

V. Presentation of the 2022-2023 Annual Financial Report



2022-2023

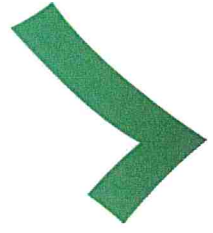
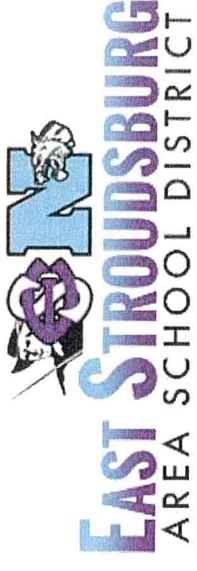
General Fund

Financial Results

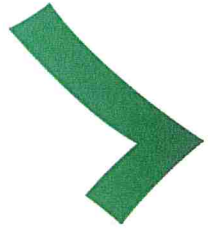
School Board Financial Committee Meeting

December 12th, 2023

2022-2023 Highlights Excluding ESSERS*



- Revenues 0.002% under Budget
 - Actual - \$179,219,707
 - Budget - \$179,500,592



- Expenditures 4.6% less than Budget
 - Actual - \$177,113,659
 - Budget - \$185,776,981



Revenue Summary

	2022-2023 Budget	2022-23 Actual	Variance \$	Variance %
Local	\$108,656,038	\$114,151,816	\$5,495,808	4.8%
State	55,542,690	55,670,607	\$127,917	0.02%
Federal	13,302,548	7,425,262	-5,877,286	-44.2%
Other	1,999,316	1,972,022	-27,294	-0.01%
Total Revenue	\$179,500,592	\$179,219,707	\$-280,585	-0.002%

Revenue Summary

- Expenditures 0.002% less than Budget
 - Local RE taxes were collected as expected – around a 90% collection rate in Monroe and 93% collection rate in Pike County.
 - RE transfer taxes outpaced the budget by 14% in both counties combined – Budgeted \$1.2 million and collected \$1.72 million.
 - Interest income was budgeted at \$250,000 and we collected \$2.7 million on interest.
 - Federal Income was less than budgeted due to ESSER projects that are pushed into 2023-2024.

Expenditure Summary

- Expenditures 4.6% less than Budget
 - Salaries & Benefits \$3.2 million less than Budget primarily due to open positions related to the competitive job market (Bus Drivers)
 - Contracted Services \$1.5 million less than Budget (CIU20 & Non Charter Tuition) as service partners were unable to fulfill commitments due to staffing shortages.
 - Unspent Budget Reserve of \$1.0 million
 - Charter School Costs – budgeted \$9.0 million dollars, arrived at 7.8 million dollars – \$1.2 million dollars below budget.



Revenue over Expenditures

	2022-2023 Budget	2022-2023 Actual	Variance \$	Variance %
Revenue	\$179,500,592	\$179,219,707	\$-280,885	-0.002%
Expenditures	\$185,776,981	\$177,113,659	8,663,322	4.6%
Revenue over Expenditures	-\$6,276,389	\$2,106,048	\$8,382,437	*

Due to actual revenues exceeding budget and actual expenditures being less than budget the District realized a surplus rather than the budgeted deficit.



Financial & Bank Statement impact of the \$5 million transfer

	General Fund Balance	Capital Reserve
Balance as of June 30, 2023 <i>Prior to Transfer</i>	\$56,267,628	\$25,249,185
Fund transfer	-\$5,000,000	\$5,000,000
Balance as of June 30, 2023 After Transfer	\$51,267,628	\$30,249,185

- Accounting entry will be back dated to be effective as of June 30, 2023 (Financial Statement impact)
- Bank posting will be effective based on date it occurs after Board vote (Cash/Bank Statement impact)



2022-2023 Fund Balance Assignments & Capital Reserve Transfer

- Recommended December 18th, 2023 Board Motions: Recommend the Board transfer \$5,000,000 from the General Fund to the Capital Reserve fund for capital improvements across the District.
- Recommend the Board set the following General Fund Balances as of June 30th, 2023:

Fund Balances General Fund	
Nonspendable, Prepaid Expenditures	783,115
Restricted	-
Committed	24,000,000
Assigned	
Balance the 2023-2024 Budget	8,498,602
Future Budget Expenditures	9,000,000
Future Educational Programs	6,000,000
Unassigned	2,985,911
Total Fund Balances	51,267,628

Future budgetary expenses is an increase of \$3,000,000 from the previous Fiscal Year.

2024-2025 Budget Timeline

- December 18th, 2023- School Board meeting; 2022-2023 Fund balance motions and Capital Reserve transfer to close out the fiscal year.
- The Board will vote to approve the Act 1 index Resolution to not exceed the Adjusted index for ESASD (7.6%).
- January Finance Committee Meeting/Board Meeting – Auditors will present the audit report.
- March Finance Committee and Board Meetings – Will present First Look at the 2024-2025 Budget

VI. ITEMS FOR APPROVAL

- a. Approve the 2024-2025 not to exceed the Act 1 Index Resolution budget resolution

**EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS**

RESOLUTION

WHEREAS, on June 27, 2006, the Pennsylvania legislature passed Act 1 of Special Session 2006, known as the “Taxpayer Relief Act” (hereinafter “Act 1”);

WHEREAS, Act 1 requires school districts to limit tax increases to the level set by the index, as defined by Act 1, unless the tax increase is approved by voters in a referendum or the school district obtains from the Department of Education or a court of common pleas certain referendum exceptions;

WHEREAS, Act allows a board of school directors to elect to adopt a resolution indicating that it will not raise the rate of any tax for the support of the public schools for the following fiscal year by more than the index, provided this resolution must be adopted no later than 110 days prior to the date of the election immediately preceding the upcoming fiscal year;

WHEREAS, the East Stroudsburg Area School District index for the 2024-2025 fiscal year is 7.6% as calculated by the Department of Education;

WHEREAS, the East Stroudsburg Area School District Board of Education wishes to express its intention that it shall not raise the real estate property tax rate for the support of the East Stroudsburg Area School District for the 2024-2025 fiscal year by more than the index.

WHEREAS, this Resolution does not require that the East Stroudsburg Area School District Board of School Directors raise the real estate property tax rate for the 2024-2025 fiscal year.

AND NOW, on this 18th day of December, 2023, it is hereby RESOLVED by the East Stroudsburg Area School District (hereinafter “District”) Board of Education (hereinafter “Board”) the following:

1. The Board certifies that it will not increase any school district tax for the 2024-2025 school year at a rate that exceeds the index as calculated by the Department of Education.
2. The Board certifies that it will comply with the procedures set forth in Section 687, of the Pennsylvania Public School Code (hereinafter “School Code”), 24 P.S. §6-687, for the adoption of the District's proposed and final budget.
3. The Board certifies that increasing any tax at a rate less than or equal to the index will be sufficient to balance its final budget of the 2024-2025 fiscal year.

4. The Administration of the District is directed to submit the District's information on a proposed increase in the rate of a tax levied for the support of the District to the Pennsylvania Department of Education on the uniform form prepared by the Pennsylvania Department of Education no later than five days after the Board's adoption of this Resolution.
5. The Administration of the District is directed to send a copy of this Resolution to the Pennsylvania Department of Education no later than five days after the Board's adoption of this Resolution.
6. The Board understands and agrees that by passing this Resolution it is not eligible to seek referendum exceptions under Section 333(f) of Act 1 and is not eligible to request approval from the voters through a referendum to increase a tax rate by more than the index as established for the 2024-2025 fiscal year.
7. Once this Resolution is passed, the Administration of the District is not required to comply with the preliminary budget requirements set forth in paragraphs (a) and (c) of Section 311 of Act 1. Provided, however:
 - (a) The Board understands and agrees that, upon receipt of the information submitted by the District as set forth in paragraphs 4 and 5 above, the Pennsylvania Department of Education shall compare the District's proposed percentage increase in the rate of the tax with the index.
 - (b) Within ten days of the receipt of this information, the Pennsylvania Department of Education shall inform the District whether its proposed tax rate increase is less than or equal to the index.
 - (c) If the Pennsylvania Department of Education determines that the District's proposed increase in the rate of the District's tax exceeds the index, the District is subject to the preliminary budget requirements as set forth in paragraph (a) and (c) of Section 311 of Act 1.

EAST STROUDSBURG AREA SCHOOL DISTRICT

Michael Catrillo , Board President

Date

ATTEST:

Patricia Rosado, Board Secretary

Date

VI. ITEMS FOR APPROVAL

- b. Recommendation to set the Fund Balances as of June 30, 2023 (see attached).

Fund Balances General Fund

Nonspendable, Prepaid Expenditures	783,115
Restricted	-
Committed	24,000,000
Assigned	
Balance the 2023-2024 Budget	8,498,602
Future Budget Expenditures	9,000,000
Future Educational Programs	6,000,000
Unassigned	<u>2,985,911</u>
Total Fund Balances	<u>56,267,628</u>

Transfer to Capital Reserve \$5,000,000.00

VI. ITEMS FOR APPROVAL

- c. Approve the proposals from Keystone Fire and Security for replacement of the POTS lines throughout ESASD for a cost of \$41,592.40.

District

Mon

No
STC



4670 Schantz Road
Allentown, PA 18104
P: (610) 439-1600
F: (610) 439-1388
www.keystonefire.com

TAG! We're It. SERVICE AGREEMENT

This Fire and Security System Service Agreement is entered into by and between Pye Barker Fire & Safety, LLC, d/b/a Keystone Fire and Security (hereinafter the "Company" or "Keystone") and the Customer whose name and address are set forth below (hereinafter the "Customer"). The Fire and Security 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: 10/24/2023
East Stroudsburg SD		LIFE SAFETY ADVISOR: 190
50 Vine Street		PROPOSAL NO: 233984
East Stroudsburg		AGREEMENT EFFECTIVE
PA 18301		FROM: 12/1/2023
ATTN: William Gouger	<input checked="" type="checkbox"/> (see "List of Additional Service Locations")	TO: 11/30/2026
PHONE: (570) 424-8500		COSTARS MEMBER NO: 040-E22-130
CELL: (570) 656-4288		

SERVICES OFFERED UNDER THIS AGREEMENT:

For specific information on the Equipment and System(s) 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 "P" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	Annual Fee	
Audio Visuals & Sound System(s)			
Intrusion Detection System(s)			
Access Control System(s)			
Automatic Fire Damper(s)			
Hand Portable Fire Extinguisher(s)			
E-Lighting, Exit Signs and Hose(s)			
Building Fire Alarm System(s)			
Gasøous Clean Agent System(s)			
Intercom, Paging & Clock System(s)			
Kitchen Suppression System(s)			
Industrial Dry Chemical & Vehicle System(s)			
Central Station Monitoring Service	(11) ✓	\$5,940.00	(See Exhibit M - Subscriber Monitoring Agmt)
Nurse Call System(s)			
Pre-Action/Deluge/Foam System(s)			
Building Sprinkler Sub-System(s)			
Video Surveillance System(s)			
Annual Investment		<u>\$5,940.00</u>	
Dispatch Fee		\$0.00	
Plus Applicable Tax		<u>\$356.40</u>	

ANNUAL INVESTMENT:

\$6,296.40

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. All municipal certification, compliance and/or water authority fees will result in charges over and above stated inspection price.

East Stroudsburg SD
233984

EMERGENCY 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.

Life Safety
MADE SIMPLE

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 Agreement 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, as an agreement customer, 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.

Labor Rates

Normal Business Hours - 8:00 AM to 4:30 PM Monday through Friday

		Not Agreement	Agreement
Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$183.75	\$146.00
Sprinkler, Alarm and Sound	(Per Hour)	\$218.40	\$173.00
Video, Access Control and Networks	(Per Hour)	\$263.55	\$209.00
<i>* 2 Hour Minimum Billing</i>			

Overtime Hours - After 4:30 PM Monday through Friday, all day Saturday

Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$231.00	\$183.00
Sprinkler, Alarm and Sound	(Per Hour)	\$271.95	\$216.00
Video, Access Control and Networks	(Per Hour)	\$328.65	\$261.00
<i>* 4 Hour Minimum Billing</i>			

Sunday & Holiday Hours - All day Sunday & Holidays

Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$262.50	\$208.00
Sprinkler, Alarm and Sound	(Per Hour)	\$309.75	\$246.00
Video, Access Control and Networks	(Per Hour)	\$376.95	\$299.00
<i>* 4 Hour Minimum Billing</i>			

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

***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).*

PARTS REPLACEMENT:

Standard Parts Replacement:

Unless otherwise noted elsewhere, all replacement parts deemed necessary to maintain systems in an operable state will be itemized and presented to Customer for approval and authorization to proceed. Parts will be billed as an extra at the manufacturer's suggested list price.

Parts Protection Plus™ - All-Inclusive Parts Replacement:

Under Parts Protection Plus, Company agrees to repair or replace covered components with a device of like kind and quality as the original, subject to availability and the terms of the PPP™ plan. All parts replacement work must be performed at time of system inspection or, in the case of a Customer-initiated trouble call, on the next available business day, during normal business hours (7:30 am to 4:00 pm, Monday through Friday except holidays) subject to availability of parts and materials. Parts replaced during emergency out-of-hours service calls are covered under this plan, however, emergency out-of-hours labor to replace covered parts will be charged in accordance with the contracted labor rate(s) and hourly minimum(s) in effect at that time. Parts needing replacement due to obsolescence, misuse, abuse, theft, and/or Acts of God, are not covered under this program. Third party labor charges are not covered as a part of this program. These charges will be itemized and billed to the Customer by Company. Third-party labor charges include, but are not limited to, electricians, HVAC contractors, elevator repairmen, and technician charges associated with the repair or programming of proprietary systems not supplied and installed by Company.



IMPORTANT - PLEASE READ:

IMPORTANT INFORMATION REGARDING THE INSPECTION OF YOUR SYSTEM(S) AND EQUIPMENT

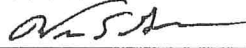
1. Customer must provide Company unfettered and timely access to all equipment to be tested. Call backs and return visit(s) to test equipment missed and/or not tested as a result of inaccessibility will result in an additional charge for labor at our contracted labor rate(s), as noted in this Agreement.
2. Determination of our inspection fee is predicated upon, among other considerations, the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated at the time of our inspection, Company reserves the right to adjust the inspection price accordingly.
3. Customer is responsible for providing all specialty equipment at time of inspection, including but not limited to scissor lifts, scaffolding, high-reach equipment, etc. If any specialty equipment is to be provided by Company, additional charges will be added to the cost of the inspection.
4. Company cannot inspect a system in an "off normal" condition. All existing trouble conditions, including but not limited to ground faults, open circuits, and short circuits, must be repaired and restored prior to commencement of inspection. All repairs will be done on a time and materials basis and will be in addition to the cost of the inspection.
5. Unless otherwise specified and if the equipment is so equipped, all audible alarm devices will be tested at the time of the inspection during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing of audible devices, if required, will be performed under a special written agreement with the Customer, which will outline additional charges for premium time.
6. Many fire and security systems are connected to a central station monitoring company. Customer is responsible for notifying building occupants of testing and 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 or penalties for unwanted or excessive alarm activations will be the sole responsibility of the Customer. Should Company be assessed penalties for work performed at a Customer's facility, these charges will be itemized and added to the Customer's invoice.
7. Unless otherwise specified, all fire, sound and security systems will be tested during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing, if required, will be performed under a special written agreement with the customer, which will outline additional charges for premium time.
8. Company is a participating member of COSTARS™. COSTARS is the Commonwealth of Pennsylvania's Cooperative Purchasing Program which serves as a conduit through which registered and eligible local public procurement units (LPPUs) and state-affiliated entities (together "Members") are able to leverage contracts established by the PA Department of General Services to cost-effectively and efficiently identify suppliers with whom to do business.
9. Customer is responsible for resetting/restoring ancillary functions after system testing, including but not limited to, recalled elevator cars, roll-up fire doors, door hold-open devices, dampers, air handlers, pressurization fans, etc.
10. Parts needing replacement due to obsolescence, misuse, abuse, theft, and/or Acts of God, are not covered under warranty or the Parts Protection Plus all-inclusive parts program, and will be itemized and billed to the Customer at OEM suggested list price less any contracted discount, if applicable.

END OF SECTION

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By your signature below and on the subsequent page(s) requiring a signature, you are hereby authorizing Company to perform the work as specified. There is no agreement until a representative of the Company returns a dated, countersigned copy of this agreement to the Customer. Payment by Customer will be made as outlined above:

CUSTOMER



 Signature
 William Gouger

 Printed Name
 SFD

 Title

 Email Address

 Date 2023/11/28

KEYSTONE FIRE AND SECURITY

 Signature

 Printed Name

 Title

 Date

ADDITIONAL REQUIRED SERVICES

In addition to the above-described services to be performed, your fire and security 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 range from tests or preventative maintenances, to site software support and seat licensing. Where noted, these services are required by code and must be performed at the appropriate intervals to maintain compliance with codes regarding testing and inspection of your system(s). Unless indicated otherwise below, these services will only be quoted and performed on a Time & Material (T&M) basis, at the contracted labor rates in effect at the time of the testing. Tests, inspections and services that do not pertain to your fire and security 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"/> | 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"/> |

VALUE-ADDED OPTIONAL SERVICES

Company 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"/> | <i>Parts Protection Plus™</i> Covering: | Fire Alarm Systems _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | | Covering: Gaseous Systems _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | | Covering: Pre-Action Systems _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | | Covering: Intrusion Systems _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | | Covering: Video Surveillance _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | | Covering: Access Control Systems _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | | Covering: Audio/Visual & Sound _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | | Covering: Intercom & Paging _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | | Covering: Nurse Call Systems _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | <i>Site Software Support™</i> For: | Video Surveillance _____ | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | | For: Access Control _____ | <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"/> | <i>Nozzle Plan Plus™</i> Nozzle Cap & Nozzle Replacement Coverage for Restaurant Systems | | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | <i>PFX-TEND™</i> - Portable Fire Extinguisher Extended Maintenance Plan (available on 3-yr agreements only) | | <input type="checkbox"/> | N/A |
| <input type="checkbox"/> | <i>ePlace™</i> - Web-Based Field Device Placement Reporting powered by Building Reports.com | | <input type="checkbox"/> | \$ - |

Place an "X" in the box to the left of each service that you wish to select. Keystone will only provide those services which have been selected by you and authorized with a signature at the bottom of this page.

ACCEPTANCE OF ADDITIONAL & OPTIONAL SERVICES:

I hereby authorize Company to add the services marked above with an "X" to my *Annual Investment* from Page 1:

CUSTOMER

Signature _____

Title _____

Printed Name _____

Date _____

1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the (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 Pye Barker Fire & Safety, LLC, d/b/a Keystone Fire and Security ("Company" or "Keystone").
2. **SALE OF INSPECTION AND TESTING SERVICE.** Company shall sell to Customer and Customer shall purchase from Company the inspection and testing services ("Services") identified in this Agreement to be performed on Customer's fire protection and security equipment ("Equipment" or "System(s)"). 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 24 A. of this Agreement. All additional, revised or changed work shall be subject to all terms and conditions of the Agreement.
3. **DEFINITIONS - INSPECTION AGREEMENTS.**
 - Inspection. A visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free of physical damage.
 - Testing. A procedure used to determine the operational status of a component or system by physically manipulating components of the system.
 - Deficiency. A condition in which a system or portion thereof is damaged, inoperable or in need of service, but does not rise to the level of an impairment.
 - Impairment. A condition where a system or unit or portion thereof is out of order and the condition can result in the system or unit not functioning in a fire event.
4. **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 (unless VALUE-ADDED optional services are purchased in which case such services are subject to all terms and conditions of the Agreement. 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 System(s) installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your System(s) 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 System(s) 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.
5. **PURCHASE PRICE AND PAYMENT.**
 - i) Collection Costs - Customer agrees to pay, in addition to balance, all costs of collection as permitted by law, including without limitation, reasonable attorneys' costs and fees.
 - ii) In consideration of Keystone Fire & Security (KFS) extending credit to the customer, the customer agrees to pay for all items delivered or services rendered to, or at the request of, the customer, in accordance with the terms of each invoice. The customer further agrees that each of the terms and conditions of sale stated on the invoice shall be a term of the contract of each sale from KFS to the customer. Interest at the rate of 18% per annum will be charged on any balance over twenty (20) days and customer agrees to promptly pay said service charge. An additional service charge, computed on the same basis, will be due and payable within twenty (20) days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Customer further agrees that with regard to such service charges, customer and KFS are parties to a written commercial contract. Should it become necessary to place the account with a collection agency or attorney, the applicant agrees to pay all collection costs and attorney fees in addition to all other sums due. Customer authorizes KFS to obtain credit and financial information concerning the customer at any fees in addition to all other sums due. Customer authorizes KFS to obtain credit and financial information concerning the applicant at any time and from any source. If at any time the customer's account remains inactive for one hundred eighty (180) consecutive days, the customer agrees that the credit terms for any new contract of sale from that point forward become cash-on-delivery until a new credit application is submitted to and approved by KFS.
 - iii) RETURNED CHECKS: A \$30.00 fee will be assessed for all returned checks.
 - iv) Equipment: All products returned for credit or returned for replacement require authorization from the Company. All returns of undamaged, non-defective products are subject to a 25% restock charge. All special-order items require a non-refundable deposit of 50% of the purchase price, paid in advance, before KFS orders equipment.
 - v) All additional costs KFS incurs due to compliance/portal/registration fees required by the customer will be billed to the customer in addition to an administrative fee.
 - vi) Cancellation By Customer - Customer may cancel this Agreement at any time within thirty (30) days with written notice. Customer agrees to remain responsible for all purchases made and/or services rendered before the thirty (30) day period expires and for any collection costs. Customer understands and acknowledges that the service fee paid for this Agreement is not refundable.
 - vii) Cancellation By Company - Company can suspend service or terminate this Agreement with or without notice and without further responsibility if customer fails to make a payment on time or if Company deems Customer's payment history unsatisfactory; Customer files for bankruptcy; Customer fails to remedy conditions identified as a hazard to life or property; Customer permits any person other than our authorized representatives to service equipment; if equipment becomes outdated and parts are not readily available; and/or Customer fails to comply with the obligations specified under this Agreement.
6. **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(s) 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(s), 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(s) 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(s) for purposes other than those for which it is designed;
 - ii) any causes external to the Equipment or System(s) 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(s); or (d) the occurrence of any events set forth in Section 14;
 - iii) repair, servicing or alterations to the Equipment or System(s) by anyone other than an authorized Company service representative or without the written consent of Company;
 - iv) alteration or relocation of Equipment or System(s) and/or topographical changes to the area protected by the Equipment or System(s).
7. **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 Equipment and System(s). Company makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire or security Equipment or System(s). Company cannot and does not guarantee that loss or damage will not occur.

