC1554U1	U15D01591	

Description	Quantity Per Year
RTAC Annual Inspection	1
RTAC Operational Inspection	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
12 1/2 -25 Ton Packaged Unitary Gas/Elec Rooftop	1	Trane	YHH300G4RH	151310323D	HVAC 1
12 1/2 -25 Ton Packaged Unitary Gas/Elec Rooftop	1	Trane	YHH300G4RH	151310337D	HVAC 2

Description	Quantity Per Year
Voyager Cooling Pre-Season Annual	1
Voyager Operating Inspection	1
Voyager Heat Pre-Season Annual	1

Mechanical Scope of Service Clarifications:

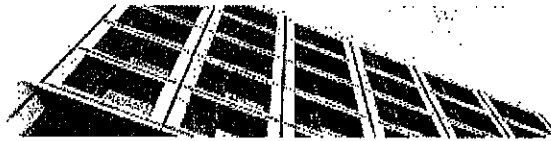
Inspections: This coverage includes two scheduled inspections on the RTAC chiller and the RAUC condensing unit. Also included is a pre-cooling, pre-heating and operating inspection on the Trane rooftop units.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Clarifications:

Repair Labor: Labor to repair or replace failed components is **not** included and will be invoiced accordingly.

Repair Parts and Material: Parts, refrigerant, oil and other material to complete repairs are **not** included and will be invoiced accordingly.



PRICING AND ACCEPTANCE

East Stroudsburg Area School District
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301

Site Address:
JT Lambert Intermediate
 2000 Milford Road
 EAST STROUDSBURG, PA 18301

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Annual Payment <i>plus applicable tax</i>	\$9,948.00	\$10,217.00	\$10,493.00	\$10,776.00	\$11,067.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$2,549.18	\$2,618.11	\$2,688.83	\$2,761.35	\$2,835.92
**Prepayment Discounts - Invoice to be issued at start of contract and is due not 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years In Advance	5.8% Prepay 3 Years In Advance	7.5% Prepay 3 Years In Advance	10% Prepay 3 Years In Advance
Prepayment Due* <i>plus applicable tax</i>	\$9,649.56	\$19,318.07	\$28,879.84	\$38,326.45	\$47,250.90
Prepayment Discount Savings**	\$298.44	\$846.93	\$1,778.16	\$3,107.55	\$5,250.10

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

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COVID-19 National Emergency Clause

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
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Authorized Representative	Submitted By: Vincent DeAngelis
Printed Name	Proposal Date: November 16, 2020
Title	Cell: (570) 332-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	Title
	Signature Date



TRANE

TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1185 North Washington Street
WILKES BARRE, PA 18705

Trane Representative

Vincent DeAngellis
Cell: (570) 332-1880

Proposal ID

2949753

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949753

Company Name

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address

Smithfield Elementary
245 River Road
EAST STROUDSBURG, PA 18301

November 16, 2020



TRANE



Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these Intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
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THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

*Source: FEMP O&M Guide 2010

BAS SERVICE

Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

MECHANICAL EQUIPMENT SERVICE

Our HVAC Mechanical service technicians will regularly inspect and maintain your HVAC equipment.



TRANE



VALUE ADDED SERVICES

YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

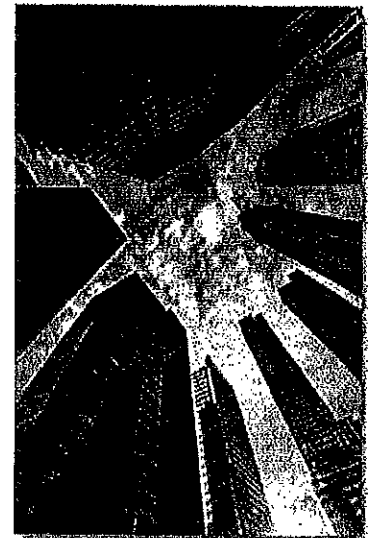
- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

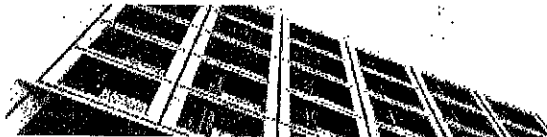
SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training





BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait

Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

Clarification:

- Please note software update service is applicable for customers' existing hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.



TRANE



OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality



Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices

ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 2 times per year as stated in the Agreement

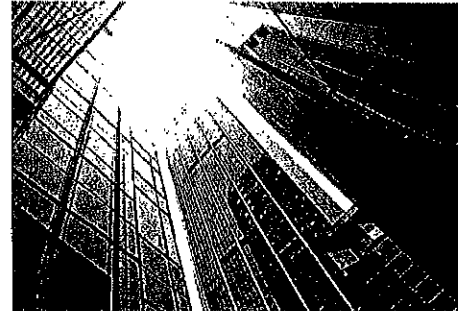


TRANE



SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.



Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone

Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs



Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



TRANE



VERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

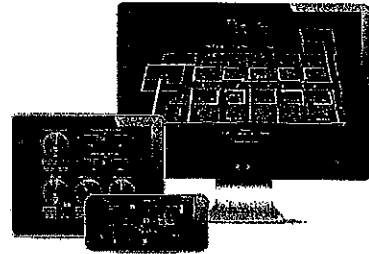
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it



Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



TRANE

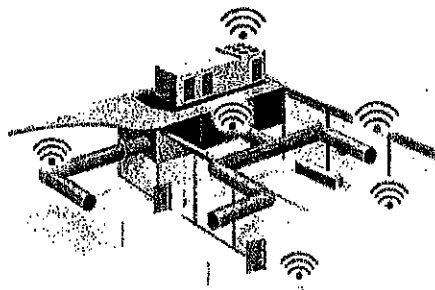


CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

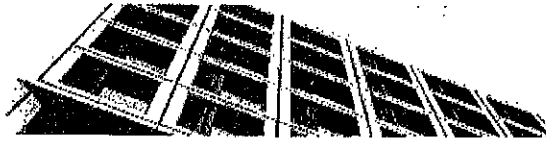
Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement



BAS AND SYSTEMS COVERAGE

Smithfield Elementary

The following "Covered Equipment" will be serviced at Smithfield Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer Summit Building Management	1	Trane	BMTX001AAA	E06F50031	BCU 2
Tracer Summit Building Management	1	Trane	BMTX001AAA	E06C71192	BCU 1

Description

System Analysis and Review

Quantity Per Year

2

BAS Scope of Service Clarifications:

Inspections: Included are 2 onsite inspections to meet customer staff, perform maintenance tasks and review system operation.

Repair Labor: Labor to repair or replace failed components is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Repair Parts and Material: Parts, replacement controllers and other materials needed to complete repairs is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Emergency Service: Emergency service is available 24/7 at the preferred customer rates. For calls outside of normal business hours the preferred customer overtime rates will apply. For customers with remote BAS access thru Trane Intelligent Services or other approved connections, initial troubleshooting, diagnosis and remediation of the BAS system may be possible without need for a truck roll to the site thus minimizing service delays and travel costs. Remote diagnosis and remediation (if available) will be billed at preferred customer rates.



TRANE



HVAC SCOPE OF SERVICES

Trane Service Agreement services consider performance and efficiency—at the system level. However, any system is only as strong as its individual mechanical components. An HVAC/Mechanical Service Agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards.

The Scope of Services under the Agreement is as follows:

TRANE SCHEDULED MAINTENANCE

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. *The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.*

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

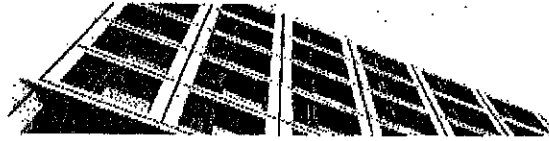
- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



TRANE



EQUIPMENT COVERAGE AND SERVICES

The following "Covered Equipment" will be serviced at:

Smithfield Elementary

The following "Covered Equipment" will be serviced at Smithfield Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Air-Cooled Chiller - Series R(TM)	1	Trane	RTAA1004YR	U06G08344	

Description

RTAA Annual Inspection
RTAA Operational Inspection

Quantity Per Year

1
1

Mechanical Scope of Service Clarifications:

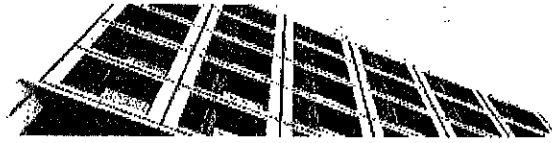
Inspections: This coverage includes two scheduled inspections on the RTAA chiller.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Clarifications:

Repair Labor: Labor to repair or replace failed components is **not** included and will be invoiced accordingly.

Repair Parts and Material: Parts, refrigerant, oil and other material to complete repairs are **not** included and will be invoiced accordingly.



PRICING AND ACCEPTANCE

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address:
Smithfield Elementary
245 River Road
EAST STROUDSBURG, PA 18301

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Annual Payment <i>plus applicable tax</i>	\$3,293.00	\$3,382.00	\$3,473.00	\$3,567.00	\$3,663.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$843.83	\$866.64	\$889.96	\$914.05	\$938.65
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years In Advance	5.8% Prepay 3 Years In Advance	7.5% Prepay 3 Years In Advance	10% Prepay 3 Years In Advance
Prepayment Due* <i>plus applicable tax</i>	\$3,194.21	\$6,394.85	\$9,559.42	\$12,686.38	\$15,640.20
Prepayment Discount Savings**	\$98.79	\$280.35	\$588.58	\$1,028.63	\$1,737.80

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	Trane U.S. Inc.
Authorized Representative	Submitted By: Vincent DeAngels
Printed Name	Proposal Date: November 16, 2020
Title	Cell: (570) 332-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	Title
	Signature Date



TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1185 North Washington Street
WILKES BARRE, PA 18705

Trane Representative

Vincent DeAngellis
Cell: (570) 332-1880

Proposal ID

2949512

Contact Telephone Number for Service

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Service Contract Number

2949512

Company Name

East Stroudsburg Area School District
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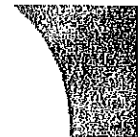
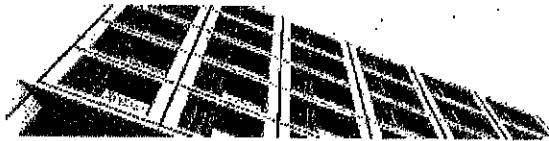
Site Address

Middle Smithfield Elementary
5180 Milford Road
EAST STROUDSBURG, PA 18301

November 16, 2020



TRANE



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**Source: FEMP O&M Guide 2010*

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Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

MECHANICAL EQUIPMENT SERVICE

Our HVAC Mechanical service technicians will regularly inspect and maintain your HVAC equipment.



VALUE ADDED SERVICES

YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

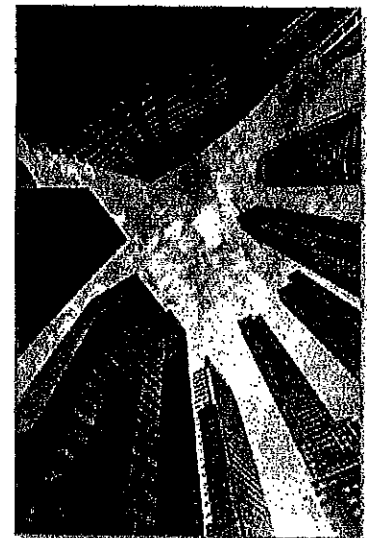
- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane Incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training





BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which Improvement opportunities should be prioritized; which can wait

Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

Clarification:

Please note software update service is applicable for customers' existing hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.



TRANE



OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

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- Align staff habits to industry-best practices
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- Answer operational questions
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Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
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ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

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- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 2 times per year as stated in the Agreement

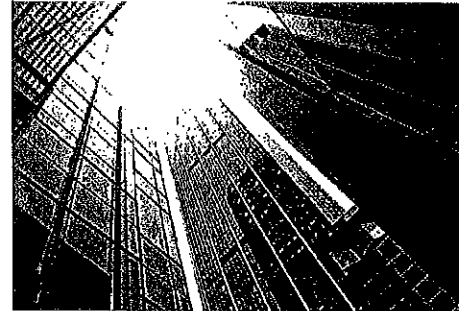


TRANE



SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.



Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone

Implementation:

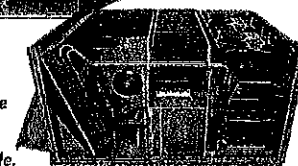
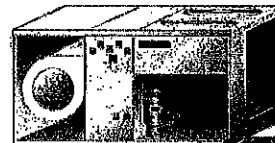
- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs



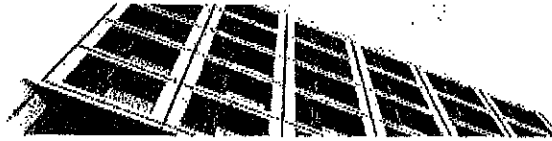
Graphics shown are representational only, review does not include upgrade.

Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



TRANE



OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

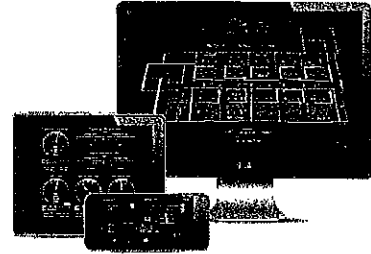
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it



Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



TRANE

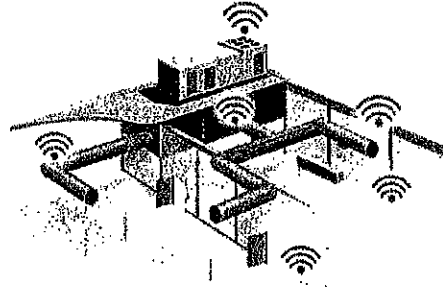


CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO₂, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

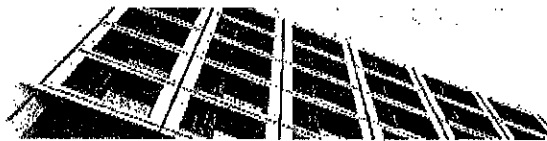
- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement



TRANE



BAS AND SYSTEMS COVERAGE

Middle Smithfield Elementary

The following "Covered Equipment" will be serviced at Middle Smithfield Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer Summit Building Management Systems	1	Trane	BMTX001AAB	E09E53007	
Tracer Summit Building Management Systems	1	Trane	BMTX001AAB	E09E53009	

Description

System Analysis and Review

Quantity Per Year

2

BAS Scope of Service Clarifications:

Inspections: Included are 2 onsite inspections to meet customer staff, perform maintenance tasks and review system operation.

Repair Labor: Labor to repair or replace failed components is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Repair Parts and Material: Parts, replacement controllers and other materials needed to complete repairs is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

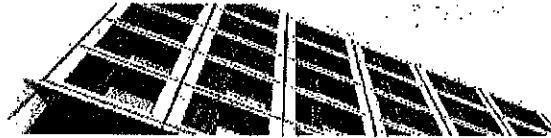
Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Emergency Service: Emergency service is available 24/7 at the preferred customer rates. For calls outside of normal business hours the preferred customer overtime rates will apply. For customers with remote BAS access thru Trane Intelligent Services or other approved connections, initial troubleshooting, diagnosis and remediation of the BAS system may be possible without need for a truck roll to the site thus minimizing service delays and travel costs. Remote diagnosis and remediation (if available) will be billed at preferred customer rates.



TRANE



HVAC SCOPE OF SERVICES

Trane Service Agreement services consider performance and efficiency—at the system level. However, any system is only as strong as its individual mechanical components. An HVAC/Mechanical Service Agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards.

The Scope of Services under the Agreement is as follows:

TRANE SCHEDULED MAINTENANCE

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. *The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.* This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

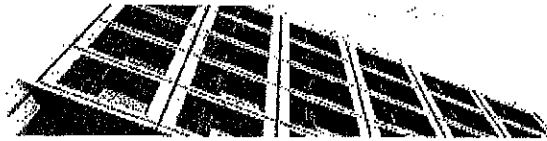
- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



TRANE



EQUIPMENT COVERAGE AND SERVICES

The following "Covered Equipment" will be serviced at:

Middle Smithfield Elementary

The following "Covered Equipment" will be serviced at Middle Smithfield Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Air-Cooled Chiller - Series R(TM)	1	Trane	RTAA1254YT	U09B03070	

Description	Quantity Per Year
RTAA Annual Inspection	1
RTAA Operational Inspection	1

Mechanical Scope of Service Clarifications:

Inspections: This coverage includes two scheduled inspections on the RTAA chiller.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Clarifications:

Repair Labor: Labor to repair or replace failed components is **not** included and will be invoiced accordingly.

Repair Parts and Material: Parts, refrigerant, oil and other material to complete repairs are **not** included and will be invoiced accordingly.



TRANE



PRICING AND ACCEPTANCE

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address:
Middle Smithfield Elementary
5180 Milford Road
EAST STROUDSBURG, PA 18301

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Annual Payment <i>plus applicable tax</i>	\$3,293.00	\$3,382.00	\$3,473.00	\$3,567.00	\$3,663.00
Quarterly Payment <i>plus tax. Reflects 2.5% finance charge</i>	\$843.83	\$866.64	\$889.96	\$914.05	\$938.65
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 3 Years in Advance	10% Prepay 3 Years in Advance
Prepayment Due <i>plus applicable tax</i>	\$3,194.21	\$6,394.65	\$9,559.42	\$12,686.38	\$15,640.20
Prepayment Discount Savings <i>**</i>	\$98.79	\$280.35	\$588.58	\$1,028.63	\$1,737.80

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning **July 1, 2021** and expiring **June 30, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

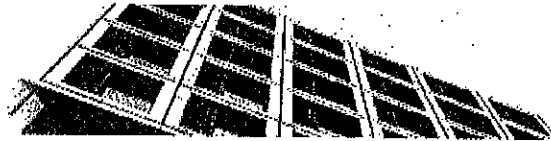
If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (670) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at



TRANE



the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	Submitted By: Vincent DeAngelis
Authorized Representative	Proposed Date: November 16, 2020
_____	Cell: (570) 332-1880
Printed Name	Office:
_____	License Number:
Title	_____
_____	Authorized Representative
Purchase Order	_____
_____	Title
Acceptance Date	_____
	Signature Date



TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1185 North Washington Street
WILKES BARRE, PA 18705

Trane Representative

Vincent DeAngelis
Cell: (570) 332-1880

Proposal ID

2949492

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949492

Company Name

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address

East Stroudsburg High School South
279 North Courtland Street
EAST STROUDSBURG, PA 18301

November 16, 2020



TRANE



Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these Intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
- Facilities will offer more advantages for occupants, improving how people live and work
- Technology will enable compliance with emerging climate change policy
- Providers will differentiate themselves through competencies in cyber security

Across our customer base, Trane is consistently delivering 5 to 10 percent energy savings through our BEMS service offerings. Additionally, proper maintenance can save an estimated 12 to 18 percent* of your budget compared to a run-to-fail approach.

Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS service gives you clear advantages. We look forward to making the following proposed solutions a reality for you. You'll see how even a good building can get better and improve over time.

THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

**Source: FEMP O&M Guide 2010*

BAS SERVICE

Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

MECHANICAL EQUIPMENT SERVICE

Our HVAC Mechanical service technicians will regularly inspect and maintain your HVAC equipment.



TRANE



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Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.

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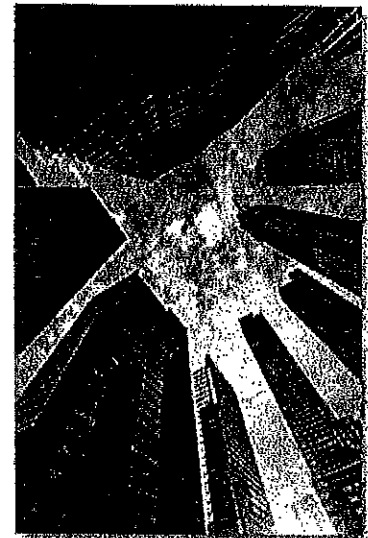
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TRANE



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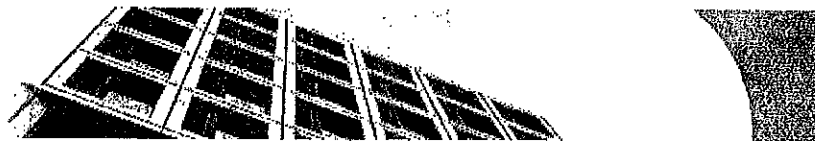
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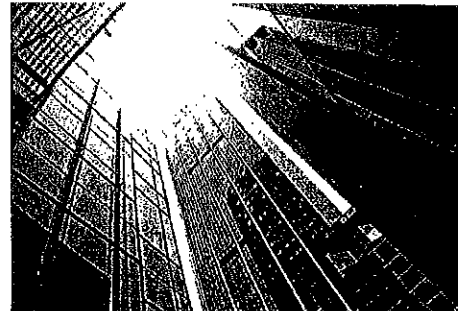


TRANE



SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.



Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone

Implementation:

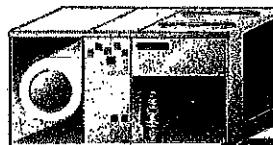
- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

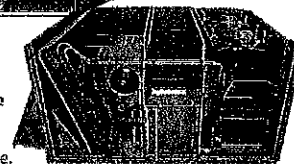
Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs



Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



TRANE



OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

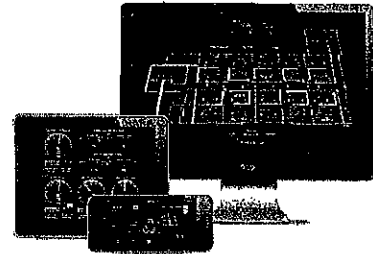
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it



Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



TRANE



CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check Inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.



Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency

Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

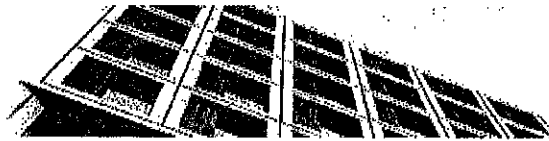
Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement



BAS AND SYSTEMS COVERAGE

East Stroudsburg High School South

The following "Covered Equipment" will be serviced at East Stroudsburg High School South:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer Summit Building Management	1	Trane	BMTX001AAB	E07C50247	BCU 1
Tracer Summit Building Management	1	Trane	BMTX001AAB	E07C50264	BCU 3
Tracer Summit Building Management	1	Trane	BMTX001AAB	E07C50272	BCU 2
Tracer Summit Building Management	1	Trane	BMTX001AAB	E07J51044	BCU 6
Tracer Summit Building Management	1	Trane	BMTX001AAB	E07J51067	BCU 4
Tracer Summit Building Management	1	Trane	BMTX001AAB	E07C50253	BCU 5

Description

System Analysis and Review

Quantity Per Year

2

BAS Scope of Service Clarifications:

Inspections: Included are 2 onsite inspections to meet customer staff, perform maintenance tasks and review system operation.

Repair Labor: Labor to repair or replace failed components is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Repair Parts and Material: Parts, replacement controllers and other materials needed to complete repairs is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

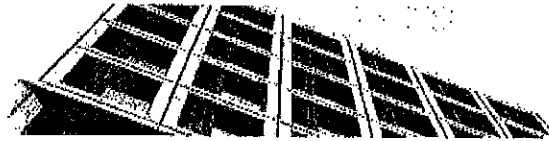
Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Emergency Service: Emergency service is available 24/7 at the preferred customer rates. For calls outside of normal business hours the preferred customer overtime rates will apply. For customers with remote BAS access thru Trane Intelligent Services or other approved connections, initial troubleshooting, diagnosis and remediation of the BAS system may be possible without need for a truck roll to the site thus minimizing service delays and travel costs. Remote diagnosis and remediation (if available) will be billed at preferred customer rates.



TRANE



HVAC SCOPE OF SERVICES

Trane Service Agreement services consider performance and efficiency—at the system level. However, any system is only as strong as its individual mechanical components. An HVAC/Mechanical Service Agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards.

The Scope of Services under the Agreement is as follows:

TRANE SCHEDULED MAINTENANCE

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. *The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.* This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



EQUIPMENT COVERAGE AND SERVICES

The following "Covered Equipment" will be serviced at:

East Stroudsburg High School South

The following "Covered Equipment" will be serviced at East Stroudsburg High School South:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Series R(TM)	1	Trane	RTAC2254UQ	U07E03134	
Air-Cooled Series R(TM)	1	Trane	RTAC2254UQ	U07E03135	

Description	Quantity Per year
RTAC Annual	1
RTAC Operational Inspection	1

Mechanical Scope of Service Clarifications:

Inspections: This coverage includes two scheduled inspections on the RTAC chillers.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

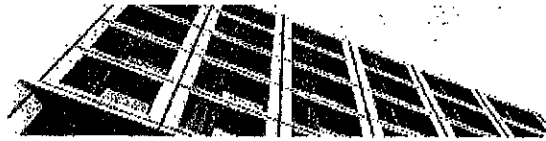
Clarifications:

Repair Labor: Labor to repair or replace failed components is **not** included and will be invoiced accordingly.

Repair Parts and Material: Parts, refrigerant, oil and other material to complete repairs are **not** included and will be invoiced accordingly.



