

EAST STROUDSBURG AREA SCHOOL DISTRICT

No. 210.2

SECTION: PUPILS

TITLE: FOOD ALLERGIES

ADOPTED: July 21, 2008

REVISED: April 19, 2021

210.2. FOOD ALLERGIES	
1. Authority	<p>Any student having, a food allergy, who is enrolled or enrolling in a District School will be required to have a Food Allergy Action Plan completed by his/her physician/parent/guardian and placed on file in the school nurse's office.</p> <p>A list of all food allergies and food intolerances will be compiled by the school nurse for each building at the beginning of each school year, and update as needed. Lists will be distributed to each building principal and staff in each building.</p>
2. Definitions	<p>Food allergy – An allergic reaction that occurs when the immune system responds defensively to a specific food protein when ingested.</p> <p>Food intolerance - an adverse reaction to food that does not involve the immune system and therefore differs from a food allergy.</p>
3. Guidelines	<p>Foods brought into the school by parents/guardians/students, during school hours, to be shared among students, must follow district guidelines, must be purchased in stores, pre-packaged in sealed, single serving sizes and must contain a complete list of ingredients on the package.</p> <p>All staff members, including food service personnel, custodians and school bus drivers, will have training including symptom awareness and what to do if a reaction occurs.</p> <p>A “no eating” policy will be followed on all buses.</p> <p>Each building shall follow guidelines set up for students with food allergies or food intolerance in conjunction with the nutritional guidelines of the dietary department.</p> <p style="text-align: center;">EAST STROUDSBURG SCHOOL DISTRICT ELEMENTARY SCHOOLS GUIDELINES FOR FOOD ALLERGY PROGRAM</p> <p><u>Guidelines For School Staff</u></p> <ol style="list-style-type: none"> 1. Parents/Guardians of food allergy students will complete a Food Allergy Action Plan with their physician and will provide evidence thereof to be maintained in the student's school records. 2. Classroom staff will be informed of any students within their class that have a food Allergy or food intolerance.

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3. Confidentiality will be maintained at all times.
4. Classroom staff will be knowledgeable of the student allergy or food intolerance, be able to recognize symptoms, and know what to do in an emergency.
5. Encourage parents/guardians to help organize class parties and other special events.
6. A suggested snack list will be sent home to each elementary parent/guardian, with the emphasis that this is just a suggestion and that labels still need to be read for any ingredients that need to be avoided.
7. Avoid cross contamination. Be sure students wash their hands with soap and water after eating.
8. The "no trading" of food in the cafeteria policy will be enforced.
9. Work with the food allergy or food intolerant student to not accept food from anyone, except a staff member.
10. Review lesson plans that involve food, making sure supplies are non-allergenic.
11. Keep information about each food-allergic or food-intolerant student, including the student's name, in your class roster so that substitute teachers will be aware.
12. Review plans for field trips and plan ahead how to handle eating situations.
13. The school nurse will work with classroom teachers to plan for field trips, instructing the teacher on emergency medication.

Student Responsibility

1. Students will not trade food with others.
2. Students should not eat anything with unknown ingredients or known to contain any allergen.
3. Students should be proactive in the care and management of their food allergies or intolerances and reactions.
4. Students should notify an adult immediately if they eat something they believe may contain the food to which they are allergic.

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Parent/Guardian Responsibility

1. Parents/Guardians will inform the school of any food allergy or intolerance.
2. Parents/Guardians will have a physician complete a Food Allergy Action Plan before the start of school or upon enrollment.
3. Parents/Guardians will provide the school with any medication needed for the treatment of an allergic reaction.
4. Parents/Guardians will inform the school of any changes in allergy or medications.

**EAST STROUDSBURG SCHOOL DISTRICT MIDDLE/HIGH SCHOOL
GUIDELINES FOR FOOD ALLERGY PROGRAM**

Guidelines for School Staff

1. Parents/Guardians of food allergy or food intolerance students will complete a Food Allergy Action Plan with their physician for school records.
2. Classroom staff will be informed of any students within their class that have a food allergy or intolerance.
3. Confidentiality will be maintained at all times.
4. Staff will be knowledgeable of food allergies or intolerances, be able to recognize symptoms, and know what to do in an emergency.
5. Review lesson plans that involve food, making sure supplies are non-allergenic to students within the class.
6. Food used in lesson plans may need to be substituted according to the food allergy list for students within the class.
7. To avoid cross contamination, hand washing must be completed before and after food handling.
8. Keep information about each food-allergic or intolerant student, including the student's name, in your substitute folder so substitute teachers will be aware.
9. Review plans for field trips and plan ahead how to handle eating situations.
10. The school nurse will need to be informed of field trips to plan for emergency medication for students with food allergies.

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Student Responsibility

- I. Students will not trade food with others.
2. Students should not eat anything with unknown ingredients or know to contain any allergen.
3. Students should be proactive in the care and management of their food allergies or intolerances and reactions.
4. Students should notify an adult immediately if they eat something they believe may contain the food to which they are allergic.

Parent/Guardian Responsibility

1. Parents/Guardians will inform the school of any food allergy or intolerance.
2. Parents/Guardians will have a physician complete a Food Allergy Action Plan before the start of school or upon enrollment.
3. Parents/Guardians will provide the school with any medication needed for the treatment of an allergic reaction.
4. Parents/Guardians will inform the school of any changes in allergy or medications.

EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: EMPLOYEES

TITLE: EMPLOYMENT OF
ADMINISTRATORS

ADOPTED: August 19, 2002

REVISED: September 17, 2007

June 15, 2015

April 19, 2021

303. EMPLOYMENT OF ADMINISTRATORS	
1. Purpose	The Board places substantial responsibility and authority for the effective management of the schools with district administrators.
2. Authority SC 508, 1106, 1142 Title 22 Sec. 4.4	The Board shall, by a majority vote of all members, approve the employment, set the compensation and establish the term of employment for each administrator employed by this district.
3. Guidelines	<p>For purposes of the 300 section of Board policy, administrative positions shall be deemed to be: Chief Financial Officer, Assistant Financial Officer, Directors, Assistant Directors, Principals, Assistant Principals, Supervisors (excluding First Level Supervisors), Coordinators, and Director of School Police/School Safety Coordinator.</p> <p>Approval shall normally be given to the candidates for employment recommended by the Superintendent.</p> <p>When any recommended candidate has been rejected by the Board, the Superintendent or designee shall repost the position and the rejected candidate will be notified in writing.</p> <p>Any employee's willful misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.</p> <p><u>Pre-Employment Requirements</u></p>
SC 111.1	The district shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The district may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.

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<p>SC 111 23 Pa. C.S.A. 6344</p>	<p>No candidate shall be employed until such candidate has complied with the mandatory background check requirements for criminal history, child abuse and FBI fingerprints and the district has evaluated the results of that screening process.</p>
<p>SC 111, 111.1</p>	<p>Each candidate shall report, on the designated form, arrests and convictions as specified on the form. Candidates shall likewise report arrests and convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.</p>
<p>SC 1109 Title 22 Sec. 49.111, 49.121</p>	<p>No candidate for employment as an administrator shall receive recommendation for employment without evidence of his/her certification, if such certification is required.</p>
<p>4. Delegation of Responsibility 20 U.S.C. Sec. 1681 et seq 42 U.S.C. Sec. 2000e et seq Pol. 104</p>	<p>The Superintendent or designee shall develop procedures for the recruitment, screening, and recommendation of candidates for employment as administrators. The Superintendent or designee shall recruit and recommend applicants in accordance with Board policy and state and federal laws and regulations.</p> <p>The Superintendent or designee shall seek candidates of good moral character who possess the following attributes: successful educational training and experience, scholarship and intellectual prowess, appreciation of children, and emotional and mental maturity and stability.</p> <p>The Superintendent or designee shall, in the conduct of recruiting activities, give special consideration to candidates from this district, or state or surrounding states.</p> <p>Staff vacancies that represent opportunities for professional advancement or diversification shall be made known to district personnel so they may apply for such positions.</p>
<p>42 U.S.C. Sec. 12101 et seq</p>	<p>The Superintendent or designee may apply necessary screening procedures to determine the candidate's ability to perform the tasks of the job for which the candidate is being considered.</p> <p>The Superintendent or designee shall seek such recommendations from former employers and others in assessing the candidate's qualifications. Recommendations and references shall be retained confidentially and for official use only.</p>
<p>SC 1109, 1201 Title 22 Sec. 49.1 et seq</p>	<p>Each certificated administrative employee employed by the district shall be responsible for maintaining a valid certificate when such certificate is required by law.</p>

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References:

School Code – 24 P.S. Sec. 111, 111.1, 508, 1106, 1109, 1142

State Board of Education Regulations – 22 PA Code Sec. 4.4,8.1 et seq., 49.111, 49.121

Educator Discipline Act – 24 P.S. Sec. 2070.2

Criminal History Record Information Act – 18 Pa. C.S.A. Sec. 9125

Child Protective Services Law – 23 Pa. C.S.A. Sec. 6301 et seq.

Federal Anti-Discrimination Laws – 20 U.S.C. Sec. 1681 et seq. (Title IX),
42 U.S.C. Sec. 2000e et seq. (Title VII)

Americans With disabilities Act – 42 U.S.C. Sec. 12101 et seq.

Board Policy - 104

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EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: EMPLOYEES
 TITLE: EMPLOYMENT OF PROFESSIONAL EMPLOYEES
 ADOPTED: August 19, 2002
 REVISED: March 15, 2004
 November 19, 2007
 June 15, 2015
 April 19, 2021

304. EMPLOYMENT OF PROFESSIONAL EMPLOYEES	
<p>1. Purpose Title 22 Sec. 4.4</p>	<p>The Board places substantial responsibility for the educational program and effective operation of the schools with the professional staff employed by the school district.</p>
<p>2. Authority SC 508, 1106, 1142, 1146 SC 1111</p>	<p>The Board, by a majority vote of all members, shall approve the employment; set the compensation; and establish the term of employment for each professional staff member employed by the school district.</p> <p>No teacher shall be employed who is related to any member of the Board, as defined in statute, unless such teacher receives the affirmative vote of a majority of all members of the Board other than the member related to the applicant, who shall not vote.</p>
<p>3. Guidelines SC 1204.1</p>	<p>Approval shall normally be given to the candidates for employment recommended by the Superintendent or designee. When any recommended candidate has been rejected by the Board, the Superintendent or designee shall repost the position and the rejected candidate will be notified in writing.</p> <p>The school district shall use the Standard Application For Teaching Positions but may establish and implement other application requirements.</p>
<p>SC 111.1</p>	<p><u>Pre-Employment Requirements</u></p> <p>The district shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The district may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.</p>
<p>SC 111 23 Pa. C.S.A. 6344</p>	<p>No candidate shall be employed until such candidate has complied with the mandatory background check requirements for criminal history, child abuse, FBI Criminal History Check and the school district has evaluated the results of that</p>

<p>SC 111, 111.1</p>	<p>screening process.</p> <p>Each candidate shall report, on the designated form, arrests and convictions as specified on the form. Candidates shall likewise report arrests and convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.</p> <p>Any employee's <u>knowing</u> misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.</p> <p>Utilization of professional employees prior to employment approval by the Board is authorized when necessary to maintain continuity in the educational program. Retroactive employment shall be recommended to the Board at the next regular meeting.</p>
<p>SC 1201 24 P.S. Sec. 2070.2 Title 22 Sec. 49.1 et seq 42 U.S.C. Sec. 653a</p>	<p>No candidate for professional employment shall receive recommendation for such employment without evidence of his/her certification.</p>
<p>20 U.S.C. Sec. 6319</p>	<p><u>Title I Teachers</u></p> <p>All teachers working in a program supported with Title I funds who were hired after January 8, 2002, shall be highly qualified, as defined by federal law and regulations.</p>
<p>Title 22 Sec. 403.4, 403.5 20 U.S.C. Sec. 6319, 7801</p>	<p>The Director of HR shall annually attest for all Title I schools that professional staff teaching in such programs are highly qualified and paraprofessionals providing instructional support in such programs meet required qualification, in accordance with federal law and state regulations. The written certifications shall be maintained in the district office and shall be available to the public, upon request.</p>
<p>4. Delegation of Responsibility Pol. 104 P.L. 88-352 P.L. 92-318</p>	<p>The Superintendent or designee shall develop procedures for the recruitment, screening and recommendation of candidates for employment as professionals, in accordance with Board Policy and state and federal law and regulations.</p> <p>Candidates shall be recommended on the basis of references, interview results, writing samples or other appropriate activities.</p>

<p>SC 1109</p>	<p>The Superintendent shall seek candidates of good moral character who possess the following attributes:</p> <ol style="list-style-type: none"> 1. Successful educational training and experience. 2. Scholarship and intellectual prowess, including such measures as collegiate grade point average and appropriate standardized test scores. 3. Appreciation of children. 4. Emotional and mental maturity. <p>The Superintendent or designee shall, in the conduct of recruiting activities, seek applicants who have graduated from a variety of public and private institutions of higher education.</p> <p>The Superintendent or designee may apply necessary screening procedures to determine the candidate's ability to perform the tasks of the job for which the candidate is being considered.</p> <p>The Superintendent or designee shall seek recommendations from former employers and others to assess the candidate's qualifications. Recommendations and references shall be retained confidentially and for official use only.</p>
<p>SC 1201 Title 22 Sec. 49.1 et seq</p> <p>References:</p>	<p>Each professional staff member employed by the district shall be responsible for maintaining a valid teaching certificate.</p> <p>School Code – 111,111.1, 508,1106,1109,1109.1, 1109.2, 1111, 1142, 1146-1152, 1201, 1204.1</p> <p>State Board of Education Regulations – 22 PA Code Sec. 4.4, 8.1 et seq., 49.81-49.85, 49.101-49.105, 403.2, 403.4</p> <p>Educator Discipline Act – 24 P.S. Sec. 2070.2</p> <p>Criminal History Record Information Act – 18 Pa. C.S.A. Sec. 9125</p> <p>Child Protective Services Law – 23 Pa. C.S.A. Sec. 6301 et seq.</p> <p>No Child Left Behind – 20 U.S.C. Sec. 6319</p> <p>Federal Anti-Discrimination and Civil Rights Laws – 20 U.S.C. Sec. 1681 et seq. (Title IX)</p> <p>Americans With Disabilities Act – 42 U.S.C. Sec. 12101 et seq.</p> <p>Board Policy – 000, 104, 113, 328</p>

**EAST
STROUDSBURG
AREA
SCHOOL DISTRICT**

SECTION: EMPLOYEES

TITLE: EMPLOYMENT OF
CONFIDENTIAL-
ADMINISTRATIVE
ASSISTANTS & FIRST LEVEL
SUPERVISORS

ADOPTED: April 19, 2021
REVISED:

304.2. EMPLOYMENT OF CONFIDENTIAL-ADMINISTRATIVE ASSISTANTS & FIRST LEVEL SUPERVISORS	
1. Purpose	The Board places substantial responsibility and authority for the effective management of the schools with district confidential-administrative assistants and first-level supervisors employed by the school district.
2. Authority SC 508	The Board shall, by a majority vote of all members, approve the employment, set the compensation and establish the term of employment for each confidential-administrative assistant and first-level supervisor employed by the school district.
3. Guidelines	<p>Approval shall normally be given to the candidates for employment recommended by the Superintendent or designee. When any recommended candidate has been rejected by the Board, the Superintendent or designee shall repost the position and the rejected candidate will be notified in writing.</p> <p>No person shall be employed who is related to any member of the Board, as defined in statute, unless such candidate receives the affirmative vote of a majority of all members of the Board other than the member related to the applicant, who shall not vote.</p> <p>Confidential-administrative assistants and first-level supervisors shall follow provisions outlined in the applicable compensation plan agreement.</p> <p>Any employee's knowing misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.</p> <p>The Board authorizes the use of confidential-administrative assistants and first-level supervisors when necessary to maintain continuity in the educational program. Retroactive employment shall be recommended to the Board at the next regular meeting.</p>
SC 111.1	<p><u>Pre-Employment Requirements</u></p> <p>The district shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately</p>

304.2. EMPLOYMENT OF CONFIDENTIAL-ADMINISTRATIVE ASSISTANTS &
FIRST LEVEL SUPERVISORS - Pg. 2

	<p>report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The district may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.</p>
<p>SC 111 23 Pa. C.S.A. 6344</p>	<p>No candidate shall be employed until such candidate has complied with the mandatory background check requirements for criminal history, child abuse, FBI Criminal History Check and the district has evaluated the results of that screening process.</p>
<p>SC 111, 111.1</p>	<p>Each candidate shall report, on the designated form, arrests and convictions as specified on the form. Candidates shall likewise report arrests and convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.</p>
<p>4. Delegation of Responsibility Pol. 104</p>	<p>The Superintendent or designee shall develop procedures for the recruitment, screening, and recommendation of candidates for employment as confidential-administrative assistants and first-level supervisors. The Superintendent or designee shall recruit and recommend applicants in accordance with Board policy and state and federal laws and regulations.</p>
<p>42 U.S.C. Sec. 12101 et seq.</p>	<p>Candidates shall be recommended on the basis of references, interview results, writing samples or other appropriate activities.</p> <p>The Superintendent or designee shall seek candidates of good moral character who possess the following attributes: successful training and experience, intellectual prowess, appreciation of children, skills required to complete essential job functions and emotional and mental maturity and stability.</p> <p>The Superintendent or designee shall, in the conduct of recruiting activities, give special consideration to candidates from this district, or state or surrounding states.</p> <p>The Superintendent or designee may apply necessary screening procedures to determine the candidate's ability to perform the tasks of the job for which the candidate is being considered.</p> <p>The Superintendent or designee shall seek such recommendations from former employers and others in assessing the candidate's qualifications. Recommendations and references shall be retained confidentially and for official use only.</p>

304.2. EMPLOYMENT OF CONFIDENTIAL-ADMINISTRATIVE ASSISTANTS &
FIRST LEVEL SUPERVISORS - Pg. 3

	<p>References:</p> <p>School Code – 24 P.S. Sec. 111, 111.1, 508</p> <p>Criminal History Record Information Act – 18 Pa. C.S.A. Sec. 9125</p> <p>Child Protective Services Law – 23 Pa. C.S.A. Sec. 6344 et seq.</p> <p>Americans With Disabilities Act – 42 U.S.C. Sec. 12101 et seq.</p> <p>Board Policy – 000,104</p>
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**EAST
STROUDSBURG
AREA
SCHOOL DISTRICT**

SECTION: EMPLOYEES

TITLE: EMPLOYMENT OF SCHOOL SECURITY PERSONNEL

ADOPTED: April 19, 2021

REVISED:

304.3 EMPLOYMENT OF SCHOOL SECURITY PERSONNEL	
1. Purpose	The Board recognizes the role that qualified and competent School Security Personnel contribute to the effective operation of the programs of the district.
2. Authority SC 508	The Board shall, by a majority vote of all members, approve the employment; set the compensation; and establish the term of employment for each school security personnel employed by the district.
3. Guidelines	<p>Approval shall normally be given to the candidates for employment recommended by the Superintendent or designee. When any recommended candidate has been rejected by the Board, the Superintendent or designee shall repost the position and the rejected candidate will be notified in writing.</p> <p>No person shall be employed who is related to any member of the Board, as defined in statute, unless such person receives the affirmative vote of a majority of all members of the Board other than the member related to the applicant, who shall not vote.</p> <p>School security personnel shall be deemed to include the following positions and shall follow provisions outlined in the applicable compensation plan agreement:</p> <p>Crossing Guards School Security School Police Officers</p> <p>An employee's knowing misstatement of fact material to qualifications for employment or determination of salary may constitute grounds for dismissal by the Board.</p> <p>The Board authorizes the use of school security personnel prior to Board approval when necessary to maintain continuity of the educational program and services. Retroactive employment shall be recommended to the Board at the next regular meeting.</p>

<p>Pol. 805.2</p>	<p>Policy 805.2 further outlines the roles and duties that a candidate must possess along with specific requirements when considering candidates for employment as school security or school police officers within the school district.</p>
<p>SC 111.1</p>	<p><u>Pre-Employment Requirements</u></p> <p>The district shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The district may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.</p>
<p>SC 111 23 Pa. C.S.A. 6344 et seq</p>	<p>No candidate shall be employed until such candidate has complied with the mandatory background check requirements for criminal history, child abuse, FBI Criminal History Record, Act 24 and the school district has evaluated the results of that screening process.</p>
<p>SC 111, 111.1</p>	<p>Each candidate shall report, on the designated form, arrests and convictions as specified on the form. Candidates shall likewise report arrests and convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.</p>
<p>4. Delegation of Responsibility Pol. 104</p>	<p>The Superintendent or designee shall develop administrative regulations for the recruiting, screening, and recommending candidates for school security personnel in accordance with Board policy and state and federal law and regulations.</p>
<p>42 U.S.C. Sec. 12101 et seq.</p>	<p>The Superintendent or designee shall seek candidates of good moral character who possess the following attributes: successful training and experience, appreciation of children, skills required to complete essential job functions and emotional/mental maturity and stability.</p> <p>The Superintendent or designee may apply necessary screening to determine a candidate's ability to perform the job functions of the position for which the candidate is being considered.</p> <p>The Superintendent or designee shall seek recommendations from former employers and others in assessing the candidate's qualifications. Recommendations and references shall be retained confidentially and for official use only.</p>

304.3 EMPLOYMENT OF SCHOOL SECURITY PERSONNEL - Pg. 3

	<p>References:</p> <p>School Code – 24 P.S. Sec. 111, 111.1, 508</p> <p>Criminal History Record Information Act – 18 Pa. C.S.A. Sec. 9125</p> <p>Child Protective Services Law – 23 Pa. C.S.A. Sec. 6344 et seq.</p> <p>Americans With Disabilities Act – 42 U.S.C. Sec. 12101 et seq.</p> <p>Board Policy 000, 104, 113, 805.2</p>
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**EAST
STROUDSBURG
AREA
SCHOOL DISTRICT**

SECTION: EMPLOYEES

TITLE: EMPLOYMENT OF
SUBSTITUTE AND SHORT-
TERM EMPLOYEES

ADOPTED: June 18, 2018
April 19, 2021

<p>1. Purpose</p> <p>2. Authority SC 1101, 1106, 1148</p> <p>3. Guidelines</p> <p>SC 111.1</p> <p>SC 111, 111.1</p>	<p>305. EMPLOYMENT OF SUBSTITUTE AND SHORT-TERM EMPLOYEES</p> <p>Qualified and competent substitute and short-term employees shall be employed in order to provide continuity in the operation of the district.</p> <p>The Board shall approve annually the names of potential substitute professional/classified/support personnel and the positions in which they may substitute. Additional names may be added to the list of substitutes by the Board during the school year.</p> <p>Approval shall normally be given to those candidates for employment recommended by the Superintendent.</p> <p>Utilization of substitute or short-term employees prior to approval by the Board is authorized when necessary to maintain continuity of services in the district and the candidate has satisfied legal pre-employment requirements. Retroactive employment shall be recommended to the Board at the next meeting.</p> <p>Any employee's misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.</p> <p><u>Pre-Employment Requirements</u></p> <p>The district shall conduct an employment history review in compliance with state law prior to issuing an offer of substitute employment to a candidate. The employment history review shall remain valid as long as the substitute continues to be employed by the district or remains on the approved substitute list. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The district may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.</p> <p>Each candidate shall report, on the designated form, arrests and convictions as specified on the form. Candidates shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report</p>
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	<p>such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.</p>
<p>SC 111 Title 22 Sec. 8.1 et seq 6344</p>	<p>No candidate shall be employed until such candidate has complied with the mandatory background check requirements for criminal history, child abuse, and FBI Criminal History Record; and the district has evaluated the results of the screening process.</p>
<p>42 U.S.C. Sec. 653a</p>	<p>The school district shall submit a New Hire Report for each employee required to be reported by law.</p>
	<p><u>Compensation</u></p> <p><i><u>Classified/Support Substitute and Short-Term Employees</u></i></p>
<p>SC 406</p>	<p>The Board shall approve the employment, set the compensation, and establish the period and terms of employment for each short-term classified/support employee.</p>
	<p>Substitutes for classified/support employees will be paid at an hourly rate set annually by the Board for the various classes of substitute and short-term employees.</p>
	<p><i><u>Substitute Teachers and Other Professional Staff</u></i></p>
<p>SC 1109, 1201 24 P.S. Sec. 2070.2 Title 22 Sec. 49.1 et seq</p>	<p>A candidate for employment in the district shall not receive a recommendation for employment without evidence of his/her certification when such certification is required.</p>
<p>SC 1148</p>	<p>Substitutes shall be paid on a per diem basis at a rate set periodically by the Board.</p>
<p>SC 1148</p>	<p>A substitute employed for a full marking period or more for a professional employee on leave for a specified period will be compensated at a per diem rate equal to that of a temporary professional employee and will be eligible for the same fringe benefits of such employee.</p>
<p>4. Delegation of Responsibility</p>	<p>The Superintendent or designee shall develop and implement procedures to recruit, screen, recommend, assign and evaluate candidates for substitute and short-term employment.</p>
	<p>The administration may seek recommendations from former employers and others to assess the candidate's qualifications. Recommendations and references shall be retained confidentially and for official use only.</p>

	<p>The Superintendent or designee shall recommend retention on the Board's approved substitute list only for those substitutes who have satisfactorily performed their duties.</p> <p>The Superintendent or designee shall prepare a written statement for all approved substitutes informing them of their pay rate and status as employees, schedule of work, and other matters to enable them to perform their duties to the best of their ability. A copy of this statement shall be placed in the employee's personnel file.</p> <p>References:</p> <p>School Code – 24 P.S. Sec 111, 111.1, 506, 510, 1101, 1106, 1109, 1148, 1201</p> <p>State Board of Education Regulations – 22 PA Code Sec. 8.1 et seq., 49.1 et seq.</p> <p>Child Protective Services Law – 23 Pa. C.S.A. Sec 6301 et seq.</p> <p>Educator Discipline Act – 24 P.S. Sec. 2070.1</p> <p>Board Policy – 104, 304</p>
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MUNICIPAL STATEMENT OF REVIVAL

AND NOW, this ___ day of April, 2021, the East Stroudsburg Area School District Board of Education hereby approves and adopts this Statement of Revival by resolution at a regular board meeting on the ___ day of _____, 2021 as follows:

WHEREAS, on the 3rd day of August, 1970, the Monroe County Public School Districts of East Stroudsburg Area School District, Pleasant Valley School District, Pocono Mountain School District and Stroudsburg Area School District executed and subsequently filed Articles of Incorporation to the Secretary of the Commonwealth of Pennsylvania to incorporate the Monroe County Area Vocational-Technical School Authority; and,

WHEREAS, on the 17th day of August, 1970, the Secretary of the Commonwealth of Pennsylvania approved a Certificate of Incorporation for said Authority; and,

WHEREAS, the Authority expired on the 17th day of August, 2020 after fifty (50) years of existence; and

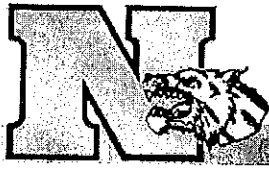
WHEREAS, it is the desire of the East Stroudsburg Area School District in cooperation with the other three school districts as set forth above, that the Authority be retroactively revived in accordance with Section 5623 of the Municipality Authorities Act, 53 Pa.C.S. Section 5601-5623.

Therefore, the Board of this School District represents the following:

- (a) The East Stroudsburg Area School District that incorporated the Authority on August 17, 1970 had not withdrawn from the expired Authority.
- (b) The term of existence of the Authority expired on August 17, 2020.
- (c) The address of the Authority is 194 Laurel Lake Road, Bartonsville, PA 18321.
- (d) It is the desire of the East Stroudsburg Area School District to revive the Authority as a body politic and corporate for an additional term not exceeding fifty (50) years.

This Municipal Statement of Revival has been hereby authorized and approved by the East Stroudsburg Area School Board on this _____ day of _____, 2021.

Secretary of the East Stroudsburg Area School
District Board of Education



**East Stroudsburg Area School District
Memorandum of Understanding
Angela Byrne - Remote Work 2021-2022 School Year**

The Parties to this agreement, Mrs. Angela Byrne and the East Stroudsburg Area School District (hereinafter called the "District") agree to the following:

- A) The ability to work remotely only applies to the current Act 93 position as Coordinator of Federal Programs/Grants.
- B) This remote work assignment is applicable for the 2021-2022 school year.
- C) Compensation will continue for the 2021-2022 school year based on the school board approved rate in accordance with the Act 93 agreement.
- D) Oversight and monitoring of work responsibilities will be conducted by Dr. William Vitulli, Assistant Superintendent for District Programs, on an on-going basis with a review to be conducted by March 31, 2022.
- E) End of year evaluation will be conducted by Dr. William Vitulli, Assistant Superintendent for District Programs, by June 30, 2022.
- F) This agreement will expire at the close of the 2021/2022 school year and may be reviewed for an extension if necessary by March 31, 2022.
- G) This agreement shall neither constitute a new practice nor nullify an existing past practice.

EAST STROUDSBURG AREA SCHOOL DISTRICT

Stephen C. Zall

3/23/21

Date: _____

Angela Byrne, Act 93 - Coordinator of Federal Programs and Grants

Angela Byrne

Date: _____

3/31/2021



East Stroudsburg Area School District



Creating the Future!

Carl T. Secor Administration Center

50 Vine Street
East Stroudsburg, PA 18301
Phone: (570) 424-8500 - Fax (570) 424-5646
www.esasd.net

Dr. William Vitulli
Assistant Superintendent for District Programs

Mr. Brian D. Baddick
Assistant Superintendent for Pupil Services

Dr. William R. Riker
Superintendent

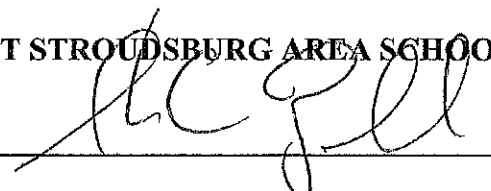
Mr. Craig D. Neiman
Chief Financial Officer

Memorandum of Understanding Multi-Tiered Systems of Support (MTSS) Coach Professional - Teacher On Special Assignment (TOSA) Position

The Parties to this agreement, the East Stroudsburg Area Education Association (hereinafter called the "Association") and the East Stroudsburg Area School District (hereinafter called the "District") agree to the following:

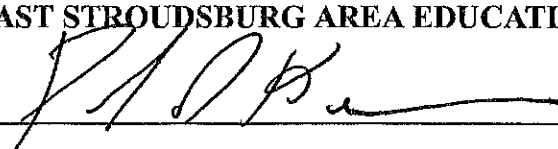
- A) MTSS position will be a Teacher On Special Assignment (TOSA) for the 2021/2022 school year assigned at South HS.
- B) Salary will be based on the staff person's current step/column for the current year and in accordance with the Associations current bargaining agreement.
- C) Term of service is 10 months for one year (2021/2022 school year).
- D) Should the MTSS Coach wish to return to the classroom setting during the 2021/2022 school year they would shift back into their previous assignment currently covered by a long term substitute.
- E) Should the MTSS Coach position be dissolved, they would shift back into their previous assignment currently covered by a long term substitute.
- F) Should the MTSS receive an unsatisfactory evaluation the district reserves the right to reassign that employee back into their previous assignment currently covered by a long term substitute.
- G) This agreement shall neither constitute a new past practice nor nullify an existing past practice.

EAST STROUDSBURG AREA SCHOOL DISTRICT



Date: 4/14/21

EAST STROUDSBURG AREA EDUCATION ASSOCIATION



Date: 4-14-2021

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East Stroudsburg Area School District

Refunding Update

April 13, 2021

Presented by:

Jamie Doyle
Managing Director

&

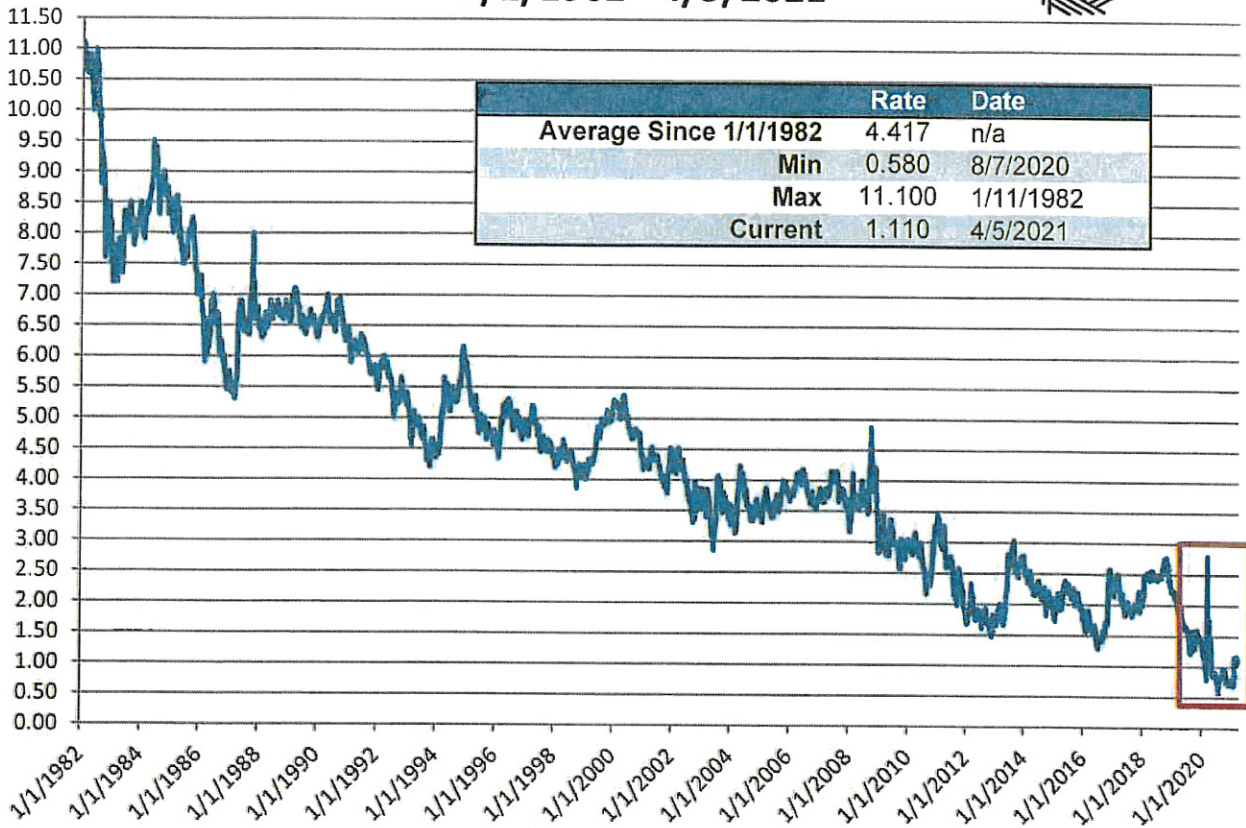
Chris Bamber, CFA
Director



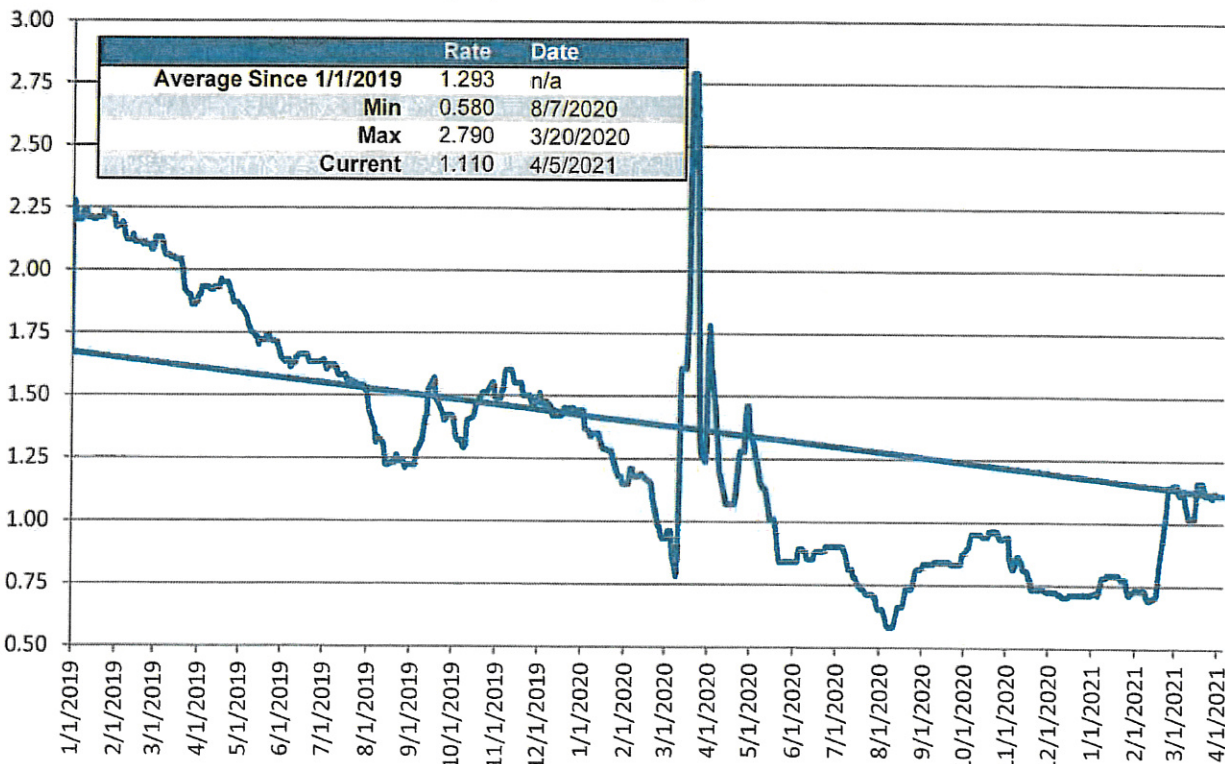
pfm

PFM Financial Advisors LLC
Public Financial Management, Inc.
2533 Yellow Springs Road
2nd Floor
Malvern, PA 19355
717.232.2723 (P)
717.232.8610 (F)
www.pfm.com

10 Year MMD (AAA Fixed Bond Rates) 1/1/1982 - 4/5/2021



10 Year MMD (AAA Fixed Bond Rates) 1/1/2019 - 4/5/2021





Market Update

- 1) Tax-exempt interest rates were volatile in February & March 2021 as the market focused on signs of potential inflation in the economy and the impacts of the COVID vaccine rollout.
- 2) Current long-term tax-exempt interest rates remain near all-time lows, with current rates approximately equal to where they were in January 2020, which were new all-time lows at the time.

2021 Refunding Opportunities

1	2	3	4	5	6	7
	Series of 2016 Bonds	Series A of 2016 Bonds	Fiscal Year Ending	Refunded 2016 & 2016A Local Effort	Estimated 2021 Bonds Local Effort ^[3]	Estimated Local Effort Savings ^[3]
Principal Outstanding:	\$8,745,000	\$1,570,000	6/30/2021			
Call Date:	9/1/2021	9/1/2021	6/30/2022	191,971	177,270	14,700
Average Existing Rate:	2.18%	2.21%	6/30/2023	210,013	201,098	8,915
Final Maturity:	2029	2030	6/30/2024	469,751	444,966	24,785
			6/30/2025	321,396	296,605	24,791
			6/30/2026	318,658	295,330	23,328
			6/30/2027	343,163	320,946	22,218
			6/30/2028	339,870	315,591	24,280
			6/30/2029	309,334	284,992	24,343
			6/30/2030	7,879,020	7,855,835	23,185
			6/30/2031	179,602	154,527	25,075
			TOTAL	10,562,780	10,347,160	215,620

- 3) Assuming a current estimate of Bank Qualified interest rates, a partial BQ refunding is producing local effort savings of approximately **\$215,000** or **2.22%** of refunded principal
- 4) PFM will utilize a dual-track methodology (like it did for the 2020 Notes) and consider other financing methods including a bank loan.

