EXECUTIVE COUNCIL
COMMITTEE OF THE WHOLE MEETING
September 1, 2020 - 5:30 PM
Video Conferencing

AGENDA

Building, Security & Technology
- Water Quality Testing Report (Attachment 1)
- IntegraONE Server and Storage Refresh Agreement (Attachment 2)
- Siemens Service Agreement (Attachment 3)
- Summer Projects Update
- COVID-19 Update

Program, Policy, and Personnel
- Personnel Items
  - Resignation – Collision Repair Technology Teacher
  - Guest Teachers
  - Adult Education Staff
- Reapproval of MOU – Special Education Services – MBIT & Districts(Attachment 4)
- Administrative Goals and Objectives 2020-2021 (Attachment 5)
- Work-based Education Program

Finance
- MBAVTS Authority discussion:
  - Refunding Series of 2014 – PFM Refinancing Discussion report (Attachment 6)
  - Parameters resolution prepared by King Spry – Draft (Attachment 7)
  - Underwriter discussion
  - Roof Connect via Omnia Partners-US Communities. Using balance of Series of 2015 Settlement funds and Capital Reserve for roof replacement over Culinary Arts and/or concrete replacement. (Attachment 8)
- GEER Grant (Attachment 9)

SUBURBAN TESTING LABS

Results Report
Order ID: 0045222

Middle Bucks Institute of Technology 2740 York Road Jamison, PA 18929	Project: Lead & Copper Analysis
Attn: Richard Hansen	Regulatory ID:

Sample Number: 0045222-01   Site: Site 1   Sample ID: A - First Floor
Collector: SAB   Collect Date: 06/29/2020 7:30 am   Sample Type: Grab

Department / Test / Parameter	Result	Units	Method	R.L.	DF	Prep Date	By	Analysis Date	By
Metals									
Copper	0.032	mg/L	EPA 200.8	0.010	1	07/08/20	RPV	07/09/20 2:13	RPV
Lead	< 0.001	mg/L	EPA 200.8	0.001	1	07/08/20	RPV	07/09/20 2:13	RPV

Sample Number: 0045222-02   Site: Site 2   Sample ID: A - Second Floor
Collector: SAB   Collect Date: 06/29/2020 7:30 am   Sample Type: Grab

Department / Test / Parameter	Result	Units	Method	R.L.	DF	Prep Date	By	Analysis Date	By
Metals									
Copper	0.229	mg/L	EPA 200.8	0.010	1	07/08/20	RPV	07/09/20 2:17	RPV
Lead	< 0.001	mg/L	EPA 200.8	0.001	1	07/08/20	RPV	07/09/20 2:17	RPV

Sample Number: 0045222-03   Site: Site 3   Sample ID: Cafe
Collector: SAB   Collect Date: 06/29/2020 7:30 am   Sample Type: Grab

Department / Test / Parameter	Result	Units	Method	R.L.	DF	Prep Date	By	Analysis Date	By
Metals									
Copper	0.176	mg/L	EPA 200.8	0.010	1	07/08/20	RPV	07/09/20 2:19	RPV
Lead	< 0.001	mg/L	EPA 200.8	0.001	1	07/08/20	RPV	07/09/20 2:19	RPV

Sample Number: 0045222-04   Site: Site 4   Sample ID: D-Wing
Collector: SAB   Collect Date: 06/29/2020 7:30 am   Sample Type: Grab

Department / Test / Parameter	Result	Units	Method	R.L.	DF	Prep Date	By	Analysis Date	By
Metals									
Copper	0.959	mg/L	EPA 200.8	0.010	1	07/08/20	RPV	07/09/20 2:21	RPV
Lead	< 0.001	mg/L	EPA 200.8	0.001	1	07/08/20	RPV	07/09/20 2:21	RPV

SUBURBAN TESTING LABS

SUBURBAN
TESTING LABS

Sample Number: 0045222-05	Site: Site 5	Sample ID: C-Wing - Sykes
Collector: SAB	Collect Date: 06/29/2020 7:30 am	Sample Type: Grab

Department / Test / Parameter	Result	Units	Method	R.L.	DF	Prep Date	By	Analysis Date	By
Metals									
Copper	0.701	mg/L	EPA 200.8	0.010	1	07/08/20	RPV	07/09/20 2:23	RPV
Lead	0.003	mg/L	EPA 200.8	0.001	1	07/08/20	RPV	07/09/20 2:23	RPV

Sample Receipt Conditions:

All samples met the sample receipt requirements for the relevant analyses.

The test *pH, Lab* is performed in the Laboratory as soon as possible. These results are not appropriate for compliance with NPDES, SDWA, or other regulatory programs that require analysis within 15 minutes of sample collection and should be considered for informational purposes only.

pH, Final for ASTM leachate is performed by method SM 4500-H-B.

All results meet the requirements of STL's TNI (NELAC) Accredited Quality System unless otherwise noted. If your results contain any data qualifiers or comments, you should evaluate useability relative to your needs.

If collectors initials include "STL", samples have been collected in accordance with STL SOP SL0015.

All results reported on an As Received (Wet Weight) basis unless otherwise noted.

This laboratory report may not be reproduced, except in full, without the written approval of STL.

Results are considered Preliminary unless report is signed by authorized representative of STL.

Reviewed and Released By:

Lisa F. Care

Project Manager I

Report Generated On: 07/10/2020 10:58 am   0045222

STL_Results   Revision #1.9   Effective: 04/16/2020

SUBURBAN TESTING LABS

1037F MacArthur Road, Reading, PA 19605   Phone: 610-375-TEST   Fax: 610-375-4090   suburbantestinglabs.com

PA DEP # 06-00208
NJDEP# PA081

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SUBURBAN
TESTING LABS

Chain of Custody Record
1037F MacArthur Road, Reading, PA 19605
Phone: 610-375-8378 - Fax: 610-375-4090 - suburbantestinglabs.com

TAT (Circle One): Standard - 24hr - 48hr - 72hr - Other _____
(Additional charges may apply for rush TAT. If not specified, standard TAT will apply.)

ORDER ID: 0045222

Client Name / Address:		Project Name / Address:
Middle Bucks Institute of Technology 2740 York Road Jamison, PA 18929	Phone: (215) 343-2480 Fax:	Lead & Copper Analysis
Client Project Manager: Richard Hansen	Payment / P.O. Info: 20200095	Regulatory ID (SDWA/Permit #):

Project Description:

Order Comments: Semiannual Analysis. First-draw samples, client will collect and have for STL to pick up.

Sample Number	Sample Description - Site ID	Sampling Location	Collect Date/Time	Sampler's Initials	Matrix	Sample Type	Composite Start Date / Time
0045222-01	Site 1	A - First Floor	6-29-20 7:30AM	SAB	Potable Water	Grab	

Container Type / Preservation		Preservation Check	Analysis - Method	Field Results
1L P Graduated	✳ A		**Metals** Copper, 200.8 - EPA 200.8 Lead, 200.8 - EPA 200.8	

Sample Number	Sample Description - Site ID	Sampling Location	Collect Date/Time	Sampler's Initials	Matrix	Sample Type	Composite Start Date / Time
0045222-02	Site 2	A - Second Floor	6-29-20 7:30AM	SAB	Potable Water	Grab	

Container Type / Preservation		Preservation Check	Analysis - Method	Field Results
1L P Graduated	✳ A		**Metals** Copper, 200.8 - EPA 200.8 Lead, 200.8 - EPA 200.8	

Sample Number	Sample Description - Site ID	Sampling Location	Collect Date/Time	Sampler's Initials	Matrix	Sample Type	Composite Start Date / Time
0045222-03	Site 3	Cafe	6-29-20 7:30 AM	SAB	Potable Water	Grab	

Container Type / Preservation		Preservation Check	Analysis - Method	Field Results
1L P Graduated	✳ A		**Metals** Copper, 200.8 - EPA 200.8 Lead, 200.8 - EPA 200.8	

Sample Number	Sample Description - Site ID	Sampling Location	Collect Date/Time	Sampler's Initials	Matrix	Sample Type	Composite Start Date / Time
0045222-04	Site 4	D - Wing	6-29-20 7:30AM	SAB	Potable Water	Grab	

Container Type / Preservation		Preservation Check	Analysis - Method	Field Results
1L P Graduated	✳ A		**Metals** Copper, 200.8 - EPA 200.8 Lead, 200.8 - EPA 200.8	

wko_STL_Prelog_ls.rpt   Lab Manager: Lisa F. Care   Date Created: 06/18/2020 12:00   Date Printed: 06/18/2020   Work Order ID: 0045222   Page 1 of 2

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ORDER ID: 0045222

Sample Number	Sample Description - Site ID	Sampling Location	Collect Date/Time		Sampler's Initials	Matrix	Sample Type	Composite Start Date / Time
0045222-05	Site 5	E-Wing - Sykes	6-29-20	7:30AM	SAB	Potable Water	Grab	

Container Type / Preservation		Preservation Check	Analysis - Method	Field Results
1L P Graduated	✻	A	**Metals** Copper, 200.8 - EPA 200.8 Lead, 200.8 - EPA 200.8	

✻ preserved with
3 mL 1:1 HNO₃
pH<2
TLB
6/29/20

WKO TAT = 10   No Thermal Preservation Required

Relinquished By:	Count	Date:	Temp (°C): _____	**Sample Conditions**	**Sample Type Key**	**Bottle Type Key**
		Time:			G = Grab	P = Plastic PP = Sterile Polypropylene
Received By:	5	Date: 6/29/20	Temp (°C): No Temp	Number of Containers\Cooler received matches number on COC? Y / N	C = Composite 8HC = 8 Hr. Composite	G = Glass PS = Sterile Polystyrene GA = Glass Amber HDPE = High Density
		Time: 1059	received		24HC = 24 Hr. Composite	VOA = 40mL G or GA Poylethylene
Relinquished By:	5	Date: 6/29/20	Temp (°C): No Temp	Sample labels and COC free of descrepancies? Y / N		O = Other
		Time: 1345	Acceptable.? Y / N		S D = Distribution D E = Entry Point	**Preservative Key**
Received in Lab By:	5	Date: 6/29/20	No Temp Temp (°C):	All Containers Intact? Y / N	D R = Raw W C = Check	A = Ascorbic Acid OH = NaOH C = HCl S = H2SO4
TLB		Time: 1345	Acceptable.? Y / N	VOC vials for VOA analysis free of headspace, if applicable? Y / N	A S = Special M = Maximum	H = HNO3 O = Other N = Sodium NA = None Required Thiosulfate

Signing this form indicates your agreement with STL's Standard Terms and Conditions (www.suburbantestinglabs.com/resources\standard-terms-and-conditions.html) unless otherwise specified in writing.