TRANE



PRICING AND ACCEPTANCE

Site Address:

East Stroudsburg High School South
279 North Courland Street
EAST STROUDSBURG, PA 18301

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Annual Payment <i>plus applicable tax</i>	\$7,948.00	\$8,163.00	\$8,383.00	\$8,609.00	\$8,841.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$2,036.68	\$2,091.77	\$2,148.15	\$2,206.06	\$2,265.51
***Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 3 Years In Advance	10% Prepay 3 Years In Advance
Prepayment Due* <i>plus applicable tax</i>	\$7,709.56	\$15,434.34	\$23,073.35	\$30,620.28	\$37,749.60
Prepayment Discount Savings**	\$238.44	\$676.66	\$1,420.65	\$2,482.73	\$4,194.40

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning **July 1, 2021** and expiring **June 30, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (570) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.



TRANE



Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Vincent DeAngelis
_____	Proposal Date: November 16, 2020
Printed Name	Cell: (570) 332-1880
_____	Office:
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date



TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1185 North Washington Street
WILKES BARRE, PA 18705

Company Name

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Trane Representative

Vincent DeAngelis
Cell: (570) 332-1880

Site Address

JM Hill Elementary
151 East Broad Street
EAST STROUDSBURG, PA 18301

Proposal ID

2949497

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949497

November 16, 2020



TRANE®



Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
- Facilities will offer more advantages for occupants, improving how people live and work
- Technology will enable compliance with emerging climate change policy
- Providers will differentiate themselves through competencies in cyber security

Across our customer base, Trane is consistently delivering 5 to 10 percent energy savings through our BEMS service offerings. Additionally, proper maintenance can save an estimated 12 to 18 percent* of your budget compared to a run-to-fail approach.

Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS service gives you clear advantages. We look forward to making the following proposed solutions a reality for you. You'll see how even a good building can get better and improve over time.

THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

**Source: FEMP O&M Guide 2010*

BAS SERVICE

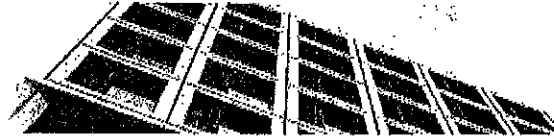
Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

MECHANICAL EQUIPMENT SERVICE

Our HVAC Mechanical service technicians will regularly inspect and maintain your HVAC equipment.



TRANE



VALUE ADDED SERVICES

YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

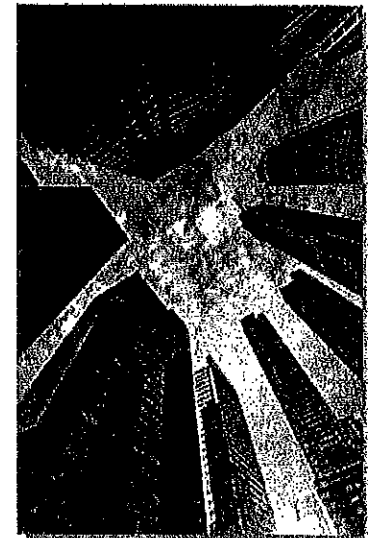
- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training





BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait

Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

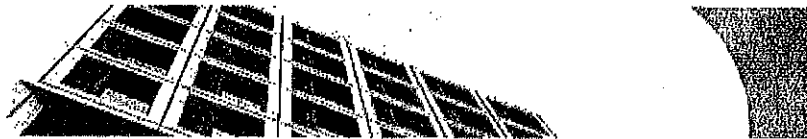
- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

Clarification:

Please note software update service is applicable for customers' existing hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.



TRANE



OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality



Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices

ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 2 times per year as stated in the Agreement

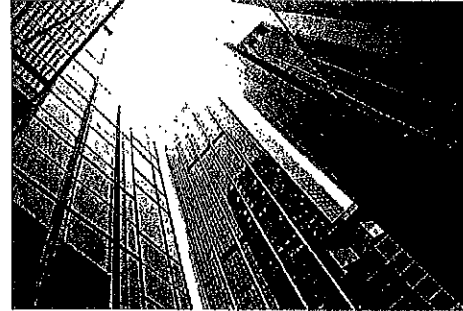


TRANE



SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.



Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone

Implementation:

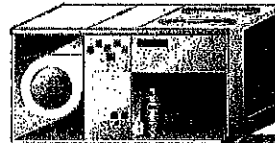
- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

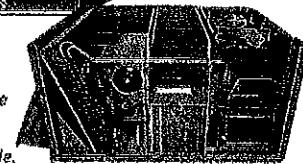
Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs



Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



VERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

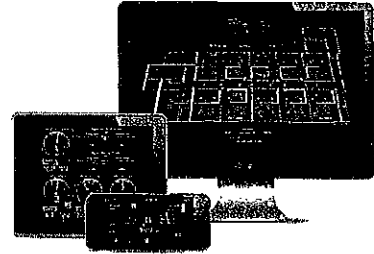
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it



Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



TRANE

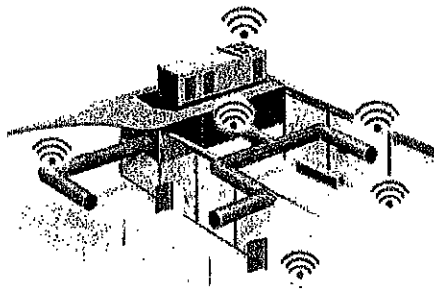


CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

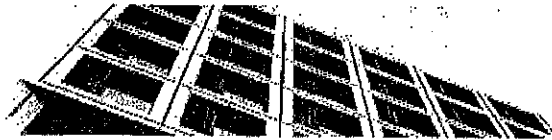
Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement



BAS AND SYSTEMS COVERAGE

JM Hill Elementary

The following "Covered Equipment" will be serviced at JM Hill Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E13G60360	
Tracer SC	1	Trane	BMSC000AAA	E13G60361	

Description

System Analysis and Review

Quantity Per Year

2

BAS Scope of Service Clarifications:

Inspections: Included are 2 onsite inspections to meet customer staff, perform maintenance tasks and review system operation.

Repair Labor: Labor to repair or replace failed components is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Repair Parts and Material: Parts, replacement controllers and other materials needed to complete repairs is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Emergency Service: Emergency service is available 24/7 at the preferred customer rates. For calls outside of normal business hours the preferred customer overtime rates will apply. For customers with remote BAS access thru Trane Intelligent Services or other approved connections, initial troubleshooting, diagnosis and remediation of the BAS system may be possible without need for a truck roll to the site thus minimizing service delays and travel costs. Remote diagnosis and remediation (if available) will be billed at preferred customer rates



TRANE



HVAC SCOPE OF SERVICES

Trane Service Agreement services consider performance and efficiency—at the system level. However, any system is only as strong as its individual mechanical components. An HVAC/Mechanical Service Agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards.

The Scope of Services under the Agreement is as follows:

TRANE SCHEDULED MAINTENANCE

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

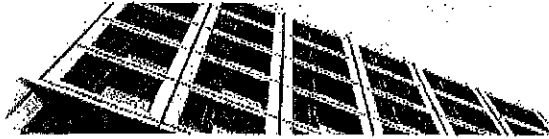
- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



TRANE



EQUIPMENT COVERAGE AND SERVICES

The following "Covered Equipment" will be serviced at:

JM Hill Elementary

The following "Covered Equipment" will be serviced at JM Hill Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM110F2J	U13E36231	

Description

CGAM Annual Inspection
CGAM Operational Inspection

Quantity Per Year

1
1

Mechanical Scope of Service Clarifications:

Inspections: This coverage includes two scheduled inspections on the CGAM chiller.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

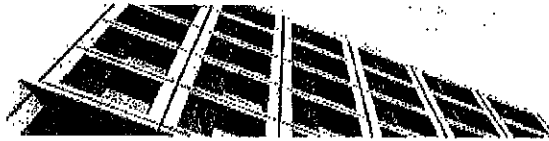
Clarifications:

Repair Labor: Labor to repair or replace failed components is **not** included and will be invoiced accordingly.

Repair Parts and Material: Parts, refrigerant, oil and other material to complete repairs are **not** included and will be invoiced accordingly.



TRANE



PRICING AND ACCEPTANCE

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address:
JM Hill Elementary
151 East Broad Street
EAST STROUDSBURG, PA 18301

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Annual Payment <i>plus applicable tax</i>	\$6,346.00	\$6,517.00	\$6,693.00	\$6,874.00	\$7,060.00
Quarterly Payment <i>plus tax Reflects 2.6% finance charge</i>	\$1,626.16	\$1,669.98	\$1,715.08	\$1,761.46	\$1,809.13
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years In Advance	5.8% Prepay 3 Years In Advance	7.5% Prepay 3 Years In Advance	10% Prepay 3 Years In Advance
Prepayment Due <i>plus applicable tax</i>	\$6,155.62	\$12,322.75	\$18,421.75	\$24,447.75	\$30,141.00
Prepayment Discount Savings **	\$190.38	\$540.25	\$1,134.25	\$1,982.25	\$3,349.00

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning **July 1, 2021** and expiring **June 30, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (570) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.



TRANE



Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____	Trane U.S. Inc.
Authorized Representative	Submitted By: Vincent DeAngellis
_____	Proposal Date: November 16, 2020
Printed Name	Cell: (570) 332-1880
_____	Office:
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date



TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1185 North Washington Street
WILKES BARRE, PA 18705

Trane Representative

Vincent DeAngelis
Cell: (570) 332-1880

Proposal ID

2949469

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949469

Company Name

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

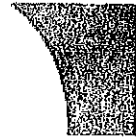
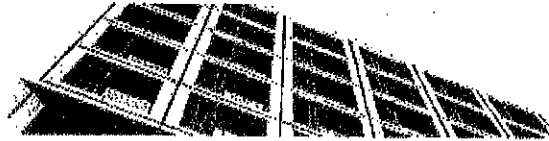
Site Address

Resica Elementary
1 Gravel Ridge Road
EAST STROUDSBURG, PA 18301

November 16, 2020



TRANE



Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these Intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
- Facilities will offer more advantages for occupants, improving how people live and work
- Technology will enable compliance with emerging climate change policy
- Providers will differentiate themselves through competencies in cyber security

Across our customer base, Trane is consistently delivering 5 to 10 percent energy savings through our BEMS service offerings. Additionally, proper maintenance can save an estimated 12 to 18 percent* of your budget compared to a run-to-fail approach.

Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS service gives you clear advantages. We look forward to making the following proposed solutions a reality for you. You'll see how even a good building can get better and improve over time.

THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

*Source: FEMP O&M Guide 2010

BAS SERVICE

Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

MECHANICAL EQUIPMENT SERVICE

Our HVAC Mechanical service technicians will regularly inspect and maintain your HVAC equipment.



TRANE



VALUE ADDED SERVICES

YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

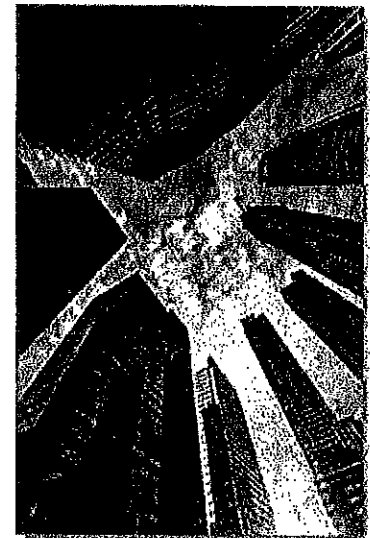
- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training





BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait

Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

Clarification:

- Please note software update service is applicable for customers' existing hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.



TRANE



OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality



Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices

ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 2 times per year as stated in the Agreement

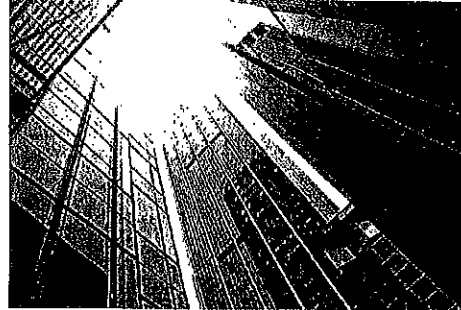


SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

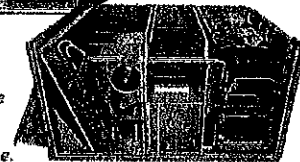
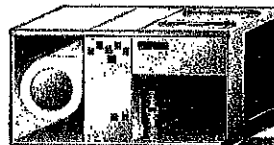
Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs

Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



TRANE®



VERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

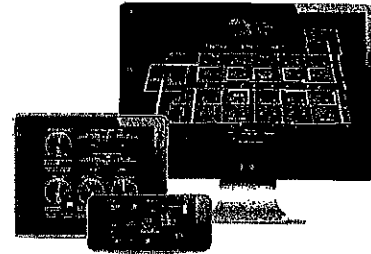
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it

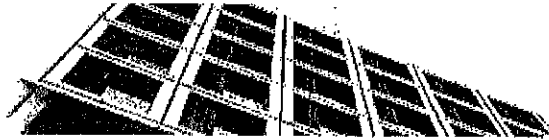


Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



TRANE®

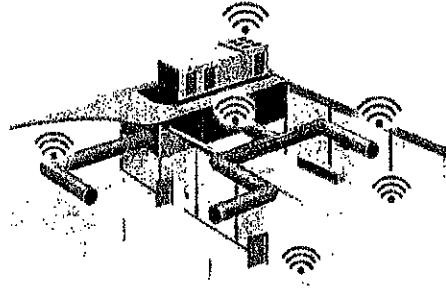


CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO₂, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement



TRANE®



BAS AND SYSTEMS COVERAGE

Resica Elementary

The following "Covered Equipment" will be serviced at Resica Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
System Control Units	1	Trane	BMTX001AAB	E11F57940	

Description

System Analysis and Review

Quantity Per Year

2

BAS Scope of Service Clarifications:

Inspections: Included are 2 onsite inspections to meet customer staff, perform maintenance tasks and review system operation.

Repair Labor: Labor to repair or replace failed components is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Repair Parts and Material: Parts, replacement controllers and other materials needed to complete repairs is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

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Emergency Service: Emergency service is available 24/7 at the preferred customer rates. For calls outside of normal business hours the preferred customer overtime rates will apply. For customers with remote BAS access thru Trane Intelligent Services or other approved connections, initial troubleshooting, diagnosis and remediation of the BAS system may be possible without need for a truck roll to the site thus minimizing service delays and travel costs. Remote diagnosis and remediation (if available) will be billed at preferred customer rates.



TRANE



HVAC SCOPE OF SERVICES

Trane Service Agreement services consider performance and efficiency—at the system level. However, any system is only as strong as its individual mechanical components. An HVAC/Mechanical Service Agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards.

The Scope of Services under the Agreement is as follows:

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Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

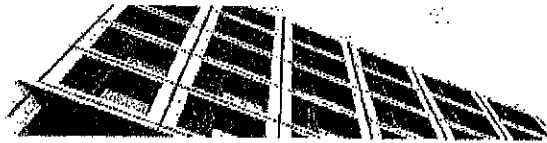
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- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



TRANE



EQUIPMENT COVERAGE AND SERVICES

The following "Covered Equipment" will be serviced at:

Resica Elementary

The following "Covered Equipment" will be serviced at Resica Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM110F2E	U11J24432	

Description	Quantity Per Year
CGAM Annual Inspection	1
CGAM Operational Inspection	1

Mechanical Scope of Service Clarifications:

Inspections: This coverage includes two scheduled inspections on the CGAM chiller.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Clarifications:

Repair Labor: Labor to repair or replace failed components is not included and will be invoiced accordingly.

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PRICING AND ACCEPTANCE

East Stroudsburg Area School District
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301

Site Address:
Resica Elementary
 1 Gravel Ridge Road
 EAST STROUDSBURG, PA 18301

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Annual Payment <i>plus applicable tax</i>	\$5,479.00	\$5,627.00	\$5,779.00	\$5,935.00	\$6,095.00
Quarterly Payment <i>plus tax Reflects 2.5% invoice charge</i>	\$1,404.00	\$1,441.92	\$1,480.87	\$1,520.85	\$1,561.85
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years In Advance	5.8% Prepay 3 Years In Advance	7.5% Prepay 3 Years In Advance	10% Prepay 3 Years In Advance
Prepayment Due <i>plus applicable tax</i>	\$5,314.63	\$10,639.55	\$15,905.67	\$21,108.50	\$26,023.50
Prepayment Discount Savings <i>**</i>	\$164.37	\$466.45	\$979.33	\$1,711.50	\$2,891.50

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

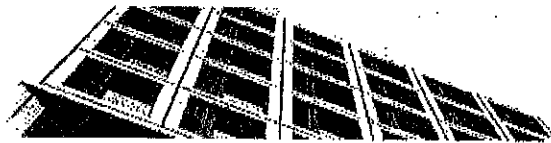
Term

The Initial Term of this Service Agreement is 5 years, beginning **July 1, 2021** and expiring **June 30, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (570) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.



TRANE



Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Vincent DeAngellis
_____	Proposal Date: November 16, 2020
Printed Name	Cell: (570) 332-1880
_____	Office:
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date



TRANE



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"); inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/abour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. **Payment.** Payment is due upon receipt of Company's Invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sledge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services,



TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1185 North Washington Street
WILKES BARRE, PA 18705

Trane Representative

Vincent DeAngelis
Cell: (570) 332-1880

Proposal ID

2949490

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949490

Company Name

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address

East Stroudsburg Elementary
93 Independence Road
EAST STROUDSBURG, PA 18301

November 16, 2020



TRANE



Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
- Facilities will offer more advantages for occupants, improving how people live and work
- Technology will enable compliance with emerging climate change policy
- Providers will differentiate themselves through competencies in cyber security

Across our customer base, Trane is consistently delivering 5 to 10 percent energy savings through our BEMS service offerings. Additionally, proper maintenance can save an estimated 12 to 18 percent* of your budget compared to a run-to-fail approach.

Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS service gives you clear advantages. We look forward to making the following proposed solutions a reality for you. You'll see how even a good building can get better and improve over time.

THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

*Source: FEMP O&M Guide 2010

BAS SERVICE

Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

MECHANICAL EQUIPMENT SERVICE

Our HVAC Mechanical service technicians will regularly inspect and maintain your HVAC equipment.



VALUE ADDED SERVICES

YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

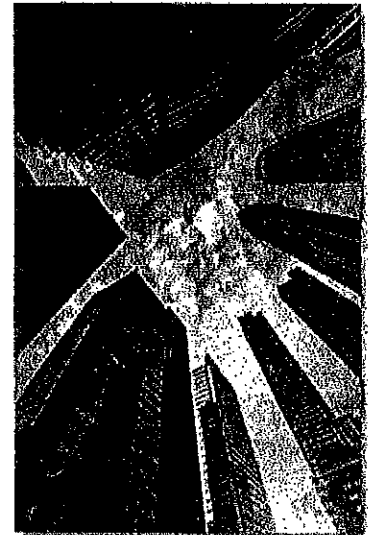
- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training





TRANE



BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait

Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

Clarification:

- Please note software update service is applicable for customers' existing hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.



TRANE



OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality



Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices

ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 2 times per year as stated in the Agreement

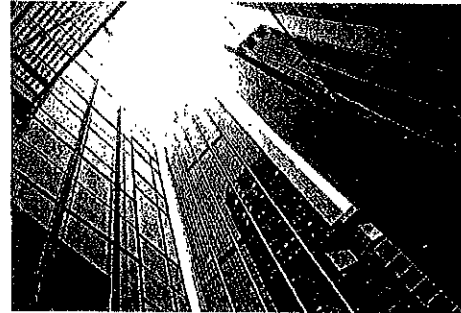


TRANE



SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.



Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone

Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

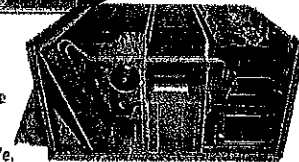
Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs



Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



TRANE



VERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

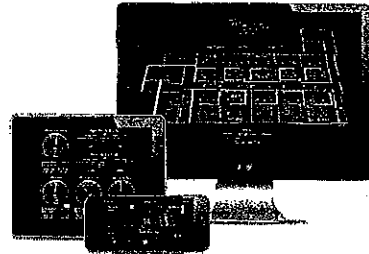
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it



Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



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Company Name

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

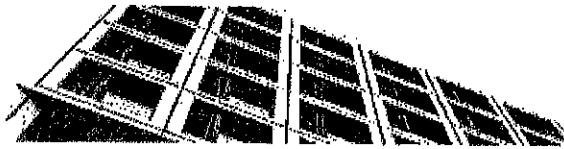
Site Address

Lehman Intermediate and High
School North
279 Timberwolf Drive
DINGMANS FERRY, PA 18328

February 26, 2021



TRANE



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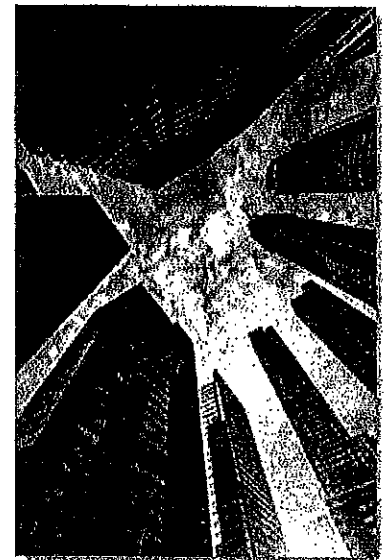
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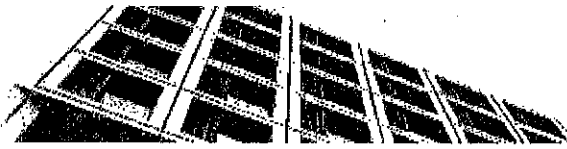
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A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training





BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.



Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait

Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

Clarification:

- Please note software update service is applicable for customers' existing hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.



TRANE



OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely or one-on-one at your facility.

Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality

Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices



ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 2 times per year as stated in the Agreement



TRANE

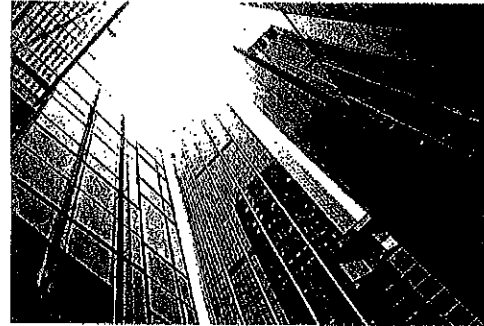


SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

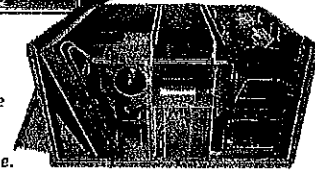
Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs



Implementation:

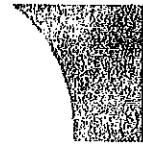
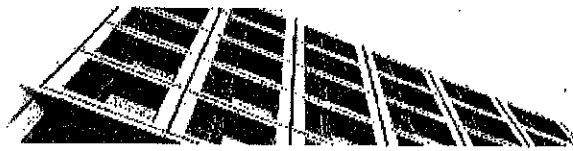
- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



TRANE



OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

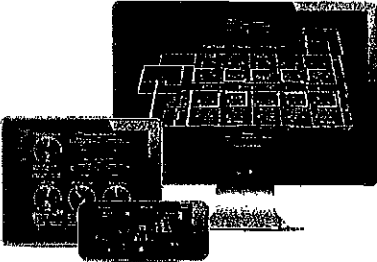
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it

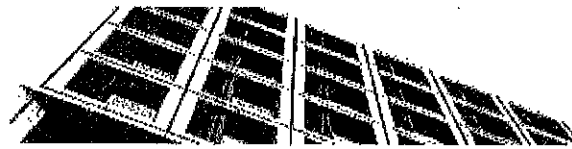


Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



TRANE®

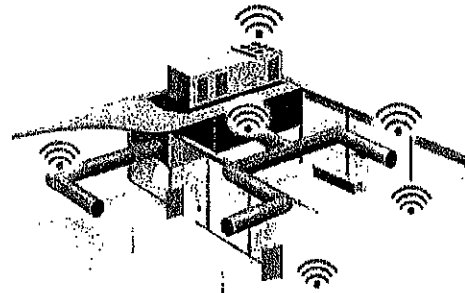


CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
 - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

TECHNICIAN-CUSTOMER REVIEW

Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

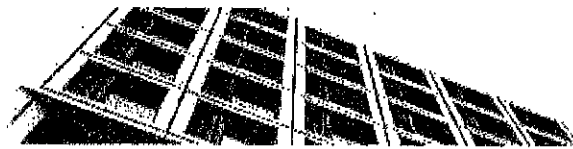
- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement



TRANE



BAS AND SYSTEMS COVERAGE

Lehman Intermediate and High School North

The following "Covered Equipment" will be serviced at Lehman Intermediate and High School North:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC+	1	Trane	X13651695001	E19D01242	
Tracer SC+	1	Trane	X13651695001	E19G01873	
Tracer SC+	1	Trane	BMSC000AAA	E17L91175	
Tracer SC+	1	Trane	BMSC000AAA	E17L91178	
Tracer SC+	1	Trane	BMSC000AAA	E17L91176	
Tracer SC+	1	Trane	BMSC000AAA	E17L91180	

Description

System Analysis and Review
Service Maintenance Plan (SMP)

Quantity Per Year

2
2

BAS Scope of Service Clarifications:

Inspections: Included are 2 onsite inspections to meet customer staff, perform maintenance tasks and review system operation.