Next Steps

- | | |
|--|--|
| 5) April 13th Finance Committee | Initial presentation to Finance Committee |
| 6) April 19th Board Meeting (or later) | Authorization to proceed |
| 7) May 17th Board Meeting (or later) | Adopt Parameters Resolution |
| 8) Week of May 17th (or later) | Competitive sale (lock-in interest rates) |
| 9) Week of June 21st (or later) | Settlement of Bonds |

Sample Motion

Resolved: The Board of School Directors of the East Stroudsburg Area School District (the "School District") does hereby authorize the Administration to work with PFM Financial Advisors LLC as Financial Advisor, Eckert Seamans Cherin & Mellott, LLC as Bond Counsel and the Solicitor in conjunction with the issuance of General Obligation Bonds or Note, Series of 2021, via the dual track process between a bank loan and a bond issue, the proceeds of which will be used towards the current refunding of the District's Series of 2016 Bonds and Series A of 2016 Bonds at a minimum net savings target of 2.00%.

Backup Refunding Numbers



pfm

EAST STROUDSBURG AREA SCHOOL DISTRICT
SERIES OF 2016

Optional Redemption: September 1, 2021

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021	155,000	4.000	95,176.25	250,176.25			
3/1/2022			92,076.25	92,076.25	342,252.50	24,100.85	318,151.65
9/1/2022	160,000	2.000	92,076.25	252,076.25			
3/1/2023			90,476.25	90,476.25	342,552.50	24,121.97	318,430.53
9/1/2023	165,000	2.000	90,476.25	255,476.25			
3/1/2024			88,826.25	88,826.25	344,302.50	24,245.20	320,057.30
9/1/2024	5,000	2.050	88,826.25	93,826.25			
3/1/2025			88,775.00	88,775.00	182,601.25	12,858.47	169,742.78
9/1/2025	5,000	2.050	88,775.00	93,775.00			
3/1/2026			88,723.75	88,723.75	182,498.75	12,851.26	169,647.49
9/1/2026	15,000	2.050	88,723.75	103,723.75			
3/1/2027			88,570.00	88,570.00	192,293.75	13,541.00	178,752.75
9/1/2027	15,000	2.050	88,570.00	103,570.00			
3/1/2028			88,416.25	88,416.25	191,986.25	13,519.35	178,466.90
9/1/2028	5,000	2.050	88,416.25	93,416.25			
3/1/2029			88,365.00	88,365.00	181,781.25	12,800.73	168,980.52
9/1/2029	8,220,000	2.150	88,365.00	8,308,365.00			
3/1/2030					8,308,365.00	585,061.11	7,723,303.89
TOTALS	8,745,000		1,523,633.75	10,268,633.75	10,268,633.75	723,099.94	9,545,533.81

PE% 11.48% (Temporary)
 AR% 61.34% (2020-21)
 Net 7.04% Effective Reimbursement

EAST STROUDSBURG AREA SCHOOL DISTRICT

SERIES OF 2016

Bonds to be Refunded

Optional Redemption: September 1, 2021

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021			90,476.25	90,476.25			
3/1/2022			90,476.25	90,476.25	180,952.50	12,742.37	168,210.13
9/1/2022			90,476.25	90,476.25			
3/1/2023			90,476.25	90,476.25	180,952.50	12,742.37	168,210.13
9/1/2023	165,000	2.000	90,476.25	255,476.25			
3/1/2024			88,826.25	88,826.25	344,302.50	24,245.20	320,057.30
9/1/2024	5,000	2.050	88,826.25	93,826.25			
3/1/2025			88,775.00	88,775.00	182,601.25	12,858.47	169,742.78
9/1/2025	5,000	2.050	88,775.00	93,775.00			
3/1/2026			88,723.75	88,723.75	182,498.75	12,851.26	169,647.49
9/1/2026	15,000	2.050	88,723.75	103,723.75			
3/1/2027			88,570.00	88,570.00	192,293.75	13,541.00	178,752.75
9/1/2027	15,000	2.050	88,570.00	103,570.00			
3/1/2028			88,416.25	88,416.25	191,986.25	13,519.35	178,466.90
9/1/2028	5,000	2.050	88,416.25	93,416.25			
3/1/2029			88,365.00	88,365.00	181,781.25	12,800.73	168,980.52
9/1/2029	8,220,000	2.150	88,365.00	8,308,365.00			
3/1/2030					8,308,365.00	585,061.11	7,723,303.89
TOTALS	8,430,000		1,515,733.75	9,945,733.75	9,945,733.75	700,361.86	9,245,371.89

PE% 11.48% (Temporary)
 AR% 61.34% (2020-21)
 Net 7.04% Effective Reimbursement

EAST STROUDSBURG AREA SCHOOL DISTRICT							
SERIES OF 2016							
Bonds Remaining After Refunding				Optional Redemption: September 1, 2021			

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021	155,000	4.000	4,700.00	159,700.00			
3/1/2022			1,600.00	1,600.00	161,300.00	11,358.48	149,941.52
9/1/2022	160,000	2.000	1,600.00	161,600.00			
3/1/2023					161,600.00	11,379.60	150,220.40
9/1/2023							
3/1/2024							
9/1/2024							
3/1/2025							
9/1/2025							
3/1/2026							
9/1/2026							
3/1/2027							
9/1/2027							
3/1/2028							
9/1/2028							
3/1/2029							
9/1/2029							
3/1/2030							
TOTALS	315,000		7,900.00	322,900.00	322,900.00	22,738.08	300,161.92

PE% 11.48% *(Temporary)*
AR% 61.34% *(2020-21)*

Net 7.04% *Effective Reimbursement*

EAST STROUDSBURG AREA SCHOOL DISTRICT
SERIES A OF 2016

Optional Redemption: September 1, 2021

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021	145,000	4.000	17,337.50	162,337.50			
3/1/2022			14,437.50	14,437.50	176,775.00	15,690.37	161,084.63
9/1/2022	150,000	2.000	14,437.50	164,437.50			
3/1/2023			12,937.50	12,937.50	177,375.00	15,743.62	161,631.38
9/1/2023	150,000	2.000	12,937.50	162,937.50			
3/1/2024			11,437.50	11,437.50	174,375.00	15,477.35	158,897.65
9/1/2024	145,000	2.000	11,437.50	156,437.50			
3/1/2025			9,987.50	9,987.50	166,425.00	14,771.71	151,653.29
9/1/2025	145,000	2.000	9,987.50	154,987.50			
3/1/2026			8,537.50	8,537.50	163,525.00	14,514.31	149,010.69
9/1/2026	165,000	2.000	8,537.50	173,537.50			
3/1/2027			6,887.50	6,887.50	180,425.00	16,014.34	164,410.66
9/1/2027	165,000	2.000	6,887.50	171,887.50			
3/1/2028			5,237.50	5,237.50	177,125.00	15,721.43	161,403.57
9/1/2028	145,000	2.000	5,237.50	150,237.50			
3/1/2029			3,787.50	3,787.50	154,025.00	13,671.10	140,353.90
9/1/2029	165,000	2.050	3,787.50	168,787.50			
3/1/2030			2,096.25	2,096.25	170,883.75	15,167.47	155,716.28
9/1/2030	195,000	2.150	2,096.25	197,096.25			
3/1/2031					197,096.25	17,494.06	179,602.19
TOTALS	1,570,000		168,030.00	1,738,030.00	1,738,030.00	154,265.77	1,583,764.23

PE% 14.47% *(Temporary)*
AR% 61.34% *(2020-21)*

Net **8.88%** *Effective Reimbursement*

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EAST STROUDSBURG AREA SCHOOL DISTRICT							
SERIES A OF 2016							
Bonds to be Refunded						<i>Optional Redemption: September 1, 2021</i>	

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021			13,037.50	13,037.50			
3/1/2022			13,037.50	13,037.50	26,075.00	2,314.39	23,760.61
9/1/2022	20,000	2.000	13,037.50	33,037.50			
3/1/2023			12,837.50	12,837.50	45,875.00	4,071.82	41,803.18
9/1/2023	140,000	2.000	12,837.50	152,837.50			
3/1/2024			11,437.50	11,437.50	164,275.00	14,580.88	149,694.12
9/1/2024	145,000	2.000	11,437.50	156,437.50			
3/1/2025			9,987.50	9,987.50	166,425.00	14,771.71	151,653.29
9/1/2025	145,000	2.000	9,987.50	154,987.50			
3/1/2026			8,537.50	8,537.50	163,525.00	14,514.31	149,010.69
9/1/2026	165,000	2.000	8,537.50	173,537.50			
3/1/2027			6,887.50	6,887.50	180,425.00	16,014.34	164,410.66
9/1/2027	165,000	2.000	6,887.50	171,887.50			
3/1/2028			5,237.50	5,237.50	177,125.00	15,721.43	161,403.57
9/1/2028	145,000	2.000	5,237.50	150,237.50			
3/1/2029			3,787.50	3,787.50	154,025.00	13,671.10	140,353.90
9/1/2029	165,000	2.050	3,787.50	168,787.50			
3/1/2030			2,096.25	2,096.25	170,883.75	15,167.47	155,716.28
9/1/2030	195,000	2.150	2,096.25	197,096.25			
3/1/2031					197,096.25	17,494.06	179,602.19
TOTALS	1,285,000		160,730.00	1,445,730.00	1,445,730.00	128,321.52	1,317,408.48

PE% 14.47% *(Temporary)*
AR% 61.34% *(2020-21)*

Net 8.88% *Effective Reimbursement*

EAST STROUDSBURG AREA SCHOOL DISTRICT							
SERIES A OF 2016							
Bonds Remaining After Refunding						<i>Optional Redemption: September 1, 2021</i>	

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021	145,000	4.000	4,300.00	149,300.00			
3/1/2022			1,400.00	1,400.00	150,700.00	13,375.98	137,324.02
9/1/2022	130,000	2.000	1,400.00	131,400.00			
3/1/2023			100.00	100.00	131,500.00	11,671.81	119,828.19
9/1/2023	10,000	2.000	100.00	10,100.00			
3/1/2024					10,100.00	896.47	9,203.53
9/1/2024							
3/1/2025							
9/1/2025							
3/1/2026							
9/1/2026							
3/1/2027							
9/1/2027							
3/1/2028							
9/1/2028							
3/1/2029							
9/1/2029							
3/1/2030							
9/1/2030							
3/1/2031							
TOTALS	285,000		7,300.00	292,300.00	292,300.00	25,944.25	266,355.75

PE% 14.47% *(Temporary)*
AR% 61.34% *(2020-21)*

Net 8.88% *Effective Reimbursement*

**EAST STROUDSBURG AREA SCHOOL DISTRICT
RESTRICTED YIELD ESCROW**

SERIES OF 2016

Optional Redemption Date: September 1, 2021

ESCROW REQUIREMENTS					ESCROW EARNINGS				
1	2	3	4	5	6	7	8	SETTLE 6/15/2021	10
Date	Principal	Interest	Escrow Agent	Required	Par	Coupon	Earnings	Cash Flow	Balance
9/1/2021	8,430,000.00	90,476.25		8,520,476.25	8,520,477.00	0.000		8,520,477.00	0.75
TOTALS	8,430,000.00	90,476.25	0.00	8,520,476.25	8,520,477.00		0.00	8,520,477.00	

SERIES A OF 2016

Optional Redemption Date: September 1, 2021

ESCROW REQUIREMENTS					ESCROW EARNINGS				
11	12	13	14	15	16	17	18	SETTLE 6/15/2021	20
Date	Principal	Interest	Escrow Agent	Required	Par	Coupon	Earnings	Cash Flow	Balance
9/1/2021	1,285,000.00	13,037.50		1,298,037.50	1,298,038.00	0.000		1,298,038.00	0.50
TOTALS	1,285,000.00	13,037.50	0.00	1,298,037.50	1,298,038.00		0.00	1,298,038.00	

EAST STROUDSBURG AREA SCHOOL DISTRICT

SERIES OF 2021

REFUNDS THE SERIES OF 2016 & SERIES A OF 2016

Settle 6/15/2021

Dated 6/15/2021

	1	2	3	4	4	5	6	7	8	9	10
<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Yield</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Proposed Local Effort</u>	<u>Existing Local Effort</u>	<u>Savings</u>	
9/1/2021	40,000	5.000	0.550	45,177.78	85,177.78						
3/1/2022				106,000.00	106,000.00	191,177.78	13,907.42	177,270.36	191,970.74	14,700.38	
9/1/2022	5,000	5.000	0.560	106,000.00	111,000.00						
3/1/2023				105,875.00	105,875.00	216,875.00	15,776.79	201,098.21	210,013.31	8,915.10	
9/1/2023	275,000	5.000	0.590	105,875.00	380,875.00						
3/1/2024				99,000.00	99,000.00	479,875.00	34,908.99	444,966.01	469,751.41	24,785.40	
9/1/2024	125,000	5.000	0.710	99,000.00	224,000.00						
3/1/2025				95,875.00	95,875.00	319,875.00	23,269.63	296,605.37	321,396.06	24,790.69	
9/1/2025	130,000	5.000	0.820	95,875.00	225,875.00						
3/1/2026				92,625.00	92,625.00	318,500.00	23,169.60	295,330.40	318,658.18	23,327.78	
9/1/2026	165,000	5.000	0.930	92,625.00	257,625.00						
3/1/2027				88,500.00	88,500.00	346,125.00	25,179.21	320,945.79	343,163.41	22,217.62	
9/1/2027	165,000	2.000	1.050	88,500.00	253,500.00						
3/1/2028				86,850.00	86,850.00	340,350.00	24,759.10	315,590.90	339,870.47	24,279.57	
9/1/2028	135,000	2.000	1.170	86,850.00	221,850.00						
3/1/2029				85,500.00	85,500.00	307,350.00	22,358.48	284,991.52	309,334.42	24,342.90	
9/1/2029	8,385,000	2.000	1.310	85,500.00	8,470,500.00						
3/1/2030				1,650.00	1,650.00	8,472,150.00	616,314.99	7,855,835.01	7,879,020.18	23,185.17	
9/1/2030	165,000	2.000	1.440	1,650.00	166,650.00						
3/1/2031						166,650.00	12,123.12	154,526.88	179,602.19	25,075.31	
TOTALS	9,590,000			1,568,927.78	11,158,927.78	11,158,927.78	811,767.32	10,347,160.46	10,562,780.37	215,619.91	

PE% 11.86% (Estimated)

AR% 61.34% (2020-21)

Net 7.27% Effective Reimbursement

Old WAM
7.7730
New WAM
7.7707

Savings Allocation	Amount	Percentage
School District's Share	215,619.91	2.22%
State's Share	16,916.06	0.17%
Total Savings	232,535.97	2.39%

EAST STROUDSBURG AREA SCHOOL DISTRICT
SERIES OF 2021
Composition of the Issue

SOURCES:

Bonds	9,590,000.00	<i>Estimated</i>
Net Original Issue Premium	409,323.85	<i>Estimated</i>
Accrued Interest	0.00	<i>Estimated</i>
Total	9,999,323.85	

USES:

Cost of the Series Of 2016 Escrow	8,520,477.00	<i>Estimated</i>
Cost of the Series A Of 2016 Escrow	1,298,038.00	<i>Estimated</i>
Underwriter's Discount ⁽¹⁾	\$8.00 76,720.00	<i>Estimated</i>
Bond Insurance	0.00	<i>Estimated</i>
Cost of Issuance	100,000.00	<i>Estimated</i>
Miscellaneous Expenses/Rounding	4,088.85	<i>Estimated</i>
Total	9,999,323.85	

Dated Date 6/15/2021

Settlement Date 6/15/2021

Yield of the Issue 1.517344

OIP/(OID) Calculations

<u>Date</u>	<u>Price</u>	<u>OIP/(OID)</u>
9/1/2021	100.936%	374.40
9/1/2022	105.350%	267.50
9/1/2023	109.672%	26,598.00
9/1/2024	113.594%	16,992.50
9/1/2025	117.265%	22,444.50
9/1/2026	120.655%	34,080.75
9/1/2027	104.804%	7,926.60
9/1/2028	104.183%	5,647.05
9/1/2029	103.463%	290,372.55
9/1/2030	102.800%	4,620.00
TOTAL		409,323.85

⁽¹⁾ Underwriter's Discount to be bid out as part of the competitive auction process. The winning bidder will be selected based on True Interest Cost, which is the combination of coupons, yields, and proposed Underwriter's Discount. For these purposes, assumes \$8.00, which is the approximate historical average for a bond issue of this size and maturity length.



Disclosures:

PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide or give a specific recommendation. Financial advisory services are provided by PFM Financial Advisors LLC and Public Financial Management Inc. Both are registered municipal advisors with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Investment advisory services are provided by PFM Asset Management LLC which is registered with the SEC under the Investment Advisers Act of 1940. Additional applicable regulatory information is available upon request. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC, a commodity trading advisor with the Commodity Futures Trading Commission, and a member of the National Futures Association. Consulting services are provided through PFM Group Consulting LLC. PFM financial modeling platform for strategic forecasting is provided through PFM Solutions LLC. For more information regarding PFM's services or entities, please visit www.pfm.com.

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APPLICATION FOR PAYMENT
PROPERTY ACQUIRED BY STATE
FOR WATER CONSERVATION OR FLOOD PREVENTION
(Section 604 of School Code)

SCHOOL DISTRICT	AUN	SCHOOL YEAR
East Stroudsburg Area SD	120452003	2020-2021

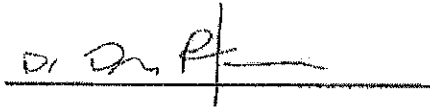
This application is for Payment In Lieu of Taxes on property in Pike County,
acquired by the state for the purpose of water conservation or flood prevention in the
National Recreation Area project.

School district (or component former district) from which property was acquired:
Lehman Township

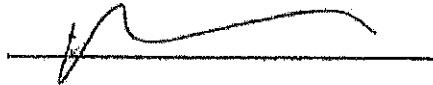
Assessed valuation of property at time of acquisition: \$94,371.00
Tax rate for school purposes during school year for which application is made: 123.6600 mills
Amount due school district (assessed valuation x mills): \$11,669.92

SIGNATURES

District Superintendent:



President of School Board:



Secretary of School Board:



Scan and email the signed form to: ra-EdSubsidyData@pa.gov



East Stroudsburg Area School District

Creating the Future!



Carl T. Secor Administration Center

50 Vine Street
East Stroudsburg, PA 18301
Phone: (570) 424-8500 - Fax (570) 424-5646
www.esasd.net

Dr. William R. Riker
Superintendent

Dr. William Vitulli
Assistant Superintendent for District
Programs

Mr. Brian D. Baddick
Assistant Superintendent for Pupil Services

Mr. Craig D. Neiman
Chief Financial Officer

RECOMMENDATION TO CLOSE PLGIT CAFETERIA BANK ACCOUNT
April 13th, 2021 Finance Committee Meeting

The Business Office is recommending the closing of the PLGIT Cafeteria bank account. As of February 28, 2021 the account had a balance of \$41,677.05. This account has not been used in many years. In an effort to streamline our processes and simplify our banking portfolio, it is recommended that this balance is transferred to the existing ESSA Bank and Trust Cafeteria Fund bank account. The February 2021 bank statements for both accounts are attached to this recommendation.



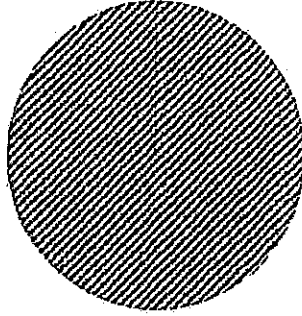
Pennsylvania Local Government Investment Trust

East Stroudsburg Area School District - CAFETERIA

Account Statement - Transaction Summary

For the Month Ending February 28, 2021

PLGIT-Class		Asset Summary	
		February 28, 2021	January 31, 2021
Opening Market Value	41,676.67		
Purchases	0.38		
Redemptions	0.00		
Unsettled Trades	0.00	41,677.05	41,676.67
Change in Value	0.00		
Closing Market Value	\$41,677.05	\$41,677.05	\$41,676.67
Cash Dividends and Income	0.38		
Asset Allocation			



PLGIT-Class
100.00%

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ESSA Bank & Trust

200 Palmer Street • PO Box L
Stroudsburg, PA 18360-0160





Statement Ending 02/26/2021

Page 1 of 2

RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT CAFETERIA FUND
C/O THOMAS J MCINTYRE
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

 Phone: 855-713-8001
 Hours: 8:00 a.m. - 6:00 p.m. M-F
 Website: essabank.com
 Email: IBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$249,484.33

Government Checking

Account Summary

Date	Description	Amount
01/30/2021	Beginning Balance	\$249,316.35
	10 Credit(s) This Period	\$434.78
	2 Debit(s) This Period	-\$266.80
02/26/2021	Ending Balance	\$249,484.33

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$47.13
Interest Paid Year-to-Date	\$96.62

Electronic Credits

Date	Description	Amount
02/01/2021	GLOBAL PAY GLOBAL DEP CCD	\$12.50
02/01/2021	GLOBAL PAY GLOBAL DEP CCD	\$32.50
02/03/2021	GLOBAL PAY GLOBAL DEP CCD	\$22.50
02/08/2021	GLOBAL PAY GLOBAL DEP CCD	\$35.00
02/10/2021	GLOBAL PAY GLOBAL DEP CCD	\$55.00
02/11/2021	GLOBAL PAY GLOBAL DEP CCD	\$97.65
02/24/2021	GLOBAL PAY GLOBAL DEP CCD	\$42.50
02/25/2021	GLOBAL PAY GLOBAL DEP CCD	\$47.50
		9 item(s) totaling \$387.65

Other Credits

Date	Description	Amount
02/26/2021	INTEREST PAID 1/30 THROUGH 2/26	\$47.13
		1 item(s) totaling \$47.13

Electronic Debits

Date	Description	Amount
02/02/2021	GLOBAL PAY GLOBAL STL CCD	\$260.18
02/03/2021	HEARTLAND PAYMEN MSB Mnth F CCD	\$6.62
		2 item(s) totaling \$266.80



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Cisco Meraki AP's

A. Why are you requesting the service/needs?

Why: The current Cisco wireless access points deployed at the Carl T. Secor Administration Center are over 7 years old and the hardware will no longer be supported.

Need: The Carl T. Secor Administration Center currently has wireless access points deployed in the hallways only. This upgrade adds additional access points by placing an AP in each office suite and conference room in addition to the hallways, for better connectivity. The new access points will also help with connectivity of the new wireless door locks the district will be implementing shortly.

Suggested replacement: Meraki MR56-HW AP's with 7-year licenses through ePlus (lowest quote).

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. Yes, 4 quotes were obtained.

7yr Option				
	<u>ePlus</u>	<u>IntegraOne</u>	<u>Gov Connection</u>	<u>B&H Video</u>
MR56-HW	\$18,438.25	\$18,459.00	\$18,825.75	\$1,299.00
LIC-ENT-7YR	\$5,295.50	\$5,321.75	\$5,388.25	Did not provide
Totals	\$23,733.75	\$23,780.75	\$24,214.00	Disqualified

C. Procurement Method:

- After obtaining the specifications and part numbers for the products from Cisco/Meraki, I contacted several vendors for price quotes. We received price quotes from ePlus, IntegraOne, GovConnection and B&H Video.

D. Funds account to be charged for Procurement (Was this purchase budgeted?)

- Yes
- Technology Services Initiatives Acct = 10-2844-650-000-00-000-006-000-0600

E. Selection of winning proposal

- ePlus – lowest priced vendor \$23,733.75. Pricing is per COSTARS contract # HW 003-078.

F. Other

N/A



Customer Name: EAST STROUDSBURG AREA SCHOOL DISTRICT
Quote No.: 22637632
Quote Name:
Quotation Date: 04/08/2021

Sales Support Contact: EMILY HARVEY
Sales Support Phone: 610-495-1228
Sales Support Email: EHARVEY@EPLUS.COM
Account Executive: Emily Harvey
Account Executive Phone:
Account Executive Email: eharvey@eplus.com

Customer PO No:
Order No:
Expiration Date: 05/08/2021

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	MR56-HW	CISCO	MERAKI MR56 WI-FI 6 INDOOR AP	25	737.53	18,438.25
002	LIC-ENT-7YR	CISCO	MERAKI MR ENT CLOUD CTRL LIC 7YR	25	211.82	5,295.50
003	COSTARS3	EPLUS	AS PER COSTARS-3 IT HARDWARE CONTRACT NUMBER 003-078 - FAX PO TO 610-495-1208	1	0.00	0.00

Shipping:	23,733.75
Packing:	23,733.75
Sub Total (USD):	23,733.75
Tax (USD):	TBD if Applicable
Shp&Hnd (USD):	TBD
Total (USD):	23,733.75

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Thank you for your inquiry. Recent US govt tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance		Ship To	
Signature: _____	_____	EAST STROUDSBURG AREA SCHOOL D	
Name: _____	_____	50 VINE STREET	
Title: _____	_____	EAST STROUDSBURG PA 18301	
Date: _____	_____	UNITED STATES	

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Software for Smarter Operations

PREPARED FOR
East Stroudsburg Area School District

PREPARED BY
Dude Solutions
11000 Regency Parkway, Suite 400
Cary, NC 27518

PUBLISHED ON
March 04, 2021





March 04, 2021

Q-206216

Eric Forsyth
 Director of Administrative Services
 East Stroudsburg Area School District
 50 Vine Street
 East Stroudsburg, PA
 18301-2150

Dear Eric,

Thank you for your interest in our market leading solutions for improving educational operations. We at Dude Solutions are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for East Stroudsburg Area School District:

Item	Term	Price
Asset Essentials Core Plus	3 months	0.00 USD
Dude Analytics	3 months	Included
Event Manager Enterprise	3 months	0.00 USD
Software Payment 1:		0.00 USD

*Proposal valid until 4/1/2021

*3 months included at no additional cost

*KPN coop rates included in pricing. 22% off products

Item	Price	Term	Price	Term	Price
Asset Essentials Core Plus	\$11,276		\$11,276		\$11,276
Dude Analytics	Included		Included		Included
Event Manager Enterprise	\$12,209		\$12,209		\$12,209
Total	\$23,485		\$23,485		\$23,485
Due Date	July 30, 2021		July 30, 2022		July 30, 2023





Support

(included with your subscription)

- Technical support is available from 8:00 AM to 6:00 PM EST, Monday through Friday, excluding holidays. Please call 1-877-868-3833 or email support@schooldude.com (<mailto:support@schooldude.com>) for technical support. After hours inquiries will be responded to the next business day.
- Send us an email – we respond to 99% of our support emails within 1 hour.
- Reach us instantly through our software with live chat!
- Find best practice blogs, webinars, discussions, help documentation, and connect with your peers on the online Community.

Key Components to Implementation:

Implementation Program

- All Asset Essentials clients receive the Implementation program as part of their purchase of the solution at no extra charge.

Dedicated Client Engagement

- A member of our client engagement team will focus on your implementation throughout its lifecycle.

Orientation Call

- Interview key staff for goals
- Identify objectives and ownership for best time to value
- Develop your implementation goals

Interactive Online Classes

- Interactive online classes are available in a group setting and can be taken as many times as you like
- Classes offered include Building Your Foundation, Work Order Management, Preventive Maintenance, Parts and POs, Reporting, Safety and more

Online Project Collaboration Tool

- Manage your implementation tasks
- Schedule completion dates and track progress
- Post discussions for internal communication within the project and with our team

One-on-One Consultation

- A Client Implementation Specialist will provide implementation support to ensure successful configuration and usage

Legendary Ongoing Support

Post launch of Asset Essentials, all Dude Solutions clients have ongoing support which includes:

- Phone support answered within 3 rings
- Email support responses within 1 hour (or less) during business hours
- Immediate assistance available via chat 8 AM to 5 PM ET





Software for Smarter Operations

Event Manager - Enterprise

Scheduling & Publishing

- Custom Event Submission Forms
- Master Calendar with 10 sites
- Branding, Sharing, Importing
- Basic Approval Workflow
- Conflict Checking
- Event Registration, Ticketing, Merchandising with Online Payment

Operations

- Event Setup and Breakdown Options
- Advances Approval Workflow
- Quick Form
- Task Management
- Invoicing & Online Payment
- Room Configurations
- Resource Management

Community Use

- Custom Public Request Form
- Community/Public Request Form
- Community/Public Request Portal
- Public Invoicing & Online Payment





Proposal terms

- Proposal has been prepared for East Stroudsburg Area School District ("Subscriber")
- Proposal expires in twenty eight (28) days

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Master Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM - 5:00 PM PST.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- In consideration for the pricing included in this offer, this Agreement shall commence on the Effective Date and its initial term will continue until June 30, 2024, (the "Initial Term") and, notwithstanding anything to the contrary elsewhere in the Terms, this Initial Term is noncancelable and nonrefundable. The Fees for this Initial Term shall be in accordance with the payment schedule set forth in this Order Form.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-206216 on any applicable purchase order and email to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.





Software for Smarter Operations

Signature

Presented to:

Q-206216

March 04, 2021, 9:48:19 AM

Accepted by:

Printed Name

Signed Name

Title

Date



Q-163512

PREPARED BY

Dude Solutions

PREPARED FOR

East Stroudsburg Area School District

PUBLISHED ON

November 14, 2019



Terms of Service:

- Renewal Term: one year
- Automatic invoicing will occur at the end of each term.
- Technical support is available from 8am to 6pm Eastern Standard Time. Please call (877) 868-3833 for technical support.
- Applicable sales taxes are in addition to the quoted price. If East Stroudsburg Area School District is tax exempt, please fax a copy of your Tax Exemption Certificate to 866-299-7821 or email it to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Payment: Terms are net 30 days.
- Daily backup of data, backups transferred offsite daily, and 24/7 server monitoring in a dedicated data center environment.
- The terms and conditions ("Terms") of this offer are based upon Dude Solutions, Inc.'s Online Subscription Agreement (<http://dudesolutions.com/terms>). Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof.





Company Address 475 Half Day Road
Ste. 350
Lincolnshire, Illinois 60069
United States

Created Date 4/8/2021
Expiration Date 4/7/2021
Quote Number 00022253

Prepared By Jackie Whiteman
Phone 8474969233
Email jwhiteman@95percentgroup.com

Contact Name Tabitha Bradley

Parent Account East Stroudsburg Area School District
Bill To Name East Stroudsburg Area District-District Office
Bill To East Stroudsburg Area School District
ATTN: Accounts Payable
50 Vine Street
East Stroudsburg, Pennsylvania 18301
United States

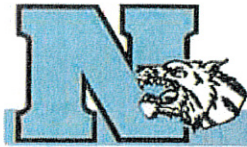
Ship To Name East Stroudsburg Area District-District Office
Ship To East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, Pennsylvania 18301
United States

Product Description	Product	Sales Price	Quantity	Total Price
95 Phonics Booster Bundle: Summer School Edition – Rising 1st Grade, Teacher's Package, 2021	PH4011.01.21	\$160.00	25.00	\$4,000.00
95 Phonics Booster Bundle: Summer School Edition – Rising 1st Grade, Student Workbook Package, 2021, Pack of 5	PH4011.05.21	\$39.00	73.00	\$2,847.00
95 Phonics Booster Bundle: Summer School Edition – Rising 2nd Grade, Teacher's Package, 2021	PH4012.01.21	\$160.00	21.00	\$3,360.00
95 Phonics Booster Bundle: Summer School Edition – Rising 2nd Grade, Student Workbook Package, 2021, Pack of 5	PH4012.05.21	\$39.00	84.00	\$3,276.00
95 Phonics Booster Bundle: Summer School Edition – Rising 3rd Grade, Teacher's Package, 2021	PH4013.01.21	\$160.00	24.00	\$3,840.00
95 Phonics Booster Bundle: Summer School Edition – Rising 3rd Grade, Student Workbook Package, 2021, Pack of 5	PH4013.05.21	\$39.00	85.00	\$3,315.00
Shipping & Handling - 10% of printed product	Z8910	\$2,063.80	1.00	\$2,063.80

Subtotal \$22,701.80
Total Price \$22,701.80
Grand Total \$22,701.80

Limited 30 day return/replacement policy: All product returns require prior approval. Please contact orders@95percentgroup.com to receive authorization. 15% restocking fee on all printed Phonics Lesson Library products. 10% on all other printed products. NO returns on opened shrink wrapped product. Damaged materials (stamped, written on, damaged from usage by client) will not be accepted. All sales are final for 95 Phonics Booster Bundle: Summer School Edition. NO refunds, exchanges or returns.

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East Stroudsburg Area School District

Creating the Future!



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East Stroudsburg, PA 18301
Phone: (570) 424-8500 - Fax (570) 424-5646
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Dr. William Vitulli
Assistant Superintendent for District
Programs

Mr. Brian D. Baddick
Assistant Superintendent for Pupil Services

Mr. Craig D. Neiman
Chief Financial Officer

Food and Supply Bid Results:

The Food Service Department solicited bids for Bread and Dairy during the month of February 2021. The bids were advertised in the Pocono Record, on the website and sent out to previous bidders via US Mail.

The bid opening was conducted on Friday, March 19, 2021. Those in attendance included; Melissa Collevchio, Director of Food Services, Martha Determan, Food Service Secretary, Marilyn Possinger, Assistant Food Service Director and Marisela Horton, Business Office.

Three vendors submitted bids for Bread, those vendors include; Mirabito Baking Co., Bimbo Bakeries, and Rockland Bakery. There was only one bidder for Dairy/Milk - Pocono Mountain Dairies (PMD)

The following contracts were awarded:

Rockland Bakery - Bread

Pocono Mountain Dairy - Milk

The total Bread cost increase for the 21-22 school year is 5% (\$2,059). See attached analysis.

Milk pricing is established by the Pa Milk Marketing Board Region 3. Dairies cannot sell milk below that established price except when offering a volume discount.

Pocono Mountain Dairies are willing to honor the minimum price on all milk products which will fluctuate.

The following are the volume discounts that PMD will apply:

4% discount - 200 qt equivalent (single drop)

9% discount - 400 qt equivalent (single drop)

13% discount - 600 qt equivalent (single drop)

Both vendors currently service our District, have provided the lowest prices and we are very pleased with their products and services.

The East Stroudsburg Area School District hires only individuals legally authorized to work in the United States and does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in the admission of, access to, or in the provision of services, programs or employment. 9/19/07

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WG Split top dinner roll, 16 count
 Each slice must equal 1 grain equivalent
 Estimated Usage: 5,500 packs (16 count)

Rockland 20-21 bid price	Rockland Actual 21-22	Variance 20-21 / 21-22	% Change
16 pack	16 pack		
5500	5500		
16	16		
\$0.1625	\$0.1681		
\$ 2.60	\$ 2.69		
\$14,300.00	\$14,795.00	(\$495.00)	-3.3%

WG Hamburger roll 2 oz. /12count
 Must equal 2 grains equivalent
 Estimated Usage: 7,500 packs (12 count)

12 pack	12 pack		
7500	7500		
12	12		
\$0.1175	\$0.1242		
\$ 1.41	\$ 1.49		
\$10,575.00	\$11,175.00	(\$600.00)	-5.4%

WG Hot Dog roll 2 oz. /12 count
 Must equal 2 grains equivalent
 Estimated Usage: 4,000 packs (12 count)

12 pack	12 pack		
4000	4000		
12	12		
\$0.1175	\$0.1242		
\$ 1.41	\$ 1.49		
\$5,640.00	\$5,960.00	(\$320.00)	-5.4%

WG Wheat loaf 28 oz.
 Estimated Usage: 4,200 loaves

28 slices	28 slices		
4200	4200		
28	28		
\$0.0600	\$0.0625		
\$ 1.68	\$ 1.75		
\$7,056.00	\$7,350.00	(\$294.00)	-4.0%

WG Club roll 2.4 oz. Sliced/12 count
 Must equal 2 grains equivalent
 Estimated Usage: 2,500 packs (12 count)

12 roll	12 roll		
2500	2500		
12	12		
\$0.1883	\$0.2000		
\$ 2.26	\$ 2.40		
\$5,650.00	\$6,000.00	(\$350.00)	-5.8%
\$43,221.00	\$45,280.00	(\$2,059.00)	-5%

Trane Service Agreements

7/1/21 to 6/30/25 (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 Strubg Elem	\$4,184.00	\$4,297.00	\$4,413.00	\$4,532.00	\$4,654.00	\$22,080.00
FIS 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	\$3,362.00	\$3,433.00	\$3,507.00	\$3,583.00	\$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/FIS North	\$15,455.00	\$15,872.00	\$16,281.00	\$16,741.00	\$17,199.00	\$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 Strubg Elem	\$4,074.00	\$4,074.00	\$4,074.00	\$4,074.00	\$4,074.00	\$20,370.00
FIS 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	\$9,886.00	\$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/FIS 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



TRANE

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 DeAngelle
Cell: (570) 332-1880

Site Address

Bushkill Elementary
131 North School Drive
DINGMANS FERRY, PA 18328

Proposal ID

2949481

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949481

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 6 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 70-76%
- 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

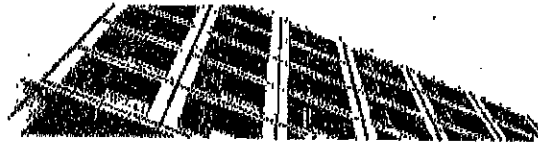
Our BAS service technicians will regularly inspect and maintain your building automation system. They will provide advice on ways to improve its reliability and energy efficiency.

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:

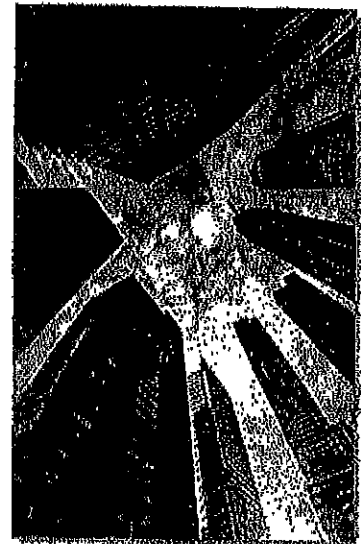
- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SAFETY

Since 2008, 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

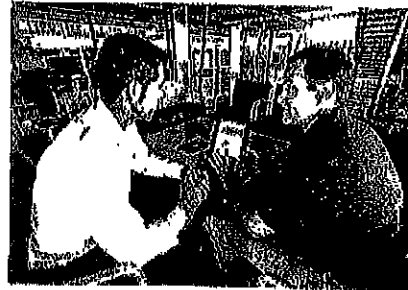


BAS SCOPE OF SERVICES

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 effects
- 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:

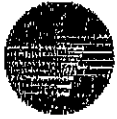
- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

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

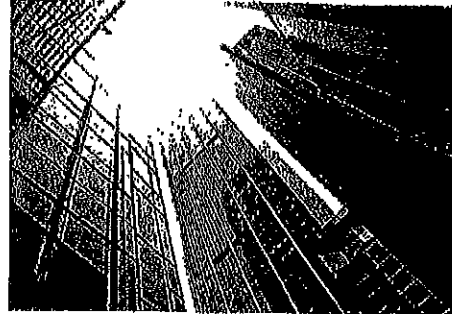


SCHEDULE REVIEW

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.