KEYSTONE FIRE AND SECURITY

SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

8. **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
9. **CUSTOMER RESPONSIBILITIES.**
- Applicable Standards.** Customer represents that it has reviewed and is familiar with the National Fire Protection Association ("NFPA") Standards and local rules, codes and requirements applicable to the System(s) or Equipment subject to this Agreement located within the Customer's premises, and that it shall comply with all applicable NFPA standards, local rules, codes and requirements and that it understands the requirements and consequences of failure to comply with the requirements set out in those NFPA Standards, local rules, codes or requirements. Customer is responsible for maintaining all System(s) and Equipment in good working order as outlined in the applicable NFPA Standards and in any and all local rules, codes, or standards applicable to the jurisdiction where the System(s) or Equipment is/are located.
- Site Environment.** The Equipment and System(s) are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Equipment and System(s). Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Equipment or System(s) 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(s).
- Access.** Customer shall provide Company with access to the Equipment and System(s) and adequate working space and facilities within a reasonable distance of the Equipment and System(s). Customer shall identify and provide the location of all components of the System(s) and Equipment that is subject to this Agreement. Company will be free to start and stop all primary equipment incidental to the operation of the Equipment and System(s).
- Operating Procedures.** Customer will follow routine operating procedures as specified in the operating manuals for the Equipment and System(s).
- 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.
10. **TERM; TERMINATION.** The following is applicable only if this Agreement involves the provision of Services: The initial term (the "Initial Term") of this Agreement will be for a one (1) year term commencing on the effective date indicated this Agreement. This Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term" and, together with the Initial Term, the "Term") until terminated as provided in this Agreement. Each Renewal Term will be subject to the terms and conditions of this Agreement, except that the fees for the Services for each Renewal Term will be at the rate then charged by Company for similar 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 these Terms.
11. **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.
12. **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(s) 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.
13. **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. In the event Customer loses tax exempt status, Customer shall immediately notify Company and shall immediately remit payment to Company for all past due taxes.
14. **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, inclement weather, civil disorder, transportation difficulties, shortage of fuel, labor or materials, pandemic, governmental acts or restrictions, or Customer's denial to Company of full access to the
15. **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, including the provision of Services or failure to perform services under 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. Where Services under this Agreement are provided at more than one location, the "one year's fees paid under this Agreement" referenced in this section 15 B. shall be limited to the fees paid for the particular location giving rise to any claim.
16. **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.
17. **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.
18. **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 18.
19. **WAIVER OF SUBROGATION.** It is understood that Company is not an insurer and that insurance shall be obtained by Customer to protect premises where Services are to be performed (the "Premises") and to protect the property of Customer and others within the Premises as well as to protect all persons within the Premises. It is further understood by Customer that the amounts payable under this Agreement are based on the value of services and, among other considerations, the waiver of subrogation as set forth in the Agreement and are unrelated to the value of the Customer's premises or property of Customer and/or others located within the premises. Customer agrees to rely exclusively on Customer's insurer to recover for injury, loss or damage in the event of any loss, injury or damages to the Premises or any property therein. Customer does hereby for itself and all others claiming by or through it under this Agreement release and discharge Company from and against all damages covered by Customer's insurance and Customer further waives all rights of recovery against Company arising by way of subrogation or assignment.

KEYSTONE FIRE AND SECURITY
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

20. **INDEMNIFICATION.** Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with or involving the Services and/or goods (where applicable) provided under this Agreement or in association with or involving the operation or non-operation of any Equipment or System(s), which damage or loss is caused by or contributed to by any act, error or omission, solely or jointly, on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to, any alleged or determined sole negligence and/or alleged or determined gross negligence on the part of Company, and/or its agents, servants or employees. If any person, or Customer or assignee(s) of Customer, shall make a claim for any damage or injury (including death) as above described, Customer agrees to indemnify and hold harmless Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), Company and/or its agents, servants or employees may sustain as a result of any such claim and Customer agrees to assume the defense of Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses, including but not limited to reasonable attorney's fees, incurred in connection therewith. This Agreement shall continue in effect notwithstanding the fact Customer has accepted and paid for the Services. The aforesaid Indemnification obligation shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for Customer's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Customer expressly and specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.
21. **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.
22. **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.
23. **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.
24. **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 or addendum of Customer issued in connection with this Agreement at the time of entering into Agreement or thereafter conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise agreed to in writing by an authorized representative of Company and shall be of no force or effect. No modification of the indemnification, waiver of subrogation or limitation of liability provisions ("scope of liability provisions") shall be applicable or binding notwithstanding any provision to the contrary found in any such signed purchase order, addendum or other modification of the Agreement unless signed by the President of the Company, it being expressly understood and agreed that no Company representative, other than the President, is authorized to modify the scope of liability provisions. No modification of this Agreement shall be binding unless made in writing and signed by both
- 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 24 E.
- E. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire and Security, 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 24 E.
- F. **Assignment.** This Agreement and/or any claims arising out of 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, enforcement of, or claims arising directly or indirectly out of this Agreement that results in litigation, in which Company is the prevailing party. "Prevailing" shall mean Company achieved a dismissal or judgment in its favor of any claim or action filed or pursued against Company, or in a matter initiated by Company, Company received some or all of the relief sought. 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. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

LIST OF ADDITIONAL SERVICE LOCATIONS:

LOC.				
NO.	LOCATION NAME	ADDRESS OF SERVICE LOCATION(S)		
1	Bushkill Elementary School	131 North School Drive	Dingmans Ferry, PA 18328	\$540.00
2	East Stroudsburg Elementary School	93 Independence Road	East Stroudsburg, PA 18301	\$540.00
3	J.M. Hill Elementary School	151 East Broad Street	East Stroudsburg, PA 18301	\$540.00
4	Middle Smithfield Elementary School	5180 Milford Road	East Stroudsburg, PA 18302	\$540.00
5	Reslca Elementary School	1 Gravel Ridge Road	East Stroudsburg, PA 18302	\$540.00
6	Smithfield Elementary School	245 River Road	East Stroudsburg, PA 18301	\$540.00
7	J.T. Lambert Intermediate	2000 Milford Road	East Stroudsburg, PA 18301	\$540.00
8	High School North	279 Timberwolf Drive	Dingmans Ferry, PA 18328	\$1,620.00
9	High School South	279 North Courtland Street	East Stroudsburg, PA 18301	\$540.00
10				
11				
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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		Central Station Monitoring	Building	We will Set up CLSS Monitoring on the security panels at the following schools Bushkill Elementary School East Stroudsburg Elementary School J.M. Hill Elementary School Middle Smithfield Elementary School Resica Elementary School Smithfield Elementary School J.T. Lambert Intermediate High School North High School South

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 OF THE PARTIES

Company's Responsibilities to the Subscriber:

1. To notify Subscriber of off-normal conditions originating from the communicator which may require service or repair.
2. To obtain authorization from Subscriber to repair malfunctioning communication equipment.
3. To notify Subscriber of automatic annual renewal of monitoring agreement, including any changes in subscriber fees.
4. To clearly notify Subscriber (with written notice) of termination of monitoring service.
5. To notify Subscriber's authority having jurisdiction (AHJ) of termination or cancellation of monitoring service.

Subscriber's Responsibilities to the Company:

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.

3. 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.
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, and account data entry).
4. Subscriber acknowledges and hereby agrees that he has read and fully understands the "Subscriber Monitoring Terms and Conditions" below.

EXHIBIT M: CENTRAL STATION MONITORING SERVICE

Subscriber Monitoring Agreement Terms & Conditions

1. **TERMINATION.** COMPANY MAY SUSPEND MONITORING SERVICES OR TERMINATE THIS AGREEMENT AT ANY TIME UPON MAILING WRITTEN NOTICE TO YOU FIVE (5) DAYS BEFORE THE SUSPENSION OR TERMINATION DATE. DAYS BEFORE THE SUSPENSION OR TERMINATION DATE.
2. **DISCLAIMER/LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE: THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY, YOUR EMPLOYEES AND OTHERS WHO MAY BE ON YOUR PREMISES FOR MEDICAL, DISABILITY LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR VIDEO IMAGE, OR OPERATE ANY MONITORING FACILITY. YOU FURTHER UNDERSTAND AND AGREE: THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING A CHARGE FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS CHARGE OR ANY HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.
3. **TRANSMISSION OF DATA, VIDEO OR VOICE.** YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS A NON-SUPERVISED REPORTING DEVICE. IF THE TRANSMISSION MEDIUM FOR DELIVERY OF DATA, VIDEO IMAGES OR VOICE OR OTHER AUDIO COMMUNICATIONS FROM YOUR SYSTEM TO THE MONITORING FACILITY IS INCOMPATIBLE WITH THE SYSTEM OR IS INOPERATIVE, CIRCUMVENTED, COMPROMISED OR INTERRUPTED BY NATURAL OR HUMAN CAUSES INCLUDING, WITHOUT LIMITATION, THE CUTTING OF THE TELEPHONE LINE, RADIO TRANSMISSION INTERFERENCE, POWER LINE SURGES OR OUTAGES, INTERNET OR BROADBAND PROBLEMS AND INTERNET OR BROADBAND PROVIDER PROBLEMS, THERE IS NO INDICATION OF THIS FACT AT THE MONITORING FACILITY. FURTHER, YOU UNDERSTAND THAT (I) A VIDEO SYSTEM ENABLES COMPANY TO VIEW YOUR PREMISES ("PREMISES"), AND (II) A TWO-WAY VOICE SYSTEM ENABLES COMPANY TO "LISTEN-IN" TO YOUR PREMISES. YOU AUTHORIZE AND CONSENT TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN AND RELEASE COMPANY AND REPRESENTATIVES FOR ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES DUE TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN TO YOUR PREMISES.
4. **RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION.** YOU HEREBY WAIVE ANY RIGHTS YOUR INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES WHICH ARE INSURED.
5. **INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING FACILITY, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.
6. **SUSPENSION OF SERVICE.** SHOULD THERE BE A TERMINATION OR SUSPENSION OF THE CONTRACT BETWEEN DEALER AND COMPANY, OR UPON TERMINATION OR SUSPENSION OF MONITORING SERVICES FOR ANY REASON UNDER COMPANY'S CONTRACT WITH DEALER, OR IF THE SYSTEM EXCESSIVELY SENDS VIDEO IMAGES OR SIGNALS TO COMPANY'S MONITORING FACILITY, YOU UNCONDITIONALLY AND IRREVOCABLY AUTHORIZE COMPANY TO, WITHOUT LIMITATION, CONCURRENTLY OR CONSECUTIVELY, DO ANY ONE OR MORE OF THE FOLLOWING: IGNORE ALL VIDEO IMAGES AND SIGNALS RECEIVED FROM THE SYSTEM, DISCONNECT THE SYSTEM, OR RENDER THE SYSTEM INCAPABLE OF SIGNALING LOCALLY OR COMMUNICATING WITH THE MONITORING FACILITY BY DELETION OR MODIFICATION OF DATA NECESSARY TO OPERATE THE SYSTEM AND COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU. YOU AGREE THAT COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE AND YOU RELEASE COMPANY FOR ALL LOSS, DAMAGE AND EXPENSE IN THE EVENT THE MONITORING FACILITY, EQUIPMENT, OR FACILITIES NECESSARY TO OPERATE THE SYSTEM OR MONITORING FACILITY ARE INTERRUPTED, CIRCUMVENTED, COMPROMISED, DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION (COLLECTIVELY, AN "INTERRUPTION") FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, COMPANY'S SOLE, JOINT OR SEVERAL NEGLIGENCE, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE.
7. **FALSE ALARMS.** IN THE EVENT THE SYSTEM IS ACTIVATED FOR ANY REASON WHATSOEVER, YOU SHALL PAY, WITHOUT ANY RIGHT TO BE REIMBURSED BY COMPANY, ALL FINES, FEES, COSTS, EXPENSES AND PENALTIES ASSESSED AGAINST YOU OR COMPANY BY ANY COURT OR GOVERNMENTAL AGENCY.
8. **BINDING AGREEMENT.** THIS AGREEMENT BECOMES BINDING UPON COMPANY ONLY (I) WHEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF COMPANY, WHO MUST BE A CORPORATE OFFICER IF (A) THERE ARE ANY ADDITIONS TO THE AGREEMENT, OR (B) ANY OF THE PRINTED TERMS AND CONDITIONS HAVE BEEN ALTERED, DELETED OR SUBSTITUTED BY OTHER WORDING, OR (II) UPON COMMENCEMENT OF SERVICES. PROVIDED, HOWEVER, IN SUCH EVENT CLAUSE (I) APPLIES, YOU AGREE THAT (X) ANY AND ALL MODIFICATIONS TO THIS AGREEMENT BY YOU ARE DEEMED REJECTED BY COMPANY, AND (Y) THE ONLY TERMS AND CONDITIONS APPLICABLE TO THE SERVICES PROVIDED TO OR FOR YOU ARE SET FORTH IN THIS UNMODIFIED AGREEMENT.
9. **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF NEW JERSEY.
10. **TYPE AND PLACE OF SUIT.** YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY AGREE THAT ALL CLAIMS, ACTIONS OR PROCEEDINGS ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF THIS AGREEMENT OR THE SERVICES (A "SUIT") SHALL BE LIMITED TO BREACH OF THIS AGREEMENT ONLY (ALL OTHER TYPES OF CLAIMS BEING HEREBY WAIVED AND COMPANY AND REPRESENTATIVES BEING HEREBY RELEASED) BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE DISTRICT OR COUNTY WHERE COMPANY'S MONITORING FACILITY IS LOCATED AND YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS.
11. **SERVICE OF PROCESS.** YOU AND COMPANY EACH AUTHORIZE AND CONSENT TO SERVICE OF PROCESS BY U.S. MAIL, CERTIFIED, RETURN RECEIPT REQUESTED, OR NATIONAL OVERNIGHT COURIER SERVICE (WITH CONFIRMATION OF RECEIPT).
12. **WAIVER OF TRIAL BY JURY.** YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.
13. **CONTRACTUAL LIMITATION OF ACTIONS.** ALL SUITS AGAINST COMPANY OR REPRESENTATIVES MUST BE COMMENCED IN COURT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, WITHOUT JUDICIAL EXTENSION OF TIME, OR SAID SUIT IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.
14. **ASSIGNABILITY OF AGREEMENT.** THIS AGREEMENT IS NOT ASSIGNABLE BY YOU. THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY AND, UPON ASSIGNMENT, COMPANY SHALL HAVE NO FURTHER DUTY, OBLIGATION, RESPONSIBILITY OR LIABILITY TO YOU.
15. **MONITORING SERVICE.** MONITORING SERVICE CONSISTS SOLELY OF MONITORING SERVICE PERSONNEL ("OPERATOR") COMMUNICATING ELECTRONICALLY WITH FIRST RESPONDERS OR CALLING BY TELEPHONE THE TELEPHONE NUMBERS SUPPLIED BY YOU OR DEALER IN WRITING FOR THE POLICE, SHERIFF, FIRE, MEDICAL, AMBULANCE, GUARD, PATROL AND RESPONSE SERVICES, AND OTHER GOVERNMENTAL, QUASI-GOVERNMENTAL, PRIVATE OR VOLUNTEER AGENCIES, DEPARTMENTS AND ORGANIZATIONS (COLLECTIVELY, "FIRST RESPONDERS") AND PERSONS IDENTIFIED BY YOU AS YOUR EMERGENCY CONTACTS (THE "CALL LIST") WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY AND THE PRIORITY OF THE SIGNALS WHICH ARE IDENTIFIED IN WRITING ("LISTED CODES") OR VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICES APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY OR WHEN VOICE COMMUNICATION REQUESTING ASSISTANCE IS RECEIVED BY AN OPERATOR FROM YOU OR FROM THE PREMISES (COLLECTIVELY, "MONITORING SERVICES"). NO MONITORING SERVICE SHALL BE RENDERED FOR VOICE COMMUNICATION WHICH DOES NOT REQUEST ASSISTANCE OR FOR VIDEO IMAGES WHICH DO NOT CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE. IN THE EVENT A SIGNAL IS RECEIVED AT THE MONITORING FACILITY WHICH IS NOT A LISTED CODE, YOU AGREE THAT COMPANY'S SOLE DUTY AND OBLIGATION IS FOR COMPANY TO LOG THE SIGNAL (THE "UNLISTED CODE POLICY").

EXHIBIT M: CENTRAL STATION MONITORING SERVICE

Subscriber Monitoring Agreement Terms & Conditions (Cont.)

IF THE PREMISES IS LOCATED IN A JURISDICTION REQUIRING A PERSONAL VERIFIED ON-SITE RESPONSE ("VERIFIED RESPONSE") PRIOR TO DISPATCHING A FIRST RESPONDER, IT IS YOUR SOLE RESPONSIBILITY TO ENGAGE A SERVICE TO PROVIDE SUCH VERIFIED RESPONSE. ALL FEES, COSTS AND EXPENSES IN CONNECTION WITH VERIFIED RESPONSE SHALL BE BORNE BY YOU ONLY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (A) UPON RECEIPT OF A LISTED CODE OR VIDEO IMAGES AND PRIOR TO COMMUNICATING ELECTRONICALLY OR BY TELEPHONE TO FIRST RESPONDERS OR THE CALL LIST, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, ATTEMPT TO TELEPHONE THE PREMISES OR ATTEMPT TO CONTACT YOU THROUGH TELEPHONE, ELECTRONIC MAIL, TEXT MESSAGE OR OTHER SIMILAR MEANS OF COMMUNICATION AT NUMBERS OR ADDRESSES PROVIDED BY YOU OR DEALER IN WRITING, AS FREQUENTLY AS COMPANY DEEMS APPROPRIATE TO VERIFY THE NECESSITY TO REPORT THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES TO FIRST RESPONDERS OR THE CALL LIST, AND (B) UPON THE RECEIPT OF AN ABORT CODE OR ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES FROM YOU OR ANY OF YOUR PERSONAL CONTACTS ON THE CALL LIST, ALL OF WHOM HAVE YOUR AUTHORITY AND CONSENT TO DIRECT COMPANY TO DISREGARD RECEIPT OF A LISTED CODE, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, REFRAIN FROM CONTACTING FIRST RESPONDERS OR THE CALL LIST OR ADVISE ANYONE PREVIOUSLY NOTIFIED OF A LISTED CODE OR VIDEO IMAGES OF RECEIPT OF AN ABORT CODE OR ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF THE LISTED CODE OR VIDEO IMAGES.

COMPANY'S EFFORTS TO NOTIFY FIRST RESPONDERS OR THE CALL LIST SHALL BE SATISFIED BY ADVICE ELECTRONICALLY OR BY TELEPHONE TO ANY PERSON ANSWERING THE TELEPHONE AT THE TELEPHONE NUMBER(S) PROVIDED TO COMPANY IN WRITING OR BY LEAVING A MESSAGE WITH A TELEPHONE ANSWERING SERVICE OR ANY MECHANICAL, ELECTRICAL, ELECTRONIC OR OTHER TECHNOLOGY PERMITTING THE RECORDATION OF VOICE OR DATA COMMUNICATIONS YOU ACKNOWLEDGE AND AGREE THAT (I) ALL SOFTWARE, HARDWARE, FIRMWARE, CODES, SIGNALS, AUDIO AND VOICE COMMUNICATIONS, VIDEO IMAGES, INFORMATION AND DOCUMENTATION ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT OR THE SERVICES (COLLECTIVELY, THE "IP PROPERTY") ARE THE SOLE AND EXCLUSIVE PROPERTY OF COMPANY AND YOU HAVE NO RIGHTS WHATSOEVER IN ANY OF THE IP PROPERTY AND (II) COMPANY SHALL HAVE THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO DESTROY, DELETE, ERASE, ETC. (COLLECTIVELY, "DESTRUCTION") THE IP PROPERTY AT ANY TIME WITHOUT NOTICE TO YOU; PROVIDED, THAT UPON YOUR WRITTEN REQUEST TO RETAIN ANY SPECIFIC IP PROPERTY BEING RECEIVED BY COMPANY PRIOR TO THE DESTRUCTION OF THE IP PROPERTY, COMPANY SHALL USE COMMERCIALY REASONABLE EFFORTS TO STORE THE SPECIFIC IP PROPERTY AS REQUESTED BY YOU ON THE CONDITION PRECEDENT THAT YOU PAY ALL FEES, COSTS AND EXPENSES RELATED TO YOUR REQUEST.