Software Updates: Included with this agreement is licensing for the new Tracer SC+ Software Maintenance Plan. This plan is fee based and allows updates to the Tracer SC+ operating and security features during the term of this agreement. SMP's typically come out 2 times per year. If more/less updates come out, we will modify scope of work accordingly.

Repair Labor: Labor to repair or replace failed components is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

Repair Parts and Material: Parts, replacement controllers and other materials needed to complete repairs is not included and will be invoiced accordingly. Any warranties in effect (not listed here) will be honored.

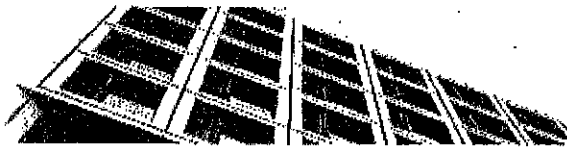
Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Emergency Service: Emergency service is available 24/7 at the preferred customer rates. For calls outside of normal business hours the preferred customer overtime rates will apply. For customers with remote BAS access thru Trane Intelligent Services or other approved connections, initial troubleshooting, diagnosis and remediation of the BAS system may be possible without need for a truck roll to the site thus minimizing service delays and travel costs. Remote diagnosis and remediation (if available) will be billed at preferred customer rates.



TRANE



HVAC SCOPE OF SERVICES

Trane Service Agreement services consider performance and efficiency—at the system level. However, any system is only as strong as its individual mechanical components. An HVAC/Mechanical Service Agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards.

The Scope of Services under the Agreement is as follows:

TRANE SCHEDULED MAINTENANCE

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. *The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.* This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

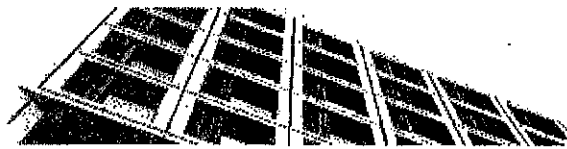
- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



TRANE



EQUIPMENT COVERAGE AND SERVICES

The following "Covered Equipment" will be serviced at:

Lehman Intermediate and High School North

The following "Covered Equipment" will be serviced at Lehman Intermediate and High School North:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF077FA1	L99G02989M	

Description	Quantity Per Year
Centrifugal Annual Inspection	1
Centrifugal Operational Inspection	1
Centrifugal Seasonal Start Up	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
RTHB Series R(TM) CenTraVac	1	Trane	RTHB300FMF	U99G00244	
RTHB Series R(TM) CenTraVac	1	Trane	RTHB300FMF	U99G00245	

Description	Quantity Per Year
Water Cooled Rotary Annual Inspection	1
Water Cooled Rotary Operational Inspection	1
Water Cooled Rotary Seasonal Start Up	1

Mechanical Scope of Service Clarifications:

Inspections: This coverage includes one annual cooling inspection, one periodic maintenance inspection, and one startup per year.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

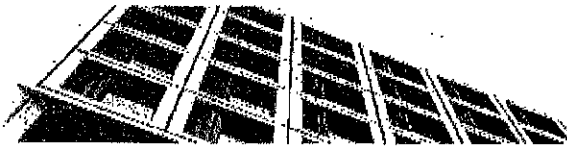
Clarifications:

Repair Labor: Labor to repair or replace failed components is **not** included and will be invoiced accordingly.

Repair Parts and Material: Parts, refrigerant, oil and other material to complete repairs are **not** included and will be invoiced accordingly.



TRANE



PRICING AND ACCEPTANCE

East Stroudsburg Area School District
50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address:
Lehman Intermediate and High School North
279 Timberwolf Drive
DINGMANS FERRY, PA 18328

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Annual Payment <i>plus applicable tax</i>	\$15,455.00	\$15,872.00	\$16,301.00	\$16,741.00	\$17,193.00
Quarterly Payment <i>plus applicable tax</i>	\$3,960.35	\$4,067.20	\$4,177.13	\$4,289.88	\$4,405.71
Prepayment Discounts <i>Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price.</i>	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 3 Years in Advance	10% Prepay 3 Years in Advance
Prepayment Due <i>plus applicable tax</i>	\$14,991.35	\$30,011.27	\$44,865.58	\$59,541.33	\$73,405.80
Prepayment Discount Savings	\$463.65	\$1,315.73	\$2,762.42	\$4,827.68	\$8,156.20

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

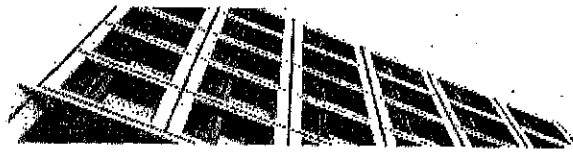
Term

The Initial Term of this Service Agreement is 5 years, beginning **July 1, 2021** and expiring **June 30, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (570) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.



TRANE



Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Submitted By: Vincent DeAngelis
Printed Name	Proposal Date: February 26, 2021 Cell: (570) 332-1880 Office:
Title	License Number:
Purchase Order	Authorized Representative
Acceptance Date	Title
	Signature Date

Trane Service Agreements

7/1/21 to 6/30/26 (Proposed)	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Bushkill Elementary	\$4,391.00	\$4,510.00	\$4,632.00	\$4,757.00	\$4,885	\$23,175.00
East Strbng Elem	\$4,184.00	\$4,297.00	\$4,413.00	\$4,532.00	\$4,654.00	\$22,080.00
HS South	\$7,948.00	\$8,163.00	\$8,383.00	\$8,609.00	\$8,841.00	\$41,944.00
JM Hill	\$6,346.00	\$6,517.00	\$6,693.00	\$6,874.00	\$7,060.00	\$33,490.00
JT Lambert	\$9,948.00	\$10,217.00	\$10,493.00	\$10,776.00	\$11,067.00	\$52,501.00
Middle Smithfield Elem	\$3,293.00	\$3,382.00	\$3,473.00	\$3,567.00	\$3,663.00	\$17,378.00
Resica Elem	\$5,479.00	\$5,627.00	\$5,779.00	\$5,935.00	\$6,095.00	\$28,915.00
Smithfield Elem	\$3,293.00	\$3,382.00	\$3,473.00	\$3,567.00	\$3,663.00	\$17,378.00
Lehman/HS North	\$15,455.00	\$15,872.00	\$16,301.00	\$16,741.00	\$17,193.00	\$81,562.00
						\$318,423.00

7/1/16 to 6/30/21 (Current)	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Bushkill Elementary	\$4,276.00	\$4,276.00	\$4,276.00	\$4,276.00	\$4,276.00	\$21,380.00
East Strbng Elem	\$4,074.00	\$4,074.00	\$4,074.00	\$4,074.00	\$4,074.00	\$20,370.00
HS South	\$7,739.00	\$7,739.00	\$7,739.00	\$7,739.00	\$7,739.00	\$38,695.00
JM Hill	\$2,067.00	\$6,179.00	\$6,179.00	\$6,179.00	\$6,179.00	\$26,783.00
JT Lambert	\$9,686.00	\$9,686.00	\$9,686.00	\$9,686.00	\$9,686.00	\$48,430.00
Middle Smithfield Elem	\$3,207.00	\$3,207.00	\$3,207.00	\$3,207.00	\$3,207.00	\$16,035.00
Resica Elem	\$5,335.00	\$5,335.00	\$5,335.00	\$5,335.00	\$5,335.00	\$26,675.00
Smithfield Elem	\$3,207.00	\$3,207.00	\$3,207.00	\$3,207.00	\$3,207.00	\$16,035.00
Lehman/HS North	\$14,344.00	\$14,344.00	\$14,344.00	\$14,344.00	\$14,344.00	\$71,720.00
						\$286,123.00

difference - \$32,300.00

Quote GME 12/14-01
Date March 16, 2021



THE A. G. MAURO COMPANY

580 INDUSTRIAL DRIVE, LEWISBERRY, PA 17389
TELEPHONE: (717) 988-4674
FAX: (717) 988-2471

ARCHITECTURAL HARDWARE, DOORS & SPECIALTIES

EAST STROUDSBURG AREA SD
50 VINE ST
EAST STROUDSBURG PA 18301

Job Name: EAST STROUDSBURG
SD JTL 25

Job Location:

ATTN: MATTHEW HIRSCH
PHONE: 570-424-8500, CELL 570-202-5157
FAX: 570-588-4406
EMAIL: matthew-hirsch@esasd.net

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING MATERIALS:

- 2 CONTINUOUS HINGE 780-224-CLEAR
- 1 EXIT DEVICE 56-8710-32D
- 1 EXIT DEVICE 8710-EO-32D
- 1 PULL BF158-32D
- 2 CLOSER EN351-P10
- 1 SURFACE POSITION SWITCH
- 2 CONCEALED POSITION SWITCH
- 1 BPT
- 1 ASTRAGAL 95C x 95CP
- 1 THRESHOLD S406A-SADDLE
- 2 SWEEP 962C
- 1 SET WEATHERSTRIP 797B

AND

- 1 PAIR HOLLOW METAL DOOR 707S18, HG W/1" GLASS, GALVANIZED, TOP CAP, TO FIT NEW HOLLOW METAL FRAME
- 1 HOLLOW METAL FRAME M16-5 3/4, GALVANIZED, WELD EMA, WELDED, TO FIT EXISTING OPENING

INSTALLED PRICE: \$ 7,270.00

STATE CONTRACT # 4400014916

COSTARS CONTRACT # 008-289

COSTARS VENDOR # 143426

COSTARS

Terms No Retention-Net 30 Days

Quoted by *Greg Eckard*

No "pay-if-paid" or "pay-when-paid" clauses accepted.
Finance charge of 1-1/4% per month.
will be applied on invoices after 60 days.

GREG ECKARD
MANAGER - OUTSIDE SALES

All Prices delivered unless noted. All prices quoted herein are guaranteed for fifteen (15) days only unless otherwise noted, and are thereafter subject to change without notice. All quotations made and orders received applying thereto are subject to the approval of our Credit Dept.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.
COMPANY _____

DATE OF ACCEPTANCE _____

BY _____



ATTACHMENT VI. B. 2
SUPPLY CO.

QUOTATION

2651 Baglyos Circle, Bethlehem, PA 18020
 Phone: 610-882-2141 Fax: 610-882-2820

COMMERCIAL DOORS & LOCKING PRODUCTS

TO: EAST STROUDSBURG AREA SCHOOL DISTRICT

DATE: 1/20/21

ATTN: MATT HIRSCH

ESTIMATE: LK21031

PROJECT: J.T. LAMBERT - EXTERIOR DOOR #25

We are pleased to offer our quotation on the above referenced project.

Quantity	Description	Price
1	Hollow metal frame 6070 x 5-3/4", RHRA, 16 ga, galv, masonry, welded, drilled & dimpled, special head face, anchors, masonry bolts, prepped for applicable hardware	
1	Pair hollow metal doors 3070, half glass, RHRA, 18 ga, galv, top caps, prepped for applicable hardware	
1	Continuous concealed hinge, power transfer prep, aluminum finish	
1	Continuous concealed hinge, aluminum finish	
1	Sargent 80 series concealed vertical rod exit device, electric latch retraction feature, cylinder dogging feature, exit only, dull stainless finish - installed	
1	Sargent 80 series concealed vertical rod exit device, cylinder dogging feature, exit only, dull stainless finish - installed	
2	Closers with heavy duty arm assemblies, cush stop feature in the parallel arm bracket, thumbturn hold open feature, aluminum finish	
1	Power transfer, dull stainless finish	
1	Wire cable	
1	Offset pull, 12" CTC, dull chrome finish	
2	Kickplates, stainless steel	
1	Set of astragals, aluminum finish	
1	Flat threshold, 1/4" rise, aluminum finish	
1	Set of seals, screw-on application, aluminum finish	
2	Door sweeps, aluminum finish	
2	Pcs. 1/4" safety glass - installed	
	Furnished Only	\$7,467.00
<p>Notes: Reuse existing cylinders, door contacts, power supply and card reader. Wire and power to be by others.</p> <p>Leadtime: 6 weeks</p>		



Our quotation excludes installation and attachment of hardware except exit devices.

This quotation is valid for 60 days.

ACCEPTED BY: _____

TITLE: _____

DATE: _____

Respectfully submitted,

GENERAL SUPPLY COMPANY

Lisa Kalnas
Inside Sales

DM INSTALLATIONS, LLC
 Commercial Doors & Hardware Installation,
 Toilet Partitions & Accessories Installation
 3226 Woodlea Road, Orefield, PA 18069
 Douglas Moyer 484-357-8894; Fax: 484-727-9200
 Email: dreyom65@gmail.com

PA #143027

DATE: January 21, 2021

ESTIMATE TO:
 East Stroudsburg Area School District
 50 Vine St.
 East Stroudsburg, PA 18301
 Attn: Matthew-hirsch@esasd.net

JOB SITE:
 JT Lambert Intermediate School
 2000 Milford Road
 East Stroudsburg, PA 18301

DESCRIPTION: Exterior Door #25 Replacement

	AMOUNT
Labor only quote to demo existing doors and frame	
Install new frame, doors and hardware supplied by others	
* DM Installations, LLC to supply – shims, caulk and misc. screws	
* Painting not included	
* Electric not included (if applicable)	
* Disposal is not included	
* Any consequential damage caused by demolition of old frame to be repaired by others or on a time and material basis by DM Installations, LLC	
* Please sign and return this estimate if acceptable	
TOTAL	\$1,200.00

Acceptance of Estimate – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

East Stroudsburg Area School District

By: _____
 Printed Name: _____
 Title: _____

VI. B. 3

LIBERTY DOOR SYSTEMS
 1011 CEDAR AVE,
 CROYDON, PA 19021
 Phone: 215-364-8834
 Fax : 215-364-8835
 Email: sales@libertydoorsystems.com



A Subsidiary of Unified Door and Hardware Group

Estimate

Date	Estimate #
1/29/2021	16713

Name / Address
East Stroudsburg SD 50 Vine Street East Stroudsburg, PA 18301 Atten: Matthew Hirsch

Ship To
JT Lambert Building

P.O. No.	Terms	Acct #	Salesman	Project
	Net 30		NR	Door 25

Qty	Description	U/M
	Supply & Install the Listed Material COSTARS CONTRACT #: 008-394 East Stroudsburg School District - JT Lambert Building - Door 25 Scope of Work: - Remove Existing Doors and Frame - Install New Doors and Frame Per Spec as Provided by Customer - Existing Card Access - Re-use PIR and Mag Lock - Power Supply Existing or by Others - Material Priced Standard Lead Time Material: \$4,185.83 Labor: \$5,032.50	
1	Curries M16 16 Gauge Hollow Metal Frame x Prepped & Reinforced for Hardware - MO: 72" x 84" - JO: 5-3/4" - Faces: 2"	ea
1	Welding - Hollow Metal Frame	ea

Signature	Print	Subtotal
		Sales Tax (6.0%)
		Total

LIBERTY DOOR SYSTEMS
 1011 CEDAR AVE,
 CROYDON, PA 19021
 Phone: 215-364-8834
 Fax : 215-364-8835
 Email: sales@libertydoorsystems.com



A Subsidiary of Unified Door and Hardware Group

Estimate

Date	Estimate #
1/29/2021	16713

Name / Address
East Stroudsburg SD 50 Vine Street East Stroudsburg, PA 18301 Attn: Matthew Hirsch

Ship To
JT Lambert Building

P.O. No.	Terms	Acct #	Salesman	Project
	Net 30		NR	Door 25

Qty	Description	U/M
1	Curries 707T 18 Gauge A60 Galv. K Closed Top Hollow Metal Doors x Half Glass x Prepped & Reinforced for Hardware - RHRA - 2/34" x 84"	ea
2	Anemostat - LoPro 24" x 30" Metal Vision Frame x Grey	ea
2	PC 1" Clear Tempered Glass	ea
1	Hager 780-224HD Continuous Hinge x EPT-2 Prep x Clear	ea
1	Hager 780-224HD Continuous Hinge x Clear	ea
2	Sargent 351-P10 Door Closer x EN	ea
1	Sargent 56-8710F Surface Vertical Rod Exit Device x US32D	ea
1	Sargent 8710F Surface Vertical Rod Exit Device x US32D	ea
2	Rockwood BF158 Pull x US32D	ea
1	ABH PT1000 Power Transfer x SP28	ea
1	Reese 95CP 84" Astragal	ea
1	Reese S406A Saddle Threshold	ea
2	Reese 962C Door Sweeps	ea

Signature	Print	Subtotal
		Sales Tax (6.0%)
		Total

LIBERTY DOOR SYSTEMS
 1011 CEDAR AVE,
 CROYDON, PA 19021
 Phone: 215-364-8834
 Fax : 215-364-8835
 Email: sales@libertydoorsystems.com



A Subsidiary of Unified Door and Hardware Group

Estimate

Date	Estimate #
1/29/2021	16713

Name / Address
East Stroudsburg SD 50 Vine Street East Stroudsburg, PA 18301 Attn: Matthew Hirsch

Ship To
JT Lambert Building

P.O. No.	Terms	Acct #	Salesman	Project
	Net 30		NR	Door 25

Qty	Description	U/M
1	Reese 797B-21 Weather Stripping	ea
2	Interlogix 1076-M Door Contacts	
1	Shop Labor	
1	Shop Labor (Mechanical) - Includes Travel	
1	Shop Labor (Low Voltage Electrical)	
1	Shipping & Handling (Factory)	
Thank you for the opportunity to quote, we look forward to serving you.		

Signature	Print	Subtotal	\$9,218.33
THIS QUOTE IS VALID FOR 90-DAYS AND BASED ON THE QUANTITIES LISTED		Sales Tax (6.0%)	\$0.00
		Total	\$9,218.33



ATTACHMENT VI.B.4.

Scott Ihle <scott-ihle@esasd.net>

Form 611

1 message

Google Forms <forms-receipts-noreply@google.com>

Tue, Mar 16, 2021 at 1:45 PM

To: scott-ihle@esasd.net

Thanks for filling out Form 611

Here's what we got from you:

Edit response

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

Your email address (scott-ihle@esasd.net) was recorded when you submitted this form.

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name Of Requester *

Scott Ihle

Department *

Facilities

Building *

J.T. Lambert

What service or item are you requesting? *

Exterior Door #25 replacement

Why are you requesting the service or item? *

Existing door condition warrants replacement

Suggested Replacement: *

Replace metal double doors/frame with new

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

\$8,000.00

Cost Estimate: If over \$5,000, were three (3) quotes obtained? If yes, Please list the vendor's information and quoted amount. *

yes

What is the total cost of the purchase? *

\$7,270.00

Procurement Method: *

- Quote
- Request for Proposal (RFP)
- Bid
- Other: _____

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- NO

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

Pennsylvania143426

Which Fund will be charged? *

10 ▼

What account will be charged? *

10-2620-431-000-20-517-008-00-000

Selection of winning proposal, Was the lowest price selected? If not, please explain why and the process of selecting the vendor. *

Yes

Any additional information you would like to provide.

Budgeted - Facilities G.O.B 2020-2021

Create your own Google Form

ATTACHMENT V1.C.1

Good Afternoon here is your quote for the 5 vehicles you have called about as per our conversation

1999 Ford

2000 Ford

2005 Dodge

2001 Ford

1995 Mitsubishi

We can provide you with \$2,300 in a Cashiers or Business check whatever your preference may be.

Upon Payment we will remove all vehicles within 24 hours and will provide you with copies of signed titles.

Any questions please feel free to call anytime.

Thank you,

Brad - Heavy Metal Auto Salvage. (908-878-6284)



HARRY'S U-PULL-IT AUTO

1010 WINTERS AVE
HAZLE TOWNSHIP, PA 18202
(570) 459-9901

CALL TICKET

Ticket #: REF59195
Date: 3/1/2021
Bid Price: \$330.00
Caller: E STROUDSBURG SCHOOL
Phone #: 5704248500
Proof Docs: TITLE NOT IN

2005 DODGE STRATUS

Clerk: ALYSSA
Station: CHECKOUT 2 NEW



REF59195



HARRY'S U-PULL-IT AUTO

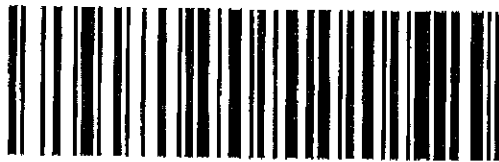
1010 WINTERS AVE
HAZLE TOWNSHIP, PA 18202
(570) 459-9901

CALL TICKET

Ticket #: REF59199
Date: 3/1/2021
Bid Price: \$600.00
Caller: E STROUDSBURG SCHOOL
Phone #: 5702025167
Proof Docs: TITLE NOT IN

1995 MITSUBISHI VAN-*BOX TRUCK*

Clerk: KEVIN
Station: VINCE-PC



REF59199

CRUSH v.4.62 3/1/2021 3:23 PM



HARRY'S U-PULL-IT AUTO

1010 WINTERS AVE
HAZLE TOWNSHIP, PA 18202
(570) 459-9901

CALL TICKET

Ticket #: REF59198
Date: 3/1/2021
Bld Price: \$600.00
Caller: E STROUDSBURG SCHOOL
Phone #: 5704248500
Proof Docs: TITLE NOT IN

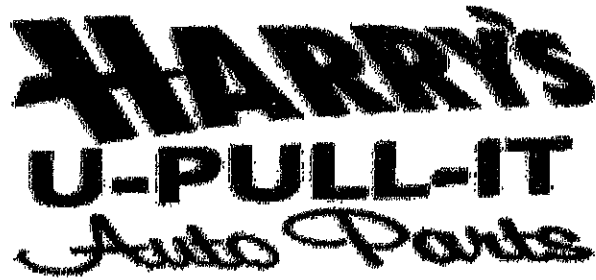
2001 FORD F-350 *F450 DUMP*

Clerk: ALYSSA
Station: CHECKOUT 2 NEW



REF59198

CRUSH v.4.62 3/1/2021 3:23 PM



HARRY'S U-PULL-IT AUTO

1010 WINTERS AVE
HAZLE TOWNSHIP, PA 18202
(570) 459-9901

CALL TICKET

Ticket #: REF59196
Date: 3/1/2021
Bid Price: \$615.00
Caller: E STROUDSBURG SCHOOL
Phone #: 5704248500
Proof Docs: TITLE NOT IN

1999 FORD E-350

Clerk: ALYSSA
Station: CHECKOUT 2 NEW



REF59196

CRUSH v.4.62 3/1/2021 3:23 PM



HARRY'S U-PULL-IT AUTO

1010 WINTERS AVE
HAZLE TOWNSHIP, PA 18202
(570) 459-9901

CALL TICKET

Ticket #: REF59197
Date: 3/1/2021
Bid Price: \$615.00
Caller: E STROUDSBURG SCHOOL
Phone #: 5704248500
Proof Docs: TITLE NOT IN

2000 FORD E-350

Clerk: ALYSSA
Station: CHECKOUT 2 NEW



REF59197

CRUSH v.4.62 3/1/2021 3:23 PM

Harrys U-Pull it total for all 5 vehicles: \$2,670.



2 Katz Drive
Stroudsburg, PA 18360
570-424-0701

East Stroudsburg School District
50 Vine Street
East Stroudsburg, PA 18301
ATTN: MATT HIRSCH

Dear Matt;

3/5/2021

Below is a proposal from Alpha Recycling HWY 80, Inc., including pick up for the following vehicles:

1 Mitsubishi box truck	\$600.00
1 Ford dump truck	\$1200.00
2 E 350 Ford Vans	\$1500.00 (@ \$750.00 each)
1 Dodge Stratus	\$500.00
Total	\$3800.00

Any questions feel free to call us at the above referenced telephone number.

We appreciate your business.

Sincerely,

Alpha Recycling HWY 80, Inc.