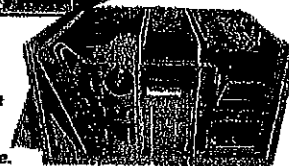
Advantages:

- 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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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:

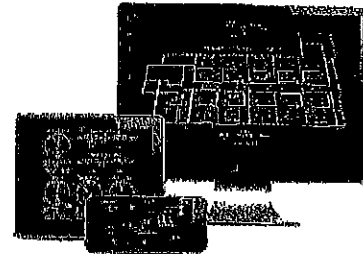
- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing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

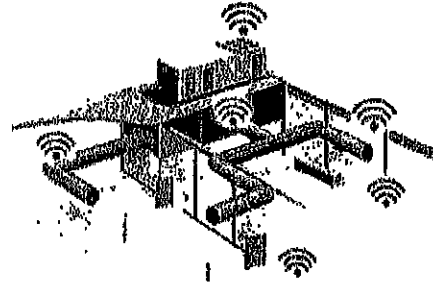


TRANE



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 services, including work that falls outside the scope of the Trane Service Agreement



BAS AND SYSTEMS COVERAGE

Bushkill Elementary

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
System Control Units	1	unknown	LP-FX8011	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.



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:

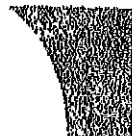
- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

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:

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	\$4,832.00	\$4,757.00	\$4,885.00
Quarterly Payment <i>plus tax reflects 2.5% financing charge</i>	\$1,125.20	\$1,155.89	\$1,186.95	\$1,218.98	\$1,251.75
<i>**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</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>	\$4,259.27	\$5,527.16	\$12,748.09	\$16,918.25	\$20,857.50
Prepayment Discount Savings <i>**</i>	\$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 18706.

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.
Authorized Representative	Submitted By: Vincent DeAngelis
Printed Name	Proposal Date: November 16, 2020
Title	Cell: (370) 332-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	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/trane-connected-services/terms>, 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 Customer in any event constitutes 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 amount outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.8% 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 repair 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 of 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, casings, casings, drains, 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 cabinet; 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 failures, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, and of life failures, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, explosion, or caused by acids or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (d) 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; (e) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (f) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (g) 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; (h) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (i) 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, losses, 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; (q) The cost of any additional replacement refrigerant; (r) Operation of any equipment; and (s) 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 contemporaneous 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 and 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, 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, suits, 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 masterpact 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; earthquakes; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; embargo; 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 Safety 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 of 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 therein, 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 60-60, 29 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 52.219-6 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: 52.219-9; 52.222-28; 52.222-36; 52.222-38; 52.227-34. 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 of 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 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 out, 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 successfully 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



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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 Indemnity. 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.

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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

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

JT Lambert Intermediate
2000 Milford Road
EAST STROUDSBURG, PA 18301

Proposal ID

2949498

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949498

November 18, 2020



TRANE



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	E16A82045	
Tracer SC	1	Trane	BMSC000AAA	E16A82046	
Tracer SC	1	Trane	BMSC000AAA	E16A82047	

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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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 greases, 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 5 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	RTAC1664U1	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	151310937D	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.



TRANE



PRICING AND ACCEPTANCE

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

Site Address:
JT Lambert Intermediate
2000 Millford 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 Refund 25% if no change</i>	\$2,549.18	\$2,618.11	\$2,688.83	\$2,761.36	\$2,836.92
Prepayment Discounts <i>Invoices 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</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>	\$9,949.66	\$10,318.07	\$28,879.84	\$36,326.46	\$47,250.90
Prepayment Discount Savings	\$298.44	\$846.98	\$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.

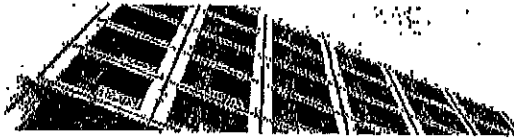
Term

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

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 DeAngella
Printed Name	Proposal Date: November 16, 2020
Title	Cell: (570) 932-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	Title
	Signature Date

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TRANE

TRANE SERVICE AGREEMENT

Trane Office

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

Trane Representative

Vincent DeAngella
Cell: (570) 332-1880

Proposal ID

2949763

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949758

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



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	E08F60031	BCU 2
Tracer Summit Building Management	1	Trane	BMTX001AAA	E08C71182	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.

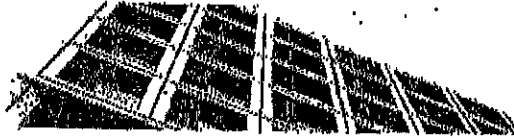
Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

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



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	U08G08344	

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.

1-19



TRANE



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

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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 ^{plus applicable tax}	\$3,283.00	\$3,382.00	\$3,473.00	\$3,567.00	\$3,669.00
Quarterly Payment ^{plus tax reflects 2.0% finance charge}	\$843.63	\$866.64	\$889.96	\$914.06	\$938.66
Prepayment Discounts - Invoices 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	6.0% Prepay 3 Years In Advance	7.5% Prepay 3 Years In Advance	10% Prepay 3 Years In Advance
Prepayment Due ^{plus applicable tax}	\$3,194.21	\$6,394.85	\$9,559.42	\$12,686.38	\$16,640.20
Prepayment Discount Savings ^{**}	\$98.79	\$280.35	\$589.58	\$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 (570) 821-4910 or by direct mail addressed to: 1186 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: November 16, 2020
Title	Cell: (570) 332-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	Title
	Signature Date

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TRANE

TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1185 North Washington Street
WILKES BARRE, PA 18706

Trane Representative

Vincent DeAngelle
Cell: (570) 332-1880

Proposal ID

2949512

Contact Telephone Number for Service

(570) 821-4910

Service Contract Number

2949512

Company Name

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

November 18, 2020



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



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
5160 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 2.6% financing charge</i>	\$843.83	\$866.64	\$889.96	\$914.05	\$938.55
<i>**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</i>	3% One Year In Advance	4.2% Prepay 2 Years In Advance	5.6% 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 <i>**</i>	\$98.79	\$280.35	\$586.58	\$1,026.83	\$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 18706.

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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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 90 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

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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
Title	Cell: (570) 332-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	Title
	Signature Date

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TRANE

TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1186 North Washington Street
WILKES BARRE, PA 18705

Trane Representative

Vincent DeAngelo
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
60 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

Site Address

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

November 16, 2020



TRANE



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 8
Tracer Summit Building Management	1	Trane	BMTX001AAB	E07J51087	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.

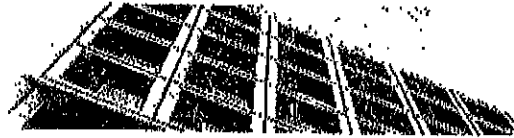
Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

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



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	U07E03136	

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.

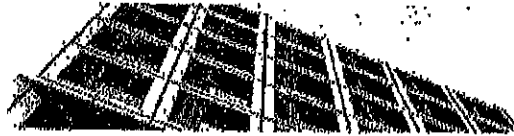
Clarifications:

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

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

Trane Service Agreement

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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>	\$7,848.00	\$8,169.00	\$8,363.00	\$8,609.00	\$8,841.00
Quarterly Payment <i>plus tax reflects 2.5% license charge</i>	\$2,036.68	\$2,091.77	\$2,146.15	\$2,206.06	\$2,266.61
Prepayment Discount <i>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</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>	\$7,709.88	\$15,434.34	\$23,073.86	\$30,620.26	\$37,749.80
Prepayment Discount Savings <i>plus applicable tax</i>	\$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 (670) 821-4810 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

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COVID-19 National Emergency Clause

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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 DeAngella
Printed Name	Proposal Date: November 16, 2020
Title	Cell: (570) 332-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	Title
	Signature Date

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ATTACHMENT VI. A. 6



TRANE

TRANE SERVICE AGREEMENT

Trane Office
Trane U.S. Inc.
1165 North Washington Street
WILKES BARRE, PA 18705

Trane Representative
Vincent DeAngella
Cell: (670) 332-1880

Proposal ID
2049497

Contact Telephone Number for Service
(670) 821-4910

Service Contract Number
2049497

Company Name
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

November 16, 2020



TRANE



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



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	U18E38231	

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.

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

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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

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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 2.0% finance charge</i>	\$1,626.15	\$1,689.98	\$1,716.08	\$1,761.46	\$1,808.13
**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>	\$6,156.62	\$12,322.75	\$18,421.75	\$24,447.76	\$30,141.00
Prepayment Discount Savings	\$190.38	\$540.25	\$1,134.25	\$1,882.25	\$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.

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TRANE



Cancellation by Customer Prior to Services; Refund

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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
Title	Cell: (670) 332-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	Title
	Signature Date

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TRANE

TRANE SERVICE AGREEMENT

Trane Office

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

Trane Representative

Vincent DeAngella
Cell: (670) 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

Rosica Elementary
1 Gravel Ridge Road
EAST STROUDSBURG, PA 18301

November 18, 2020



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	E11F67940	

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



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.

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:
Reslow 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 ^{plus applicable tax}	\$5,478.00	\$5,627.00	\$5,779.00	\$5,936.00	\$6,095.00
Quarterly Payment ^{plus tax rate of 1.5%}	\$1,404.00	\$1,441.82	\$1,480.87	\$1,520.85	\$1,561.85
Prepayment Discounts - Invoices to be issued at start of contract and is due not 15 days from date of invoice. Tax will be calculated based on the pre-discounted price.	3% One Year In Advance	4.2% Prepay 2 Years In Advance	5.8% Prepay 3 Years In Advance	7.6% Prepay 3 Years In Advance	10% Prepay 3 Years In Advance
Prepayment Due ^{plus applicable tax}	\$5,314.83	\$10,839.65	\$15,905.87	\$21,108.50	\$26,023.50
Prepayment Discount Savings	\$164.37	\$466.45	\$978.33	\$1,711.60	\$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 (670) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARE, PA 18705.

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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

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 DeAngella
Printed Name	Proposal Date: November 16, 2020
Title	Cell: (570) 332-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	Title
	Signature Date

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TRANE

TRANE SERVICE AGREEMENT

Trane Office

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

Trane Representative

Vincent DeAngella
Cell: (570) 332-1880

Proposal ID

2949504

Contact Telephone Number for Service

(570) 821-4010

Service Contract Number

2949504

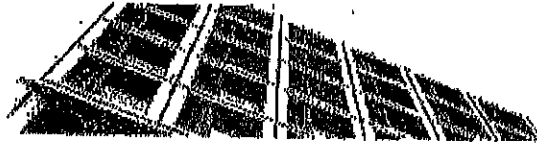
Company Name

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



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	Quantity Per Year
System Analysis and Review	2
Service Maintenance Plan (SMP)	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.

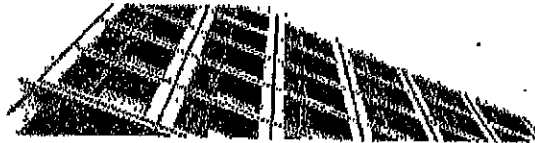
Software Updates: Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

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



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.

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TRANE



PRICING AND ACCEPTANCE

East Stroudsburg Area School District
50 Vine Street
PO Box 288
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
Annually Amount	\$15,455.00	\$16,872.00	\$16,801.00	\$16,741.00	\$17,193.00
Monthly Payment	\$3,960.36	\$4,067.20	\$4,177.13	\$4,289.88	\$4,405.71
Payment (Net 30) with 3% One Year In Advance	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
Payment due	\$14,991.35	\$30,011.27	\$44,865.58	\$59,541.33	\$73,405.80
Payment Disbursed Savings	\$463.65	\$1,315.73	\$2,782.42	\$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 (670) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.

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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
Title	Cell: (570) 332-1880
Purchase Order	Office:
Acceptance Date	License Number:
	Authorized Representative
	Title
	Signature Date

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Engineered Fire Protection Specialists
A KCPA COMPANY

433 Industrial Drive
North Wales, PA 19464

215-841-0100 Phone
215-841-9838 Fax

info@keystonefire.com
www.keystonefire.com

March 11, 2021

William Gouger
East Stroudsburg School District
50 Vine Street
East Stroudsburg, PA, 18301

Phone: (670) 866-4288
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.

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**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 invoices. 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 18% 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 this 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 28.1 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.

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**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 Companies (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 cooling 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 agents 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.a.
- 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.a.
- 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 VI. F. 2



PROUD PARTICIPANT
Member No. 040-068

438 Industrial Drive
North Wales, PA 19384
P (215) 644-0100
F (215) 644-8838
www.keystonofire.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	Middle Smithfield	LIFE SAFETY ADVISOR:	190
50 Vine Street	5180 Milford Road	PROPOSAL NO:	21-0573
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) 666-4204			

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)			
Control 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 - NOTES: 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 Rates	Agreement Rates
Normal Business Hours - 8:00 AM to 4:30 PM, Monday through Friday		
Extinguisher, Restaurant, or Shop Labor (Per Hour)	\$132.00	\$119.00
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	\$139.00
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 _____
 Printed Name _____
 Title _____
 Email Address _____ Date _____

Signature _____
 Printed Name **Joseph Martino**
 Title **Life Safety Advisor**
 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 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"/>	N/A
<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"/>	Control 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"/>	PRX-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

Please 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 _____

KEYSTONE FIRE PROTECTION CO.
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

East Stroudsburg 8D
21-0873

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 attorney's 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.**
Efficiency 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 warrant 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.

KEYSTONE FIRE PROTECTION CO.
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

East Stroudsburg SD
21-0578

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 and 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 8D
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 courier; 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:

LOG

NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)
1	Middle Smithfield	6180 Millford Road East Stroudsburg, PA
2		
3		
4		
5		
6		
7		
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LIST OF SYSTEM(S) TO BE SERVICED:

LOC.	SYS.	INSP.			
NO.	NO.	DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1	Apr	Central Station Monitoring	Building	Notifier 8030 Panel Installing Starlink per proposal #21-0672

EXHIBIT III: 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 services.

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).
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 EMPLOYERS 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 \$1,000,000 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, INTERFERER OR BROADBAND PROBLEMS AND INTERNET OR BROADBAND PROVIDER PROBLEMS, THERE IS NO INDICATION OF THIS FACT AT THE MONITORING FACILITY. FURTHER, YOU UNDERSTAND THAT (A) A VIDEO SYSTEM ENABLES COMPANY TO VIEW YOUR PREMISES ("PREMISES"), AND (B) 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 (A) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, OR ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (B) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING FACILITY, (C) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE RECORDING, (D) PRODUCT OR STRICT LIABILITY, OR (E) 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, ATTORNEY'S 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, CONSECUTIVELY 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 EXPENSES 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. **FALSA 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. **ENTIRE AGREEMENT.** THIS AGREEMENT BECOMES BINDING UPON COMPANY ONLY (A) 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 WRITING, OR (C) UPON COMMENCEMENT OF SERVICES, PROVIDED, HOWEVER, IN SUCH EVENT CLAUSE (A) APPLIES, YOU AGREE THAT (A) ANY AND ALL MODIFICATIONS TO THIS AGREEMENT BY YOU ARE DEEMED REJECTED BY COMPANY, AND (B) 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 ("SUITS") 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. **STATUTE OF LIMITATIONS.** 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 THIS SUIT IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.
14. **ASSIGNMENT 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 ("OPERATORS") 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 SERVICE"). 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 WHICH 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 (A) 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 (B) 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 COMMERCIAL 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 OR 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 (A) YOUR SOLE AND ABSOLUTE RESPONSIBILITY, AND (B) 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. ENTIRE 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 THERE IS NO RELIANCE 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 AND ABSOLUTE DISCRETION, SUBCONTRACT FOR THE PROVISION OF SERVICES UNDER THIS AGREEMENT. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT SHALL BE APPLICABLE TO ANY SUBCONTRACTOR 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, SURSTS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES (INDIVIDUALLY AND COLLECTIVELY, "ANY PERSON"), HEREBY CONSENT TO COMPANY INTERCEPTING, RECORDING, RETRIEVING, REVIEWING, COPYING, DELETING 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 (A) NOTIFY COMPANY IN WRITING, AND (B) 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 (A) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OR DEPENDENT PARTY AND NOT A PARTNER OR JOINT VENTURE WITH DEALER AND (B) COMPANY SHALL NOT BE LIABLE TO YOU DIRECTLY OR INDIRECTLY FOR ANY LIABILITY OR INDEMNITY FOR ANY BREACH OR BREACHES 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, DAMAGES 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'S REVOCATION. INFORMATION RETROACTIVELY. 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 BATHY AND CONFIRM A 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 YOUR ORIGINAL 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, DENY YOUR ACCESS TO COMPANY'S PORTAL AND OBTAIN ALL PASSWORDS OR OTHER ACCESS CODES.

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SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS (Cont.)

30. IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN ANY NUMBER OF COPIES, ANY ONE OF WHICH NEED NOT CONTAIN THE SIGNATURE OF MORE THAN ONE PARTY, BUT ALL OF WHICH TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENT. THE PARTIES AGREE THAT THIS AGREEMENT AND THE SIGNATURES AFFORDED 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 THIS 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 (A) 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 (B) VIDEO WITH AUDIO CAPABILITY ENABLES COMPANY TO RECORD, STORE AND REVIEW ORAL COMMUNICATIONS TRANSMITTED FROM THE VIDEO SYSTEM AT 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 DEARMING 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

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433 Industrial Drive
North Wales, PA 19454

215-841-0100 Phone
215-841-9636 Fax

Info@keystonefire.com
www.keystonefire.com

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 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

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Life Safety
MADE SIMPLE

the undersigned. We thank you for the opportunity to present this proposal and look forward to being of further services 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.

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**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 resolve 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 (including, without limitation unexpected hazardous materials, waste or substances). 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 disassemble 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.

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**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, servants, or employees. 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 this 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 agree 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, dust 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 26.a.
- 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 26.a.
- 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 professional 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

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Page 5 of 6



Attachment V.I.F. 4



488 Industrial Drive
North Wales, PA 19404
P (215) 841-0100
F (215) 841-0630
www.keystonofire.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 in accordance with this Agreement.

CUSTOMER:

East Stroudsburg SD
50 Vine Street
East Stroudsburg, PA
18301

ATTN: William Gouger
PHONE: (570) 424-0500
CELL: (570) 658-4288

SERVICE SITE INFO:

JT Lambert
2000 Milford Road
East Stroudsburg, PA
18301

PROPOSAL DATE: 3/11/2021
LIFE SAFETY ADVISOR: 180
PROPOSAL NO: 21-0571
AGREEMENT EFFECTIVE FROM: 4/1/2021 TO: 3/30/2024

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) ✓	\$635.00	(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		\$635.00	(Tax Exempt - NOTE: Customer must provide Company with valid exemption certificate to avoid being charged tax.)
Plus Applicable Tax		\$0.00	
ANNUAL INVESTMENT:		\$635.00	

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 "Panic 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 Times:

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 Rates	Agreement Rates
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)	\$135.00	\$125.00
Engineering & Project Management Labor	(Per Hour)	\$135.00	\$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	\$130.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$190.00	\$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)	\$131.00	\$150.00
Sprinkler, Alarm or Suppression Labor	(Per Hour)	\$224.00	\$137.00
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 _____
 Printed Name _____
 Title _____
 Email Address _____ Date _____

Signature _____
 Printed Name **Joseph Martino**
 Title **Life Safety Advisor**
 Date _____

ADDITIONAL REQUIRED SERVICES:

East Stroudsburg 6D

#1-0671

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 maintenance 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 28 (5 year intervals)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Sprinkler Gauge Replacement - required by NFPA Pamphlet 28 (5 year intervals)		<input type="checkbox"/>	N/A
<input type="checkbox"/>	Antifreeze Solution Testing - required by NFPA Pamphlet 28 (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. These 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"/>	N/A
<input type="checkbox"/>	Patio 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"/>	PFXTEND™ - Portable Fire Extinguisher Extended Maintenance Plan (available on 5-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 Agreement from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

KEYSTONE FIRE PROTECTION CO.
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

East Stroudsburg 8D
27-0671

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 21A 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 1.5% 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 attorney's 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 supplies or attachments; (c) moving the Equipment or System; or (d) the occurrence of any events set forth in Section 1.b;
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 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.

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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 not (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 supercedes 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
21-0871

- 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. **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., 439 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. **Attorney's Fees.** Customer shall pay Company's costs, attorneys' fees, and professional 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.
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NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)
1	JT Lambert	2000 Milford Road East Stroudsburg, PA
2		
3		
4		
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7		
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9		
10		
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LIST OF SYSTEM(S) TO BE SERVICED:

LOC. NO.	SYS. NO.	INSPECTION DUE	SYSTEM TYPE	AREA PROTECTED	DESCRIPTION OF SYSTEM
1	1	Apr	Central Station Monitoring	Building	Notifier 3030D Panel Installing Starlink per proposal #21-0670

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 (AELJ) 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).
4. Subscriber acknowledges and hereby agrees that he has read and fully understands the "Subscriber Monitoring Terms and Conditions"

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 ON THE CALL LIST, AND (B) UPON THE RECEIPT OF AN ABBORT CODE OR ORAL OR ELECTRONIC ADVISE 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 ABBORT CODE OR ORAL OR ELECTRONIC ADVISE 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 (A) MORE 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 COMMERCIALLY 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 TRANSMITTED 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 NEGLIGENCE 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 INCITEMENT (COLLECTIVELY, "INCITEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT THERE IS NO RELIANCE ON ANY INCITEMENT 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 PROVISIONS 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 SHALL BE 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. CONFIDENTIALITY, DISCLOSURE AND USE OF 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, DISCLOSURING 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. THIS 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 LOSS BY OR FROM THE RIGHT TO NOTICE AND CURE. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, YOU AGREE TO PROVIDE WRITTEN NOTICE TO COMPANY PROMPTLY 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 BY NOTIFICATION: RETROACTIVE DATE. YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF COME 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 YOUR DEALER 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 EXTENSIVE 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 CHANGE 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 PROVIDED 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 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, I.E., THE ARMING OR DISARMING OF THE SYSTEM, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT (A) ANY SUCH NOTICE IS CONDITIONED ON (I) RECEIPT OF THE DATA AT COMPANY'S CENTRAL STATION, (II) THE PROPER OPERATION OF COMMUNICATION EQUIPMENT, SERVICES, SYSTEMS AND NETWORKS INCLUDING, WITHOUT LIMITATION, THE INTERNET, AND (3) 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



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 #008-448 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: Bill Miller _____ Date January 4, 2021
Bill Miller

To process this order please sign and fax to (610) 626-3000 or email to carol@millerflooring.com



Corporate Office
827 Lynch Avenue Suite 111
West Chester, PA 19380
Tel: 610.626.3000 Fax: 610.626.3000

Virginia Office
5715 South Labuanum Avenue
Richmond, VA 23231
Tel: 804.405.4894 Fax: 610.626.3000

800.821.8611

A Division of Miller
Flooring Group

www.millerflooring.com

2021 Field Program

	Fisher & Son	Mahute Trading	Genesis Turf Grass
25-0-3 .15% Dimension 25% XCU	\$ 4,202.40	\$ 4,459.90	\$ 4,295.10
23-0-7 .2% Merit 40% XCU	\$ 5,747.40	\$ 6,046.10	\$ 4,641.18
28-0-3 50% XCU KCL	\$ 3,071.46	\$ 3,195.06	\$ 2,846.92
Tournament II Rye Seed	\$ 2,962.00	\$ 3,034.00	\$ 2,673.60
Total	\$ 15,983.26	\$ 16,735.06	\$ 14,456.80

Requested Delivery Date Ship Via

Terms

02-11-2021

FSC Truck

Net 30

Item	Description	Ordered	Shipped	UOM	Price	Amount
1 CUST	25-0-3 .15% DIMENSION 25% XCU SGN 220 50 LB	206.00	0.00	bag	20.40	4,202.40
2 LEBA	23-0-7 .2% MERIT 40% XCU SGN 220 50 LB	206.00	0.00	bag	27.90	5,747.40
3 6863	28-0-3 50% XCU KCL SGN 220 50 LB	206.00	0.00	bag	14.91	3,071.46
4 5316	TOURNAMENT II GLSR RYE BT SEED 50LB	40.00	0.00	bag	74.05	2,962.00
Sub-Total:						15,983.26
Freight Amount:						0.00
Sales Tax:						0.00
Total:						15,983.26

Close

Close

Bob Seltzer

Direct 610-704-4756

Daryle Miller <daryle-miller@esasd.net>

Tue, Mar 2, 2021 at 8:24 AM

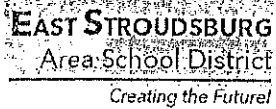
To: Eric Forsyth <eric-forsyth@esasd.net>, Jessie Lohmann <jessie-lohmann@esasd.net>

[Quoted text hidden]

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Eric Forsyth <eric-forsyth@esasd.net>

Thu, Mar 11, 2021 at 3:13 PM



Daryle Miller <daryle-miller@esasd.net>

2021 Program Pricing

4 messages

Bob Seltzer <bseltzer@fisherandson.com>

Wed, Feb 10, 2021 at 12:33 PM

To: Daryle Miller - East Stroudsburg SD <daryle-miller@esasd.net>

Daryle,

Trust all is well. I have made up your 2021 field programs. The focus is to add more nitrogen. The products listed below on the quote will provide over 3.5 lbs. of nitrogen for the season. Penn State recommends at a minimum of 3 lbs of nitrogen per year to have adequate nitrogen on athletic fields. Penn State also recommends to apply seed though out the season. You will still need to apply some weed controls in season for broadleaf, nutsedge, etc. This will add minimal costs to your program. Last years weed control purchases were \$1390.40. I would assume 2021 will be very similar. I know you have been working on the lower fields at south campus for nutsedge and this year should have a lot less to control.

Costar number and contract are listed under the comments section of quote. If any questions please let me know.

Quote Details

Order Number: QO-0000216660

Order Date: 02-08-2021

Purchase Order Number: Quote

Fisher & Son Company, Inc.
110 Summit Drive
Exton, PA 19341
USA
8002622127

Sold To

East Stroudsburg Area School District
50 Vine Street

East Stroudsburg, PA 18301
USA

Ship To

East Stroudsburg Area School District
150 WALNUT ST
*****straight truck only***** deliveries must be before 12pm
East Stroudsburg, PA 18301
USA

Comments:

COSTARS#118461 CONTRACT#029-038

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Quote 3/4/2021
(valid for 90 days)
East Stroudsburg School
District
50 Vine St
East Stroudsburg PA 18301

Quantity:	Item:	Price:
206	25-0-3 .15% Dimension, 25% XCU	\$ 21.65
206	23-0-7 .2% Merit 40% XCU	\$ 29.35
206	28-0-3 50% XCU KCL	\$ 15.52
	40' Tournament II Rye Seed	\$ 75.85

Thom Mahute
Mahute Trading Co
Lancaster PA 17601
mahutetrading@gmail.com

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Total:

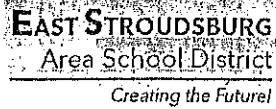
\$ 4,459.90

\$ 6,046.10

\$ 3,195.06

\$ 3,034.00

\$ 16,735.06



Daryle Miller <daryle-miller@esasd.net>

2021 prices

1 message

Brian Bachman <bbachman@genesisturfgrassinc.com>
To: "Daryle Miller (daryle-miller@esasd.net)" <daryle-miller@esasd.net>

Tue, Apr 13, 2021 at 7:49 AM

Good morning Daryle,

Here is the pricing for this year.....let me know if you have any questions. Thanks

25-0-3 25% XCU .15% dimension

\$20.85/bag

206 bags, total \$4,295.10

23-0-7 40% XCU, .2% merit

\$22.53/bag

206 bags, total \$4,641.18

28-0-3 50% XCU

\$13.82/bag

206 bags, total \$2,846.92

RX Perennial Rye Blend

\$66.84/bag

40 bags, total \$2,673.60

Total for all products: \$14,456.80

Brian Bachman*Genesis Turfgrass Inc*

Mobile: 484-661-6105

Fax: 484-601-3164

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bbachman@genesisturfgrassinc.com

NORTHAMPTON/MONROE/PIKE COUNTY JOINT PURCHASING BOARD
 SUMMARY OF BID AWARDS
 2021-2022 SCHOOL YEAR

ITEM	COMPANY AWARDED	ITEM DESCRIPTION	BRAND NAME	CASE QTY	PRICE	TOTAL AMOUNT
IP-1	OFFICE BASICS	Index Paper, 8 1/2x11, White	NEENAH EXACT	25	\$ 48.00	\$1,200.00
IP-2	OFFICE BASICS	Index Paper, 8 1/2x11, Blue	EXACT	5	\$ 56.00	\$280.00
IP-4	OFFICE BASICS	Index Paper, 8 1/2 x 11, Canary	EXACT	10	\$ 56.00	\$560.00
IP-5	OFFICE BASICS	Index Paper, 8 1/2 x 11, Green	EXACT	10	\$ 56.00	\$560.00
PT-1	W.B.MASON	Towels, Paper-Scott, M-Fold	SCOTT	26	\$ 30.66	\$797.16
EAST STROUDSBURG ASD TOTAL						\$3,397.16

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ATTACHMENT VI. B. 4.

Scott Ihle <scott-ihle@esasd.net>

Form 611

1 message

Google Forms <forms-receipts-noreply@google.com>
To: scott-ihle@esasd.net

Tue, Mar 16, 2021 at 1:45 PM

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

187

Building *

J.T. Lambert

What service or item are you requesting? *

Exterior Door #25 replacement

Why are you requesting the service or item? *

Exsting 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

188

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.

Pennaylvania 143428

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Which Fund will be charged? *

10 ▼

What account will be charged? *

10-2820-431-000-20-517-008-00-000

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

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



THE A. G. MAURO COMPANY

588 INDUSTRIAL DRIVE, LEWISBERRY, PA 17889
TELEPHONE: (717) 988-4674
FAX: (717) 988-2474

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 HPT
 - 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



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

2851 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	Pos. 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>		

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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

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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

JOBSITE:

JT Lambert Intermediate School
 2000 Millford 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

<p>Acceptance of Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.</p>	<p>East Stroudsburg Area School District</p>
	<p>By: _____</p>
	<p>Printed Name: _____</p>
	<p>Title: _____</p>

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 Attn: 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: <ul style="list-style-type: none"> - Remove Existing Doors and Frame - Install New Doors and Frame Per Specs as Provided by Customer - Existing Card Access - Re-use PTR 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 <ul style="list-style-type: none"> - MO: 72" x 84" - JO: 5-3/4" - Face: 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
FT Lambert Building

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

Qty	Description	U/M
1	Curries 707T 18 Gauge A60 Only. K Closed Top Hollow Metal Doors x Half Glass x Prepped & Reinforced for Hardware - RHRA - 2/34" x 84"	ea
2	Anequostat - 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	Rookwood BF138 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

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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	Recess 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 30 DAYS AND BASED ON THE QUANTITIES LISTED		Sales Tax (6.0%)	\$0.00
		Total	\$9,218.33

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East Stroudsburg Area SD, PA



JOURNAL INQUIRY

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021 09	16 BUA	03/03/2021	03/03/2021	supp	Kira-holden	I	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10002880	640					ACCOUNT DESCRIPTION			
	10-1110-640-000-20-518-190-000-0000-						supplies		499.32	
2	10002880	610					LISSOCstudybooks/Period supplies	499.32		
	10-1110-610-000-20-518-190-000-0000-						LISSOCstGen Sup			

** JOURNAL TOTAL 0.00 0.00

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021 09	32 BUA	03/04/2021	03/04/2021	438 to 610	Jessica-barlotta	I	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10012350	438					ACCOUNT DESCRIPTION			
	10-2844-438-000-00-006-000-0000-						J.B.			
2	10012350	610					ITEC Mnt/Rpr/Upgrade	2,000.00		
	10-2844-610-000-00-006-000-0000-						ITEC Gen Sup			

** JOURNAL TOTAL 0.00 0.00

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021 09	50 BUA	03/09/2021	03/09/2021	diesel	Insdown-rohrer	I	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10011670	752					ACCOUNT DESCRIPTION			
	10-2720-752-000-00-007-000-0000-						TankNo			
2	10270140	627					Diesel Tank Insurance	2,000.00		
	10-2720-627-000-30-819-007-000-0000-						TransportationNorthdieselFuel			

** JOURNAL TOTAL 0.00 0.00

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021 09	104 BUA	03/10/2021	03/10/2021	Supplies	Matthew-whitney	I	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10011670	752					ACCOUNT DESCRIPTION			
	10-2720-752-000-00-007-000-0000-						TankNo			
2	10270140	627					Diesel Tank Insurance	2,000.00		
	10-2720-627-000-30-819-007-000-0000-						TransportationNorthdieselFuel			

** JOURNAL TOTAL 0.00 0.00

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East Stroudsburg Area SD, PA



JOURNAL INQUIRY

YEAR PER JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT OB
2021 09	104 BUA	03/10/2021	Supplies	Bmatthew-whitney	I	N	Hist	2021					
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	DESCRIPTION	DEBIT	CREDIT OB			
1	10002410	432					JTLInstrMusicRep&MaintEq		1,729.00	1,729.00			
2	10002410	610					JTLInstrMusicGen Sup		297.00	297.00			
3	10002410	810					JTLInstrMusicDues&Fees		50.78	50.78			
4	10002410	610					JTLInstrMusicGen Sup		544.00	544.00			
5	10002410	650					JTLInstrMusicSupplies Tech		74.34	74.34			
6	10002410	610					JTLInstrMusicGen Sup		164.84	164.84			
7	10002410	610					JTLInstrMusicGen Sup						
8	10012830	810					JTLInstrMusicDues&Fees						
9	10002410	610					JTLInstrMusicGen Sup						
10	10012830	432					JTLInstrMusicRep&MaintEq						
11	10012830	610					JTLInstrMusicGen Sup						
12	10002410	610					JTLInstrMusicGen Sup						
										** JOURNAL TOTAL		0.00	0.00

YEAR PER JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT OB
2021 09	142 BUA	03/11/2021	cover maint	ammy-walsh	I	N	Hist	2021					
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	DESCRIPTION	DEBIT	CREDIT OB			
1	10009450	610					cover maintenance		57.35	57.35			
2	10001980	438					RESPrincipalgen Sup		57.35	57.35			
							cover maintenance						
							RESRegularMnt/Rpr/Upgrade						
										** JOURNAL TOTAL		0.00	0.00

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East Stroudsburg Area SD, PA



JOURNAL INQUIRY

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	DEBIT	CREDIT OB
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2021	09	143 BUA	03/11/2021	cover supptammy-wa	1	RESPrincipalGen Sup			
1	10009450	610	TW	10-2380-610-000-10-215-000-0000-		RESRegularGen Sup	210.58		210.58
2	10001980	610	TW	10-1110-610-000-10-215-110-000-0000-					

** JOURNAL TOTAL 0.00 0.00

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	DEBIT	CREDIT OB
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2021	09	145 BUA	03/11/2021	ph ed balatammy-wa	1	RESPrincipalGen Sup			
1	10009450	610	TW	10-2380-610-000-10-215-000-0000-		RESHealthPhysEdGen Sup	1.10		1.10
2	10002080	610	TW	10-1110-610-000-10-215-140-000-0000-					

** JOURNAL TOTAL 0.00 0.00

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	DEBIT	CREDIT OB
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2021	09	147 BUA	03/11/2021	Transfer patherine-tynemouth	1	LISvocalStudentActGen Sup			
1	10012870	610	LIS Stevens	10-3210-610-000-20-518-121-000-0000-		RESVocalRep&MaintEq	950.00		950.00
2	10002020	432	LIS Stevens	10-1110-432-000-10-215-121-000-0000-					

** JOURNAL TOTAL 0.00 0.00

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	DEBIT	CREDIT OB
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2021	09	155 BUA	03/12/2021	clear - lorena-rosado	1	RESVocalRep&MaintEq			
1	10012870	610	LIS Stevens	10-3210-610-000-20-518-121-000-0000-		RESVocalRep&MaintEq	950.00		950.00
2	10002020	432	LIS Stevens	10-1110-432-000-10-215-121-000-0000-					

** JOURNAL TOTAL 0.00 0.00

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East Stroudsburg Area SD, PA



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT	OB
2021	09	155	BUA	03/12/2021	03/12/2021	clear -	Torena-rosado			I	N	Hist	2021				

1	10002570	432	10-1110-432-000-20-517-240-000-0000-					JTLFamConSciRep&MaintEq							3,572.62		
2	10009570	432	10-2380-432-000-20-517-000-000-0000-					JTLPrincipaRep&MaintEq					2,800.00				
3	10009570	810	10-2380-810-000-20-517-000-000-0000-					JTLPrincipaDues&Fees					772.62				

** JOURNAL TOTAL 0.00 0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT	OB
2021	09	156	BUA	03/12/2021	03/12/2021	clear -	Torena-rosado			I	N	Hist	2021				

1	10012850	550	10-3210-550-000-20-517-510-000-0000-					JTLStudentActivityPrint&bind							495.00		
2	10009570	531	10-2380-531-000-20-517-000-000-0000-					JTLPrincipaPostage					495.00				

** JOURNAL TOTAL 0.00 0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT	OB
2021	09	168	BUA	03/15/2021	03/15/2021	Balance	paul-bakner			I	N	Hist	2021				

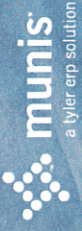
1	10012970	330	10-3210-330-000-30-819-125-000-0000-					Rectify negative balance							180.21		
2	10003180	640	10-1110-640-000-30-819-125-000-0000-					EHNInstrMusicOtherProfSVC					180.21				
								Rectify negative balance									
								EHN Instr.MusicBooks/Period									

** JOURNAL TOTAL 0.00 0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LINE DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT	OB
2021	09	171	BUA	03/15/2021	03/15/2021	Conference	susan-cole			I	N	Hist	2021				

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East Stroudsburg Area SD, PA



JOURNAL INQUIRY

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT	OB
2021	09	171 BUA	03/15/2021	03/15/2021	Conference	susan-cole									I	N	Hist	2021				
1	10011940	360			SJC									Insufficient funds						115.00		
2	10-2834-360-000-10-213-602-000-0000-				SJC		JMH Empee Training&Development							Insufficient funds							115.00	
3	10-2834-360-000-30-819-602-000-0000-				SJC		EHNMedicalTraining&Development							Insufficient funds						115.00		
4	10-2834-360-000-30-820-602-000-0000-				SJC		EHS Medical Training&Develop							Insufficient funds							115.00	
5	10-2834-360-000-30-819-602-000-0000-				SJC		EHNMedicalTraining&Development							Insufficient funds						25.15		
6	10-2834-360-000-20-518-602-000-0000-				SJC		Emplyee Training&Development							Insufficient funds							25.15	
	10-2834-360-000-30-819-602-000-0000-				SJC		EHNMedicalTraining&Development															

** JOURNAL TOTAL 0.00

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ACCOUNT	LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT	OB
2021	09	185 BUA	03/16/2021	03/16/2021	Cvr an inv	vamy-snyder									I	N	Hist	2021				
1	10011900	360			ajs		oethPupilPerTravel&Development							covering an invoice							483.48	
2	10-2834-360-000-10-000-009-000-0000-				ajs		oethPupilPerTravel&Development							covering an invoice							483.48	
3	10-2834-360-000-30-000-009-000-0000-				ajs		Emplyee Training&Development							covering an invoice							1,700.00	
4	10-2190-581-000-00-000-009-000-0000-				ajs		oethPupilPer IndistrictTrvl							covering an invoice							900.00	
5	10-2834-580-000-10-000-009-000-0000-				ajs		oethPupilPerTravel/Conf							covering an invoice							100.00	
6	10-2834-580-000-20-000-009-000-0000-				ajs		oethPupilPerTravel/Conf							covering an invoice							846.64	
7	10-2834-580-000-30-000-009-000-0000-				ajs		oethPupilPerTravel/Conf							covering an invoice						4,513.60		
	10-2111-360-000-00-000-009-000-0000-				ajs		Emplyee Training&Development															

** JOURNAL TOTAL 0.00

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East Stroudsburg Area SD, PA