16. **SERVICE INFORMATION OBLIGATION OF SUBSCRIBER.** ONLY YOUR AGENT THE DEALER SHALL PROPERLY AND ACCURATELY COMPLETE AND DELIVER TO COMPANY IN WRITING ALL INFORMATION REQUIRED BY COMPANY TO PERFORM MONITORING SERVICES UNDER THIS AGREEMENT ("INFORMATION"). ALL INFORMATION (AND ALL ADDITIONS, MODIFICATIONS OR CHANGES) SHALL BE (I) YOUR SOLE AND ABSOLUTE RESPONSIBILITY, AND (II) IN WRITING OR ELECTRONICALLY TRANSMITTED BY DEALER TO COMPANY. ALL INFORMATION SHALL NOT BECOME AVAILABLE FOR USE UNTIL TRANSFERRED BY COMPANY TO ITS DATABASE WHICH SHALL OCCUR NOT SOONER THAN THE NEXT BUSINESS DAY AFTER RECEIPT OF THE INFORMATION AT THE MONITORING FACILITY. NO ORAL COMMUNICATION SHALL BE BINDING ON COMPANY. NOTWITHSTANDING THE FOREGOING, IN THE EVENT COMPANY PROVIDES OR AGREES TO PROVIDE ANY OF THE INFORMATION, SUBSCRIBER HEREBY RELEASES COMPANY FOR ANY AND ALL ACTS, ERRORS OR OMISSIONS OF COMPANY, INCLUDING COMPANY'S ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE ARISING OUT OF OR FROM OR RELATED TO COMPANY PROVIDING, FAILING TO PROVIDE OR AGREEING TO PROVIDE ANY INFORMATION.
17. **INTEGRATED AGREEMENT.** THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HIS/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT.
18. **VALID AGREEMENT.** SHOULD ANY PROVISION HEREOF (OR PORTION THEREOF), OR ITS APPLICATION TO ANY CIRCUMSTANCES, BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT, THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING. UPON DETERMINATION THAT ANY PROVISION OR PORTION THEREOF IS INVALID, ILLEGAL OR UNENFORCEABLE, THE COURT OR OTHER DISPUTE RESOLUTION FORUM SHALL MODIFY THE PROVISION OR PORTION THEREOF SO AS TO EFFECT THE ORIGINAL INTENT OF THE PARTIES AS CLOSELY AS POSSIBLE SO THAT SUCH PROVISION OR PORTION THEREOF IS VALID, LEGAL AND ENFORCEABLE.
19. **MODIFICATIONS.** ALL CHANGES OR AMENDMENTS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY YOU AND COMPANY TO BE BINDING.
20. **RIGHT TO SUBCONTRACT.** COMPANY MAY, IN ITS SOLE ABSOLUTE DISCRETION, SUBCONTRACT FOR THE PROVISION OF SERVICES UNDER THIS AGREEMENT. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY COMPANY TO PROVIDE ANY MONITORING SERVICE TO YOU, AND BIND YOU TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO COMPANY.
21. **CONSENT TO INTERCEPT, RECORD, DISCLOSE AND USE CONTENTS OF COMMUNICATIONS.** YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR FAMILY, GUESTS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES (INDIVIDUALLY AND COLLECTIVELY, "ANY PERSON"), HEREBY CONSENT TO COMPANY INTERCEPTING, RECORDING, RETRIEVING, REVIEWING, COPYING, DISCLOSING AND USING THE CONTENTS OF ALL TELEPHONE, VIDEO, WIRE, ORAL, ELECTRONIC, INTERNET, BROADBAND AND OTHER FORMS OF TRANSMISSION OR COMMUNICATION TO WHICH COMPANY AND YOU OR ANY PERSON ARE PARTIES.
22. **MEDICAL EMERGENCY SIGNAL.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.
23. **SUBSCRIBER AS SURETY.** YOU AGREE TO BE A SURETY FROM THE OBLIGATIONS OF DEALER TO COMPANY INCLUDING, WITHOUT LIMITATION, ALL CHARGES FOR SERVICES RENDERED OR TO BE RENDERED BY COMPANY TO YOU, UPON WRITTEN NOTICE TO YOU THAT DEALER IS IN DEFAULT OR BREACH OF ITS AGREEMENT WITH COMPANY.
24. **SUBSCRIBER OBLIGATIONS.** IF THE BUSINESS RELATIONSHIP BETWEEN YOU AND DEALER TERMINATES, OR IF YOU SELL OR NO LONGER OCCUPY THE ENTIRE PREMISES, YOU SHALL IMMEDIATELY (I) NOTIFY COMPANY IN WRITING, AND (II) DEPROGRAM THE SYSTEM SO THAT THE SYSTEM WILL NOT COMMUNICATE WITH THE MONITORING FACILITY.
25. **PARAGRAPH HEADINGS.** THE PARAGRAPH TITLES USED HEREIN ARE FOR CONVENIENCE OF THE PARTIES ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING THE PROVISIONS OF THIS AGREEMENT.
26. **COMPANY AS SUBCONTRACTOR.** YOU UNDERSTAND AND AGREE THAT (I) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OF DEALER AND NOT A PARTNER OR JOINT VENTURE WITH DEALER, AND (II) COMPANY SHALL NOT BE LIABLE TO YOU, DIRECTLY OR INDIRECTLY, FOR ANY LIABILITY OF DEALER TO YOU.
27. **RIGHT TO NOTICE AND CURE.** IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, YOU AGREE TO PROVIDE WRITTEN NOTICE TO COMPANY SPECIFICALLY IDENTIFYING THE NATURE OF THE BREACH AND THE PROVISIONS OF THIS AGREEMENT AFFECTED THEREBY, AND TO PERMIT COMPANY TO CURE THE BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OR, IF THE BREACH CANNOT BE REASONABLY CURED WITHIN SAID PERIOD, TO PROMPTLY COMMENCE TO CURE AND DILIGENTLY PROCEED UNTIL CURED. IF COMPANY CURES ANY SAID BREACH AS PROVIDED HEREIN, THIS AGREEMENT SHALL CONTINUE UNABATED AND COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM, RESULTING FROM, RELATED TO, IN CONNECTION WITH OR AS A CONSEQUENCE OF ANY SAID BREACH.
28. **DEALER AS AGENT: REVOCATION: RATIFICATION: RETROACTIVE DATE.** YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF DONE BY YOU IN YOUR OWN RIGHT CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR FROM IN CONNECTION WITH OR RELATED TO THE PERFORMANCE OF MONITORING SERVICES. THE AUTHORITY GRANTED TO DEALER UNDER THIS SECTION SHALL CONTINUE TO BE BINDING UPON YOU UNTIL REVOCATION IN WRITING, SIGNED BY YOU, SHALL HAVE BEEN ACTUALLY RECEIVED BY COMPANY; AND NO SUCH NOTICE SHALL AFFECT ANYTHING DONE BY COMPANY IN RELIANCE HEREON OR PURSUANT HERETO PRIOR TO ACTUAL RECEIPT OF SAID WRITTEN AND SIGNED NOTICE OF REVOCATION. YOU HEREBY RATIFY AND CONFIRM ALL PRIOR AND CONTEMPORANEOUS ACTS OF DEALER IN ACCORDANCE WITH THIS SECTION WHICH YOU ACKNOWLEDGE AND AGREE SHALL BE AND IS DEEMED TO BE RETROACTIVE TO THE INITIAL DATE COMPANY PERFORMED ANY SERVICES FOR YOU OR ON YOUR BEHALF AS A SUBCONTRACTOR OR DEALER.

EXHIBIT M: CENTRAL STATION MONITORING SERVICE

Subscriber Monitoring Agreement Terms & Conditions (Cont.)

29. INTERNET SERVICES. COMPANY HEREBY GRANTS TO YOU A NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO ACCESS COMPANY'S PORTAL VIA THE INTERNET TO INPUT, DELETE AND MODIFY INFORMATION THROUGH THE INTERNET, EXCEPT FOR YOU (A) FAILURE TO KEEP CONFIDENTIAL ALL INFORMATION, PASSWORDS, ETC., (B) USE OF THE LICENSE OR THE INFORMATION IN ANY MANNER THAT NEGATIVELY AFFECTS COMPANY, (C) USE OF THE LICENSE OR THE INFORMATION FOR ANY ILLEGAL PURPOSE, OR (D) VIOLATION OF ANY APPLICABLE LAW, THIS LICENSE SHALL CONTINUE AND BE COEXTENSIVE WITH THE TERM OF THIS AGREEMENT. YOU SHALL BE SOLELY AND ABSOLUTELY RESPONSIBLE FOR THE INFORMATION WHICH YOU OR DEALER INPUTS, DELETES OR MODIFIES. YOU AGREE THAT UPON TERMINATION OF THIS AGREEMENT OR TERMINATION OR SUSPENSION OF THE LICENSE BY COMPANY, COMPANY MAY IMMEDIATELY, AND WITHOUT NOTICE, DISABLE YOUR ACCESS TO COMPANY'S PORTAL AND CANCEL ALL PASSWORDS OR OTHER ACCESS CODES.
30. EXECUTION IN COUNTERPARTS AND BY FACSIMILE OR ELECTRONIC MAIL. THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ANY ONE OF WHICH NEED NOT CONTAIN THE SIGNATURE OF MORE THAN ONE PARTY, BUT ALL OF WHICH SHALL TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENTS. THE PARTIES AGREE THAT THIS AGREEMENT AND THE SIGNATURES AFFIXED HERETO MAY BE TRANSMITTED AND DELIVERED BY FACSIMILE AND ELECTRONIC MAIL (SCANNED COPY DELIVERED IN PDF VERSION) ("ELECTRONIC MAIL") AND THAT ALL SUCH SIGNATURES AND THE AGREEMENT TRANSMITTED OR DELIVERED BY FACSIMILE OR ELECTRONIC MAIL SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS THE ORIGINAL AGREEMENT AND ORIGINAL SIGNATURES.
31. STORAGE OF AGREEMENT AND INFORMATION. YOU AUTHORIZE COMPANY TO SCAN, IMAGE OR OTHERWISE CONVERT, STORE OR RETAIN THIS AGREEMENT AND ALL INFORMATION AND OTHER WRITTEN MATERIALS IN AN ELECTRONIC FORMAT OF ANY NATURE AND, IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY, TO DESTROY ALL WRITTEN DOCUMENTS OR MATERIALS WHICH HAVE BEEN SO CONVERTED. YOU AGREE THAT AN ELECTRONICALLY PRODUCED COPY OF THIS AGREEMENT AND ALL OTHER WRITTEN DOCUMENTS AND MATERIALS SO CONVERTED IS LEGALLY EQUIVALENT TO THE ORIGINAL FOR ANY AND ALL PURPOSES, INCLUDING LITIGATION
32. VIDEO SYSTEMS. IF THE SYSTEM TRANSMITS VIDEO IMAGES, YOU SHALL (I) PROVIDE AND MAINTAIN ADEQUATE POWER AND LIGHTING FOR ALL CAMERAS OR OTHER VIDEO RELATED EQUIPMENT; (II) INFORM ALL PERSONS ON THE PREMISES THAT MAY BE MONITORED BY VIDEO; (III) NOT USE OR PERMIT THE USE OF VIDEO INSTALLED WHERE ANY PERSON MAY HAVE A REASONABLE EXPECTATION OF PRIVACY; (IV) USE BROADBAND CONNECTIVITY EXCLUSIVELY TO TRANSMIT VIDEO IMAGES FROM THE SYSTEM; (V) USE THE VIDEO SYSTEM FOR SECURITY SURVEILLANCE AND MANAGEMENT SERVICES ONLY; (VI) NOT USE THE VIDEO SYSTEM FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE UNLAWFUL ACTIVITY; AND (VII) OBTAIN AND KEEP IN EFFECT ALL PERMITS OR LICENSES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE VIDEO SYSTEM. YOU UNDERSTAND AND AGREE THAT (I) A VIDEO SYSTEM ENABLES COMPANY TO RECORD, STORE AND REVIEW IMAGES OF THE INTERIOR OF THE PREMISES AND THE AREA OUTSIDE OF THE PREMISES, AND (II) VIDEO WITH AUDIO CAPABILITY ENABLES COMPANY TO RECORD, STORE AND REVIEW ORAL COMMUNICATIONS FROM IN AND OUTSIDE OF THE PREMISES. YOU HEREBY AGREE, AUTHORIZE AND CONSENT TO COMPANY RECORDING, STORING AND REVIEWING VIDEO IMAGES AND ORAL COMMUNICATIONS TRANSMITTED FROM THE VIDEO SYSTEM AT THE PREMISES.
- MONITORING SERVICE IN CONNECTION WITH THE RECEIPT OF VIDEO IMAGES AT COMPANY'S MONITORING FACILITY CONSISTS SOLELY OF OPERATOR COMMUNICATING ELECTRONICALLY OR CALLING BY TELEPHONE THE PROPER AUTHORITIES WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY (INCLUDING, WITHOUT LIMITATION, THE PRIORITY OF ALL SIGNALS AND VIDEO IMAGES RECEIVED BY THE MONITORING FACILITY) AFTER VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY; PROVIDED, THAT THE OPERATOR SHALL NOT BE REQUIRED TO VIEW THE VIDEO IMAGES MORE THAN ONE TIME AS THE VIDEO IMAGES APPEAR ON THE OPERATOR'S COMPUTER SCREEN.
- NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, COMPANY'S OBLIGATION TO PERFORM MONITORING SERVICE IN CONNECTION WITH ANY LISTED CODE RECEIVED FROM ANY INTRUSION DETECTION SYSTEM AT THE PREMISES IS CONDITIONED ON (I) RECEIPT OF VIDEO IMAGES FROM THE VIDEO SYSTEM RELATED TO THE LISTED CODE, AND (II) OPERATOR'S DETERMINATION, PURSUANT TO THIS SECTION, OF WHETHER TO COMMUNICATE ELECTRONICALLY OR CALL BY TELEPHONE FIRST RESPONDERS OR THE CALL LIST.
33. EMAIL NOTICE. IN THE EVENT YOU ELECT TO RECEIVE AUTOMATIC EMAIL NOTICE OF CERTAIN SYSTEM EVENTS, E.G., THE ARMING OR DISARMING OF THE SYSTEM, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT (I) ANY SUCH NOTICE IS CONDITIONED ON (A) RECEIPT OF THE DATA AT COMPANY'S CENTRAL STATION, (B) THE PROPER OPERATION OF COMMUNICATION EQUIPMENT, SERVICES, SYSTEMS AND NETWORKS INCLUDING, WITHOUT LIMITATION, THE INTERNET, AND (C) ANY FAILURE, MALFUNCTION OR DELAY IN PROCESSING OR TRANSMITTING THE DATA BY COMPANY'S EQUIPMENT OR SOFTWARE, AND (II) COMPANY IS HEREBY RELEASED FROM ANY LIABILITY ARISING OUT OF OR FROM, RESULTING FROM OR IN CONNECTION WITH THE FAILURE, MALFUNCTION OR DELAY OF ANY SUCH NOTICE FOR ANY REASON, INCLUDING COMPANY'S OR REPRESENTATIVE'S SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE.
34. CONSENT TO CALL SUBSCRIBER AND CALL LIST. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF EACH PERSON ON YOUR CALL LIST FROM TIME-TO-TIME, CONSENT TO COMPANY CALLING EACH SUCH PERSON'S CELL PHONE OR OTHER MOBILE DEVICE.

END OF SECTION

BES

REPAIR PROPOSAL

PROPOSAL #: 234727-1-0

QR-Monitoring Set Up

PREPARED FOR

William Gouger

East Stroudsburg Area School District

131 North School Drive

Dingmans Ferry, PA 18328

PREPARED BY:

Joseph Martino

T: (215)-641-0100 | C: (267)-678-7350

E: joseph.martino@keystonefire.com

Proposal Date: 11/28/2023

Proposal Valid To: 12/28/2023



**KEYSTONE FIRE
AND SECURITY™**

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:
East Stroudsburg Area School District
131 North School Drive
Dingmans Ferry, PA 18328

Billing:
East Stroudsburg Area School District
Attn: Accounts Payable ,
50 Vine Street
East Stroudsburg, PA 18301

Contact:
William Gouger
(570)-656-4288
william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will set up a CLSS Pathway on the Notifier NFS-640 Fire Alarm Panel
- We will help with the set up of the CLSS app
- We will need a CAT 6 line ran to the fire alarm panel
- Co-Stars # 40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price **\$1,550.00**

▶▶▶▶ System Investment

Select	Description	Cost
<input checked="" type="checkbox"/>	QR-Monitoring Set Up	\$1,550.00

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$1,550.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of **0%** of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Acceptance

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions here at <https://www.keystonefire.com/terms/>. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement. This proposal was prepared in good faith, exclusively for the individual(s) to whom it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law. The recommendations described herein are based on client consultations, site visits, engineering, and research, computer-aided designs and/or expertise earned through education, training and experience. It is considered an unethical business practice to use this information for competitive negotiations.

Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature: *William Gouger*

Title: *SFO*

Name: *William Gouger*

Date: *November 28, 2023*

PO or WO Number: _____

TERMS & CONDITIONS

The person to whom this Proposal is addressed (the "Client") may accept this Proposal by signing at the space provided below and returning it to Keystone Fire and Security along with an approved purchase order within twenty (20) days of the date of this Proposal. By doing so, the Client acknowledges that they have read and understand this Proposal and that Client is entering into a legally binding contract with Keystone Fire and Security on the terms and conditions set forth in this Proposal, including the Standard Terms and Conditions set forth in the "Terms and Conditions" section found at <https://www.keystonefire.com/terms/> which are an integral part of this contract. If the Client signs this Proposal and returns it to Keystone Fire and Security more than twenty (20) days after the date of this Proposal, Keystone Fire and Security reserves the right to reject the Client's acceptance by written notice to the Client. Each individual signing this Proposal on behalf of an entity represents that he or she is a duly authorized officer or other representative of such entity. This order will be processed upon receipt of payment in full or Mobilization amount and be invoiced as indicated in the "Payment Terms" section above. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy).

Initials: _____



BES

REPAIR PROPOSAL

PROPOSAL #: 233418-1-0

QR- Security Monitoring

PREPARED FOR

William Gouger

East Stroudsburg Area School District

131 North School Drive

Dingmans Ferry, PA 18328

PREPARED BY:

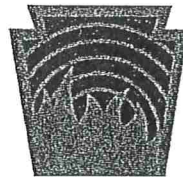
Joseph Martino

T: (215)-641-0100 | C: (267)-678-7350

E: joseph.martino@keystonefire.com

Proposal Date: 9/26/2023

Proposal Valid To: 10/26/2023



**KEYSTONE FIRE
AND SECURITY**™

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:
East Stroudsburg Area School District
131 North School Drive
Dingmans Ferry, PA 18328

Billing:
East Stroudsburg Area School District
Attn: Accounts Payable ,
50 Vine Street
East Stroudsburg, PA
18301

Contact:
William Gouger
(570)-656-4288
william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will install CLSS Pathway on the Vista-128FBP panel
- We will need a CAT 6 line ran to the Vista security panel
- We will help to set up the mobile app
- Co-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price **\$1,500.00**

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$1,500.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project.

Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Acceptance

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Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____

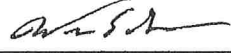
Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature:  _____

Title: **SPO** _____

Name: **William Gouger** _____

Date: **2023/11/28** _____

PO or WO Number: _____



TERMS & CONDITIONS

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Initials: _____



BES



Engineered Life Safety Specialists

4670 Schantz Road
Allentown, PA 18104
P: (610) 439-1600
F: (610) 439-1388
www.keystonefire.com

TAG! We're It. SERVICE AGREEMENT

This Fire and Security System Service Agreement is entered into by and between Pye Barker Fire & Safety, LLC, d/b/a Keystone Fire and Security (hereinafter the "Company" or "Keystone") and the Customer whose name and address are set forth below (hereinafter the "Customer").

CUSTOMER: East Stroudsburg SD, 50 Vine Street, East Stroudsburg PA 18301
ATTN: William Gouger
PHONE: (570) 424-8500
CELL: (570) 656-4288
SERVICE SITE INFO: Bushkill Elementary S, 131 N. School Drive, Dingmans Ferry PA 18324
PROPOSAL DATE: 11/28/2023
LIFE SAFETY ADVISOR: 190
PROPOSAL NO: 234726
AGREEMENT EFFECTIVE FROM: 1/1/2024 TO: 12/31/2026
COSTARS MEMBER NO: 040-E22-130

SERVICES OFFERED UNDER THIS AGREEMENT:

For specific information on the Equipment and System(s) 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.

Table with columns: System Type, Quantity, Annual Fee. Lists various fire and security systems like Audio Visuals, Intrusion Detection, etc. Includes a summary row for Annual Investment of \$572.40.

ANNUAL INVESTMENT:

\$572.40

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".

EMERGENCY SERVICE RESPONSE:

East Stroudsburg SD
234726

Emergency Service Calls:

Life Safety
MADE SIMPLE

Our initial response to you will be provided within (4) hour(s) or 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 Agreement 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, as an agreement customer, 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.

Labor Rates

Normal Business Hours - 8:00 AM to 4:30 PM Monday through Friday

		Non-Agreement	Agreement
Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$183.75	\$146.00
Sprinkler, Alarm and Sound	(Per Hour)	\$218.40	\$173.00
Video, Access Control and Networks	(Per Hour)	\$263.55	\$209.00

* 2 Hour Minimum Billing

Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday

Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$231.00	\$183.00
Sprinkler, Alarm and Sound	(Per Hour)	\$271.95	\$216.00
Video, Access Control and Networks	(Per Hour)	\$328.65	\$261.00

* 4 Hour Minimum Billing

Sunday & Holiday Hours - All day Sunday & Holidays

Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$262.50	\$208.00
Sprinkler, Alarm and Sound	(Per Hour)	\$309.75	\$246.00
Video, Access Control and Networks	(Per Hour)	\$376.95	\$299.00

* 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

***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).*

PARTS REPLACEMENT:

Standard Parts Replacement:

Unless otherwise noted elsewhere, all replacement parts deemed necessary to maintain systems in an operable state will be itemized and presented to Customer for approval and authorization to proceed. Parts will be billed as an extra at the manufacturer's suggested list price.

Parts Protection Plus™ - All-Inclusive Parts Replacement:

Under Parts Protection Plus, Company agrees to repair or replace covered components with a device of like kind and quality as the original, subject to availability and the terms of the PPP™ plan. All parts replacement work must be performed at time of system inspection or, in the case of a Customer-initiated trouble call, on the next available business day, during normal business hours (7:30 am to 4:00 pm, Monday through Friday except holidays) subject to availability of parts and materials. Parts replaced during emergency out-of-hours service calls are covered under this plan, however, emergency out-of-hours labor to replace covered parts will be charged in accordance with the contracted labor rate(s) and hourly minimum(s) in effect at that time. Parts needing replacement due to obsolescence, misuse, abuse, theft, and/or Acts of God, are not covered under this program. Third party labor charges are not covered as a part of this program. These charges will be itemized and billed to the Customer by Company. Third-party labor charges include, but are not limited to, electricians, HVAC contractors, elevator repairmen, and technician charges associated with the repair or programming of proprietary systems not supplied and installed by Company.