ATTACHMENTS V.L.C. 4

Veh #	Insd. ID	Vehicle Description	VIN
4	Maintenance-Dump-Truck	1991 Ford F-350	2FDJF37H7MCB030037
2	Café Van	1993 Ford Van	4FTE34M2PHB44746
3	Maintenance Van	1988 Ford Step Van	4FDJE34M5JHB84860
4	Maintenance Pick-Up	2000 Ford F-150	4FTRX47L3Y4NB06073
5	Maintenance Van	1996 Ford E250 Van	4FTFE24Y3THA16007
6	Maintenance	1999 Ford E350 Van	1FDPK34M3YEA33879
7	Café Van	2001 Ford Explorer	1FDPK34M3YEA33880
8	Grounds	2001 Ford E250	1FDPK34M3YEA33882
9	Café Van	2004 Ford E350 Van	4FTSE34P04HA82634
10	Maintenance Truck	1988 Ford C-8000	4FDXD80U1JVA54298
11	Drivers' Ed	2005 Dodge Stratus Coupe	4B3EL46R55N5669562
12	Security	2003 Dodge Stratus Coupe	1F3EL46R72N333333
14	Security	2006 Ford Explorer 4-X-4	1FMEU72E46LUB13829
15	Maintenance	1988 Gmc Pick-Up	4GGJP32JXJ3304748
16	Grounds	1998 Mercedes Truck	WVAJF35J0000000000
17	Cafeteria	1998 Ford E350 Sup Dut Xi Wag	1FBSS31L2WHB88144
18	Transportation	2008 Ford F350 Super Duty (R-Title)	1FDWF31R68EA27138
19	Security	2006 Thor Colorado	47GTCRN2X6P651672
20	Grounds	2008 Ford F450	1FDXW47R28EC78126
22	Security	2008 Ford Expedition	1FMFU16548LA12018
23	Maintenance	1988 Chevrolet Box Truck	1GGJP32J8J3328726
24	Band Van	2010 Ford E450	1FDXE4FS0ADA82186
25	Grounds	1997 Ford Box Truck	1FDXR90S1VVA07443
26	Food Services	2011 Chevrolet Express	1GCWGF4B1118907
53	Trailer	2001 Hudson Trailer	10HSE18911000949
54	Trailer	2010 Cam Trailer	5JPB61724AP025623
55	Trailer	2004 Kaufman Trailer	1RPF16234S000459
77		2013 Ih 72 Passenger	4DRBUAAP4DB048837
78		2013 Ih 72 Passenger	4DRBUAAP3DB048841
79		2013 Ih 72 Passenger	4DRBUAAP5DB048842
80		2013 Ih 72 Passenger	4DRBUAAP7DB048843
81		2013 Ih 72 Passenger	4DRBUAAP4DB048847
82		2013 Ih 72 Passenger	4DRBUAAN4DB164144
83		2013 Ih 72 Passenger	4DRBUAAN6DB164146
84		2013 Ih 72 Passenger	4DRBUAAN3DB164149
85		2013 Ih 72 Passenger	4DRBUAANXDB164150
86		2013 Ih 72 Passenger	4DRBUAAN0DB311156
87		2013 Ih 72 Passenger	4DRBUAANXDB311163
88		2013 Ih 72 Passenger	4DRBUAAN8DB311162

1995 Mitsubishi Box Truck

Vin # JW6AJE1H65L0000539



This is the old box truck from the grounds department that was used to make district deliveries. This truck has since been replaced and is no longer in used. It will not pass PA state inspection due to rust. The body of this truck is rusted very badly and it also has a bad transmission in it. The repairs it would need to be safe and mechanically sound again are far more than the trucks worth in excellent condition.

This vehicle is a perfect candidate to be taken to a scrap yard.

Patrick Schantzen

Patrick Schantzen 3/3/2021

East Stroudsburg Area School District Head Mechanic

3/3/2021

1999 Ford E-350

Vin # 1FTSE34F5XHB74376



This is an old van from the maintenance department. It is no longer used and has been replaced. It will not pass PA state inspection. The undercarriage and body of this van is rusted very badly. The cost to fix the rust and rot on the body and undercarriage is more than what the van is worth in excellent condition.

This vehicle is a perfect candidate to be taken to a scrap yard.

Patrick Schantzen

Patrick Schantzen 3/3/2021

East Stroudsburg Area School District Head Mechanic

3/3/2021

2000 Ford E-450

Vin # 1FDXF46S61EA30892



This is an old van from the maintenance department. It is no longer used and has been replaced. It will not pass PA state inspection. The undercarriage and body of this van is rusted very badly. The cost to fix the rust and rot on the body and undercarriage is more than what the van is worth in excellent condition.

This vehicle is a perfect candidate to be taken to a scrap yard.

Patrick Schantzen

Patrick Schantzen 3/3/2021

East Stroudsburg Area School District Head Mechanic

3/3/2021

2001 Ford Dump Truck

Vin # 1FDXF46S1EA30892



This is an old dump truck from the grounds department that was used for their daily work tasks. This truck is no longer used and has been replaced. It will not pass PA state inspection due to rust. The cab, dump body and undercarriage is rusted very badly. The cost of repairs is more than the trucks value in excellent condition.

This vehicle is a perfect candidate to be taken to a scrap yard.

Patrick Schantzen

3/3/2021

East Stroudsburg Area School District Head Mechanic

3/3/2021

2005 Dodge Stratus Coupe

Vin # 1B3EL46R75N569563



This car was the old High School North drivers' education car. It has been replaced and is not currently used for anything. It will not pass PA state inspection anymore due to rust. The under carriage of the car is rusted very badly and it is not safe to drive. The cost of the repairs it would take to make it safe again are more than the value of the car in excellent condition.

This vehicle is a perfect candidate to be taken to a scrap yard.

Patrick Schantzen

Patrick Schantzen 3/3/2021

East Stroudsburg Area School District Head Mechanic

3/3/2021



D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.865.3000 Fax: 610.861.0181

INVOICE
 No. 52491
 02/26/2021

East Stroudsburg Area School District
 50 Vine Street
 East Stroudsburg, PA 18301
 Mr. Tom McIntyre

Resica E.S. & Middle Smithfield E.S. Water Filtration
287016
 For Services Rendered From January 30, 2021 To February 28, 2021

DEI Fee = \$17,500 (7.5% of Estimated Construction Cost \$200,000 + \$2,500)

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$17,500.00	\$17,500.00	100.00	\$0.00

01 - DEP Application for Public Water Service

Professional Services

	Task	Hours	Rate	Amount
Engineer In Training	Project Administration	.50	90.00	\$45.00
Engineer In Training	Report Preparation	7.00	90.00	\$630.00
Senior Principal	Project Administration	1.00	190.00	\$190.00
Total Professional Services for 01				\$865.00
Total Charges for 01				\$865.00

INVOICE TOTAL \$865.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
52321	1/29/2021	\$328.00	\$0.00	\$0.00	\$0.00	\$328.00
Total Prior Billing		\$328.00	\$0.00	\$0.00	\$0.00	\$328.00



D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 52492
 02/26/2021

East Stroudsburg Area School District

50 Vine Street
 East Stroudsburg, PA 18301
 Mr. Tom McIntyre

High School North Sanitary Liner Replacement
287017

For Services Rendered From January 30, 2021 To February 26, 2021

DEI Fee = \$52,600 (7% of Estimated Construction Cost \$750,000)

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$52,600.00	\$36,750.00	70.00	\$0.00

01 - DEP Application for Public Water Service

Professional Services

	Task	Hours	Rate	Amount
Engineer in Training	Specification Preparation	32.50	90.00	\$2,925.00
Senior Principal	Project Administration	3.00	190.00	\$570.00
Total Professional Services for 01				\$3,495.00
Total Charges for 01				\$3,495.00

Reimb - Reimbursable Submission Fees

INVOICE TOTAL \$3,495.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
52322	1/29/2021	\$4,455.00	\$0.00	\$0.00	\$0.00	\$4,455.00
Total Prior Billing		\$4,455.00	\$0.00	\$0.00	\$0.00	\$4,455.00



D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.865.3000 Fax: 610.861.0181

INVOICE
 No. 52493
 02/26/2021

East Stroudsburg Area School District

50 Vine Street
 East Stroudsburg, PA 18301
 Mr. Tom McIntyre

Transportation Building Underground Storage Tank Removal
287023
 For Services Rendered From January 30, 2021 To February 26, 2021
 DEI Fee = \$10,862.50 (7.5% of Construction Cost \$111,500.00 + \$2,500)

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$13,750.00	\$13,750.00	100.00	\$0.00

Reimb - Reimbursable Expenses

Reimbursables

	Unit Rate	Qty	Markup	Amount
Subconsultant Kleinfelder Invoice #001316600	1,590.77	1.00	1.10	\$1,749.85

Total Reimbursables for Reimb	\$1,749.85
Total Charges for Reimb	\$1,749.85

INVOICE TOTAL \$1,749.85

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
52323	1/29/2021	\$1,375.00	\$0.00	\$0.00	\$0.00	\$1,375.00
Total Prior Billing		\$1,375.00	\$0.00	\$0.00	\$0.00	\$1,375.00



D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 52494
 02/26/2021

East Stroudsburg Area School District

50 Vine Street
 East Stroudsburg, PA 18301
 Mr. Tom McIntyre

High School South Pool Repairs
287024
 For Services Rendered From January 30, 2021 To February 28, 2021

DEI Estimated Fee: \$2,500 + 7.5% of \$160,000 = \$13,750

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$13,750.00	\$6,046.16	69.68	\$3,535.20

INVOICE TOTAL \$3,535.20

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
52324	1/29/2021	\$2,191.15	\$0.00	\$0.00	\$0.00	\$2,191.15
Total Prior Billing		\$2,191.15	\$0.00	\$0.00	\$0.00	\$2,191.15

ATTACHMENT V.I.D. 5



D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bokehlem, PA 18018
Phone: 610.865.3000 Fax: 610.861.0181

INVOICE
No. 52495
02/26/2021

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Mr. Tom McIntyre

High School North & Lehman I.S. Window Replacement
287025
For Services Rendered From January 30, 2021 To February 26, 2021
DEI Estimated Fee: \$4,000 + 7.5% of \$100,000 = \$11,500 - Per JAG

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$11,500.00	\$2,262.05	31.00	\$1,302.70

INVOICE TOTAL \$1,302.70



D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.865.8000 Fax: 610.861.0181

INVOICE

No. 52496
 02/26/2021

East Stroudsburg Area School District

50 Vine Street
 East Stroudsburg, PA 18301
 Mr. Tom McIntyre

Lehman I.S. & Bushkill E.S. Flooring Replacement
287026
 For Services Rendered From January 30, 2021 To February 26, 2021

DEI Estimated Fee: 7% of \$600,000 = \$42,000

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$42,000.00	\$10,165.01	25.54	\$559.98

INVOICE TOTAL \$559.98

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
52064	11/27/2020	\$0.00	\$0.00	\$3,534.97	\$0.00	\$3,534.97
52325	1/29/2021	\$5,000.02	\$0.00	\$0.00	\$0.00	\$5,000.02
Total Prior Billing		\$5,000.02	\$0.00	\$3,534.97	\$0.00	\$8,534.99

Attachment VI - D. 7



D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bethlehem, PA 18018
Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 52497
02/26/2021

East Stroudsburg Area School District

50 Vine Street
East Stroudsburg, PA 18301
Mr. Tom McIntyre

High School North & High School South Hand Wash Stations
287027
For Services Rendered From January 30, 2021 To February 26, 2021

DEI Estimated Fee: $\$4,000 + 7.5\%$ of $\$75,000 = \$9,625$

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$9,625.00	\$2,357.50	42.54	\$1,737.30

INVOICE TOTAL \$1,737.30



D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 52498
 02/26/2021

East Stroudsburg Area School District

50 Vine Street
 East Stroudsburg, PA 18301
 Mr. Tom McIntyre

J.M. Hill Entrance Vestibule Renovation
287028

For Services Rendered From January 30, 2021 To February 26, 2021

DEI Estimated Fee: \$2,500 + 7.5% of \$150,000 = \$13,750

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$13,750.00	\$6,792.14	58.83	\$1,297.49

INVOICE TOTAL \$1,297.49

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
52326	1/29/2021	\$1,712.75	\$0.00	\$0.00	\$0.00	\$1,712.75
Total Prior Billing		\$1,712.75	\$0.00	\$0.00	\$0.00	\$1,712.75



INVOICE

TERMS: NET 30 DAYS or Contract Terms
 Finance Charge on Past Due Amount
 1.5%/month (18% APR) may apply

Josh A. Grice
 D'Huy Engineering, Inc.
 1 East Broad Street
 Suite 310
 Bethlehem, PA 18018

Remit To: Kleinfelder
 P. O. Box 51958
 Los Angeles, CA 90051-6258

Invoice Date: 2/10/2021
 Invoice No: 001316500
 Client No: 131657
 Project No: 20212311.001A
 Bill Thru Date: 2/7/2021
 Project Manager: Tyler Bellis

Total Due This Invoice: \$1,590.77

Project Name: ESASD Intermediate Paving

Billing Period: 1/1/2021 To 2/7/2021

Professional Personnel

	Hours	Rate	Amount	
Geotechnical Specialist I	16.25	55.00	893.75	
Geotechnical Specialist I-OT	1.75	82.50	144.38	
Senior Project Manager	3.50	140.00	490.00	
Sub-Total	21.50		1,528.13	
Sub-Total (Direct Labor)				1,528.13

Direct Charges

	Quantity	Rate	Amount	
MILEAGE, 2 WHEEL DRIVE (PER MILE)	108.00	0.580	62.64	
Total Direct Charges			62.64	62.64

Please Pay This Invoice Amount: \$1,590.77

ATTORNEY V.L.D. JD

Contractor's Application For Payment No. 2

Application Period: 6/30/20 - 1/31/21 Application Date: 2/10/21

To (Owner): East Stroudsburg Area S.D. From (Contractor): S&G Asphalt Service, LLC

Project: Smithfield E.S. Contract: Parking Lot Sealcoating

Owner's Contract No.: Contractor's Project No.: 287018

Via (Engineer) D'Huy Engineering Inc. Engineer's Project No.: 287018

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1		7,692.50	
TOTALS			7,692.50
NET CHANGE BY CHANGE ORDERS		(7,692.50)	

1. ORIGINAL CONTRACT PRICE \$ 41,217.00
2. Net change by Change Orders \$ (7,692.50)
3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ 33,524.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$ 33,524.50
5. RETAINAGE:
 - a. % x \$ Work Completed..... \$
 - b. % x \$ Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b) \$ 0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 33,524.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 30,172.05
8. AMOUNT DUE THIS APPLICATION \$ 3,352.45
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 0.00

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 3,352.45
(Line 8 or other - attach explanation of other amount)

is recommended by: Joshua Grice (Engineer) 2/10/21 (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

By: Mary Sorrentino Date: 2/5/21

Progress Estimate

Contractor's Application

For (contract):		Application Number:									
Application Period:		Application Date:									
A		Work Completed		E		F		G			
Item:		D		Materials Presently Stored (not in C or D)		Total Completed and Stored to Date (C + D + E)		% (E) B		Balance to Finish (B - F)	
Specification Section No.	Description	B	C	D	E	F	G				
		Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B				
1	Parking Lot Seal Coating	26,000	26,000.00			26,000	100				
2	Crack Seal	3,824	3,824.00			3,824	100				
3	Line Stripe	3,700.50	3,700.50			3,700.50	100				
4	Allowance	7,692.50	7,692.50			7,692.50	100				
	Credit change order - unused Allowance	-7,692.50	-7,692.50			-7,692.50	100				
Totals		33,524.50	\$33,524.50			33,524.50		0.00			

EIN# 23-2623685
PA HIC# PA049580



191 Courtdale Avenue
Courtdale PA 18704

PH: 570-331-8191 FX: 570-331-8194

INVOICE	2354
	12/04/2020
Pay Before	01/03/2021

ERI Project # 20-042 .001

Client Name & Address
East Stroudsburg Area School Dist 50 Vine Street East Stroudsburg, PA 18301

Job Location
East Stroudsburg Area School District Transportation Building UST Removal Project DEI Project No. 287023

Client Contact	Josh Grice, D'Huy Engineer.
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Client PO #	NTP 11-3-2020
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Qty	U/M	Description	Rate	Amount
		Invoice for work at the referenced location up to 12/4/2020.		
1.00	LS	Tank Removal	41,300.00	41,300.00
1.00	LS	Backfill Tank Area	15,000.00	15,000.00
1.00	LS	Bollard Installation	1,500.00	1,500.00
1.00	LS	Concrete & Asphalt Removal	8,000.00	8,000.00
1.00	LS	Approval & Plans	500.00	500.00
1.00	LS	Bonding	3,000.00	3,000.00
1.00	LS	Temporary Fencing	2,000.00	2,000.00
1.00	LS	Misc.	1,160.00	1,160.00
200.00	Gal	Allowance #2	3.60	720.00
3.00	Hours	Allowance #5 (Manhole Repairs)	75.00	225.00
2.00	Each	Additional Materials Purchased for Manhole Repairs: 2" x 36" Manhole Riser Rings	110.00	220.00
2.00	Each	Mortar Bags	5.50	11.00
Partial payment of \$3,681.80 from Check #251893 applied 3-16-2021.				

Thank you. We appreciate your prompt payment.

Remit to: Environmental Restoration, Inc.

Clean. Green. Done.

This Invoice	\$73,636.00
Pmts/Credits	-\$3,681.80
Balance Owed	\$69,954.20

Contractor's Application For Payment No. 1

Application Period: 11/1/20 - 11/30/20 Application Date: 12/4/20

To (Owner): East Stroudsburg Area S.D.

Project: Transportation Building From (Contractor): Environmental Restoration Inc.

Owner's Contract No.: 20-042.001 Contract: Oil Tank Removal

Via (Engineer) D'Huy Engineering Inc.

Engineer's Project No.: 287023

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE \$ 111,510.00

2. Net change by Change Orders \$ 0.00

3. CURRENT CONTRACT PRICE (Line 1 + 2) \$ 111,510.00

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate) \$ 73,636.00

5. RETAINAGE:

a. 5 % x \$ _____ Work Completed \$ 3,681.80

b. _____ % x \$ _____ Stored Material \$ 3,681.80

c. Total Retainage (Line 5a + Line 5b) \$ 69,954.20

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 41,555.80

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 0.00

8. AMOUNT DUE THIS APPLICATION \$ 69,954.20 **TOTAL DUE**

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above) \$ 41,555.80

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 69,954.20
(Line 8 or other - attach explanation of other amount)

is recommended by: Joshua Grice
(Engineer) 12/4/20 (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

By: **Jill K. Johns, President**

Date: 12/4/20

TERPconsulting

fire + life safety

ATTACHMENT VI.E.1

7936 Monaco Bay Court
Las Vegas, NV 89117
+1(702) 953,9438

East Stroudsburg Area School District
c/o Lyman & Ash
1612 Lalmer Street
Philadelphia, PA 19103

Invoice number 7821
Date 11/30/2020

Project 20.6010 East Stroudsburg Elementary

Rate \$200 per Mark Hopkins

Invoice Summary

Description	Current Billed
EXPERT WITNESS	2,800.00
ASR	0.00
TRAVEL EXPENSES	0.00
Total	2,800.00

Professional Fees

	Hours	Rate	Billed
Jim Egley			
11/19/2020			
Peer Review	0.50	200.00	100.00
11/25/2020			
Peer Review	0.50	200.00	100.00
Subtotal	1.00		200.00
Mark Hopkins			
11/11/2020			
Reports - Prep/Finalize	0.50	200.00	100.00
11/13/2020			
Reports - Prep/Finalize	1.00	200.00	200.00
11/16/2020			
Write Report/Letter	2.50	200.00	500.00
11/17/2020			
Write Report/Letter	2.00	200.00	400.00
11/19/2020			
Write Report/Letter	2.50	200.00	500.00
11/20/2020			
Write Report/Letter	2.50	200.00	500.00
11/24/2020			
Write Report/Letter	1.00	200.00	200.00
11/26/2020			
Write Report/Letter	1.00	200.00	200.00
Subtotal	13.00		2,600.00
Professional Fees subtotal	14.00		2,800.00

Invoice total **2,800.00**



433 Industrial Drive
North Wales, PA 19464

215-641-0100 Phone
215-641-9638 Fax

Info@keystonefire.com
www.keystonefire.com

Engineered Fire Protection Specialists
A KPI COMPANY

March 11, 2021

William Gouger
East Stroudsburg School District
50 Vine Street
East Stroudsburg , PA, 18301

Phone: (570) 656-4288
Fax:

Our Proposal No. 21-0572

SUBJECT: Fire Alarm System Star Link

Reference: Middle Smithfield Elementary School

Dear William:

Pursuant to our recent telephone conversation, we are pleased to provide the following proposal to set up monitoring your Fire Alarm System, as more fully described below.

Scope of Work -

Our work will consist of the following:

- We will install Star link to set up cellular monitoring on Notifier NFS-3030
- If antenna is need there will be an additional charge

We propose to perform the above-described scope of work in a workmanlike manner for a total price of

..... **\$1,303.00**

TERMS AND CONDITIONS

1. All terms per Company "Installation Terms and Conditions", included with this proposal on a separate sheet.
2. All labor required for installation, testing or supervision, unless otherwise specified, to be performed during normal work day and work week by Company qualified non-union labor. Normal hours are 7:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays.
3. All labor required for installation, testing or supervision to be performed during overtime by Company qualified non-union labor. Overtime hours are 4:30 p.m. to 7:00 a.m., Monday through Friday, and all day Saturday, except Holidays.
4. Quoted prices do not include any taxes, license, permit, plan review, professional engineering stamps, export duties, or other governmental fees or assessments, unless specifically so stated. If obtained by Company, these direct costs will be itemized and added to the proposal price contained herein.

Should there be any questions or comments regarding this proposal, please do not hesitate to contact

Life Safety
MADE SIMPLE

the undersigned. We thank you for the opportunity to present this proposal and look forward to being of further service to you.

Very truly yours,

KEYSTONE FIRE PROTECTION COMPANY

Joseph Martino

Joseph Martino
Life Safety Advisor

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. Your signature below will serve as notice to commence the services described herein. If a purchase order and/or contract are required to authorize the aforementioned work, please indicate "TO FOLLOW" in the space marked "P.O. No.". No work will commence until P.O. and/or contract is received by this office.

Signature _____

Date _____

Print Name _____

P. O. No. _____

**KEYSTONE FIRE PROTECTION COMPANY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer ("Customer") identified on the first page of the attached proposal (the "Proposal") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
2. **SALE OF MAINTENANCE, SERVICE, INSTALLATION AND/OR EQUIPMENT.** The Company shall sell to Customer and the Customer shall purchase from the Company the system installation ("System") and/or equipment ("Equipment") identified in the Proposal.
3. **DELIVERY; TITLE AND RISK OF LOSS.** Stock items are available for same-day pickup or next-day shipment from Company's warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of a System and delivery of Equipment, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **EQUIPMENT RETURNS.**
 - a. **Stock Items.** All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.
 - b. **Special Orders.** Specially ordered and "non-stock" Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.
 - c. **Warranty Returns.** Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer's repair department.
6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer's location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 28.a of this Agreement.
7. **APPROVAL AND PERMITS.** Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
8. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
9. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.
10. **TERMINATION.** Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.
11. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.
12. **FORCE MAJEURE.** Company shall be relieved of liability for failure to perform, or for delay in performing, any of its obligations under this Agreement during any period in which such performance becomes impossible or impractical for any reason beyond the reasonable control of Company, including, without limitation, inclement weather, due to war, civil disturbance, act of government, shortage of or inability to receive supplies, labor disturbance, act of God, damage to plant, equipment or facilities or delays in transportation, or Customer's denial to Company of full access to the Equipment or System.

**KEYSTONE FIRE PROTECTION COMPANY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

13. LIMITATION OF LIABILITY.

- a. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.
- b. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.

14. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- a. Company warrants that all Services and Installation of the Equipment and/or System will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- b. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.

15. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

16. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 16.

17. INDEMNIFICATION. Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and Company's (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 17 shall continue in effect notwithstanding any payment in full by Customer for the System and Equipment. Customer further understands that Company is relying upon this limitation in determining the cost of the System and Equipment.

18. WAIVER OF SUBROGATION. Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverage, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or the Company or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each party's insurance policies contain a clause to the effect that this release shall not affect such policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra cost is chargeable, so long as the other party pays such extra cost.

19. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

20. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

21. HAZARD TO PERSONNEL. Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will install the System there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

22. INSURANCE. Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

23. HEADINGS. Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

24. TOOLS. Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of the Company.

25. USE OF DESIGNS AND DATA. Any knowledge or information, including drawings and data, which Company shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be Company's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. Company does not grant to Customer any reproduction rights or any rights to use such information.

26. ELECTRIC POWER CONNECTION. When electric is required for System operation, Customer will provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.

**KEYSTONE FIRE PROTECTION COMPANY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

27. SERVICES NOT INCLUDED.

- a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday, except holidays.
- b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.
- c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
- d. Customer shall provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in this Agreement, services do not include costs for any discharge or concentration tests required by approval authorities.
- e. No provision to exhaust any discharged agent is included in this Agreement.
- f. Should an employee of Company be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.