Shaded areas are for STL use only

wko_STL_Prelog_ls.rpt   Lab Manager: Lisa F. Care   Date Created: 06/18/2020 12:00   Date Printed: 06/18/2020   Work Order ID: 0045222   Page 2 of 2

3900-FM-BSDW0549E   7/2016

2016 REVISED SU███████ ‖‖‖‖‖‖‖‖‖‖‖‖‖ ɔTION PROCEDURES

0045222
Lisa F. Care

These samples are being collected to d ████ Environmental Protection Agency and the ██ ████████████ of homeowners and residents.

This sampling effort is required by the U.S.
██████████████ ᴜᵢ ᴇ⊓ᴠıɾonmental Protection, and is being accomplished through the cooperation

A sample is to be collected after water has been sitting in the pipes for an extended period of time (i.e., no water use during this period). Due to this requirement, either early mornings or evenings upon returning home from work are the best times for collecting samples. The collection procedure is described in more detail below:

1. Prior arrangements will be made with the customer to coordinate the sample collection event. Dates will be set for sample kit delivery and pick-up by water department staff.

2. **A minimum six (6) hour period during which there is no water use throughout the house** must be achieved prior to sampling. **Do not intentionally flush the water line before the start of the 6 hour period.** The water department recommends that either early mornings or evenings upon returning home are the best sampling times to ensure that the necessary stagnant water conditions exist.

3. A **kitchen or bathroom cold-water faucet** is to be used for sampling. **Do not remove the aerator prior to sampling.** If you have water softeners on your kitchen taps, collect your sample from the bathroom tap that is not attached to a water softener, or a point of use filter, if possible. **Place the sample bottle (open) below the faucet and open the cold water tap as you would do to fill a glass of water.** Fill the sample bottle to the line marked "1,000-mL" and turn off the water.

4. Tightly cap the sample bottle and place it in the sample kit provided. Please review the sample kit label at this time to ensure that all information contained on the label is correct.

5. If any plumbing repairs or replacement has been done in the home since the previous sampling event, note this information on the label as provided. Also if your sample was collected from a tap with a water softener, note this as well.

6. Place the sample kit outside of the residence in the location of the kit's delivery so that department staff may pick up the sample kit.

7. Results from this monitoring effort and information about lead will be provided to you as soon as practical but no later than 30 days after the system learns of the tap monitoring results. However, if excessive lead and/or copper levels are found, immediate notification will be provided (usually 1-2 working days after the system learns of the tap monitoring results).

Call _____ at _____ if you have any questions regarding these instructions.

I certify that each resident or sample collector has been instructed in the proper methods for collecting lead and copper tap samples.	
Water Supplier Signature: *[signature]*	Date: 6-29-2020

- T-5 -

Philadelphia
1300 Virginia Drive
Suite 305
Fort Washington, PA 19034
1-800-582-6399
www.integra1.net

IntegraONE

Server and Storage Refresh for 2020

Quote # 020346 Version 2

July 20, 2020

Prepared for:

Middle Bucks Institute of Technology

Prepared by:

David Bird, Account Manager
James Eboch, Inside Support Representative

HPE

Description		Price	Qty	Ext. Price
HPE	HPE Server and Storage Refresh	**$46,224.00**	**1**	**$46,224.00**
867959-B21	HPE DL360 Gen10 8SFF CTO Server		2	
P02598-L21	Intel Xeon-S 4215 FIO Kit for DL360 G10		2	
P02598-B21	Intel Xeon-S 4215 Kit for DL360 Gen10		2	
P00920-B21	HPE 16GB 1Rx4 PC4-2933Y-R Smart Kit		24	
804398-B21	HPE Smart Array E208e-p SR Gen10 Ctrlr		2	
764302-B21	HPE FlexFbr 10Gb 4p FLR-T 57840S Adptr		2	
865408-B21	HPE 500W FS Plat Ht Plg LH Pwr Sply Kit		4	
BD505A	HPE iLO Adv 1-svr Lic 3yr Support		2	
867990-B21	HPE DL360 Gen10 SFF Internal Cable Kit		2	
P21868-B21	HPE 32GB microSD RAID 1 USB Boot Drive		2	
734811-B21	HPE 1U CMA for Easy Install Rail Kit		2	
867998-B21	HPE 1U Gen10 Bezel Kit		2	
874543-B21	HPE 1U Gen10 SFF Easy Install Rail Kit		2	
Q2R21A	HPE MSA 1050 12Gb SAS DC SFF Storage		1	
R0P85A	HPE MSA 7.2TB SAS 10K SFF 6pk HDD Bdl		2	
C7536A	HPE Ethernet 14ft CAT5e RJ45 M/M Cable		12	
716191-B21	HPE Ext 2.0m MiniSAS HD to MiniSAS Cbl		2	
	HPE 3 Years Proactive Care 24x7 Support			
H1K92A3#R2M	HPE iLO Advanced Non Blade Support		2	
H1K92A3#WAG	HPE DL360 Gen10 Support		2	
H1K92A3#RCA	HPE MSA 1050 Storage Support		1	
	HPE Installation and Startup Service			
HA114A1#5A0	HPE Startup Entry 300 Series OS SVC		2	
HA114A1#5J0	HPE MSA Family Startup SVC		1	

HPE

Description	Price	Qty	Ext. Price
HPE Technical Installation Startup Service			
HA124A1#5N5 HPE Startup Compute Additional 1 Day SVC		2	
Subtotal:			**$46,224.00**

72292-01

Prepared by:

Philadelphia
David Bird
dbird@integra1.net
484-223-3480 x4005

James Eboch
jeboch@integra1.net
484-223-3480 x2110

Prepared for:

Middle Bucks Institute of Technology
2740 Old York Rd
Jamison, PA 18929
Vincent Loiacono
2153432480 ext. 114
loiaconov@mbit.org

Quote Information:

Quote #: 020346
Version: 2
Delivery Date: 07/20/2020
Expiration Date: 08/31/2020

Quote Summary

Description	Amount
HPE	$46,224.00
Total:	**$46,224.00**

Pricing subject to change without advanced notice from the manufacturer. Leasing rates are subject to final configuration,pricing, and credit approval.
Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by integraONE to be Confidential and Proprietary Information. This includes the description of the materials/products for sale,the prices quoted,and any description of consulting services to be performed by integraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

Ship to Address:

Additional Information:

Philadelphia

Middle Bucks Institute of Technology

Signature: _David Bird_

Name: David Bird

Title: Account Manager

Date: 07/20/2020

Signature: _____

Name: Vincent Loiacono

Date: _____

Advantage Services®

Agreement for MBIT

April 15, 2020

3-2

Advantage Services

Agreement for MBIT

April 15, 2020

Table of Contents

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

_____

1.2 Customer Objectives

MBIT is committed to the highest level of Return on Investment (ROI) of tax payer dollars.   This includes protection of existing assets, as well as, positioning the School to capture energy savings based upon operational improvements.

_____

1.3 Current Situation

The automation system has a verity of controllers, some of which have been retired by the manufacture. The retired controllers should be upgraded in the near future.
- TEC's are retired
- MEC's are retired

The system utilizes the newest Software package Desigo CC.

_____

1.4 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2   Service Solution

Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.

Manage System Operation & Compliance

Services that keep systems performing at their best, as designed and intended to operate, help you achieve:

- Optimized comfort, safety, and security
- Fulfilled regulatory requirements
- Reduced operating risk

Facility Assessment & Planning
In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program

Test & Inspection
Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks

Preventive Services
Services performed on a regular schedule or based on data analytics to verify and improve system state

Documentation Management
Management of critical building system and compliance information with organization and access determined by your needs

Corrective Services
Immediate response to system failures or faults to restore functionality and integrity to desired state

Optimize Performance & Productivity

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Maximized energy efficiency

Optimization Planning
Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies

Predictive Services
Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken

System Improvements & Integration
Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies

Training & Operational Support
Training, coaching, and on-site support to increase staff productivity and knowledge

Managed Services
On-site and/or remote resources monitor system events and alarms and take appropriate action

Protect Lifecycle Investment

Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:

- Extended system life
- Maximized return on investment
- Realized benefits of new technology

Technology Planning
Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments

System Updates / Upgrades
Software upgrades and firmware updates are completed, delivering the most current technology and functionality

System Migration / Modernization
Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels

Retrofits & Extensions
Modifications are made to existing systems to accommodate changes to your facility usage and footprint

New Installation Services
Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance

Performance Reporting • Quality Assurance Meetings

2.1 HVAC CONTROL SERVICES – Automation

2.1.1 Customer Support Services

Operator Coaching

Through our individual Operator Coaching, Siemens will review and reinforce learned skills, helping to lead to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, Siemens can address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will help to promote better utilization of systems and applications implemented in your facility.

Under this Agreement Siemens shall provide informal operator coaching, which will be conducted on normal business days and hours, during scheduled visits.

2.1.2 Technical Support Services

Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day

System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 4 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable Siemens to remotely access your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by you. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency Onsite Response: Billable Service

Emergency Onsite Response is not included within the coverage of this Agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service.

Software Maintenance

Using appropriate tools from Siemens' suite of diagnostic tools, Siemens periodically performs system diagnostics and then takes corrective actions to help to ensure that the Building Automation System is performing at peak efficiency or to Customer requirements. Siemens makes sure that software changes are clear and consistent, address any failed points, points in alarm, points in operator priority and take corrective action. Siemens identifies and corrects software corruption and inconsistencies; eliminates duplicate points, redundant loops and causes of unnecessary traffic; and addresses unresolved points and alarm reporting problems. This will help to ensure that the system operates quickly, accurately and efficiently as originally designed and installed or as determined by current standards or requirements.

Preventive Maintenance

Unitary and Terminal equipment can, by their nature, under-perform due to a number of reasons; mechanical, electrical, control settings, building use and climatic conditions. Through this service, we can pinpoint which systems have possible air flow or temperature control problems. Reports are generated on those terminal equipment controllers, which can then be investigated and resolved. The equipment to be included as part of this service, is listed in the List of Maintained Equipment in this service agreement.

Control Loop Tuning

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens will help to ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. The control loops to be included as part of this service are itemized in the List of Maintained Equipment.