IMPORTANT - PLEASE READ:

IMPORTANT INFORMATION REGARDING THE INSPECTION OF YOUR SYSTEM(S) AND EQUIPMENT


1. Customer must provide Company unfettered and timely access to all equipment to be tested. Call backs and return visit(s) to test equipment missed and/or not tested as a result of Inaccessibility will result in an additional charge for labor at our contracted labor rate(s), as noted in this Agreement.
2. Determination of our inspection fee is predicated upon, among other considerations, the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated at the time of our inspection, Company reserves the right to adjust the inspection price accordingly.
3. Customer is responsible for providing all specialty equipment at time of inspection, including but not limited to scissors lifts, scaffolding, high-reach equipment, etc. If any specialty equipment is to be provided by Company, additional charges will be added to the cost of the inspection.
4. Company cannot inspect a system in an "off normal" condition. All existing trouble conditions, including but not limited to ground faults, open circuits, and short circuits, must be repaired and restored prior to commencement of inspection. All repairs will be done on a time and materials basis and will be in addition to the cost of the inspection.
5. Unless otherwise specified and if the equipment is so equipped, all audible alarm devices will be tested at the time of the inspection during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing of audible devices, if required, will be performed under a special written agreement with the Customer, which will outline additional charges for premium time.
6. Many fire and security systems are connected to a central station monitoring company. Customer is responsible for notifying building occupants of testing and 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 or penalties for unwanted or excessive alarm activations will be the sole responsibility of the Customer. Should Company be assessed penalties for work performed at a Customer's facility, these charges will be itemized and added to the Customer's invoice.
7. Unless otherwise specified, all fire, sound and security systems will be tested during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing, if required, will be performed under a special written agreement with the customer, which will outline additional charges for premium time.
8. Company is a participating member of COSTARS™. COSTARS is the Commonwealth of Pennsylvania's Cooperative Purchasing Program which serves as a conduit through which registered and eligible local public procurement units (LPPUs) and state-affiliated entities (together "Members") are able to leverage contracts established by the PA Department of General Services to cost-effectively and efficiently identify suppliers with whom to do business.
9. Customer is responsible for resetting/restoring ancillary functions after system testing, including but not limited to, recalled elevator cars, roll-up fire doors, door hold-open devices, dampers, air handlers, pressurization fans, etc.
10. Parts needing replacement due to obsolescence, misuse, abuse, theft, and/or Acts of God, are not covered under warranty or the Parts Protection Plus all-inclusive parts program, and will be itemized and billed to the Customer at OEM suggested list price less any contracted discount, if applicable.

END OF SECTION

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By your signature below and on the subsequent page(s) requiring a signature, you are hereby authorizing Company to perform the work as specified. There is no agreement until a representative of the Company returns a dated, countersigned copy of this agreement to the Customer. Payment by Customer will be made as outlined above:

CUSTOMER



 Signature
 William Gouger

 Printed Name
 SPO

 Title
 William - Gouger @esasd.net

 Email Address
 2023/10/28

 Date

KEYSTONE FIRE AND SECURITY

 Signature

 Printed Name

 Title

 Date

ESE

REPAIR PROPOSAL

PROPOSAL #: 233420-1-0

QR_ Security Monitoring

PREPARED FOR

William Gouger

East Stroudsburg Area School District

93 Independence Road

East Stroudsburg, PA 18301

PREPARED BY:

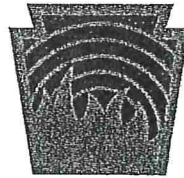
Joseph Martino

T: (215)-641-0100 | C: (267)-678-7350

E: joseph.martino@keystonefire.com

Proposal Date: 9/26/2023

Proposal Valid To: 10/26/2023



**KEYSTONE FIRE
AND SECURITY™**

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:

East Stroudsburg Area School District
93 Independence Road
East Stroudsburg, PA 18301

Billing:

East Stroudsburg Area School District
Attn: Accounts Payable ,
50 Vine Street
East Stroudsburg, PA 18301

Contact:

William Gouger
(570)-656-4288
william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will install CLSS Pathway on the Vista-128FBPT panel
- We will install antenna due to bad cell service
- We will need a CAT 6 line run to the Vista panel
- We will help set up the mobile app
- Co-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price \$3,050.00

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$3,050.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶▶ Project Acceptance

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Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____

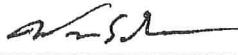
Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature:  _____

Title: **SPO** _____

Name: **William Gouger** _____

Date: **2023/11/28** _____

PO or WO Number: _____



TERMS & CONDITIONS

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Initials: _____



JmH

REPAIR PROPOSAL

PROPOSAL #: 233429-1-0

QR- Security Monitoring

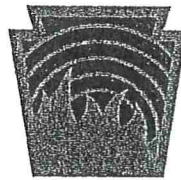
PREPARED FOR
William Gouger

East Stroudsburg Area School District
151 East Broad Street
East Stroudsburg, PA 18301

PREPARED BY:
Joseph Martino
T: (215)-641-0100 | C: (267)-678-7350
E: joseph.martino@keystonefire.com

Proposal Date: 9/26/2023

Proposal Valid To: 10/26/2023



**KEYSTONE FIRE
AND SECURITY**™

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:
East Stroudsburg Area School District
151 East Broad Street
East Stroudsburg, PA 18301

Billing:
East Stroudsburg Area School District
Attn: Accounts Payable ,
50 Vine Street
East Stroudsburg, PA 18301

Contact:
William Gouger
(570)-656-4288
william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will install a CLSS Pathway on the Vista panel
- We will install a cellular antenna to get better cellular coverage
- We will help with the install of the CLSS app
- We will need a CAT 6 line ran to the panel
- Co-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price \$3,050.00

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$3,050.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:



Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Acceptance

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Accepted By: KEYSTONE FIRE AND SECURITY

Name: Joseph Martino

Signature: _____

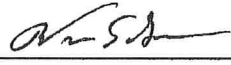
Title: _____

Name: _____

Date: _____

Accepted By: East Stroudsburg Area School District

Name: William Gouger

Signature:  _____

Title: SPO _____

Name: William Gouger _____

Date: 2023/11/28 _____

PO or WO Number: _____





TERMS & CONDITIONS

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Initials: _____



mSE

REPAIR PROPOSAL

PROPOSAL #: 233626-1-0

QR- Security Monitoring

PREPARED FOR

William Gouger

East Stroudsburg Area School District

5180 Milford Road

East Stroudsburg, PA 18301

PREPARED BY:

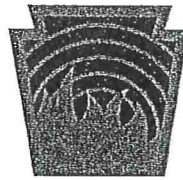
Joseph Martino

T: (215)-641-0100 | C: (267)-678-7350

E: joseph.martino@keystonefire.com

Proposal Date: 10/4/2023

Proposal Valid To: 11/3/2023



**KEYSTONE FIRE
AND SECURITY™**

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:

East Stroudsburg Area School District
5180 Milford Road
East Stroudsburg, PA 18301

Billing:

East Stroudsburg Area School District
Attn: Accounts Payable ,
50 Vine Street
East Stroudsburg, PA 18301

Contact:

William Gouger
(570)-656-4288
william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will install a CLSS cellular communicator on the Vista 128BP
- We will help set up the CLSS app
- We will install antenna for better cellular coverage
- We will need a CAT 6 line for the CLSS communicator
- CO-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price \$3,050.00

▶▶▶▶ System Investment

Select	Description	Cost
<input checked="" type="checkbox"/>	QR- Security Monitoring	\$3,050.00

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PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$3,050.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Acceptance

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Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____


Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature:  _____

Title: **SPO**

Name: **William Gouger**

Date: **2023/11/28**

PO or WO Number: _____

TERMS & CONDITIONS

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Intials: _____



SM1

REPAIR PROPOSAL

PROPOSAL #: 233744-1-0

QR- Security Monitoring

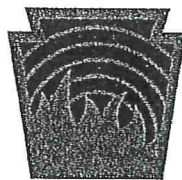
PREPARED FOR
William Gouger

East Stroudsburg Area School District
245 River Road
East Stroudsburg, PA 18301

PREPARED BY:
Joseph Martino
T: (215)-641-0100 | C: (267)-678-7350
E: joseph.martino@keystonefire.com

Proposal Date: 10/10/2023

Proposal Valid To: 11/9/2023



**KEYSTONE FIRE
AND SECURITY™**

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:
East Stroudsburg Area School District
245 River Road
East Stroudsburg, PA 18301

Billing:
East Stroudsburg Area School District
Attn: Accounts Payable ,
50 Vine Street
East Stroudsburg, PA 18301

Contact:
William Gouger
(570)-656-4288
william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will install CLSS Pathway on the Vista 128BPT panel
- We will need a CAT 6 line ran to the Vista Security panel
- We will help with the set of the mobile app
- Co-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price \$1,500.00

▶▶▶▶ System Investment

Select	Description	Cost
<input checked="" type="checkbox"/>	QR- Security Monitoring	\$1,500.00

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$1,500.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Acceptance

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions here at <https://www.keystonefire.com/terms/>. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement. This proposal was prepared in good faith, exclusively for the individual(s) to whom it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law. The recommendations described herein are based on client consultations, site visits, engineering, and research, computer-aided designs and/or expertise earned through education, training and experience. It is considered an unethical business practice to use this information for competitive negotiations.

Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature: *William Gouger*

Title: SPO

Name: William Gouger

Date: 2023/11/28

PO or WO Number: _____

TERMS & CONDITIONS

The person to whom this Proposal is addressed (the "Client") may accept this Proposal by signing at the space provided below and returning it to Keystone Fire and Security along with an approved purchase order within twenty (20) days of the date of this Proposal. By doing so, the Client acknowledges that they have read and understand this Proposal and that Client is entering into a legally binding contract with Keystone Fire and Security on the terms and conditions set forth in this Proposal, including the Standard Terms and Conditions set forth in the "Terms and Conditions" section found at <https://www.keystonefire.com/terms/> which are an integral part of this contract. If the Client signs this Proposal and returns it to Keystone Fire and Security more than twenty (20) days after the date of this Proposal, Keystone Fire and Security reserves the right to reject the Client's acceptance by written notice to the Client. Each individual signing this Proposal on behalf of an entity represents that he or she is a duly authorized officer or other representative of such entity.

This order will be processed upon receipt of payment in full or Mobilization amount and be invoiced as indicated in the "Payment Terms" section above. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy).

Intials: *JM*

kes

REPAIR PROPOSAL

PROPOSAL #: 234726-1-0

QR-Monitoring Set Up

PREPARED FOR

William Gouger

East Stroudsburg Area School District

1 Gravel Ridge Road

East Stroudsburg, PA 18302

PREPARED BY:

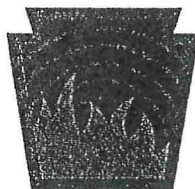
Joseph Martino

T: (215)-641-0100 | C: (267)-678-7350

E: joseph.martino@keystonefire.com

Proposal Date: 11/28/2023

Proposal Valid To: 12/28/2023



**KEYSTONE FIRE
AND SECURITY**™

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:
Resica Elementary School
1 Gravel Ridge Road
East Stroudsburg, PA 18302

Billing:
East Stroudsburg Area
School District
Attn: Accounts Payable ,
50 Vine Street
East Stroudsburg, PA
18301

Contact:
William Gouger
(570)-656-4288
william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will install a CLSS Pathway on the Notifier NFS2-3030 fire alarm panel
- We will need to install an outside antenna for better cellular coverage
- We will help with the set up of the CLSS app
- We will need a CAT 6 line run to the fire alarm panel
- Co-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price \$3,700.00

▶▶▶▶ System Investment

Select	Description	Cost
<input checked="" type="checkbox"/>	QR-Monitoring Set Up	\$3,700.00

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$3,700.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of **0%** of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Acceptance

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Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature: *William Gouger*

Title: *SPO*

Name: *William Gouger*

Date: *November 28, 2023*

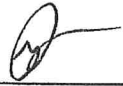
PO or WO Number: _____

TERMS & CONDITIONS

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This order will be processed upon receipt of payment in full or Mobilization amount and be invoiced as indicated in the "Payment Terms" section above. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy).

Intials: _____



RES

REPAIR PROPOSAL

PROPOSAL #: 233832-1-0

QR- Security Monitoring

PREPARED FOR

William Gouger

East Stroudsburg Area School District

1 Gravel Road

East Stroudsburg, PA 18302

PREPARED BY:

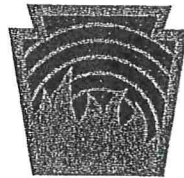
Joseph Martino

T: (215)-641-0100 | C: (267)-678-7350

E: joseph.martino@keystonefire.com

Proposal Date: 10/16/2023

Proposal Valid To: 11/15/2023



**KEYSTONE FIRE
AND SECURITY™**

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:
 East Stroudsburg Area School District
 1 Gravel Road
 East Stroudsburg, PA 18302

Billing:
 East Stroudsburg Area School District
 Attn: Accounts Payable ,
 50 Vine Street
 East Stroudsburg, PA 18301

Contact:
 William Gouger
 (570)-656-4288
 william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will install a CLSS Pathway on the Vista 50-P panel
- We will install a cellular antenna for better coverage
- We will need a CAT 6 line installed at the panel
- We will help with the set up of the CLSS app
- Co-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price \$3,250.00

▶▶▶▶ System Investment

Select	Description	Cost
<input checked="" type="checkbox"/>	QR- Security Monitoring	\$3,250.00

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$3,250.00**

The price above includes: equipment, and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Acceptance

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Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature:  _____

Title: **SPO**

Name: **William Gouger**

Date: **2023/11/28**

PO or WO Number: _____



RES



4670 Schantz Road
Allentown, PA 18104
P: (610) 439-1600
F: (610) 439-1388
www.keystonefire.com

TAG! We're It. SERVICE AGREEMENT

This Fire and Security System Service Agreement is entered into by and between Pye Barker Fire & Safety, LLC, d/b/a Keystone Fire and Security (hereinafter the "Company" or "Keystone") and the Customer whose name and address are set forth below (hereinafter the "Customer"). The Fire and Security 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: 11/28/2023
East Stroudsburg SD	Resica Elementary Sch	LIFE SAFETY ADVISOR: 190
50 Vine Street	1 Gravel Road	PROPOSAL NO: 234727
East Stroudsburg	East Stroudsburg	AGREEMENT EFFECTIVE
PA 18301	PA 18302	FROM: 1/1/2024
ATTN: William Gouger	<input type="checkbox"/>	TO: 12/31/2026
PHONE: (570) 424-8500		COSTARS MEMBER NO: 040-E22-130
CELL: (570) 656-4288		

SERVICES OFFERED UNDER THIS AGREEMENT:

For specific information on the Equipment and System(s) 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 "P" below for information on testing intervals, scope of inspection work, and value-added optional services.

System Type	Quantity	Annual Fee	
Audio Visuals & Sound System(s)			
Intrusion Detection System(s)			
Access Control System(s)			
Automatic Fire Damper(s)			
Hand Portable Fire Extinguisher(s)			
E-Lighting, Exit Signs and Hose(s)			
Building Fire Alarm System(s)			
Gaseous Clean Agent System(s)			
Intercom, Paging & Clock System(s)			
Kitchen Suppression System(s)			
Industrial Dry Chemical & Vehicle System(s)			
Central Station Monitoring Service	(1) ✓	\$540.00	(See Exhibit M - Subscriber Monitoring Agmt)
Nurse Call System(s)			
Pre-Action/Deluge/Foam System(s)			
Building Sprinkler Sub-System(s)			
Video Surveillance System(s)			
Annual Investment		\$540.00	
Dispatch Fee		\$0.00	
Plus Applicable Tax		\$0.00	

(Tax Exempt - NOTE: Customer must provide Company with valid exemption certificate to avoid being charged tax.)

ANNUAL INVESTMENT:

\$540.00

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. All municipal certification, compliance and/or water authority fees will result in charges over and above stated inspection price.

EMERGENCY SERVICE RESPONSE:

East Stroudsburg SD
234727

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 Agreement 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, as an agreement customer, 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.

Labor Rates

Normal Business Hours - 9:00 AM to 4:30 PM Monday through Friday		Non-Agreement	Agreement
Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$183.75	\$146.00
Sprinkler, Alarm and Sound	(Per Hour)	\$218.40	\$173.00
Video, Access Control and Networks	(Per Hour)	\$263.55	\$209.00
* 2 Hour Minimum Billing			

Overtime Hours - After 4:30 PM Monday through Friday & all day Saturday			
Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$231.00	\$183.00
Sprinkler, Alarm and Sound	(Per Hour)	\$271.95	\$216.00
Video, Access Control and Networks	(Per Hour)	\$328.65	\$261.00
* 4 Hour Minimum Billing			

Sunday & Holiday Hours - All day Sunday & Holidays			
Extinguisher, Restaurant, and Shop Labor	(Per Hour)	\$262.50	\$208.00
Sprinkler, Alarm and Sound	(Per Hour)	\$309.75	\$246.00
Video, Access Control and Networks	(Per Hour)	\$376.95	\$299.00
* 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

***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).*

PARTS REPLACEMENT:

Standard Parts Replacement:

Unless otherwise noted elsewhere, all replacement parts deemed necessary to maintain systems in an operable state will be itemized and presented to Customer for approval and authorization to proceed. Parts will be billed as an extra at the manufacturer's suggested list price.

Parts Protection Plus™ - All-Inclusive Parts Replacement:

Under Parts Protection Plus, Company agrees to repair or replace covered components with a device of like kind and quality as the original, subject to availability and the terms of the PPP™ plan. All parts replacement work must be performed at time of system inspection or, in the case of a Customer-initiated trouble call, on the next available business day, during normal business hours (7:30 am to 4:00 pm, Monday through Friday except holidays) subject to availability of parts and materials. Parts replaced during emergency out-of-hours service calls are covered under this plan, however, emergency out-of-hours labor to replace covered parts will be charged in accordance with the contracted labor rate(s) and hourly minimum(s) in effect at that time. Parts needing replacement due to obsolescence, misuse, abuse, theft, and/or Acts of God, are not covered under this program. Third party labor charges are not covered as a part of this program. These charges will be itemized and billed to the Customer by Company. Third-party labor charges include, but are not limited to, electricians, HVAC contractors, elevator repairmen, and technician charges associated with the repair or programming of proprietary systems not supplied and installed by Company.

IMPORTANT - PLEASE READ:

IMPORTANT INFORMATION REGARDING THE INSPECTION OF YOUR SYSTEM(S) AND EQUIPMENT

1. Customer must provide Company unfettered and timely access to all equipment to be tested. Call backs and return visit(s) to test equipment missed and/or not tested as a result of inaccessibility will result in an additional charge for labor at our contracted labor rate(s), as noted in this Agreement.
2. Determination of our inspection fee is predicated upon, among other considerations, the quantity, type, and frequency of equipment to be inspected. Should it be determined that there is more [or less] equipment than originally stated at the time of our inspection, Company reserves the right to adjust the inspection price accordingly.
3. Customer is responsible for providing all specialty equipment at time of inspection, including but not limited to scissor lifts, scaffolding, high-reach equipment, etc. If any specialty equipment is to be provided by Company, additional charges will be added to the cost of the inspection.
4. Company cannot inspect a system in an "off normal" condition. All existing trouble conditions, including but not limited to ground faults, open circuits, and short circuits, must be repaired and restored prior to commencement of inspection. All repairs will be done on a time and materials basis and will be in addition to the cost of the inspection.
5. Unless otherwise specified and if the equipment is so equipped, all audible alarm devices will be tested at the time of the inspection during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing of audible devices, if required, will be performed under a special written agreement with the Customer, which will outline additional charges for premium time.
6. Many fire and security systems are connected to a central station monitoring company. Customer is responsible for notifying building occupants of testing and 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 or penalties for unwanted or excessive alarm activations will be the sole responsibility of the Customer. Should Company be assessed penalties for work performed at a Customer's facility, these charges will be itemized and added to the Customer's invoice.
7. Unless otherwise specified, all fire, sound and security systems will be tested during normal business hours (8:00 am to 4:30 pm, Monday through Friday except holidays). Off-hour testing, if required, will be performed under a special written agreement with the customer, which will outline additional charges for premium time.
8. Company is a participating member of COSTARS™. COSTARS is the Commonwealth of Pennsylvania's Cooperative Purchasing Program which serves as a conduit through which registered and eligible local public procurement units (LPPUs) and state-affiliated entities (together "Members") are able to leverage contracts established by the PA Department of General Services to cost-effectively and efficiently identify suppliers with whom to do business.
9. Customer is responsible for resetting/restoring ancillary functions after system testing, including but not limited to, recalled elevator cars, roll-up fire doors, door hold-open devices, dampers, air handlers, pressurization fans, etc.
10. Parts needing replacement due to obsolescence, misuse, abuse, theft, and/or Acts of God, are not covered under warranty or the Parts Protection Plus all-inclusive parts program, and will be itemized and billed to the Customer at OEM suggested list price less any contracted discount, if applicable.