28. MISCELLANEOUS.

- a. Entire Agreement; Modifications. This Agreement (including the Proposal) constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- b. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- c. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- d. Jurisdiction. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 28.e.
- e. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 28.e.
- f. Assignment; Binding Effect. This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- g. No Set-Off. Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- h. Waiver of Jury Trial. *The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.*
- i. Attorneys' Fees. Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- j. Commercial Transaction. The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- k. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- l. Survival. All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or

END OF SECTION



Attachment V.I.F.2



PROUD PARTICIPANT
Member No. 040-063

433 Industrial Drive
North Wales, PA 19454
P (215) 841-0100
F (215) 841-8638
www.keystonefire.com



LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between Keystone Fire Protection Co. (hereinafter referred to as "Company") and the Customer whose name and address are set forth below (hereinafter referred to as "Customer"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "Agreement". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER:

East Stroudsburg SD
50 Vine Street
East Stroudsburg, PA
18301

SERVICE SITE INFO:

Middle Smithfield
5180 Milford Road
East Stroudsburg, PA
18301

PROPOSAL DATE: 3/11/2021

LIFE SAFETY ADVISOR: 190

PROPOSAL NO: 21-0573

AGREEMENT EFFECTIVE

FROM: 4/1/2021

TO: 3/30/2024

ATTN: William Gouger

PHONE: (570) 424-8500

CELL: (570) 656-4288

SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	Annual Fee	
Building Fire Alarm System(s)			
Central Station Monitoring Service	(1) ✓	\$535.00	(See Exhibit M - Subscriber Monitoring Agreement)
Clean Agent Extinguishing System(s)			
Automatic Fire Damper(s)			
Pre-Action/Deluge/Foam System(s)			
Restaurant Suppression System(s)			
Industrial Dry Chemical System(s)			
Emergency Lighting & Exit Sign(s)			
Hand Portable Fire Extinguisher(s)			
Wet Sprinkler System(s)			
Dry Sprinkler System(s)			
Wet & Dry Standpipe System(s)			
Fire Pump Annual Testing			
Fire Pump Churn Testing			
Backflow Prevention Device(s)			
Yard Hydrant System(s)			
Fire Hose Inspection			
Annual Investment		\$535.00	(Tax Exempt - NOTE: Customer must provide Company with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax		\$0.00	

ANNUAL INVESTMENT:

\$535.00

This proposal valid for 30 days from date above.

Company proposes to bill Customer annually on a schedule in advance of services performed.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within (4) hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within (24) hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

		Standard	Agreement
		<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$132.00	\$110.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$155.00	\$129.00
Engineering & Project Management Labor	(Per Hour)	\$185.00	\$154.00
2 Hour Minimum Billing			
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$166.00	\$138.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$196.00	\$163.00
Engineering & Project Management Labor	(Per Hour)	\$233.00	\$194.00
4 Hour Minimum Billing			
Sunday & Holiday Hours - All day Sunday & Holidays **			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$191.00	\$159.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$224.00	\$187.00
Engineering & Project Management Labor	(Per Hour)	\$268.00	\$223.00

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price.

**** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).**

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By your signature below and on the subsequent page(s), you are hereby authorizing Company to perform the work as specified. There is no agreement until a representative of the Company returns a countersigned copy of this agreement to the Customer. Payment by Customer will be made as outlined above:

CUSTOMER

KEYSTONE FIRE PROTECTION COMPANY

Signature _____

Signature _____

Printed Name _____

Joseph Martino

Printed Name _____

Title _____

Life Safety Advisor

Title _____

Email Address _____ Date _____

Date _____

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a Time & Material (T&M) basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)		<input type="checkbox"/>	N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experiences with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program			
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Smoke Detector Cleaning		<input type="checkbox"/>	N/A
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment		<input type="checkbox"/>	\$ -
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems		<input type="checkbox"/>	N/A
<input type="checkbox"/>	PFX-TEND™ - Portable Fire Extinguisher Extended Maintenance Plan (available on 3-yr agreements only)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	ePlace™ - Web-Based Field Device Placement Reporting powered by Building Reports.com		<input type="checkbox"/>	\$ -
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Class:	<input type="checkbox"/>	\$ 400.00
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Plus Cost of Classroom Training)	Per Group:	<input type="checkbox"/>	\$ 750.00

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
2. **SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
3. **SCOPE OF INSPECTION:** The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement does not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments. COMPANY may choose to offer such services at an additional charge, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations.
Any observations itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.
The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection. Company does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipally or other jurisdiction of CUSTOMER's particular location.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's Invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. The Company reserves the right to rescind credit terms for non-timely payment; Customer would be required to maintain a valid credit card on file. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **LIMITATIONS OF SERVICE.**
Deficiency Correction. Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.
Abnormal Use. Service under this Agreement does not include repairs or servicing made necessary by or arising out of:
 - i) any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - ii) any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 10;
 - iii) repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - iv) alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
6. **WORK OF OTHERS.** Company makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed/modified fire sprinkler/suppression or alarm system(s). Company makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection/suppression or notification equipment. Company cannot and does not guarantee that loss or damage will not occur.
7. **CUSTOMER RESPONSIBILITIES.**
Site Environment. The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.
Access. Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.
Operating Procedures. Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.
Customer Representative. A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
8. **TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
9. **DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.

- 10. REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- Discontinuance of Service.** Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.
- Acceleration.** Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
- 11. TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
- 12. FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.
- 13. LIMITATION OF LIABILITY.**
- A. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.**
- B. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.**
- 14. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.**
- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.**
- B. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.**
- 15. BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.
- 16. TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.
- 17. INDEMNIFICATION.** Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.
- 18. WAIVER OF SUBROGATION.** Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.
- 19. REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
- 20. SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.
- 21. HAZARD TO PERSONNEL.**
- Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.
- 22. RECORDS.** The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.
- 23. MISCELLANEOUS**
- A. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.

KEYSTONE FIRE PROTECTION CO.
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

East Stroudsburg SD
21-0873

- B. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.
- E. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E.
- F. **Assignment.** This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. **Waiver of Jury Trial.** The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.
- H. **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.	NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)
	1	Middle Smithfield	5180 Millford Road East Stroudsburg, PA
	2		
	3		
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LIST OF SYSTEM(S) TO BE SERVICED:

LOC. NO.	SYS. NO.	INSP. DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1	Apr	Central Station Monitoring	Building	Notifier 3030 Panel Installing Starlink per proposal #21-0572

EXHIBIT M: CENTRAL STATION MONITORING SERVICE

Standard Monitoring Service:

1. SCOPE OF SERVICES TO BE PROVIDED

Central station monitoring service for twelve (12) months. *

Automatic Test Signal(s) programmed to be sent by subscriber's digital communicator to verify integrity of incoming phone line(s).

Alarm Verification by Central Station

Notification to the authorities and one (1) party from those listed in the Subscriber's data file, following activation.

Notification to Company by the Central Station, following an activation at Subscriber's facility.

Elevator alarms - voice message monitoring of elevator cars. **

* monitoring may not coincide with anniversary dates of Service Agreement for other covered fire systems & equipment.

** subscriber's equipment must be equipped with this feature to utilize this service.

2. RESPONSIBILITIES & SUBSCRIBER ACKNOWLEDGEMENTS

KEYSTONE'S RESPONSIBILITIES TO THE SUBSCRIBER:

1. To notify Subscriber of off-normal conditions originating from the communicator which may require service or repair.
2. To obtain authorization from Subscriber to repair malfunctioning communication equipment.
3. To notify Subscriber of automatic annual renewal of monitoring agreement, including any changes in subscriber fees.
4. To clearly notify Subscriber (with written notice) of termination of monitoring service.
5. To notify Subscriber's authority having jurisdiction (AHJ) of termination or cancellation of monitoring service.

SUBSCRIBER'S RESPONSIBILITIES:

1. Subscriber agrees to pay Company the annual fee for Central Station monitoring, pursuant to the payment terms of this agreement.
2. Subscriber agrees to pay Company any extra fees resulting from excessive chargeable signals, at the current rate of \$.30 per signal.
3. Subscriber agrees to allow Company to service and repair malfunctioning system on a Time and Materials basis, at the contracted labor rate listed herein.
4. If Company is not the service provider of record for the monitored alarm system, Subscriber agrees to have timely repairs made to malfunctioning alarm system, to avoid excessive signal charges.
5. Subscriber is responsible for providing two (2) dedicated communication channels (i.e., telephone, cellular, internet or other approved technology) as for communicating with the Central Station, and is responsible for maintaining said channels in proper working order at all times.
6. Subscriber agrees to notify Company in writing of its intent to cancel monitoring service, and further agrees to allow Company access to the equipment to deprogram the communicator from the Central Station.

SUBSCRIBER ACKNOWLEDGEMENTS:

1. Subscriber acknowledges and hereby agrees that he is responsible for calling central station monitoring service "in" or "out" of service prior to the start and following the completion of Company testing and inspection. Fines, penalties, and/or surcharges [charges] for unwanted or excessive alarm activations will be the sole responsibility of the Subscriber. Should Company be assessed charges for work performed at a Customer's facility, these charges will be itemized and billed to the Subscriber directly.
2. Subscriber acknowledges and hereby agrees that should he refuse to repair a malfunctioning system which is being monitored by Company, within 10 days, Company reserves the right to terminate this monitoring agreement due to "Subscriber neglect". All excessive signal charges will be itemized and billed to the Subscriber.
3. Subscriber acknowledges and hereby agrees that should he wish to cancel his monitoring agreement within 120 days of initial setup or annual renewal anniversary date, he shall be entitled to a 50% partial credit against the cost of annual monitoring service. After 120 days, no credit will be issued. Furthermore, no credit will be issued toward the cost of initial setup (digital communicator installation, programming, etc.).
4. Subscriber acknowledges and hereby agrees that he has read and fully understands the "Subscriber Monitoring Terms and Conditions"

SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS

1. **TERMINATION.** COMPANY MAY SUSPEND MONITORING SERVICES OR TERMINATE THIS AGREEMENT AT ANY TIME UPON MAILING WRITTEN NOTICE TO YOU FIVE (5) DAYS BEFORE THE SUSPENSION OR TERMINATION DATE. DAYS BEFORE THE SUSPENSION OR TERMINATION DATE.
2. **DISCLAIMER/LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE:
THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY, YOUR EMPLOYEES AND OTHERS WHO MAY BE ON YOUR PREMISES FOR MEDICAL, DISABILITY LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR VIDEO IMAGE, OR OPERATE ANY MONITORING FACILITY.
YOU FURTHER UNDERSTAND AND AGREE THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING A CHARGE FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS CHARGE OR ANY HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.
3. **TRANSMISSION OF DATA, VIDEO OR VOICE.** YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS A NON-SUPERVISED REPORTING DEVICE. IF THE TRANSMISSION MEDIUM FOR DELIVERY OF DATA, VIDEO IMAGES OR VOICE OR OTHER AUDIO COMMUNICATIONS FROM YOUR SYSTEM TO THE MONITORING FACILITY IS INCOMPATIBLE WITH THE SYSTEM OR IS INOPERATIVE, CIRCUMVENTED, COMPROMISED OR INTERRUPTED BY NATURAL OR HUMAN CAUSES INCLUDING, WITHOUT LIMITATION, THE CUTTING OF THE TELEPHONE LINE, RADIO TRANSMISSION INTERFERENCE, POWER LINE SURGES OR OUTAGES, INTERNET OR BROADBAND PROBLEMS AND INTERNET OR BROADBAND PROVIDER PROBLEMS, THERE IS NO INDICATION OF THIS FACT AT THE MONITORING FACILITY. FURTHER, YOU UNDERSTAND THAT (I) A VIDEO SYSTEM ENABLES COMPANY TO VIEW YOUR PREMISES ("PREMISES"), AND (II) A TWO-WAY VOICE SYSTEM ENABLES COMPANY TO "LISTEN-IN" TO YOUR PREMISES. YOU AUTHORIZE AND CONSENT TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN AND RELEASE COMPANY AND REPRESENTATIVES FOR ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES DUE TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN TO YOUR PREMISES.
4. **RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION.** YOU HEREBY WAIVE ANY RIGHTS YOUR INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES WHICH ARE INSURED.
5. **INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING FACILITY, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.
6. **SUSPENSION OF SERVICE.** SHOULD THERE BE A TERMINATION OR SUSPENSION OF THE CONTRACT BETWEEN DEALER AND COMPANY, OR UPON TERMINATION OR SUSPENSION OF MONITORING SERVICES FOR ANY REASON UNDER COMPANY'S CONTRACT WITH DEALER, OR IF THE SYSTEM EXCESSIVELY SENDS VIDEO IMAGES OR SIGNALS TO COMPANY'S MONITORING FACILITY, YOU UNCONDITIONALLY AND IRREVOCABLY AUTHORIZE COMPANY TO, WITHOUT LIMITATION, CONCURRENTLY OR CONSECUTIVELY, DO ANY ONE OR MORE OF THE FOLLOWING: IGNORE ALL VIDEO IMAGES AND SIGNALS RECEIVED FROM THE SYSTEM, DISCONNECT THE SYSTEM, OR RENDER THE SYSTEM INCAPABLE OF SIGNALING LOCALLY OR COMMUNICATING WITH THE MONITORING FACILITY BY DELETION OR MODIFICATION OF DATA NECESSARY TO OPERATE THE SYSTEM AND COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU. YOU AGREE THAT COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE AND YOU RELEASE COMPANY FOR ALL LOSS, DAMAGE AND EXPENSE IN THE EVENT THE MONITORING FACILITY, EQUIPMENT, OR FACILITIES NECESSARY TO OPERATE THE SYSTEM OR MONITORING FACILITY ARE INTERRUPTED, CIRCUMVENTED, COMPROMISED, DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION (COLLECTIVELY, AN "INTERRUPTION") FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, COMPANY'S SOLE, JOINT OR SEVERAL NEGLIGENCE, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE.
7. **FALSE ALARMS.** IN THE EVENT THE SYSTEM IS ACTIVATED FOR ANY REASON WHATSOEVER, YOU SHALL PAY, WITHOUT ANY RIGHT TO BE REIMBURSED BY COMPANY, ALL FINES, FEES, COSTS, EXPENSES AND PENALTIES ASSESSED AGAINST YOU OR COMPANY BY ANY COURT OR GOVERNMENTAL AGENCY.
8. **BINDING AGREEMENT.** THIS AGREEMENT BECOMES BINDING UPON COMPANY ONLY (I) WHEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF COMPANY, WHO MUST BE A CORPORATE OFFICER IF (A) THERE ARE ANY ADDITIONS TO THE AGREEMENT, OR (B) ANY OF THE PRINTED TERMS AND CONDITIONS HAVE BEEN ALTERED, DELETED OR SUBSTITUTED BY OTHER WORDING, OR (II) UPON COMMENCEMENT OF SERVICES, PROVIDED, HOWEVER, IN SUCH EVENT CLAUSE (I) APPLIES, YOU AGREE THAT (X) ANY AND ALL MODIFICATIONS TO THIS AGREEMENT BY YOU ARE DEEMED REJECTED BY COMPANY, AND (Y) THE ONLY TERMS AND CONDITIONS APPLICABLE TO THE SERVICES PROVIDED TO OR FOR YOU ARE SET FORTH IN THIS UNMODIFIED AGREEMENT.
9. **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF NEW JERSEY.
10. **TYPE AND PLACE OF SUIT.** YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY AGREE THAT ALL CLAIMS, ACTIONS OR PROCEEDINGS ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF THIS AGREEMENT OR THE SERVICES ("SUIT") SHALL BE LIMITED TO BREACH OF THIS AGREEMENT ONLY (ALL OTHER TYPES OF CLAIMS BEING HEREBY WAIVED AND COMPANY AND REPRESENTATIVES BEING HEREBY RELEASED) BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE DISTRICT OR COUNTY WHERE COMPANY'S MONITORING FACILITY IS LOCATED AND YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS.
11. **SERVICE OF PROCESS.** YOU AND COMPANY EACH AUTHORIZE AND CONSENT TO SERVICE OF PROCESS BY U.S. MAIL, CERTIFIED, RETURN RECEIPT REQUESTED, OR NATIONAL OVERNIGHT COURIER SERVICE (WITH CONFIRMATION OF RECEIPT).
12. **WAIVER OF TRIAL BY JURY.** YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.
13. **CONTRACTUAL LIMITATION OF ACTIONS.** ALL SUITS AGAINST COMPANY OR REPRESENTATIVES MUST BE COMMENCED IN COURT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, WITHOUT JUDICIAL EXTENSION OF TIME, OR SAID SUIT IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.
14. **ASSIGNABILITY OF AGREEMENT.** THIS AGREEMENT IS NOT ASSIGNABLE BY YOU. THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY AND, UPON ASSIGNMENT, COMPANY SHALL HAVE NO FURTHER DUTY, OBLIGATION, RESPONSIBILITY OR LIABILITY TO YOU.
15. **MONITORING SERVICE.** MONITORING SERVICE CONSISTS SOLELY OF MONITORING SERVICE PERSONNEL ("OPERATOR") COMMUNICATING ELECTRONICALLY WITH FIRST RESPONDERS OR CALLING BY TELEPHONE THE TELEPHONE NUMBERS SUPPLIED BY YOU OR DEALER IN WRITING FOR THE POLICE, SHERIFF, FIRE, MEDICAL, AMBULANCE, GUARD, PATROL, AND RESPONSE SERVICES, AND OTHER GOVERNMENTAL, QUASI-GOVERNMENTAL, PRIVATE OR VOLUNTEER AGENCIES, DEPARTMENTS AND ORGANIZATIONS (COLLECTIVELY, "FIRST RESPONDERS") AND PERSONS IDENTIFIED BY YOU AS YOUR EMERGENCY CONTACTS (THE "CALL LIST") WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY AND THE PRIORITY OF THE SIGNALS WHICH ARE IDENTIFIED IN WRITING ("LISTED CODES") OR VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICES APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY OR WHEN VOICE COMMUNICATION REQUESTING ASSISTANCE IS RECEIVED BY AN OPERATOR FROM YOU OR FROM THE PREMISES (COLLECTIVELY, "MONITORING SERVICES"). NO MONITORING SERVICE SHALL BE RENDERED FOR VOICE COMMUNICATION WHICH DOES NOT REQUEST ASSISTANCE OR FOR VIDEO IMAGES WHICH DO NOT CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE. IN THE EVENT A SIGNAL IS RECEIVED AT THE MONITORING FACILITY WHICH IS NOT A LISTED CODE, YOU AGREE THAT COMPANY'S SOLE DUTY AND OBLIGATION IS FOR COMPANY TO LOG THE SIGNAL (THE "UNLISTED CODE POLICY").

SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS (Cont.)

IF THE PREMISES IS LOCATED IN A JURISDICTION REQUIRING A PERSONAL VERIFIED ON-SITE RESPONSE ("VERIFIED RESPONSE") PRIOR TO DISPATCHING A FIRST RESPONDER, IT IS YOUR SOLE RESPONSIBILITY TO ENGAGE A SERVICE TO PROVIDE SUCH VERIFIED RESPONSE. ALL FEES, COSTS AND EXPENSES IN CONNECTION WITH VERIFIED RESPONSE SHALL BE BORNE BY YOU ONLY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (A) UPON RECEIPT OF A LISTED CODE OR VIDEO IMAGES AND PRIOR TO COMMUNICATING ELECTRONICALLY OR BY TELEPHONE TO FIRST RESPONDERS OR THE CALL LIST, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, ATTEMPT TO TELEPHONE THE PREMISES OR ATTEMPT TO CONTACT YOU THROUGH TELEPHONE, ELECTRONIC MAIL, TEXT MESSAGE OR OTHER SIMILAR MEANS OF COMMUNICATION AT NUMBERS OR ADDRESSES PROVIDED BY YOU OR DEALER IN WRITING, AS FREQUENTLY AS COMPANY DEEMS APPROPRIATE TO VERIFY THE NECESSITY TO REPORT THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES TO FIRST RESPONDERS OR THE CALL LIST, AND (B) UPON THE RECEIPT OF AN ABORT CODE OR ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES FROM YOU OR ANY OF YOUR PERSONAL CONTACTS ON THE CALL LIST, ALL OF WHOM HAVE YOUR AUTHORITY AND CONSENT TO DIRECT COMPANY TO DISREGARD RECEIPT OF A LISTED CODE, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, REFRAIN FROM CONTACTING FIRST RESPONDERS OR THE CALL LIST OR ADVISE ANYONE PREVIOUSLY NOTIFIED OF A LISTED CODE OR VIDEO IMAGES OF RECEIPT OF AN ABORT CODE OR ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF THE LISTED CODE OR VIDEO IMAGES.

COMPANY'S EFFORTS TO NOTIFY FIRST RESPONDERS OR THE CALL LIST SHALL BE SATISFIED BY ADVICE ELECTRONICALLY OR BY TELEPHONE TO ANY PERSON ANSWERING THE TELEPHONE AT THE TELEPHONE NUMBER(S) PROVIDED TO COMPANY IN WRITING OR BY LEAVING A MESSAGE WITH A TELEPHONE ANSWERING SERVICE OR ANY MECHANICAL, ELECTRICAL, ELECTRONIC OR OTHER TECHNOLOGY PERMITTING THE RECORDATION OF VOICE OR DATA COMMUNICATIONS YOU ACKNOWLEDGE AND AGREE THAT (I) ALL SOFTWARE, HARDWARE, FIRMWARE, CODES, SIGNALS, AUDIO AND VOICE COMMUNICATIONS, VIDEO IMAGES, INFORMATION AND DOCUMENTATION ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT OR THE SERVICES (COLLECTIVELY, THE "IP PROPERTY") ARE THE SOLE AND EXCLUSIVE PROPERTY OF COMPANY AND YOU HAVE NO RIGHTS WHATSOEVER IN ANY OF THE IP PROPERTY AND (II) COMPANY SHALL HAVE THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO DESTROY, DELETE, ERASE, ETC. (COLLECTIVELY, "DESTRUCTION") THE IP PROPERTY AT ANY TIME WITHOUT NOTICE TO YOU; PROVIDED, THAT UPON YOUR WRITTEN REQUEST TO RETAIN ANY SPECIFIC IP PROPERTY BEING RECEIVED BY COMPANY PRIOR TO THE DESTRUCTION OF THE IP PROPERTY, COMPANY SHALL USE COMMERCIALY REASONABLE EFFORTS TO STORE THE SPECIFIC IP PROPERTY AS REQUESTED BY YOU ON THE CONDITION PRECEDENT THAT YOU PAY ALL FEES, COSTS AND EXPENSES RELATED TO YOUR REQUEST.