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	207	BUA	03/17/2021	03/17/2021	Transfer	Imatthew-Flicker	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE DESCRIPTION	DEBIT	CREDIT	OB	
1	10002740	810					LISInstrMusicDues&Fees		263.00			
2	10002740	650					LISInstrMusicSupplies Tech		147.00			
3	10002740	432					LISInstrMusicRep&MaintEq		1,818.93			
4	10012890	513					LISInstrMusicContracted		750.00			
5	10002740	610					LISInstrMusicGen Sup	2,978.93				
** JOURNAL TOTAL											0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	228	BUA	03/18/2021	03/18/2021	Catrillo	debra-ecenbarger	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE DESCRIPTION	DEBIT	CREDIT	OB	
1	10013110	580					graduation		1,450.00			
2	10009870	891					EHSstudentActivityTravel/conf					
	10-2390-891-000-30-820-000-000-0000-						graduation					
	10-2390-891-000-30-820-000-000-0000-						EHS GraduationAdmiMiscExpense					
** JOURNAL TOTAL											0.00	0.00

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	229	BUA	03/18/2021	03/18/2021	Catrillo	debra-ecenbarger	1	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE DESCRIPTION	DEBIT	CREDIT	OB	
1	10009730	810					graduation		2,400.00			
2	10009870	891					EHSPrincipalDues&Fees					
	10-2380-810-000-30-820-000-000-0000-						graduation					
	10-2390-891-000-30-820-000-000-0000-						EHS GraduationAdmiMiscExpense					
3	10009730	580					graduation		2,000.00			
	10-2380-580-000-30-820-000-000-0000-						EHSPrincipalTravel/Conf					
	10-2390-891-000-30-820-000-000-0000-						graduation					
	10-2390-891-000-30-820-000-000-0000-						EHS GraduationAdmiMiscExpense					
** JOURNAL TOTAL											0.00	0.00



East Stroudsburg Area SD, PA

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	244	BUA	03/19/2021	03/19/2021	Transfer	jessie-lohmann	I	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE DESCRIPTION			DEBIT	CREDIT

1	10012250	580										
10	2836	580	000	000	022	000	0000	AdminServicesTravel/Conf			2,013.55	
2	10280050	810						AdminServicesDues&Fees				
10	2840	810	000	000	022	000	0000				2,013.55	

** JOURNAL TOTAL 0.00 0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	246	BUA	03/19/2021	03/19/2021	Transfer	jessie-lohmann	I	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE DESCRIPTION			DEBIT	CREDIT

1	10006770	810										
10	2170	810	000	000	022	000	0000	ChildAccountingDues&Fees			190.90	
2	10006770	438						ChildAccountinMnt/Rpr/Upgrade				190.90
10	2170	438	000	000	022	000	0000					

** JOURNAL TOTAL 0.00 0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	247	BUA	03/19/2021	03/19/2021	Transfer	jessie-lohmann	I	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE DESCRIPTION			DEBIT	CREDIT

1	10012250	360										
10	2836	360	000	000	022	000	0000	AdminServiceTraining&Dev.			251.82	
2	10280050	531						AdminServicesPostage				251.82
10	2840	531	000	000	022	000	0000					

** JOURNAL TOTAL 0.00 0.00

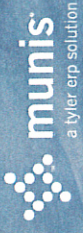
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	09	281	BUA	03/23/2021	03/23/2021	Case	paul-bakner	I	N	Hist	2021	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE DESCRIPTION			DEBIT	CREDIT

1	10012250	360										
10	2836	360	000	000	022	000	0000	AdminServiceTraining&Dev.			251.82	
2	10280050	531						AdminServicesPostage				251.82
10	2840	531	000	000	022	000	0000					

** JOURNAL TOTAL 0.00 0.00

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East Stroudsburg Area SD, PA



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF	DATE	ENT	DATE	JNL	DESC	CLERK	AUTO-REV	STATUS	BUD	YEAR	JNL	TYPE
2021	09	281	BUA	03/23/2021	03/23/2021	Case	REF3	REF1	REF2	REF3	N	Hist	2021			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE	DESCRIPTION	ENTITY	DEBIT	CREDIT	OB			
1	10001880	610					Instrument Case						14.00			
2	10-1110-610-000-10-214-125-000-0000-						MSEInstrMusicGen Sup									
3	10001520	610					Instrument Case				14.00					
4	10-1110-610-000-10-212-125-000-0000-						ESEInstrMusicGen Sup						294.00			
5	10001520	650					Instrument Case									
6	10-1110-650-000-10-212-125-000-0000-						ESEInstrMusicSupplies Tech				294.00					
7	10001520	610					Instrument Case									
8	10-1110-610-000-10-212-125-000-0000-						ESEInstrMusicGen Sup									
** JOURNAL TOTAL													0.00	0.00		

YEAR	PER	JOURNAL	SRC	EFF	DATE	ENT	DATE	JNL	DESC	CLERK	AUTO-REV	STATUS	BUD	YEAR	JNL	TYPE
2021	09	312	BUA	03/24/2021	03/24/2021	Catrillo	REF3	REF1	REF2	REF3	N	Hist	2021			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE	DESCRIPTION	ENTITY	DEBIT	CREDIT	OB			
1	10009730	650					graduation						2,100.00			
2	10-2380-650-000-30-820-000-000-0000-						EHS Principal Supplies Tech									
3	10009870	891					graduation				2,100.00					
4	10-2390-891-000-30-820-000-000-0000-						EHS GraduationAdminMiscExpense									
** JOURNAL TOTAL													0.00	0.00		

YEAR	PER	JOURNAL	SRC	EFF	DATE	ENT	DATE	JNL	DESC	CLERK	AUTO-REV	STATUS	BUD	YEAR	JNL	TYPE
2021	09	335	BUA	03/25/2021	03/25/2021	clear	REF3	REF1	REF2	REF3	N	Hist	2021			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT	LINE	DESCRIPTION	ENTITY	DEBIT	CREDIT	OB			
1	10012030	360					Emplyee Training&bevelopment						89.87			
2	10-2834-360-000-20-517-602-000-0000-						JTLSDevNonInstcercTravel/Conf						200.00			
3	10020790	580					JTLReadingTravel/Conf						300.00			
4	10-2271-580-000-20-517-151-000-0000-						JTL Reading Training&Develop						500.00			
5	10009570	581					JTLPrincipalIndistrictTrv				1,089.87					
6	10-2380-581-000-20-517-000-000-0000-															
** JOURNAL TOTAL													0.00	0.00		

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East Stroudsburg Area SD, PA



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF	DATE	ENT	DATE	JNL	DESC	CLERK	ACCOUNT	LINE	DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD	YEAR	JNL	TYPE	DEBIT	CREDIT	OB																					
2021	09	339	BUA	03/25/2021	03/25/2021	cover	neg	1	IRA-HOLDEN	I	N	HIST	2021																															
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3																					
1	10009630	810											negative								500.00																							
2	10-2380-810-000-20-518-000-000-0000-												LISPrincipalDues&Fees								500.00																							
3	10012910	810											negative								150.00																							
4	10-3210-810-000-20-518-510-000-0000-												LISRegularDues&Fees																															
	10002660	610											negative																															
	10-1110-610-000-20-518-110-000-0000-												LISRegularGen Sup																															
** JOURNAL TOTAL																							0.00																					

YEAR	PER	JOURNAL	SRC	EFF	DATE	ENT	DATE	JNL	DESC	CLERK	ACCOUNT	LINE	DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD	YEAR	JNL	TYPE	DEBIT	CREDIT	OB																					
2021	09	341	BUA	03/25/2021	03/25/2021	For	Copier	patricia-rosado	I	N	HIST	2021																																
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3																					
1	10009060	610											Transferring for Copier																															
2	10-2360-610-000-00-000-002-000-0000-												Superintendent Gen Sup								800.00																							
	10009060	438											Transferring for Copier																															
	10-2360-438-000-00-000-002-000-0000-												Superintendent Mnt/Rpr/Upgrade																															
** JOURNAL TOTAL																							0.00																					

YEAR	PER	JOURNAL	SRC	EFF	DATE	ENT	DATE	JNL	DESC	CLERK	ACCOUNT	LINE	DESCRIPTION	ENTITY	AUTO-REV	STATUS	BUD	YEAR	JNL	TYPE	DEBIT	CREDIT	OB																					
2021	09	342	BUA	03/25/2021	03/25/2021	debra-ecenbarger	I	N	HIST	2021																																		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3	REF3																					
1	10009730	650											tec supplies																															
2	10-2380-650-000-30-820-000-000-0000-												EHS Principal Supplies Tech								400.00																							
	10009730	580											principal conference																															
	10-2380-580-000-30-820-000-000-0000-												EHSPrincipalTravel/Conf																															
** JOURNAL TOTAL																							0.00																					

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East Stroudsburg Area SD, PA



JOURNAL INQUIRY

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT	OB
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	I	N	Hist	2021			
ACCOUNT													
1	10009270	810											
	10-2380-810-000-10-212-000-000-0000-												
												130.00	
2	10280020	580											
	10-2834-580-000-10-212-000-000-0000-												
												339.00	
3	10280020	360											
	10-2834-360-000-10-212-000-000-0000-												
4	10009270	810											
	10-2380-810-000-10-212-000-000-0000-												
												339.00	
** JOURNAL TOTAL											0.00	0.00	
YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT	OB
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	I	N	Hist	2021			
ACCOUNT													
1	10009510	550											
	10-2380-550-000-10-216-000-000-0000-												
												220.00	
2	10009510	438											
	10-2380-438-000-10-216-000-000-0000-												
												107.75	
3	10009510	610											
	10-2380-610-000-10-216-000-000-0000-												
												11.25	
4	10009510	581											
	10-2380-581-000-10-216-000-000-0000-												
												339.00	
** JOURNAL TOTAL											0.00	0.00	
YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT	OB
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	I	N	Hist	2021			
ACCOUNT													
1	10002550	513											
	10-1110-513-000-20-517-190-000-0000-												
												2,000.00	
2	10002510	610											
	10-1110-610-000-20-517-170-000-0000-												
												1,500.00	
3	10009570	610											
	10-2380-610-000-20-517-000-000-0000-												
												3,500.00	
** JOURNAL TOTAL											0.00	0.00	

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East Stroudsburg Area SD, PA



JOURNAL INQUIRY

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT OB
2021 09	394 BUA	03/30/2021	03/30/2021	p. tuning	lorena-rosado	I	N	Hist	2021			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3					ACCOUNT DESCRIPTION	

1	10002370	330									JTLVocalOtherProfSvc	337.50
2	10002370	432									JTLVocalRep&MaintEq	337.50

** JOURNAL TOTAL 0.00 0.00

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT OB
2021 09	397 BUA	03/30/2021	03/30/2021	ASCD	denise-schaa	I	N	Hist	2021			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3					ACCOUNT DESCRIPTION	

1	10001250	610	ds	ASCD							cover 2019 PA ASCD conf.	465.00
2	10011910	360	ds	ASCD							BESRegularGen Sup	465.00
											cover 2019 PA ASCD conf.	
											BESPrincipTraining&Development	

** JOURNAL TOTAL 0.00 0.00

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	DEBIT	CREDIT OB
2021 09	418 BUA	03/30/2021	03/30/2021	wrong tran	catherine-tyne	I	N	Hist	2021			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3					ACCOUNT DESCRIPTION	

1	10002020	432									RESVocalRep&MaintEq	950.00
2	10002700	432									LISVocalRep&MaintEq	950.00

** JOURNAL TOTAL 0.00 0.00

** GRAND TOTAL 0.00 0.00

31 Journals printed

** END OF REPORT - Generated by Diane Kelly **

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East Stroudsburg Area SD, PA

PAID CHECK RUN REPORT

CHECK RUN: 210309

* TO FISCAL 2021/09 03/06/2021 TO 03/11/2021

VENDOR NAME	CHECK NO	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	AMOUNT
2502 PA SCHOOL BOARDS ASSOCIATION (PSBA)	1229 P	03/09/21	10008960 640	School Board SvcBooks/Perf	30.90
VENDOR TOTALS			15,871.32 YTD INVOICED	30.90 YTD PAID	30.90
				REPORT TOTALS	30.90
			TOTAL PRINTED CHECKS	COUNT	AMOUNT
					30.90

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East Stroudsburg Area SD, PA

PAID CHECK RUN REPORT

CHECK RUN: 210311

✕ TO FISCAL 2021/09 03/06/2021 TO 03/11/2021

VENDOR NAME	CHECK NO	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	AMOUNT
3249 W.B. MASON CO., INC.	251969 P	03/11/21	10011670 348	Transportation, Prof SVC Te	4,500.00
			4,500.00 YTD PAID		4,500.00
3326 WOODWIND & BRASSWIND	251970 P	03/11/21	10010830 610	SMI Custodial Gen Sup	65.60
			65.60 YTD PAID		65.60
VENDOR TOTALS	251971 P	03/11/21	10001840 610	MSEVocal Gen Sup	70.36
			70.36 YTD PAID		70.36
REPORT TOTALS					1,114,125.94

TOTAL PRINTED CHECKS ~~25~~ 25 AMOUNT ~~1,114,125.94~~ 1,114,125.94

** END OF REPORT - Generated by Sonya Burch **

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East Stroudsburg Area School District

Date Range 3/12/21 through 4/9/21

Listing of Bills

Row Labels	Date	Vendor Name	Invoice Description	Check Amount
1230	03/12/2021	COOPER ELECTRIC SUPPLY CO.	MAINTENANCE ELECTRICAL SUPPLIES	6,306.82
1231	03/12/2021	CRAMER'S HOME CENTER	north site lights	18,280.00
1232	03/12/2021	FEDEX	crammers open po	945.13
1233	03/12/2021	HAIJOCA CORPORATION	ITECH AMAZON RETURNS	53.02
1234	03/12/2021	JMS BARTONSVILLE LLC	MAINTENANCE PLUMBING SUPPLIES	1,971.47
1235	03/12/2021	NATIONAL ATHLETIC TRAINER'S ASSOCIATION	HS SOUTH GIRLS BASKETBALL MEAL	129.20
1236	03/12/2021	PCARD VENDOR	NORTH ATHLETIC TRAINER NATA DUES	254.00
1237	03/12/2021	PENNSYLVANIA STATE UNIVERSITY	ANNUAL MEMBERSHIP FOR ADMINISTRATION SERVICES	15.90
1238	03/12/2021	ZOOM VIDEOS COMMUNICATIONS, INC	Category 23 pesticide license study material	153.10
1239	03/12/2021	KEYCO DISTRIBUTORS INC.	Zoom - STUDENT REGISTRATION	59.96
1240	03/12/2021	PASBO	cafeteria supplies - D FLYNN	309.95
1241	03/12/2021	PCARD VENDOR	PASBO COMMONWEALTH BUDGET SEMINAR 2/4/21	80.00
1242	03/12/2021	WWW.NOTARY.ORG	HS NORTH FCS SUPPLIES - A BRIGGS-REICHART	408.47
1243	03/12/2021	WALMART COMMUNITY/GEMB	NOTARY RENEWAL - P ROSADO	441.57
1244	03/22/2021	HUDL	LEHMAN FCS SUPPLIES - D MORETTO	277.40
1245	03/22/2021	AMERICAN DENTAL HYGIENISTS ASSOCIATION	HUDL ASSIST FOR BOYS BASKETBALL	446.30
1246	03/22/2021	COOPER ELECTRIC SUPPLY CO.	Karen Buis Dental MEMBERSHIP D	304.00
1247	03/22/2021	CRAMER'S HOME CENTER	MAINTENANCE ELECTRICAL SUPPLIES AND TOOLS	25,472.23
1248	03/22/2021	FEDEX	GROUPS, MAINTENANCE & CUSTODIAL SUPPLIES	2,669.77
1249	03/22/2021	HAIJOCA CORPORATION	ITEC- APPLE FINANCE CONTRACT MAILING	25.30
1250	03/22/2021	JMS BARTONSVILLE LLC	MAINTENANCE JANUARY PLUMBING SUPPLIES	6,880.78
1251	03/22/2021	NEXTLEVEL TRAINING, LLC	HS SOUTH GIRLS BASKETBALL PRE-GAME MEAL	109.12
1252	03/22/2021	P.I.A.A., INC.	Training pistol for School Police	405.93
1253	03/22/2021	PCARD VENDOR	ATHLETICS PIAA RULE BOOKS FOR SPRING	177.50
1254	03/22/2021	PEARSON VUE	CEC Live Conventional conf for Gifted tchr S EDEN	299.00
1255	03/22/2021	SOMASTREAM INTERACTIVE	Notary Exam Fee - REBECCA LOPEZ	65.00
1256	03/22/2021	WASTE MANAGEMENT	ESACA ONLINE DRIVERS ED 160 SEATS	3,200.00
1257	03/22/2021	WASTE MANAGEMENT	DISTRICT DECEMBER WASTE PICKUP	11,042.68
			DISTRICT JANUARY WASTE PICKUP	10,354.68

East Stroudsburg Area School District

Date Range 3/12/21 through 4/9/21

Listing of Bills

Row Labels	Date	Vendor Name	Invoice Description	Check Amount
1258	03/22/2021	ZOOM VIDEOS COMMUNICATIONS, INC	Monthly Charge 01/30/2021 TO 02/27/2021	59.96
1259	03/23/2021	PRICE CHOPPER #236	LEHMAN FCS SUPPLIES - D MORETTO	21.00
1260	03/23/2021	WALMART COMMUNITY/GEMB	LEHMAN FCS SUPPLIES - D MORETTO	133.10
1261	03/23/2021	PCARD VENDOR	HS SOUTH FCS SUPPLIES - R BROTHERTON	15.00
1262	03/23/2021	AMAZON	CAFETERIA SUPPLIES - M POSSINGER	13.98
1263	03/23/2021	DOLLAR TREE	CAFETERIA SUPPLIES - M POSSINGER	15.00
1264	03/23/2021	PRICE CHOPPER #236	CAFETERIA SUPPLIES - M POSSINGER	19.57
1265	03/23/2021	PETE&C REGISTRATION	GROUP CONFERENCE REGISTRATION	899.00
1266	03/24/2021	DOLLAR TREE STORES, INC.	Go Buckets Dollar Tree order	5,618.96
251972	03/16/2021	CHERYL KUTZMAN	Open PO for Cheryl Kutzman CONTRACT DRIVERS	1,578.99
251973	03/16/2021	DEBORAH HOLMES	Open PO for Deborah Holmes Con	1,836.90
251974	03/16/2021	DIANE KRUPSKI	Open PO for Diane Krupski CONTRACT DRIVER	1,034.60
251975	03/16/2021	DUSTIN SISKA	Open PO for Dustin Siska CONTRACT DRIVER	3,602.85
251976	03/16/2021	GEORGE CARAMELLA	Open PO for George Caramella CONTRACT DRIVER	3,647.00
251977	03/16/2021	GINA D. LABADIE	Open PO for Gina Labadie Contract Driver	773.60
251978	03/16/2021	IONIE SINCLAIR	Open PO for Ionie Sinclair CONTRACT DRIVER	2,410.98
251979	03/16/2021	JENNY GALUNIC	Open PO for Jenny Galunic CONTRACT DRIVER	3,895.64
251980	03/16/2021	JOSEPH FUCHS	Open PO for Joseph Fuchs CONTRACT DRIVERS	2,280.88
251981	03/16/2021	KARLA J LABAR	Open PO for Karla Labar CONTRACT DRIVER	2,726.48
251982	03/16/2021	KATHARINE HOLMES	Open PO for Katharine Holmes CONTRACT DRIVER	2,732.28
251983	03/16/2021	LISA GERST	Open PO for Lisa Gerst CONTRACT DRIVERS	1,526.77
251984	03/16/2021	MARIA FRASCELLA	Open PO for Maria Frascella CONTRACT DRIVER	3,885.18
251985	03/16/2021	MELODY SEVERUD	Open PO for Melody Severud CONTRACT DRIVER	1,295.77
251986	03/16/2021	MIGUEL DEJESUS	Open PO for Miguel DeJesus Contract Driver	785.61
251987	03/16/2021	TAIWO AFOLABI	Open PO for Taiwo Afolabi Contract Driver	2,605.00
251988	03/18/2021	ACHIEVEMENT HOUSE CHARTER SCHOOL	Tuition / Achievement House / MAR 2021 / #709411	7,033.34
251989	03/18/2021	AMAZON	Amazon Books Title I Create-A-Reader (CARE) prog.	719.36
			Amazon Verdi Title I Create-A-Reader (CARE) prog.	306.24
			CREDIT	-1.11

East Stroudsburg Area School District

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
251989	03/18/2021	AMAZON	CREDIT FOR INVOICE 11D1-RWFX-HNG9	-14.97
			GLUE STICKS FOR KINDERGARTEN	99.28
			HEADPHONES FOR G STUDENTS	485.79
			HHS Eng Dept Wireless Mouse and Speakers	96.84
			HS South Eng Dept Supplies Sem 2	235.47
			HS South English Dept Semester 2 Supplies	492.84
			NORTH TRACK & FIELD SPEED TRAINING SLED	473.49
			Power supply to test electronics for Anthony	56.99
			Scanner, and Supplies for Jessica	197.33
			School Wide Positive Behavioral Support/ESE	84.43
			SOUTH BOYS TENNIS NET STRAPS	102.03
			Wacom drawing tablet for JTL/HSN	363.74
251990	03/18/2021	APPLE INC.	CalDigit Thunderbolt3 Mini Dock for Instr coaches	19.80
251991	03/18/2021	ARTS ACADEMY CHARTER SCHOOL	Tuition / Arts Academy / MAR 2021	4,113.28
251992	03/18/2021	ASPEN PEST SERVICES, LLC	aspen pest open po ADMIN BLDG	40.30
			aspen pest open po BUSHKILL ELEM	123.80
			aspen pest open po ESE	53.95
			aspen pest open po HS NORTH	70.30
			aspen pest open po HS SOUTH	50.00
			aspen pest open po JM HILL	47.90
			aspen pest open po JT LAMBERT	53.00
			aspen pest open po LEHMAN	60.00
			aspen pest open po MIDDLE SMITHFIELD ELEM	60.00
			aspen pest open po NORTH BUS LOT	20.00
			aspen pest open po NORTH SEWER PLANT	20.00
			aspen pest open po NORTH STADIUM CONCESSION	20.00
			aspen pest open po RESICA ELEM	48.00
			aspen pest open po SMITHFIELD ELEM	40.00
			aspen pest open po SOUTH BUS LOT	27.00

East Stroudsburg Area School District

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
251992	03/18/2021	ASPEN PEST SERVICES, LLC	aspen pest open po SOUTH MAINTENANCE	20.65
251993	03/18/2021	AVENUE 365 LENDER SERVICES	aspen pest open po SOUTH STADIUM CONCESSION	25.00
251994	03/18/2021	BMC OFFICE FURNITURE	TAX REFUND - OVERPAID	325.73
251995	03/18/2021	BOROUGH OF EAST STROUDSBURG	add on panel room J142	311.00
251996	03/18/2021	BOROUGH OF EAST STROUDSBURG	TO PAY FOR FOOD LICENSE FOR JM HILL CAFETERIA	75.00
251997	03/18/2021	BROADWAY PLUS VIP SERVICES LLC	FEE FOR FOOD LICENSE FOR SOUTH CAFETERIA	75.00
251998	03/18/2021	VARSITY BRANDS HOLDING CO., INC	Broadway assembly	1,300.00
			NORTH BASEBALL	416.80
			NORTH SOFTBALLS	150.00
251999	03/18/2021	UGI CENTRAL	SOUTH MAINTENANCE FEB NATURAL GAS LINE 41100805053	209.91
252000	03/18/2021	UGI CENTRAL	SOUTH STADIUM FEB NATURAL GAS LINE 411005507123	1,477.05
			ESE FEBRUARY NATURAL GAS 411006828957	2,103.80
			HS SOUTH FEBRUARY NATURAL GAS 411008006032	6,486.45
			JTL FEBRUARY NATURAL GAS 411006894413	3,638.66
252001	03/18/2021	CHC MOTORS	NORTH KITCHEN VAN TOWING	125.00
252002	03/18/2021	CINTAS CORPORATION #101	cintas open po	229.93
			cintas open po BUSHKILL ELEM	98.34
			cintas open po ESE	124.12
			cintas open po HS NORTH & LEHMAN	501.39
			cintas open po HS SOUTH	530.76
			cintas open po JM HILL	35.52
			cintas open po MAINTENANCE & GROUNDS	1,149.65
			cintas open po MIDDLE SMITHFIELD	49.51
			cintas open po MIDDLE SMITHFIELD ELEM	49.51
			cintas open po RESICA	44.24
			cintas open po RESICA ELEM	44.24
			OPEN ORDER UNIFORMS MACHANICS	69.73
			OPEN ORDER UNIFORMS MECHANICS	139.46
252003	03/18/2021	CINTAS CORPORATION #101	OPEN ORDER FOR FIRST AID CABIN	13.00

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252004	03/18/2021	CLASSROOM DIRECT/SCHOOL SPECIALTY INC.	SCHOOL SUPPLIES 7792877476-56578662	37.25
252005	03/18/2021	COLONIAL INTERMEDIATE UNIT 20	SCHOOL SUPPLIES 7792928176-56578655	330.71
252006	03/18/2021	COMMONWEALTH OF PA	One-on-One services mid-yr billing	322,732.48
252007	03/18/2021	COMMONWEALTH OF PA	Translation services for January 2021	254.35
252008	03/18/2021	COUGHLAN COMPANIES, INC	H5N Elevator testing	75.51
252009	03/18/2021	D'HUY ENGINEERING, INC.	BOILER CERTS	1,497.51
252010	03/18/2021	DELAWARE RIVER BASIN COMMISSION	ESE boiler file#600	92.28
252011	03/18/2021	DIRECT ENERGY BUSINESS	Capstone 471.84	471.84
252012	03/18/2021	DM SUPPLY SOURCE, LLC	Capstone 519.87	519.87
252013	03/18/2021	E.S.E.A.	JMH Vestibule	1,712.75
252014	03/18/2021	EAST STROUDSBURG	open po retainer services	2,000.00
252015	03/18/2021	EASTON ARTS ACADEMY CHARTER SCHOOL	Annual fee	638.00
252016	03/18/2021	ED FOUNDATION OF ES/GENERAL FUND	SOUTH MAINTENANCE FEB NATURAL GAS 411008050535	292.90
252017	03/18/2021	EASTERN PENN SUPPLY COMPANY	SOUTH STADIUM FEB NATURAL GAS 411005507123	1,263.77
252018	03/18/2021	FIRST CHOICE ABSTRACT INC	wall faucet	332.92
252019	03/18/2021	FLINN SCIENTIFIC INC.	Payroll Run 1 - Warrant 210318	29,510.86
252020	03/18/2021	FRONTIER	Payroll Run 1 - Warrant 210318	7,274.96
252021	03/18/2021	GLOBAL ONLINE LANGUAGE SERVICES INC	Tuition / Easton Arts / MAR 2021 / #709708	12,465.84
252022	03/18/2021	THE PROPHET CORP	Payroll Run 1 - Warrant 210318	28.00
252023	03/18/2021	GRAINGER	Toilet bowl	105.06
252024	03/18/2021	HAB-DLT	OVERPAID TAXES	59.53
252025	03/18/2021	HILLTOP SALES & SERVICE	Escherichia coli/protozoan set	132.50
252026	03/18/2021	HOFFMAN HOMES, INC	OPEN PURCHASE ORDER SY 2020-2021	514.60
			Title III Adult ESL Resource	315.90
			SUPPLIES NEEDED FOR PHYS ED	541.59
			pipe insulation tape	103.89
			Payroll Run 1 - Warrant 210318	777.74
			hilltop open po	162.00
			Tuition / Gettysburg Area / FEB 2021 / #2021081	2,251.50

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252027	03/18/2021	HOME DEPOT CREDIT SERVICES	MAINTENANCE & GROUNDS SUPPLIES	3,683.34
252028	03/18/2021	IMPERIAL BAG & PAPER CO.,LLC	floor finish HSN	1,180.00
252029	03/18/2021	INSIGHT PA CYBER CHARTER SCHOOL	Tuition / Insight PA / MAR 2021 / #708129	67,863.08
252030	03/18/2021	KING, SPRY, HERMAN, FREUND & FAUL, LLC	Legal services for a complaint filed for sp ed	74.00
252031	03/18/2021	LES BERNS	2019 SENIOR TAX REBATE - LES BERNS	650.00
252032	03/18/2021	LINCOLN LEADERSHIP CHARTER SCHOOL	Tuition / Lincoln Leadership / MAR 2021	12,999.45
252033	03/18/2021	LUNCH ACCT REFUND	131809	29.45
252034	03/18/2021	LUNCH ACCT REFUND	REFUND FOR 202335	28.50
252035	03/18/2021	MARSHALL MACHINERY INC.	cylinder-HSN	588.53
			marshall machinery open po	334.77
252036	03/18/2021	MEIER SUPPLY CO., INC.	pool coil test and repair	14.10
252037	03/18/2021	MESKO GLASS CO., INC	replacement glass from student damage	650.00
252038	03/18/2021	MET-ED	MIDDLE SMITHFIELD FEBRUARY ELECTRIC 100071509721	4,466.48
			RESICA MARCH ELECTRIC 100016949099	5,007.69
			TRAFFIC LIGHT FEBRUARY ELECTRIC 100031621285	20.16
			TRAFFIC LIGHT FEBRUARY ELECTRIC 100051981031	20.16
			TRAFFIC LIGHT FEBRUARY ELECTRIC 100080490897	29.74
252039	03/18/2021	DRISCOLL FOODS	TO PAY FOR INVOICES FOR 2020-2021 SCHOOL YEAR	7,797.41
252040	03/18/2021	MONROE ABSTRACT CO	OVERPAID TAXES	58.88
252041	03/18/2021	MONROE COUNTY INFO. SERVICES	SCHOOLS BILLS INTERIM A	28.04
252042	03/18/2021	NASCO (ROUTE#45950)	Bag, Zipper Closure, 4 in. x 6	180.48
			Consumable art supplies	300.80
			GENERAL CONSUMABLE SUPPLIES	2,155.24
252043	03/18/2021	NESTLE WATERS NORTH AMERICA	bottle water RESICA	485.03
252044	03/18/2021	NYSCSPC (NEW YORK STATE CHILD SUPPORT	Payroll Run 1 - Warrant 210318	129.00
252045	03/18/2021	OFFICE DEPOT	ENVELOPES - OFFICE	21.76
			Office supplies PO#21003139 balance	34.99
252046	03/18/2021	OFFICE TECHNOLOGY, LLC	toner for facilities department printer	104.00
252047	03/18/2021	PA PRINCIPALS ASSOCIATION	PA Principal Association MEMBERSHIP JESSICA REESE	595.00

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252048	03/18/2021	PANTHER VALLEY SCHOOL	DUPLICATE PAYMENT ON INV 2020-4	2,343.60
252049	03/18/2021	PASCD ASCD	Renewal Membership B BADDICK	65.00
252050	03/18/2021	PENNSYLVANIA CYBER CHARTER SCHOOL	Tuition / PA Cyber / MAR 2021	74,824.59
252051	03/18/2021	PENTELEDATA	OPEN PURCHASE ORDER SY 2020-20	4,170.00
252052	03/18/2021	PERMA-BOUND BOOKS	Novels: ... Charlotte Doyle &	978.95
252053	03/18/2021	PERRYMAN KEGLOVITS FOUNDATION	DISTRICT CASUAL FOR A CAUSE DONATION	65.00
252054	03/18/2021	POSTMASTER	MIDDLE SMITHFIELD POSTAGE	385.00
252055	03/18/2021	PP&L	HS SOUTH TRAFFIC LIGHTS 67841-2900	28.18
			HS SOUTH TRAFFIC LIGHTS 92422-54001	28.38
			HS SOUTH TRAFFIC LIGHTS 95041-29005	28.31
			HS SOUTH TRAFFIC LIGHTS 98641-29009	27.09
252056	03/18/2021	PRAXAIR DISTRIBUTION MID-ATLANTIC	praxair open po	1,002.27
252057	03/18/2021	PROMINENT SETTLEMENT SERVICES	TAX REFUND - OVER PAID	70.32
252058	03/18/2021	PSERS	2008-2209 Cuff, Lena xxx-xx-2924	27.58
252059	03/18/2021	QUADIANT LEASING USA, INC	pay invoice for postage	706.80
252060	03/18/2021	QUILL CORPORATION	STEEL MESH LAPTOP STAND	21.46
252061	03/18/2021	REACH CYBER CHARTER SCHOOL	Tuition / Reach / MAR 2021 / #708612	137,276.42
252062	03/18/2021	SCHOOL SPECIALTY LLC	JM Hill Art Supplies from ESSE	924.48
			SMI Art Supplies from ESSER	2,341.87
252063	03/18/2021	SERVICELINK NLS-ESCROW TRUST	OVERPAID TAXES	113.71
252064	03/18/2021	SHARP ENERGY	OPEN ORDER FOR PROPANE - NORTH	6,279.70
			OPEN ORDER FOR PROPANE - SOUTH	6,218.90
252065	03/18/2021	SHERMAN THEATER	5 Handwash Stations	2,000.00
252066	03/18/2021	STAPLES CREDIT PLAN	New Chair for Craig Neiman	125.99
252067	03/18/2021	SWEET, STEVENS, KATZ & WILLIAMS LLP	Pool Counsel Agreement	2,000.00
			Prof legal services for sp ed student	307.30
			professional services for a sp ed student	3,900.50
252068	03/18/2021	TALLEY PETROLEUM	HEATING FUIJL SY 20202021	14,697.00
			NORTH BUS LOT HEATING FUEL	834.44

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252069	03/18/2021	TRANE U.S. INC.	parts for HSS	563.50
252070	03/18/2021	WILLIAM GEORGE OWENS	William Owens - Composer Masterclass	200.00
252071	03/25/2021	AMAZON	NORTH BASEBALL SCOREBOOKS	22.31
			NORTH BASEBALL SCOREBOOKS CREDIT INV IQJN-DLFF-JMJ	-5.99
			Tech. Ed. Supplies	83.72
			Ziploc bags, small dry erase markers, and folders	64.44
252073	03/25/2021	WILLIAM H. HEISER	Tuning	114.30
252074	03/25/2021	BATTERY WAREHOUSE	Batteries for WiFi Locks	47.52
252075	03/25/2021	BESSIE M. EDWARDS	2019 SENIOR TAX REBATE - BESSIE EDWARDS	500.00
252076	03/25/2021	BETHLEHEM BUSINESS FORMS	Working Dog Press printing wor	12,396.00
252077	03/25/2021	BEVERLY MCMAHON	HS SOUTH GIFT CARD FOR YEARBOOK PURCHASE DRAWING	100.00
252078	03/25/2021	CHESTER COUNTY INTERMEDIATE UNIT	Out of district tuition for a sp ed student	8,723.22
252079	03/25/2021	CLAUDE S. CYPHERS, INC.	CYPHERS TRUCK OPEN ORDER FOR P	217.09
252080	03/25/2021	COLONIAL INTERMEDIATE UNIT 20	Mental Health Workers	90,027.00
			Operating Costs for Colonial Acad	6,697.13
252081	03/25/2021	COOPER ELECTRIC SUPPLY CO.	MINIATURE CIRCUIT BREAKER	88.97
252082	03/25/2021	CRAMER'S HOME CENTER	TO PAY FOR SUPPLIES FOR 2019-2	15.52
252083	03/25/2021	D'HUY ENGINEERING, INC.	HSN/LIS Water Heater Replacement	491.41
			LIS/Bushkill Flooring Replacement	3,534.97
			Transportation Storage Tank Removal	1,375.00
252084	03/25/2021	DREW CHRISTIAN	Legal fees for a comp ed case FINAL PAYMENT	9,000.00
252085	03/25/2021	DTN, LLC	Service for Invoice# 5915657	1,098.00
252086	03/25/2021	EAST STROUDSBURG	Payroll Run 9 - Warrant M21318	17.53
252087	03/25/2021	EASTBAY INC.	JTL SOFTBALL BATTING HELMET	97.98
			LEHMAN WRESTLING UNIFORMS	1,190.30
			NORTH ATHLETIC TRAINER UA JACK	210.00
			SOUTH BOYS BASKETBALL BOARDS,	606.00
252088	03/25/2021	EDUCATION WEEK	Education Week Subscription 2021 SY	79.00
252089	03/25/2021	ELEANOR A DELLA-CALC	LEHMAN BAGS FOR STUDENT OF THE MONTH	761.62

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252090	03/25/2021	ESASD STUDENT ACTIVITY AWARDS	HS SOUTH 2ND PLACE WINNER IN THE KAHOOT CLASS GAME	10.00
252091	03/25/2021	ESASD STUDENT ACTIVITY AWARDS	HS SOUTH 3RD PLACE WINNER IN THE KAHOOT CLASS GAME	5.00
252092	03/25/2021	ESASD STUDENT ACTIVITY AWARDS	HS SOUTH 1ST PLACE WINNER IN THE KAHOOT CLASS GAME	15.00
252093	03/25/2021	FASTENAL COMPANY	FASTENAL OPEN ORDER FOR PARTS & TOOLS	118.53
252094	03/25/2021	FIVE STAR INTERNATIONAL LLC	OPEN ORDER FOR PARTS	595.46
252095	03/25/2021	FRASER ADVANCED INFORMATION SYSTEMS	3RD QTR COPIER OVERAGE CHARGES	442.85
			copier annual maintenance- 2020-2021	4,926.14
252096	03/25/2021	FRONTIER	OPEN PURCHASE ORDER SY 2020-2021	1,152.45
252097	03/25/2021	GENERAL BINDING CORPORATION	Laminator	504.40
252098	03/25/2021	THE PROPHET CORP	21000673-balance due for exchange rack to Speakers	465.66
252099	03/25/2021	GREAT VALLEY SCHOOL DISTRICT	bid work reimbursement fee proposal Great Valley	20.00
252100	03/25/2021	HERCULES ACHIEVEMENT INC.	HSN Grad 2021 Diplomas & Covers	4,259.34
252101	03/25/2021	IMPERIAL BAG & PAPER CO.,LLC	philip rosenau open po	28.68
252102	03/25/2021	J.W.PEPPER & SONS-ACCT.#36-136400	Spring Jazz Band Music	683.99
252103	03/25/2021	JAMES A BROWN	Grievance 19-20-04 PARA PROFESSIONAL	750.00
252104	03/25/2021	JAMES COUNTERMAN	FOR BODY WORK ON VAN REPAIRS FROM PLOW TRUCK	1,283.03
252105	03/25/2021	KISTLER PRINTING COMPANY	BUSINESS CARDS FOR CRAIG NEIMAN	39.00
252106	03/25/2021	LIS FIELD TRIP REFUND-SPECIAL ACT.COVID-19	LEHMAN 6 SILVER MEDIEVAL TIMES REFUND - RYAN D	21.00
252107	03/25/2021	LYMAN & ASH	Invoice 3232 for Special Counsel	21,162.50
252108	03/25/2021	M A BRIGHTBILL BODY WORKS INC.	OPEN PO FOR BRIGHTBILL	277.66
252109	03/25/2021	MCGRAW HILL EDUCATION	math textbooks teacher edition	425.05
252110	03/25/2021	MET-ED	HS SOUTH FEBRUARY ELECTRIC 100017327568	20,945.96
			SMITHFIELD ELEM FEBRUARY ELECTRIC 100066917749	3,700.17
			TRAFFIC LIGHT MAR ELECTRIC 100016944322	20.01
			TRAFFIC LIGHT MAR ELECTRIC 100017096742	20.16
			TRAFFIC LIGHT MAR ELECTRIC 100141089464	20.06
252111	03/25/2021	MODERN GAS SALES, INC.	LEHMAN POOL PROPANE	662.26
			RESICA PROPANE FOR HEAT	1,333.35
252112	03/25/2021	MONROE CAREER AND TECHNICAL INSTITUTE	MCTI BUDGETARY RESERVE	49,055.00