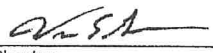
END OF SECTION

ACCEPTANCE OF AGREEMENT:

This Agreement has been read, understood and hereby accepted. By your signature below and on the subsequent page(s) requiring a signature, you are hereby authorizing Company to perform the work as specified. There is no agreement until a representative of the Company returns a dated, countersigned copy of this agreement to the Customer. Payment by Customer will be made as outlined above:

CUSTOMER

KEYSTONE FIRE AND SECURITY



 Signature
 William Gouger

 Printed Name
 SPB

 Title

 Date 2023/11/28

 Date

 Email Address

 Signature

 Printed Name

 Title

 Date

JTL

REPAIR PROPOSAL

PROPOSAL #: 233625-1-0

QR- Security Monitoring

PREPARED FOR

William Gouger

East Stroudsburg Area School District

2000 Milford Road

East Stroudsburg, PA 18301

PREPARED BY:

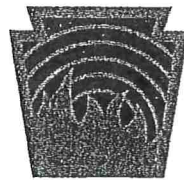
Joseph Martino

T: (215)-641-0100 | C: (267)-678-7350

E: joseph.martino@keystonefire.com

Proposal Date: 10/4/2023

Proposal Valid To: 11/3/2023



**KEYSTONE FIRE
AND SECURITY**™

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:
East Stroudsburg Area School District
2000 Milford Road
East Stroudsburg, PA 18301

Billing:
East Stroudsburg Area School District
Attn: Accounts Payable ,
50 Vine Street
East Stroudsburg, PA 18301

Contact:
William Gouger
(570)-656-4288
william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will re-use the starlink communicator that is currently at the school and install it on the security panel.
- We will run an outside antenna to get a better verizon cellular signal.
- CO-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price **\$3,000.00**

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$3,000.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Acceptance

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Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature: *William Gouger*

Title: SP0

Name: William Gouger

Date: 2023/11/28

PO or WO Number: _____



TERMS & CONDITIONS

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Initials:

HS-N

REPAIR PROPOSAL

PROPOSAL #: 233168-2-0

QR- Security Monitoring

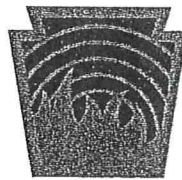
PREPARED FOR
William Gouger

East Stroudsburg Area School District
279 Timberwolf Drive
Dingmans Ferry, PA 18328

PREPARED BY:
Joseph Martino
T: (215)-641-0100 | C: (267)-678-7350
E: joseph.martino@keystonefire.com

Proposal Date: 10/30/2023

Proposal Valid To: 11/29/2023



**KEYSTONE FIRE
AND SECURITY™**

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:
 East Stroudsburg Area School District
 279 Timberwolf Drive
 Dingmans Ferry, PA 18328

Billing:
 East Stroudsburg Area School District
 Attn: Accounts Payable ,
 50 Vine Street
 East Stroudsburg, PA 18301

Contact:
 William Gouger
 (570)-656-4288
 william-gouger@esasd.net

▶▶▶▶ Scope of Work

- We will set up CLSS cellular monitoring on (3) Vista security panels
- We will help with the set up of CLSS app
- Co-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price \$4,800.00

▶▶▶▶ System Investment

Select	Description	Cost
<input checked="" type="checkbox"/>	QR- Security Monitoring	\$4,800.00

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$4,800.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶▶ Project Acceptance

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions here at <https://www.keystonefire.com/terms/>. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement. This proposal was prepared in good faith, exclusively for the individual(s) to whom it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law. The recommendations described herein are based on client consultations, site visits, engineering, and research, computer-aided designs and/or expertise earned through education, training and experience. It is considered an unethical business practice to use this information for competitive negotiations.

Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature: *William Gouger*

Title: SPO

Name: William Gouger

Date: 2023/11/

PO or WO Number: _____



TERMS & CONDITIONS

The person to whom this Proposal is addressed (the "Client") may accept this Proposal by signing at the space provided below and returning it to Keystone Fire and Security along with an approved purchase order within twenty (20) days of the date of this Proposal. By doing so, the Client acknowledges that they have read and understand this Proposal and that Client is entering into a legally binding contract with Keystone Fire and Security on the terms and conditions set forth in this Proposal, including the Standard Terms and Conditions set forth in the "Terms and Conditions" section found at <https://www.keystonefire.com/terms/> which are an integral part of this contract. If the Client signs this Proposal and returns it to Keystone Fire and Security more than twenty (20) days after the date of this Proposal, Keystone Fire and Security reserves the right to reject the Client's acceptance by written notice to the Client. Each individual signing this Proposal on behalf of an entity represents that he or she is a duly authorized officer or other representative of such entity. This order will be processed upon receipt of payment in full or Mobilization amount and be invoiced as indicated in the "Payment Terms" section above. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy).

Initials: 



HS-S

INSTALLATION PROPOSAL

PROPOSAL #: 233733-1-0

INSTALL- Security

PREPARED FOR

William Gouger

East Stroudsburg Area School District

279 North Courtland Street
East Stroudsburg, PA 18301

PREPARED BY:

Joseph Martino

T: (215)-641-0100 | C: (267)-678-7350

E: joseph.martino@keystonefire.com

Proposal Date: 10/30/2023

Proposal Valid To: 11/29/2023



**KEYSTONE FIRE
AND SECURITY™**

A PYE • BARKER COMPANY

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Client Information

Name: East Stroudsburg Area School District

Site:
 East Stroudsburg High School
 South
 279 North Courtland Street
 East Stroudsburg, PA 18301

Billing:
 East Stroudsburg Area
 School District
 Attn: Accounts Payable ,
 50 Vine Street
 East Stroudsburg, PA
 18301

Contact:
 William Gouger
 (570)-656-4288
 william-gouger@esasd.net

▶▶▶▶ Scope of Work

We appreciate this opportunity to furnish and install a new Honeywell Vista Intrusion Panel at the ESASD High School South to replace the existing defective system.

1. Keystone Fire and Security will furnish, configure and install (1) Honeywell Vista 128BPT panel, to replace the existing panel.
2. Customer to provide (1) 120 VAC outlet for intrusion panel. The existing outlet will be used if possible.
3. Existing intrusion devices and cabling to be in good working order. If issues are found during the project, a change order will be required to resolve.
4. We will added a CLSS Gateway to the new security panel
5. We will install antenna for better cellular coverage
6. We will help with the set up of the CLSS app
7. Co-Stars #40-E22-130

▶▶▶▶ Project Investment

Estimate

Total Purchase Price **\$6,090.00**

▶▶▶▶ System Investment

Select	Description	Cost
<input checked="" type="checkbox"/>	INSTALL- Security	\$6,090.00

Prices quoted are exclusive of sales taxes and are subject to tax adjustments in accordance with applicable laws and regulations. Any applicable Sales Tax will be added to the total amount and reflected on the final invoice. Use Tax on the on the material will always be paid by the contractor. 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 Contractor, these direct costs will be itemized and added to the proposal price contained herein.



PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Investment Summary

System Investment

Keystone Fire and Security will provide the proposed system as described in this proposal for the sum of: **\$6,090.00**

The price above includes: supplies & material, equipment and labor as described within this proposal.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Keystone Fire and Security with payment in full due upon system deployment completion.

PROJECT DESCRIPTION & INVESTMENT

▶▶▶▶ Project Acceptance

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Accepted By: **KEYSTONE FIRE AND SECURITY**

Name: **Joseph Martino**

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted By: **East Stroudsburg Area School District**

Name: **William Gouger**

Signature: *William Gouger*

Title: SPO

Name: William Gouger

Date: 2023/11/28

PO or WO Number: _____

TERMS & CONDITIONS

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Intials: _____



VI. ITEMS FOR APPROVAL

- d. Approve PLANCON J for East Stroudsburg South High School.

**PART J: PROJECT ACCOUNTING BASED ON FINAL COSTS
BOARD TRANSMITTAL**

DISTRICT/CTC: East Stroudsburg Area School District COUNTY: Monroe
 PRJT BLDG NAME: East Stroudsburg High School PROJECT #: 2859

<u>ALL PRJTS</u>	<u>PAGE #</u>	
<u>X</u>	J02-J03	Project Accounting Based on Final Costs
<u>X</u>	Add't Costs	Additional Project Costs
<u>X</u>	J04	Financial Report
<u>X</u>	J05	Certificate of Architect
<u>X</u>	J06	Financial Information Certification
<u>X</u>		Independent Auditor's Report
		Final Just Compensation Award or Settlement Sheet (for properties acquired through condemnation)
		U.S. Green Building Council's Leadership in Energy and Environmental Design Green Building Rating System (LEED-NC™) Silver, Gold or Platinum certification (if applicable)
		Green Building Initiative's two, three or four Green Globes™ certification (if applicable)

*** TO BE COMPLETED ONLY IF DIRECTED BY PDE ***

 J07-J12 Final Project Costs - Detail

The individual or firm independently contracted by the district/CTC to prepare this information to be contacted if there are any questions about Part J:

John Casey 8148803910
Independent Preparer's Name and Position Phone Number Fax Number
 The independent preparer's e-mail address is: Jvcirish@comcast.net

CERTIFICATION BY SCHOOL DISTRICT/CTC

The district/CTC administrator to be contacted about Part J:
PETER T. BARD (570) 424-8500
District/CTC Administrator's Name and Position Phone Number Fax Number
 The district/CTC administrator's e-mail address is: PETER-BARD@CSASD.NET

This certifies that the attached materials were approved for submission to the Pennsylvania Department of Education by board action.

BOARD ACTION DATE: _____

VOTING: AYE _____ NAY _____ ABSTENTIONS _____ ABSENT _____

Signature, Board Secretary Board Secretary's Name, Printed or Typed

District/CTC Address Date

PROJECT ACCOUNTING BASED ON FINAL COSTS (1 of 2)
FOR THE PERIOD /01/2001 TO 6/30/2012

District/CTC: East Stroudsburg Area School District	East Stroudsburg High School	Project #: 2859
--	------------------------------	--------------------

PROJECT COSTS	NEW	EXISTING	TOTAL
A. STRUCTURE COSTS (include site development)			
1. General (Report costs for sanitary sewage disposal on Line E-1.)	\$30,620,781	\$21,632,734	\$52,253,515
2. Heating and Ventilating	\$6,325,598	\$4,344,072	\$10,669,670
3. Plumbing (Report costs for sanitary sewage disposal on Line E-1.)	\$2,062,612	\$2,108,982	\$4,171,594
4. Electrical	\$7,618,522	\$6,598,421	\$14,216,943
5. Asbestos Abatement (J10, line B-3)	X X X X X X		
6. Building Purchase Amount	X X X X X X		
7. Other * (Exclude Test Borings and Site Survey) (Use PlanCon-J-Add't Costs page if necessary.)			
a. _____			
b. _____			
c. _____			
d. _____			
e. PlanCon-J-Add't Costs, Total			
A-1 to A-7 - Subtotal	\$46,627,513	\$34,684,209	\$81,311,722
8. Construction Insurance			
a. Owner Controlled Insurance Program on Structure Costs (Exclude asbestos abatement, building purchase and other structure costs not covered by the program)	\$157,846	\$117,197	\$275,043
b. Builder's Risk Insurance (if not included in primes)			
c. Construction Insurance - Total	\$157,846	\$117,197	\$275,043
9. 'TOTAL-Structure Costs (A-1 to A-7-Subtotal plus A-8-c)	46,785,359	34,801,406	81,586,765
B. ARCHITECT'S FEE			
1. Architect's/Engineer's Fee on Structure	\$4,155,167	\$3,600,116	\$7,755,283
2. EPA-Certified Project Designer's Fee on Asbestos Abatement	X X X X X X X X X X X X		
3. TOTAL - Architect's Fee	\$4,155,167	\$3,600,116	\$7,755,283
C. MOVABLE FIXTURES AND EQUIPMENT			
1. Movable Fixtures and Equipment	\$842,765	\$2,316,567	\$3,159,332
2. Architect's Fee			
3. TOTAL - Movable Fixtures & Equipment	\$842,765	\$2,316,567	\$3,159,332
D. STRUCTURE COSTS, ARCHITECT'S FEE, MOVABLE FIXTURES AND EQUIPMENT - TOTAL (A-9 plus B-3 and C-3)	\$51,783,291	\$40,718,089	\$92,501,380
E. SITE COSTS			
1. Sanitary Sewage Disposal General Contractor			
2. Sanitary Sewage Disposal Tap-In Fee and/or Capacity Charges General Contractor			
3. Owner Controlled Insurance Program/Builder's Risk Insurance on Sanitary Sewage Disposal			
4. Architect/Engineer's Fee for Sanitary Sewage Disposal			
5. Site Acquisition Costs		X X X X X X	
a. Gross Amount Due from Settlement Statement or Just Compensation		X X X X X X X X X X X X	
b. Real Estate Appraisal Fees		X X X X X X	
c. Other Related Site Acquisition Costs	\$294,250	X X X X X X	\$294,250
d. Site Acquisition Costs - Total	\$294,250	X X X X X X	\$294,250
6. TOTAL - Site Costs	\$294,250		\$294,250
F. STRUCTURE COSTS, ARCHITECT'S FEE, MOVABLE FIXTURES & EQUIPMENT, AND SITE COSTS - TOTAL (D plus E-6)	\$52,077,541	\$40,718,089	\$92,795,630

* - Type "No Fee" beside each item for which no design fee is charged.

PROJECT ACCOUNTING BASED ON FINAL COSTS (2 of 2)

FOR THE PERIOD _____ TO 6/30/2012

District/CTC:
East Stroudsburg Area School District

Project Name:
East Stroudsburg High School

Project #:
2859

ROUND FIGURES TO NEAREST DOLLAR

PROJECT COSTS (CONT.)				TOTAL
G. ADDITIONAL CONSTRUCTION-RELATED COSTS				
1. Project Supervision (inc. Asbestos Abatement Project Supervision)				
2. Construction Manager Fee and Related Costs				
3. Total Demolition of Entire Existing Structures & Related Asbestos Removal to Prepare Project Site for Construction of New Building and Related AHERA Clearance Air Monitoring and EPA-Certified Project Designer's Fee on Asbestos Abatement (Exclude costs for partial demolition.)				
4. Architectural Printing				
5. Test Borings				
6. Site Surveys				
7. Other (Attach PlanCon-J-Add't Costs page if needed.)				
a. _____				
b. _____				
c. Plan-J-Add't Costs, Total				
8. TOTAL - Additional Construction-Related Costs				
H. FINANCING COSTS	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	X X X X X X
<i>FOR THIS PROJECT ONLY</i>	<i>SERIES OF 2001</i>	<i>SERIES OF 2003</i>	<i>SERIES OF 2003A</i>	<i>X X X X X X</i>
<i>(EXCLUDE ACCRUED INTEREST)</i>				
1. Underwriter Fees	\$19,176	\$9,305	\$57,376	\$85,857
2. Legal Fees	\$14,165	\$6,611	\$27,161	\$47,937
3. Financial Advisor	\$6,738	\$2,517	\$12,311	\$21,566
4. Bond Insurance	\$6,960	\$2,178	\$24,385	\$33,523
5. Paying Agent/Trustee Fees and Expenses	\$710	\$65	\$323	\$1,098
6. Capitalized Interest	\$208,263			\$208,263
7. Printing	\$2,040	\$1,117	\$4,498	\$7,655
8. CUSIP & Rating Fees	\$2,033	\$1,248	\$4,333	\$7,614
9. Other			290	
a. <u>Internet Auction Admin.784</u>	\$784	\$290	\$1,434	\$2,508
b. <u>Computer</u>	\$1,961			See J03(3)
10. TOTAL-Financing Costs	262830	\$22,842	\$131,821	See J03(3)
I. TOTAL PROJECT COSTS (F plus G-8 plus H-10)				See J03(3)
REVENUE SOURCES	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	TOTAL
<i>(EXCLUDE ACCRUED INTEREST)</i>	<i>SERIES OF 2001</i>	<i>SERIES OF 2003</i>	<i>SERIES OF 2003A</i>	
J. AMOUNT FINANCED	\$5,939,771	\$6,077,884	\$8,845,784	See J03(3)
<i>FOR THIS PROJECT ONLY</i>				
K. ORIGINAL ISSUE DISCOUNT/ PREMIUM FOR THIS PROJECT ONLY	(\$59,243)	(\$51,695)	(\$59,626)	See J03(3)
L. INTEREST EARNINGS	\$55,626	\$492,363	\$335,969	See J03(3)
<i>FOR THIS PROJECT ONLY</i>				
M. BUILDING INSURANCE RECEIVED				
N. PROCEEDS FROM SALE OF BUILDING OR LAND				
O. LOCAL FUNDS - CASH (SEE INSTRUCTIONS)				
P. OTHER FUNDS (PROVIDE DESCRIPTION ON SEPARATE SHEET)				
Q. TOTAL REVENUE SOURCES				REVENUES DO NOT EQUAL COSTS

PROJECT ACCOUNTING BASED ON FINAL COSTS (2 of 2)

FOR THE PERIOD _____ TO **6/30/2012**

District/CTC:
East Stroudsburg Area School District

Project Name:
East Stroudsburg High School

Project #:
2859

ROUND FIGURES TO NEAREST DOLLAR

PROJECT COSTS (CONT.)				TOTAL
G. ADDITIONAL CONSTRUCTION-RELATED COSTS				
1. Project Supervision (inc. Asbestos Abatement Project Supervision)				
2. Construction Manager Fee and Related Costs				
3. Total Demolition of Entire Existing Structures & Related Asbestos Removal to Prepare Project Site for Construction of New Building and Related AHERA Clearance Air Monitoring and EPA-Certified Project Designer's Fee on Asbestos Abatement (Exclude costs for partial demolition.)				
4. Architectural Printing				
5. Test Borings				
6. Site Surveys				
7. Other (Attach PlanCon-J-Add't Costs page if needed.)				
a. _____				
b. _____				
c. Plan-J-Add't Costs, Total				
8. TOTAL - Additional Construction-Related Costs				
H. FINANCING COSTS	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	X X X X X X
<i>FOR THIS PROJECT ONLY</i>	<i>SERIES OF 2004</i>	<i>SERIES OF 2007</i>	<i>SERIES OF 2007A</i>	<i>X X X X X X</i>
(EXCLUDE ACCRUED INTEREST)				
1. Underwriter Fees	\$50,979	\$59,702	\$105,258	\$215,939
2. Legal Fees	\$33,680	\$22,598	\$26,642	\$22,598
3. Financial Advisor	\$14,848	\$11,177	\$18,654	\$44,679
4. Bond Insurance	\$30,710	\$36,939	\$50,960	\$118,609
5. Paying Agent/Trustee Fees and Expenses	\$395	\$266	\$366	\$1,027
6. Capitalized Interest				
7. Printing	\$5,508	\$1,538	\$4,628	\$11,674
8. CUSIP & Rating Fees	\$5,311	\$2,601	\$4,784	\$12,696
9. Other				
a. Computer Fees	\$1,754		\$11,228	\$12,982
b. _____			\$3,661	See J03(3)
10. TOTAL-Financing Costs	\$143,185	\$134,821	\$226,181	See J03(3)
I. TOTAL PROJECT COSTS (F plus G-8 plus H-10)				See J03(3)
REVENUE SOURCES	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	TOTAL
(EXCLUDE ACCRUED INTEREST)	SERIES OF 2004	SERIES OF 2007	SERIES OF 2007A	
J. AMOUNT FINANCED	\$9,667,634	\$20,122,960	\$26,200,465	See J03(3)
<i>FOR THIS PROJECT ONLY</i>				
K. ORIGINAL ISSUE DISCOUNT/ PREMIUM FOR THIS PROJECT ONLY	(\$59,406)	\$8,195,809	\$4,597,504	See J03(3)
L. INTEREST EARNINGS FOR THIS PROJECT ONLY	\$389,530	\$447,309	\$607,925	See J03(3)
M. BUILDING INSURANCE RECEIVED				
N. PROCEEDS FROM SALE OF BUILDING OR LAND				
O. LOCAL FUNDS - CASH (SEE INSTRUCTIONS)				
P. OTHER FUNDS (PROVIDE DESCRIPTION ON SEPARATE SHEET)				
Q. TOTAL REVENUE SOURCES				See J03(3)

PROJECT ACCOUNTING BASED ON FINAL COSTS (2 of 2)

FOR THE PERIOD _____ TO **6/30/2012**

District/CTC:
East Stroudsburg Area School District

Project Name:
East Stroudsburg High School

Project #:
2859

ROUND FIGURES TO NEAREST DOLLAR

PROJECT COSTS (CONT.)				TOTAL
G. ADDITIONAL CONSTRUCTION-RELATED COSTS				
1. Project Supervision (inc. Asbestos Abatement Project Supervision)				
2. Construction Manager Fee and Related Costs				
3. Total Demolition of Entire Existing Structures & Related Asbestos Removal to Prepare Project Site for Construction of New Building and Related AHERA Clearance Air Monitoring and EPA-Certified Project Designer's Fee on Asbestos Abatement (Exclude costs for partial demolition.)				
4. Architectural Printing				
5. Test Borings				
6. Site Surveys				
7. Other (Attach PlanCon-J-Add't Costs page if needed.)				
a. _____				
b. _____				
c. Plan-J-Add't Costs, Total				\$92,795,630
8. TOTAL - Additional Construction-Related Costs				\$92,795,630
H. FINANCING COSTS	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	X X X X X X
<i>FOR THIS PROJECT ONLY</i>	<i>SERIES OF 2008</i>	<i>SERIES OF _____</i>	<i>SERIES OF _____</i>	<i>X X X X X X</i>
(EXCLUDE ACCRUED INTEREST)				
1. Underwriter Fees	\$761			
2. Legal Fees	\$212			
3. Financial Advisor	\$186			
4. Bond Insurance	\$1,769			
5. Paying Agent/Trustee Fees and Expenses	\$2			
6. Capitalized Interest	\$23,328			
7. Printing	\$36			
8. CUSIP & Rating Fees	\$49			
9. Other				
a. _____				
b. _____				
10. TOTAL-Financing Costs	\$26,355			\$948,035
I. TOTAL PROJECT COSTS (F plus G-8 plus H-10)				\$93,731,134
REVENUE SOURCES	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	TOTAL
<i>(EXCLUDE ACCRUED INTEREST)</i>	<i>SERIES OF 2008</i>	<i>SERIES OF _____</i>	<i>SERIES OF _____</i>	
J. AMOUNT FINANCED	\$1,961,092			\$78,815,590
<i>FOR THIS PROJECT ONLY</i>				
K. ORIGINAL ISSUE DISCOUNT/ PREMIUM FOR THIS PROJECT ONLY	\$9,085			\$12,572,428
L. INTEREST EARNINGS	\$14,394			\$2,343,116
<i>FOR THIS PROJECT ONLY</i>				
M. BUILDING INSURANCE RECEIVED				
N. PROCEEDS FROM SALE OF BUILDING OR LAND				
O. LOCAL FUNDS - CASH (SEE INSTRUCTIONS)				
P. OTHER FUNDS (PROVIDE DESCRIPTION ON SEPARATE SHEET)				
Q. TOTAL REVENUE SOURCES				\$93,731,134

FINANCIAL REPORT FOR THE PERIOD _____ TO 6/30/2012

District/CTC: East Stroudsburg Area School District	Project Name: East Stroudsburg High School	Project #: 2859
--	---	--------------------

	BOND ISSUE/NOTE SERIES OF <u>2004</u>	BOND ISSUE/NOTE SERIES OF <u>2007</u>	BOND ISSUE/NOTE SERIES OF <u>2007A</u>	TOTAL
A. TOTAL BOND ISSUE OR NOTE	\$10,000,000	\$39,000,000	\$37,500,000	See J04(3)
B. ORIGINAL ISSUE DISCOUNT/ ORIGINAL ISSUE PREMIUM	(\$61,864)	\$8,754,236	\$7,415,328	See J04(3)
C. TOTAL INTEREST EARNINGS ON ALL INVESTMENTS FOR ALL FUNDS (Exclude accrued interest and capitalized interest)				
1. Construction Fund	\$405,946	\$866,922		See J04(3)
2. Authority Fund				
3. Debt Service Fund				
4. Debt Service Reserve Fund				
5. Bond Redemption Fund				
6. Other: _____				
7. Other: _____				
8. TOTAL	\$405,946	\$866,922		

D. BUILDING INSURANCE RECEIVED

E. PROCEEDS FROM SALE OF BUILDING OR LAND

F. LOCAL FUNDS - CASH

G. OTHER: _____

H. OTHER: _____

I. TOTAL REVENUE SOURCES

J. TOTAL PROJECT COSTS FOR THIS PLANCON PROJECT (J03, line I)

K. FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (I minus J)

DISPOSITION OF FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (Indicate the applicable bond issue.)