Data Protection & Data Recovery Services

Siemens will perform scheduled database backups of your workstation database and graphics and/or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, Siemens will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The Equipment to be included as part of this service is itemized in the List of Maintained Equipment.

Network Maintenance

Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize, and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance ensures the highest speed of communication and accuracy of control, alarming, and reporting across the facility. Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation. Siemens may also make recommendations on changes to the core network infrastructure if structural limitations are identify during the analysis. The number of networks to be analyzed and the frequency of the service are documented in the List of Maintained Equipment.

Preventive Maintenance

Siemens will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location.

Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will help to extend equipment life, reduce energy consumption, and help to reduce the risk of costly and disruptive breakdowns. The list of field panels and/or devices included under this service is identified in the List of Maintained Equipment.

Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components at an additional cost to the contract amount. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this Agreement is itemized in the List of Maintained Equipment, unless otherwise noted. Items not covered but that Siemens believes should be repaired or replaced will be brought to the Customer's attention.

2.1.3 System Performance Updates & Upgrades

Software Support and Updates

Siemens will provide you with software and documentation updates to your existing Siemens software as they become available (approximately annually). Included is onsite training to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

Upgrades and Updates

During the three-year term of this Service Agreement Siemens will provide the following:

Year	Upgrade	Comments
2020-2021 (year 1)	Desigo Software updates	Keeps the software in the Update program
2021-2022 (year 2)	Desigo Software updates	Keeps the software in the Update program
2022-2023 (year 3)	Desigo Software updates	Keeps the software in the Update program

2.2 Exclusions and Clarifications

a)   Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.

b)   Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

c)   Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control

_____

3   Service Implementation Plan

3.1   HVAC Control Services – Automation On-site Response Time and Call Windows

Emergency Hours of Service	Siemens Services are available 7x24
Response time - onsite for critical components	Next SBT business day
Emergency visits	Billable Service - minimum 4 hour increments
Remote Service Support	Included – Limited to 8hrs per contract year
Software Support and Updates supplied by Siemens	Included, Siemens will provide Software Update installation during a normally scheduled site visit(s). ➢ **Year 1 – Desigo updates as available** ➢ **Year 2 – Desigo updates as available** ➢ **Year 3 – Desigo updates as available**
Scheduled Site visits	Preventative maintenance, scheduling adjustments, operator coaching with limited owner directed activity. Siemens to run the NPDT network tool during the contract period
Operator Coaching	Included during scheduled visits
Software/Integration Support - 3rd party Systems or data transfer quality between Siemens and 3rd party systems	Excluded
R&R Labor	Included during normally scheduled visits.
R&R Material	Billable
Formal Training Classes held at the local Blue Bell Training Center	Excluded: available upon request.
Non Scheduled Site Visits –	Billable with a 4 hour minimum charge
Technology Audit	Billable
Siemens Material Discounts	List – ((50%) – an additional 20%)or List **x** .4 multiplier

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

SIEMENS

Siemens Building Technologies
Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
System Performance Updates	Software Support and Updates	Desigo CC server Update	1			
Services (Times per year): Software Update (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
System Performance Updates	Software Support and Updates	Desigo CC License Update (each)	1			
Services (Times per year): Software Update (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
System 600 ALN	System 600 ALN	PWR MEC 1300F I/O-PB-MDM-FLN-HOA	3			
Services (Times per year): Preventative Maintenance (1) - R & R Labor Only (N/A) - Software Maintenance (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
System 600 MLN	System 600 MLN	Apg Svr-Standalone, NT/DB	1			
Services (Times per year): R & R Labor Only (N/A) - Software Maintenance (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Control Systems - Summary Level	Network Maintenance	Automation Network Maint (MLN)	1			
Services (Times per year): Network Maintenance (1)						

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Control Systems - Summary Level	Network Maintenance	NPDT - P2 - ALN	1			

Services (Times per year): Network Maintenance (1)						

Control Systems - Summary Level	Data Protection & Data Recovery	Desigo CCB/U on-site	2			
Services (Times per year): Data Protection & Recovery Services (2)						

Control Systems - Summary Level	Data Protection & Data Recovery	Panel B/U on-site	2			
Services (Times per year): Data Protection & Recovery Services (4)						

System 600 FLN	System 600 FLN	TEC - Electronic Outputs using CAP	108			
Services (Times per year): Controller Analysis Program (1) - R & R Labor Only (N/A)						

System 600 FLN	System 600 FLN	MEC Point Block/Expansion Mod.	23			
Services (Times per year): Preventative Maintenance (1) - R & R Labor Only (N/A)						

System 600 FLN	System 600 FLN	Unitary/PXC Controller, 24 Points	5			
Services (Times per year): Preventative Maintenance (1) - R & R Labor Only (N/A)						

Control Systems - Summary Level	Control Loop Tuning	Periodic Loop Tuning	12			
Services (Times per year): Control Loop Tuning (1)						

3.3 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Patrick Downs - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Thomas Weiss - Client Service Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

John Kane - Primary Service Specialist is responsible for performing the ongoing service of your system.

TBD - Secondary Service Specialist or Service Mechanic who will be familiarized with your building systems to provide in-depth backup coverage.

Michael Chemnitz - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Service Coordinator (215-654-8040) is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Melanie Krause - Service Administrator is responsible for all service invoicing including both service agreement and service projects.

4   Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.   MBIT
1450 Union Meeting Road   2740 Old York Road
Blue Bell, PA 19422   Jamison, PA 18929
Patrick Downs   Richard Hansen
(215) 570-9874   (215) 491-2694

Services shall be provided at 2740 Old York Road, Jamison, PA 18929.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 04/15/2020 and the attached terms and conditions.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 3 Years beginning 06/01/2020. After the expiration of the Initial Term, the scope and pricing of the contract shall be renegotiated.

Initial Term Investments:
Year 1   06/01/2020 to 05/31/2021 $28,800.00 annually   paid annually in advance
Year 2   06/01/2021 to 05/31/2022 $29,952.00 annually   paid annually in advance
Year 3   06/01/2022 to 05/31/2023 $31,160.00 annually   paid annually in advance

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 60 days.

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

Proposal accepted by: Proposal submitted by:
Richard Hansen   Patrick Downs
Facility Manager   Sales Executive
MBIT   Siemens Industry, Inc.

_____   _____
Signature   Date   Signature   Date

P.O.#_____   Signing Manager Name

☐   Customer purchase order included as an attachment to this
      agreement and will be referenced on invoices.   Signing Manager Title
Or
☐   Customer purchase order not required. Invoices will be
      approved and processed with signature of authorized   _____
      customer representative.   Signature   Date

4.2 Terms And Conditions

STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES

1.   APPLICABLE TERMS. This Agreement governs the sale and performance of services provided by Siemens ("Services"). The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2.   PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order; or if neither (i) nor (ii) apply, then Siemens' standard rates in effect when the Services are performed.

(a) Payment - Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Credit Approval - All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services.

(c) Taxes - Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties or other government charges related to the Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments– Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right - Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

3.   **RISK OF LOSS AND SCHEDULE.** Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

4.   CANCELLATION.   Except for Siemens right to terminate in accordance with Article 2 and Article 4, this Agreement is non-cancellable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written notice of its intent to cancel the Agreement. Either party may terminate this Agreement for material breach of the other

party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach..

5.   FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

6.   BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement.   These obligations include the Buyer supplying all necessary access to Equipment, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services.

7.   INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

8.   WARRANTY. (a) Siemens warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Article 8(a) within the Warranty Period defined in the attached Addendum A, and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty Period, Siemens shall at its own expense re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services (the "Warranty").

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment" other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Services; (iv) Buyer discontinuing

use of the Equipment after it has, or should have had knowledge of any defect in the Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services.; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

 (c) Exclusions from Warranty Coverage. The Warranties do not apply to any Third Party Parts or Equipment or to services not performed by Siemens pursuant to this Agreement.   Siemens will have no liability to Buyer under any legal theory for such Third Party Parts, Equipment, services or any related assignment of warranties.

(d) Warranty Notice. Buyer must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Siemens factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 8(b) or from their deteriorated condition.

(f) THE WARRANTIES IN THIS ARTICLE 8 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 9 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

9.   LIMITATION OF LIABILITY.   NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 9 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 8, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

10.   INTELLECTUAL PROPERTY.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Siemens will have no duty or obligation under this Article 10 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 10.

THIS ARTICLE 10 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

11.   CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Services performed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of

confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

12. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations.

13. **CHANGES IN SERVICES**. No change will be made to the scope of Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

14. **NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

15. **MODIFICATION OF TERMS.** These terms may only be modified by a written instrument signed by authorized representatives of both parties.

16. **ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

17. **APPLICABLE LAW AND JURISDICTION.** This Agreement is are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

18. **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

19.   EXPORT/IMPORT COMPLIANCE. Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

20.   NUCLEAR. In the event the Services provided under the Agreement are to be performed at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A.   Buyer's Insurance

(1) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(2) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B.   Waivers by Buyer: Neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C.   Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

D.   Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

21.   SURVIVAL. The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity", "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

22.   SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

23.   ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

24.   ASBESTOS

The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(1)   The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2)   Prior to Siemens' commencement of Services at any Site:

(a)   The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(b)   The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 24. Without limiting its other rights and remedies, Siemens (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 24, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(3)   In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(4)   Siemens makes no representation that it is licensed to abate ACM.

(5)   Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

25.   THIRD PARTY PARTS

Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

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Siemens Standard Terms and Conditions of Sale for Services
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SIEMENS STANDARD TERMS AND CONDITIONS
Standard Terms Addendum for Online Data Backup & Protection Services

The terms and conditions of this Addendum for Online Data Backup & Protection Services are applicable only to the Online Data Backup & Protection Services identified in the Proposal ("ODB&P") and supplements the Standard Terms and Conditions with the following seven (7) paragraphs:

ODB&P 1. "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Buyer's automation control, fire and life safety, and/or security systems.

ODB&P 2. "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

ODB&P 3. Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties.

ODB&P 4. Buyer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control, fire and life safety, and/or security systems for electronic storage of any Personally Identifiable Information.

ODB&P 5. SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH ODB&P 4.

ODB&P 6. Buyer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph ODB&P 4.

ODB&P 7. Buyer acknowledges that all Facilities Data is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner; *provided that*, such use does not identify Buyer or the location(s) of the Site or Sites to which Facilities Data pertains.