16. **SERVICE INFORMATION OBLIGATION OF SUBSCRIBER.** ONLY YOUR AGENT THE DEALER SHALL PROPERLY AND ACCURATELY COMPLETE AND DELIVER TO COMPANY IN WRITING ALL INFORMATION REQUIRED BY COMPANY TO PERFORM MONITORING SERVICES UNDER THIS AGREEMENT ("INFORMATION"). ALL INFORMATION (AND ALL ADDITIONS, MODIFICATIONS OR CHANGES) SHALL BE (I) YOUR SOLE AND ABSOLUTE RESPONSIBILITY, AND (II) IN WRITING OR ELECTRONICALLY TRANSMITTED BY DEALER TO COMPANY. ALL INFORMATION SHALL NOT BECOME AVAILABLE FOR USE UNTIL TRANSFERRED BY COMPANY TO ITS DATABASE WHICH SHALL OCCUR NOT SOONER THAN THE NEXT BUSINESS DAY AFTER RECEIPT OF THE INFORMATION AT THE MONITORING FACILITY. NO ORAL COMMUNICATION SHALL BE BINDING ON COMPANY. NOTWITHSTANDING THE FOREGOING, IN THE EVENT COMPANY PROVIDES OR AGREES TO PROVIDE ANY OF THE INFORMATION, SUBSCRIBER HEREBY RELEASES COMPANY FOR ANY AND ALL ACTS, ERRORS OR OMISSIONS OF COMPANY, INCLUDING COMPANY'S ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE ARISING OUT OF OR FROM OR RELATED TO COMPANY PROVIDING, FAILING TO PROVIDE OR AGREEING TO PROVIDE ANY INFORMATION.
17. **INTEGRATED AGREEMENT.** THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT (THE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT.
18. **VALID AGREEMENT.** SHOULD ANY PROVISION HEREOF (OR PORTION THEREOF), OR ITS APPLICATION TO ANY CIRCUMSTANCES, BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT, THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING, UPON DETERMINATION THAT ANY PROVISION OR PORTION THEREOF IS INVALID, ILLEGAL OR UNENFORCEABLE, THE COURT OR OTHER DISPUTE RESOLUTION FORUM SHALL MODIFY THE PROVISION OR PORTION THEREOF SO AS TO EFFECT THE ORIGINAL INTENT OF THE PARTIES AS CLOSELY AS POSSIBLE SO THAT SUCH PROVISION OR PORTION THEREOF IS VALID, LEGAL AND ENFORCEABLE.
19. **MODIFICATIONS.** ALL CHANGES OR AMENDMENTS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY YOU AND COMPANY TO BE BINDING.
20. **RIGHT TO SUBCONTRACT.** COMPANY MAY, IN ITS SOLE ABSOLUTE DISCRETION, SUBCONTRACT FOR THE PROVISION OF SERVICES UNDER THIS AGREEMENT. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY COMPANY TO PROVIDE ANY MONITORING SERVICE TO YOU, AND BIND YOU TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO COMPANY.
21. **CONSENT TO INTERCEPT, RECORD, DISCLOSE AND USE CONTENTS OF COMMUNICATIONS.** YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR FAMILY, GUESTS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES (INDIVIDUALLY AND COLLECTIVELY, "ANY PERSON"), HEREBY CONSENT TO COMPANY INTERCEPTING, RECORDING, RETRIEVING, REVIEWING, COPYING, DISCLOSING AND USING THE CONTENTS OF ALL TELEPHONE, VIDEO, WIRE, ORAL, ELECTRONIC, INTERNET, BROADBAND AND OTHER FORMS OF TRANSMISSION OR COMMUNICATION TO WHICH COMPANY AND YOU OR ANY PERSON ARE PARTIES.
22. **MEDICAL EMERGENCY SIGNAL.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.
23. **SUBSCRIBER AS SURETY.** YOU AGREE TO BE A SURETY FROM THE OBLIGATIONS OF DEALER TO COMPANY INCLUDING, WITHOUT LIMITATION, ALL CHARGES FOR SERVICES RENDERED OR TO BE RENDERED BY COMPANY TO YOU, UPON WRITTEN NOTICE TO YOU THAT DEALER IS IN DEFAULT OR BREACH OF ITS AGREEMENT WITH COMPANY.
24. **SUBSCRIBER OBLIGATIONS.** IF THE BUSINESS RELATIONSHIP BETWEEN YOU AND DEALER TERMINATES, OR IF YOU SELL OR NO LONGER OCCUPY THE ENTIRE PREMISES, YOU SHALL IMMEDIATELY (I) NOTIFY COMPANY IN WRITING, AND (II) DEPROGRAM THE SYSTEM SO THAT THE SYSTEM WILL NOT COMMUNICATE WITH THE MONITORING FACILITY.
25. **PARAGRAPH HEADINGS.** THE PARAGRAPH TITLES USED HEREIN ARE FOR CONVENIENCE OF THE PARTIES ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING THE PROVISIONS OF THIS AGREEMENT.
26. **COMPANY AS SUBCONTRACTOR.** YOU UNDERSTAND AND AGREE THAT (I) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OF DEALER AND NOT A PARTNER OR JOINT VENTURE WITH DEALER AND (II) COMPANY SHALL NOT BE LIABLE TO YOU DIRECTLY OR INDIRECTLY FOR ANY LIABILITY OF DEALER FOR RIGHT TO NOTICE AND CURE. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, YOU AGREE TO PROVIDE WRITTEN NOTICE TO COMPANY SPECIFICALLY IDENTIFYING THE NATURE OF THE BREACH AND THE PROVISIONS OF THIS AGREEMENT AFFECTED THEREBY, AND TO PERMIT COMPANY TO CURE THE BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OR, IF THE BREACH CANNOT BE REASONABLY CURED WITHIN SAID PERIOD, TO PROMPTLY COMMENCE TO CURE AND DILIGENTLY PROCEED UNTIL CURED. IF COMPANY CURES ANY SAID BREACH AS PROVIDED HEREIN, THIS AGREEMENT SHALL CONTINUE UNABATED AND COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM, RESULTING FROM, RELATED TO, IN CONNECTION WITH OR AS A CONSEQUENCE OF ANY SAID BREACH.
27. **DEALER AS AGENT; REVOCATION; RATIFICATION; RETROACTIVE DATE.** YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF DONE BY YOU IN YOUR OWN RIGHT CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR FROM IN CONNECTION WITH OR RELATED TO THE PERFORMANCE OF MONITORING SERVICES. THE AUTHORITY GRANTED TO DEALER UNDER THIS SECTION SHALL CONTINUE TO BE BINDING UPON YOU UNTIL REVOCATION IN WRITING, SIGNED BY YOU, SHALL HAVE BEEN ACTUALLY RECEIVED BY COMPANY; AND NO SUCH NOTICE SHALL AFFECT ANYTHING DONE BY COMPANY IN RELIANCE HEREON OR PURSUANT HERETO PRIOR TO ACTUAL RECEIPT OF SAID WRITTEN AND SIGNED NOTICE OF REVOCATION. YOU HEREBY RATIFY AND CONFIRM ALL PRIOR AND CONTEMPORANEOUS ACTS OF DEALER IN ACCORDANCE WITH THIS SECTION WHICH YOU ACKNOWLEDGE AND AGREE SHALL BE AND IS DEEMED TO BE RETROACTIVE TO THE INITIAL DATE COMPANY PERFORMED ANY SERVICES FOR YOU OR ON YOUR BEHALF AS A SUBCONTRACTOR OR DEALER.
28. **INTERNET SERVICES.** COMPANY HEREBY GRANTS TO YOU A NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO ACCESS COMPANY'S PORTAL VIA THE INTERNET TO INPUT, DELETE AND MODIFY INFORMATION THROUGH THE INTERNET. EXCEPT FOR YOU (A) FAILURE TO KEEP CONFIDENTIAL ALL INFORMATION, PASSWORDS, ETC., (B) USE OF THE LICENSE OR THE INFORMATION IN ANY MANNER THAT NEGATIVELY AFFECTS COMPANY, (C) USE OF THE LICENSE OR THE INFORMATION FOR ANY ILLEGAL PURPOSE, OR (D) VIOLATION OF ANY APPLICABLE LAW, THIS LICENSE SHALL CONTINUE AND BE COEXTENSIVE WITH THE TERM OF THIS AGREEMENT. YOU SHALL BE SOLELY AND ABSOLUTELY RESPONSIBLE FOR THE INFORMATION WHICH YOU OR DEALER INPUTS, DELETES OR MODIFIES. YOU AGREE THAT UPON TERMINATION OF THIS AGREEMENT OR TERMINATION OR SUSPENSION OF THE LICENSE BY COMPANY, COMPANY MAY IMMEDIATELY, AND WITHOUT NOTICE, DISABLE YOUR ACCESS TO COMPANY'S PORTAL AND CANCEL ALL PASSWORDS OR OTHER ACCESS CODES.

SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS (Cont.)

30. EXECUTION IN COUNTERPARTS AND BY FACSIMILE OR ELECTRONIC MAIL. THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ANY ONE OF WHICH NEED NOT CONTAIN THE SIGNATURE OF MORE THAN ONE PARTY, BUT ALL OF WHICH SHALL TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENTS. THE PARTIES AGREE THAT THIS AGREEMENT AND THE SIGNATURES AFFIXED HERETO MAY BE TRANSMITTED AND DELIVERED BY FACSIMILE AND ELECTRONIC MAIL (SCANNED COPY DELIVERED IN PDF VERSION) ("ELECTRONIC MAIL") AND THAT ALL SUCH SIGNATURES AND THE AGREEMENT TRANSMITTED OR DELIVERED BY FACSIMILE OR ELECTRONIC MAIL SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS THE ORIGINAL AGREEMENT AND ORIGINAL SIGNATURES.
31. STORAGE OF AGREEMENT AND INFORMATION. YOU AUTHORIZE COMPANY TO SCAN, IMAGE OR OTHERWISE CONVERT, STORE OR RETAIN THIS AGREEMENT AND ALL INFORMATION AND OTHER WRITTEN MATERIALS IN AN ELECTRONIC FORM OF ANY NATURE AND, IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY, TO DESTROY ALL WRITTEN DOCUMENTS OR MATERIALS WHICH HAVE BEEN SO CONVERTED. YOU AGREE THAT AN ELECTRONICALLY PRODUCED COPY OF THIS AGREEMENT AND ALL OTHER WRITTEN DOCUMENTS AND MATERIALS SO CONVERTED IS LEGALLY EQUIVALENT TO THE ORIGINAL FOR ANY AND ALL PURPOSES, INCLUDING LITIGATION.
32. VIDEO SYSTEMS. IF THE SYSTEM TRANSMITS VIDEO IMAGES, YOU SHALL (i) PROVIDE AND MAINTAIN ADEQUATE POWER AND LIGHTING FOR ALL CAMERAS OR OTHER VIDEO RELATED EQUIPMENT; (ii) INFORM ALL PERSONS ON THE PREMISES THAT MAY BE MONITORED BY VIDEO; (iii) NOT USE OR PERMIT THE USE OF VIDEO INSTALLED WHERE ANY PERSON MAY HAVE A REASONABLE EXPECTATION OF PRIVACY; (iv) USE BROADBAND CONNECTIVITY EXCLUSIVELY TO TRANSMIT VIDEO IMAGES FROM THE SYSTEM; (v) USE THE VIDEO SYSTEM FOR SECURITY SURVEILLANCE AND MANAGEMENT SERVICES ONLY; (vi) NOT USE THE VIDEO SYSTEM FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE UNLAWFUL ACTIVITY; AND (vii) OBTAIN AND KEEP IN EFFECT ALL PERMITS OR LICENSES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE VIDEO SYSTEM. YOU UNDERSTAND AND AGREE THAT (i) A VIDEO SYSTEM ENABLES COMPANY TO RECORD, STORE AND REVIEW IMAGES OF THE INTERIOR OF THE PREMISES AND THE AREA OUTSIDE OF THE PREMISES, AND (ii) VIDEO WITH AUDIO CAPABILITY ENABLES COMPANY TO RECORD, STORE AND REVIEW ORAL COMMUNICATIONS FROM IN AND OUTSIDE OF THE PREMISES. YOU HEREBY AGREE, AUTHORIZE AND CONSENT TO COMPANY RECORDING, STORING AND REVIEWING VIDEO IMAGES AND ORAL COMMUNICATIONS TRANSMITTED FROM THE VIDEO SYSTEM AT THE PREMISES.

MONITORING SERVICE IN CONNECTION WITH THE RECEIPT OF VIDEO IMAGES AT COMPANY'S MONITORING FACILITY CONSISTS SOLELY OF OPERATOR COMMUNICATING ELECTRONICALLY OR CALLING BY TELEPHONE THE PROPER AUTHORITIES WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY (INCLUDING, WITHOUT LIMITATION, THE PRIORITY OF ALL SIGNALS AND VIDEO IMAGES RECEIVED BY THE MONITORING FACILITY) AFTER VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY; PROVIDED, THAT THE OPERATOR SHALL NOT BE REQUIRED TO VIEW THE VIDEO IMAGES MORE THAN ONE TIME AS THE VIDEO IMAGES APPEAR ON THE OPERATOR'S COMPUTER SCREEN.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, COMPANY'S OBLIGATION TO PERFORM MONITORING SERVICE IN CONNECTION WITH ANY LISTED CODE RECEIVED FROM ANY INTRUSION DETECTION SYSTEM AT THE PREMISES IS CONDITIONED ON (i) RECEIPT OF VIDEO IMAGES FROM THE VIDEO SYSTEM RELATED TO THE LISTED CODE, AND (ii) OPERATOR'S DETERMINATION, PURSUANT TO THIS SECTION, OF WHETHER TO COMMUNICATE ELECTRONICALLY OR CALL BY TELEPHONE FIRST RESPONDERS OR THE CALL LIST.

33. EMAIL NOTICE. IN THE EVENT YOU ELECT TO RECEIVE AUTOMATIC EMAIL NOTICE OF CERTAIN SYSTEM EVENTS, E.G. THE ARMING OR DISARMING OF THE SYSTEM, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT (i) ANY SUCH NOTICE IS CONDITIONED ON (A) RECEIPT OF THE DATA AT COMPANY'S CENTRAL STATION, (B) THE PROPER OPERATION OF COMMUNICATION EQUIPMENT, SERVICES, SYSTEMS AND NETWORKS INCLUDING, WITHOUT LIMITATION, THE INTERNET, AND (C) ANY FAILURE, MALFUNCTION OR DELAY IN PROCESSING OR TRANSMITTING THE DATA BY COMPANY'S EQUIPMENT OR SOFTWARE, AND (ii) COMPANY IS HEREBY RELEASED FROM ANY LIABILITY ARISING OUT OF OR FROM, RESULTING FROM OR IN CONNECTION WITH THE FAILURE, MALFUNCTION OR DELAY OF ANY SUCH NOTICE FOR ANY REASON, INCLUDING COMPANY'S OR REPRESENTATIVE'S SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE.
34. CONSENT TO CALL SUBSCRIBER AND CALL LIST. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF EACH PERSON ON YOUR CALL LIST FROM TIME-TO-TIME, CONSENT TO COMPANY CALLING EACH SUCH PERSONS CELL PHONE OR OTHER MOBILE DEVICE.

END OF SECTION



433 Industrial Drive
North Wales, PA 19454

215-841-0100 Phone
215-841-9638 Fax

info@keystonefire.com
www.keystonefire.com

Engineered Fire Protection Specialists

A KPI COMPANY

March 11, 2021

William Gouger
East Stroudsburg School District
50 Vine Street
East Stroudsburg , PA, 18301

Phone: (570) 656-4288
Fax:

Our Proposal No. 21-0570

SUBJECT: Fire Alarm System Star Link

Reference: JT Lambert Intermediate School

Dear William:

Pursuant to our recent telephone conversation, we are pleased to provide the following proposal to set up monitoring your Fire Alarm System, as more fully described below.

Scope of Work -

Our work will consist of the following:

- We will install Star link to set up cellular monitoring on Notifier NFS-3030D
- If antenna is needed there will be an additional charge

We propose to perform the above-described scope of work in a workmanlike manner for a total price of

..... **\$1,303.00**

TERMS AND CONDITIONS

1. All terms per Company "Installation Terms and Conditions", included with this proposal on a separate sheet.
2. All labor required for installation, testing or supervision, unless otherwise specified, to be performed during normal work day and work week by Company qualified non-union labor. Normal hours are 7:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays.
3. All labor required for installation, testing or supervision to be performed during overtime by Company qualified non-union labor. Overtime hours are 4:30 p.m. to 7:00 a.m., Monday through Friday, and all day Saturday, except Holidays.
4. Quoted prices do not include any taxes, license, permit, plan review, professional engineering stamps, export duties, or other governmental fees or assessments, unless specifically so stated. If obtained by Company, these direct costs will be itemized and added to the proposal price contained herein.

Should there be any questions or comments regarding this proposal, please do not hesitate to contact

Life Safety
MADE SIMPLE™

the undersigned. We thank you for the opportunity to present this proposal and look forward to being of further service to you.

Very truly yours,

KEYSTONE FIRE PROTECTION COMPANY

Joseph Martino

Joseph Martino
Life Safety Advisor

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. Your signature below will serve as notice to commence the services described herein. If a purchase order and/or contract are required to authorize the aforementioned work, please indicate "TO FOLLOW" in the space marked "P.O. No.". No work will commence until P.O. and/or contract is received by this office.

Signature _____

Date _____

Print Name _____

P. O. No. _____

**KEYSTONE FIRE PROTECTION COMPANY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer ("Customer") identified on the first page of the attached proposal (the "Proposal") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
2. **SALE OF MAINTENANCE, SERVICE, INSTALLATION AND/OR EQUIPMENT.** The Company shall sell to Customer and the Customer shall purchase from the Company the system installation ("System") and/or equipment ("Equipment") identified in the Proposal.
3. **DELIVERY; TITLE AND RISK OF LOSS.** Stock items are available for same-day pickup or next-day shipment from Company's warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of a System and delivery of Equipment, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **EQUIPMENT RETURNS,**
 - a. Stock Items. All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.
 - b. Special Orders. Specially ordered and "non-stock" Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.
 - c. Warranty Returns. Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer's repair department.
6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer's location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 28.a of this Agreement.
7. **APPROVAL AND PERMITS.** Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
8. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
9. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.
10. **TERMINATION.** Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.
11. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.
12. **FORCE MAJEURE.** Company shall be relieved of liability for failure to perform, or for delay in performing, any of its obligations under this Agreement during any period in which such performance becomes impossible or impractical for any reason beyond the reasonable control of Company, including, without limitation, inclement weather, due to war, civil disturbance, act of government, shortage of or inability to receive supplies, labor disturbance, act of God, damage to plant, equipment or facilities or delays in transportation, or Customer's denial to Company of full access to the Equipment or System.

**KEYSTONE FIRE PROTECTION COMPANY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

13. LIMITATION OF LIABILITY.

- a. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.
- b. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.

14. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

- a. Company warrants that all Services and installation of the Equipment and/or System will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- b. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.

15. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

16. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 16.

17. INDEMNIFICATION. Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and Company's (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 17 shall continue in effect notwithstanding any payment in full by Customer for the System and Equipment. Customer further understands that Company is relying upon this limitation in determining the cost of the System and Equipment.

18. WAIVER OF SUBROGATION. Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverage, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or the Company or those for whom they are responsible; provided, that this release shall be in force and effect only with respect to loss or damage occurring during the time each party's insurance policies contain a clause to the effect that this release shall not affect such policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra cost is chargeable, so long as the other party pays such extra cost.

19. REMEDIES CUMULATIVE. The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

20. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

21. HAZARD TO PERSONNEL. Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will install the System there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

22. INSURANCE. Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

23. HEADINGS. Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

24. TOOLS. Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of the Company.

25. USE OF DESIGNS AND DATA. Any knowledge or information, including drawings and data, which Company shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be Company's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. Company does not grant to Customer any reproduction rights or any rights to use such information.

26. ELECTRIC POWER CONNECTION. When electric is required for System operation, Customer will provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 8 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.

**KEYSTONE FIRE PROTECTION COMPANY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

27. SERVICES NOT INCLUDED.

- a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday, except holidays.
- b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.
- c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
- d. Customer shall provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in this Agreement, services do not include costs for any discharge or concentration tests required by approval authorities.
- e. No provision to exhaust any discharged agent is included in this Agreement.
- f. Should an employee of Company be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.

28. MISCELLANEOUS.

- a. Entire Agreement; Modifications. This Agreement (including the Proposal) constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- b. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- c. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- d. Jurisdiction. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 28.e.
- e. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 28.e.
- f. Assignment; Binding Effect. This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- g. No Set-Off. Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- h. Waiver of Jury Trial. *The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.*
- i. Attorneys' Fees. Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- j. Commercial Transaction. The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- k. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- l. Survival. All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or

END OF SECTION



Attachment V.I. F. 4



PROUD PARTICIPANT
Member No. 040-063

433 Industrial Drive
North Wales, PA 19454
P (215) 641-0100
F (215) 641-9638
www.keystoneflra.com



LIFE-SAFETY SYSTEM SERVICE AGREEMENT

This Life Safety System Service Agreement is entered into by and between Keystone Fire Protection Co. (hereinafter referred to as "Company") and the Customer whose name and address are set forth below (hereinafter referred to as "Customer"). The Life Safety System Service Agreement, the attached Exhibit(s) and the Service Agreement Standard Terms and Conditions attached hereto are collectively referred to as the "Agreement". Company agrees to provide inspection and maintenance services to Customer in accordance with this Agreement.

CUSTOMER:	SERVICE SITE INFO:	PROPOSAL DATE:	3/11/2021
East Stroudsburg SD	JT Lambert	LIFE SAFETY ADVISOR:	190
50 Vine Street	2000 Milford Road	PROPOSAL NO:	21-0571
East Stroudsburg, PA	East Stroudsburg, PA	AGREEMENT EFFECTIVE	
18301	18301	FROM:	4/1/2021
ATTN: William Gouger	<input type="checkbox"/>	TO:	3/30/2024
PHONE: (570) 424-8500			
CELL: (570) 656-4288			

SERVICES PROVIDED UNDER THIS AGREEMENT:

For specific information on the equipment and systems covered under this Agreement, please refer to the "List of Systems to be Serviced". In many cases, the systems listed below require different intervals of test and inspection. Please refer to the specified "Exhibit" for each system marked with a "✓" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	Annual Fee	
Building Fire Alarm System(s)			
Central Station Monitoring Service	(1) ✓	\$535.00	(See Exhibit M - Subscriber Monitoring Agreement)
Clean Agent Extinguishing System(s)			
Automatic Fire Damper(s)			
Pre-Action/Deluge/Foam System(s)			
Restaurant Suppression System(s)			
Industrial Dry Chemical System(s)			
Emergency Lighting & Exit Sign(s)			
Hand Portable Fire Extinguisher(s)			
Wet Sprinkler System(s)			
Dry Sprinkler System(s)			
Wet & Dry Standpipe System(s)			
Fire Pump Annual Testing			
Fire Pump Churn Testing			
Backflow Prevention Device(s)			
Yard Hydrant System(s)			
Fire Hose Inspection			
Annual Investment		\$535.00	(Tax Exempt - NOTE: Customer must provide Company with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax		\$0.00	

ANNUAL INVESTMENT: \$535.00 This proposal valid for 30 days from date above.

Company proposes to bill Customer annually on a schedule in advance of services performed.

Annual investment above includes the cost to perform the inspection(s), only, and any "Additional Required" and/or "Value-Added" Services listed below, marked as "Included". Unless otherwise noted, all replacement parts, repairs, emergency service calls, recharges, or other changes in work scope, will result in charges over and above the stated inspection price. Customer selected optional services such as "Parts Protection Plus" will be billed at the commencement of this agreement and at each successive renewal period.

SERVICE RESPONSE:

Emergency Service Calls:

Our initial response to you will be provided within (4) hour(s) of receipt of your call. Company personnel will assess the situation by phone and will determine the required next course of action with you or a designated member of your staff.

On-Site Response Time:

Service personnel will arrive at your facility within (24) hour(s) of your phoned request, if it is determined that a site service visit is required. Please advise your Life Safety Specialist if a higher priority on-site response is required.

SERVICE LABOR RATES:

While our inspection and testing services are designed to reduce the need for emergency service visits, should you require a technician to respond to your site, we are available 24 hours a day, 7 days a week, 52 weeks per year. The following is a description of our labor charges for normal business hours, and our policy regarding overtime and holidays.

Standard Travel and Labor Rates:

		Standard	Agreement
		<u>Rates</u>	<u>Rates</u>
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$132.00	\$110.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$155.00	\$129.00
Engineering & Project Management Labor	(Per Hour)	\$185.00	\$154.00
2 Hour Minimum Billing			
Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$166.00	\$138.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$196.00	\$163.00
Engineering & Project Management Labor	(Per Hour)	\$233.00	\$194.00
4 Hour Minimum Billing			
Sunday & Holiday Hours - All day Sunday & Holidays **			
Extinguisher, Restaurant, or Shop Labor	(Per Hour)	\$191.00	\$159.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$224.00	\$187.00
Engineering & Project Management Labor	(Per Hour)	\$268.00	\$223.00
4 Hour Minimum Billing			

All Service Calls are Subject to:

- Minimum Hourly Billing as noted above
- Billing in half-hour increments (after time exceeds minimum billing)
- Plus Travel Time, portal to portal
- Invoices due and payable: **NET 20 DAYS**

Service Replacement Parts:

All replacement parts deemed necessary to maintain listed systems in an operable state will be itemized and billed as an extra at the Manufacturer's suggested list price.

***New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day (should any of these days fall on a Saturday, holiday will be observed on the previous Friday; should any of these days fall on a Sunday, holiday will be observed the following Monday).*

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By your signature below and on the subsequent page(s), you are hereby authorizing Company to perform the work as specified. There is no agreement until a representative of the Company returns a countersigned copy of this agreement to the Customer. Payment by Customer will be made as outlined above:

CUSTOMER

KEYSTONE FIRE PROTECTION COMPANY

Signature _____

Signature _____

Printed Name _____

Printed Name **Joseph Martino**

Title _____

Title **Life Safety Advisor**

Email Address _____ Date _____

Date _____

ADDITIONAL REQUIRED SERVICES:

In addition to the above-described services to be performed, your life safety systems may require one or more of the following additional tests or services to be conducted during the coverage period of this agreement. These services are typically preventative maintenances and/or invasive tests, done on less frequent intervals, to further ensure the functional effectiveness of your system(s). Where noted, these services are required by code and must be performed at the appropriate intervals to certify your system(s). Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these required services. Unless indicated otherwise below, these services will only be quoted on a Time & Material (T&M) basis, at the contracted labor rates in effect at the time of the testing. Tests and services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Smoke Detector Sensitivity Testing - required by NFPA Pamphlet 72 (bi-annually)	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Decibel (dB) Testing of Fire Alarms - required by City of Philadelphia Fire Code	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Room Integrity Door Fan Testing - recommended by NFPA 2001 & 12A (annually)	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Monthly Extinguisher Inspections - required by NFPA Pamphlet 10 (monthly)	Per month:	<input type="checkbox"/>
<input type="checkbox"/>	Pipe Obstruction Investigation - required by NFPA Pamphlet 25 (5 year intervals)	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 25 (5 year intervals)	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 25 (annually)	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fire Department Connection Backflush - required by City of Phila. (5 year intervals)	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Standpipe & Hose Connection Flow Test - required by City of Phila. (5 year intervals)	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Standpipe & Hose Connection Hydro Test - required by City of Phila. (5 year intervals)	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Alarm Valve Internal Inspection - required by City of Phila. (5 year intervals)	<input type="checkbox"/>	N/A

VALUE-ADDED (OPTIONAL) SERVICES:

Keystone is also proud to offer the following value-added services which will enhance your overall service experience with us. Please take a moment to review the *Glossary of Services* sheet which describes the benefits of these money-saving services. Those services which do not pertain to your life safety systems will be marked with an "N/A" indicating that they are not applicable.