Reimbursable Projects:			
<u>Project Building Name</u>	<u>PDE Project #</u>	<u>Amount Financed</u>	<u>Applicable Issue</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Nonreimbursable Projects:			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Other:			
_____	_____	_____	_____
_____	_____	_____	_____

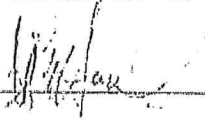
CERTIFICATE OF ARCHITECT

District/CTC: East Stroudsburg Area School District County: Monroe

School Name: Adds. & Alt. to East Stroudsburg Area Senior High School South Project #: 2859

The bid opening date for the original General Contract was: 4/27/2006

As the architect of record for the above named school district/area vocational-technical school for said project, I certify to the best of my knowledge and belief that all construction work, including change orders and supplemental contracts, has been completed as of 6/30/2012 in an acceptable manner in accordance with the plans and specifications approved by the Pennsylvania Department of Education (and any approved changes thereto) and that all contractors, by virtue of said completion, may be paid all final monies due owing on this project.



John R. Howard, AIA
Architect of Record, Project or Type

The Architectural Studio
Architectural Firm Name

732 Turner Street, Allentown, PA 18102
Architect's Address

11/15/2012
Date

For a project constructed and based on an approved school facility design published on the Department's School Design Clearinghouse, I further certify that the project was constructed based on an approved school facility design published on this clearinghouse.

Signature, Architect

FINANCIAL INFORMATION CERTIFICATION

✓ District/CTC: East Stroudsburg Area School District County: Monroe
 School Name: East Stroudsburg High School Project #: 2859

I certify that the financial information on the schedules titled Project Accounting Based on Final Costs (pages J02 and J03), Financial Report (J04), and Final Project Costs - Detail (pages J07 to J12) for the above referenced school construction project is presented based on the following:

Financial information is reported based on the cash basis of accounting.
 If costs were allocated to certain areas or contracts, describe the allocation method below (attach additional pages if needed):

 Signature, Board Secretary Board Secretary's Name, Printed or Typed Date

FOR 100% CASH PROJECT ONLY

Please provide information, by fiscal year, on the expenditure of project funds for a project fully funded by local funds. Cash projects are those projects for which the District/CTC has not incurred debt.

FY	PROJECT FUNDS ACTUALLY EXPENDED
_____	_____
_____	_____
_____	_____
TOTAL -	_____

I certify that the project funds were actually expended in the fiscal years as reported above and I also certify that the District/CTC has not incurred debt to fund this project.

 Signature, Board Secretary Board Secretary's Name, Printed or Typed Date

FOR PROJECT USING LOCAL FUNDS AS FINANCING SOURCE

Please provide information, by fiscal year, on the expenditure of project funds for a project using local funds as a financing source in addition to debt incurred.

FY	PROJECT FUNDS ACTUALLY EXPENDED
_____	_____
_____	_____
_____	_____
TOTAL -	_____

I certify that the project funds were actually expended in the fiscal years as reported above.

 Signature, Board Secretary Board Secretary's Name, Printed or Typed Date

VI. ITEMS FOR APPROVAL

- e. Approve PLANCON J for Middle Smithfield Elementary School.

PROJECT ACCOUNTING BASED ON FINAL COSTS (1 of 2)
FOR THE PERIOD _____ TO _____

District/CTC: East Stroudsburg Area School District	Project Name: Middle Smithfield Elementary School	Project #: 3348
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PROJECT COSTS	NEW	EXISTING	TOTAL
A. STRUCTURE COSTS (include site development)			
1. General (Report costs for sanitary sewage disposal on Line E-1.)	\$9,028,585	\$5,143,201	\$14,171,786
2. Heating and Ventilating	\$1,415,848	\$2,123,772	\$3,539,620
3. Plumbing (Report costs for sanitary sewage disposal on Line E-1.)	\$602,259	\$903,389	\$1,505,648
4. Electrical	\$2,824,842	\$130,740	\$2,955,582
5. Asbestos Abatement (J10, line B-3)	X X X X X X		
6. Building Purchase Amount	X X X X X X		
7. Other * (Exclude Test Borings and Site Survey) (Use PlanCon-J-Add't Costs page if necessary.)			
a. _____			
b. _____			
c. _____			
d. _____			
e. PlanCon-J-Add't Costs, Total			
A-1 to A-7 - Subtotal	\$13,871,534	\$8,301,102	\$22,172,636
8. Construction Insurance			
a. Owner Controlled Insurance Program on Structure Costs (Exclude asbestos abatement, building purchase and other structure costs not covered by the program)	\$85,400	\$50,950	\$136,350
b. Builder's Risk Insurance (if not included in primes)			
c. Construction Insurance - Total	\$85,400	\$50,950	\$136,350
9. TOTAL-Structure Costs (A-1 to A-7-Subtotal plus A-8-c)	13,956,934	8,352,052	22,308,986
B. ARCHITECT'S FEE			
1. Architect's/Engineer's Fee on Structure	\$1,074,991	\$740,584	\$1,815,575
2. EPA-Certified Project Designer's Fee on Asbestos Abatement	X X X X X X X X X X X X		
3. TOTAL - Architect's Fee	\$1,074,991	\$740,584	\$1,815,575
C. MOVABLE FIXTURES AND EQUIPMENT			
1. Movable Fixtures and Equipment	\$340,759	\$227,172	\$567,931
2. Architect's Fee			
3. TOTAL - Movable Fixtures & Equipment	\$340,759	\$227,172	\$567,931
D. STRUCTURE COSTS, ARCHITECT'S FEE, MOVABLE FIXTURES AND EQUIPMENT - TOTAL (A-9 plus B-3 and C-3)			
	\$15,372,684	\$9,319,808	\$24,692,492
E. SITE COSTS			
1. Sanitary Sewage Disposal General Contractor	\$227,000		\$227,000
2. Sanitary Sewage Disposal Tap-In Fee and/or Capacity Charges General Contractor			
3. Owner Controlled Insurance Program/Builder's Risk Insurance on Sanitary Sewage Disposal			
4. Architect/Engineer's Fee for Sanitary Sewage Disposal			
5. Site Acquisition Costs		X X X X X X X X X X X X X X X X X X	
a. Gross Amount Due from Settlement Statement or Just Compensation			
b. Real Estate Appraisal Fees		X X X X X X	
c. Other Related Site Acquisition Costs		X X X X X X	
d. Site Acquisition Costs - Total		X X X X X X	
6. TOTAL - Site Costs	\$227,000		\$227,000
F. STRUCTURE COSTS, ARCHITECT'S FEE, MOVABLE FIXTURES & EQUIPMENT, AND SITE COSTS - TOTAL (D plus E-6)			
	\$15,599,684	\$9,319,808	\$24,919,492

* - Type "No Fee" beside each item for which no design fee is charged.

PROJECT ACCOUNTING BASED ON FINAL COSTS (2 of 2)
FOR THE PERIOD _____ TO _____

District/CTC: East Stroudsburg Area School District	Project Name: Middle Smithfield Elementary School	Project #: 3348
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ROUND FIGURES TO NEAREST DOLLAR

PROJECT COSTS (CONT.)				TOTAL
G. ADDITIONAL CONSTRUCTION-RELATED COSTS				
1. Project Supervision (inc. Asbestos Abatement Project Supervision)				487,422
2. Construction Manager Fee and Related Costs				
3. Total Demolition of Entire Existing Structures & Related Asbestos Removal to Prepare Project Site for Construction of New Building and Related AHERA Clearance Air Monitoring and EPA-Certified Project Designer's Fee on Asbestos Abatement (Exclude costs for partial demolition.)				
4. Architectural Printing				
5. Test Borings				22,734
6. Site Surveys				
7. Other (Attach PlanCon-J-Add't Costs page if needed.)				
a. _____				
b. _____				
c. Plan-J-Add't Costs, Total				
8. TOTAL - Additional Construction-Related Costs				510,156
H. FINANCING COSTS	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	X X X X X X
<i>FOR THIS PROJECT ONLY</i>	<i>SERIES OF 2008</i>	<i>SERIES OF _____</i>	<i>SERIES OF _____</i>	<i>X X X X X X</i>
<i>(EXCLUDE ACCRUED INTEREST)</i>				
1. Underwriter Fees	\$133,817			\$133,817
2. Legal Fees	\$37,328			\$37,328
3. Financial Advisor	\$32,618			\$32,618
4. Bond Insurance	\$310,987			\$310,987
5. Paying Agent/Trustee Fees and Expenses	\$229			\$229
6. Capitalized Interest	\$4,100,646			\$4,100,646
7. Printing	\$6,405			\$6,405
8. CUSIP & Rating Fees	\$8,533			\$8,533
9. Other				
a. <u>Internet Auctuin Advisor</u>	\$2,290			\$2,290
b. _____				
10. TOTAL-Financing Costs	\$4,632,853			\$4,632,853
I. TOTAL PROJECT COSTS (F plus G-8 plus H-10)				\$30,062,501
REVENUE SOURCES	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	
<i>(EXCLUDE ACCRUED INTEREST)</i>	<i>SERIES OF 2008</i>	<i>SERIES OF _____</i>	<i>SERIES OF _____</i>	TOTAL
J. AMOUNT FINANCED	\$29,605,598			\$29,605,598
<i>FOR THIS PROJECT ONLY</i>				
K. ORIGINAL ISSUE DISCOUNT/ PREMIUM FOR THIS PROJECT ONLY	\$182,024			\$182,024
L. INTEREST EARNINGS	\$274,879			\$274,879
<i>FOR THIS PROJECT ONLY</i>				
M. BUILDING INSURANCE RECEIVED				
N. PROCEEDS FROM SALE OF BUILDING OR LAND				
O. LOCAL FUNDS - CASH (SEE INSTRUCTIONS)				
P. OTHER FUNDS (PROVIDE DESCRIPTION ON SEPARATE SHEET)				
Q. TOTAL REVENUE SOURCES				\$30,062,501

FINANCIAL REPORT FOR THE PERIOD _____ TO _____

District/CTC: East Stroudsburg Area School District	Project Name: Middle Smithfield Elementary School	Project #: 3348
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	BOND ISSUE/NOTE SERIES OF 2008	BOND ISSUE/NOTE SERIES OF _____	BOND ISSUE/NOTE SERIES OF _____	TOTAL
A. TOTAL BOND ISSUE OR NOTE	\$32,320,000			\$32,320,000
B. ORIGINAL ISSUE DISCOUNT/ ORIGINAL ISSUE PREMIUM	\$198,713			\$198,713
C. TOTAL INTEREST EARNINGS ON ALL INVESTMENTS FOR ALL FUNDS (Exclude accrued interest and capitalized interest)				
1. Construction Fund	\$300,082			\$300,082
2. Authority Fund				
3. Debt Service Fund				
4. Debt Service Reserve Fund				
5. Bond Redemption Fund				
6. Other: _____				
7. Other: _____				
8. TOTAL	\$300,082			\$300,082
D. BUILDING INSURANCE RECEIVED				
E. PROCEEDS FROM SALE OF BUILDING OR LAND				
F. LOCAL FUNDS - CASH				
G. OTHER: _____				
H. OTHER: _____				
I. TOTAL REVENUE SOURCES				\$32,818,795
J. TOTAL PROJECT COSTS FOR THIS PLANCON PROJECT (J03, line I)				\$30,062,501
K. FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (I minus J)				\$2,756,294

DISPOSITION OF FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (Indicate the applicable bond issue.)

Reimbursable Projects:

<u>Project Building Name</u>	<u>PDE Project #</u>	<u>Amount Financed</u>	<u>Applicable Issue 2008</u>
Senior High	2859	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Nonreimbursable Projects:

_____	_____	_____	_____
_____	_____	_____	_____

Other:

_____	_____	_____	_____
_____	_____	_____	_____

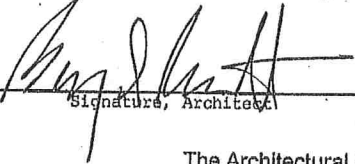
CERTIFICATE OF ARCHITECT

District/CTC: East Stroudsburg Area School District County: Monroe / Pike

School Name: Smithfield Elementary Project #: 2900

The bid opening date for the original General Contract was: March 23, 2005

As the architect of record for the above named school district/area vocational-technical school for said project, I certify to the best of my knowledge and belief that all construction work, including change orders and supplemental contracts, has been completed as of October 26, 2009 in an acceptable manner in accordance with the plans and specifications approved by the Pennsylvania Department of Education (and any approved changes thereto) and that all contractors, by virtue of said completion, may be paid all final monies due and owing on this project.



Signature, Architect

Barry L. Brobst

Architect's Name, Printed or Typed

The Architectural Studio
Architectural Firm Name

732 Turner Street, Allentown PA 18102-4038
Architect's Address

September 16, 2010
Date

For a project constructed and based on an approved school facility design published on the Department's School Design Clearinghouse, I further certify that the project was constructed based on an approved school facility design published on this clearinghouse.

Signature, Architect

Date

FINANCIAL INFORMATION CERTIFICATION

District/CTC: East Stroudsburg Area School District County: Monroe
 School Name: Middle Smithfield Elementary School Project #: 3348

I certify that the financial information on the schedules titled Project Accounting Based on Final Costs (pages J02 and J03), Financial Report (J04), and Final Project Costs - Detail (pages J07 to J12) for the above referenced school construction project is presented based on the following:

Financial information is reported based on the cash basis of accounting.

If costs were allocated to certain areas or contracts, describe the allocation method below (attach additional pages if needed):

 Signature, Board Secretary Board Secretary's Name, Printed or Typed Date

FOR 100% CASH PROJECT ONLY

Please provide information, by fiscal year, on the expenditure of project funds for a project fully funded by local funds. Cash projects are those projects for which the District/CTC has not incurred debt.

	PROJECT FUNDS
FY	ACTUALLY EXPENDED

_____	_____
_____	_____
_____	_____
_____	_____
TOTAL -	_____

I certify that the project funds were actually expended in the fiscal years as reported above and I also certify that the District/CTC has not incurred debt to fund this project.

 Signature, Board Secretary Board Secretary's Name, Printed or Typed Date

FOR PROJECT USING LOCAL FUNDS AS FINANCING SOURCE

Please provide information, by fiscal year, on the expenditure of project funds for a project using local funds as a financing source in addition to debt incurred.

	PROJECT FUNDS
FY	ACTUALLY EXPENDED

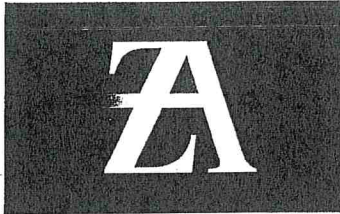
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL -	_____

I certify that the project funds were actually expended in the fiscal years as reported above.

 Signature, Board Secretary Board Secretary's Name, Printed or Typed Date

VI. ITEMS FOR APPROVAL

- f. Approve three-year agreement with Zelenkofske Axelrod LLC for Auditing Services at costs listed below:
 - i. 2024-2025 Fiscal Year - \$24,000
 - ii. 2025-2026 Fiscal Year - \$24,750
 - iii. 2026-2027 Fiscal Year - \$25,500



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November 13, 2023

Peter Bard, Chief Financial Officer
Board of School Directors
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

Dear Peter:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the East Stroudsburg Area School District ("District"), as of June 30, 2024, June 30, 2025 and June 30, 2026 and for the years then ended, and the related notes to the financial statements, which collectively comprise District's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the periods ended June 30, 2023, 2024 and 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

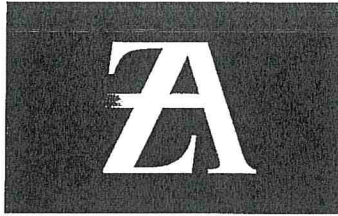
The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to U.S. GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information (RSI), such as management's discussion and analysis, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Required Budgetary Comparison Schedule – General Fund
- 3) Required Supplementary Pension and Other Postemployment Benefit Information

830 Sir Thomas Court, Suite 100, Harrisburg, PA 17109
3800 McKnight East Drive, Suite 3805, Pittsburgh, PA 15237
34745 Burbage Road, Frankford, DE 19945

2370 York Road, Suite A-5, Jamison, PA 18929
420 Chinquapin Round Road, Suite 2-i, Annapolis, MD 21401
210 Tollgate Hill Road, Greensburg, PA 15601



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Supplementary information other than RSI will accompany District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Combining Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

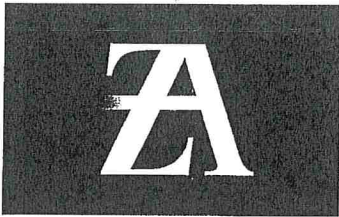
Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance U.S. GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will



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communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

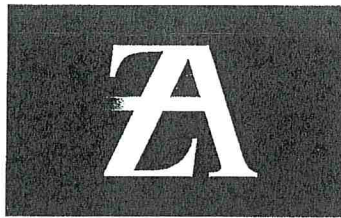
We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions,



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misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

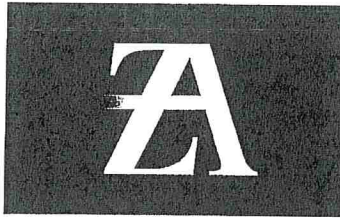
Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;



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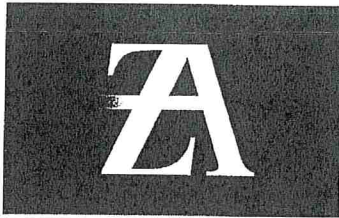
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9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and Data Collection Form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary Information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date



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Nonattest Services

We will assist in preparing the financial statements, related notes, and schedule of expenditures of federal awards of the District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and the Data Collection form based on information provided by you. We will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

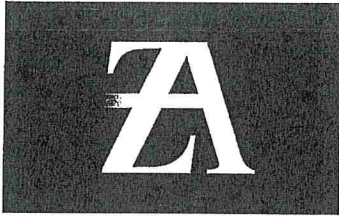
We expect to begin the audit on approximately September 10th of each year and to issue our reports no later than November 15th of each year. Jeffrey Weiss is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another qualified firm representative to sign them.

During the course of the engagement, we may communicate with you or your personnel via fax, e-mail, and portals, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records to make your books and records complete.

We will provide you a list of required schedules and analyses to be prepared by your personnel before the audit begins. Timely completion of our audit is dependent on cooperation in preparing schedules and analyses timely and accurately. If there are delays in preparing the material or if schedules must be continually revised, costs will increase. We will advise you of difficulties or delays in completing the engagement.



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You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

The audit documentation for this engagement is the property of Zelenkofske Axlerod LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Zelenkofske Axlerod LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all of our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

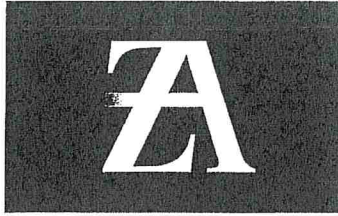
During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management

We will provide copies of our reports to the Board of School Directors; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

It is management's responsibility to submit, in the required time period, the information for all outstanding municipal securities in accordance with each of the respective securities requirements, Securities and Exchange Commission and Municipal Securities Rulemaking Board requirements, and any other applicable requirements. You agree that



Zelenkofske Axlerod LLC

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the expected report issuance date above will be sufficient to fulfill management's responsibility related to the above requirements. The expected report issuance date is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Our fees for these services will be \$24,000, \$24,750 and \$25,500 for the years ending June 30, 2024, 2025 and 2026, respectively. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary such as implementing new auditing pronouncement or auditing additional federal or state programs, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We normally bill at least monthly while work progresses. All invoices are due and payable upon presentation. For invoices due over 30 days, a finance charge is assessed on unpaid balances at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum). We reserve the right to halt work if balances remain unpaid after ninety (90) or more days, and not to resume work until all overdue amounts are paid in full. Any balances remaining unpaid after ninety (90) or more days may, at our option, be formalized by the execution of a promissory note. You agree that you shall be liable for all reasonable costs we incur in collection including, but not limited to, reasonable attorney fees.