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252113	03/25/2021	MORITZ EMBROIDERY WORKS INC.	JTL NIHS T-SHIRTS	420.20
			senior tee shirts	915.90
252114	03/25/2021	NAZARETH MUSIC CENTER	Instrument repairs for JTL school instruments	2,179.00
252115	03/25/2021	OFFICE TECHNOLOGY, LLC	Toner for HSN ITech	56.00
			Toner for laserJet pro M404dn Reveron Grant	106.00
252116	03/25/2021	PALMER SPORTING GOODS INC	Tonor HS-S Library	1,380.00
252117	03/25/2021	PATRICIA A TIERNAN	Wall Plaque	85.25
252118	03/25/2021	PENNIES FROM HEAVEN-CALEB'S FOUNDATION	HSS MAILING COST OF SWEATSHIRTS TO YEARBOOK STUDEN	57.75
252119	03/25/2021	PHH MORTGAGE	HS NORTH CASUAL FOR A CAUSE DONATION	205.70
252120	03/25/2021	PHH MORTGAGE	PHH 2019 TAX REFUND 09/10/1/81	1,176.71
252121	03/25/2021	PHH MORTGAGE	PHH 2019 TAX REFUND 09/14B/4-4/4	303.23
252122	03/25/2021	PMEA DISTRICT 10	PHH 2019 TAX REFUND 09/18A/1/117	1,696.53
			All State Band Registration	198.00
			HS-S All State	297.00
252123	03/25/2021	POCONO RECORD	Open Purchase Order for Advert	365.92
252124	03/25/2021	SHAWN N MUNFORD	HS SOUTH BOY BASKETBALL TEAM EXPENSE DINNER	67.50
			HS SOUTH BOYS BASKETBALL TEAM DINNER 02/20/21	67.50
			HS SOUTH BOYS BASKETBALL TEAM DINNER 03/03/2021	94.00
			HS SOUTH BOYS BASKETBALL TEAM DINNER 03/06/2021	64.00
			HS SOUTH BOYS BASKETBALL TEAM DINNER 03/09/2021	73.80
252125	03/25/2021	STUDENT SERVICES - WEST CHESTER UNIVERSITY	Del Val Job Fair S ZALL	125.00
252126	03/25/2021	SWEET, STEVENS, KATZ & WILLIAMS LLP	2020 Teacher Negotiations	526.50
			Grievance/Arbitration Inv# 135136	253.50
			Hughes Grievance Inv# 135138	3,113.36
			Inv #135736 Hughes Grievance 16-17-04	1,326.00
			Inv 13572020 Teacher Negotiations through 2/28/21	799.50
			Labor Matters Inv# 135135	975.00
			Prof services through 2/28/21	351.00
			Prof svc through 2/28/21	58.50

East Stroudsburg Area School District

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252126	03/25/2021	SWEET, STEVENS, KATZ & WILLIAMS LLP	Prof. svc. through 2/28/21	39.00
252127	03/25/2021	TALLEY PETROLEUM	HEATING FUIL SY 20202021	29,394.00
252128	03/25/2021	WALMART COMMUNITY/GEMB	JTL TEACHERS BREAKFAST	76.24
252129	04/08/2021	21ST CENTURY CYBER CHARTER SCHOOL	Tuition / 21st Century / APR 2021 / #434798	23,864.40
252130	04/08/2021	A WIZ CORP.	TO PAY INVOICES FOR 2020-2021	1,882.00
252131	04/08/2021	BRIAN & JENNIFER ROZANSKI	Inv # 19788	90.00
252132	04/08/2021	AMAZON	Amazon--Office Chair-- Mat B. Huffman/D. Wisotsky classroom supplies	59.99
			Office Supplies	27.93
			office/keystone supplies	136.45
			Scanner, and Supplies for Jessica	4.66
252133	04/08/2021	AMAZON	amazon	20.96
			AMAZON ORDER	233.92
			Amazon Supply Order	1,653.96
			ATHLETIC TRAINER EQUIPMENT	265.97
			Book for J. Novak sp ed classroom	585.71
			Book for J. Novak sp ed classroom INV1QJN-DLFF-L7W	13.98
			Books for a training session by B Baddick	-5.99
			CAFE AID SMOCKS	259.39
			Ceiling Mount Adapter for David Cooper	49.23
			Desk shields for a sp ed student at MSE	53.94
			drafting stool chair adjustable	82.77
			HP Toner Cartridge	129.99
			HS South English Department Supplies	166.89
			HSS English Dept Drama Spkers Projector Bulbs	49.98
			ITEM: Niwo ART - Las Meninas (The Family of King	500.56
			ITEM: Post-it Super Sticky Easel Pad, 25 x 30 Inc	1,145.18
			ITEM: QINGQU 12 Pack Mini Water Beads Easter Egg	107.03
			ITEM: Special Supplies Squishy Pencil Grips for K	76.47
				92.11

East Stroudsburg Area School District

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252133	04/08/2021	AMAZON	ITEM: Studio Sam Acrylic Yarn Set. Ten Large 50g	87.70
			LEHMAN BASEBALL	736.63
			LEHMAN BASEBALL INV 139X-76KD-9TD3	-15.95
			LEHMAN BASEBALL INV139X-76KD-9TD3	-2.38
			LEHMAN BASEBALL PO 21003499 INV 1F9H-W3JR-61LY	-8.80
			Library books from local author	89.94
			PPE for High Schools transition programs	250.80
			Prizes for Create a Reader Program	493.85
			Sanitizing bulb	67.40
			SOUTH ATHLETICS CHAIN AND CARABINER	78.06
			tablets for math department	476.00
			Tech. Ed. Supplies	1,972.98
			WiFi Lock Accessories	38.97
252134	04/08/2021	APPLE INC.	CalDigit Thunderbolt3 Mini Dock for Instr coaches	500.00
252135	04/08/2021	ASPEN PEST SERVICES, LLC	aspen pest open po	40.30
			aspen pest open po ADMIN BLDG	40.00
			aspen pest open po BUSHKILL ELEM	62.70
			aspen pest open po ESE	50.00
			aspen pest open po HS SOUTH	51.25
			aspen pest open po HS SOUTH CONCESSION	25.00
			aspen pest open po JM HILL	48.85
			aspen pest open po JT LAMBERT	54.65
			aspen pest open po LEHMAN	60.00
			aspen pest open po MAINTENANCE SHOP	20.00
			aspen pest open po RESICA	48.65
			aspen pest open po SOUTH BUS LOT	27.00
			HSN Open PO for ASPEN	70.00
			HSN Open PO for ASPEN NORTH SEWER	20.30
			HSN Open PO for ASPEN STADIUM CONCESSION	20.00

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252135	04/08/2021	ASPEN PEST SERVICES, LLC	open PO for Middle Smithfield	60.00
252136	04/08/2021	WILLIAM H. HEISER	pay invoice for piano tuning	337.50
252137	04/08/2021	B & H PHOTO	Memory Card	29.95
252138	04/08/2021	BANCROFT NEUROHEALTH	Tuition / Bancroft / FEB 2021	3,420.00
252139	04/08/2021	BATTERY WAREHOUSE	powermax for forklift HSS	85.00
			scrubbers for district	600.10
252140	04/08/2021	BLICK ART MATERIALS	Consumable supplies for the art classes	232.98
252141	04/08/2021	BOROUGH OF EAST STROUDSBURG	HS SOUTH STADIUM WATER & SEWER 1ST QTR 2021 70990-	631.94
			HS SOUTH WATER & SEWER 1ST QTR 2021 70161-0	4,339.99
			JM HILL WATER & SEWER 1ST QTR 2021 52050-0	379.70
			MAINTENANCE BLDG WATER&SEWER 1ST QTR 2021 71225-0	112.74
252142	04/08/2021	VARSIY BRANDS HOLDING CO., INC	JTL BASEBALL	628.00
			JTL BASEBALL BASES W/ANCHORS & PLUGS	168.54
252143	04/08/2021	CHESCO SETTLEMENT SERVICES	TAX REFUND - OVERPAID 060041395	515.70
252144	04/08/2021	CI SOLUTIONS	Employee Custom RFID Cards	610.00
252145	04/08/2021	CINTAS CORPORATION #101	CINTAS UNIFORM GROUNDS & MAINTENANCE	229.93
			cintas open po BUSHKILL ELEM	65.56
			cintas open po ESE	248.24
			cintas open po GROUNDS & MAINTENANCE	324.65
			cintas open po GROUNDS AND MAINTENANCE	221.66
			cintas open po HS NORTH	167.13
			cintas open po HS NORTH & LEHMAN	167.13
			cintas open po HS SOUTH	530.76
			cintas open po JM HILL	213.12
			cintas open po JTL	645.48
			cintas open po LEHMAN & HS NORTH	167.13
			cintas open po MIDDLE SMITHFIELD	198.04
			cintas open po RESICA	176.96
			cintas open po SMITHFIELD	287.36

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252145	04/08/2021	CINTAS CORPORATION #101	CINTAS UNIFORM RESICA	44.24
			OPEN ORDER UNIFORMS JTL BUS GARAGE	139.46
252146	04/08/2021	CINTAS CORPORATION #101	OPEN ORDER UNIFORMS SOUTH BUS GARAGE	69.73
			Cintas alarm repair at ESE	171.67
			Cintas service check inspection tags at HSS	77.16
			Cintas service tags at ESE	77.16
252147	04/08/2021	CINTAS CORPORATION #101	OPEN ORDER FOR FIRST AID CABIN	64.68
252148	04/08/2021	CLAUDE S. CYPHERS, INC.	parts for kitchen lift at Bushkill	114.40
252149	04/08/2021	CM REGENT RESOURCES	MARCH 2021 LIFE INSURANCE	11,917.29
252150	04/08/2021	CM REGENT RESOURCES	MARCH 2021 LONG TERM DISABILITY INSURANCE	9,576.44
252151	04/08/2021	COLONIAL INTERMEDIATE UNIT 20	Instructional Costs for Colonial Acad	49,835.65
			Partial Hosp Installment	48,653.65
252152	04/08/2021	COLONIAL INTERMEDIATE UNIT 20	Sp Ed Programs and Services	415,248.03
252153	04/08/2021	COMMUNICATIONS SYSTEMS, INC.	ESASD Admin Intrusion Access Integration	2,545.00
252154	04/08/2021	COMPUTER DISCOUNT WAREHOUSE	Smart Projector pen and tips	38.61
252155	04/08/2021	CREST GOOD MFG CO INC	HSN and LIS plumbing parts	135.86
252156	04/08/2021	D'HUY ENGINEERING, INC.	open po retainer services	2,000.00
252157	04/08/2021	DEMCO INC	BES Demco Supplies	518.98
252158	04/08/2021	DENISE S ROGERS	Empl Expense claim # 4022.	46.93
252159	04/08/2021	DES-CPR, INC.	district shredding	430.00
252160	04/08/2021	DM SUPPLY SOURCE, LLC	1725 RPM motor-HSN	1,554.12
			base mounted pump-JTL	4,117.65
			batteries for HSS	317.32
			Shower curtain liner-HSN	91.75
			suction pump- HSS	5,142.36
252161	04/08/2021	APPLICATION RESEARCH & DESIGN, INC.	Cost of broken mac books per B. Borosh	1,635.00
252162	04/08/2021	E.S.E.A.	Payroll Run 1 - Warrant 210401	29,470.86
252163	04/08/2021	EAST STROUDSBURG	Payroll Run 1 - Warrant 210401	7,357.41
252164	04/08/2021	EASTBAY INC.	JTL TRACK & FIELD UNIFORMS	2,136.00

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252164	04/08/2021	EASTBAY INC.	NORTH SOFTBALL BELTS, SOFTBALLS, BATS, SOCKS	1,086.48
			SOUTH EMBROIDERY	185.00
			SOUTH SPRING ATHLETE GAITERS	2,475.00
252165	04/08/2021	EASTON AREA HIGH SCHOOL	Reading Olympics Competition Fee	40.00
252166	04/08/2021	ECOLAB INC.	parts for smithfield sink drain	198.20
252167	04/08/2021	ED FOUNDATION OF ES/GENERAL FUND	Payroll Run 1 - Warrant 210401	28.00
252168	04/08/2021	EHS FIELD TRIP REFUND - SPECIAL ACT. COVID-19	HS SOUTH HISPANIC FLAMENCO BALLET REFUND ARISSA M	38.00
252169	04/08/2021	ELECTRIC CITY ROASTING CO.	HS SOUTH CORE CAFE SUPPLIES	228.26
252170	04/08/2021	ENVIRONMENTAL RESTORATION, INC	Transportation Oil Tank Removal	69,954.20
252171	04/08/2021	EASTERN PENN SUPPLY COMPANY	brass tailpiece JHM Bathroom	51.46
			dishwasher parts HSS	20.22
			electric module - HSS	967.32
			faucet - JMH	945.00
			hose for ESE cafe	21.04
			parts for HSS Locker Room	64.10
			parts for JMHill	55.03
			parts for stadium showers HSS	90.53
252172	04/08/2021	EUROSPORT	JTL GIRLS SOCCER SUPPLIES	340.67
252173	04/08/2021	EXPERIA USA, INC	Calming Fiber Optic Bundle (for each school)	9,209.70
252174	04/08/2021	FASTENAL COMPANY	FASTENAL OPEN ORDER FOR PARTS & TOOLS	363.53
252175	04/08/2021	FIVE STAR INTERNATIONAL LLC	OPEN ORDER FOR PARTS	254.92
252176	04/08/2021	FLAGHOUSE	Hill Snoezelen Cart per Special Ed. Initiative	2,670.45
			MSE Snoezelen Cart per Special Ed. Initiative	2,618.45
			RES Snoezelen Cart per Special Ed. Initiative	2,618.45
252177	04/08/2021	FOLLETT SCHOOL SOLUTIONS, INC.	BES Follett 2nd Book Order	50.81
			library books	3,165.63
252178	04/08/2021	FRANCIS DISALVO	OPEN ORDER FOR PARTS	23.80
252179	04/08/2021	FREDDY BATTAGLIAS SPORTING GOODS, INC	LEHMAN SOFTBALL HELMETS, SOFTBALLS, SOCKS	513.00
252180	04/08/2021	THE GOODYEAR TIRE & RUBBER COMPANY	Goodyear Open PO for Tires	1,171.59

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252181	04/08/2021	GRAINGER	disposal respirator for tiling- HSS	59.01
			single flush battery RESICA	492.00
252182	04/08/2021	HAB-DLT	Payroll Run 1 - Warrant 210401	791.90
252183	04/08/2021	HEIFER PROJECT INTERNATIONAL	HS NORTH KEY CLUB DUES	20.00
252184	04/08/2021	HILLTOP SALES & SERVICE	Service Invoice	3,672.10
252185	04/08/2021	IRONTON GLOBAL LLC	OPEN PURCHASE ORDER SY 2020-2021	1,081.34
252186	04/08/2021	J.W.PEPPER & SONS-ACCT.#36-136400	Band Books	106.84
			JW. Pepper Jazz Band Music and	13.58
			LIS Music	867.41
			Model 401 Choral Folder Black 958207	742.50
252187	04/08/2021	JEANNE BRANIGAN	Empl Expense claim # 4016.	115.00
252188	04/08/2021	JEREMY PEREZ	JEREMY PEREZ TAX REFUND - OVERPAID 14.6A.1.31	8.80
252189	04/08/2021	JOAN HORGER	6 month internet \$34.99 x 6 7/1-12/31/2020	209.94
252190	04/08/2021	JOHN BOGENSHUTZ	Music Posters for JTL Band Room	99.00
252191	04/08/2021	JOHN CONNORS	JOHN CONNORS TAX REFUND REASSESSMENT 14.117606	69.99
252192	04/08/2021	JONES SCHOOL SUPPLY COMPANY INC.	LEHMAN NJHS INDUCTION MEDALLIONS	36.33
252193	04/08/2021	JTL FIELD TR.-REFUND-SPECIAL ACT.COVID-19	JTL 7TH GRADE PHILLY FIELD TRIP REFUND - R AMATRUD	20.00
252194	04/08/2021	JUSTIN PERKINS	Virtual Performance Creation	1,000.00
252195	04/08/2021	KAREN L BUIS	Empl Expense claim # 4020.	56.95
252196	04/08/2021	KASA'S FOODS DIST CO INC.	TO PAY FOR PIZZA PRODUCTS 2020	4,353.60
252197	04/08/2021	KEYCO DISTRIBUTORS INC.	TO PAY INVOICES 2020-2021	1,021.14
252198	04/08/2021	KEYSTONE FIRE PROTECTION CO.	Keystone HS South Alarm Monitoring Annual Fee	535.00
			Keystone Prop. 20-2162 HS S --Starlink Fire Syst.	1,109.00
			Keystone Prop. 20-2163 Annual Fire Monitoring ESE	535.00
			Keystone Prop. 20-2164 ESE Starlink Fire Sys.	1,109.00
252199	04/08/2021	LAYTON A. HELLER	Empl Expense claim # 4011.	101.92
252200	04/08/2021	LEHIGH VALLEY CHARTER HIGH SCHOOL FOR	Tuition / LVCHS / MAR 2021	5,966.12
252201	04/08/2021	LENSLEY REESE & GAIL GRAY	L REESE & G GRAY TAX REFUND - OVERPAID 16.91023	177.96
252202	04/08/2021	LESLIE COX	Final Payment for Empl Expense claim # 4018.	115.00

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252203	04/08/2021	LITERACY RESOURCES, LLC	Hegerty Phonic Awareness Curriculum	1,382.23
252204	04/08/2021	M A BRIGHTBILL BODY WORKS INC.	OPEN PO FOR BRIGHTBILL	355.47
252205	04/08/2021	MANWALAMINK WATER COMPANY	SMITHFIELD WATER & SEWER MARCH 2021 00001386	548.52
252206	04/08/2021	MARSHALLS CREEK PLUMB.&ELECT. SUPPLIES	gas valve for Resica	4.22
252207	04/08/2021	MARY DUNSTANE	Empl Expense claim # 4013.	115.00
252208	04/08/2021	MARYLOUISE M NEYHART	Empl Expense claim # 4015.	115.00
252209	04/08/2021	MATT HIRSCH	Empl Expense claim # 4012.	124.19
252210	04/08/2021	MEIER SUPPLY CO., INC.	IT split system - MSE	27.96
			part for busted CHW coils HSN	169.49
			strap on aquastat SMITHFIELD	444.84
			valve actuator - SME	534.75
252211	04/08/2021	MET-ED	JTL MARCH ELECTRIC 100019615861	8,223.45
			TRAFFIC LIGHT MARCH ELECTRIC 100019284494	20.48
252212	04/08/2021	M-F ATHLETIC COMPANY INC	NORTH TRACK & FIELD SUPPLIES DISCUS, JAVELIN,	673.00
252213	04/08/2021	MODERN GAS SALES, INC.	LEHMAN POOL PROPANE	609.00
			RESICA PROPANE FOR HEAT	2,390.94
252214	04/08/2021	MONIQUA S SANTIAGO	Sp ed evaluations by Board Apprvd. Independ. Cont	2,800.00
252215	04/08/2021	MONOPRICE INC	3d Print filament	148.64
252216	04/08/2021	MONROE CAREER AND TECHNICAL INSTITUTE	MCTI CAPITAL IMPROVEMENT 2020-	12,463.18
252217	04/08/2021	MONROE CAREER AND TECHNICAL INSTITUTE	2020-20201 MCTI Operating paym	159,192.42
252218	04/08/2021	MUSIC SERVICES	right to upload music on youtube	50.00
252219	04/08/2021	NANCY E CAIAZZO	Empl Expense claim # 4019.	115.00
252220	04/08/2021	NORTH EAST PARTS GROUP	BES Truck Lift	1,031.39
			North water tower generator	42.34
252221	04/08/2021	NASCO (QOUTE#45950)	Consumable supplies for art classes	685.28
			GENERAL CONSUMABLE SUPPLIES	670.80
			supplies FCS classes	174.73
252222	04/08/2021	NATIONAL ASSOC. SCHOOL NURSES MEMBERSHIP	Heather Reichel NASN membership	130.00
252223	04/08/2021	NATIONAL BULB RECYCLING CORP.	BUSH bulb recycling	86.80

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252223	04/08/2021	NATIONAL BULB RECYCLING CORP.	ESE bulb recycling	129.64
			HSN/LIS bulb recycling	1,139.90
			JMH bulb recycling	221.20
			JTL bulb recycling	278.10
			MSE bulb recycling	154.00
			recycle bulbs HSS	1,372.18
			RES bulb recycling	156.10
			SE bulb recycling	182.42
252224	04/08/2021	NEVCO SPORTS, LLC	parts for HSS stadium score board	1,811.47
252225	04/08/2021	NYSCSPC (NEW YORK STATE CHILD SUPPORT	Payroll Run 1 - Warrant 210401	129.00
252226	04/08/2021	OFFICE TECHNOLOGY, LLC	SOUTH ATHLETICS PRINTER TONER	256.00
			TONER NEEDED FOR COLOR PRINTER	271.00
252227	04/08/2021	ORIENTAL TRADING	SCHOOL WIDE BEHAVIOR REWARDS	104.68
252228	04/08/2021	PA TREATMENT & HEALING	Tuition / PATH / FEB 2021 / #0203198	1,710.00
252229	04/08/2021	PAPCO INC.	GENERATOR FUEL FOR SMITHFIELD ELEM	1,013.41
			GENERATORS	1,593.26
			NORTH CAMPUS GENERATOR FUEL	1,407.33
252230	04/08/2021	PATRIOT WORKWEAR	Patriot Workwear Uniforms for G. Milford	164.00
252231	04/08/2021	PMEA DISTRICT 10	All State Orchestra Registration April 14-17 2021	99.00
252232	04/08/2021	POCONO HEALTH FOUNDATION	MIDDLE SMITHFIELD ELEM CASUAL FOR A CAUSE DONATION	140.00
252233	04/08/2021	POCONO MOUNTAIN UNITED WAY	Title I Getting Ready for KG Calendars	2,000.00
252234	04/08/2021	POCONO RECORD	Open Purchase Order for Advert	187.16
252235	04/08/2021	POSTAGE PRO PLUS, INC	INVOICE 37136	562.77
252236	04/08/2021	PRAXAIR DISTRIBUTION MID-ATLANTIC	rented cylinder and carbon dioxide HSN	72.09
252237	04/08/2021	PRECISION EXCAVATING & PAVING, INC	ESE Snow Removal	15,852.50
			High School South Snow Removal	31,041.56
			JMH Snow Removal	6,167.50
			JTLambert Snow Removal	20,882.50
			JTLambert Snow Removal #47	1,802.50

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252237	04/08/2021	PRECISION EXCAVATING & PAVING, INC	Smithfield Elementary Snow Removal	5,460.00
252238	04/08/2021	PROSSER LABORATORIES, INC.	district wide water testing Nov 2020	3,100.00
			HSN/RES/MSE June 2020	5,743.00
			HSN/RES/MSE sewer and water May 20	7,281.00
			HSN/RES/MSE water and sewer Aug 2020	6,235.00
			HSN/RES/MSE water and sewer July 2020	5,479.00
			HSN/RES/MSE water/sewer April 2020	3,710.00
			HSS manhole Jan 2021	269.00
			MSE water draws Oct-Nov 2020	920.00
			MSE water test Oct 2020	430.00
			MSE water testing Feb 2021	140.00
			MSE water testing Nov&Dec 2020	242.00
			north campus aeration	210.00
			North Campus aeration and effluent tests-Nov/dec20	458.00
			North Campus aeration Sept/Oct 2020	458.00
			North Campus and Bushkill water testing Dec 20	625.00
			North Campus Bus Garage water testing	30.00
			North Campus monitor wells	2,040.00
			North Campus Oct/Nov 2020	428.00
			North Campus water test 11/9/20	30.00
			North Campus water test Nov 2020	332.00
			North Campus water test Oct2020	512.00
			north campus water testing Feb 2021	30.00
			North Campus water testing Feb 21	304.00
			North, Res, MSE water/sewer Oct 2020	8,453.00
			North/Bus water testing Oct 2020	60.00
			Resica water test Oct 2020	654.00
			Resica Water Testing Dec 2020	470.00
			Resica water testing Feb 2021	268.00

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252238	04/08/2021	PROSSER LABORATORIES, INC.	Resica water testing Nov 2020	899.00
252239	04/08/2021	PSERS	6431 XXX-XX-3929 YELLAND	15.54
			6431 XXX-XX-0495 KALIMOOTOO	3.59
			6431 XXX-XX-1425 FETHERMAN	14.81
			6431 XXX-XX-2259 KOCH	1.81
			6431 XXX-XX-4967 DEILY	3.24
			6431 XXX-XX-5525 EDWARDS	244.74
			6431 XXX-XX-9195 PIEDRA	246.21
252240	04/08/2021	QUILL CORPORATION	ATHLETICS SUPPLIES FOR OFFICE	221.14
252241	04/08/2021	RAFFAELE & ASSOCIATES, LLC	Legal expenses per comp. ed agreement	50,000.00
252242	04/08/2021	REBECCA LOPEZ	Empl Expense claim # 4010.	37.25
			Empl Expense claim # 4009.	2.02
252243	04/08/2021	ROCKLAND BAKERY	TO PAY INVOICES 2020-2021	2,535.87
252244	04/08/2021	EMPLOYEE# 7620	Settlement	129,308.66
252245	04/08/2021	SCENARIO LEARNING, LLC	SafeSchools Online Staff Training subscription	9,027.20
252246	04/08/2021	SCHOOL PRIDE	SOUTH BANNER UPDATES	45.00
252247	04/08/2021	SCHOOL SPECIALTY LLC	BES Art Supplies from ESSER	2,244.07
			COLOR PENCILS/HANGING FOLDER	24.55
			DRY ERASERS/ENVELOPES/HIGHLIGH	30.57
			DVD CPO PESS ORDER	-23.52
			ESE Supplies from ESSER	4,147.91
			School Speciality for Main office	295.56
			SCHOOL SUPPLIES 7792737042-56351604	59.00
			SCHOOL SUPPLIES 7792928176-56578655	92.21
252248	04/08/2021	SCOTT C. IHLE	Empl Expense claim # 4014.	88.70
252249	04/08/2021	SHARP ENERGY	OPEN ORDER FOR PROPANE - NORTH	12,518.19
			OPEN ORDER FOR PROPANE - SOUTH	18,547.93
252250	04/08/2021	SHARP ENERGY	FACILITIES MAINTENANCE & SERVICE PARTS	344.63
252251	04/08/2021	SHAWNEE INN & GOLF RESORT	JM HILL RETIREMENT PARTY DEPOSIT	500.00

East Stroudsburg Area School District

Date Range 3/12/21 through 4/9/21

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Listing of Bills

Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252252	04/08/2021	SHI INTERNATIONAL CORP	Google Chromebox Meetings renewal	199.04
252253	04/08/2021	SHINETIME AUTO WASH	Shinetime Auto Wash of security vehicles for Feb	24.00
252254	04/08/2021	SOUTH PAW ENTERPRISE, INC.	Sensory Swings LIS	288.00
			Vibro Rockers	2,384.00
252255	04/08/2021	ST LUKES PHYSICIAN GROUP	OPEN ORDER FOR DRIVERS PHYSICA	225.00
252256	04/08/2021	STEPHANIE T ANNUNZIATA	Empl Expense claim # 4021.	153.37
252257	04/08/2021	STEVE SHANNON TIRE & AUTO CENTER	OPEN ORDER FOR TIRES	143.00
252258	04/08/2021	STROUDSBURG ELECTRIC MOTOR SERVICE	drip proof leeson motor-SMITHFIELD	375.00
			insert HSS HW pumps	110.00
			p-pump for #16-HSS/credit memo 6152654 applied	515.00
			pump for #17-HSS	700.00
			sewage pump for HSN	7,675.00
			shaft and bearing failure	24.99
			vbelt HSN	31.00
252259	04/08/2021	SUSAN COLE	Empl Expense claim # 4017.	115.00
252260	04/08/2021	SUSIE SEPULVEDA	Student evaluation per contract agreement	700.00
252261	04/08/2021	SWEET, STEVENS, KATZ & WILLIAMS LLP	Final Statement for a comp ed case	754.05
			Labor Matters Inv# 135954	429.00
			Legal Professional Svc invoice balance	862.89
			Professional Legal services for sp ed	34.00
			Professional Legal Services through 2/28/21	486.50
			professional services for a sp ed student	5,367.70
252262	04/08/2021	TALLEY PETROLEUM	HEATING FUIJ SY 20202021	14,695.04
252263	04/08/2021	TERP CONSULTING	Invoice #7690 for Expert Witness for E.S. Elemen.	500.00
252264	04/08/2021	THE AMERICAN BOTTLING CO	TO PAY INVOICES FOR 2020-2021 SCHOOL YEAR	141.00
252265	04/08/2021	THE LEUKEMIA & LYMPHOMA SOCIETY, INC	HS NORTH CASUAL FOR A CAUSE DONATION	134.00
252266	04/08/2021	THE PACKAGING PLACE	The Packaging Place	44.20
252267	04/08/2021	TOSHIBA BUSINESS SOLUTIONS	ID Badge Ribbon	358.00
252268	04/08/2021	TRANE U.S. INC.	DHW system at HSN	1,574.35

East Stroudsburg Area School District

Date Range 3/12/21 through 4/9/21

Listing of Bills

Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252268	04/08/2021	TRANE U.S. INC.	HW system at HSN	1,574.35
252269	04/08/2021	UNIVERSITY MUSIC SERVICE	"Hope" - SAATB - Ysaye M. Barnwell - Musical Sour	518.91
252270	04/08/2021	VERIZON WIRELESS	OPEN PURCHASE ORDER SY 2020-2021	3,228.29
252271	04/08/2021	VISUAL SOUND INC	HoverCam Solo 8Plus camera for 6 Elementary Schoo	6,192.00
			hovercams for digital teaching	3,440.00
252272	04/08/2021	WEBSTER'S FITNESS PRODUCTS INC.	Adapted PE Recumbent Bike	2,195.00
252273	04/08/2021	WEST MUSIC COMPANY	MUSIC SUPPLIES	169.99
252274	04/08/2021	WILK SOLUTIONS LLC	Band music shelving for JTL library	1,269.00
252275	04/08/2021	WILLIAM GEORGE OWENS	Guest Composer - South	5,000.00
252276	04/08/2021	WILLIAM V. MACGILL & CO.	Mary Louise Neyhart - first aid supplies	96.50
			Nancy Caiazzo - Oscope from MacGill	379.00
252277	04/08/2021	YOUTHLIGHT, INC	Nancy Caiazzo First Aid Supplies for Office	164.28
252278	04/08/2021	ZESWITZ MUSIC COMPANY	Books for new Social Workers	314.09
			Flute Mask	14.95
			Saxophone Repairs	86.40
			Zeswitz Instrument Repairs	619.20
Grand Total				2,630,487.83

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East Stroudsburg Area School District

Date Range 4/10/21 through 4/15/21

Listing of Bills

Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252279	04/15/2021	ADVANCE AUTO PARTS	BATTERY FOR SOUTH CAFETERIA VAN	109.40
252280	04/15/2021	ADVANCE AUTO PARTS	Advance Auto - Open Order for Parts	64.33
			Advance Auto - TRANSPORTATION GARAGE Parts	843.26
			gas cap for bucket truck	10.31
			silicon blade and squeegee	48.37
			wipers for M8	34.82
			wiring parts for HSS	13.28
252281	04/15/2021	ALL AMERICAN SPORTS CORP.	SOUTH FOOTBALL RECONDITIONING	12,514.62
252282	04/15/2021	AMAZON	Pre-Referral Intervention Manual MTSS Grant	1,033.70
			8TB External Hard Drive-USB 3.0	132.51
			amazon for supplys	103.68
			Amazon HS-S Book Order	157.90
			atlantic crank adjustable desk / Covid Expense	335.74
			batteries, extension cord, sani wipes, upbloom water	127.12
			courtyard classroom umbrellas	191.94
			Digital HDMI Extender	54.69
			Dymo Labels/Steno Books for iTec	56.03
			Flex Seating/Sp. Ed. Classroom Mateirals	1,354.88
			FOLDING CHAIR CART	1,055.97
			FOLDING CHAIRS & CART	4,661.37
			HS South English Dept FILM STUDY Course Supplies	70.79
			Laminator	1,557.97
			Noise Reduction Headphones for Special Education	842.11
			Non Contact Forehead Thermometer	58.50
			Phone fo Library	35.82
			PROJECT LEARNING BOOKS FOR TEACHERS	1,031.95
			SCOTCH TAPE/TAB FILE MANILA POCKET	94.23
			shredder for office	58.99
252283	04/15/2021	ANDREA FRITZ	Empl Expense claim # 4027.	11.42

East Stroudsburg Area School District

Date Range 4/10/21 through 4/15/21

Listing of Bills

Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252284	04/15/2021	ANTHONY J CALDERONE	Empl Expense claim # 4026.	133.45
252285	04/15/2021	BARBARA DAHL	2019-2020 TRIP REFUNDS POSTAGE TO STUDENTS	101.50
252286	04/15/2021	BARBARA RESCIGNO	Empl Expense claim # 4029.	16.74
252287	04/15/2021	VARSITY BRANDS HOLDING CO., INC	NORTH BASEBALL CHEST PROTECTOR	152.00
252288	04/15/2021	CANAN MELIKSAH	ALL STATE BAND & ALL EASTERN HONORS REGISTRATION	111.00
252289	04/15/2021	UGI CENTRAL	ESE MARCH NATURAL GAS LINE 411006828957	2,241.82
			HS SOUTH MARCH NATURAL GAS LINE 411008006032	6,588.75
252290	04/15/2021	UGI CENTRAL	JTL MARCH NATURAL GAS LINE 411006894413	3,772.81
			ESE MARCH NATURAL GAS 411006828957	1,437.96
			HS SOUTH MARCH NATURAL GAS 411008006032	4,889.06
			JTL MARCH NATURAL GAS 411006894413	2,650.85
252291	04/15/2021	CENTRAL PENNSYLVANIA DIGITAL LEARNING FOUNDATION	Tuition / Central PA / FEB 2021 /#21000192	5,840.10
252292	04/15/2021	CHAPMAN REFRIGERATION LLC	TO PAY INVOICES FOR 2020-2021	155.00
252293	04/15/2021	CHARLES W DAILEY	Empl Expense claim # 4025.	100.80
252294	04/15/2021	CHERYL KUTZMAN	Open PO for Cheryl Kutzman CONTRACT DRIVER	1,578.99
252295	04/15/2021	CHESTER COUNTY INTERMEDIATE UNIT	Tuition & sp ed services for sp ed student	4,332.95
252296	04/15/2021	CINTAS CORPORATION #101	Cintas Annual Insp. ESE duct detector & alarm sys	1,095.18
252297	04/15/2021	CM REGENT RESOURCES	APRIL LONG TERM DISABILITY INSURANCE	9,539.19
252298	04/15/2021	CM REGENT RESOURCES	APRIL LIFE INSURANCE	11,892.54
252299	04/15/2021	CMS COMMUNICATIONS INC	Sidecar for the new 8851	195.00
252300	04/15/2021	COMMONWEALTH CHARTER ACADEMY SCHOOL	Tuition / Commonwealth / APR 2021 / #715330	227,498.73
252301	04/15/2021	COMMUNICATIONS SYSTEMS, INC.	CSI repair to Smithfield fire smoke head/battery	400.00
252302	04/15/2021	DAN HOPKINS DESIGNS	SOUTH CHESS TEAM SHIRTS	130.45
252303	04/15/2021	DEBORAH HOLMES	Open PO for Deborah Holmes Con	1,836.90
252304	04/15/2021	DECKER EQUIPMENT/SCHOOL FIX	seats for cafeteria table as per safety committee	198.72
252305	04/15/2021	DEMCO INC	Scotch 845 Book Tape 4x15 yards	500.15
252306	04/15/2021	DENISE A FLYNN	Expense claim # 4043. MARCH MILEAGE	28.90
			Expense claim # 4044. SUPPLIES REIMBURSEMENT	3.00
252307	04/15/2021	DESTINY MORETTO	Expense claim # 4036.SPRING 2021 TUITION REIMBURS	2,795.00

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East Stroudsburg Area School District

Date Range 4/10/21 through 4/15/21

Listing of Bills

Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252308	04/15/2021	DEZIREE SEEMAN	SCHOOL WIDE BEHAVIOR SUPPLIES	36.20
252309	04/15/2021	DIANE KRUPSKI	Open PO for Diane Krupski CONTRACT DRIVER	1,034.60
252310	04/15/2021	DONATION	GIFT IN MEMORY OF M ARNOLD FATHER	25.00
252311	04/15/2021	DR. ROBERT KETTERER CHARTER SCHOOL, INC	Tuition / Adelphoi / FEB 2021	5,840.10
252312	04/15/2021	DUSTIN SISKA	Open PO for Dustin Siska CONTRACT DRIVER	3,602.85
252313	04/15/2021	E.S.E.A.	Payroll Run 1 - Warrant 210415	29,162.82
252314	04/15/2021	EAST STROUDSBURG	Payroll Run 1 - Warrant 210415	7,396.54
252315	04/15/2021	EASTBAY INC.	NORTH ATHLETICS EMBROIDERY	127.00
			NORTH ATHLETICS GAITERS FOR SPRING ATHLETES	2,475.00
			SOUTH SOFTBALL COACH POLOS,SHORTS	392.01
252316	04/15/2021	EASTON ARTS ACADEMY CHARTER SCHOOL	Tuition / Easton Arts / APR 2021 / #712334	12,465.84
252317	04/15/2021	ED FOUNDATION OF ES/GENERAL FUND	Payroll Run 1 - Warrant 210415	28.00
252318	04/15/2021	ENGL HAMBRIGHT & DAVIES, INC.	D.Kelly / Treasurer Public Official Bond	250.00
252319	04/15/2021	EPLUS TECHNOLOGY	Cisco Servers Board approved 2/22/21 Costars-3	20,896.64
252320	04/15/2021	EASTERN PENN SUPPLY COMPANY	keys for JMh bathroom	115.64
			parts for JMh	1,261.33
			parts for JMhHill	129.83
252321	04/15/2021	ERIK KONRAD ANDERSON PHD	NORTH & SOUTH RIFLE TEAM ORION SCORING SYSTEM	2,640.00
252322	04/15/2021	ESHN WRESTLING	WINTER ADDITIONAL CONCESSION 2018/2019	46.87
			WINTER CONCESSION PAY-OUT FOR 2017/2018	138.53
252323	04/15/2021	FAMILYID, INC	ATHLETICS REGISTRATION FOR FAMILYID	3,635.00
252324	04/15/2021	FASTENAL COMPANY	FASTENAL OPEN ORDER FOR PARTS & TOOLS	56.30
252325	04/15/2021	FIVE STAR INTERNATIONAL LLC	OPEN ORDER FOR PARTS	319.90
			OPEN ORDER FOR PARTS used credit 05P231434 \$3.70	56.41
252326	04/15/2021	FRANCIS DISALVO	OPEN ORDER FOR PARTS	12.25
252327	04/15/2021	FRONTIER	OPEN PURCHASE ORDER SY 2020-2021	832.09
252328	04/15/2021	GEORGE CARAMELLA	Open PO for George Caramella CONTRACT DRIVER	3,647.00
252329	04/15/2021	GERTRUDE HAWK CHOCOLATES	HS NORTH CANDY FUNDRAISER	518.40
252330	04/15/2021	GINA D. LABADIE	Open PO for Gina Labadie Contract Driver	773.60

