Upper Perkiomen School District

School Board Hybrid Meeting / Virtual & Education Center
May 13, 2021
7:00 p.m.

Welcome to the regular meeting of the Board of Directors
Of the Upper Perkiomen School District

CODE OF ETHICS

The Board of School Directors agrees to:

- **Welcome and encourage participation and cooperation by all**
- **Work with constituents in a spirit of harmony**
- **Base decision on the facts, vote our honest convictions, and be unswayed by partisan bias**
- **Devote time, thought, and study to our duties and responsibilities**
- **Resist any temptation or outside pressure to use our position to benefit ourselves**
- **Understand and evaluate the educational program and plan for school operations**
- **Provide oversight to the business of the School District, establish policies, and vest administration in the Superintendent of Schools**
- **Help the community have all the facts, all the time, about their schools**
- **Strive to maximize school board service in a spirit of teamwork and devotion to public education**

BOARD OF DIRECTORS

Melanie Cunningham, President	Dana Hipszer
Judy Maginnis, Vice President	Raeann Hofkin
Stephen Cunningham, Treasurer	Keith McCarrick
Dr. Kerry Drake	Peg Pennepacker
Mike Elliott	Sandra Kassel, Board Secretary (non-voting member)

ADMINISTRATORS

Dr. Allyn J. Roche, Superintendent
Dr. Andrea J. Farina, Assistant Superintendent
Sandra M. Kassel, Business Administrator
Georgiann M. Fisher, Director of Human Resources

SOLICITOR

Kyle J. Somers, Esq.
Wisler Pearlstine, LLP

In order to assist in keeping an accurate record of the proceeding of this meeting, the meeting is being videotaped by the District

I. CALL TO ORDER

A. Pledge of Allegiance
B. Roll Call
C. Introductions of Staff

II. BOARD PRESIDENT'S REPORT

III. SUPERINTENDENT'S REPORT

IV. STUDENT REPRESENTATIVE TO THE BOARD REPORT

V. SOLICITOR'S REPORT/SUNSHINE ACT ANNOUNCEMENTS

VI. APPROVAL OF AGENDA

VII. PUBLIC COMMENTS ON ACTION ITEMS

VIII. APPROVAL OF MINUTES

A. Motion to approve the April 8, 2021 Board Meeting Minutes (Attachment A)

IX. PRESENTATIONS/DISCUSSION

A. Motion to approve the following Board Policy Revisions, Adoptions and Repeals - First Reading (Attachment B)
   i) No. 214 Class Rank (Repeal and Replace)

B. 2021-22 Preliminary Budget Presentation

X. OLD BUSINESS

XI. NEW BUSINESS

A. **PERSONNEL REPORT -**
   i) **RESIGNATIONS**
      (1) **Marybeth Peters,** Food Service Assistant Manager, resigned her position with the District, effective April 23, 2021.
      (2) **Kevin Patterson,** High School Teacher, resigned his position with the District, effective July 13, 2021.

   ii) **APPOINTMENTS**
      (1) **PROFESSIONAL STAFF**
         (a) **Brittany Saraceno,** Temporary Professional Employee, Speech and Language Therapist for Upper Perkiomen School District, to be hired subject to review of employment history and required clearances, at Master's + 30, Step 1, for the 2021-2022 school year.

(2) **EXTENDED SCHOOL YEAR PROFESSIONAL EMPLOYEES**, for a maximum of 63 hours, for the 2021-2022 school year at $37.00/hour per Professional Contract.

Name	**Position**
Kathleen Richter	Teacher
Jenna Tyrrell	Teacher
Jennifer Breuning	Teacher
Sonya Drucker	Teacher
Brenda Stephenson	Teacher
Tara Purcell	Teacher
Brian Sirocka	Teacher

(3) **EXTENDED SCHOOL YEAR SUPPORT STAFF EMPLOYEES,** for a maximum of 55.5 hours, for the 2021-2022 school year at $13.00/hour.

Name	**Position**
Kelly Hallman	Paraprofessional
Kylie Saliby	Paraprofessional
Virginia Keele	Paraprofessional
Trish Brennan Bortz	Paraprofessional
Joy Pritchard	Paraprofessional
Heather Baker	Paraprofessional
Denise Reinhard	Paraprofessional

(4) **POWER UP! CAMP PROFESSIONAL EMPLOYEES,** for a maximum of 45 hours, for the 2021-2022 school year at $37.00/hour, as per Professional Contract.

Name	**Position**
Dana Braun	Teacher
Susan Michael	Teacher
Bonnie Scott	Teacher

Richard Kressly	Teacher
Julian Smoger	Teacher
Jill Smerdon	Teacher
Christa Paul	Teacher
Rachael Krock	Teacher
Jennifer Everhart	Teacher
Zoey Tarantino	Teacher
Kelly Alderfer	Teacher
Rachael Vemeulen	Teacher
Brooke Oliver	Teacher
Heather Nase	Teacher
Maureen Gallagher	Teacher
Marta Capron	Teacher

(5) **READY TO LEARN! CAMP PROFESSIONAL EMPLOYEES,** for a maximum of 45 hours, for the 2021-2022 school year, at $37.00/hour, as per the Professional Contract.