SIEMENS STANDARD TERMS AND CONDITIONS
Standard Terms Addendum for Software License/Warranty Addendum

The terms and conditions of this Software License/Warranty Addendum ("Addendum") govern Licensee's license to Software furnished by Siemens in conjunction with the sale of Products or Services under the terms and conditions of a Sales Agreement.

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1.1   Licensee shall comply with the terms of this Addendum and the Exhibits hereto in addition to the terms of the Sales Agreement, which terms and conditions shall also apply to Software licensed under this Addendum. In the event of inconsistency between or among these provisions, the following order of precedence shall govern: 1) Exhibits to this Addendum; 2) This Addendum; and, 3) The Sales Agreement. For the avoidance of doubt, if provisions of this Addendum expand the scope of any provision of the Sales Agreement, but without contradicting it, then the provision shall apply to the Software licensed under this Addendum as augmented by this Addendum.

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(d)   Data Protection. Licensee represents and warrants that it is in compliance with all applicable data protection laws and that it has obtained all necessary consents as required by applicable law in respect of personal data Licensee transfers or makes available to Siemens for processing in the course of this Addendum or any related maintenance and/or support services and will indemnify Siemens in respect of all costs, claims, liabilities and demands incurred by Siemens in respect of any breach of this warranty.

(e)   Survival of Confidentiality Obligations. This Article 4.5 will survive the expiration or termination of this Addendum or Sales Agreement for any reason.

4.6   **Audits.** Licensee will at all times maintain records specifically identifying the Software licensed under this Addendum, the location of each copy thereof, and the location and identity of the workstations and servers on which the Software is installed. Siemens may, during regular business hours and upon reasonable advance notice, conduct an audit to determine Licensee's compliance with the terms and conditions of this Addendum. Licensee will permit Siemens or its authorized agents to access Licensee's facilities, workstations and servers and otherwise cooperate fully with Siemens in any such investigation and will take all commercially reasonable actions to assist Siemens in accurately determining Licensee's compliance with the terms and conditions of this Addendum. Siemens and its authorized agents will comply with Licensee's reasonable security regulations while on Licensee's premises.

4.7   **Assignment.** Neither party may assign all or part of this Addendum, or any rights or obligations under this Addendum without the prior written consent of the other; but, either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary, or affiliate or affiliates successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Licensee shall not assign this Addendum to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Licensee's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Addendum and/or assign proceeds of this Addendum without Licensee's consent.

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4.8 **Feedback**. To the extent that Licensee gives feedback on the Software to Siemens or its subcontractors, Licensee hereby assigns to Siemens all rights to such feedback (including any suggestions, enhancement requests, recommendations or other feedback) provided by the Licensee and its Authorized Users of the Software and shall treat such feedback as Confidential Information of Siemens in accordance with the obligations set forth herein. Licensee further agrees to ensure that it obtains such rights to Feedback from the Authorized Users and to provide Siemens all reasonable assistance necessary to perfect any intellectual property rights resulting from any feedback

4.9 **Relationship of the Parties**. For all purposes, Licensor and Licensee will be deemed to be independent contractors and nothing contained herein will be deemed to constitute a joint venture, partnership, employer-employee relationship or other agency relationship. Neither party is, nor will either party hold itself out to be, vested with any power or right to contractually bind or act on behalf of the other party.

Exhibit A to Software License/Warranty Addendum

Siemens' Building Technologies Division ("Siemens BT")
Product Specific Terms

The standard terms and conditions that govern the license of software furnished by Siemens, including Siemens BT software, to Licensee are set forth in a standalone license agreement or a license addendum to a sales agreement for products and services agreed to by the parties (referred to herein as the "Agreement").

    I.   SII BT Software Specific Terms

The following product specific terms and conditions are specific to Siemens BT software that is deliverable under the Agreement ("Siemens BT Software Specific Terms"): Licensee agrees to take delivery of such Siemens BT software subject to (i) any applicable Siemens BT end-user license agreement (EULA) and third party license (including any OSS license) accompanying such Siemens BT software, or (ii) if no EULA or third party license accompanies such Siemens BT software, the EULA posted at www.usa.siemens.com/btcpseula (Siemens BT's EULA web site) for such Siemens BT software. Notwithstanding the foregoing, in the event of any inconsistency between the terms of the Agreement and the EULA for such Siemens BT software, the terms of the Agreement shall govern over the EULA except for the use and metric restrictions set forth in the EULA for such Siemens BT software shall take precedence and supersede the terms of the Agreement. The Licensee may state an objection to any terms of an applicable EULA prior to issuance of a purchase order or execution of an applicable SOW for such Siemens BT software; however, for such objection to stand it shall be subject to Siemens written acceptance of the same.

    II.   Siemens BT BACnet Field Panel Web Server Solution Specific Terms

The product specific terms and conditions set for in this section are specific to Siemens BT's BACnet Field Panel Web Server Solution Software and and not to any other software offered by Siemens BT. These terms are additional to the terms in the Agreement and the Siemens BT Software Specific Terms. To the extent that these terms are in conflict with the terms of the Agreement or the Siemens BT Software Specific Terms, these terms will take precedence and supersede the terms of the Agreement and the Siemens BT Software Specific Terms with respect to Siemens BT's Field Panel Web Server Solution Software.

Software as defined in the Agreement and with respect to this Section shall mean Siemens BT's Field Panel Web Server Solution Software, which includes Siemens' BACnet Field Panel Web Client Application (also referenced in related Documentation as "Field Panel Web UI"), Field Panel Web Server Software (also referenced in related Documentation as "BACnet Field Panel Web Server" and "Field Panel Web Server), Data Exchange Protocol and Data Exchange Software in any release of the foregoing.

The Software is provided as embedded software in a Siemens' field panel controller ("Field Panel") having a part number prefix PXC00-*.*, PXC100-*.*, PXC36-*.*, TC1000-*.* or TC36-*.* (where "*" denotes remaining part number variations)

The Software may only be accessed by Licensee via the BACnet Field Panel Web Client Application that may be uploaded to a single computer.

Siemens Standard Terms and Conditions
BT: Siemens Software License/Warranty Addendum
Version 1.3 (2016)   Department: Legal   Page **8** of **8**

Unrestricted Siemens Industry, Inc.   4/27/2020   Page 32
Building Technologies Division

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Appendix A.   Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices.   Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Please note: Rates shown are subject to change.

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

2020 Rates

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Project Manager	$213.00	$213.00	$213.00
Automation/Design Engineer	$179.00	$179.00	$179.00
Automation Specialist	$175.00	$263.00	$350.00
Service Mechanic	$174.00	$261.00	$348.00
Electrical Services Technician	$207.00	$311.00	$414.00

Minimum Charges:
• **Non-Contract Customers**
Minimum (2) hour charge for remote services and (4) hour charge for on-site services
• **Contract Customers**
Minimum (1) hour charge for remote services and (2) hour charge for on-site services
All on-site services will incur a $95 truck charge per visit
Rates subject to change without notice.

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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN

Middle Bucks Institute of Technology

and

Central Bucks School District, Centennial School District, Council Rock School District, and New Hope/Solebury School District

November 16, 2020

I.   Joint Statement of Concern

 A. Parties

    The Parties to this Agreement are the Middle Bucks Institute of Technology (MBIT) and its Sending Districts (SDs), the Central Bucks School District, Centennial School District, Council Rock School District and New Hope/Solebury School District, which said Agreement is intended to commit the Parties to adhere to the policies and procedures set forth in this Memorandum of Understanding.

 B. It is the purpose of this Memorandum to foster a relationship of cooperation, mutual support and the sharing of information and resources between the parties hereto as they work together to fulfill the SD's and MBIT's responsibilities under special education law and to foster the achievement of eligible students at MBIT with Individualized Education Programs (IEPs).

 C. The purpose of this Memorandum is to establish procedures to be followed in the listed areas related to the education of eligible students with IEPS:

    1. Admissions/Eligibility Standards
    2. IEP Participation, Process and Scheduling
    3. Implementation of IEPS and Staffing/Provision of IEP services
    4. Collaboration/Cooperation of Special Education and Administrators Between Entities

Page 1 of 9

5. Necessary meetings of staff
6. Student Disciplinary procedures
7. IEP Progress/Compliance Monitoring
8. Necessary training

II.   Admissions/Eligibility

A. MBIT shall write and provide to the SD a nondiscriminatory admissions policy, which shall include a classroom profile for each career and technical program to enable the IEP team to predict a student's success in a given program based on the student's ability to benefit from that program consistent with his/her transition plan.

B. The student services of the SD or MBIT shall make available to all interested students, by appointment, interest inventories, career surveys, and vocational assessments if a student expresses an interest in enrollment at MBIT.

C. The SD in cooperation with MBIT will make parents/students aware of the open house opportunities and will provide parents MBIT contact information if requested. This will allow interested students and their parents to ask questions and schedule a visit.

III.   IEP Process

A. The SD shall provide timely notice of the IEP meeting so that MBIT may participate as a member of the IEP team.

B. If requested by MBIT, the SD case manager and a representative of MBIT shall meet to discuss barriers to curriculum, access in the particular lab or subject matter and discrepancies between the student's present levels, needs, postsecondary goals and the task/competencies in MBIT program.

C. As part of the pre-meeting, the SD will review the Specially Designed Instructions (SDIs) that are necessary to address student needs and transition goals.

D. As part of the pre-meeting, MBIT will outline the coaching and training a particular teacher may need to implement the IEP with assistance from the SD as necessary.

IV.   IEP Implementation

A.   Special Education Staffing

1. The staff of special education services of the SD shall be defined by the sending districts.

2. The staff of special education services of MBIT shall be comprised of the following positions: special needs coordinators and instructional assistants.

B.   Implementation of IEP

The special needs coordinators of MBIT shall notify the case manager, and/or Special Education Supervisor if necessary, the SD of the student's lack of meaningful progress toward IEP goals, excessive disciplinary referrals, and excessive absences in order to develop a joint plan of action or to reconvene the IEP team.

C.   Communication of Monitoring

Any changes or concerns related to an eligible student with an IEP, including disciplinary actions, poor attendance, problems with implementing the IEP, lack of progress, shall be communicated in writing to the other school entity. An IEP meeting with representatives from both entities will be held.

V.   Discipline

A. The discipline of any student with an IEP shall be managed by the principal of MBIT or the principal of the sending school where the incident took place.