<input type="checkbox"/>	Rapid Repair™ Same-Day Deficiency Correction Program		
<input type="checkbox"/>	Parts Protection Plus™ Covering: Alarm _____ Suppression _____ Pre-Action _____	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Smoke Detector Cleaning	<input type="checkbox"/>	N/A
<input type="checkbox"/>	After Hours Testing of Audible Alarm Devices	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Central Station Monitoring - One-Time Equipment Set-Up Investment	<input type="checkbox"/>	\$ -
<input type="checkbox"/>	Nozzle Plan Plus™ Nozzle & Blow-Off Cap Replacement Coverage for Restaurant Systems	<input type="checkbox"/>	N/A
<input type="checkbox"/>	PFX-TEND™ - Portable Fire Extinguisher Extended Maintenance Plan (available on 3-yr agreements only)	<input type="checkbox"/>	N/A
<input type="checkbox"/>	ePlace™ - Web-Based Field Device Placement Reporting powered by Building Reports.com	<input type="checkbox"/>	\$ -
<input type="checkbox"/>	Employee Fire Extinguisher Training - Classroom Only (2 Hr. Minimum)	Per Class:	<input type="checkbox"/>
<input type="checkbox"/>	Live Hands-On Fire Extinguisher Training - (Plus Cost of Classroom Training)	Per Group:	<input type="checkbox"/>

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I authorize Keystone Fire Protection Co. to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer identified on the first page of this Agreement ("Customer") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
2. **SALE OF MAINTENANCE AND SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the maintenance and services ("Services") identified in this Agreement to be performed on Customer's equipment ("Equipment") or fire system ("System"). Customer may order additions, deletions, revisions or other changes in the Services within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 21.A of this Agreement.
3. **SCOPE OF INSPECTION:** The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement does not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments. COMPANY may choose to offer such services at an additional charge, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations.
Any observations itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.
The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection. Company does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of CUSTOMER's particular location.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company in accordance with the terms set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes with respect to the purchase of any Services, Equipment, or System. All charges shall be paid NET the number of days from the date of invoice, as set forth on the second page of this agreement. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel, or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. The Company reserves the right to rescind credit terms for non-timely payment; Customer would be required to maintain a valid credit card on file. Customer acknowledges that, other than Company's completion of the Services, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **LIMITATIONS OF SERVICE.**
Deficiency Correction. Customer agrees that any Equipment or System out of warranty prior to the start of this Agreement shall be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall submit repair charges to Customer in writing at the then-prevailing Company prices and hourly rates. Should Customer decline such repair charges, Company may eliminate the deficient Equipment or System from coverage under this Agreement and adjust the price accordingly.
Abnormal Use. Service under this Agreement does not include repairs or servicing made necessary by or arising out of:
 - i) any causes other than normal use of the Equipment or System, as determined in the sole discretion of Company including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Equipment or System not in accordance with Company's or the manufacturer's specifications (including, without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Equipment or System for purposes other than those for which it is designed;
 - ii) any causes external to the Equipment or System including without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 1.0;
 - iii) repair, servicing or alterations to the Equipment or System by anyone other than an authorized Company service representative or without the written consent of Company; or representative or without the written consent of Company;
 - iv) alteration or relocation of Equipment or System and/or topographical changes to the area protected by the Equipment or System.
6. **WORK OF OTHERS.** Company makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed/modified fire sprinkler/suppression or alarm system(s). Company makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection/suppression or notification equipment. Company cannot and does not guarantee that loss or damage will not occur.
7. **CUSTOMER RESPONSIBILITIES.**
Site Environment. The Equipment and System are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System malfunction that occurs as a result of operation outside of such specifications, including without limitation the cost of repairing or replacing the malfunctioning Equipment or System.
Access. Customer shall provide Company with access to the Equipment and System and adequate working space and facilities within a reasonable distance of the Equipment and System. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System.
Operating Procedures. Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System.
Customer Representative. A representative of Customer shall be present at the site at all times Services are being performed by Company. Unless otherwise agreed to, Company personnel will not enter or remain at the site in the absence of a Customer representative.
8. **TERM; TERMINATION.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"; the Initial Term and all Renewal Terms are collectively the "Term") until terminated in writing as provided in this Agreement. Each Renewal Term shall be subject to the terms and conditions of this Agreement, except that the service fee due to Company for each Renewal Term shall be at the rate then charged by Company for similar inspection services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with Section 8.
9. **DEFAULT.** Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.

10. **REMEDIES.** In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- Discontinuance of Service.** Company, at its option, may immediately terminate this Agreement or refuse to continue to service this Equipment or System or may elect to furnish service on another basis, including, without limitation, on a C.O.D. "Per Call" basis.
- Acceleration.** Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable (including any Renewal Term). The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
11. **TAXES.** Except as set forth on the first page of this Agreement, the fees paid under this Agreement do not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Services. If Customer is tax-exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to the transactions contemplated by this Agreement.
12. **FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.
13. **LIMITATION OF LIABILITY.**
- A. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.
- B. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.
14. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.**
- A. Company warrants that all Services will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.
15. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.
16. **TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 14.
17. **INDEMNIFICATION.** Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 15 shall continue in effect notwithstanding any payment in full by Customer for the Services. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.
18. **WAIVER OF SUBROGATION.** Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the Equipment and/or System. Customer further understands that Company is relying upon this waiver in determining the cost of services provided to Customer.
19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
20. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.
21. **HAZARD TO PERSONNEL.**
- Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.
22. **RECORDS.** The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within twelve (12) months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within twelve (12) months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.
23. **MISCELLANEOUS**
- A. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.

KEYSTONE FIRE PROTECTION CO.
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

East Stroudsburg SD
21-0571

- B. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- C. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- D. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 21.E.
- E. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 21.E.
- F. **Assignment.** This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- G. **Waiver of Jury Trial.** The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.
- H. **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- I. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- J. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- K. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- L. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.	NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)
	1	JT Lambert	2000 Milford Road East Stroudsburg, PA
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		

LIST OF SYSTEM(S) TO BE SERVICED:

LOC. NO.	SYS. NO.	INSP. DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1	Apr	Central Station Monitoring	Building	Notifier 3030D Panel Installing Starlink per proposal #21-0570

EXHIBIT M: CENTRAL STATION MONITORING SERVICE

Standard Monitoring Service:

1. SCOPE OF SERVICES TO BE PROVIDED

Central station monitoring service for twelve (12) months. *

Automatic Test Signal(s) programmed to be sent by subscriber's digital communicator to verify integrity of incoming phone line(s).

Alarm Verification by Central Station

Notification to the authorities and one (1) party from those listed in the Subscriber's data file, following activation.

Notification to Company by the Central Station, following an activation at Subscriber's facility.

Elevator alarms - voice message monitoring of elevator cars. **

* monitoring may not coincide with anniversary dates of Service Agreement for other covered fire systems & equipment.

** subscriber's equipment must be equipped with this feature to utilize this service.

2. RESPONSIBILITIES & SUBSCRIBER ACKNOWLEDGEMENTS

KEYSTONE'S RESPONSIBILITIES TO THE SUBSCRIBER:

1. To notify Subscriber of off-normal conditions originating from the communicator which may require service or repair.
2. To obtain authorization from Subscriber to repair malfunctioning communication equipment.
3. To notify Subscriber of automatic annual renewal of monitoring agreement, including any changes in subscriber fees.
4. To clearly notify Subscriber (with written notice) of termination of monitoring service.
5. To notify Subscriber's authority having jurisdiction (AHJ) of termination or cancellation of monitoring service.

SUBSCRIBER'S RESPONSIBILITIES:

1. Subscriber agrees to pay Company the annual fee for Central Station monitoring, pursuant to the payment terms of this agreement.
2. Subscriber agrees to pay Company any extra fees resulting from excessive chargeable signals, at the current rate of \$.30 per signal.
3. Subscriber agrees to allow Company to service and repair malfunctioning system on a Time and Materials basis, at the contracted labor rate listed herein.
4. If Company is not the service provider of record for the monitored alarm system, Subscriber agrees to have timely repairs made to malfunctioning alarm system, to avoid excessive signal charges.
5. Subscriber is responsible for providing two (2) dedicated communication channels (i.e., telephone, cellular, internet or other approved technology) as for communicating with the Central Station, and is responsible for maintaining said channels in proper working order at all times.
6. Subscriber agrees to notify Company in writing of its intent to cancel monitoring service, and further agrees to allow Company access to the equipment to deprogram the communicator from the Central Station.

SUBSCRIBER ACKNOWLEDGEMENTS:

1. Subscriber acknowledges and hereby agrees that he is responsible for calling central station monitoring service "in" or "out" of service prior to the start and following the completion of Company testing and inspection. Fines, penalties, and/or surcharges [charges] for unwanted or excessive alarm activations will be the sole responsibility of the Subscriber. Should Company be assessed charges for work performed at a Customer's facility, these charges will be itemized and billed to the Subscriber directly.
2. Subscriber acknowledges and hereby agrees that should he refuse to repair a malfunctioning system which is being monitored by Company within 10 days, Company reserves the right to terminate this monitoring agreement due to "Subscriber neglect". All excessive signal charges will be itemized and billed to the Subscriber.
3. Subscriber acknowledges and hereby agrees that should he wish to cancel his monitoring agreement within 120 days of initial setup or annual renewal anniversary date, he shall be entitled to a 50% partial credit against the cost of annual monitoring service. After 120 days, no credit will be issued. Furthermore, no credit will be issued toward the cost of initial setup (digital communicator installation, programming, etc.).
4. Subscriber acknowledges and hereby agrees that he has read and fully understands the "Subscriber Monitoring Terms and Conditions"

SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS

1. **TERMINATION.** COMPANY MAY SUSPEND MONITORING SERVICES OR TERMINATE THIS AGREEMENT AT ANY TIME UPON MAILING WRITTEN NOTICE TO YOU FIVE (5) DAYS BEFORE THE SUSPENSION OR TERMINATION DATE. DAYS BEFORE THE SUSPENSION OR TERMINATION DATE.
2. **DISCLAIMER/LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY, YOUR EMPLOYEES AND OTHERS WHO MAY BE ON YOUR PREMISES FOR MEDICAL, DISABILITY LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR VIDEO IMAGE, OR OPERATE ANY MONITORING FACILITY.

YOU FURTHER UNDERSTAND AND AGREE THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING A CHARGE FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS CHARGE OR ANY HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.
3. **TRANSMISSION OF DATA, VIDEO OR VOICE.** YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS A NON-SUPERVISED REPORTING DEVICE. IF THE TRANSMISSION MEDIUM FOR DELIVERY OF DATA, VIDEO IMAGES OR VOICE OR OTHER AUDIO COMMUNICATIONS FROM YOUR SYSTEM TO THE MONITORING FACILITY IS INCOMPATIBLE WITH THE SYSTEM OR IS INOPERATIVE, CIRCUMVENTED, COMPROMISED OR INTERRUPTED BY NATURAL OR HUMAN CAUSES INCLUDING, WITHOUT LIMITATION, THE CUTTING OF THE TELEPHONE LINE, RADIO TRANSMISSION INTERFERENCE, POWER LINE SURGES OR OUTAGES, INTERNET OR BROADBAND PROBLEMS AND INTERNET OR BROADBAND PROVIDER PROBLEMS, THERE IS NO INDICATION OF THIS FACT AT THE MONITORING FACILITY. FURTHER, YOU UNDERSTAND THAT (I) A VIDEO SYSTEM ENABLES COMPANY TO VIEW YOUR PREMISES ("PREMISES"), AND (II) A TWO-WAY VOICE SYSTEM ENABLES COMPANY TO "LISTEN-IN" TO YOUR PREMISES. YOU AUTHORIZE AND CONSENT TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN AND RELEASE COMPANY AND REPRESENTATIVES FOR ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES DUE TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN TO YOUR PREMISES.
4. **RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION.** YOU HEREBY WAIVE ANY RIGHTS YOUR INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES WHICH ARE INSURED.
5. **INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING FACILITY, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.
6. **SUSPENSION OF SERVICE.** SHOULD THERE BE A TERMINATION OR SUSPENSION OF THE CONTRACT BETWEEN DEALER AND COMPANY, OR UPON TERMINATION OR SUSPENSION OF MONITORING SERVICES FOR ANY REASON UNDER COMPANY'S CONTRACT WITH DEALER, OR IF THE SYSTEM EXCESSIVELY SENDS VIDEO IMAGES OR SIGNALS TO COMPANY'S MONITORING FACILITY, YOU UNCONDITIONALLY AND IRREVOCABLY AUTHORIZE COMPANY TO, WITHOUT LIMITATION, CONCURRENTLY OR CONSECUTIVELY, DO ANY ONE OR MORE OF THE FOLLOWING: IGNORE ALL VIDEO IMAGES AND SIGNALS RECEIVED FROM THE SYSTEM, DISCONNECT THE SYSTEM, OR RENDER THE SYSTEM INCAPABLE OF SIGNALING LOCALLY OR COMMUNICATING WITH THE MONITORING FACILITY BY DELETION OR MODIFICATION OF DATA NECESSARY TO OPERATE THE SYSTEM AND COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU. YOU AGREE THAT COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE AND YOU RELEASE COMPANY FOR ALL LOSS, DAMAGE AND EXPENSE IN THE EVENT THE MONITORING FACILITY, EQUIPMENT, OR FACILITIES NECESSARY TO OPERATE THE SYSTEM OR MONITORING FACILITY ARE INTERRUPTED, CIRCUMVENTED, COMPROMISED, DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION (COLLECTIVELY, AN "INTERRUPTION") FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, COMPANY'S SOLE, JOINT OR SEVERAL NEGLIGENCE, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE.
7. **FALSE ALARMS.** IN THE EVENT THE SYSTEM IS ACTIVATED FOR ANY REASON WHATSOEVER, YOU SHALL PAY, WITHOUT ANY RIGHT TO BE REIMBURSED BY COMPANY, ALL FINES, FEES, COSTS, EXPENSES AND PENALTIES ASSESSED AGAINST YOU OR COMPANY BY ANY COURT OR GOVERNMENTAL AGENCY.
8. **BINDING AGREEMENT.** THIS AGREEMENT BECOMES BINDING UPON COMPANY ONLY (I) WHEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF COMPANY, WHO MUST BE A CORPORATE OFFICER IF (A) THERE ARE ANY ADDITIONS TO THE AGREEMENT, OR (B) ANY OF THE PRINTED TERMS AND CONDITIONS HAVE BEEN ALTERED, DELETED OR SUBSTITUTED BY OTHER WORDING, OR (II) UPON COMMENCEMENT OF SERVICES, PROVIDED, HOWEVER, IN SUCH EVENT CLAUSE (I) APPLIES, YOU AGREE THAT (X) ANY AND ALL MODIFICATIONS TO THIS AGREEMENT BY YOU ARE DEEMED REJECTED BY COMPANY, AND (Y) THE ONLY TERMS AND CONDITIONS APPLICABLE TO THE SERVICES PROVIDED TO OR FOR YOU ARE SET FORTH IN THIS UNMODIFIED AGREEMENT.
9. **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF NEW JERSEY.
10. **TYPE AND PLACE OF SUIT.** YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY AGREE THAT ALL CLAIMS, ACTIONS OR PROCEEDINGS ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF THIS AGREEMENT OR THE SERVICES (A "SUIT") SHALL BE LIMITED TO BREACH OF THIS AGREEMENT ONLY (ALL OTHER TYPES OF CLAIMS BEING HEREBY WAIVED AND COMPANY AND REPRESENTATIVES BEING HEREBY RELEASED) BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE DISTRICT OR COUNTY WHERE COMPANY'S MONITORING FACILITY IS LOCATED AND YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS.
11. **SERVICE OF PROCESS.** YOU AND COMPANY EACH AUTHORIZE AND CONSENT TO SERVICE OF PROCESS BY U.S. MAIL, CERTIFIED, RETURN RECEIPT REQUESTED, OR NATIONAL OVERNIGHT COURIER SERVICE (WITH CONFIRMATION OF RECEIPT).
12. **WAIVER OF TRIAL BY JURY.** YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.
13. **CONTRACTUAL LIMITATION OF ACTIONS.** ALL SUITS AGAINST COMPANY OR REPRESENTATIVES MUST BE COMMENCED IN COURT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, WITHOUT JUDICIAL EXTENSION OF TIME, OR SAID SUIT IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.
14. **ASSIGNABILITY OF AGREEMENT.** THIS AGREEMENT IS NOT ASSIGNABLE BY YOU. THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY AND, UPON ASSIGNMENT, COMPANY SHALL HAVE NO FURTHER DUTY, OBLIGATION, RESPONSIBILITY OR LIABILITY TO YOU.
15. **MONITORING SERVICE.** MONITORING SERVICE CONSISTS SOLELY OF MONITORING SERVICE PERSONNEL ("OPERATOR") COMMUNICATING ELECTRONICALLY WITH FIRST RESPONDERS OR CALLING BY TELEPHONE THE TELEPHONE NUMBERS SUPPLIED BY YOU OR DEALER IN WRITING FOR THE POLICE, SHERIFF, FIRE, MEDICAL, AMBULANCE, GUARD, PATROL AND RESPONSE SERVICES, AND OTHER GOVERNMENTAL, QUASI-GOVERNMENTAL, PRIVATE OR VOLUNTEER AGENCIES, DEPARTMENTS AND ORGANIZATIONS (COLLECTIVELY, "FIRST RESPONDERS") AND PERSONS IDENTIFIED BY YOU AS YOUR EMERGENCY CONTACTS (THE "CALL LIST") WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY AND THE PRIORITY OF THE SIGNALS WHICH ARE IDENTIFIED IN WRITING ("LISTED CODES") OR VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICES APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY OR WHEN VOICE COMMUNICATION REQUESTING ASSISTANCE IS RECEIVED BY AN OPERATOR FROM YOU OR FROM THE PREMISES (COLLECTIVELY, "MONITORING SERVICES"). NO MONITORING SERVICE SHALL BE RENDERED FOR VOICE COMMUNICATION WHICH DOES NOT REQUEST ASSISTANCE OR FOR VIDEO IMAGES WHICH DO NOT CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE. IN THE EVENT A SIGNAL IS RECEIVED AT THE MONITORING FACILITY WHICH IS NOT A LISTED CODE, YOU AGREE THAT COMPANY'S SOLE DUTY AND OBLIGATION IS FOR COMPANY TO LOG THE SIGNAL (THE "UNLISTED CODE POLICY").

SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS (Cont.)

IF THE PREMISES IS LOCATED IN A JURISDICTION REQUIRING A PERSONAL VERIFIED ON-SITE RESPONSE ("VERIFIED RESPONSE") PRIOR TO DISPATCHING A FIRST RESPONDER, IT IS YOUR SOLE RESPONSIBILITY TO ENGAGE A SERVICE TO PROVIDE SUCH VERIFIED RESPONSE. ALL FEES, COSTS AND EXPENSES IN CONNECTION WITH VERIFIED RESPONSE SHALL BE BORNE BY YOU ONLY, NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (A) UPON RECEIPT OF A LISTED CODE OR VIDEO IMAGES AND PRIOR TO COMMUNICATING ELECTRONICALLY OR BY TELEPHONE TO FIRST RESPONDERS OR THE CALL LIST, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, ATTEMPT TO TELEPHONE THE PREMISES OR ATTEMPT TO CONTACT YOU THROUGH TELEPHONE, ELECTRONIC MAIL, TEXT MESSAGE OR OTHER SIMILAR MEANS OF COMMUNICATION AT NUMBERS OR ADDRESSES PROVIDED BY YOU OR DEALER IN WRITING, AS FREQUENTLY AS COMPANY DEEMS APPROPRIATE TO VERIFY THE NECESSITY TO REPORT THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES TO FIRST RESPONDERS OR THE CALL LIST, AND (B) UPON THE RECEIPT OF AN ABORT CODE OR ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES FROM YOU OR ANY OF YOUR PERSONAL CONTACTS ON THE CALL LIST, ALL OF WHOM HAVE YOUR AUTHORITY AND CONSENT TO DIRECT COMPANY TO DISREGARD RECEIPT OF A LISTED CODE, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, REFRAIN FROM CONTACTING FIRST RESPONDERS OR THE CALL LIST OR ADVISE ANYONE PREVIOUSLY NOTIFIED OF A LISTED CODE OR VIDEO IMAGES OF RECEIPT OF AN ABORT CODE OR ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF THE LISTED CODE OR VIDEO IMAGES.

COMPANY'S EFFORTS TO NOTIFY FIRST RESPONDERS OR THE CALL LIST SHALL BE SATISFIED BY ADVICE ELECTRONICALLY OR BY TELEPHONE TO ANY PERSON ANSWERING THE TELEPHONE AT THE TELEPHONE NUMBER(S) PROVIDED TO COMPANY IN WRITING OR BY LEAVING A MESSAGE WITH A TELEPHONE ANSWERING SERVICE OR ANY MECHANICAL, ELECTRICAL, ELECTRONIC OR OTHER TECHNOLOGY PERMITTING THE RECORDATION OF VOICE OR DATA COMMUNICATIONS YOU ACKNOWLEDGE AND AGREE THAT (I) ALL SOFTWARE, HARDWARE, FIRMWARE, CODES, SIGNALS, AUDIO AND VOICE COMMUNICATIONS, VIDEO IMAGES, INFORMATION AND DOCUMENTATION ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT OR THE SERVICES (COLLECTIVELY, THE "IP PROPERTY") ARE THE SOLE AND EXCLUSIVE PROPERTY OF COMPANY AND YOU HAVE NO RIGHTS WHATSOEVER IN ANY OF THE IP PROPERTY AND (II) COMPANY SHALL HAVE THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO DESTROY, DELETE, ERASE, ETC. (COLLECTIVELY, "DESTRUCTION") THE IP PROPERTY AT ANY TIME WITHOUT NOTICE TO YOU, PROVIDED, THAT UPON YOUR WRITTEN REQUEST TO RETAIN ANY SPECIFIC IP PROPERTY BEING RECEIVED BY COMPANY PRIOR TO THE DESTRUCTION OF THE IP PROPERTY, COMPANY SHALL USE COMMERCIALY REASONABLE EFFORTS TO STORE THE SPECIFIC IP PROPERTY AS REQUESTED BY YOU ON THE CONDITION PRECEDENT THAT YOU PAY ALL FEES, COSTS AND EXPENSES RELATED TO YOUR REQUEST.