East Stroudsburg Area School District

Date Range 4/10/21 through 4/15/21

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252331	04/15/2021	GOTTA GO	ESASD ATHLETICS PORTABLE RESTR	960.00
252332	04/15/2021	GROVE CITY AREA SCHOOL DISTRICT	Tuition / Grove City / FEB 2021 / G21507	2,544.00
252333	04/15/2021	HAB-DLT	Payroll Run 1 - Warrant 210415	458.53
252334	04/15/2021	HOME DEPOT CREDIT SERVICES	Home Depot Open PO-supplies MAINTENANCE	3,168.74
			Home Depot Order to complete lids gobuckets	767.04
			Open PO grounds	1,546.78
252335	04/15/2021	SFI LLC	Tutoring per a sp. ed. comp. ed. agreement	1,860.00
252336	04/15/2021	IONIE SINCLAIR	Open PO for Ionie Sinclair CONTRACT DRIVER	2,410.98
252337	04/15/2021	J.W.PEPPER & SONS-ACCT.#36-136400	Choral Music	87.50
252338	04/15/2021	JAY F ARMITAGE	RIFLE TEAM ITEMS PURCHASED	288.50
252339	04/15/2021	JENNIFER FULLER	Expense claim # 4031. SPRING 2021 TUITION REIMBURS	1,677.00
252340	04/15/2021	JENNY GALUNIC	Open PO for Jenny Galunic CONTRACT DRIVER	3,895.64
252341	04/15/2021	JESSICA REESE	Expense claim # 4042.SPRING 2021 TUITION REIMBURS	2,640.00
252342	04/15/2021	JOHN BOZENA	Expense claim # 4041.SPRING 2021 TUITION REIMBURS	805.00
252343	04/15/2021	JOSEPH FUCHS	Open PO for Joseph Fuchs CONTRACT DRIVER	2,280.88
252344	04/15/2021	JOSHUA PHILLIPS	Expense claim # 4039. GENERAL MEDICAL	75.00
252345	04/15/2021	JTL HSS PTO	MASKS FOR READING OLYMPICS COMPETITION	160.00
252346	04/15/2021	JUDIYN DESALES	ALL STATE BAND & ALL EASTERN HONORS REGISTRATION	111.00
252347	04/15/2021	KARLA J LABAR	Open PO for Karla Labar CONTRACT DRIVER	2,726.48
252348	04/15/2021	KATHARINE HOLMES	Open PO for Katharine Holmes CONTRACT DRIVER	2,732.28
252349	04/15/2021	KISTLER PRINTING COMPANY	Kistler Printing for CAREs TITLE I -do not send	1,623.85
252350	04/15/2021	LINDA L WISNEISKI	GIFTS-SHOWER-DEATHS AND SECRETARY DAY CARD	190.31
252351	04/15/2021	LIS FIELD TRIP REFUND-SPECIAL ACT.COVID-19	LEHMAN 8 SILVER POCONO VALLEY TRIP REFUND-JULIA	65.00
252352	04/15/2021	LISA GERST	Open PO for Lisa Gerst CONTRACT DRIVER	1,526.77
252353	04/15/2021	LISA K VITULLI	Expense claim # 4037.SPRING 2021 TUITION REIMBURS	1,575.00
252354	04/15/2021	MARIA FRASCELLA	Open PO for Maria Frascella CONTRACT DRIVER	3,885.18
252355	04/15/2021	MARTHA H MATHEIS	Expense claim # 4034.SPRING 2021 TUITION REIMBURS	300.00
252356	04/15/2021	MARY E KELLER	Expense claim # 4032.SPRING 2021 TUITION REIMBURS	1,620.00
252357	04/15/2021	MARY FINVER	Empl Expense claim # 4024.	25.00

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East Stroudsburg Area School District

Date Range 4/10/21 through 4/15/21

Listing of Bills

Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252358	04/15/2021	MELODY SEVERUD	Open PO for Melody Severud CONTRACT DRIVER	1,295.77
252359	04/15/2021	MET-ED	ESE MARCH ELECTRIC 100065663211	1,063.99
			NORTH CAMPUS MARCH ELECTRIC 100018255800	26,679.58
			TRAFFIC LIGHT MARCH 100031621285	40.32
			TRAFFIC LIGHT MARCH ELECTRIC 100075377489	28.59
252360	04/15/2021	DRISCOLL FOODS	TO PAY FOR INVOICES FOR 2020-2021 SCHOOL YEAR	15,816.47
252361	04/15/2021	MIDDLE SMITHFIELD TOWNSHIP	MIDDLE SMITHFIELD 2ND QTR 2021 SEWER FEE	4,725.00
			RESICA 2ND QTR 2021 SEWER FEE	4,200.00
252362	04/15/2021	MIDWEST TECHNOLOGY PRODUCTS	germicial cabinet 30"L replac	270.60
252363	04/15/2021	MIGUEL DEJESUS	Open PO for Miguel DeJesus Contract Driver	785.61
252364	04/15/2021	MODERN GAS SALES, INC.	LEHMAN POOL PROPANE	572.84
252365	04/15/2021	MURPHY & MURPHY, P.C.	Attorney fees for comp ed	7,700.00
252366	04/15/2021	MUSIC IN MOTION	Resica Instruments	975.29
252367	04/15/2021	NATALIA PHILLIPS	Expense claim # 4038. GENERAL MEDICAL	75.00
252368	04/15/2021	NATIONAL TIME & SIGNAL CORPORATION	larger clocks to replace main gym clocks at JTL	536.76
			Square clocks for JTL	697.44
252369	04/15/2021	NYSCSPC (NEW YORK STATE CHILD SUPPORT	Payroll Run 1 - Warrant 210415	129.00
252370	04/15/2021	OTIS ELEVATOR COMPANY	Otis PO for Elevator HSN	500.00
252371	04/15/2021	OVERDRIVE, INC.	HSS OverDrive Open PO Book Ord	389.91
252372	04/15/2021	PENNSYLVANIA ONE CALL SYSTEM, INC.	pa one call open po	9.74
252373	04/15/2021	PENNSYLVANIA VIRTUAL CHARTER SCHOOL	Tuition / PA Virtual / MAR 2021 / #710140	17,772.34
252374	04/15/2021	POCONO MOUNTAIN DAIRIES	TO PAY INVOICES FOR 2020-2021	31,706.48
252375	04/15/2021	POSTMASTER	SMITHFIELD NURSE OFFICE - 1 ROLL OF 100 STAMPS	56.50
252376	04/15/2021	PP&L	HS SOUTH ELECTRIC 67841-29000	28.65
			HS SOUTH ELECTRIC 92422-54001	28.78
			HS SOUTH ELECTRIC 95041-29005	28.78
			HS SOUTH ELECTRIC 98641-29009	27.14
252377	04/15/2021	PRUSA RESEARCH	grant supplies for tech ed	1,413.09
252378	04/15/2021	QUILL CORPORATION	Quote # 148606639	89.46

East Stroudsburg Area School District

Date Range 4/10/21 through 4/15/21

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Row Labels	Date	Vendor Name	Invoice Description	Check Amount
252379	04/15/2021	REINHART FOOD SERVICE	TO PAY INVOICES 2020-2021	20,929.85
252380	04/15/2021	RICHARD J. CARON FOUNDATION	CONF FEE H FALZONE, M SADOWSKY, S TOBIN & T HOUCK	1,180.00
252381	04/15/2021	RIFTON EQUIPMENT	Equipment for a special ed student	3,273.75
252382	04/15/2021	SCHUYLKILL VALLEY SPORTING GOODS	JTL FOOTBALL TEAM SUPPLIES HEL	340.91
252383	04/15/2021	SMITHFIELD SEWER AUTHORITY	ESE 1ST QTR 2021 SEWER FEE	4,875.00
			ESE 4TH QTR 2020 SEWER FEE	4,875.00
			JTL 1ST QTR 2021 SEWER FEE	8,775.00
			JTL 4TH QTR 2020 SEWER FEE	8,775.00
252384	04/15/2021	SOUTH PAW ENTERPRISE, INC.	Vibro Rockers	6,919.00
252385	04/15/2021	SOUTHWOOD PSYCHAITRIC HOSPITAL	OT and speech services for sp ed student	810.73
252386	04/15/2021	STAPLES CREDIT PLAN	Administrative Supplies for JTL 6 Band	363.76
			Misc office supplies	75.57
			NORTH ATHLETIC OFFICE SUPPLIES	108.25
			SOUTH ATHLETICS BINDER DIVIDERS	35.03
			SOUTH ATHLETICS OFFICE SUPPLIES	129.23
252387	04/15/2021	STEVE SHANNON TIRE & AUTO CENTER	Band Van Tires	366.32
252388	04/15/2021	TAIWO AFOLABI	Open PO for Taiwo Afolabi Contract Driver	2,605.00
252389	04/15/2021	TARA A LEWIS	Expense claim # 4033-SPRING 2021 TUITION REIMBURS	375.00
252390	04/15/2021	THE EC/BCLS TRAINING CENTER	CERTIFICATION CARDS FOR COACH CPR/AED TRAINING	22.00
252391	04/15/2021	UNIVERSITY MUSIC SERVICE	"Hope" - SAATB - Ysaye M. Barnwell - Musical Sour	202.37
252392	04/15/2021	WEST MUSIC COMPANY	HS S Instruments	367.24
252393	04/15/2021	WILLIAM VITULLI	Empl Expense claim # 4028.	46.14
252394	04/15/2021	ZESWITZ MUSIC COMPANY	Trumpet #458699 Repair	36.00
Grand Total				639,934.73

MARCH 2021 WIRE PAYMENTS

PAYROLL	\$ 3,477,347.00
ACCOUNTS PAYABLE - BENEFITS	\$ 8,378,470.32
FLEX SPENDING ACCOUNTS - TASC	\$ 21,391.96
WORKER'S COMP - INSERVCO	\$ 34,296.00
PROCUREMENT CARD	\$ 67,966.05
EBTEP	\$ 1,804,247.57
VOLUNTARY LIFE INSURANCE	\$ 8,353.20
NEOPOST POSTAGE	\$ 2,500.00
2014 GON	\$ 13,888.54
WRIGHT EXPRESS FLEET - GAS CARDS	\$ 4,504.45
	<u>\$13,812,965.09</u>

STATEMENT OF INCOME
For the Period Ending February 28, 2021
CAFETERIA FUND

STATEMENT OF INCOME
For the Period Ending February 28, 2021
CAFETERIA FUND

Munis Account Number	Current Period	Year-to-Date
REVENUE FROM LOCAL SOURCES:		
INTEREST ON INVESTMENTS 50-6510-000-000-00-000-000-0000-0000-	47.51	530.54
REVENUE FROM OPERATIONS:		
SALES, LUNCH - PAID 50-6611-000-000-00-000-000-0000-0000-	40.76	(711.37)
SALES, BREAKFAST - PAID 50-6612-000-000-00-000-000-0000-0000-	-	171.65
SUMMER SALES - B-FAST & LUNCH 50-6614-000-000-00-000-000-0000-0000-	-	-
SALES, A LA CARTE LUNCH 50-6620-000-000-00-000-000-0000-0000-	947.55	5,421.05
SALES, SPECIAL FUNCTIONS 50-6630-000-000-00-000-000-0000-0000-	1,769.35	9,482.90
MISC. PEPSI COMMISSION & REBATES 50-6920-000-000-00-000-000-0000-0000-	47.50	1,987.70
TOTAL SALES	<u>2,805.16</u>	<u>16,351.93</u>
TOTAL LOCAL REVENUE	<u>2,852.67</u>	<u>16,882.47</u>
REVENUE FROM STATE SOURCES		
STATE SUBSIDY -SOCIAL SECURITY 50-7112-000-322-00-000-000-0000-0000-	4,870.98	37,530.91
STATE SUBSIDY - LUNCH 50-7600-000-510-00-000-000-0000-0000-	4,257.94	37,772.74
STATE SUBSIDY - BREAKFAST 50-7600-000-511-00-000-000-0000-0000-	2,889.40	24,823.50
STATE SUBSIDY -RETIREMENT 50-7820-000-726-00-000-000-0000-0000-	21,866.51	162,658.54
TOTAL STATE REVENUE	<u>33,884.83</u>	<u>262,785.69</u>
REVENUE FROM FEDERAL SOURCES		
FEDERAL SUBSIDY - LUNCH 50-8531-000-362-00-000-000-0000-0000-	117,165.60	1,018,920.14
FEDERAL SUBSIDY - BREAKFAST 50-8531-000-365-00-000-000-0000-0000-	65,300.44	561,011.10
FEDERAL DONATED COMMODITY 50-8533-000-000-00-000-000-0000-0000-	-	-
TOTAL FEDERAL REVENUE	<u>182,466.04</u>	<u>1,579,931.24</u>
TOTAL CAFETERIA REVENUE	<u>\$219,203.54</u>	<u>\$1,859,599.40</u>
EXPENSES OF OPERATIONS		
Salary, Supervisors 50-3100-111-000-00-000-000-106-0000-	9,698.82	66,056.01
Salary, Manager 50-3100-111-000-00-000-000-109-0000-	6,123.14	83,660.56
Salary, OT Supervisors 50-3100-113-000-00-000-000-109-0000-	-	2,049.93
Salary, Secretary 50-3100-151-000-00-000-000-502-0000-	5,082.11	40,213.25
Salary, OT Secretary 50-3100-153-000-00-000-000-502-0000-	-	59.88
Salary, Cafeteria Worker 50-3100-170-000-00-000-000-804-0000-	95,816.68	583,710.97
Salary, Cafeteria Monitor 50-3100-171-000-00-000-000-806-0000-	3,063.27	17,033.95
Salary, Substitutes Worker 50-3100-172-000-00-000-000-804-0000-	57.28	916.48
Salary, OT Worker 50-3100-173-000-00-000-000-804-0000-	-	325.18
Salary, Summer Workers 50-3100-177-000-00-000-000-804-0000-	-	57,554.25
Salary, Cafeteria Custodian 50-3100-181-000-00-000-000-802-0000-	10,377.61	81,964.39
Salary, Substitutes Worker 50-3100-182-000-00-000-000-802-0000-	-	-
Salary, Substitutes Cafeteria Monitor 50-3100-182-000-00-000-000-806-0000-	-	-
Salary, OT Cafeteria Custodian 50-3100-183-000-00-000-000-802-0000-	-	125.82
LIFE Insurance 50-3100-213-000-00-000-000-000-0000-	786.58	5,426.39
LTD Insurance 50-3100-214-000-00-000-000-000-0000-	245.03	1,609.06
EYE Insurance 50-3100-215-000-00-000-000-000-0000-	-	-
FICA OASDI 50-3100-220-000-00-000-000-000-0000-	7,895.61	55,126.39
FICA HI 50-3100-221-000-00-000-000-000-0000-	1,846.34	12,892.22
RETIREMENT 50-3100-230-000-00-000-000-000-0000-	43,733.01	295,581.80
VOYA Contribution Plan 50-3100-232-000-00-000-000-000-0000-	45.60	344.76
UNEMPLOYMENT 50-3100-250-000-00-000-000-000-0000-	-	(874.86)
WORKERS COMPENSATION 50-3100-260-000-00-000-000-000-0000-	833.54	5,845.66
MEDICAL INSURANCE 50-3100-271-000-00-000-000-000-0000-	49,317.73	368,111.93
OTHER EMPLOYEE BENEFITS -PENSION 50-3100-290-000-00-000-000-000-0000-	-	-
TRAINING-REGISTRATION FEES 50-3100-360-000-00-000-000-000-0000-	-	-
CONTRACT MAINTENANCE 50-3100-411-000-00-000-000-000-0000-	-	14,453.26
UTILITY SERVICES, ELECTRICITY 50-3100-422-000-00-000-000-000-0000-	-	-
MAINTENANCE/REPAIRS 50-3100-432-000-00-000-000-000-0000-	1,354.59	16,510.15
VEHICLES-REPAIR/MAINTENANCE 50-3100-433-000-00-000-000-000-0000-	(206.05)	2,012.92
UPGRADE OF INFORMATION SYSTEM 50-3100-438-000-00-000-000-000-0000-	-	87.79
POSTAGE 50-3100-531-000-00-000-000-000-0000-	18.47	232.63
PRINTING & BINDING 50-3100-550-000-00-000-000-000-0000-	-	39.00
CONF/TRAVEL/MILEAGE 50-3100-580-000-00-000-000-000-0000-	10.19	545.00
SUPPLIES, NON-FOOD 50-3100-610-000-00-000-000-000-0000-	5,504.94	31,722.46
SUPPLIES, NON-FOOD 50-3100-610-986-00-000-000-000-8741-	446.20	21,442.84
ELECTRICITY 50-3100-622-000-00-000-000-000-0000-	2,926.82	27,332.37
FUEL 50-3100-626-000-00-000-000-000-0000-	215.10	1,425.57
Food Purchases 50-3100-631-000-00-000-000-000-0000-	28,643.34	284,280.45
MILK PURCHASES 50-3100-632-000-00-000-000-000-0000-	23,236.41	142,986.06
COMMODITY VALUE 50-3100-633-000-00-000-000-000-0000-	-	-
BOOKS & PERIODICALS 50-3100-640-000-00-000-000-000-0000-	-	-
NEW EQUIPMENT REPL>2,500 50-3100-640-000-00-000-000-000-0000-	-	-
SUPPLIES, TECH 50-3100-650-000-00-000-000-000-0000-	-	9,750.44
DEPRECIATION OF EQUIPMENT 50-3100-741-000-00-000-000-000-0000-	2,725.03	21,800.23
DUES & FEES 50-3100-810-000-00-000-000-000-0000-	278.80	4,027.57
TOTAL FOOD SERVICE EXPENSES	<u>\$300,076.19</u>	<u>\$2,256,382.76</u>
NET INCOME (LOSS)	<u>(\$80,872.65)</u>	<u>(\$396,783.36)</u>

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EAST STROUDSBURG AREA SCHOOL DISTRICT
 TREASURER'S REPORT AS OF MARCH 31, 2021

ESSA TREASURY OPERATING ACCOUNT - ALL FUNDS

3/1/21 Balance	\$ 11,273,346.94
Receipts	\$14,626,216.89
Interest/Dividends	\$859.71
Disbursements	\$ (18,428,643.00)
3/13/21 Balance	\$ 7,471,780.54

PLGIT - GENERAL FUND

3/1/21 Balance	\$ 12,516,199.28
Receipts	\$ 223,432.06
Interest/Dividends	\$ 92.79
Disbursements	\$ (11,500,000.00)
3/13/21 Balance	\$ 1,239,724.13

PSDLAF - GENERAL FUND

3/1/21 Balance	\$ 67,954,231.41
Receipts	\$6,224,892.52
Interest/Dividends	\$3,907.93
Disbursements	\$ (67,966.05)
3/13/21 Balance	\$ 74,115,065.81

ESSA WORKERS COMP SELF INS - GENERAL FUND

3/1/21 Balance	\$ 300,608.44
Receipts	
Interest/Dividends	\$ 40.77
Disbursements	
3/13/21 Balance	\$ 300,649.21

ESSA PAYPAL - GENERAL FUND

3/1/21 Balance	\$ 0.97
Receipts	
Interest/Dividends	
Disbursements	
3/13/21 Balance	\$ 0.97

ESSA FERNWOOD ESCROW - GENERAL FUND

3/1/21 Balance	\$ 38,549.21
Receipts	
Interest/Dividends	\$5.23
Disbursements	
3/13/21 Balance	\$ 38,554.44

ESSA - CAFETERIA FUND

3/1/21 Balance	\$ 249,484.33
Receipts	\$1,222.50
Interest/Dividends	\$ 33.91
Disbursements	\$ (106.35)
3/13/21 Balance	\$ 250,634.39

PLGIT - CAFETERIA FUND

3/1/21 Balance	\$	41,677.05
Receipts		
Interest/Dividends	\$	0.38
Disbursements		
3/13/21 Balance	\$	41,677.43

PLGIT - CAPITAL RESERVE FUND

3/1/21 Balance	\$	10,325,713.05
Receipts		
Interest/Dividends	\$	93.58
Disbursements		
3/13/21 Balance	\$	10,325,806.63

ESSA - CONCESSION STAND

3/1/21 Balance	\$	27,906.95
Receipts		
Interest/Dividends	\$	3.78
Disbursements		
3/13/21 Balance	\$	27,910.73

ESSA - EXPENDABLE TRUST

3/1/21 Balance	\$	31,841.96
Receipts		
Interest/Dividends	\$	4.32
Disbursements		
3/13/21 Balance	\$	31,846.28

ESSA - NON-EXPENDABLE TRUST

3/1/21 Balance	\$	18,749.19
Receipts		
Interest/Dividends	\$	2.54
Disbursements		
3/13/21 Balance	\$	18,751.73

ESSA - SPECIAL ACTIVITY

3/1/21 Balance	\$	243,344.05
Receipts		
Interest/Dividends		\$33.00
Disbursements		
3/13/21 Balance	\$	243,377.05

ESSA CD INVESTMENT - SPECIAL ACTIVITY

3/1/21 Balance	\$	41,563.78
Receipts		
Interest/Dividends	\$	71.74
Disbursements		
3/13/21 Balance	\$	41,635.52

ESSA - STUDENT ACTIVITY

3/1/21 Balance	\$	74,770.24
Receipts		
Interest/Dividends	\$	10.14
Disbursements		
3/13/21 Balance	\$	74,780.38

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EAST STROUDSBURG AREA SCHOOL DISTRICT BANK RECONCILIATION

NAME OF ACCOUNT General Fund (Treasury Fund)

BANK ESSA

Prepared by: Sonya Burch

Approved by: Diane Kelly 3/31/21

MONTH: Feb-21

ESSA Checking \$ 11,273,346.94 \$ 11,273,346.94

Less:	Outstanding Checks-Treasury Fund	\$ 2,104,297.83	
	Outstanding Payroll Activity	\$ 1,532.06	
	Outstanding PA Withholding		
	Outstanding PA Employee Unemployment		
	Outstanding Federal Tax		
	Outstanding Flex Spending Accounts		
	Outstanding TSA	\$ 34.28	
			\$ 2,105,863.67
			\$ 9,167,483.27

General Ledger 00-0000-010-000-00-000-000-0000 \$ 9,172,135.25

Adjustments:





Interest Added, Saturday, 2/27/21 Online - Not on Statement		\$ (85.51)	
Check# 251609 Cleared, Saturday, 1/30/21 - Not on Statement		\$ 254.12	
Ending Balance in "Payroll Account" Account 2/26/21		\$ (4,820.59)	
			\$ (4,651.98)
			\$ 9,167,483.27

Difference 237 \$ 0.00

RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT GENERAL FUND OPERATING
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	iBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$7,471,780.54

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$11,273,346.94
	32 Credit(s) This Period	\$14,627,076.60
	66 Debit(s) This Period	-\$18,428,643.00
03/31/2021	Ending Balance	\$7,471,780.54

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$859.71
Interest Paid Year-to-Date	\$8,884.07

Deposits

Date	Description	Amount
02/27/2021	INTEREST FROM ACCT	\$0.72
02/27/2021	INTEREST FROM ACCT	\$1.82
02/27/2021	INTEREST FROM ACCT	\$0.34
02/27/2021	INTEREST FROM ACCT	\$57.15
02/27/2021	INTEREST FROM ACCT	\$6.67
02/27/2021	INTEREST FROM ACCT	\$8.07
02/27/2021	INTEREST FROM ACCT	\$10.74
03/01/2021	TRANSFER FROM	\$1,613.29
03/02/2021	TRANSFER FROM	\$5,042.76
03/08/2021	TRANSFER FROM	\$204.79
03/10/2021	TRANSFER FROM	\$331.32
03/11/2021	TRANSFER FROM	\$141.79
03/15/2021	TRANSFER FROM	\$1,365.91
03/19/2021	TRANSFER FROM	\$512.64
03/23/2021	WIRE FROM PENNSYLVANIA LOCAL GOVE	\$7,500,000.00
03/24/2021	TRANSFER FROM	\$5,487.85
03/26/2021	TRANSFER FROM	\$100.00
03/29/2021	TRANSFER FROM	\$153.91
03/30/2021	TRANSFER FROM	\$3,275.78
03/31/2021	INTEREST FROM ACCT	\$7.38
03/31/2021	INTEREST FROM ACCT	\$63.27
03/31/2021	INTEREST FROM ACCT	\$2.01
03/31/2021	INTEREST FROM ACCT	\$0.45
03/31/2021	INTEREST FROM ACCT	\$0.59
03/31/2021	INTEREST FROM ACCT	\$8.94



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Pennsylvania Local Government Investment Trust

Account Statement - Transaction Summary

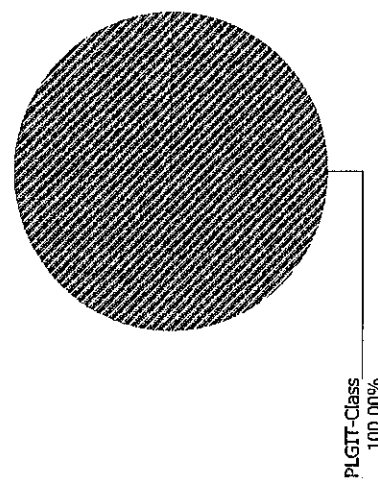
For the Month Ending **March 31, 2021**

East Stroudsburg Area School District - GENERAL FUND

PLGIT-Class	
Opening Market Value	12,516,199.28
Purchases	223,524.85
Redemptions	(11,500,000.00)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$1,239,724.13
Cash Dividends and Income	92.79

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Asset Summary		
	March 31, 2021	February 28, 2021
PLGIT-Class	1,239,724.13	12,516,199.28
Total	\$1,239,724.13	\$12,516,199.28
Asset Allocation		





PSDLAF Monthly Statement
East Stroudsburg ASD

Please Note:
THE FUND WILL BE CLOSED APRIL 2ND IN OBSERVANCE OF GOOD
FRIDAY

Activity Summary **General Fund**

3/1/2021 - 3/31/2021

Investment Pool Summary

	MAX
Beginning Balance	\$47,450,332.67
Dividends	\$425.08
Purchases	\$6,224,892.52
Redemptions	(\$67,966.05)
Ending Balance	\$53,607,684.22
Average Monthly Rate	0.01%
Share Price	\$1.000
Total	\$53,607,684.22

Total Fixed Income **\$20,507,381.59**

Account Total **\$74,115,065.81**

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East Stroudsburg ASD
Craig Neiman
50 Vine Street
East Stroudsburg, PA 18031



PMA Financial Network
2135 CityGate Lane, 7th Floor
Naperville, IL 60563

Your PMA Representative
Andy Orr
(717) 519-5960
aorr@pmanetwork.com



PSDLAF Monthly Statement
East Stroudsburg ASD

Fixed Income Investments

Interest 3/1/2021 - 3/31/2021

Type	Holding Id	Trade date	Description	Interest
Flex	236106-1	03/31/2021	Flex-236106-1 NEXBANK, NJ	\$3,482.23
Flex	236107-1	03/31/2021	Flex-236107-1 PSDLAF - Full Flex Pool (Nex Ics)	\$0.31
Flex	236108-1	03/31/2021	Flex-236108-1 PSDLAF - Full Flex Pool (Org)	\$0.31
				\$3,482.85





041

200 Palmer Street • PO Box L
Stroudsburg, PA 18360-0160

RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT WORKERS COMP SELF INS
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	iBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$300,649.21

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$300,608.44
	1 Credit(s) This Period	\$40.77
	0 Debit(s) This Period	\$0.00
03/31/2021	Ending Balance	\$300,649.21

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$40.77
Interest Paid Year-to-Date	\$157.28

Other Credits

Date	Description	Amount
03/31/2021	INTEREST PAID 2/27 THROUGH 3/31	\$40.77
		1 item(s) totaling \$40.77

Daily Balances

Date	Amount
03/31/2021	\$300,649.21

ESSA Bank & Trust

200 Palmer Street • PO Box L
Stroudsburg, PA 18360-0160





RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT PAYPAL ACCOUNT
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Statement Ending 03/31/2021

Page 1 of 2

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	iBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$0.97

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$0.97
	0 Credit(s) This Period	\$0.00
	0 Debit(s) This Period	\$0.00
03/31/2021	Ending Balance	\$0.97







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RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT ESCROW ACCT FERNWOOD
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	iBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$38,554.44

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$38,549.21
	1 Credit(s) This Period	\$5.23
	0 Debit(s) This Period	\$0.00
03/31/2021	Ending Balance	\$38,554.44

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$5.23
Interest Paid Year-to-Date	\$20.17

Other Credits

Date	Description	Amount
03/31/2021	INTEREST PAID 2/27 THROUGH 3/31	\$5.23
		1 item(s) totaling \$5.23





Daily Balances

Date	Amount
03/31/2021	\$38,554.44

RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT CAFETERIA FUND
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	iBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$250,634.39

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$249,484.33
	24 Credit(s) This Period	\$1,256.41
	2 Debit(s) This Period	-\$106.35
03/31/2021	Ending Balance	\$250,634.39

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$33.91
Interest Paid Year-to-Date	\$130.53

Electronic Credits

Date	Description	Amount
03/01/2021	GLOBAL PAY GLOBAL DEP CCD	\$120.00
03/01/2021	GLOBAL PAY GLOBAL DEP CCD	\$45.00
03/03/2021	GLOBAL PAY GLOBAL DEP CCD	\$35.00
03/04/2021	GLOBAL PAY GLOBAL DEP CCD	\$55.00
03/05/2021	GLOBAL PAY GLOBAL DEP CCD	\$77.50
03/08/2021	GLOBAL PAY GLOBAL DEP CCD	\$122.50
03/08/2021	GLOBAL PAY GLOBAL DEP CCD	\$35.00
03/09/2021	GLOBAL PAY GLOBAL DEP CCD	\$35.00
03/11/2021	GLOBAL PAY GLOBAL DEP CCD	\$32.50
03/15/2021	GLOBAL PAY GLOBAL DEP CCD	\$175.00
03/15/2021	GLOBAL PAY GLOBAL DEP CCD	\$22.50
03/16/2021	GLOBAL PAY GLOBAL DEP CCD	\$22.50
03/17/2021	GLOBAL PAY GLOBAL DEP CCD	\$12.50
03/18/2021	GLOBAL PAY GLOBAL DEP CCD	\$22.50
03/19/2021	GLOBAL PAY GLOBAL DEP CCD	\$77.50
03/22/2021	GLOBAL PAY GLOBAL DEP CCD	\$42.50
03/22/2021	GLOBAL PAY GLOBAL DEP CCD	\$22.50
03/24/2021	GLOBAL PAY GLOBAL DEP CCD	\$57.50
03/25/2021	GLOBAL PAY GLOBAL DEP CCD	\$77.50
03/26/2021	GLOBAL PAY GLOBAL DEP CCD	\$42.50
03/29/2021	GLOBAL PAY GLOBAL DEP CCD	\$22.50
03/30/2021	GLOBAL PAY GLOBAL DEP CCD	\$32.50
03/31/2021	GLOBAL PAY GLOBAL DEP CCD	\$35.00

23 item(s) totalling \$1,222.50



Pennsylvania Local Government Investment Trust

Account Statement - Transaction Summary

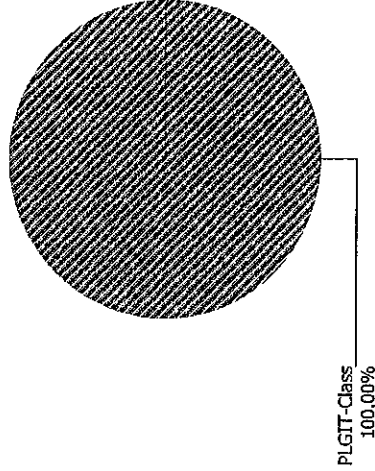
For the Month Ending **March 31, 2021**

East Stroudsburg Area School District - CAFETERIA

PLGIT-Class	
Opening Market Value	41,677.05
Purchases	0.38
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$41,677.43
Cash Dividends and Income	0.38

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Asset Summary		
	March 31, 2021	February 28, 2021
PLGIT-Class	41,677.43	41,677.05
Total	\$41,677.43	\$41,677.05
Asset Allocation		





Pennsylvania Local Government Investment Trust

Account Statement - Transaction Summary

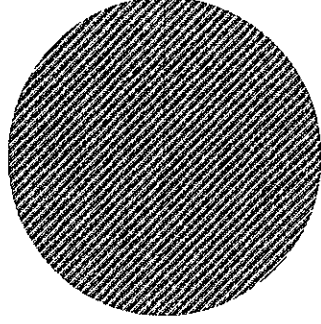
For the Month Ending March 31, 2021

East Stroudsburg Area School District - CAPITAL RESERVE

PLGIT-Class	
Opening Market Value	10,325,713.05
Purchases	93.58
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,325,806.63
Cash Dividends and Income	93.58

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Asset Summary		
	March 31, 2021	February 28, 2021
PLGIT-Class	10,325,806.63	10,325,713.05
Total	\$10,325,806.63	\$10,325,713.05
Asset Allocation		







PLGIT-Class
100.00%

RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT CONCESSION STAND FUND
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	IBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$27,910.73

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$27,906.95
	1 Credit(s) This Period	\$3.78
	0 Debit(s) This Period	\$0.00
03/31/2021	Ending Balance	\$27,910.73

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$3.78
Interest Paid Year-to-Date	\$14.59

Other Credits

Date	Description	Amount
03/31/2021	INTEREST PAID 2/27 THROUGH 3/31	\$3.78
		1 item(s) totaling \$3.78

Daily Balances





Date	Amount
03/31/2021	\$27,910.73

200 Palmer Street • PO Box L
Stroudsburg, PA 18360-0160

RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT EXPENDABLE SCHOLARSHIP
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	lBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$31,846.28

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$31,841.96
	1 Credit(s) This Period	\$4.32
	0 Debit(s) This Period	\$0.00
03/31/2021	Ending Balance	\$31,846.28

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$4.32
Interest Paid Year-to-Date	\$16.66

Other Credits

Date	Description	Amount
03/31/2021	INTEREST PAID 2/27 THROUGH 3/31	\$4.32
		1 item(s) totaling \$4.32

Daily Balances

Date	Amount
03/31/2021	\$31,846.28





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200 Palmer Street • PO Box L
Stroudsburg, PA 18360-0160

RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT NON-EXPENDABLE
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	iBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$18,751.73

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$18,749.19
	1 Credit(s) This Period	\$2.54
	0 Debit(s) This Period	\$0.00
03/31/2021	Ending Balance	\$18,751.73

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$2.54
Interest Paid Year-to-Date	\$9.80

Other Credits

Date	Description	Amount
03/31/2021	INTEREST PAID 2/27 THROUGH 3/31	\$2.54
		1 Item(s) totaling \$2.54

Daily Balances





Date	Amount
03/31/2021	\$18,751.73

200 Palmer Street • PO Box L
Stroudsburg, PA 18360-0160

RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT SPECIAL ACTIVITY FUND
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	iBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$243,377.05

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$243,344.05
	1 Credit(s) This Period	\$33.00
	0 Debit(s) This Period	\$0.00
03/31/2021	Ending Balance	\$243,377.05

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$33.00
Interest Paid Year-to-Date	\$127.31

Other Credits

Date	Description	Amount
03/31/2021	INTEREST PAID 2/27 THROUGH 3/31	\$33.00
		1 item(s) totaling \$33.00

Daily Balances

Date	Amount
03/31/2021	\$243,377.05

Savings

Account Number

Statement Date

04/06/2021

Page 1

Date	Transaction Description	Amount	Ending Balance
12/30/2020	Interest Deposit - INTEREST PAID 10/01 THROUGH 12/31	73.20	41,563.78
03/30/2021	Interest Deposit - INTEREST PAID 01/01 THROUGH 03/31	71.74	41,635.52

EAST STROUDSBURG AREA
SCHOOL DISTRICT
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301





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200 Palmer Street • PO Box L
Stroudsburg, PA 18360-0160

RETURN SERVICE REQUESTED

EAST STROUDSBURG AREA SCHOOL
DISTRICT STUDENT ACTIVITY FUND
C/O CRAIG NEIMAN
50 VINE ST
EAST STROUDSBURG PA 18301-2150

Customer Service Contact

	Phone	855-713-8001
	Hours	8:00 a.m. - 6:00 p.m. M-F
	Website	essabank.com
	Email	IBank@essabank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking		\$74,780.38

Government Checking

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$74,770.24
	1 Credit(s) This Period	\$10.14
	0 Debit(s) This Period	\$0.00
03/31/2021	Ending Balance	\$74,780.38

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$10.14
Interest Paid Year-to-Date	\$39.12

Other Credits

Date	Description	Amount
03/31/2021	INTEREST PAID 2/27 THROUGH 3/31	\$10.14
		1 item(s) totaling \$10.14

Daily Balances

Date	Amount
03/31/2021	\$74,780.38

Balance Sheet Report for 2021 Period 9



Account Number	Description	Period Net Change	Account Balance
Assets			
00-0000-010-000-00-000-000-000-0000-	AP Cash - TREASURY FUND	(2,203,136.66)	6,968,998.59
		Total Assets	6,968,998.59
Liabilities			
00-0000-001-000-00-000-000-000-0000-	Due To/Due From General Fund	2,024,451.49	(7,955,436.66)
00-0000-002-000-00-000-000-000-0000-	Due To/Due From Special Activi	1,899.66	(1,808.78)
00-0000-003-000-00-000-000-000-0000-	Due To/Due From Capital Reserv	66,945.93	144,032.94
00-0000-004-000-00-000-000-000-0000-	Due To/Due From Cafeteria Fun	116,735.36	957,999.67
00-0000-005-000-00-000-000-000-0000-	Due To/Due From Student Activi	(6,363.45)	(39,866.17)
00-0000-006-000-00-000-000-000-0000-	Due To/Due From Concession Sta	0.00	(12,319.10)
00-0000-007-000-00-000-000-000-0000-	Due To/Due From Private - Purp	(31.02)	5,881.02
00-0000-008-000-00-000-000-000-0000-	Due To/Due From Investment Tru	(501.31)	(67,481.51)
		Total Liabilities + Fund Balance	(6,968,998.59)

\$6,968,998.59 = 2,203,136.66 + \$9,172,135.25

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Balance Sheet Report for 2021 Period 9



Account Number Description Period Net Change Account Balance

10-General Fund

Assets

10-0000-010-000-00-000-000-000-0000-	AP Cash - GENERAL FUND	(7,162,147.21)	100,239,078.58
10-0103-020-000-00-000-000-000-0000-	Cash Petty Cash	(2,024,451.49)	7,955,436.66
10-0111-011-000-00-000-000-000-0003-	Investment PLGIT	0.00	350.00
10-0111-011-000-00-000-000-000-0009-	Investment Liquid Asset PSDLAF	(11,276,475.15)	1,239,724.13
10-0121-012-000-00-000-000-000-0013-	Delinquent Taxes Receivable	6,160,834.40	74,115,065.81
10-0121-012-000-00-000-000-000-0014-	Delinquent Taxes Interim	0.00	14,065,588.24
10-0121-012-000-00-000-000-000-0015-	Taxes Receivable Tax Claim Dif	0.00	7,353.25
10-0142-014-000-00-000-000-000-0023-	State Subsidies Receivable	0.00	(2,519,211.47)
10-0143-014-000-00-000-000-000-0026-	Federal Subsidies Receivable	0.00	2,514,671.39
10-0154-015-000-00-000-000-000-0027-	Allowance Uncollected Recievab	0.00	2,311,544.18
10-0155-015-000-00-000-000-000-0034-	Due from Employees	0.00	(17,620.58)
10-0155-015-000-00-000-000-000-0035-	Due from Use of Facility	1,655.75	153,812.10
10-0155-015-000-00-000-000-000-0036-	Due from Students & Misc	0.00	2,185.15
10-0181-018-000-00-000-000-000-0041-	Prepaid Expenses Arbitrpay	1,120.38	68,368.20
10-0101-020-000-00-000-000-000-0019-	Cash ESSA PayPal	(24,877.10)	2,606.90
10-0101-020-000-00-000-000-000-0025-	Cash ESSA W/C Escrow	0.00	0.97
10-0101-020-000-00-000-000-000-0028-	Cash ESSA Fernwood Escrow	40.77	300,649.21
		5.23	38,554.44