B. The other non-responsible entity will be timely notified of the manifestation review meeting and shall have the opportunity to send a team member.

C. In appropriate cases, if the IEP team is convened to revise the behavioral plan, MBIT will be timely notified so that a CTC educator/special needs coordinator will be present.

VI. Training

A. MBIT and the SDs shall be responsible for the training of the necessary personnel to meet the needs of all special education students.

VII. General Provisions

A. This Memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other persons or entities.

B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.

C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.

D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

E. The purpose of this memorandum is to establish procedures and policies, the object of which is to provide an education to the student that is in conformity with his/her IEP.

F. This agreement does not supersede the Memorandum of Understanding for Legal Services between Middle Bucks and the Sending School Districts.

AND NOW, this **16th** day of **November, 2020**, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

_____   _____
Dr. Robert Fraser   **Ms. Kathryn Strouse**
MBIT Superintendent of Record   **MBIT Administrative Director**

AND NOW, this **16th** day of **November, 2020**, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

_____
Ms. Melissa Bolden
Centennial School District

AND NOW, this **16th** day of **November, 2020**, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

_____
Ms. Allison Kuchler
Central Bucks School District

AND NOW, this **16th** day of **November, 2020**, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

_____
Dr. Charles Lambert
Council Rock District School

AND NOW, this **16th** day of **November, 2020**, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

_____
Ms. Alyssa Marton
New Hope/Solebury School District

Goals and Objectives 2020-2021

Middle Bucks Institute of Technology's purpose is to provide rigorous and integrated educational experiences required for higher education or work. In support of our purpose and mission statement to *Prepare Tomorrow's Workforce Today*, the Executive Council will be asked to approve the goals and objectives outlined below for the 2020-2021 school year.

Goal: Enhance student achievement.

Action Plan	Implementation Responsibility	Assessment measure
Create the 2021-2024 PDE Comprehensive Plan.	Director	PDE Comprehensive Plan approved by Executive Council and PDE
Participate in PDE Technical Assistance Program (TAP) • NOCTI Pre-testing • MAX Teaching	Assistant Director CTE Supervisor	NOCTI Test scores Perkins Performance Indicators
Implement Guides4Learning Learning Management System	Director Assistant Director	Learning Guides, Lesson Plans

Goal: Foster enhanced Professional Development.

Action Plan	Implementation Responsibility	Assessment measure
Implement a Curriculum and Assessment Committee.	Director	Committee meeting minutes
Implement 2020-2021 Professional Development Plan.	Assistant Director	In-service activities and agenda
Provide support and mentoring to the new Teachers.	Director Assistant Director	Monthly Lunch & Learn meetings, New Teacher Orientation, New Teacher Induction, PDE certification

Goal: Establish a system that fully ensures students who are academically at risk are supported.

Action Plan	Implementation Responsibility	Assessment measure
Continue establishing uniform criteria for assessing students that links to the Program of Study.	Director Assistant Director	PowerSchool Grade book Report Cards Mastery Reports
Utilize Guides4Learning to authenticate mastery of skills and accommodations as required by Perkins V.	Director Assistant Director	Guides4Learning PA Common Core Standards IEP accommodation documentation

Goal: Successful student recruitment.

Action Plan	Implementation Responsibility	Assessment measure
Modify MBIT Marketing Plan to align with social distancing guidelines.	Director	Secondary Enrollment Non-traditional Enrollment

Goal: Enhance School Security in accordance with PDE Safe Schools' Guidelines.

Action Plan	Implementation Responsibility	Assessment measure
Create and implement the MBIT Health & Safety Plan	Director All Staff	MBIT Health & Safety Plan approved and implemented
Apply for PCCD Safety Grant.	Director	PCCD Safety Grant

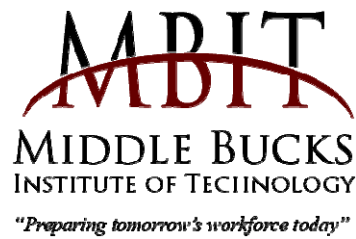**Goal: Foster Positive Communications that Promote Student Successes.**

Action Plan	Implementation Responsibility	Assessment measure
Provide communication to all stakeholders through School Alert notification system, MBIT website, social media and digital newsletter.	Director	Social Media Tracking Report

Goal: Develop a plan to improve school operations.

Action Plan	Implementation Responsibility	Assessment measure
Secure funding source to replace the failing roof.	Director Business Manager	Roof replaced; funding source identified.
Complete identified building renovations: • Create an Isolation Room • Modify all lab areas to support social distancing guidelines • Expand ERT classroom • Install glass partition in Main Office • Install tile backsplash in Cosmetology lab •	Director of Facility Operations Facility Manager Business Manager	Complete renovation projects

Goal: Explore, identify and select the infrastructure and software to implement and support facilities and school initiatives.

Action Plan	Implementation Responsibility	Assessment measure
Continue implementing the Technology plan by increasing laptops for each program as a step toward increasing mobility in the classroom.	Director of Facility Operations	Laptops and carts for identified programs
Relocate PowerSchool to the CLIU Cloud	Director of Facility Operations	PowerSchool on CLIU Cloud
Relocate Infinite Visions & TimeClock Plus to the Cloud	Director of Facility Operations	TimeClock Plus on Cloud

MBIT
MIDDLE BUCKS
INSTITUTE OF TECHNOLOGY

"Preparing tomorrow's workforce today"

Middle Bucks Institute of Technology

Refinancing Discussion
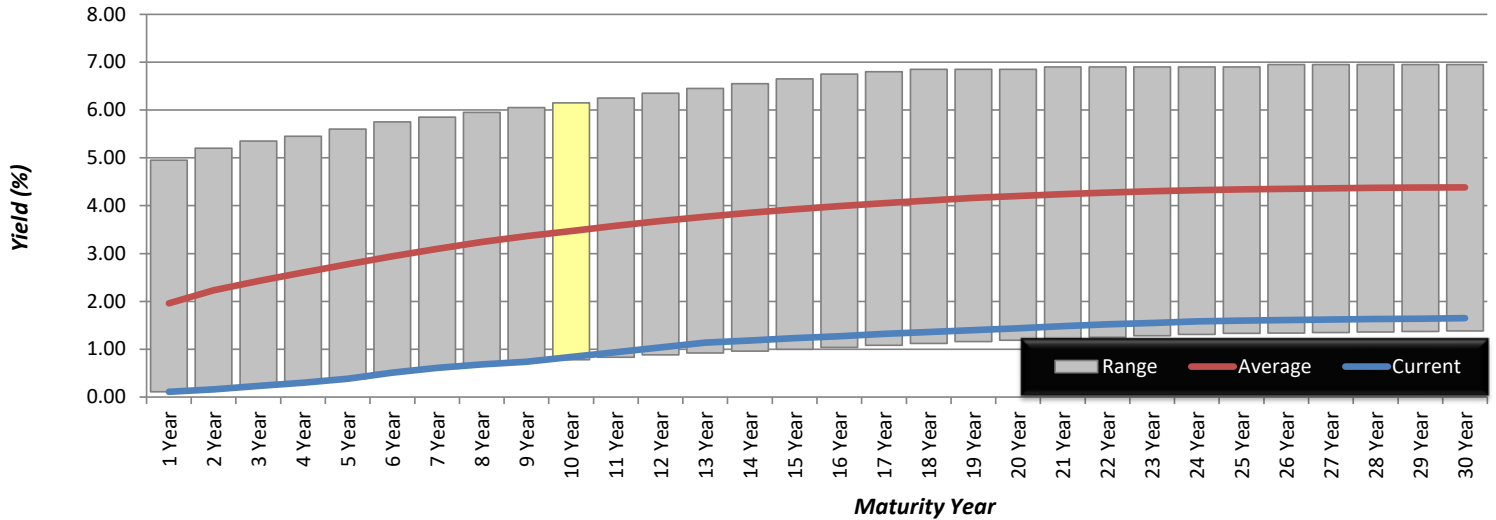
June 2, 2020

Prepared by:
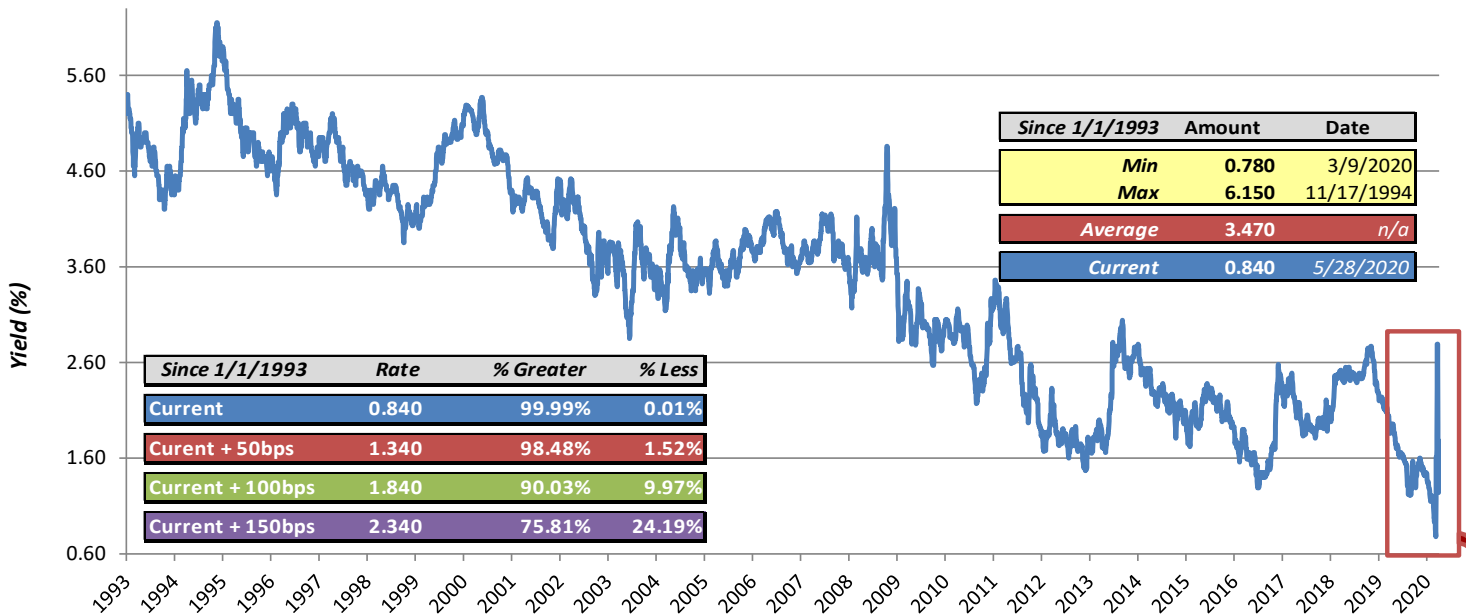**Brad Remig**
Managing Director
&
Garrett Moore
Senior Analyst