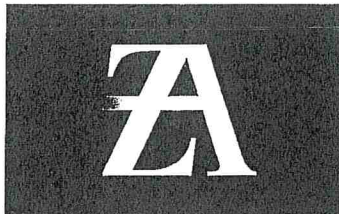
In the event any dispute arises relating in any way to this engagement, the parties agree to first attempt to resolve such dispute through the non-binding mediation process in the manner set forth herein, with costs to be divided equally between the parties. The mediation shall take place in Philadelphia County or in Dauphin County, Pennsylvania. To effect mediation, the party desiring mediation shall give the other party 10 days' advance written notice of its desire to mediate. The other party shall respond within said 10-day period that it accepts or rejects the mediation process. If (a) the other party rejects the mediation process, (b) does not respond to the mediation notice or (c) the mediation is not successful, then, in any legal proceeding relating in any way to this agreement, all parties hereto hereby irrevocably consent to the jurisdiction and venue of either the United States District Court for the Middle District of Pennsylvania (if there is federal jurisdiction) or the Court of Common Pleas of Dauphin County, Pennsylvania (if there is no federal jurisdiction) and each party hereto further agrees not to raise any objection to such jurisdiction or to the laying of venue of any such proceeding in such county. Each party agrees that service of process in any such proceeding may be duly effected upon it by mailing a copy thereof, to the address given above. Our Firm's policy requires that payment arrangements must be made for all outstanding invoices prior to release of our work product.

You agree that our liability hereunder for damages will be limited to gross negligence, fraud, or willful misconduct and shall not exceed the total amount paid for these services described herein. These shall be your exclusive remedies.

You further agree that we will not be liable for any lost profits, or for any claim or demand against you by any other party. In no event will we be liable for incidental or consequential damages even if we have been advised of the possibility of such damages. Because of the importance of management's representations to the effective performance of our services, you will release Zelenkofske Axlerod LLC and its personnel from any claims, liabilities, costs, and expenses relating to our services under this letter attributable to any misrepresentations in the representation letter referred to above.

No action, regardless of form, arising out of the services under this agreement may be brought by either party more than three years after the date of the last services provided under this agreement.

It is understood that Zelenkofske Axlerod LLC has spent many years developing its people and intellectual assets, including but not limited to computer software programs and business practices and procedures. Accordingly, you



Zelenkofske Axelrod LLC

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agree that any means of presentation of financial data which represent our internal or external work product or any other of our intellectual assets shall, at all times, remain the property of Zelenkofske Axelrod LLC and shall not be disseminated or shared with any entity not a party thereto without our prior written consent. Additionally, you and your affiliates or related entities agree not to employ any current or former employees of Zelenkofske Axelrod LLC, during the term of this engagement or for a period of three years thereafter without our prior written consent.

Our Firm is a member of the AICPA. We are required to periodically undergo Peer Review to assure high professional standards. In a Peer Review, a team of outside CPAs randomly selects and reviews financial statements, our report, and supporting workpapers. The Peer Review team is obligated to keep the information that it reviews confidential. If this engagement is selected you authorize our Firm to permit peer reviewers to review the workpapers.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Our Firm policy states that work may not begin on an engagement prior to our receipt of a signed engagement letter. However, should you request that we begin work on this engagement prior to our receipt of a signed copy of this engagement letter and we do so as courtesy to you, your receipt of our correspondence, attendance at meetings with us or similar activities shall constitute acceptance of this engagement letter and agreement to all of the terms contained in it.

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provisions of this letter are determined to be unenforceable, all other provisions shall remain in force.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,

Zelenkofske Axelrod LLC

Zelenkofske Axelrod LLC



Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Members of
Zelenkofske Axelrod LLC
and the Peer Review Committee of the Pennsylvania Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Zelenkofske Axelrod LLC (the firm) in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Zelenkofske Axelrod LLC in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Zelenkofske Axelrod LLC has received a peer review rating of *pass*.

Jones, Nale & Mattingly PLC

Louisville, Kentucky
March 21, 2023

VI. ITEMS FOR APPROVAL

- g. Approve ServiceFinder upgrade for Transportation at a cost of \$9,500 one-time cost for upgrade.

Form 611

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

The respondent's email (**doraida-simmons@esasd.net**) was recorded on submission of this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Damaris Robins

Department *

Transportation

Building *

Administration

What service or item are requesting *

Service Finder

Why are you requesting the service or item *

Upgraded version to a current program

Suggested replacement *

Service Finder

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

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

9500.00

What is the total cost of the purchase? *

9500.00

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: Upgrade

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.

.....

Which Fund will be charged? *

10



What account will be charged? *

102720348000000000070000000

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

No, current vendor

Any additional information you would like to provide.

The district currently utilizes service finder for the maintenance of district vehicles however, the vendor relaunched the program which requires additional training in order to gain knowledge of it's uses.

This form was created inside of East Stroudsburg Area School District.



Implementation Services			
Project Management <ul style="list-style-type: none"> • Single Point-of-Contact Service • Regularly scheduled project status checks to ensure consistent and timely support throughout your implementation project. • Maintenance of overall project timeline. 	6	Months	
Data Management <ul style="list-style-type: none"> • Seamless migration of existing data to the new system • Expert guidance and support throughout the process • Testing to confirm data accuracy and integrity 		Included	
Go-Live Support <ul style="list-style-type: none"> • Creation of Go-Live plan in collaboration with your experienced Transfinder Project Manager. • Live access to Transfinder project management and training expertise as you navigate the week of your system go-live 		Included	
Online Training Hours <ul style="list-style-type: none"> • Comprehensive one-on-one training with an Application Specialist • Customized training materials and resources. • Access to recordings of personalized training sessions. 	8	Hours	
Servicefinder Support includes: <ul style="list-style-type: none"> • Regular software updates to enhance functionality and security. • Dedicated customer support to assist with any issues or questions. • Access to a knowledge base and user community for additional help. • Servicefinder is maintained in the Transfinder Hosted Network which includes database server, application servers, storage, and data maintenance 		Included	Included
		<i>-\$1,925</i>	
		<i>\$9,500</i>	
		<i>Included</i>	<i>\$7,000</i>

This proposal has been prepared at your request. All invoices are due and payable upon receipt. The total system cost for any of the options, is due and payable upon installation. Any Federal and/or State Sales or local taxes are the responsibility of the Licensee.

APPROVED BY:

Client Name & Title

Signature

Purchase Order Number

Date

VI. ITEMS FOR APPROVAL

- h. Approve the agreement with Frontline Education for additional support hours at a cost of \$4,500.

Form 611

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

The respondent's email (matthew-krauss@esasd.net) was recorded on submission of this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Matthew Krauss

Department *

Business Office

Building *

Central Administration

What service or item are requesting *

Frontline Education Support Hours

Why are you requesting the service or item *

Additional support hours are needed to complete the overhaul and revamping of the district's Absence Management and Time & Attendance software through Frontline Education. This will continue the work to align the system with CSIU FIS (new financial/HR software) and improve data quality district-wide. The support hours allow district administration to work with a Frontline Support specialist who is an expert in their system.

Suggested replacement *

Additional contract hours

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

N/A

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

N/A

What is the total cost of the purchase? *

\$4,500

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: N/A

Was this purchase budgeted? *

No ▼

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.

.....

Which Fund will be charged? *

10



What account will be charged? *

10-2515-330-000-00-000-005-000-0000

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

Additional hours for a previously board approved contract.

Any additional information you would like to provide.

This contract covers an additional 12 hours of support.

This form was created inside of East Stroudsburg Area School District.

Google Forms



1400 Atwater Drive Malvern, PA 19355

Issue Date: 12/06/2023

District PO#

East Stroudsburg Area School District

Professional Services Proposal

THE FOLLOWING INFORMATION IS **CONFIDENTIAL**

Services and Costs (Currency is USD)

Scope of Work	
Overview – Virtual Tune Up Service	
Deliverable(s) – Please see the attached PDF outlining the statement of work (SOW) for all the deliverables. This is a one-time fee and travel is not required for the service.	
One-Time Fee(s)	
Time & Attendance Tune-Up	\$4,500.00
* Travel Expenses - All travel and lodging costs are the responsibility of the school district - Any state specific requirements regarding travel expenses or invoicing are the responsibility of the school district to share with Frontline Education	
Total	\$4,500.00 (plus applicable sales tax)

Additional time on the project outside of the scope of the above proposal will be assessed for additional costs.
 Services, products, and training cannot be ordered or scheduled until a signed copy of this proposal has been received.
 Purchase Orders required only if mutually agreed by Frontline Education and the District.
 The proposal expires within 30 days from the issue date.

Signature		Date	
Name		Title	



Exhibit A-1 Frontline Customer Order Form

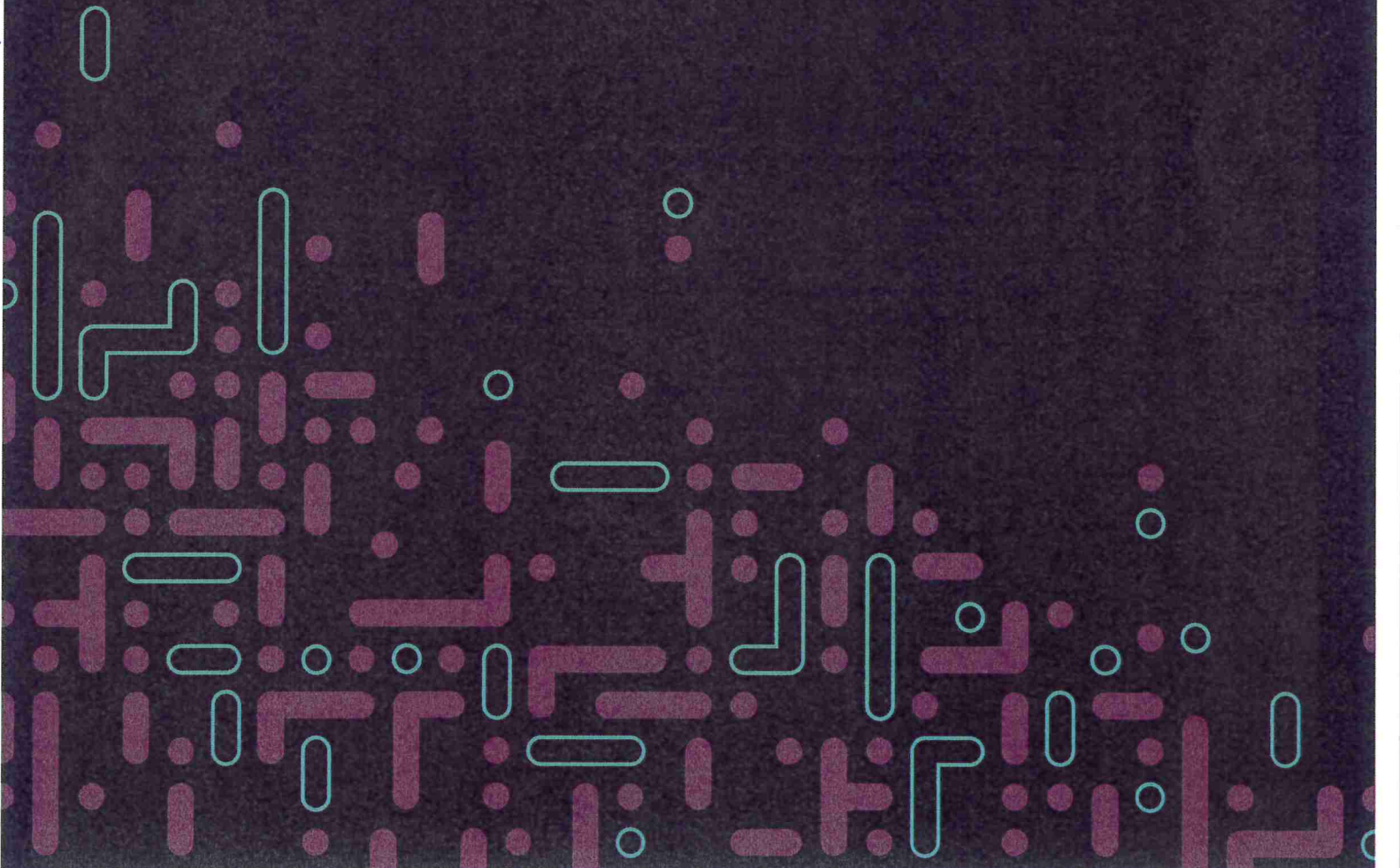
1400 Atwater Drive Malvern, PA 19355

The rates and details of this proposal are guaranteed for 30 days from issue date.
The agreed upon service must be used within 12 months of signature.



Virtual Tune-Up

Standard Service Delivery



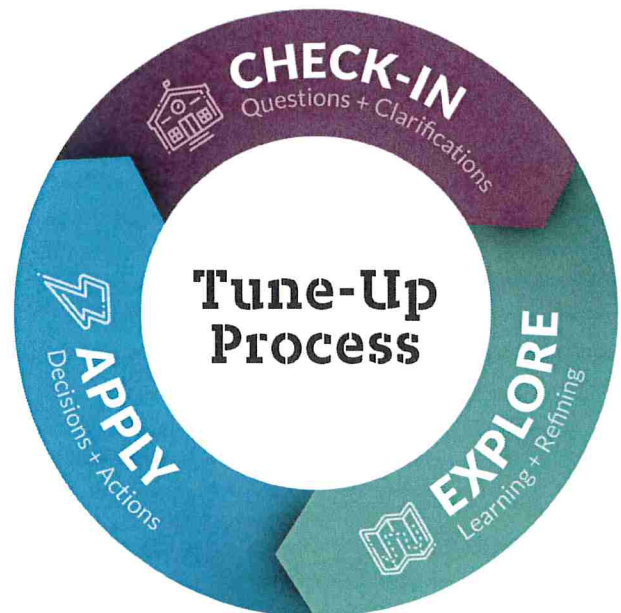
Statement of Work

Virtual Tune-Up Services

Frontline Education provides a comprehensive service methodology and expert resources to partner with your team throughout the service.

Scope / Deliverables

- Initial coordination to develop engagement plan (shared outcomes, process)
- Several virtual session to iteratively:
 - Explore and clarify relevant system connections
 - Refine understanding and configuration
 - Action plan to capture decision points and updates
- Application between live sessions to apply the learning and inform revisions
- The Frontline Subject Matter Expert provides targeted coaching and support throughout the service, culminating in an Engagement Report with next steps



Schedule

On average, a typical Virtual Tune-Up happens over the course of one to two weeks, with 2-3-hour sessions occurring throughout the week(s). You and your organization will receive up to 12 hours of live instructional and consultative time. Your Frontline Education Subject Matter Expert will work with you and your team to plan a timeframe that fits your needs.

Client Responsibilities

- Your district will work with the Frontline Subject Matter Expert to determine a time frame and schedule for the service
- Your district will engage in application and decision-making throughout the tune-up to ensure maximum outcome from the service

Assumptions

- Small working group to maintain momentum and achieve goals (team of 5 or fewer)
- Ideally completed during one-two weeks' time (exact schedule to be mutually determined with your organization and your Frontline Subject Matter Expert)
- Frontline Education and your organization will use a collaborative approach to ensure service delivery success



Service Policies

- Services are scheduled on a first-come, first-serve basis. Frontline Education will work closely with the Customer to ensure a mutually-agreed-upon delivery time frame; however, Frontline Education cannot commit to a delivery date before receiving a signed proposal.
- Services requested after the delivery close out will require additional charges and a new services proposal.
- Service costs are priced with the assumption that the delivery of the service will be completed within 365 days after signing. Frontline reserves the right to charge the Customers the service fees due to Customer-caused delays occurring after the 365-day delivery period.



VI. ITEMS FOR APPROVAL

- i. Approve the agreement with OIG Compliance Now, LLC for federal programs compliance at a cost of \$10,000 (Split between ACCESS and GF).

Form 611

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

The respondent's email (**matthew-krauss@esasd.net**) was recorded on submission of this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Matthew Krauss, Stacy Koehler, Angela Byrne

Department *

Business Office, ACCESS

Building *

Central Administration

What service or item are requesting *

Federal Exclusions

Why are you requesting the service or item *

The East Stroudsburg Area School District receives and spends federal money and is thereby required to conduct screenings to ensure that individuals and entities involved directly or indirectly with providing items and services have not been excluded from the allowable use of federal funds.

In accordance with applicable laws, regulations and compliance program requirements, the District must make reasonable and prudent efforts to screen individuals and entities as appropriate and not to spend federal money on services ordered or rendered by an individual or entity that has been excluded from or is ineligible.

This contract will also help maintain compliance with board policies regarding fraud and federal program compliance.

Suggested replacement *

Old vendor withdrew service.

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

\$10,000 - \$20,000

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

Costs were analyzed between 4 vendors.

1. Westmoreland Intermediate Unit: \$500 (Will no longer offer services).
2. OIG Compliance Now, LLC: Costs are dependent on district usage (estimated \$10,000 per year)
3. Valenz Assurance: \$13,000 - \$16,000 per year
- 4: MedTrainer: Phone call discussion of services conducted by Stacy Koehler December 2023. Services were not offered to Pennsylvania were not comparable to other vendors, and would not meet district needs to fulfill requirements.

What is the total cost of the purchase? *

\$10,000

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: Multiple quotes

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.

No

Which Fund will be charged? *

10 ▼

What account will be charged? *

10-2515-330-000-00-000-005-000-0000
10-1290-330-891-00-000-310-000-9891

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

Vendor selected that best met our needs and was able to meet requirements of district policy and federal program compliance. Lowest quote was also chosen.

Any additional information you would like to provide.
.....

This form was created inside of East Stroudsburg Area School District.



OIGCN SANCTION SCREENING & VALIDATION SERVICES

AGREEMENT made as of January 1, 2024 by and between East Stroudsburg Area School District (hereinafter referred to as “Client”) having its principal offices at 50 Vine Street East Stroudsburg PA 18301 and OIG Compliance Now, LLC, (hereinafter referred to as “VENDOR” or “OIGCN”) having its principal offices at 49 Court Street, Binghamton, New York 13901.

Pursuant to this agreement, OIGCN will provide professional services (“**Services**”) to Client and its affiliates. OIGCN shall provide the Services as follows:

RECITALS

WHEREAS, Client desires to secure professional and technical services from OIGCN to perform certain sanction screening services as set forth in the Attachments.

WHEREAS, OIGCN desires to contract with Client for the performance of certain sanction screening services as set forth in the Attachments and is willing to provide such services upon the terms and conditions set forth in this Agreement.

In consideration of mutual covenants and Agreements set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

Section 1. SERVICE PROVIDED

OIGCN shall perform the services as set forth in the Attachments hereto. The parties agree that the services shall be performed by OIGCN or its qualified employees. Client agrees to provide the required data in a timely manner as described in the Attachments or as reasonably requested by OIGCN.

Section 2. TERM

This Agreement shall commence on the date the Agreement is executed and continue for a one-year term. Thereafter, it shall be renewed automatically for subsequent one-year terms, upon the same terms, until either party gives notice to the other at least 30 days prior to the expiration date of the then current term of its intent not to renew the Agreement.

Section 3. FEE

Fees for services are outlined in Attachment F. All payments shall be made in full in United States Dollars, at the recipient’s usual business address or to an account designated by

the recipient. Other than amounts disputed in good faith, any amount not paid when due shall bear a late payment charge, until paid, at the rate of two percent (2 %) per month or, if less, the maximum amount permitted by law, provided that OIGCN first provide notice to Client of the late payment and allow five (5) business days for Client to cure. The recipient of an invoice must notify the other in writing of any disputed invoice amounts (including an explanation for such dispute) within 30 days of receipt of the disputed invoice.

Section 4. TERMINATION

Either party may terminate this Agreement (i) at any time without cause upon thirty (30) days written notice without penalty and (ii) in the event of a breach of any material provision of this Agreement, within thirty (30) days of written notice to the other party provided that such breach is not cured within such thirty-day period. In the event that this agreement is terminated by either party prior to the expiration of the then current term, OIGCN shall reimburse the Client for the pro rata portion of the fee paid with respect to the remainder of such term.

In the event that the performance by any party hereto of any term, covenant, condition or provision of this Agreement should jeopardize either Client's or OIGCN's status with regard to (i) licensure, (ii) participation in Medicare or Medicaid programs, or (iv) tax exempt status or the tax exempt status of any financing, this Agreement shall be renegotiated so as to eliminate the violation or non-complying aspects hereof, but without altering all other material rights and obligations of the parties hereunder that reasonably can be given effect. If the parties cannot promptly agree on such renegotiated terms, either party may terminate upon thirty (30) days' written notice to the other party.

Fees and payment terms shall be set forth in Section 3 and in Attachment F. Either party, in its sole discretion, may terminate this Agreement, or in the case of OIGCN cease providing Services, if the other fails to pay any invoice within thirty (30) days after receipt of notice from the other that it has failed to pay an invoice and such invoice is not in dispute.

Section 5. CONFIDENTIAL INFORMATION

OIGCN acknowledges that Client is the owner of valuable trade secrets and other confidential information, as well as other like information that is licensed from third parties. OIGCN shall treat such information as strictly confidential and shall not use such information for its own purposes or for third parties, or divulge or permit to be divulged to, or examined or copied by others, any information or data obtained by OIGCN, or to which OIGCN is otherwise exposed, in connection with this Agreement or otherwise: (a) which is confidential or proprietary to Client or its Affiliates, including, without limitation, all patient and demographic information; (b) which relates to the trade secrets, methods, intellectual property, research, products, operations, policies, procedures, techniques, accounts or personnel of Client; or (c) which is confidential or proprietary to a third party and in the possession, custody or control of Client. The confidentiality terms of this Agreement specifically include the terms of any Business Associate Agreement, if applicable, executed by OIGCN for the benefit of Client.

Section 6. INSURANCE

OIGCN warrants and represents that it possesses and shall carry at its own expense insurance policies, or provide evidence of self-insurance, for commercial general liability, contractual liability, and reinsurance, with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and errors & omissions insurance with limits of \$5,000,000 in the aggregate (includes cyber liability, privacy liability and privacy breach). The insurance policies shall name Client as an additional insured for matters covered by this Agreement. The insurance policies shall include a requirement that OIGCN provide Client with sixty (60) days written notice prior to the effective date of any cancellation of the policy. Upon request, OIGCN shall provide Client with copies of all policies and/or Certificates of Coverage evidencing the coverage, limits, and provisions.