NAME	**POSITION**
Stephanie Diehl	Teacher
Brianna McGinley	Teacher
Danielle Hawthorne	Teacher
Susan Michael	Teacher
Carissa Goodwin	Teacher

Monica Walsh	Teacher
Marta Capron	Teacher
Brooke Oliver	Teacher
Zoey Tarantino	Teacher
Rachael Vemeulen	Teacher
Jennifer Everhardt	Teacher
Heather Nase	Teacher
Kaitlyn Kulp	Teacher
Rachael Krock	Teacher

(6) **POWER UP! AND READY TO LEARN! CAMP SUPPORT STAFF EMPLOYEES,** for a maximum of 90 hours, for the 2021-2022 school year, at $13.00/hour.

NAME	**POSITION**
Jessica Neumann	Paraprofessional
Emily Nase	Paraprofessional
Elias Peluso	Paraprofessional
Linda Diehl	Paraprofessional

iii) **LEAVES OF ABSENCE**

(1) Mary Kate Raytek, approved Maternity leave for 6- 8 weeks, beginning on May 7, 2021 continuing on Family and Medical Leave and continuing until October 1, 2021.
(2) Kim Diffenderfer, approved Family and Medical leave, beginning March 29, 2021 continuing until April 28, 2021.
(3) Mary Wietecha, approved Professional Development Sabbatical beginning August 24, 2021 and continuing through January 24, 2022.
(4) Robin Lerro, approved Uncompensated Leave from April 27, 2021 through May 12, 2021.

XII. ACTION ITEMS

A. Motion to approve the Upper Perkiomen School District 2021-2022 Proposed Final Budget in the amount of $70,431,632, with a millage increase of 2.0%, and to allow for discussion over the next month, and authorization for official advertisement of its availability for public inspection at the following areas until June 17, 2021:
   (1) UPSD Education Center, 2229 E. Buck Road, Pennsburg, PA
   (2) Upper Perkiomen School District Web Site – www.upsd.org

B. Motion to approve **the following banks to be designated as Official Depositories of School Funds for the 2021-2022 school year** and sureties as required in accordance with section 621-625 of the School Laws of Pennsylvania as listed below. The designated banks shall maintain pooled sureties to cover deposits as required by Act #72 of the 1971 General Assembly of Pennsylvania.
   (1) Pennsylvania School District Liquid Asset Fund
   (2) Pennsylvania Local Government Investment Trust
   (3) QNB
   (4) Univest National Bank & Trust

C. Special Education Services – Extended School Year:
   (1) Motion to approve Agreement with The Camphill School for the Extended School Year for tuition for student #257147, attending from June 28, 2021 through July 23, 2021 in the amount of $5,166.60.
   (2) Motion to approve Agreement with The Camphill School for the Extended School Year for tuition for student #272747, attending from June 28, 2021 through July 23, 2021 in the amount of $5,166.60.
   (3) Motion to approve Agreement for ESY services with the Chester County Intermediate Unit for student 277814 from June 21, 2021 to July 23, 2021 for $2,851.28, speech services at $167.90 per hour, OT services at $167.90 per hour and PCA services at $35 per hour.
   (4) Motion to approve Agreement with Milagre Kids School for student #275953 for summer school session from June 22, 2021 through July 29, 2021 and August 9, 2021 through August 19, 2021 in the amount of $7335.00 per month.
   (5) Motion to approve Agreement with The Pennsylvania School for the Deaf for the Extended School Year for tuition for student #274304, attending from July 6, 2021 through July 31, 2021 in the amount of $5,890.
   (6) Motion to approve Agreement with The Pathway School for Extended School Year services for student #276127, attending from July 6, 2021 through August 13, 2021 in the amount of $7,300.
   (7) Motion to approve Agreement with The Pathway School for Extended School Year services for student #253665, attending from July 6, 2021 through August 13, 2021 in the amount of $7,300.

(8) Motion to approve Agreement with The Pathway School for Extended School Year services for student #253684, attending from July 6, 2021 through August 13, 2021 in the amount of $7,300.

D. Motion to approve the Waiver of Formal Hearing Agreement for a student whose name is on file in the Office of the Superintendent.