pfm

PFM Financial Advisors LLC
213 Market Street
Harrisburg, PA 17101
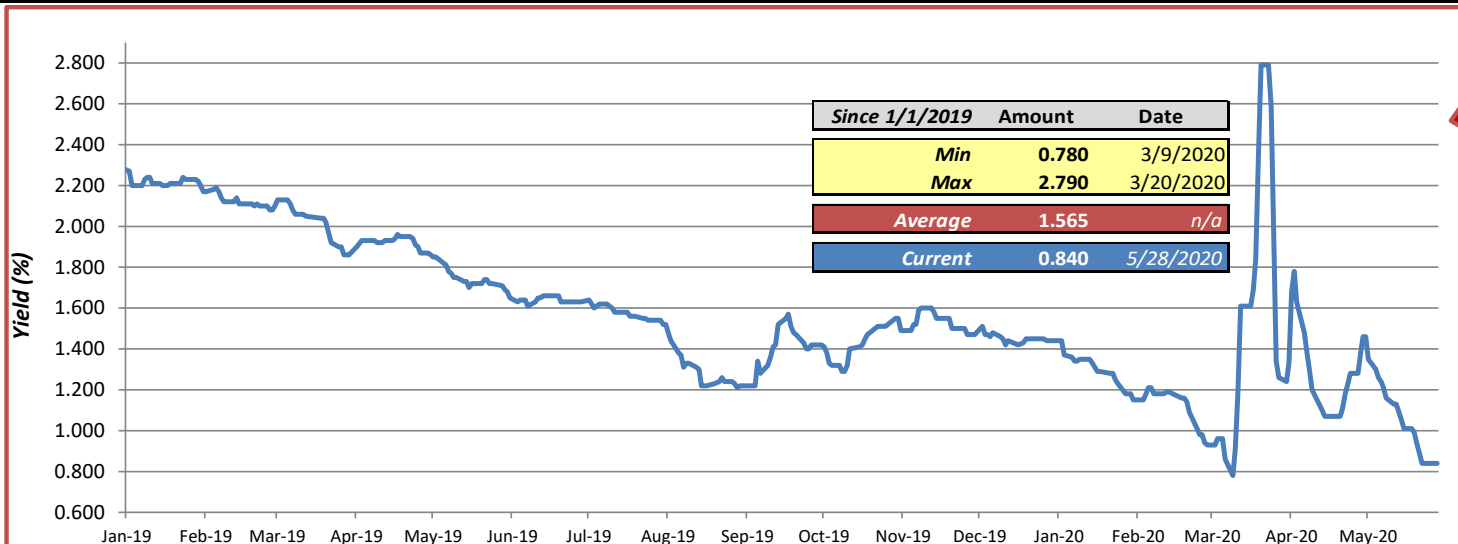717.232.2723 (P)
171.232.8610 (F)
www.pfm.com

MUNICIPAL MARKET UPDATE

May 28, 2020

HISTORICAL MMD CURVE ILLUSTRATION - SINCE JANUARY 1, 1993

SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 1993

Since 1/1/1993	Amount	Date
Min	**0.780**	3/9/2020
Max	**6.150**	11/17/1994
Average	3.470	*n/a*
Current	0.840	*5/28/2020*

Since 1/1/1993	Rate	% Greater	% Less
Current	0.840	99.99%	0.01%
Current + 50bps	1.340	98.48%	1.52%
Current + 100bps	1.840	90.03%	9.97%
Current + 150bps	2.340	75.81%	24.19%

SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 2019

Since 1/1/2019	Amount	Date
Min	**0.780**	3/9/2020
Max	**2.790**	3/20/2020
Average	1.565	*n/a*
Current	0.840	*5/28/2020*

6-2

Debt Service Requirements

1	2	3	4
Fiscal	Revenue Bonds	G.O. Bonds	Total
Year	Series of	Series of	Debt
Ended	2014	2015	Service
6/30/2020	408,978	1,046,219	1,455,196
6/30/2021	416,378	1,043,419	1,459,796
6/30/2022	413,368	1,049,219	1,462,586
6/30/2023	1,280,008	178,719	1,458,726
6/30/2024	1,458,748		1,458,748
6/30/2025	1,460,335		1,460,335
6/30/2026	1,459,085		1,459,085
6/30/2027	1,459,893		1,459,893
6/30/2028	1,458,155		1,458,155
6/30/2029	1,463,110		1,463,110
6/30/2030			
TOTAL	11,278,055	3,317,575	14,595,630
Principal *:	9,275,000	3,125,000	12,400,000

Call Date:	8/15/2019	2/15/2021
Purpose:	Adv Ref 2006, New Money	Cur Ref 2006 & Cur Ref 2003 & New Money

* Outstanding as of October 3, 2019

MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY
SUMMARY OF REFINANCING
ESTIMATED - For Illustrative Purposes

ATTACHMENT 6

1

	OPTION 1
Principal	$9,005,000
Settlement	October, 2020
Savings Structure	Level
Estimated Savings ($)	$502,755
Estimated Savings (%)	5.50%

2	3	4	5	6	7

Fiscal Year Ending	Existing Debt Service	LESS Refunded Debt Service	Series of 2020 Debt Service [1]	TOTAL Ending Debt Service	Estimated Annual Savings
6/30/2019	411,578			411,578	
6/30/2020	408,978			408,978	
6/30/2021	416,378	278,189	219,983	358,172	58,205
6/30/2022	413,368	413,368	358,550	358,550	54,818
6/30/2023	1,280,008	1,280,008	1,221,150	1,221,150	58,858
6/30/2024	1,458,748	1,458,748	1,401,450	1,401,450	57,298
6/30/2025	1,460,335	1,460,335	1,404,050	1,404,050	56,285
6/30/2026	1,459,085	1,459,085	1,404,650	1,404,650	54,435
6/30/2027	1,459,893	1,459,893	1,406,100	1,406,100	53,793
6/30/2028	1,458,155	1,458,155	1,404,600	1,404,600	53,555
6/30/2029	1,463,110	1,463,110	1,407,600	1,407,600	55,510
6/30/2030					
TOTAL	**11,689,633**	**10,730,889**	**10,228,133**	**11,186,877**	**502,755**

[1] Estimated based on current market rates. Actual rates to be determined at time of pricing.

pfm

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2020 BONDS

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY
BUCKS COUNTY, PENNSYLVANIA

A RESOLUTION

OF THE EXECUTIVE COUNCIL OF THE MIDDLE BUCKS INSTITUTE OF TECHNOLOGY AUTHORIZING THE EXECUTION OF A FOURTH SUPPLEMENTAL LEASE AGREEMENT WITH THE MIDDLE BUCKS AREA VOCATIONAL TECHNICAL SCHOOL AUTHORITY ("AUTHORITY") IN ORDER TO PROVIDE FOR LEASE RENTAL PAYMENTS TO AMORTIZE A NEW SERIES OF BONDS TO REFUND THE REMAINING PORTION OF THE AUTHORITY'S PRESENTLY OUTSTANDING REVENUE BONDS, SERIES OF 2014 ("REFUNDING PROGRAM") AND TO FUND A CAPITAL IMPROVEMENTS PROJECT, AUTHORIZING THE CONTINUING DISCLOSURE AGREEMENT IN COMPLIANCE WITH THE REQUIREMENTS OF THE SECURITIES EXCHANGE COMMISSION; AUTHORIZING CLOSING CERTIFICATIONS AND OTHER DOCUMENTATION TO CARRY OUT THE REFUNDING PROGRAM AND PROJECT; AUTHORIZING APPROPRIATE OFFICERS OF THE MIDDLE BUCKS INSTITUTE OF TECHNOLOGY TO EXECUTE ANY AND ALL NECESSARY DOCUMENTATION.

WHEREAS, MIDDLE BUCKS INSTITUTE OF TECHNOLOGY (formerly Middle Bucks Area Vocational-Technical School), ("MBIT"), a vocational school created under the Act of March 10, 1949, P.L. 30, Art. XVIII, 24 P.S. 18-1801, et seq., by certain participating school districts, namely, the Centennial School District, the Central Bucks School District, the Council Rock School District, and the New Hope-Solebury School District (the "Participating Districts" or "School Districts"); and

WHEREAS, the Middle Bucks Area Vocational-Technical School Authority (the "Authority"), is a municipal authority organized and existing pursuant to the Pennsylvania Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, 53 P.S. 301, as amended, and;

{00785877}

WHEREAS, at the request of the School Districts and the Vo-Tech Board, the Authority has previously undertaken as projects the design, financing, constructing and equipping of the area vocational-technical school building and facility ("School Facilities") on a site located in Warwick Township, Bucks County, Pennsylvania (the "Property" or "Leased Property"); and

WHEREAS, the Authority is record title owner of the School Facilities, including the tract of land and improvements thereon from which the Middle Bucks Institute of Technology ("MBIT") conducts its education programs; and

WHEREAS, previously in order to provide the funds for a capital improvements project ("1998 Capital Improvements Project"), the Authority issued a series of Bonds, its Middle Bucks Area Vocational School Authority Bonds, Series of 1998 (the "1998 Bonds"), in the aggregate principal amount of $3,980,000, for purposes of funding the 1998 Capital Improvements Project under a prior indenture ("Prior Indenture"); and

WHEREAS, thereafter, in order to achieve a savings in debt service for the 1998 Bonds, the Vo-Tech Board and School Districts authorized the refunding of the 1998 Bonds and the Authority issued its Middle Bucks Vocational Technical School Authority Revenue Bonds Series of 2003 ("2003 Bonds") in the aggregate principal amount of $3,525,000 under a trust indenture dated June 1, 2003 (the "Indenture") between the Authority and Harleysville National Bank and Trust Company ("Indenture Trustee"). Harleysville National Bank and Trust Company merged with and became First Niagara Bank of Pennsylvania. On August 1, 2011 Univest Bank and Trust Company of Souderton, Pennsylvania succeeded First Niagara Bank of Pennsylvania as Trustee; and