Section 7. INDEMNIFICATION

OIGCN will indemnify, defend and hold harmless Client, including its directors, officers, trustees, members, employees, contractors and agents, from and against any and all inter party and/or third party demands, claims, lawsuits, assessments, judgments, settlements, fines, liabilities, damages, costs and expenses, including reasonable attorney's fees and other costs of defense, which result from: (i) the alleged or actual negligence, or intentional misconduct of OIGCN, its trustees, directors, officers, employees, contractors, agents, or representatives arising under this Agreement, (ii) a breach of any confidentiality obligations set forth in Section 5 ("Confidential Information"), (iii) allegations that the services provided under this Agreement infringe a third party's patent, copyright, trademark or any other intellectual property rights or misappropriate a trade secret, or (iv) any failure by OIGCN to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement for the applicable statute of limitations.

Client will indemnify, defend and hold harmless OIGCN, including its officers, members, trustees, employees, contractors and agents, from and against any and all inter party and/or third party demands, claims, lawsuits, assessments, judgments, settlements, fines, liabilities, damages, costs and expenses, including reasonable attorney's fees and other costs of defense, which result from the alleged or actual negligence, or intentional misconduct of Client, its trustees, directors, officers, employees, contractors, agents, or representatives arising under this Agreement. This provision shall survive the termination or expiration of this Agreement for the applicable statute of limitations.

Section 8. COMPLIANCE WITH ALL LAWS

Each of the parties hereby represents and warrants that, to the best of its knowledge and understanding, all obligations pertaining to and benefits derived under this Agreement are in full compliance with all applicable Federal, State, local and applicable credentialing bodies, laws, rules and regulations ("Applicable Laws"), as they exist now, and as they may be amended from time to time. Each party covenants and agrees to maintain compliance with all Applicable Laws as presently existing and as hereafter amended, throughout the Term of this Agreement, and to use its best efforts to notify the other party of any change in the Applicable Laws of which it becomes aware that may affect the obligations of either party under this Agreement. In the

event of a violation by either party of the Applicable Laws, or an investigation into an alleged violation, OIGCN and Client shall each take all measures necessary to promptly remedy any such violation with the other party and its legal representatives in the investigation and defense of any such claim or action, to the extent that the parties' interests are not adverse to one another.

Each party agrees to comply with all applicable local, state and federal laws that prohibit discrimination based upon gender, religion, race, creed, color, national origin, ancestry, military status, veteran's status, sexual orientation, marital status, age, genetic information, disability, or status as a victim of domestic violence.

Client remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent sections of Federal, State and local statutes, rules and regulations and the standards of The Joint Commission (as applicable) provided, however, that nothing in this Paragraph shall relieve OIGCN of its duties and obligations under this Agreement.

Neither OIGCN nor Client shall engage in any activity prohibited by anti-kickback, anti-self-referral, or any other federal, state or local law or regulation which relates to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

Section 9. EXTENT OF AGREEMENT

This Agreement, including the appendices hereto, constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, representations, agreements, and/or conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and executed by both parties hereto.

Section 10. INDEPENDENT CONTRACTOR

The relationship between OIGCN and the Client is that of independent contractor and OIGCN agrees to do all things legally required to establish and maintain its status as an independent contractor. OIGCN in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, and that it will neither hold itself out as nor claim to be, an officer, employee or agent of the Client by reason hereof. The employees or agents of one party shall not be deemed employees or agents of the other. As an independent contractor, OIGCN and any person(s) engaged by it shall not be entitled to any medical health pension, retirement, disability, unemployment, worker's compensation or other insurance coverage or any other benefit similar or dissimilar from the Client. The parties agree that all reporting by either of them to income tax and other governmental agencies shall be consistent with the provisions of this paragraph.

Section 11. GOVERNING LAW AND VENUE

The parties expressly agree that this Agreement and the enforcement of the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its provisions concerning the applicability of the laws of other jurisdictions. The parties hereby agree that any and all claims arising out of, relating to or

in connection with this Agreement, or the relationship between the parties hereto, shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within New York, and each party hereby consents to the exclusive jurisdiction and venue of these courts, without regard to any conflicts of law principles.

Section 12. NON-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of the Agreement, nor shall such non-enforcement prevent either party from enforcing each and every term of this Agreement thereafter.

Section 13. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall in no way be affected.

Section 14. MISCELLANEOUS

The section headings in this Agreement are for the convenience of reference only and shall not be used in interpretation of this Agreement. The singular number used herein shall include the plural and plural the singular. The neuter, masculine or feminine genders used herein shall be deemed to include each other. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Any remedies which the parties hereto may have pursuant to this Agreement or by law shall be cumulative. Unless specifically provided elsewhere herein, nothing in this Agreement is intended to benefit any person or entity not a party hereto.

Section 15. NO ASSIGNMENTS

No Party may assign any of its rights or delegate any performance under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of the law, or any other manner, except as mutually agreed in writing between the parties. If a party assigns its rights under this Agreement without the non-assigning party's prior written consent, the non-assigning party is entitled to terminate this Agreement. If the non-assigning party terminates this Agreement, the termination is effective as of the assignment's occurrence. Any termination is without prejudice to the non-assigning party's claim for damages.

Section 16. BOOKS AND RECORDS

In accordance with Section 952 of the Omnibus Reconciliation Act of 1980, Client and OIGCN agree that, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, each shall, upon written request, make available to the Secretary of the Department of Health and Human Services (HHS) or the Secretary's duly authorized representatives, or upon request, to the Comptroller General's duly authorized representatives, this Agreement and such books, documents and records that are necessary to certify the nature and extent of costs hereunder. The availability of the Agreement, books, documents and records shall be subjected at all times to such criteria and procedures for seeking or obtaining access as may be promulgated by the Secretary of HHS in regulations and other applicable law.

Further, OIGCN agrees that Client or its duly authorized representative has the right to audit any directly pertinent books, documents, and records related to its performance of the Services and compliance with the terms and conditions of this Agreement. OIGCN shall make available to Client or its agents all such records within ten (10) business days of a written request. OIGCN agrees to allow Client to make and retain copies of those materials deemed useful for documenting the audit activity and results. The right to audit shall be limited to one (1) audit each year throughout the term of this Agreement and for a period of one (1) year after its expiration or earlier termination. If applicable, the right to audit shall also apply to agents and subcontractors hired by OIGCN for the purpose of fulfilling this Agreement. In the event that audits discover substantive findings related to fraud, misrepresentation or non-performance, or an overcharge on the part of OIGCN, then Client may recoup the costs of the audit work from OIGCN, and in the case of an overcharge, the overpayment made by Client.

Section 17. FEDERAL HEALTH CARE PROGRAM COMPLIANCE EXCLUSION

OIGCN certifies that it is not excluded from participation in a Federal Health Care Program. OIGCN certifies that it is not under investigation by any county, state or federal agency or entity. In addition, OIGCN will inform Client immediately in the event OIGCN becomes the subject or target of any such investigation.

Section 18. FORCE MAJEURE

Neither party will hold the other liable for failure to comply with any of the terms and conditions of this Agreement which failure results from fire, unusually severe weather, labor dispute, strike, war, insurrection, governmental restrictions or acts of God, beyond the reasonable control of such party; provided that such party failing to comply proceeds with reasonable diligence to cure such failure as promptly as possible.

Section 19. GIFTS

OIGCN and its representatives agree to adhere to Client's gift policies in all dealings with Client and its employees.

Section 20. NOTICES

All notices to parties to this Agreement must be in writing, must be served by certified mail – return receipt requested, and shall be addressed as follows:

If to Client:
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg PA 18301

If to OIGCN:
President and CEO
Anthony P Elwood
49 Court Street
Binghamton, NY 13901

Section 21. PUBLICITY

OIGCN agrees not to use the name of Client, the existence of the performance of the Services hereunder, or any matter related to thereto, in any promotional, advertising, or other communication to a third party without the Client’s prior written permission.

Section 22. RED FLAG LANGUAGE

OIGCN agrees to comply with all applicable federal, state and local regulations promulgated to thwart, deter, detect, and mitigate identity theft or fraud, including but not limited to, those regulations promulgated by the Fair Credit Reporting Act as amended by section 114 of the Fair and Accurate Credit Transactions Act of 2003 (“the FACT Act”) commonly known as the “Red Flag Rules” as they exist now or may be amended from time to time. OIGCN shall at a minimum, report to Client the receipt of, or claim of 1) unusual use of, or suspicious activity or documents related to Client Accounts or 2) notice from, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with Client Accounts.

Section 23. STATUS AND AUTHORITY

Client represents and warrants to OIGCN that currently, and at all times when this Agreement is in effect: (a) Client shall be duly organized, validly existing and in good standing under the law of its state of Pennsylvania, with full corporate power and authority to conduct its business and perform its obligations hereunder, and (b) Client shall have in effect all licenses required by applicable law to conduct its business, including any accreditation by the Joint Commission. OIGCN represents and warrants to Client that currently, and at all times when this Agreement is in effect: (a) OIGCN shall be duly organized, validly existing and in good standing under the law of its state of New York with full corporate power and authority to conduct its business and perform its obligations hereunder, and (b) OIGCN shall have in effect all licenses required by applicable law to conduct its business.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed as of the date first set forth above.

Accepted and Agreed to:

Accepted and Agreed to:

OIG COMPLIANCE NOW, LLC

East Stroudsburg Area School District

By: _____

By: _____

Name: Anthony Elwood

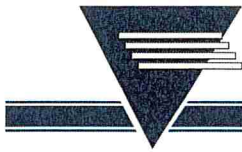
Name:

Title: Chief Executive Officer

Title:

Date: _____

Date: _____



ATTACHMENT A

COMPLIANCE WITH FAIR CREDIT REPORTING ACT (FCRA)

Client: East Stroudsburg Area School District

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)

- To review a consumer’s account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604 (a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told

the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must

provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) (“Notice to the Home Loan Applicant”).

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional

disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.) The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any

applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681/
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

Summary of Consumer's Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, SW</p>

	Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <i>or</i> Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

ATTACHMENT B
OIGCN SANCTION SCREENING & VALIDATION SERVICES

Client: East Stroudsburg Area School District

Screening Service

OIGCN to provide monthly screening of the total number of records submitted by Client. Screening process will use submitted information to determine exclusion matches against the government lists outlined below. OIGCN will conduct manual verification of results using the listed database websites to verify current exclusion status.

Screening Lists

OIGCN agrees to screen the sanction agency lists shown below. New lists for each category will be included automatically each month, as they become available.

- U.S. Department of Health and Human Services Office of the Inspector General List of Excluded Individuals/Entities (LEIE)
- U.S. General Services Administration System for Award Management (SAM) Excluded Entities List
- Federal Lists including DEA, FDA, TRICARE, OFAC, USDHHS ORI PHS, FCPA, BIS, HRSA HEAL, DDTC and Wanted Terrorists/Fugitives
- All publicly available State-level Medicaid Exclusions Lists (or equivalent) and State-level Debarred Lists
- State Disciplinary/Disbarment Lists for the past ten years (up to 5 states)
- CMS Opt-Out List (centralized list now encompasses all state opt outs)

Record Types Screened

- Employees/Non-Providers
- Physicians/Providers
- Vendors/Contractors

Screening Frequency

- Monthly

File Upload and Translation

- Web portal submission of data files or single checks
- Data file submitted as CSV via secure FTP folder with encryption and translation by OIGCN

Fields for Data Files

- Record ID – required; this should be a unique Customer ID or Vendor ID
- First Name – required
- Middle Name
- Last Name - required
- Date of Birth
- Address Information
- Provider License State
- Provider License Type
- Provider License Number
- NPI
- Job Title – helpful for some state level investigations
- Hire Date – helpful for investigations

Work Flow

- Client submits single names via the web portal or batch files securely via portal upload or sFTP
- *For pre-hire screening of single names, it is recommended that the Client separately screen all applicant names (e.g., both married and maiden names for female applicants).*
- OIGCN will screen the records against the OIGCN database to determine name matches against the agency databases listed
- OIGCN will use Client-provided information to clear matches; all matches will be confirmed by direct access to the government agency websites
- For matches unable to be cleared, OIGCN will log those matches as Active Notes in the OIGCN portal; investigation responses will be logged in the portal by Client for OIGCN review.
- OIGCN will use Customer-provided information to attempt to clear name matches; for matches unable to be cleared after this process, OIGCN will complete the record status as “Affidavit Suggested”. Other rules for disposition of matches will be defined by Client.
- Files will be completed and reports will be prepared and made available to the Client; see Reports section.

Reports

- Validated exclusion/sanction reports will be sent separately as PDFs to Client, and will outline exclusion types, agencies, dates and other available information. OIGCN will also inform Client of any pending actions that could lead to the exclusion of any individual, if available.
- Summary screening reports will be available in the web portal and will outline screening statistics and indicate any unverified data.
- Expected turnaround time for monthly reports is dependent on the number of name matches that require investigation. Based on the timely receipt of investigation needs from the Client, expected turnaround time is within two weeks from the date investigation needs are received.
- Turnaround times for single name checks is immediate unless there are investigations required.

Fees

Outlined in Attachment F

ATTACHMENT C
SINGLE NAME CHECK SCREENING SERVICE (SNCS)

Client: East Stroudsburg Area School District

OIGCN to provide single name checks, including verification, of either Affiliated Personnel or Vendors as submitted in any given month against the following lists:

- U.S. Department of Health and Human Services Office of the Inspector General List of Excluded Individuals/Entities (LEIE)
- U.S. Government Services Administration System for Award Management (SAM) List (formerly EPLS)
- Federal Lists including DEA, FDA, TRICARE, OFAC SDN, USDHHS ORI PHS, and Wanted Terrorists/Fugitives
- List of Suspended or Excluded MassHealth Providers and published Medicaid exclusions lists (or equivalent) of all other states
- All publically available state-level Medicare Opt-Out lists (currently all 50 states including two lists in California)

Affiliated Personnel shall mean employees, volunteers, physicians (including, but not limited to, salaried physicians, affiliated physicians or referring physicians), Board members, or any other individual working for or providing services to the Provider who is not a Vendor (as defined below).

Vendor shall mean any vendor, supplier, manufacturer, consultant, contractor, subcontractor or any other individual or entity providing products or services to the Provider who is not considered an Affiliated Personnel of the Provider, and who has been designated as a vendor recommended for sanction screening as defined by MassHealth.

Process

Provider will utilize the following process for name screening:

- Provider will use a single name check upload tool for each name required to be screened. Tool can be accessed online using the Provider client portal.

- The tool will collect the following information from the user using a data entry grid for an Employee, Physician/Other or Vendor name:
 - Employee or Physician/Other: Last Name, First Name, SSN, DOB, Address, City, State, License #, License Type, License State, and NPI#. Only name information is required. Only information that is entered will be searchable at a later date.
 - Vendor: Business Name and EIN; OR Last Name, First Name and SSN. All information is required. Optional fields include License #, License Type, License State, and NPI#. Only entered information for optional fields will be searchable at a later date.
- *For pre-hire sanction screening, it is recommended that the Provider separately screen all applicant names (e.g., both married and maiden names for female applicants).*
- OIGCN will screen and investigate any name association matches.
- OIGCN will work with the Provider to conduct investigation activities.
- OIGCN will complete a single-name screening summary report for each name screened, as well as any reports for exclusions or Opt-Outs (see report descriptions below).
- Reports can be accessed via the Provider's online portal at the top of each hour when the portal system refreshes.
- Provider will be able to search all screening results using an online tool in the portal to find individual names of screened parties, with links to screening reports.

Sanction Screening Summary and Exclusions Reporting

Provider will receive the following monthly reports from OIGCN:

- a. Sanction Screening Single-Name Summary Report – this will list the individual name screened, screening statistics, indicate any unverified data, and will be available in the online Provider portal
- b. Validated Exclusions Reports – this will consist of a separate report for each exclusion that is identified and validated by OIGCN; OIGCN will also inform Provider of any pending action that could lead to the exclusion of any individual; these reports will be sent electronically to designated Provider contact by OIGCN
- c. Validated Opt-Out Reports – this will consist of a separate report for each Opt-Out episode that is identified and validated by OIGCN, and will be sent electronically to designated Provider contact by OIGCN

Fees

Outlined in Attachment F

ATTACHMENT D
DEATH MASTER FILE / NATIONAL PLAN & PROVIDER ENUMERATION
SYSTEM CHECKS

Client: East Stroudsburg Area School District

Screening Service

OIGCN to provide monthly screening of submitted records. Screening checks will use Social Security Number (SSN) Information to determine SSN matches against the Social Security Administration's Death Master File (DMF) Public List. OIGCN will use submitted National Provider Identifier (NPI) information to identify any NPI numbers that have been deactivated in the NPPES NPI Registry. NPI information is not required for screening against the DMF.

Record Types

- Employees/Non-providers
- Licensed practitioners
- Individual Contractors

Screening Frequency

- Initial check
- Monthly

Screening Lists

- National Technical Information Service (NTIS) Death Master File (DMF) SSA Public List [NTIS is the only authorized official distributor of the DMF database on the Web; OIGCN is a Licensed Subscriber to the NTIS DMF database. The NTIS DMF database does not contain state records on file with the Social Security Administration (SSA); state records are only available to select government agencies.]
- Centers for Medicare & Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) NPI Registry

File Upload and Translation

- Single names or data file submitted to DMF web portal

Fields Required

- RecordID
- FirstName
- LastName
- DOB [MM/DD/YYYY]

- SSN [9 digits]
- NPI [can be blank; only required for NPPES query]

Work Flow

- Client submits single name or data file to DMF portal
- Automatic screen of records against the OIGCN DMF Database
- Secondary screen against the live NPPES NPI Registry (uses the NPPES API) if NPIs are provided in file
- Screening results prepared as PDFs; can be downloaded from the DMF portal or set to send by secure email to user

****Client agrees to safeguard screening results as outlined in the mandated NTIS disclosure shown below:**

Death Master File Use of Information - Mandatory Disclosure

As outlined under Part 1110 of Title 15 of the Code of Federal Regulations, only certified persons are approved to disclose Limited Access DMF information, and then only for legitimate purposes. OIGCN is certified under § 1110.102 as an entity with a legitimate fraud prevention interest because it has in place the systems, facilities, and procedures to safeguard the accessed information, as well as the experience in maintaining the confidentiality, security and appropriate use of the accessed information.

In agreeing to the terms and conditions in this Attachment, Client agrees to use Limited Access DMF information only for legitimate fraud prevention interests and to safeguard the information contained in reports produced by OIGCN.

As outlined in 15 CFR 1110.200, failure to act in accordance with these regulations will result in the imposition of penalty upon the Client in the amount of \$1,000 for each disclosure violation, payable to the General Fund of the United States Department of the Treasury. The total amount of the penalty shall not exceed \$250,000 unless Client's disclosure or use is willful when it is a "voluntary, intentional violation of a known legal duty".

FEES

Outlined in Attachment F

ATTACHMENT E
LICENSE VERIFICATION SERVICES

Client: East Stroudsburg Area School District

License Verification Service

OIGCN to provide monthly license verification checks of the total number of practitioners submitted by Client. Checks will use submitted information to determine any disciplinary actions on the submitted licenses against the database listed below. OIGCN will conduct manual verification of license results using the listed database websites to verify current status of licensure.

Screening List

- State Licensure Boards

Record Types

- Licensed Practitioners

Screening Frequency

- Monthly

File Upload and Translation

- Web portal or file drop submission of data file
- Data file submitted as CSV via secure FTP folder with encryption and translation

Fields Required

- RecordID
- LastName
- FirstName
- LicenseType
- LicenseState
- LicenseNumber
- NPI

Work Flow

- Client submits file to OIGCN
- OIGCN will conduct verification of each license against the relevant state-level licensing board to verify license status.

- OIGCN will return an Excel spreadsheet to the Provider that includes information on records screened; see Data Fields Returned section

Data Fields Returned

- RecordID
- LastName
- FirstName
- LicenseType
- LicenseState
- LicenseNumber
- NPI
- License Expiration Date
- License Status
- Notes – disciplinary action information or other details regarding license status

Record Fees

Outlined in Attachment F

**ATTACHMENT F
FEE SCHEDULE**

Service	Type	Amount	Billing Timeframe
Sanction Screening	Portal Access	\$400.00	Annually
	Single Name Check	\$1.50/name	Monthly
	Batch File Screening	Tier Based	Monthly
	0 – 5K/month	\$0.19/record	
	5K – 20K/month	\$0.17/record	
	20K+/month	\$0.15/record	
DMF	Portal Access	\$400.00	Annually
	Batch File Screening	Tier Based	Monthly
	0 – 5K/month	\$0.30/record	
	5K – 20K/month	\$0.28/record	
	20K+/month	\$0.26/record	
License Verification		\$2.25/record	Monthly
	State Board Fees	Client also agrees to pay mandatory state-level licensing board fees required to obtain active license status information.	
Technical Development & Consulting Fees		\$175.00/hr	As Needed

Payments & Remittance

ACH/EFT payment is requested for all invoicing (details will be provided).

Check Payment:

Make checks payable to: Evolution Consulting South, LLC
(This is the management company for OIG Compliance Now, LLC)

Payment & Remittance should be mailed to:

Evolution Consulting South, LLC
Attn: Accounts Receivable
2940 University Pkwy
Sarasota, FL 34243

Office: (941) 351-3200

Operation Hours: Monday – Friday, 8:00 am to 4:00 pm EST

XI. Next Meeting

Motion to approve the 2024 Finance Committee meeting dates, time and places.



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

EAST STROUDSBURG AREA SCHOOL DISTRICT Finance Committee Meeting Dates For 2024

PUBLIC NOTICE

January	16,	2024	--	5:30 PM – High School North – Library &	Via Zoom
February	12,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	
March	11,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	
April	09,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	
May	13,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	
June	10,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	
July	08,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	
August	12,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	
September	10,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	
October	14,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	
November	11,	2024	--	5:30 PM – Carl T. Secor Administration Center – Board Room & Via Zoom	

All meetings will also be streamed live on YouTube.

Patricia L. Rosado
Board Secretary