16. **SERVICE INFORMATION OBLIGATION OF SUBSCRIBER.** ONLY YOUR AGENT THE DEALER SHALL PROPERLY AND ACCURATELY COMPLETE AND DELIVER TO COMPANY IN WRITING ALL INFORMATION REQUIRED BY COMPANY TO PERFORM MONITORING SERVICES UNDER THIS AGREEMENT ("INFORMATION"). ALL INFORMATION (AND ALL ADDITIONS, MODIFICATIONS OR CHANGES) SHALL BE (I) YOUR SOLE AND ABSOLUTE RESPONSIBILITY, AND (II) IN WRITING OR ELECTRONICALLY TRANSMITTED BY DEALER TO COMPANY. ALL INFORMATION SHALL NOT BECOME AVAILABLE FOR USE UNTIL TRANSFERRED BY COMPANY TO ITS DATABASE WHICH SHALL OCCUR NOT SOONER THAN THE NEXT BUSINESS DAY AFTER RECEIPT OF THE INFORMATION AT THE MONITORING FACILITY. NO ORAL COMMUNICATION SHALL BE BINDING ON COMPANY. NOTWITHSTANDING THE FOREGOING, IN THE EVENT COMPANY PROVIDES OR AGREES TO PROVIDE ANY OF THE INFORMATION, SUBSCRIBER HEREBY RELEASES COMPANY FOR ANY AND ALL ACTS, ERRORS OR OMISSIONS OF COMPANY, INCLUDING COMPANY'S ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE ARISING OUT OF OR FROM OR RELATED TO COMPANY PROVIDING, FAILING TO PROVIDE OR AGREEING TO PROVIDE ANY INFORMATION.
17. **INTEGRATED AGREEMENT.** THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT.
18. **VALID AGREEMENT.** SHOULD ANY PROVISION HEREOF (OR PORTION THEREOF), OR ITS APPLICATION TO ANY CIRCUMSTANCES, BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT, THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING. UPON DETERMINATION THAT ANY PROVISION OR PORTION THEREOF IS INVALID, ILLEGAL OR UNENFORCEABLE, THE COURT OR OTHER DISPUTE RESOLUTION FORUM SHALL MODIFY THE PROVISION OR PORTION THEREOF SO AS TO EFFECT THE ORIGINAL INTENT OF THE PARTIES AS CLOSELY AS POSSIBLE SO THAT SUCH PROVISION OR PORTION THEREOF IS VALID, LEGAL AND ENFORCEABLE.
19. **MODIFICATIONS.** ALL CHANGES OR AMENDMENTS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY YOU AND COMPANY TO BE BINDING.
20. **RIGHT TO SUBCONTRACT.** COMPANY MAY, IN ITS SOLE ABSOLUTE DISCRETION, SUBCONTRACT FOR THE PROVISION OF SERVICES UNDER THIS AGREEMENT. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY COMPANY TO PROVIDE ANY MONITORING SERVICE TO YOU, AND BIND YOU TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO COMPANY.
21. **CONSENT TO INTERCEPT, RECORD, DISCLOSE AND USE CONTENTS OF COMMUNICATIONS.** YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR FAMILY, GUESTS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES (INDIVIDUALLY AND COLLECTIVELY, "ANY PERSON"), HEREBY CONSENT TO COMPANY INTERCEPTING, RECORDING, RETRIEVING, REVIEWING, COPYING, DISCLOSING AND USING THE CONTENTS OF ALL TELEPHONE, VIDEO, WIRE, ORAL, ELECTRONIC, INTERNET, BROADBAND AND OTHER FORMS OF TRANSMISSION OR COMMUNICATION TO WHICH COMPANY AND YOU OR ANY PERSON ARE PARTIES.
22. **MEDICAL EMERGENCY SIGNAL.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.
23. **SUBSCRIBER AS SURETY.** YOU AGREE TO BE A SURETY FOR THE OBLIGATIONS OF DEALER TO COMPANY INCLUDING, WITHOUT LIMITATION, ALL CHARGES FOR SERVICES RENDERED OR TO BE RENDERED BY COMPANY TO YOU, UPON WRITTEN NOTICE TO YOU THAT DEALER IS IN DEFAULT OR BREACH OF ITS AGREEMENT WITH COMPANY.
24. **SUBSCRIBER OBLIGATIONS.** IF THE BUSINESS RELATIONSHIP BETWEEN YOU AND DEALER TERMINATES, OR IF YOU SELL OR NO LONGER OCCUPY THE ENTIRE PREMISES, YOU SHALL IMMEDIATELY (I) NOTIFY COMPANY IN WRITING, AND (II) DEPROGRAM THE SYSTEM SO THAT THE SYSTEM WILL NOT COMMUNICATE WITH THE MONITORING FACILITY.
25. **PARAGRAPH HEADINGS.** THE PARAGRAPH TITLES USED HEREIN ARE FOR CONVENIENCE OF THE PARTIES ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING THE PROVISIONS OF THIS AGREEMENT.
26. **COMPANY AS SUBCONTRACTOR.** YOU UNDERSTAND AND AGREE THAT (I) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OF DEALER AND NOT A PARTNER OR JOINT VENTURE WITH DEALER AND (II) COMPANY SHALL NOT BE LIABLE TO YOU, DIRECTLY OR INDIRECTLY, FOR ANY LIABILITY OF DEALER RIGHT TO NOTICE AND CURE. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, YOU AGREE TO PROVIDE WRITTEN NOTICE TO COMPANY SPECIFICALLY IDENTIFYING THE NATURE OF THE BREACH AND THE PROVISIONS OF THIS AGREEMENT AFFECTED THEREBY, AND TO PERMIT COMPANY TO CURE THE BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OR, IF THE BREACH CANNOT BE REASONABLY CURED WITHIN SAID PERIOD, TO PROMPTLY COMMENCE TO CURE AND DILIGENTLY PROCEED UNTIL CURED. IF COMPANY CURES ANY SAID BREACH AS PROVIDED HEREIN, THIS AGREEMENT SHALL CONTINUE UNABATED AND COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM, RESULTING FROM, RELATED TO, IN CONNECTION WITH OR AS A CONSEQUENCE OF ANY SAID BREACH.
27. **DEALER AS AGENT; REVOCATION; RATIFICATION; RETROACTIVE DATE.** YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF DONE BY YOU IN YOUR OWN RIGHT CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR FROM IN CONNECTION WITH OR RELATED TO THE PERFORMANCE OF MONITORING SERVICES. THE AUTHORITY GRANTED TO DEALER UNDER THIS SECTION SHALL CONTINUE TO BE BINDING UPON YOU UNTIL REVOCATION IN WRITING, SIGNED BY YOU, SHALL HAVE BEEN ACTUALLY RECEIVED BY COMPANY; AND NO SUCH NOTICE SHALL AFFECT ANYTHING DONE BY COMPANY IN RELIANCE HEREON OR PURSUANT HERETO PRIOR TO ACTUAL RECEIPT OF SAID WRITTEN AND SIGNED NOTICE OF REVOCATION. YOU HEREBY RATIFY AND CONFIRM ALL PRIOR AND CONTEMPORANEOUS ACTS OF DEALER IN ACCORDANCE WITH THIS SECTION WHICH YOU ACKNOWLEDGE AND AGREE SHALL BE AND IS DEEMED TO BE RETROACTIVE TO THE INITIAL DATE COMPANY PERFORMED ANY SERVICES FOR YOU OR ON YOUR BEHALF AS A SUBCONTRACTOR OR DEALER.
28. **INTERNET SERVICES.** COMPANY HEREBY GRANTS TO YOU A NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO ACCESS COMPANY'S PORTAL VIA THE INTERNET TO INPUT, DELETE AND MODIFY INFORMATION THROUGH THE INTERNET. EXCEPT FOR YOU (A) FAILURE TO KEEP CONFIDENTIAL ALL INFORMATION, PASSWORDS, ETC., (B) USE OF THE LICENSE OR THE INFORMATION IN ANY MANNER THAT NEGATIVELY AFFECTS COMPANY, (C) USE OF THE LICENSE OR THE INFORMATION FOR ANY ILLEGAL PURPOSE, OR (D) VIOLATION OF ANY APPLICABLE LAW, THIS LICENSE SHALL CONTINUE AND BE COEXTENSIVE WITH THE TERM OF THIS AGREEMENT. YOU SHALL BE SOLELY AND ABSOLUTELY RESPONSIBLE FOR THE INFORMATION WHICH YOU OR DEALER INPUTS, DELETES OR MODIFIES. YOU AGREE THAT UPON TERMINATION OF THIS AGREEMENT OR TERMINATION OR SUSPENSION OF THE LICENSE BY COMPANY, COMPANY MAY IMMEDIATELY, AND WITHOUT NOTICE, DISABLE YOUR ACCESS TO COMPANY'S PORTAL AND CANCEL ALL PASSWORDS OR OTHER ACCESS CODES.

SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS (Cont.)

30. EXECUTION IN COUNTERPARTS AND BY FACSIMILE OR ELECTRONIC MAIL. THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ANY ONE OF WHICH NEED NOT CONTAIN THE SIGNATURE OF MORE THAN ONE PARTY, BUT ALL OF WHICH SHALL TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENTS. THE PARTIES AGREE THAT THIS AGREEMENT AND THE SIGNATURES AFFIXED HERETO MAY BE TRANSMITTED AND DELIVERED BY FACSIMILE AND ELECTRONIC MAIL (SCANNED COPY DELIVERED IN PDF VERSION) ("ELECTRONIC MAIL") AND THAT ALL SUCH SIGNATURES AND THE AGREEMENT TRANSMITTED OR DELIVERED BY FACSIMILE OR ELECTRONIC MAIL SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS THE ORIGINAL AGREEMENT AND ORIGINAL SIGNATURES.
31. STORAGE OF AGREEMENT AND INFORMATION. YOU AUTHORIZE COMPANY TO SCAN, IMAGE OR OTHERWISE CONVERT, STORE OR RETAIN THIS AGREEMENT AND ALL INFORMATION AND OTHER WRITTEN MATERIALS IN AN ELECTRONIC FORMAT OF ANY NATURE AND, IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY, TO DESTROY ALL WRITTEN DOCUMENTS OR MATERIALS WHICH HAVE BEEN SO CONVERTED. YOU AGREE THAT AN ELECTRONICALLY PRODUCED COPY OF THIS AGREEMENT AND ALL OTHER WRITTEN DOCUMENTS AND MATERIALS SO CONVERTED IS LEGALLY EQUIVALENT TO THE ORIGINAL FOR ANY AND ALL PURPOSES, INCLUDING LITIGATION.
32. VIDEO SYSTEMS. IF THE SYSTEM TRANSMITS VIDEO IMAGES, YOU SHALL (I) PROVIDE AND MAINTAIN ADEQUATE POWER AND LIGHTING FOR ALL CAMERAS OR OTHER VIDEO RELATED EQUIPMENT; (II) INFORM ALL PERSONS ON THE PREMISES THAT MAY BE MONITORED BY VIDEO; (III) NOT USE OR PERMIT THE USE OF VIDEO INSTALLED WHERE ANY PERSON MAY HAVE A REASONABLE EXPECTATION OF PRIVACY; (IV) USE BROADBAND CONNECTIVITY EXCLUSIVELY TO TRANSMIT VIDEO IMAGES FROM THE SYSTEM; (V) USE THE VIDEO SYSTEM FOR SECURITY SURVEILLANCE AND MANAGEMENT SERVICES ONLY; (VI) NOT USE THE VIDEO SYSTEM FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE UNLAWFUL ACTIVITY; AND (VII) OBTAIN AND KEEP IN EFFECT ALL PERMITS OR LICENSES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE VIDEO SYSTEM. YOU UNDERSTAND AND AGREE THAT (I) A VIDEO SYSTEM ENABLES COMPANY TO RECORD, STORE AND REVIEW IMAGES OF THE INTERIOR OF THE PREMISES AND THE AREA OUTSIDE OF THE PREMISES, AND (II) VIDEO WITH AUDIO CAPABILITY ENABLES COMPANY TO RECORD, STORE AND REVIEW ORAL COMMUNICATIONS FROM IN AND OUTSIDE OF THE PREMISES. YOU HEREBY AGREE, AUTHORIZE AND CONSENT TO COMPANY RECORDING, STORING AND REVIEWING VIDEO IMAGES AND ORAL COMMUNICATIONS TRANSMITTED FROM THE VIDEO SYSTEM AT THE PREMISES.

MONITORING SERVICE IN CONNECTION WITH THE RECEIPT OF VIDEO IMAGES AT COMPANY'S MONITORING FACILITY CONSISTS SOLELY OF OPERATOR COMMUNICATING ELECTRONICALLY OR CALLING BY TELEPHONE THE PROPER AUTHORITIES WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY (INCLUDING, WITHOUT LIMITATION, THE PRIORITY OF ALL SIGNALS AND VIDEO IMAGES RECEIVED BY THE MONITORING FACILITY) AFTER VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY; PROVIDED, THAT THE OPERATOR SHALL NOT BE REQUIRED TO VIEW THE VIDEO IMAGES MORE THAN ONE TIME AS THE VIDEO IMAGES APPEAR ON THE OPERATOR'S COMPUTER SCREEN.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, COMPANY'S OBLIGATION TO PERFORM MONITORING SERVICE IN CONNECTION WITH ANY LISTED CODE RECEIVED FROM ANY INTRUSION DETECTION SYSTEM AT THE PREMISES IS CONDITIONED ON (I) RECEIPT OF VIDEO IMAGES FROM THE VIDEO SYSTEM RELATED TO THE LISTED CODE, AND (II) OPERATOR'S DETERMINATION, PURSUANT TO THIS SECTION, OF WHETHER TO COMMUNICATE ELECTRONICALLY OR CALL BY TELEPHONE FIRST RESPONDERS OR THE CALL LIST.

33. EMAIL NOTICE. IN THE EVENT YOU ELECT TO RECEIVE AUTOMATIC EMAIL NOTICE OF CERTAIN SYSTEM EVENTS, E.G., THE ARMING OR DISARMING OF THE SYSTEM, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT (I) ANY SUCH NOTICE IS CONDITIONED ON (A) RECEIPT OF THE DATA AT COMPANY'S CENTRAL STATION, (B) THE PROPER OPERATION OF COMMUNICATION EQUIPMENT, SERVICES, SYSTEMS AND NETWORKS INCLUDING, WITHOUT LIMITATION, THE INTERNET, AND (C) ANY FAILURE, MALFUNCTION OR DELAY IN PROCESSING OR TRANSMITTING THE DATA BY COMPANY'S EQUIPMENT OR SOFTWARE, AND (II) COMPANY IS HEREBY RELEASED FROM ANY LIABILITY ARISING OUT OF OR FROM, RESULTING FROM OR IN CONNECTION WITH THE FAILURE, MALFUNCTION OR DELAY OF ANY SUCH NOTICE FOR ANY REASON, INCLUDING COMPANY'S OR REPRESENTATIVE'S SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE.
34. CONSENT TO CALL SUBSCRIBER AND CALL LIST. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF EACH PERSON ON YOUR CALL LIST FROM TIME-TO-TIME, CONSENT TO COMPANY CALLING EACH SUCH PERSON'S CELL PHONE OR OTHER MOBILE DEVICE.

END OF SECTION

Contractor's Application For Payment No. 12

Application Period: March 2021	Application Date: 3/26/21
To (Owner): East Stroudsburg Area S.D.	Via (Engineer): D'Huy Engineering Inc.
Project: H.S. North & Lehman I.S. Roof Repl.	Engineer's Project No.: 287010
Owner's Contract No.: _____	Contractor's Project No.: _____

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	Additions	Deductions
Number		
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$ 7,008,635.00
2. Net change by Change Orders	\$ 0.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 7,008,635.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ 6,868,535.00
5. RETAINAGE:	
a. _____ % x \$ _____ Work Completed	\$ _____
b. _____ % x \$ _____ Stored Material	\$ _____
c. Total Retainage (Line 5a + Line 5b)	\$ 20,000.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 6,848,535.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 6,688,046.62
8. AMOUNT DUE THIS APPLICATION	\$ 160,488.38
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$ 160,100.00

CONTRACTOR'S CERTIFICATION
 The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 160,488.38
 (Line 8 or other - attach explanation of other amount)

is recommended by: Joshua Grice
 (Engineer) 3/26/21 (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
 Funding Agency (if applicable) _____ (Date)

By: **Mary Pellechio** Date: **3/26/21**

Progress Estimate

Contractor's Application

For (contract):		H.S. North & Lehman I.S. Roof Replacement		Application Number: 12									
Application Period:		March 2021		Application Date: 3/26/21									
A		B		C		D		E		F		G	
Specification Section No.	Description	Scheduled Value	Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)					
			From Previous Application (C + D)	This Period									
1	BONDS	82,000	82,000	0		82,000	100						
2	PHASE 1												
3	MOBILIZATION	50,000	50,000	0		50,000	100						
4	EQUIPMENT	110,000	110,000	0		110,000	100						
5	ROOF VACUUM	36,000	36,000	0		36,000	100						
6	ROOF DEMO	160,000	160,000	0		160,000	100						
7	ROOFING - MATERIALS	2,219,105	2,219,105	0		2,219,105	100						
8	ROOFING - LABOR	517,000	517,000	0		517,000	100						
9	SHEET METAL - MATERIALS	551,640	551,640	0		551,640	100						
10	SHEET METAL - LABOR	129,000	129,000	0		129,000	100						
11	MASONRY - THRU WALL	225,540	225,540	0		225,540	100						
12	PLUMBING - DRAINS	106,500	106,500	0		106,500	100						
13	PUNCH LIST	5,000	5,000	0		5,000	100						
14	PHASE 2												
15	MOBILIZATION	45,000	45,000	0		45,000	100						
16	EQUIPMENT	75,000	75,000	0		75,000	100						
17	ROOF VACUUM	25,000	25,000	0		25,000	100						
18	ROOF DEMO	105,000	105,000	0		105,000	100						
Totals		4,441,785	4,441,785			4,441,785		4,441,785					

Progress Estimate

Contractor's Application

For (contract):		H.S. North & Lehman I.S. Roof Replacement		Application Number: 12													
Application Period:		March 2021		Application Date: 3/26/21													
Specification Section No.	Description	A		B		C		D		E	F	G					
		Item		Scheduled Value		From Previous Application (C + D)		This Period					Materials Presently Stored (not in C or D)		Total Completed and Stored to Date (C + D + E)		% (F) B
19	ROOFING - MATERIALS		1,225,555		1,225,555		0					100	0				
20	ROOFING - LABOR		321,800		321,800		0					100	0				
21	SHEET METAL - MATERIAL		364,080		364,080		0					100	0				
22	SHEET METAL - LABOR		80,000		80,000		0					100	0				
23	MASONRY - THRU WALL		196,000		196,000		0					100	0				
24	PLUMBING - DRAINS		56,000		56,000		0					100	0				
25	PUNCH LIST		5,000		5,000		0					100	0				
26	CLOSEOUTS		10,000		10,000		0					100	0				
27	ALLOWANCES		308,415		159,315		9,000					55	140,100				
		Totals			7,008,635		6,859,535		9,000				6,868,535			140,100	
																	140,100



COSTARS PROPOSAL

SPORTS CONSTRUCTION DIVISION
Athletic Surfaces & Equipment

TO: **SCOTT IHLES- DIRECTOR OF FACILITIES E.S.A.S.D.**

FROM: **BILL MILLER**

JOB: **BUSHKILL E.S.- GYM & STAGE FLOOR SAND & REFINISH**

DATE: **JANUARY 4, 2021**

Scott: I have prepared a proposal for the sanding of the gym and stage floors at Bushkill Elementary School in the East Stroudsburg Area School District. We propose to supply all materials, labor, and equipment necessary to complete the work as further specified.

COSTARS #008-445 MAINTENANCE, REPAIR & OPERATIONS

COSTARS is the Commonwealth of Pennsylvania's cooperative purchasing program and serves as a conduit through which registered and eligible local public procurement units (LPPUs) and state-affiliated entities (Members) can leverage contracts established by DGS to cost effectively and efficiently identify suppliers with whom to do business.

DGS Contact: Kathy Lewis

Tel: (717) 346-4056

Email: katgarman@pa.gov

GYM FLOOR SAND & REFINISH: Sand the gymnasium floor with four cuts of sandpaper down to bare wood. Vacuum and tack the floor free of dust. Apply a five (5) coat Bona Super-Sport HD finish system. Paint the game lines to match the existing layout and add a small logo in the center circle:.....**\$14,840.00**

STAGE / STEPS SAND & REFINISH: Sand the stage floor and stairs to bare wood with four cuts of sandpaper down to bare wood. Vacuum and tack the floor free of dust. Apply a four (4) coat stage finish system:.....**\$4,150.00**

MISCELLANEOUS: Install a 3' x 8' sheet of rubber in the door opening for protection. Install 68 L' of new aluminum threshold:.....**\$2,460.00**

Total: \$21,450.00

Schedule: Approximately three (3) weeks construction schedule.

Clarifications: The owner is responsible for; proper electric or generator to run our equipment (approximate \$1,400 cost if needed), use of rest rooms and 24/7 access. Add 2% to price for a bond.

Exclusions: New equipment, fascia & skirt board work, bonds, permits, prevailing wage rates, permit fees and taxes.

Terms: Net 30- 2% per month late fees- NO retainage held. Applicable charges for credit card payments.

Acceptance: The above terms, pricing, specs and conditions are satisfactory and hereby approved. Payments will be made as outlined above.

Authorized Signature: _____

East Stroudsburg S.D.

Date

Authorized Signature: Wm. H. Miller , _____

January 4, 2021

Bill Miller

Date

To process this order please sign and fax to (610) 626-3000 or email to carol@millerflooring.com



Corporate Office
827 Lincoln Avenue Suite 15
West Chester, PA 19380
Tel: 610.626.1000 Fax: 610.626.3000

Virginia Office
5715 South Laburnum Avenue
Richmond, VA 23231
Tel: 804.405.4884 Fax: 610.626.3000

FACILITIES DEPARTMENT SUMMARY MARCH 2021

- **M.S.E. ROOF** - Maintenance power washed and applied sealant to the rooftop HVAC units. Garland Roofing Co. was on site for further roof repairs.(Warranty)
- **SMITHFIELD ROOF** - Tremco Roofing Co. on site for additional roof repairs. (Warranty)
- **H.S.N ROOF** - Tremco Roofing Co. on site for additional roof repairs. (Warranty)
- **PROJECT(S) PRE-BID MEETINGS** - The District/D'Huy Engineering held on-site pre-bid meetings.
- **PROJECTS(S) BID OPENINGS** - Virtual Bid openings; 3/30-3/31
- **H.S.N. GIRLS LOCKER ROOM** - Maintenance constructed an additional 4 person changing area.



East Stroudsburg Area School District
Carl T. Secor Administration Center
50 Vine Street
East Stroudsburg, PA 18301
Phone: (570) 424-8500 Fax (570) 421-4968
www.esasd.net

Daryle Miller
Grounds Supervisor

Dr. William R. Riker, Superintendent

Dr. William Vitulli, Assistant
Superintendent for Districts Programs

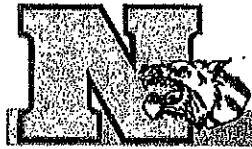
Mr. Brian Baddick, Assistant
Superintendent for Pupils Services

Mr. Thomas J. McIntyre, Chief Finance
Officer

Mr. Eric Forsyth, Director of
Administrative Services

GROUNDS March

- We are still running a 2 man 2nd shift paint crew. This will be ending on 3/29
- The rest of the crew is outside preparing and working on all spring sports fields
- We have started spring cleanup and working in our planting beds, edging, removing debris and prepping for mulch.
- We are measuring for material to begin pothole repair as well



**East Stroudsburg Area
School District**

Creating the Future!



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East Stroudsburg, PA 18301
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www.esasd.net

Dr. William Vitulli
Assistant Superintendent for District
Programs

Mr. Brian D. Baddick,
Assistant Superintendent for Pupil Services

Mr. Robert Romagno
Supervisor of Environmental Services

Property and Facilities Committee Meeting
April 2021
Environmental Services

- Daily cleaning
- Power Washing exterior of buildings on Wednesdays (weather permitting).
- I met with Miller Sports construction regarding the Tennis Courts at the North Campus on Thursday, 3/25. I have not yet received their findings.
- In house servicing of floor equipment in preparation for summer cleaning.

Attachment VII.E.1

ESASD BUDGETED CAPITAL PLAN UPDATED 03/03/2021 Capital Fund Beginning Balance, July 1, 2019

\$29,175,162.00

BOARD APPROVED CAPITAL PROJECTS IN PROGRESS	2021-2022	2022-2023	2023-2024	2024-2025	TOTAL
HSN/LIS Roofing					\$7,008,635
Lehman Gym Floor, Power Vent Air Flow					\$153,490
HSN Gym Floor, Power Vent Air Flow & Ductible					\$15,880
North/Lehman Lighting Upgrades					\$120,900
JTL Pod HVAC				\$0	\$31,969
Subtotal:	\$0	\$0	\$0	\$0	\$7,330,874

COMMITTEE REVIEWED CAPITAL PROJECTS	2021-2022	2022-2023	2023-2024	2024-2025	TOTAL
HSS Swimming Pool Repairs		\$225,000			\$225,000
JTL Auditorium Refurbishment	\$839,701	\$839,701	\$839,701	\$839,701	\$3,358,804
North Campus Paving		\$1,853,495			\$1,853,495
HSS Field House Repairs/Upgrades					\$42,000
JTL Replace Exterior Dust Collector	\$80,000				\$80,000
JTL New Cinder Track & Curb	\$1,000,000				\$1,000,000
Bushkill HVAC Upgrades-Pneumatics/Boilers/Chiller	\$192,500	\$192,500			\$385,000
Resica Paving Mill/Overlay Repairs		\$68,250			\$68,250
HSS Gymnasium Lighting Upgrades		\$400,000			\$400,000
HSS Stadium Turf Replacement					
Smithfield Lighting Upgrades		\$93,200			\$93,200
Cafeteria/Gym/Auditorium/Lobby/Library		\$50,000			\$50,000
MSE Lighting Upgrades Lobby/Gym					
HSS Interior Lighting Upgrades, Classrooms, Hallways, Library, Cafe		\$500,665			\$500,665
Middle-Smithfield Snow Guards	\$12,000				\$12,000
Lehman Ext. Doors/Cafe Windows					\$30,000
HSN Ext. Doors/Cafe Windows			\$25,000		\$25,000
ESE PA System			\$65,000		\$65,000
HSS PA System					
Middle Smithfield Filtration System					
Resica Filtration System					

Bushkill Carpet Replacement									
Lehman Carpet Replacement									
JM Hill Replace Gym Fiberboard Ceiling				\$25,000					\$25,000
Subtotal:	\$7,124,201		\$4,247,811		\$929,701			\$839,701	\$8,248,414
Grand Totals:	\$2,124,201		\$4,247,811		\$929,701.00			\$839,701.00	\$15,579,288.00
COMPLETED CAPITAL PROJECTS									
HSS Stage Floor Replacement									TOTAL
JTL Stage Floor Replacement									\$58,680
HSS Batting Cages									\$36,400
Camera System Upgrades (ESE)									\$23,650
Camera System Upgrades(North Campus)									\$133,945
SML PA System Replacement									\$767,537
Resica Exterior Door									\$23,590
HSS Exterior Stadium Doors									\$6,245
HSS Javelin Runway Resurfacing									\$13,940
HSN Wrestling Room (Wall Pads, Mats & Install)									\$18,000
Camera System Upgrades(South Campus)									\$23,599
Resica Gutters & Downspouts									\$675,406
Resica Shingle Roof Replacement&Flat Rubber Roof									\$30,000
Resica Carpet Replacement									\$667,715
JTL Carpet Replacement									\$303,780
ATC Replacement HSN/LIS									\$535,800
JM Hill Handwash Sinks Cafeteria									\$2,838,638
Smithfield Playground									\$7,785
HSN Water Heater									\$30,000
Subtotal:	\$0		\$0		\$0			\$0	\$6,461,710
Capital Fund Balance as of July 1, 2019									
Expended, Budgeted and Reviewed Capital Projects									
Balance									