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2

WHEREAS, to secure payment on the 2003 Bonds, the Leased Property was leased by the Authority to MBIT by means of a lease agreement ("Lease"). Pursuant to that Lease, MBIT is obligated to make rental payments (as defined in the Lease) to the Authority in the amounts and at the times set forth therein, which amounts will be sufficient for the payment by the Authority of the principal of and interest on the 2003 Bonds as and when due. The Authority assigned all of its right, title, and interest under the Lease (except certain rights of indemnity) hereunder to the Indenture Trustee as security for the payment of the principal of and interest on the 2003 Bonds; and

WHEREAS, thereafter, the Vo-Tech Board and the Boards of School Directors of the School Districts determined that (a) the School Facilities was in need of further improvements, renovations, modernization, upgrading, and new equipment and accordingly have determined to carry out the planning, designing, acquiring, constructing, equipping and furnishing additional school buildings or facilities; or the planning and designing of alterations, additions and renovations or improvements to existing school buildings and facilities; or acquiring related land, fixtures, furnishings or equipment for school purposes and other capital projects (the "2006 Project"); and authorized and directed the Area Vocational Technical School Joint Operating Committee (the "Executive Council"), the committee established by the Vo-Tech Board for the management of the School Facilities, to proceed with the 2006 Project; (c) and requested the Authority to undertake the 2006 Project, and to approve the same as a project of the Authority, funded by lease revenue bonds issued by the Authority in the original aggregate principal amount of $16,500,000, designated Middle Bucks Area Vocational-Technical School Authority Guaranteed Lease Revenue Bonds (Middle Bucks Institute of Technology), Series of 2006 (the "2006 Bonds"); and

{00785877}

3

WHEREAS, in order to provide the funds for the payment of the 2006 Project, the Authority determined to issue Additional Bonds as defined, and in the manner permissible, under the Indenture in the aggregate principal amount of $16,500,000, under a supplemental trust indenture dated as of April 1, 2006 (the "Supplemental Indenture"), between Authority and the Indenture Trustee; and

WHEREAS, pursuant to the Indenture upon the issuance of Additional Bonds a supplemental lease was duly executed and delivered by the Authority and MBIT together with an assignment by the Authority thereof and of the additional amounts payable by MBIT thereunder to the Indenture Trustee which shall require MBIT to pay to the Authority or its assigns, specified amounts which together with the remaining amounts payable at the time under the lease and any other supplemental lease or an additional lease then in effect, shall be sufficient during the term of such supplemental lease then in effect, to pay: (i) in each fiscal year following the date of such additional bonds, the then estimated annual administration expenses; and (ii) in each fiscal year following the date of such additional bonds, an amount equal to the debt service requirements on all such bonds as they become due in each such fiscal year, excluding such debt service requirements as may be capitalized and paid from proceeds of additional bonds, plus any additional amounts required to be transferred to any fund under the terms of a Supplemental Indenture; and

WHEREAS, the Authority assigned all of its rights hereunder, except its right to receive notification and fees and its right to indemnification by MBIT, to the Indenture Trustee as security for the 2006 Bonds; and

WHEREAS, the Authority, as lessor, leased the Property and the School Facilities to the Vo-Tech Board (the "Lessee"), as lessee, under a Supplemental Lease dated as of April 1, 2006, under which (a) the Vo-Tech Board operates and maintains the School Facilities and (b) pays to the

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Authority Lease Rentals for the use of the School Facilities in amounts calculated to be sufficient to provide for the payment of the principal and interest as due on the 2006 Bonds, the Lease Rentals to be assigned to the Trustee under the Supplemental Indenture to provide for and secure the payment of the Bonds under the Supplemental Indenture. Each of the School Districts will be obligated to pay an allocated portion of the Lease Rentals to the Vo-Tech Board under provisions as determined in accordance with the terms of the Articles of Agreement pertaining to capital expenditures; and

WHEREAS, the net proceeds of the 2006 Bonds, as provided and directed in the supplemental lease, and as "Rent" thereunder, was made available by the Authority to MBIT and applied by the Authority, upon the direction of MBIT, to the payment of the costs of the 2006 Project; and

WHEREAS, thereafter, in order to fund certain capital projects (the "2014 Project") and to achieve a savings in debt service for the 2006 Bonds, the Vo-Tech Board and School Districts authorized the refunding of a portion of the 2006 Bonds and the Authority issued its Middle Bucks Vocational Technical School Authority Revenue Bonds Series of 2014 ("2014 Bonds") in the aggregate principal amount of $9,995,000 under a supplemental trust indenture dated June 3, 2014 (the "Second Supplemental Indenture") between the Authority and the Indenture Trustee, and a Second Supplemental Lease between the Authority and MBIT to secure for payment of the 2014 Bonds all in the manner prescribed in the Indenture; and

WHEREAS, thereafter, in order to fund certain capital projects (the "2015 Project") and to refund the remaining outstanding 2006 Bonds and the remaining outstanding 2003 Bonds and achieve a debt service savings thereby; the Executive Council authorized the issuance of Middle

Bucks Area Vocational Technical School Authority's School Lease Revenue Bonds, Series of 2015 (the "2015 Bonds") in the aggregate principal amount of $6,345,000; and

WHEREAS, currently available interest rates have made it possible to refund the remaining outstanding 2014 Bonds and achieve a debt service savings thereby; and the Executive Council is desirous to secure such a savings. The refunding of the 2014 Bonds is hereinafter defined as the "Refunding Program"; and

WHEREAS, the School Facilities are in need of further improvements, renovations and upgrades to its roof, concrete walkways and other capital projects ("2020 Capital Improvements Project" or "2020 Project"), and the Executive Council wishes to fund the 2020 Project; and

WHEREAS, the Authority has received a financing study ("Financing Study") from PFM Financial Advisors LLC ("Financial Advisor") with reference to the issuance of the Authority's Revenue Bonds, Series of 2020 ("Bonds" or "2020 Bonds") in the maximum aggregate principal amount of $10,500,000, the net proceeds thereof to be utilized pursuant to the Refunding Program to pay the principal at an interest to redemption on the 2014 Bonds on the appropriate redemption date and to fund the 2020 Project; and

WHEREAS, pursuant to the Bond Purchase Proposal, hereinafter defined, the following parameters shall be met.

(a)   The maximum aggregate principal amount shall be established at $10,500,000;

(b)   The Bonds shall be fixed rate bonds offered at a price of not less than 95% or more than 125% of the final principal amount together with accrued interest, if any, from the date thereof to the date of delivery thereof; and

(c)   The present value of debt service savings of the refunded principal of the 2014 Bonds, net of costs and expenses of issuing the Bonds, shall equal at least two percent (2%) (the "Required Savings").

(d)   The final principal amount, price, redemption provisions and interest rates of the Bonds shall be made pursuant to a bond purchase proposal (" Bond Purchase Proposal')with the successful underwriting firm ("Underwriter"), and an addendum to the Bond Purchase Proposal ("Addendum") upon the terms and conditions agreed upon by the parties. In no event shall the Bonds which are issued require lease rental payments in excess of present rental payments of the School Districts; and

WHEREAS, the Executive Council believes it to be in the best interest of the Authority, the School Districts and the Middle Bucks Institute of Technology to fund the Refunding Program and the 2020 Project and as such requested the Board of School Directors of the School Districts and the Authority to (a) undertake the Refunding Program and the 2020 Project, (b) approve the same as a financing project of the Authority, funded by the issuance of additional lease revenue bonds issued by the Authority in the maximum aggregate principal amount of $10,500,000 and designated as Middle Bucks Area Vocational-Technical School Authority Lease Revenue Bonds ("Middle Bucks Institute of Technology"), Series of 2020 (the "Bonds") or some other appropriate designation, (c) authorized and directed the Executive Council, the committee established by the Vo-Tech Board for the management of the School Facilities to proceed with the Refunding Program; and

WHEREAS, in order to provide the funds for the payment of the Refunding Program and the 2020 Project, the Authority has been asked to issue Additional Bonds as defined and in a manner permissible under the Indenture, to wit issuing the Additional Bonds under and pursuant to an

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appropriate designated supplemental trust indenture dated as of the date agreed to by the parties (the "Fourth Supplemental Indenture"), between the Authority and the Indenture Trustee; and

WHEREAS, pursuant to the Indenture upon the issuance of Additional Bonds a supplemental lease shall be duly executed and delivered by Authority and MBIT together with an assignment by the Authority thereof and of the additional amounts payable by MBIT thereunder to the Indenture Trustee which shall require MBIT to pay to the Authority or it assigns, specified amounts which together with the remaining amounts payable at the time under the lease and any other supplemental lease or an additional lease then in effect, shall be sufficient during the term of such supplemental lease to pay: (a) in each fiscal year following the date of such additional bonds, the then estimated annual administration expenses; and (b) in each fiscal year following the date of such additional bonds, and amount equal to the debt service requirements on all such additional bonds as they become due in each fiscal year, excluding such debt service requirements as may be capitalized and paid from proceeds of additional bonds, plus any additional amounts required to be transferred to any fund under the terms of the supplemental indenture; and

WHEREAS, accordingly MBIT, as lessee (the "Lessee"), shall execute and deliver a fourth supplemental lease agreement (the "Fourth Supplemental Lease") to the Authority, as lessor ("Lessor") pursuant to which MBIT will lease the Leased Property together with the improvements resulting from the Refunding Program and the 2020 Project, from the Authority and MBIT will make rental payments (the "Rental Payments" or "Lease Rentals") to the Indenture Trustee (as assignee of the Authority as described below) in the amounts and at the times set forth herein, which amounts will be sufficient for the payment by the Authority of the principal of and interest on the Bonds issued under the Fourth Supplemental Indenture; and

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WHEREAS, the Authority will assign all of its rights under the Fourth Supplemental Lease, except its right to receive notification and fees and its right to indemnification by MBIT, to the Indenture Trustee as security for the Bonds; and

WHEREAS, the Bonds will be amortized by Lease Rental Payments under the Fourth Supplemental Lease between the Authority, as Lessor, and MBIT, as Lessee pursuant to which MBIT will make the Lease Rental Payments to the Authority which will be sufficient to permit the Authority to amortize the Bonds, and the Authority will assign the Fourth Supplemental Lease and Lease Rental Payments to a Trustee, U.S. Bank National Association (the "Indenture Trustee"), under and pursuant to the Fourth Supplemental Indenture pursuant to which the Bonds are being issued; and

WHEREAS, the net proceeds of the Bonds as provided and directed in the Fourth Supplemental Lease, and as "Rent" thereunder will be made available by the Authority to MBIT and applied by the Authority, upon the direction of MBIT, to the payment of the costs of the Refunding Program and the 2020 Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Executive Council of MBIT, as follows:

1. MBIT shall enter into the Fourth Supplemental Lease with the Authority providing for the amortization of the Bonds in substantially the form presented.