Liabilities

10-0000-042-000-00-000-000-000-0000-	Accounts Payable	3,923,628.14	(18,457,983.57)
10-0421-039-000-00-000-000-000-0043-	Account Payable CDL class	(603,343.61)	(574,263.80)
10-0421-039-000-00-000-000-000-0044-	Account Payable Donation	(480.00)	(9,120.00)
10-0462-046-000-00-000-000-000-0082-	Federal Withholding	(770.00)	(770.00)
10-0462-046-000-00-000-000-000-0084-	FICA - OASDI Withholding	454.79	891.82
10-0462-046-000-00-000-000-000-0085-	FICA - HI Withholding	(332.00)	(3.42)
10-0462-046-000-00-000-000-000-0086-	PA State Withholding	(77.62)	(0.80)
10-0462-046-000-00-000-000-000-0087-	PA Unemployment WH	(81.34)	(0.01)
		(3,191.45)	(9,463.78)

Total Assets (7,162,147.21) Total Liabilities (18,457,983.57)

Balance Sheet Report for 2021 Period 9



Account Number	Description	Period Net Change	Account Balance
29 Special Activity			
29-0000-010-000-00-000-000-000-2999-	AP Cash	71.74	3,849.63
29-0000-010-000-00-000-000-000-5011-	AP Cash	(366.80)	8,018.63
29-0000-010-000-00-000-000-000-5012-	AP Cash	(603.42)	7,880.27
29-0000-010-000-00-000-000-000-5021-	EHN Baseball AP Cash	0.00	3,092.39
29-0000-010-000-00-000-000-000-5030-	AP Cash	(691.20)	5,804.39
29-0000-010-000-00-000-000-000-5050-	AP Cash	0.00	257.51
29-0000-010-000-00-000-000-000-5050-	AP Cash	0.00	2,756.94
29-0000-010-000-00-000-000-000-5062-	AP Cash	59.00	4,111.11
29-0000-010-000-00-000-000-000-5071-	AP Cash	0.00	1,013.37
29-0000-010-000-00-000-000-000-5080-	AP Cash	(525.00)	8,554.03
29-0000-010-000-00-000-000-000-5100-	AP Cash	(703.13)	2,338.88
29-0000-010-000-00-000-000-000-5132-	AP Cash	0.00	(586.78)
29-0000-010-000-00-000-000-000-5142-	AP Cash	0.00	1,849.60
29-0000-010-000-00-000-000-000-5172-	AP Cash	0.00	1,071.87
29-0000-010-000-00-000-000-000-5192-	Cash Control	33.00	243,377.05
29-0101-020-000-00-000-000-000-0001-	Cash ESSA Special Activity	71.74	41,635.52
29-0111-011-000-00-000-000-000-0002-	Investment Special Act CD	(149.20)	(791.21)
Liabilities			
29-0000-042-000-00-000-000-000-2917-	Accounts Payable Control	(20.00)	(20.00)
29-0000-042-000-00-000-000-000-5012-	Accounts Payable Control	(129.20)	0.00
29-0499-049-000-00-000-000-000-0139-	Other Current Liab Outstanding	0.00	(771.21)
Fund Balance		1,944.12	(286,023.29)
29-0000-032-000-00-000-000-000-0000-	Revenue Control	(33.00)	(547.41)
29-0000-032-000-00-000-000-000-2926-	JMH K-Kid Club Revenue Control	0.00	(50.00)
29-0000-032-000-00-000-000-000-2948-	Revenue Control	(189.79)	(358.72)
29-0000-032-000-00-000-000-000-2949-	Revenue Control	0.00	(928.78)
29-0000-062-000-00-000-000-000-2949-	Expend Control	55.02	(578.60)
29-0000-032-000-00-000-000-000-2959-	Revenue Control	0.00	(183.00)
Total Liabilities		(149.20)	(791.21)
Total Fund Balance		1,944.12	(286,023.29)

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Balance Sheet Report for 2021 Period 9



Account Number	Description	Period Net Change	Account Balance
50 Cafeteria Fund			
Assets			
50-0000-010-000-00-000-000-000-0000-	AP Cash	(308,667.49)	(238,468.22)
50-0101-020-000-00-000-000-000-0001-	Cash ESSA Cafeteria Fund	(116,735.36)	(957,999.67)
50-0101-020-000-00-000-000-000-0003-	Cash PLGIT Cafeteria Fund	1,052.56	250,701.89
50-0103-020-000-00-000-000-000-0000-	Cash Petty Cash	0.38	41,677.43
50-0142-014-000-00-000-000-000-0023-	State Subsidies Receivable	0.00	1,255.00
50-0142-014-000-00-000-000-000-0024-	State Subsidies Comp Absences	(7,147.34)	0.00
50-0143-014-000-00-000-000-000-0026-	Federal Subsidies Receivable	0.00	41,720.60
50-0155-015-000-00-000-000-000-0000-	Other Receivables	(183,112.70)	(646.66)
50-0172-017-000-00-000-000-000-0038-	Inventory Supplies & Materials	0.00	62,636.00
50-0172-017-000-00-000-000-000-0039-	Inventory Purchased Food	0.00	21,435.74
50-0231-023-000-00-000-000-000-0000-	Machinery, Equip, & Furniture	0.00	132,631.62
50-0244-024-000-00-000-000-000-0000-	Accum Depr Machinery & Equip	0.00	590,405.45
Liabilities			
50-0000-042-000-00-000-000-000-0000-	Accounts Payable	(2,725.03)	(422,285.62)
50-0421-039-000-00-000-000-000-0036-	Due to Students	(5,960.73)	(6,355,305.51)
50-0421-039-000-00-000-000-000-0045-	Net Pension Liability	(5,990.18)	(1,882.00)
50-0540-050-000-00-000-000-000-0000-	Accumulated Comp Abs Payable	29.45	(46,768.55)
50-0560-050-000-00-000-000-000-0000-	OPEB Payable	0.00	(5,296,176.00)
Fund Balance			
50-0000-032-000-00-000-000-000-0000-	Revenue Control	0.00	(728,084.00)
50-0000-062-000-00-000-000-000-0000-	Expend Control	314,628.22	6,593,773.73
50-0000-063-000-00-000-000-000-0000-	Encumbrance Control	(4,600.33)	(1,864,199.73)
50-0000-086-000-00-000-000-000-0000-	Budgetary Fund Bal Reserved fo	319,228.55	2,575,611.31
50-0790-079-000-00-000-000-000-0156-	Net Position	(4,987.25)	861,456.79
50-0910-091-000-00-000-000-000-0000-	DeferredOutflowResourcePension	4,987.25	(861,456.79)
50-0950-095-000-00-000-000-000-0000-	DeferredInflowResourcePension	0.00	5,393,953.15
50-0950-095-000-00-000-000-000-0000-	DeferredInflowResourcePension	0.00	810,169.00
50-0950-095-000-00-000-000-000-0000-	DeferredInflowResourcePension	0.00	(398,640.00)

Balance Sheet Report for 2021 Period 9



Account Number	Description	Period Net Change	Account Balance
Assets			
58-0000-010-000-00-000-000-000-0000-	AP Cash	3.78	40,229.83
58-0101-020-000-30-819-000-000-0011-	Cash ESSA ConcessionStand Nort	0.00	12,319.10
58-0101-020-000-30-820-000-000-0012-	Cash ESSA ConcessionStand Sout	1.89	12,308.12
		1.89	15,602.61
	Total Assets	0.00	(40,520.84)
Liabilities			
58-0421-039-000-30-000-000-000-0042-	A/P ATHLETIC DEPT	0.00	(44,012.64)
58-0421-039-000-30-819-551-000-5030-	A/P EHN Cheerleading Fall	0.00	(5.30)
58-0421-039-000-30-819-551-000-5062-	A/P EHN Field Hockey Fall	0.00	(5.30)
58-0421-039-000-30-819-551-000-5071-	A/P EHN Football Fall	0.00	(3.20)
58-0421-039-000-30-819-551-000-5131-	A/P EHN B Soccer Fall	0.00	(5.30)
58-0421-039-000-30-819-551-000-5132-	A/P EHN G Soccer Fall	0.00	(5.31)
58-0421-039-000-30-819-551-000-5172-	A/P EHN G Tennis Fall	0.00	(7.22)
58-0421-039-000-30-819-551-000-5201-	A/P EHN Wristling Fall	0.00	46.87
58-0421-039-000-30-819-551-000-8001-	A/P EHN Band Ciub Fall	0.00	(8.51)
58-0421-039-000-30-819-552-000-5011-	A/P EHN B Basketball Winter	0.00	155.00
58-0421-039-000-30-819-552-000-5012-	A/P EHN G Basketball Wmter	0.00	310.53
58-0421-039-000-30-819-552-000-5030-	A/P EHN Cheerleading Winter	0.00	(0.30)
58-0421-039-000-30-819-552-000-5201-	A/P EHN Wrestling Winter	0.00	(8.16)
58-0421-039-000-30-819-553-000-5182-	A/P EHN G Track Spring	0.00	140.95
58-0421-039-000-30-820-000-000-5000-	A/P EHS Athletic Fall	0.00	341.26
58-0421-039-000-30-820-551-000-5011-	A/P EHS B Basketball Fall	0.00	1,301.40
58-0421-039-000-30-820-551-000-5012-	A/P EHS G Basketball Fall	0.00	1,348.72
58-0421-039-000-30-820-551-000-5030-	A/P EHS Cheerleading Fall	0.00	(1.69)
58-0421-039-000-30-820-551-000-5050-	A/P EHS Cross Country Fall	0.00	(7.72)
58-0421-039-000-30-820-551-000-5062-	A/P EHS Field Hockey Fall	0.00	1,428.52
58-0421-039-000-30-820-551-000-5071-	A/P EHS Football Fall	0.00	(18.19)
58-0421-039-000-30-820-551-000-5100-	A/P EHS Rifle Fall	0.00	(2.56)

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Balance Sheet Report for 2021 Period 9

Account Number	Description	Period Net Change	Account Balance
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Assets

71-0000-010-000-00-000-000-000-7190-	AP Cash	33.56	47,429.57
71-0000-010-000-00-000-000-000-7191-	AP Cash	2.19	866.05
71-0000-010-000-00-000-000-000-7193-	AP Cash	9.27	248.11
71-0000-010-000-00-000-000-000-7194-	AP Cash	0.86	124.30
71-0000-010-000-00-000-000-000-7197-	AP Cash	13.57	11,084.90
71-0101-010-000-00-000-000-000-0001-	AP Cash	7.67	547.35
71-0101-020-000-00-000-000-000-0001-	AP Cash	(2.54)	(18,751.73)
71-0111-011-000-00-000-000-000-7190-	CASH ESSA Bank Non-Expenda	2.54	18,751.73
71-0111-011-000-00-000-000-000-7191-	Investment Reid CD	0.00	2,500.00
71-0111-011-000-00-000-000-000-7193-	Investment Kulick CD	0.00	6,052.77
71-0111-011-000-00-000-000-000-7194-	Investment Davis CD	0.00	1,000.00
71-0111-011-000-00-000-000-000-7197-	Investment VanVliet CD	0.00	20,006.09
	Investment Walter CD	0.00	5,000.00
Fund Balance		(33.56)	(47,429.57)

71-0000-032-000-00-000-000-000-7190-	Revenue Control	(2.19)	(18.32)
71-0000-032-000-00-000-000-000-7191-	Revenue Control	(9.27)	(84.47)
71-0000-032-000-00-000-000-000-7193-	Revenue Control	(0.86)	(10.46)
71-0000-032-000-00-000-000-000-7194-	Revenue Control	(13.57)	(133.03)
71-0000-032-000-00-000-000-000-7197-	Revenue Control	(7.67)	(70.10)
71-0795-079-000-00-000-100-000-7190-	Net Position Reid	0.00	(2,530.66)
71-0795-079-000-00-000-100-000-7191-	Net Position Kulick	0.00	(6,300.84)
71-0795-079-000-00-000-100-000-7193-	Net Position Davis	0.00	(954.33)
71-0795-079-000-00-000-100-000-7194-	Net Position VanVliet	0.00	(24,849.57)
71-0795-079-000-00-000-100-000-7197-	Net Position Walter	0.00	(4,185.13)
71-0795-079-000-00-000-101-000-7190-	Net Position Reid	0.00	(817.07)
71-0795-079-000-00-000-101-000-7191-	Net Position Kulick	0.00	84.43
71-0795-079-000-00-000-101-000-7193-	Net Position Davis	0.00	(159.51)
Total Assets		33.56	47,429.57
Total Fund Balance		(33.56)	(47,429.57)



Balance Sheet Report for 2021 Period 9

Account Number	Description	Period Net Change	Account Balance
72-0000-010-000-00-000-000-7225-	AP Cash	0.00	(397.44)
72-0000-010-000-00-000-000-7226-	AP Cash	0.00	2.95
72-0000-010-000-00-000-000-7227-	AP Cash	0.00	0.12
72-0000-010-000-00-000-000-7228-	AP Cash	0.00	3.96
72-0000-010-000-00-000-000-7229-	AP Cash	0.00	0.46
72-0000-010-000-00-000-000-7230-	AP Cash	0.00	3.81
72-0000-010-000-00-000-000-7231-	AP Cash	0.00	0.20
72-0101-020-000-00-000-000-0001-	Cash ESSA Bank Expendable Trus	4.32	31,846.28
72-0111-011-000-00-000-000-7201-	Investment Verwey	0.00	1,462.71
72-0111-011-000-00-000-000-7202-	Investment Maynard	0.00	4,665.00
72-0111-011-000-00-000-000-7203-	Investment Lantz	0.00	50,000.00
72-0000-010-000-00-000-000-0001-	Cash Control	(4.32)	(31,846.28)
Fund Balance		(505.63)	(155,455.50)
72-0000-032-000-00-000-000-7232-	Revenue Control	(2.20)	(3,652.60)
72-0000-032-000-00-000-000-7237-	Revenue Control	(0.02)	(0.25)
72-0000-032-000-00-000-000-7238-	Revenue Control	(437.06)	(726.67)
72-0000-032-000-00-000-000-7201-	Revenue Control	(0.46)	(3.65)
72-0000-032-000-00-000-000-7202-	Revenue Control	(0.67)	(12.06)
72-0000-032-000-00-000-000-7203-	Revenue Control	(64.46)	(578.52)
72-0000-032-000-00-000-000-7204-	Revenue Control	(0.12)	(2.10)
72-0000-032-000-00-000-000-7206-	Revenue Control	(0.02)	(0.41)
72-0000-032-000-00-000-000-7208-	Revenue Control	0.00	(0.03)
72-0000-032-000-00-000-000-7209-	Revenue Control	(0.04)	(0.65)
72-0000-032-000-00-000-000-7211-	Revenue Control	(0.04)	(0.74)
72-0000-032-000-00-000-000-7212-	Revenue Control	(0.01)	(0.16)
72-0000-032-000-00-000-000-7213-	Revenue Control	(0.40)	(781.58)
72-0000-032-000-00-000-000-7214-	Revenue Control	0.00	(0.02)

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Balance Sheet Report for 2021 Period 9



Account Number	Description	Period Net Change	Account Balance
80-0000-010-000-00-000-000-000-8090-	AP Cash	0.00	23.34
80-0000-010-000-00-000-000-000-8091-	AP Cash	0.00	319.36
80-0000-010-000-00-000-000-000-8095-	Cash Control	0.00	313.54
80-0000-010-000-00-000-000-000-8095-	AP Cash	10.14	168.21
80-0101-020-000-00-000-000-000-0001-	Cash ESSA Student Activity Fun	10.14	74,780.38
Liabilities		1,797.71	(106,475.25)
80-0496-049-000-00-000-000-000-8995-	Due Student Activity/NSF Inter	(10.14)	(168.21)
80-0496-049-000-20-517-510-000-8009-	JTL Due to Builder's Club	0.00	(1,725.61)
80-0496-049-000-20-517-510-000-8023-	JTL Due to National Honor Soci	0.00	(3,092.76)
80-0496-049-000-30-819-510-000-8020-	EHN Due to Yearbook Club	0.00	(3,471.85)
80-0496-049-000-30-819-510-000-8022-	EHN Due to Newspaper Club	0.00	(290.56)
80-0496-049-000-30-819-510-000-8023-	EHN Due to National honor soci	0.00	(833.75)
80-0496-049-000-30-819-510-000-8025-	EHN Due to Student Government	33.00	(227.16)
80-0496-049-000-30-819-510-000-8026-	EHN Due to SADD Club	0.00	(5,515.35)
80-0496-049-000-30-819-510-000-8035-	EHN Due to FBLA	0.00	(1,983.13)
80-0496-049-000-30-819-510-000-8038-	EHN Due to Key Club	216.00	(200.16)
80-0496-049-000-30-819-510-000-8039-	EHN Due to Foreign Language Cl	0.00	(4,771.81)
80-0496-049-000-30-819-510-000-8084-	EHN Due to Reading Olympics Cl	40.00	(1,618.94)
80-0496-049-000-30-819-510-000-8090-	EHN Due to Class of 2018	0.00	(23.34)
80-0496-049-000-30-819-510-000-8091-	EHN Due to Class of 2019	0.00	(319.36)
80-0496-049-000-30-820-510-000-8020-	EHS Due to Yearbook Club	685.45	(17,531.73)
80-0496-049-000-30-820-510-000-8022-	EHS Due to Newspaper Club	0.00	(70.30)
80-0496-049-000-30-820-510-000-8023-	EHS Due to National Honor Soci	0.00	(1,101.34)
80-0496-049-000-30-820-510-000-8025-	EHS Due to Student Government	0.00	(843.92)
80-0496-049-000-30-820-510-000-8026-	EHS Due to SADD Club	0.00	(733.04)
80-0496-049-000-30-820-510-000-8034-	EHS Due to Art Club	0.00	(1,459.98)
80-0496-049-000-30-820-510-000-8035-	EHS Due to FBLA	0.00	(615.06)

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East Stroudsburg Area SD, PA

YEAR-TO-DATE BUDGET REPORT

MARCH 2021

FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP.	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
10	General Fund						
1110 Regular	56,188,171	56,658,190	35,857,639.55	5,059,569.66	133,119.63	20,667,430.81	63.5%
1190 Federal	2,333,178	2,333,178	1,357,506.30	177,295.56	.00	975,671.70	58.2%
1192 Summer Program	233,198	233,198	164,928.36	2,978.31	219.83	68,049.81	70.8%
1200 Special	100,645	70,723	32,940.93	388.01	171.41	37,610.67	46.8%
1211 Lifeskillsupp	2,605,403	2,609,079	1,545,418.94	219,542.22	39,543.32	1,024,116.84	60.7%
1221 Deaf/Hearing	186,849	186,849	135,890.00	.00	20,621.60	30,337.40	83.8%
1224 Blind/Visually	119,603	119,603	82,189.36	2,909.95	9,740.94	27,672.70	76.9%
1225 SpeechLang	1,100,463	1,100,463	758,137.36	33,258.96	78,035.25	264,290.39	76.0%
1231 EmtSupp	4,420,507	4,427,202	2,567,285.08	422,145.15	87,333.26	1,772,583.44	60.0%
1232 UNDEFINED	0	0	16,759.44	13,149.44	.00	-16,759.44	100.0%
1233 AutisticSupp	1,119,500	1,195,511	1,011,306.18	232,572.80	106,457.03	77,747.46	93.5%
1241 LearningSupp	13,952,768	13,971,175	7,763,602.87	1,040,733.76	28,074.96	6,179,496.68	55.8%
1243 GiftedSupp	478,849	478,849	271,588.30	36,967.41	.00	207,260.70	56.7%
1260 PhysicalSupp	459,276	459,276	334,018.63	.00	50,688.06	74,569.31	83.8%
1270 Handicap	618,244	618,244	330,650.88	8,537.76	48,881.36	238,711.76	61.4%
1280 Intervent	0	0	32,962.17	10,987.39	.00	-32,962.17	100.0%
1281 DevelopDelaySupport	2,000	2,000	.00	.00	.00	2,000.00	.0%
1290 SpecProg	3,818,150	3,491,434	2,289,434.73	543,331.88	63,253.90	1,138,745.02	67.4%
1360 BusinessEd	967,954	967,954	566,528.86	74,427.27	21.94	401,403.20	58.5%
1390 OthVoEdProg	2,000,000	2,000,000	1,565,023.69	323,891.20	343,311.20	91,665.11	95.4%
1410 Drivers'Ed	237,808	237,808	133,482.28	18,961.96	255.39	104,070.33	56.2%
1430 Homebound Instruction	24,000	24,000	2,225.62	696.12	.00	21,774.38	9.3%
1441 Adjudicated Court Place	150,000	145,181	29,160.34	5,113.50	.00	116,020.87	20.1%
1442 Alt Edu Program	599,576	530,990	702,452.25	125,234.68	49,835.65	-221,298.24	141.7%
1500 Nonpublic School Prog	36,123	36,123	9,239.96	1,128.00	30,368.41	-3,485.37	109.6%
1801 Pre-K Instruction	25,571	25,571	45,322.53	.00	.00	-19,751.53	177.2%
2111 Dir of Pupil Svc	345,152	348,166	245,910.78	30,299.74	3.18	102,251.64	70.6%
2119 Spvstuservother	373,289	353,304	239,925.99	34,655.54	13,820.79	99,557.22	71.8%
2120 Guidance	3,525,043	3,525,043	2,216,722.63	253,180.82	457.57	1,307,862.63	62.9%
2140 Psychological Services	879,617	900,017	411,563.54	50,690.81	.00	488,453.46	45.7%
2143 Psychological Services	0	0	700.00	700.00	.00	-700.00	100.0%
2144 Psychotherapy Services	949,417	949,417	116,055.53	.00	17,377.69	815,983.78	14.1%
2160 Social Work Services	516,138	516,138	159,641.21	17,710.44	.00	356,496.79	30.9%
2170 Student Acct Services	563,901	563,151	404,438.68	45,473.73	59.83	158,652.36	71.8%
2190 Oth Pupil Per	246,598	244,898	94,964.11	11,411.75	.00	149,933.89	38.8%
2250 Library	1,601,841	1,601,855	1,012,468.23	136,653.06	17,231.17	572,155.39	64.3%
2260 Instr&currDev	897,127	897,127	611,186.99	71,408.69	1,822.27	284,117.74	68.3%
2271 StaffDevCert	197,867	194,799	259,324.63	113,224.90	4,208.70	-68,734.33	135.3%
2280 NonPublicSuppservice	520	520	.00	.00	347.40	172.60	66.8%
2310 BoardsSvc	140,379	140,379	250,307.99	133,114.34	178,678.71	-288,607.70	305.6%
2330 TaxAssess&Collect	496,999	496,999	241,128.88	3,543.63	92.00	255,778.12	48.5%
2350 Legal Services	400,000	400,000	283,399.48	73,610.21	66,258.14	50,342.38	87.4%
2360 Office Superintendent	1,069,230	1,070,730	742,481.87	80,171.30	813.22	327,434.91	69.4%
2380 Principal	5,990,617	5,993,833	4,139,576.38	469,488.50	13,908.48	1,840,348.08	69.3%

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East Stroudsburg Area SD, PA

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FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COI
2390 Other Admin Svcs	40,050	57,800	29,156.68	10,923.77	5,751.74	22,891.58	60.4%
2420 Medical Svcs	1,602,970	1,602,970	968,127.95	121,752.34	28,363.51	606,478.54	62.2%
2430 Dental Svcs	146,214	146,214	85,793.32	11,332.73	22.74	60,897.94	58.4%
2450 NonpubHlthsvs	83,409	83,409	9,761.98	3,154.85	20.30	73,626.72	11.7%
2490 Other Health Service	114,009	114,009	162,024.86	8,988.60	.00	50,104.02	142.1%
2511 Supervisor Of Fiscal	195,645	195,645	145,540.98	9,208.19	.00	69,411.53	74.4%
2514 Payroll Services	236,179	236,179	166,767.47	18,339.58	.00	390,645.00	68.0%
2515 Financial Acct Service	1,221,311	1,221,311	829,325.85	81,162.42	.00	43,844.72	127.7%
2611 Supervision-Op/Maint	158,338	158,338	202,182.72	30,728.30	1,340.15	3,366,658.76	71.5%
2620 OperBldg	11,800,506	11,800,506	8,268,597.99	1,034,194.66	165,248.81	215,365.89	69.2%
2630 Grounds	552,654	552,654	314,715.80	196,321.39	27,739.03	919,609.88	61.7%
2660 Security	3,035,797	3,035,797	2,088,448.09	252,494.09	-21,400.00	21,400.00	100.0%
2690 Other Op & Maint	0	0	.00	.00	.00	40,412.60	69.9%
2711 Adm-Trans -Head	134,240	134,240	93,827.40	10,557.64	.00	115,940.26	68.2%
2719 Spv-Trans -Other	364,988	364,988	249,047.74	26,494.28	.00	2,869,247.04	64.3%
2720 Vehicle Operation SVC	8,109,279	8,035,135	4,714,817.53	585,259.78	451,070.43	120,418.56	76.3%
2740 VehicleSVC&Maint	428,270	507,270	365,928.70	44,090.16	20,922.74	306,054.14	43.3%
2750 Nonpubic Trans	539,680	539,680	233,625.86	39,225.92	.00	58,197.36	71.8%
2831 SPV of Staff Services HR	206,513	206,513	148,315.64	15,949.56	.00	200.00	.0%
2832 Recruit & Place	200	200	.00	.00	.00	93,603.86	73.5%
2833 StaffAccserv	353,777	353,777	259,915.51	25,090.26	257.93	73,505.41	8.5%
2834 SDevNonInstCert	82,625	80,135	4,358.08	618.00	2,272.00	53,356.77	14.7%
2836 SDevNonCert	67,125	64,860	7,926.37	2,011.37	1,576.57	-2,308.52	101.1%
2840 DataProcess	207,469	210,484	210,706.28	1,525.72	2,086.56	55,227.86	71.4%
2841 Supervisor Itrec	193,057	193,057	137,829.14	15,018.10	.00	1,212,519.98	64.0%
2844 OperattonSvcs	3,365,821	3,365,821	2,033,838.26	114,674.35	119,462.49	43,473.48	68.3%
2850 Liaison Svcs	137,024	137,024	93,550.52	10,651.08	.00	8,857.06	81.9%
2910 UNDEFINED	49,000	49,000	40,142.94	.00	.00	527,701.15	22.6%
3210 StudentActivity	691,891	681,420	144,251.72	16,249.12	9,467.08	845,557.46	65.6%
3250 Athletics	2,459,894	2,459,894	1,499,356.48	142,625.14	114,979.85	33,513.19	71.9%
3310 CommRecreation	119,476	119,476	64,971.67	4,937.29	20,991.14	210,579.83	98.8%
5110 Debt Service	17,256,345	17,256,345	17,001,247.54	13,888.54	44,517.66	75,019.86	71.1%
5130 Refund Prior Yr Rev	260,000	260,000	184,980.14	.00	.00	939,500.00	100.0%
5800 Suspense Account	0	0	539,727.87	-11,492.66	.00	-1,697,627.82	98.1%
5900 Budgetary Reserve	1,100,000	939,500	.00	.00	.00	-4,458.00	93.1%
6111 Current Real Estate Tax	-89,177,118	-89,177,118	-87,479,490.18	-13,452.21	.00	-23,693.98	79.0%
6112 Interim Real Estate Tax	-65,000	-65,000	-60,542.00	.00	.00	-18,932.35	48.7%
6113 Public Utility Realty	-125,000	-125,000	-101,306.02	.00	.00	-603,395.54	82.4%
6114 Pay In Lieu -st/Local	-90,000	-90,000	-71,067.65	.00	.00	524,522.85	169.9%
6143 Local Service Tax - LST	-85,000	-85,000	-41,374.06	-2,836.86	.00	273,973.76	103.2%
6151 Current Act 511 EIT	-3,420,000	-3,420,000	-2,816,604.46	-223,060.75	.00	-394,953.26	21.0%
6153 Curr Act 511 Real Est	-750,000	-750,000	-1,274,522.85	-101,809.24	.00		
6411 Delinquent Real Estate	-8,500,000	-8,500,000	-8,773,973.76	-3,030,670.87	.00		
6510 Interest on Invest	-500,000	-500,000	-105,046.74	-4,906.43	.00		

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East Stroudsburg Area SD, PA



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FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COI
10 General Fund							
6710 Admissions	-35,000	-35,000	-6,500.13	-1,307.26	.00	-28,499.87	18.6%
6740 Fees	0	0	-420.00	-420.00	.00	420.00	100.0%
6830 Rev From Intermed-Fed	-5,684	-5,684	.00	.00	.00	5,684.00	.0%
6832 Federal Idea Revenue	-1,053,806	-1,053,806	-1,024,232.89	-2,280.19	.00	-29,573.11	97.2%
6910 Rentals	-75,000	-75,000	-30,452.56	.00	.00	-44,547.44	40.6%
6941 Regular Sch Tuition	-20,000	-20,000	.00	.00	.00	-20,000.00	.0%
6942 Summer School Tuition	-12,000	-12,000	.00	.00	.00	-12,000.00	.0%
6944 Tuition from Other Lea	-8,500	-8,500	-47,941.48	.00	.00	39,441.48	564.0%
6990 MiscRevenue	0	0	-39.60	.00	.00	39.60	100.0%
6991 RefundPriorYrReceipt	-20,000	-20,000	-11,306.96	-9,475.00	.00	-8,693.04	56.5%
6999 Other Revenues Misc	-100,000	-100,000	-40,832.57	-1,287.33	.00	-59,167.43	40.8%
7110 Basic Education	-16,802,125	-16,802,125	.00	.00	.00	-16,802,125.00	100.0%
7111 Basic Education	0	0	-9,791,484.00	.00	.00	2,573,250.98	100.0%
7112 Basic Ed Fund-Social Security	0	0	-2,573,250.98	.00	.00	-800,000.00	.0%
7160 Tuition Orphans & Child	-800,000	-800,000	.00	.00	.00	-20,000.00	.0%
7240 Driver Ed-Student	-20,000	-20,000	.00	.00	.00	-20,000.00	.0%
7271 Special Ed School Aged	-4,547,657	-4,547,657	-3,493,295.00	-698,659.00	.00	-1,054,362.00	76.8%
7311 Pupil Transportation Subsidy	-2,900,000	-2,900,000	-2,042,221.00	-638,194.00	.00	-857,779.00	70.4%
7312 NonPublic&CharterTransp	0	0	-57,173.00	.00	.00	57,173.00	100.0%
7320 Rent & Sink Fund Pymt	-1,375,500	-1,375,500	-1,154,226.81	-171,456.37	.00	-221,273.19	83.9%
7330 Health Services/ Act 25	-155,000	-155,000	-146,748.77	-146,748.77	.00	-8,251.23	94.7%
7340 State Prop Tax Reduction Allo	-4,345,793	-4,345,793	-4,345,792.96	.00	.00	.04	100.0%
7361 School Safety & Security Gran	-45,000	-45,000	-269,943.04	.00	.00	224,943.04	599.9%
7505 Ready To Learn Grant	-1,248,758	-1,248,758	-1,248,758.00	.00	.00	.00	100.0%
7810 State Share Ss & Med	-2,798,677	-2,798,677	.00	.00	.00	.00	.0%
7820 State Share Retire Cont	-12,790,467	-12,790,467	-10,989,447.20	-4,131,516.98	.00	-2,798,677.00	.0%
8110 Payments Fed Impacted	-625,000	-625,000	-507,333.00	.00	.00	-117,667.00	81.2%
8514 NCLB-Title I	-1,923,719	-1,923,719	-1,415,533.00	-137,408.50	.00	-508,186.00	73.6%
8515 NCLB-Title II	-247,537	-247,537	-195,921.35	-17,681.21	.00	-51,615.65	79.1%
8516 NCLB-Title III	-25,574	-25,574	-22,138.24	.00	.00	-3,435.76	86.6%
8517 NCLB-Title IV	-160,583	-160,583	-103,479.08	.00	.00	-57,103.92	64.4%
8732 Arra-Qschs	-54,900	-54,900	-55,536.34	-27,783.61	.00	636.34	101.2%
8733 UNDEFINED	-25,100	-25,100	-366,132.00	-12,718.48	.00	-12,368.69	50.7%
8741 ESSER - COVID-19	-1,739,127	-1,739,127	-12,731.31	-91,533.00	.00	-1,372,995.00	21.1%
8742 GEER-Governor'sEmergency COVI	0	0	-45,631.56	-11,407.89	.00	45,631.56	100.0%
8749 Other CARES Act Funding	-1,901,667	-1,901,667	-770,305.00	.00	.00	770,305.00	100.0%
8810 Med Assst Reimb Access	-80,000	-80,000	-1,286,500.66	.00	.00	-615,166.34	67.7%
8820 Med Assi Reimb Trans	-80,000	-80,000	-101,168.34	.00	.00	21,168.34	126.5%
9210 Capital Lease Equipment	-1,325,426	-1,325,426	.00	.00	.00	-1,325,426.00	.0%
9400 Sale Of Fixed Assets	-125,000	-125,000	-72,590.50	.00	.00	-52,409.50	58.1%
TOTAL General Fund	5,180,907	5,180,907	-32,619,194.44	3,238,519.07	2,425,275.33	35,374,826.60	-582.8%
TOTAL REVENUES	-160,104,718-160,104,718-142,952,995.05			-9,476,603.95	.00	-17,151,722.95	
TOTAL EXPENSES	165,285,625 165,285,625 110,335,800.61			12,715,123.02	2,425,275.33	52,526,549.55	

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East Stroudsburg Area SD, PA

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FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
29 Special Activity							
3210 StudentActivity	0	0	12,820.77	4,197.53	789.54	-13,610.31	100.0%
3250 Athletics	0	0	8,176.70	3,093.75	.00	-8,176.70	100.0%
6510 Interest on Invest	0	0	-765.42	-104.74	.00	765.42	100.0%
6720 Bookstore Sales	0	0	-379.50	.00	.00	379.50	100.0%
6750 StudentSpecialEvent	0	0	-21,787.28	-2,308.70	.00	21,787.28	100.0%
6790 Other Stu Act Income	0	0	-12,492.32	-2,395.45	.00	12,492.32	100.0%
6990 MiscRevenue	0	0	-4,167.81	-538.27	.00	4,167.81	100.0%
TOTAL Special Activity	0	0	-18,594.86	1,944.12	789.54	17,805.32	100.0%
TOTAL REVENUES	0	0	-39,592.33	-5,347.16	.00	39,592.33	
TOTAL EXPENSES	0	0	20,997.47	7,291.28	789.54	-21,787.01	

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East Stroudsburg Area SD, PA

YEAR-TO-DATE BUDGET REPORT

MARCH 2021

FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
32 Capital Reserve							
2390 other Admin SVS	0	0	76,344.73	76,344.73	.00	-76,344.73	100.0%
2620 OperBldg	0	0	28,422.50	18,280.00	7,672.91	-36,095.41	100.0%
2660 Security	0	0	23,692.68	.00	14,163.00	-37,855.68	100.0%
2690 Other Op & Maint	0	0	107,386.00	95,011.00	.00	-107,386.00	100.0%
4200 SiteImprove	0	0	70,758.35	.00	4,455.00	-75,213.35	100.0%
4600 Bldg Imp	0	0	3,038,873.60	41,889.13	7,519.17	-3,046,392.77	100.0%
5110 Debt Service	0	0	3,952.39	3,952.39	.00	-3,952.39	100.0%
5120 Debt Service-Refunded	0	0	17,839,044.08	17,839,044.08	.00	-17,839,044.08	100.0%
6510 Interest on Invest	0	0	-2,826.02	-93.58	.00	2,826.02	100.0%
9120 Proceeds Refund Bonds	0	0	-17,919,341.20	-17,919,341.20	.00	17,919,341.20	100.0%
TOTAL Capital Reserve	0	0	3,266,307.11	155,086.55	33,810.08	-3,300,117.19	100.0%
TOTAL REVENUES	0	0	-17,922,167.22	-17,919,434.78	.00	17,922,167.22	
TOTAL EXPENSES	0	0	21,188,474.33	18,074,521.33	33,810.08	-21,222,284.41	

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East Stroudsburg Area SD, PA

YEAR-TO-DATE BUDGET REPORT MARCH 2021

FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
50 Cafeteria Fund							
3100 FoodServices	0	0	2,575,611.31	319,228.55	861,456.79	-3,437,068.10	100.0%
6510 Interest on Invest	0	0	-564.83	-34.29	.00	564.83	100.0%
6611 Daily Sales-Sch Lunch	0	0	-3,132.14	-3,843.51	.00	3,132.14	100.0%
6612 Daily Sales-Breakfast	0	0	-171.65	.00	.00	171.65	100.0%
6620 Daily Sales-Non-Reimbur	0	0	-5,421.05	.00	.00	5,421.05	100.0%
6630 Special Functions	0	0	-10,105.43	-622.53	.00	10,105.43	100.0%
6920 Contribution & Donation	0	0	-2,087.70	-100.00	.00	2,087.70	100.0%
7112 Basic Ed Fund-Social Security	0	0	-37,530.91	.00	.00	37,530.91	100.0%
7600 Milk/Lunch/Breakfast	0	0	-62,596.24	.00	.00	62,596.24	100.0%
7820 State Share Retire Cont	0	0	-162,658.54	.00	.00	162,658.54	100.0%
8531 Subsidies Milk/ Lunch	0	0	-1,579,931.24	.00	.00	1,579,931.24	100.0%
TOTAL Cafeteria Fund	0	0	711,411.58	314,628.22	861,456.79	-1,572,868.37	100.0%
TOTAL REVENUES	0	0	-1,864,199.73	-4,600.33	.00	1,864,199.73	
TOTAL EXPENSES	0	0	2,575,611.31	319,228.55	861,456.79	-3,437,068.10	

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East Stroudsburg Area SD, PA



YEAR-TO-DATE BUDGET REPORT MARCH 2021

FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
58 Concession Stand	0	0	-6.92	-3.78	.00	6.92	100.0%
6510 Interest on Invest	0	0	297.93	.00	.00	-297.93	100.0%
6630 Special Functions	0	0	291.01	-3.78	.00	-291.01	100.0%
TOTAL Concession Stand	0	0	291.01	-3.78	.00	-291.01	
TOTAL REVENUES	0	0	291.01	-3.78	.00	-291.01	

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East Stroudsburg Area SD, PA



YEAR-TO-DATE BUDGET REPORT MARCH 2021

FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
71 Private - Purpose Trust Fund							
6510 Interest on Invest	0	0	-316.38	-33.56	.00	316.38	100.0%
TOTAL Private - Purpose Trust Fun	0	0	-316.38	-33.56	.00	316.38	100.0%
TOTAL REVENUES	0	0	-316.38	-33.56	.00	316.38	

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East Stroudsburg Area SD, PA



YEAR-TO-DATE BUDGET REPORT MARCH 2021

FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
72 Investment Trust Fund							
6510 Interest on Invest	0	0	-644.18	-68.63	.00	644.18	100.0%
6920 Contribution & Donation	0	0	-3,726.00	-437.00	.00	3,726.00	100.0%
TOTAL Investment Trust Fund	0	0	-4,370.18	-505.63	.00	4,370.18	100.0%
TOTAL REVENUES	0	0	-4,370.18	-505.63	.00	4,370.18	

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East Stroudsburg Area SD, PA

YEAR-TO-DATE BUDGET REPORT MARCH 2021

FOR 2021 09

ACCOUNTS FOR:	STUDENT ACTIVITY	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
80	Student Activity	0	0	607.95	607.95	.00	-607.95	100.0%
3210	Student Activity	0	0	-765.00	-765.00	.00	765.00	100.0%
6730	Student Org Mem Dues	0	0	-7,015.00	-7,015.00	.00	7,015.00	100.0%
6740	Fees	0	0	-999.25	-999.25	.00	999.25	100.0%
6750	Student Special Event	0	0					
	TOTAL Student Activity	0	0	-8,171.30	-8,171.30	.00	8,171.30	100.0%
	TOTAL REVENUES	0	0	-8,779.25	-8,779.25	.00	8,779.25	
	TOTAL EXPENSES	0	0	607.95	607.95	.00	-607.95	

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East Stroudsburg Area SD, PA

YEAR-TO-DATE BUDGET REPORT

MARCH 2021

FOR 2021 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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GRAND TOTAL	5,180,907	5,180,907	-28,672,637.46	3,701,463.69	3,321,331.74	30,532,213.21	-489.3%
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** END OF REPORT - Generated by Sonya Burch **

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D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.866.3000 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 - DEI 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

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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

60 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 = \$52,500 (7% of Estimated Construction Cost \$750,000)

00 Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$52,500.00	\$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 810 Pottsville, PA 19018
 Phone: 610.865.8000 Fax: 610.861.0181

INVOICE

No. 62498
 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 #001310500	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

ATTACHMENT V.I.D. 4



D'HUY Engineering, Inc.
One East Broad Street, Suite 810 Bethlehem, PA 18018
Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 52404
02/26/2021

East Stroudsburg Area School District

60 Vine Street
East Stroudsburg, PA 18301
Mr. Tom McIntyre

High School South Pool Repairs
287024
For Services Rendered From January 30, 2021 To February 26, 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	69.88	\$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

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ATTACHMENT V.L.D. 5



D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bothlehen, PA 18018
Phone: 610.865.3000 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

High School North & Lehman I.S. Window Replacement
287025
For Services Rendered From January 30, 2021 To February 28, 2021
DEI Estimated Fee: \$4,000 + 7.5% of \$100,000 = \$11,500 - Per JAG

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$11,500.00	\$2,262.05	31.00	\$1,302.70

INVOICE TOTAL \$1,302.70

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ATTACHMENT VI. D. 6



D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bethlehem, PA 18018
Phone: 610.855.8000 Fax: 610.851.0181

INVOICE

No. 52486
02/28/2021

East Stroudsburg Area School District

60 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 28, 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

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Attachment VI - D. 7



D'EUHY Engineering, Inc.
One East Broad Street, Suite 310 Bethlehem, PA 18018
Phone: 610.866.3000 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: $\$4,000 + 7.5\% \text{ of } \$75,000 = \$9,625$

100 - 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

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ATTACHMENT V.I.D. 8



D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bethlehem, PA 18018
Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 62498
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 + 7.6% of \$180,000 = \$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
62926	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

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ATTORNEY V.L.D. 10

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.	Via (Engineer) D'Huy Engineering Inc.
Project: Smithfield E.S.	Contract: Parking Lot Sealcoating
Owner's Contract No.:	Contractor's Project No.: 287018

APPLICATION FOR PAYMENT Change Order Summary

Approved Change Orders	Additions	Deductions
1	7,692.50	
TOTALS		
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 Item		Work Completed		E	F	G	
Specification Section No.	Description	B	C		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C+D+E)	% Balance to Finish (B-F)
		Scheduled Value	From Previous Application (C+D)	D This Period			
1	Parking Lot Seal Coating	26,000	26,000.00			26,000	100 0.00
2	Crack Seal	3,824	3,824.00			3,824	100 0.00
3	Line Stripe	3,700.50	3,700.50			3,700.50	100 0.00
4	Allowance	7,692.50	7,692.50			7,692.50	100 0.00
	Credit change order - unused Allowance	-7,692.50	-7,692.50			-7,692.50	100 0.00
Totals		38,524.50	\$33,524.50			38,524.50	0.00

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7938 Monaco Bay Court
 Las Vegas, NV 89117
 +1(702) 963.9438

East Stroudsburg Area School District

c/o Lyman & Ash
 1612 Lallmer 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 Begley			
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
11/25/2020			
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

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
Contractor's Contract No.:	

APPLICATION FOR PAYMENT		Change Order Summary	
Approved Change Orders		Number	Deductions
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)			
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 20,000.00		
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 6,868,046.62		
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		

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)

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.