2. MBIT shall enter into a Continuing Disclosure Agreement or Certificate with the Authority and the Indenture Trustee and shall thereafter comply with said Continuing Disclosure Agreement or Certificate, as required by the rules and regulations of the Securities Exchange Commission.

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3.   MBIT shall issue appropriate certificates and other settlement documentation as required to enable the Authority to make settlement on the sale of the Bonds to the Underwriter under and pursuant to the Bond Purchase Proposal and Addendum.

4.   The Chairperson or Vice Chairperson of the Executive Council, and the Secretary or Assistant Secretary, and the Business Manager, as appropriate, are authorized and directed to execute and/or attest any and all necessary documentation on behalf of MBIT in order to carry out the Refunding Program and the 2020 Project pursuant to this Resolution, the Bond Purchase Proposal and the Addendum, including execution of the Fourth Supplemental Lease, the Continuing Disclosure Agreement, and other necessary documentation. To the extent that a Lease as opposed to a Fourth Supplemental Lease is required to carry out the Refunding Program and the Project then the Chairperson of the Executive Council, and the Secretary or Assistant Secretary, and the Business Manager, as appropriate, are authorized and directed to execute and/or attest any and all such documentation.

DULY ADOPTED, this 14th day of September, 2020, by the Executive Council of the

Middle Bucks Institute of Technology, in lawful session duly assembled.

EXECUTIVE COUNCIL
MIDDLE BUCKS INSTITUTE OF TECHNOLOGY

By: _____
       (Vice) Chairperson

ATTEST:

_____
    (Assistant) Secretary

(SEAL)

CERTIFICATE

I, the undersigned Secretary or Assistant Secretary of the Executive Council of the Middle Bucks Institute of Technology do hereby certify that the foregoing Resolution was duly adopted by the Executive Council at a lawful session thereof held in accordance with all legal requirements on September 14, 2020 and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereinafter set my hand and seal as of the 14th day of September, 2020.

_____
(Assistant) Secretary

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ROOFING SERVICES & TURN-KEY SOLUTIONS
WITH COOPERATIVE PURCHASING

Region 4 Education Service Center, Houston, TX has awarded RoofConnect, National Roofing Services, a competitively solicited Roofing Products and Services contract, made available through OMNIA Partners, Public Sector. Through contract # R180902, RoofConnect, along with their local partners, is able to deliver the most comprehensive roofing and roof asset management solutions designed to reduce your roofing life-cycle costs.

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide. Utilizing this cooperative contract through OMNIA Partners, you can rely on an expedited contract procurement process and our streamlined roofing project management capabilities - allowing you to concentrate on your daily responsibilities of ensuring a safe, dry, comfortable environment for your students, staff and visitors. To learn more about OMNIA Partners and other money saving opportunities through cooperatives, visit www.roofconnect.com/markets-we-serve-our-connections.

THE BENEFITS TO COOPERATIVE BUYERS ARE NUMEROUS, INCLUDING:

- Increased value and control in procurement process
- Single-source solutions of a national contract through local contractors
- Solutions available from all major roofing manufacturers
- Shorter project execution with fewer hassles, change orders & lower costs
- Use of "best contractors in class" providers

RoofConnect®
NATIONAL ROOFING SERVICES

Entities that can access the contract:
- K-12 Schools
- Higher Education / Universities / Charter Schools
- Municipalities: Cities / Counties / Villages / Townships / Water Districts
- Native American Tribes
- Non-profit: Nursing Homes / Housing Authorities

OMNIA
PARTNERS

NATIONAL IPA   U.S. COMMUNITIES

Contact us today: (877) 942-5613 or OMNIAPartners@RoofConnect.com

ROOFCONNECT, NATIONAL ROOFING SERVICES
P: 877-942-5613 - E: OMNIAPARTNERS@ROOFCONNECT.COM

RoofConnect is the leading national commercial roofing, waterproofing, and sheet metal services provider in the country. We specialize in emergency roofing repairs, disaster response, annual maintenance, re-roofing or coating projects along with full service Roof Asset Management. We also perform specialty projects that require nationwide labor availability in the construction field.

RoofConnect is your one stop resource with national coverage, with a local member partner handling your request. Our members are based in the regions they serve - our reputation is based on the trusted, quality work we consistently provide nationwide.

- SERVICE EMPHASIS RoofConnect contractors focus on service, repair & proactive maintenance to extend and maximize the life of your roof. We take a long term, full service approach to every aspect of your roofing needs. Each location has a fully staffed service department operating 24/7/365 to protect your roofs in any emergency.

- WARRANTY / NON-WARRANTY SERVICE RoofConnect is approved to perform warranty repairs by all major roofing manufacturers. This approval means that RoofConnect can perform reasonable warranty repairs WHILE ON-SITE. This reduces the need for return trips and reduces the time taken to solve leaking defects, which translates to reduced impact on the property.

- ROOF ASSET MANAGEMENT By performing roof inspection services and determining the true condition of your roof, we will assist you in managing and prioritizing your roof inventory to achieve the lowest life cycle cost.

- ROOF PORTFOLIO MANAGEMENT With just one call you are able to obtain detailed information for each building in your portfolio we service, therefore assisting in your budget planning and warranty tracking, as well as leak history and recommended actions to prevent future problems.

- TECHNICAL ASSISTANCE Whether you are planning on re-covering your existing roof or performing a complete roof replacement, RoofConnect's Technical Service experts can assist you in choosing the proper roof specification for any building in your portfolio.

- SPECIAL PROJECTS RoofConnect has the skilled workforce nationwide to perform specific projects that require single-source coordination.

- EMERGENCY PREPAREDNESS We work with you in advance in the event of weather related emergencies to develop a disaster response plan. Our experience, coordinated resources and guaranteed fair pricing will get you in the dry, fast.

To learn more about RoofConnect's nationwide coverage for your complete roof management, leak repairs, capital re-roof or coating projects, snow removal and coordinated disaster response needs - email us at OMNIAPartners@RoofConnect.com.

We're always available with one call to handle your specific roofing needs: 24/7/365, call RoofConnect at 877-942-5613.

RoofConnect®
NATIONAL ROOFING SERVICES

OMNIA PARTNERS
NATIONAL IPA   U.S. COMMUNITIES

Pave Connect
NATIONAL PAVING SERVICES
www.paveconnect.com

PaveConnect specializes in all things Asphalt & Concrete. We offer the best in all Pavement Services Nationwide. With one call to **877-942-5613**, 24/7/365 – your parking lot needs are handled by a local partner. No other aspect of your facility is exposed to daily abuse and the need for safety your parking lot faces. You can rely on the professionals at **PaveConnect** to take care of all your parking lot needs!

OUR SERVICES INCLUDE:

- **Asphalt Paving:** From Milling and Resurfacing to simple overlays and complete parking lot construction as well as other custom projects, we provide durable well-designed asphalt surfaces every time.

- **Concrete:** All phases of concrete repair including curbs, drives, sidewalks, valley gutters, dumpster pads, catch basin collars and aprons, concrete paving, decorative and stamped concrete to keep pedestrians safe. We also specialize in the ever-changing ADA compliance requirements and upgrades which is a must for every property owner.

- **StreetBond Coatings:** Protect and preserve, extend pavement life while transforming your parking lot with a range of colors and patterns for safe movement or a more welcoming feel. Cools and beautifies and provides a skid resistant and durable surface.

- **Sealcoating:** Pavement sealants provide crucial protection from water and the sun, slowing deterioration and protecting the integrity and appearance of one of your biggest assets your pavement.

- **Asphalt Repair:** We offer a range of asphalt repair solutions, from patching individual potholes to replacing larger areas. *Asphalt is also 100% recyclable!*

- **Crack Sealing:** Cracks threaten the overall strength of your pavement allowing water to penetrate your pavement leading to the compromising of your parking lots heart and soul the base and sub–base. Crack Sealing will also preserve the pavement around the crack which will ultimately extend the pavements life.

- **Pavement Markings:** For safety and improved vehicular and pedestrian flow or just a fresh new look we offer a multitude of options to make your facility look like new and bring you into compliance with all the new specifications.

- **Speed Bumps & Signs:** Make sure your parking lot isn't just durable but also safe and ready for people to drive, park, and walk safely every day.

- **Project Management and Asset Management:** We have a team of professionals to handle your projects schedule and manage your budget for all of the properties in your portfolio.

P.O. Box 908, 44 Grant 65, Sheridan, AR 72150   paveconnect.com   877-942-5613

Description	Unit Cost	Qty.	Projected Cost	Rational/ Vendor Description / Source
Cleaning Supplies				
Advance BU 800 20BT 20" floor cleaner	$7,451.00	2	$14,902.00	Advance US
UVC Ultra E-Water Air Sanitizer with Ultra Violet Germicidal Irradiation System	$3,500.00	2	$7,000.00	UVC Ultra Inc.
Technology				
Dell Latitude 3410	$1,022.60	30	$30,678.00	Teacher laptops
Fellowes MobilePro Series Executive Tablet Case Folio with Keyboard for iPad Air/Air 2	$195.00	20	$3,900.00	Amazon
HP Wireless	$20,122.48	1	$20,122.48	IntergraONE
Wireless Internet card	$19.99	101	$2,018.99	Amazon
Industry Certifications / Software				
Amatrol eLearning Systems - ERT	$80.00	35	$2,800.00	Allegheny
NOCTI Pre-test - Level 200	$9.75	350	$3,412.50	NOCTI
MindTAP	$30.00	164	$4,920.00	COS, DEN, ERT, NOS
CareerSafe - Interviewing Skills Certification - Level 300	$15.00	150	$2,250.00	CareerSafe
CareerSafe - Communication Skills Certification - Level 100	$15.00	150	$2,250.00	CareerSafe
Education				
Youth Mental Health First Aid Certification	$89.00	5	$445.00	Bucks County Community College
			$94,698.97	**TOTAL**
			$94,720.00	**GEER Grant Award**