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 Dates: 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							

286

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)		% Finish (B - F)	
19	ROOFING - MATERIALS		1,225,555	1,225,555	0	0	0	1,225,555				100	0		
20	ROOFING - LABOR		321,800	321,800	0	0	0	321,800				100	0		
21	SHEET METAL - MATERIAL		364,080	364,080	0	0	0	364,080				100	0		
22	SHEET METAL - LABOR		80,000	80,000	0	0	0	80,000				100	0		
23	MASONRY - THRU WALL		196,000	196,000	0	0	0	196,000				100	0		
24	PLUMBING - DRAINS		56,000	56,000	0	0	0	56,000				100	0		
25	PUNCH LIST		5,000	5,000	0	0	0	5,000				100	0		
26	CLOSEOUTS		10,000	10,000	0	0	0	10,000				100	0		
27	ALLOWANCES		308,415	159,315	9,000	9,000	168,315					55	140,100		
		Totals		7,008,635	6,859,535	9,000	9,000	6,868,535					140,100		

287

ATTACHMENT V.I.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.

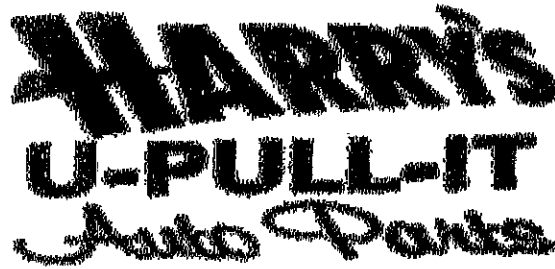
Upon Payment we will remove all vehicles within 24 hours and will provide you with copies of signed titles.

Any questions please feel free to call anytime.

Thank you,

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

ATTACHMENT V1. C 2



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

CRUSH v.4.62 3/1/2021 3:26 PM

289

ATTACHMENT VI. C.3



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 VL C. 4

Veh #	Insd. ID	Vehicle Description	VIN
1	Maintenance-Bump Truck	1994 Ford F 350	2FAJF37H7MCB000097
2	Cafe Van	1998 Ford Van	1FTJE34M2P8B44746
3	Maintenance Van	1998 Ford Step Van	4FDJE34M5H8B4860
4	Maintenance Pick Up	2000 Ford F-150	4FTRX47L3XNB05072
6	Maintenance Van	1999 Ford E250 Van	1FPE24Y3THA45007
7	Maintenance Van	2002 Ford E250 Van	1FPE24Y3THA45007
8	Grounds	2001 Ford E250 Van	1FPE24Y3THA45007
9	Cafe Van	2001 Ford E250 Van	1FPE24Y3THA45007
10	Maintenance Truck	2004 Ford E350 Van	1FSE34P04HA82894
11	Drivers Ed	1998 Ford C 9506	4FDXD80U1JVA54298
12	Drivers Ed	2002 Dodge Stratus Coupe	199EL46R6SN560662
14	Security	2009 Ford Explorer 4X4	1FMEU72E46UB49920
15	Maintenance	1988 GMC Pick-Up	1GCGP22KX6994749
17	Grounds	1998 Ford E350 Super Duty	1FBS331L2WHB88144
18	Cafeteria	1998 Ford E350 Super Duty X1 Wag	1FDWF31R68EA27138
19	Transportation	2008 Ford F350 Super Duty (R-Title)	47GTRN2XGPG34672
20	Security	2006 Ther-Celera	1FDXW47R28EC78126
22	Grounds	2008 Ford F450	1FMFU16548LA12016
23	Security	2008 Ford Expedition	1GCGP22KX6994749
24	Maintenance	1998 Chevrolet Box Truck	1GDXE4FS0ADA82186
25	Band Van	2010 Ford E450	1FDXR90S1VVA07443
26	Grounds	1997 Ford Box Truck	1GCGWFCG4B118907
53	Food Services	2011 Chevrolet Express Trailer	10HHSE18911008949
54	Trailer	2010 Hudson Trailer	5JPB61724AP025623
55	Trailer	2010 Cam Trailer	1RPF018234S000459
77	Trailer	2004 Kaiman Trailer	4DRBUAAAP4D9C48847
78		2013 1h 72 Passenger	4DRBUAAAP4D9C48842
79		2013 1h 72 Passenger	4DRBUAAAP4D9C48843
80		2013 1h 72 Passenger	4DRBUAAAP4D9C48844
81		2013 1h 72 Passenger	4DRBUAAAN6DE464144
82		2013 1h 72 Passenger	4DRBUAAAN6DE464145
83		2013 1h 72 Passenger	4DRBUAAAN6DE464146
84		2013 1h 72 Passenger	4DRBUAAAN6DE464147
85		2013 1h 72 Passenger	4DRBUAAAN6DE464148
99		2013 1h 72 Passenger	4DRBUAAAN6DE464149
87		2013 1h 72 Passenger	4DRBUAAAN6DE464150
88		2013 1h 72 Passenger	4DRBUAAAN6DE464151
		2013 1h 72 Passenger	4DRBUAAAN6DE464152
		2013 1h 72 Passenger	4DRBUAAAN6DE464153

1995 Mitsubishi Box Truck

Vin # JW6AJE1H65L000539



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 # 1FTSE94F5XHB74376



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

294

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

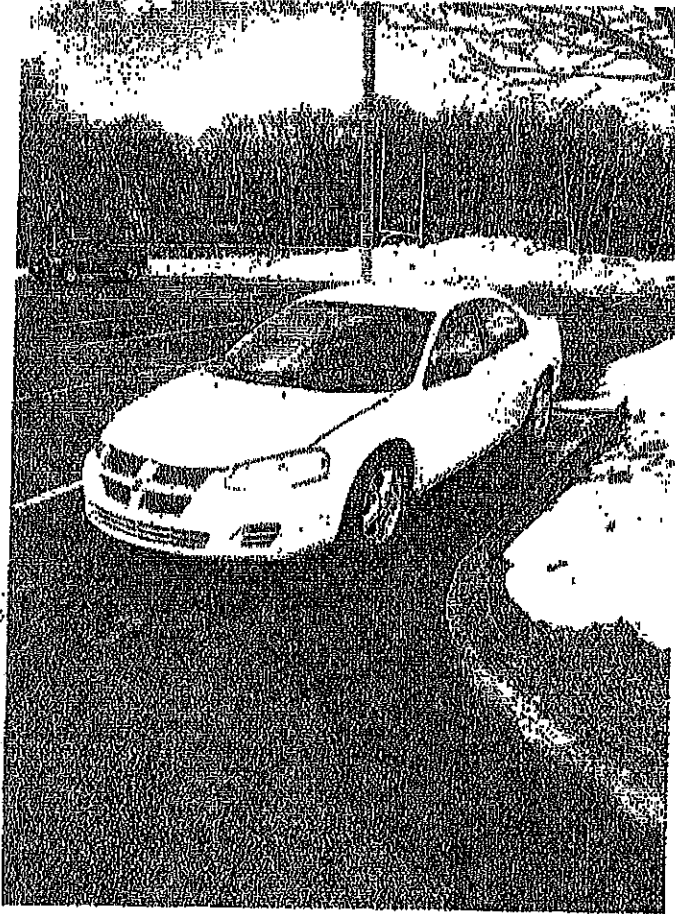
East Stroudsburg Area School District Head Mechanic

3/3/2021

295

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

296



HARRY'S U-PULL-IT AUTO

1010 WINTERS AVE
HAZLE TOWNSHIP, PA 18202
(670) 459-9901

CALL TICKET

Ticket #: REF59199
Date: 3/1/2021
Bid Price: \$800.00
Caller: E STROUDSBURG SCHOOL
Phone #: 5702025167
Proof Docs: TITLE NOT IN

1995 MITSUBISHI VAN- *BOX TRUCK*

Clerk: KEVIN
Station: VINCE-PC



REF59199

CRUSH v.4.82 3/1/2021 3:23 PM

HARRY'S U-PULL-IT Auto Parts

HARRY'S U-PULL-IT AUTO

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

CALL TICKET

Ticket #: REF59198
Date: 3/1/2021
Bid Price: \$800.00
Caller: E STROUDSBURG SCHOOL
Phone #: 5704248500
Proof Docs: TITLE NOT IN

2001 FORD F-350 F450 DUMP

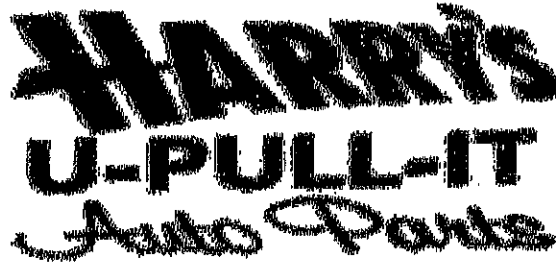
Clerk: ALYSSA
Station: CHECKOUT 2 NEW



REF59198

CRUSH v.4.62 3/1/2021 3:23 PM

298



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: \$315.00
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

299



HARRY'S U-PULL-IT AUTO

1010 WINTERS AVE
HAZLE TOWNSHIP, PA 18202
(670) 458-9901

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.

300

**East Stroudsburg Area School District
2020-2021 School Calendar**

Approved: May 18, 2020
July 20, 2020
August 17, 2020
September 21, 2020
October 19, 2020
January 4, 2021
April 19, 2021

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3: Independence Day Holiday*

January (18)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1: New Year's Holiday* (District closed)
18: Martin Luther King Jr. Day (District closed)
22: K-12 Teacher In-Service
School bus driver in-service (Tentative)

August (1)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

17-18: School bus driver orientation
24: K-12 teacher in-service (First teacher day)
25-27: K-12 Staff Development (Act 80 days)
19, 21: New Teacher Induction
28: Last Day of Summer Recess
31: First student day

February (18)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

15: Presidents' Day Holiday (District closed)

September (20)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4: Labor Day Holiday (Offices Closed)
7: Labor Day Holiday (District closed)

March (22)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8: K-12 Parent/teacher Conferences (Act 80 day)
8: School bus driver in-service (Make-up)

October (20)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12: Columbus Day Holiday (Offices Closed)
13: K-8 Columbus Day Holiday
9-12 Parent/teacher Conferences (Act 80)

April (19)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1: Spring Recess (Offices Closed)
2: Good Friday (District closed)
5: Spring Recess (Offices Closed)

November (15)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

23: K-8 Parent/teacher conferences (Act 80)
Thanksgiving Holiday (9-12)
24: 9-12 Staff development K-8 Parent/teacher conferences (In-service)
24: School bus driver in-service
25: K-12 Teacher In-Service (No Students)
26-30: Thanksgiving Holiday (District closed)

May (20)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31: Memorial Day Holiday (District closed)

December (16)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

24: "Last Regular Workday Before Christmas" Holiday (District closed)
25: Christmas Holiday* (District closed)
28-30: Winter Recess (Offices closed)
31: New Year's Eve Holiday* (District closed)

June (6)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

8: Last Student Day Last Teacher Day (Early Dismissal)
8: EHN Graduation
9: EHS Graduation
10: Graduation rain date (both schools)

* - These holidays in accordance with 5 U.S.C. 6103. All holidays designated in accordance with 24 PS 15-1502.
▲ - These days may become regular school days by official Board action during any month preceding their occurrence.
- These days may be rescheduled at the discretion of the administration.

**East Stroudsburg Area School District
2020-2021 School Calendar**

Approved: May 18, 2020
 July 20, 2020
 August 17, 2020
 September 21, 2020
 October 19, 2020
 January 4, 2021
 April 19, 2021

Legend

<input type="checkbox"/>	Late start	<input type="checkbox"/>	Early dismissal(s)	<input type="checkbox"/>	Non-school day/Act 80	<input type="checkbox"/>	First student day	<input type="checkbox"/>	Last student day
<input type="checkbox"/>	Inclement weather closing		<input type="checkbox"/>	Contract Holiday	<input type="checkbox"/>	First teacher day	<input type="checkbox"/>	Last teacher day	
<input checked="" type="checkbox"/>	Emergency closing		<input checked="" type="checkbox"/>	Regular school day	<input checked="" type="checkbox"/>	Original first student day	<input checked="" type="checkbox"/>	Original last student day	

* - These holidays in accordance with 5 U.S.C. 6103. All holidays designated in accordance with 24 PS 15-1502.
 ▲ - These days may become regular school days by official Board action during any month preceding their occurrence.
 # - These days may be rescheduled at the discretion of the administration.

East Stroudsburg Area School District 2021-2022 School Calendar

Approved: April 19, 2021

July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5: Independence Day Holiday* (District Closed)

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

17: Martin Luther King Jr. Day (District Closed)
21: K-12 Teacher In-Service Transition day

August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

17-18: New teacher induction
17-18: School bus driver orientation
24: K-12 Teacher/Act 80 (First teacher day)
25: K-12 teacher in-service
27: Last day of summer Recess
30: First Student Day

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

11: 2-Hour delayed start Staff Development/Act 80
21: Presidents' Day Holiday (District Closed)

September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

3: Labor Day Holiday (Offices Closed)
6: Labor Day Holiday (District Closed)
24: 2-Hour delayed start Staff Development/Act 80

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7: K-12 Parent/teacher Conferences/Act 80
7: School bus driver in-service

October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11: 9-12 Parent/teacher Conferences/K-8 Staff Development/Act 80 day

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1: 2-Hour delayed start Staff Development/Act 80
14: Spring Recess (Offices Closed)
15: Good Friday (District Closed)
18: Spring Recess (Offices Closed)

November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

22: Bus driver training
22: K-8 Parent/teacher Conferences/ 9-12 Staff Development/Act 80
23: K-8 Parent/teacher Conferences/ 9-12 Teacher In-Service
24: Teacher In-Service
25-29: Thanksgiving Holiday (District Closed)

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

27: Teacher In-Service Act 80 Day
30: Memorial Day Holiday (District Closed)

December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23: Winter Recess (District Closed)
24: Christmas Eve (District Closed)
25: Christmas Holiday* (District Closed)
27-30: Winter Recess (Offices Closed)
31: New Year's Eve Holiday* (District Closed)

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

3: Last Student Day

Legend

	Late start		Early dismissal(s)		Non-school day/Act 80		First student day
	Incident weather closing		Contract Holiday		First teacher day		Last teacher day
	Emergency closing		Regular school day		Original first student day		Original last student day

* - These holidays in accordance with 5 U.S.C. 6103. All holidays designated in accordance with 24 PS 15-1502.

▲ - These days may become regular school days by official Board action during any month preceding their occurrence.

- These days may be rescheduled at the discretion of the administration.

303

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301, (570) 424-8500.

Colonial Intermediate Unit 20 will provide associate teachers for direct, one-on-one services for three East Stroudsburg Area School District students attending Unified Sports after school.

The total cost for said services is \$31.62 per hour. This contract shall not exceed \$4,837.86 and will be in effect from March 3, 2021 through May 23, 2021.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

The signed contract must be returned to Mr. Jon Wallitsch, Director of Fiscal Affairs, at the Intermediate Unit Office.



Mr. Jon Wallitsch
Director of Fiscal Affairs

3/29/21
Date

East Stroudsburg Area School District Date
Superintendent

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

304

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6406, TDD/TTY Hearing Impaired (610) 252-3786.

818

**EAST STROUDSBURG AREA SCHOOL
DISTRICT**

Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 07 day of April 2021 by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its *principal office located at 50 Vine St. East Stroudsburg, PA 18301*

AND

Chef Rudy LLC (the "Contractor") of 132 South Street Jersey City NJ 07307

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

(a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to

Page 3 of 4

SCHEDULE A

Description of Service to be performed (be specific):

Catering Services for East Stroudsburg High School North 2021 Prom Event

Location of Services: ES HS North Cafeteria
279 Timberwolf Drive Dingmans Ferry PA 18328

Effective Date:

May 22 2021

Professional Fee:

a) Rate (Daily/Hourly/Other): \$

Time (Days/Hour/Other): Total Cost:

b) Fixed Rate:

\$7308.00 50% Deposit due April 22 2001 Final Payment due Date of Service May 22

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**EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement**

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 19 day of April, 2021, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principle office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Dr. Steven P. Kachmar (the "Contractor") of PO Box 310, Fogelsville, PA 18051

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

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SCHEDULE A

Description of Service to be performed (be specific):

Completion of an independent educational evaluation.

Location of Services:

At the child's school and psychologist's office at PO Box 310, Fogelsville, PA 18051

Effective Date: April 20, 2021

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ Not to exceed \$3,750.00

b) Fixed Rate: \$ _____

c) Are expenses included? YES NO
If no, please itemize:

Budget Code: _____

Department: _____

District Initiator: _____

Authorization for Payment: _____ Date: _____

Purchase Order # _____

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818

**EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement**

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 23 day of March, 2021 by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Law Sound and Lighting (the "Contractor") of 601 Lower Lakeview Dr. East Stroudsburg, PA 18302

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

SCHEDULE A

Description of Service to be performed (be specific):

Graduation - 2021
Graduation Sound/lighting/staging for 2021 Commencement

Location of Services:

East Stroudsburg High School North
279 Timberwolf Drive
Dingmans Ferry, PA 18328

Effective Date: March 23, 2021

Professional Fee:

Rate (Daily/Hourly/Other): \$ NA
Time (Days/Hour/Other):
Total Cost: \$

a) Fixed Rate: \$4500.00 To include June 8th 2021 Graduation for ESHSN as well as June 10th as a Rain Date in the event that it is needed.

b) Are expenses included? YES NO
If no, please itemize:

Budget Code: 10-2390-891-000-30-819-000-000-0000 Department: _____

District Initiator: _____

Authorization for Payment: _____

Date: _____

Purchase Order # _____

PAYMENT AUTHORIZATION FORM

I acknowledge that I am in receipt of the rates and terms for scheduling interpreting services through the Sign Language Interpreter Referral Service (SLIRS) of the Lehigh Valley Center for Independent Living (LVCIL). I further acknowledge that I am the authorized person to agree to the terms set forth and to guarantee payment for said services.

Name: _____ Signature: _____

Title: _____ Date: _____

Client Information

Business Name: _____

Address: _____

City, State, Zip: _____

Billing Information

Name: _____ Title: _____

Phone: _____ Fax: _____

Note: You will receive an invoice for services and it is due upon receipt. You may choose to pay by credit card. Upon receipt of your invoice, call the SLIRS Fiscal Coordinator at 610-770-9781, ext. 112 to make those arrangements. Invoices that are 30 days in arrears may be charged a late fee of \$10 per month.

Guarantee of Payment (Select one below)

Credit Card Guarantee (ONLY MASTER CARD AND VISA ACCEPTED)

VISA _____ MASTER CARD _____

Your credit card will be charged after 60 days of the date of the invoice, if payment is not received.

Card Number: _____ Expiration Date: _____ CUV# _____

Name on Card/Phone Number: _____

Purchase Order Guarantee

A valid purchase order will be accepted as guarantee of payment. You may submit one purchase order with each job or send a blanket purchase order to cover future jobs.

PO Number: _____ PO Amount Authorized: _____

Dates in effect: From _____ To _____

**PLEASE FAX THIS COMPLETED FORM AND ANY APPLICABLE PURCHASE ORDER(S) TO
LVCIL SLIRS AT 610-770-9801.**

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THANK YOU FOR YOUR BUSINESS!



"Empowering persons with all types of disabilities to achieve independence"

713 N. 13th Street
 Allentown, PA 18102
 (V): 610-770-9781
 (F): 610-770-9801
 www.lvcil.org

Education Rates

All appointments are 2-hours minimum plus interpreter portal to portal travel time

Interpreter Services	Hourly
Business Hours Monday – Friday (8am – 5pm)	\$74.00
Night Hours Monday – Friday (5pm – 8am)	\$100.00
Weekends Saturday – Sunday (12am – 12pm)	\$108.00
Holiday Weekday – Weekend (12am – 12pm)	\$135.00
Short Notice (less than 24-hour notice)	Add 20%
Emergency	Add 25%
Travel Time	Portal to Portal

Cancellation and Consumer No Shows

If the client cancels the scheduled assignment with less than 24-hours' notice prior to the date and time of the assignment, the client will be charged a minimum of two (2) hours or the scheduled length of the assignment. This is determined by the interpreter's charge to SLIRS. If cancellation occurs on a weekend or Night hours (5PM -8AM), please contact our emergency line at 610-972-8236 as soon as possible.

In the event that a scheduled assignment is cancelled due to a "State of Emergency," the client will not be charged.

If the scheduled interpreter is unable to provide services due to weather conditions, illness, etc. and SLIRS is unable to find a substitute, the client will not be charged.

If the interpreter arrives at the scheduled assignment and the Deaf consumer does not appear within 30 minutes of the start time, and the Deaf consumer has not notified the point of contact, the interpreter may leave the assignment. The client will be charged a minimum of two (2) hours or the scheduled length of the assignment, plus portal to portal. This is determined by the interpreters charge to SLIRS.

Revised 9/1/2019

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Lehigh Valley Center for Independent Living

A member of the PA Council on Independent Living, a consumer-controlled state association of Centers for Independent Living

EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 8th day of April, 2021, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principle office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Emma Roth (the "Contractor") of PEEC

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

SCHEDULE A

Description of Service to be performed (be specific):

PEEC Herpetology lessons

- Pre-Assignment: Reptile Reflection Worksheet
- Intro to Herpetofauna (5 min)
- Amphibian and Reptile ID w/ live animals (45 min.)
- Wrap-up discussion of Threats and Stigma

Location of Services:

Virtual livestream

Effective Date: 5/11/21 and 5/13/21

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
 Time (Days/Hour/Other): _____
 Total Cost: \$ _____

Grant funded and free.
Without grant, would cost \$100.

b) Fixed Rate: \$ _____

c) Are expenses included? YES NO
 If no, please itemize:

Budget Code: _____

Department: _____

District Initiator: _____

Authorization for Payment: _____

Date: _____

Purchase Order # _____

EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 07 day of April 2021 by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Robert Prothro (the "Contractor") of 4561 Pine Ridge Drive West Bushkill, PA 18324

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

Robert Prothro

(570)242-4019

Client East Stroudsburg Area School District - North Campus

Address 279 TimberWolf Drive Dingmans Ferry PA 18228

Location North Campus

Location Address _____

Date of Affair May 22, 2021

Total Hours Contracted 5

Start Time _____ End Time _____

Contact Person Cathy Van Winkle

Contact's Email Catherine - Van Winkle @ ESasd.net

Contact's Phone number (570) 460-5035

Estimated Number of Guests 50 — 300

Services Provided Include DJ SERVICES

For the Fee of: \$ 700.00

Non-Refundable Deposit: \$ 0

Balance Due Upon Arrival or Earlier: \$ 700.00

IF THIS AGREEMENT IS BREACHED, DAMAGES SHALL NOT EXCEED THE AMOUNT DUE UNDER THIS AGREEMENT. ROBERT PROTHRO SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OR FAILURE TO PERFORM DUE TO "ACTS OF GOD" OR ANY EVENT OUTSIDE HIS CONTROL. CLIENTS SHALL WAIVE ANY CLAIMS AGAINST ROBERT PROTHRO FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED IN CONNECTION WITH ROBERT PROTHRO, HEREUNDER.

CLIENT SIGNATURE

Catherine Van Winkle

ROBERT PROTHRO

Robert Prothro

MAKE CHECKS PAYABLE TO ROBERT PROTHRO

4561 PINE RIDGE DRIVE WEST, BUSHKILL, PA 18324

***WORKSHEETS MUST BE SUBMITTED AT LEAST THREE (3) WEEKS PRIOR TO THE FUNCTION OR WE CANNOT GUARANTEE "SPECIAL MUSIC REQUEST". ***

**EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement**

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 23 day of March, 2021 by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Shermann Theater(the "Contractor") of 524 Main Street Stroudsburg, PA 18360

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

SCHEDULE A

Description of Service to be performed (be specific):

Graduation - 2021

Graduation Premium Seating 800 units

Delivery

Set up and Break down

Foul weather bags

Location of Services:

East Stroudsburg High School North

279 Timberwolf Drive

Dingmans Ferry, PA 18328

Effective Date: March 23, 2021

Professional Fee:

Rate (Daily/Hourly/Other): \$ NA

Time (Days/Hour/Other):

Total Cost: \$

a) Fixed Rate: \$ 2165.00

b) Are expenses included? YES NO
If no, please itemize:

Budget Code: 10-2390-891-000-30-819-000-000-0000 Department: _____

District Initiator: _____

Authorization for Payment: _____ Date: _____

Purchase Order # _____

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EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 23 day of February, 2021, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principle office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Sherman Theater (the "Contractor") of 522 Main Street, Stbg., PA

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

video walls

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sent to P. Rosado 2-25-21

EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 23 day of February, 2021, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principle office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Sherman Theater (the "Contractor") of 522 Main Street, Stbg., PA

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

Stage

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*sent to
P. Rosado
2-25-21*

Sherman Theater Quote

524 Main Street
 Stroudsburg PA, 18360
 570-420-2808
www.shermantheater.com
ryan@shermantheater.com

Invoice No. 2021gradeshss
 Invoice Date:
 Bill To: East Stroudsburg High School South
 Address:
 Phone:
 E-mail:
 Fax:

Description	Units	Cost Per Unit	Amount
Stage Decks	15		\$
Stage Frames	6		\$
Deck Railings	5		\$
Stairs	2		\$
Truss Cranks	2		\$
10' Truss	3		\$
KLA Array frame	2		\$
KLA Boxes	6		\$
QSC Touchmix 3D	1		\$
COLOrado Tr. Tour Front Lighting	12		\$
Chauvet Uprights	18		\$
Misc Cabling	1		\$
Labor	1		\$
Total cost	1	4,015.00	\$ 4,015.00

Invoice Subtotal	\$	4,015.00
Tax Rate		0.00%
Sales Tax		-
Discount		-
Deposit Received		-

Thank you for your business!		TOTAL	\$ 4,015.00
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Make all checks payable to Sherman Theater
 Total due upon Delivery. Overdue accounts subject to a service charge of 2% per month.

All orders require advance payment unless payment terms are established with our Credit Department.
 Sherman Theater requires that a Certificate of Insurance be provided with Sherman Theater listed as additional insured, showing current effective liability Insurance in amounts no less than \$1,000,000 per occurrence and Inland Marine Coverage for the minimum equal to the total value of all equipment that will be rented from Sherman Theater showing Sherman Theater the Loss Payee.
 This coverage must be for replacement cost.

This is only a preliminary quote valid for 7 days from above date and is subject to change orders.
 Any applicable sales tax is not included

Additional Perishables are not included.
 Drayage or other freight handling charges are not included.

If trucking is quoted, it includes Round-Trip (one delivery and one pick-up) unless otherwise noted.
 Additional truck trips or off-hour freight loading charges, if required, will be billed as they occur.
 Trucking rates quoted do not include unexpected additional time & labor for convention center deliveries utilizing a marshalling yard.
 Additional charges will be included for deliveries to marshalling yards which require more than two hours of wait time;
 next day returns due to marshalling operation hours or need for outside carriers due to convention business.

Stage hand, loader, electrician and rigging labor are not included unless otherwise noted.
 It is expressly understood that this is a rental quote and does not involve any equipment purchase agreements.

SIGNATURE:

DATE:

PRINT NAME:

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**EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement**

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 21st day of April, 2021, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principle office located at 50 Vine St. East Stroudsburg, PA 18301

AND

TFH SPECIAL NEEDS TOYS (the "Contractor")

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

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QUOTATION

Quotation for:

EAST STROUDSBURG SCHOOL DIST
 50 VINE STREET
 EAST STROUDSBURG
 PA
 18301

Deliver to:

EAST STROUDSBURG SCHOOL DIST
 50 VINE STREET
 EAST STROUDSBURG
 PA
 18301

Your Ref QUOTE	Quote Date March 26, 2021	Account/Quote 18301AQUO01251
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Product	Description and Comments	Quantity	Price	Goods	TAX
NOTE	NOTE: Virtual Sensory Rm Training	1.00			0.00
9TRAINW3	MSE Training Online - 3 hr	2.00	899.00	1798.00	0.00
NOTE	NOTE: 6 hours total/2 hr per day	1.00			0.00
NOTE	April 28, May 5, May 12, 2021	1.00			0.00

Messages

Goods Total	1798.00
Zero... Total	
Total Quote	1798.00

This quotation is valid for ninety (90) days, errors and omissions excepted

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COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301, (570) 424-8500. East Stroudsburg Area School District will utilize Colonial Intermediate Unit 20 to provide an associate teacher for direct, one-on-one services at the following location:

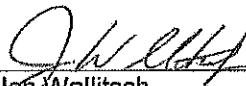
East Stroudsburg Elementary School - Autistic Support

The total cost for said services shall not exceed \$13,992.44. This contract will be in effect from March 18, 2021 through the end of the 2020-2021 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

The signed contract must be returned to Mr. Jon Wallitsch, Director of Fiscal Affairs, at the Intermediate Unit Office.



Mr. Jon Wallitsch
Director of Fiscal Affairs

3/29/21

Date

East Stroudsburg Area School District
Superintendent

Date

Federal ID Number

325

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

East Stroudsburg Area School District

Enrollment Count Matrix

Count of all actively enrolled students for the current school year. Note: students with multiple building enrollments (ME) will be counted once. See details for building choice.

BLDG	GRADE HMRM	EI	KF	01	02	03	04	05	06	07	08	09	10	11	12	TOTAL
		21CC	All	0	0	0	0	0	0	0	0	4	1	2	4	
	21CC Total	0	0	0	0	0	0	0	0	4	1	2	4	5	4	20
AACS	All	0	0	0	0	0	0	0	0	1	1	0	0	0	0	3
	AACS Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	3
ADEL	All	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	ADEL Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
ADM	All	5	0	0	0	0	0	0	0	0	0	0	0	1	0	6
	ADM Total	5	0	0	0	0	0	0	0	0	0	0	0	1	0	6
AGCC	All	0	2	3	0	5	0	1	1	4	3	2	3	6	3	26
	AGCC Total	0	2	3	0	5	0	1	1	4	3	2	3	6	3	26
AHCC	All	0	0	0	0	0	0	0	0	0	0	0	1	2	0	3
	AHCC Total	0	0	0	0	0	0	0	0	0	0	0	1	2	0	3
BES	All	0	41	58	47	60	70	60	0	0	0	0	0	0	0	286
	BES Total	0	41	58	47	60	70	60	0	0	0	0	0	0	0	286
CCAC	All	0	13	17	18	14	18	11	8	6	10	9	6	4	3	106
	CCAC Total	0	13	17	18	14	18	11	8	6	10	9	6	4	3	106
CPDL	All	0	0	1	1	0	2	0	0	1	0	0	0	0	0	4
	CPDL Total	0	0	1	1	0	2	0	0	1	0	0	0	0	0	4
EAAC	All	0	1	0	1	4	1	2	0	0	0	0	0	0	0	8
	EAAC Total	0	1	0	1	4	1	2	0	0	0	0	0	0	0	8
ECCS	All	0	0	0	0	0	0	0	2	0	1	2	1	3	2	11
	ECCS Total	0	0	0	0	0	0	0	2	0	1	2	1	3	2	11
EHN	All	0	0	0	0	0	0	0	0	0	0	225	244	233	251	753
	EHN Total	0	0	0	0	0	0	0	0	0	0	225	244	233	251	753
EHS	All	0	0	0	0	0	0	0	0	0	0	318	326	333	330	1307
	EHS Total	0	0	0	0	0	0	0	0	0	0	318	326	333	330	1307
ESE	All	0	99	88	94	105	128	100	0	0	0	0	0	0	0	614
	ESE Total	0	99	88	94	105	128	100	0	0	0	0	0	0	0	614
HOME	All	0	14	19	22	15	10	9	8	8	13	3	10	5	5	107
	HOME Total	0	14	19	22	15	10	9	8	8	13	3	10	5	5	107
IPCC	All	0	4	5	0	2	5	3	6	5	4	5	2	2	1	47
	IPCC Total	0	4	5	0	2	5	3	6	5	4	5	2	2	1	47
IU20	All	0	4	13	12	10	13	12	5	12	14	9	14	6	20	127
	IU20 Total	0	4	13	12	10	13	12	5	12	14	9	14	6	20	127
JMH	All	0	52	78	62	56	81	69	0	0	0	0	0	0	0	348
	JMH Total	0	52	78	62	56	81	69	0	0	0	0	0	0	0	348
JTL	All	0	0	0	0	0	0	0	299	317	317	0	0	0	0	933
	JTL Total	0	0	0	0	0	0	0	299	317	317	0	0	0	0	933
LIS	All	0	0	0	0	0	0	0	191	212	234	0	0	0	0	637
	LIS Total	0	0	0	0	0	0	0	191	212	234	0	0	0	0	637
LLAC	All	0	0	0	0	0	0	1	0	2	1	1	2	1	0	7
	LLAC Total	0	0	0	0	0	0	1	0	2	1	1	2	1	0	7
LVAR	All	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
	LVAR Total	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
LVCS	All	0	0	0	0	0	0	0	0	0	0	1	1	2	1	5
	LVCS Total	0	0	0	0	0	0	0	0	0	0	1	1	2	1	5

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BLDG	GRADE HMRM	GRADE														TOTAL	
		EI	KF	01	02	03	04	05	06	07	08	09	10	11	12		
MSE	All	0	37	52	60	68	73	78	0	0	0	0	0	0	0	0	368
	MSE Total	0	37	52	60	68	73	78	0	0	0	0	0	0	0	0	368
NPUB	All	0	11	13	14	14	22	23	15	28	14	21	21	18	15	0	229
	NPUB Total	0	11	13	14	14	22	23	15	28	14	21	21	18	15	0	229
OOD	All	0	0	0	0	0	0	0	0	1	0	0	1	0	2	0	5
	OOD Total	0	0	0	0	0	0	0	0	1	0	0	1	0	2	0	5
PACC	All	0	2	2	3	1	3	4	4	4	4	2	7	4	3	0	50
	PACC Total	0	2	2	3	1	3	4	4	4	4	2	7	4	3	0	50
PADL	All	0	0	2	1	0	1	2	2	2	1	1	1	0	1	0	17
	PADL Total	0	0	2	1	0	1	2	2	2	1	1	1	0	1	0	17
PALC	All	0	4	4	5	5	4	4	10	4	2	3	0	1	2	0	55
	PALC Total	0	4	4	5	5	4	4	10	4	2	3	0	1	2	0	55
PAVC	All	0	2	1	1	2	0	0	0	2	3	0	1	0	0	0	12
	PAVC Total	0	2	1	1	2	0	0	0	2	3	0	1	0	0	0	12
RCCS	All	0	4	3	7	13	6	10	9	7	13	3	2	10	2	0	100
	RCCS Total	0	4	3	7	13	6	10	9	7	13	3	2	10	2	0	100
RES	All	0	52	62	66	73	61	77	0	0	0	0	0	0	0	0	601
	RES Total	0	52	62	66	73	61	77	0	0	0	0	0	0	0	0	601
SMI	All	0	50	42	61	54	61	71	0	0	0	0	0	0	0	0	379
	SMI Total	0	50	42	61	54	61	71	0	0	0	0	0	0	0	0	379
TOTAL		0	92	90	176	191	155	159	100	120	68	60	17	60	16	0	1285

NOTES:

1. (NA) indicates students not assigned to any homeroom.
2. Student homeroom assignments are based on current enrollment.