E. Motion to approve Construction Work Order 1B with NORESCO for the implementation of the identified Scope of Work in the amount of $7,040,560. The Scope of Work for Construction Work Order 1B includes significant HVAC equipment replacements and building controls improvements at the High School, pumping, valves, and building controls upgrades at Marlborough Elementary, and boiler replacements and building controls upgrades at the 4th & 5th Grade Center. (Attachment C)

F. Motion to approve the attached Stipulation to Settle agreement between the Upper Perkiomen School District and Halteman Brothers Sumneytown Partners LP, effective July 1, 2020. (Attachment D)

G. Motion to approve the agreement with Pediatric Therapeutic Services for the 2021-2022 school year at the following rates: $68.49 per hour for Speech, $68.49 per hour Occupational Therapy, $68.49 per hour for Physical Therapy, $57.99 per hour for COTA, $78.99 for Board Certified Behavior Analyst, $89.49 for Psychology, $56.99 per hour for Registered Behavior Technician and $36.99 for Behavior Technician. (Attachment E)

H. Motion to acknowledge receipt of PlanCon Part K: Project Refinancing for General Obligation Note, Series of 2021 and to enter PDE approval of this document and appended materials into the minutes of this meeting. (Attachment F)

I. Motion to approve Upper Perkiomen School District to participate in the Flexible Instructional Day Program beginning in the 2021-22 school year offered by the Pennsylvania Department of Education (PDE).

J. Motion to approve payment from the District to Coventry Transportation, Inc. in accordance with the applicable provisions of Act 136 of 2020. The amount to be paid shall be the amount that the transportation contractor would have received for the 2020-2021 school year had services not been affected by the COVID-19 disaster minus the amount of the contractor's certified variable costs. This amount is currently estimated to be $446,090.89, payment of which will allow the District to receive a pupil transportation subsidy in the 2021-2022 school year from the Commonwealth that is equal to the amount that was allocated for the prior school year.

K. Motion to approve the art and nurse Supply bid awards for 2021-2022 School Year. (Attachment G)

L. Motion to approve an agreement with the Montgomery County Intermediate Unit to provide E-rate services to the District for the amount of $3180.00. (Attachment H)

M. Motion to approve the textbook purchases/new curriculum materials listed below based upon the recommendation from the Curriculum & Instruction Committee and the successful completion of various curriculum review and revisions during the 2020-21 school year.

Grade Level	Course/ Subject	Textbook/resource requested	Number of teacher resources needed	Number of hard copies needed w/online license	Number of additional licenses	Total number of student licences	Cost
4th	Social Studies	Introduction to Social Studies, Grade 4 Houghton Mifflin Harcourt	12	275	0	275	$31,500.00
10th	Social Studies	American History Reconstruction to Present: Houghton Mifflin Harcourt	5	150	120	270	$32,938.50
11th	Social Studies	World History and Geography McGraw Hill	4	120	145	265	$25,939.95
HS	Business (most)	Virtual Businesses **Site License**: *All Access*- Knowledge Matters.	Unlimited	Unlimited	Unlimited	Unlimited	$2800.00
HS	Entrepre-neurship	Ramsey Education *Foundations in Entrepreneurship*/ Foundations Digital	1	0	90	0	$1599.10
HS 555	Web Page Design	*New Perspectives on HTML 5 and CSS: Comprehensive* (National Geographic Learning/Cengage)	1	0	32	32	$3600.00
HS 535	Desktop Publishing	Shelly Cashman Series: *Microsoft Office 365 & Publisher 2019: Comprehensive* (National Geographic/Cengage)	2	0	32	32	$4320.00
HS 507	Microsoft Word Applic-ations	Shelly Cashman Series: *Microsoft Office 365 & Word 2019: Comprehensive* (National Geographic/Cengage)	2	0	32	32	$4320.00
HS 555	Web Page Design	*Don't Make Me Think: Revisited, Common Sense Approach to Web Usability*: SAVVAS	1	0	30	30	$1451.25
MS/ HS	World Language	Spanish I & Spanish II (HS) *Authentico, Level 1* SAVVAAS	4	150	200	350	$34,981.66
						TOTAL	**$143,225.46**

XIII. FINANCIAL REPORTS – (Attachment I)

A. Operating Reports

i) Budget to Actual Summary

ii) Budget to Actual Detail
iii) Revenue Summary
iv) Expenditure Summary
v) General Fund Receipts

B. Cash Reports
i) Cash Balance Summary
ii) Cash Balance Detail
C. Middle School Construction Summary
D. Payroll
E. Cafeteria
F. Bills
i) General Fund Expenditures
ii) Capital Funds Expenditures

XIV. NEW FOLLOW UP ITEMS

XV. PUBLIC COMMENTS

XVI. BOARD COMMENTS

XVII. ADJOURNMENT

FUTURE BOARD & COMMITTEE MEETINGS			
	DATE	**TIME**	**LOCATION**
Finance Committee Meeting	05/17/21	6:00 pm	Virtual Meeting
Policy Committee Meeting	05/17/21	7:00 pm	Virtual Meeting
Extracurricular Committee Meeting	05/20/21	6:00 pm	Virtual Meeting
Facilities Committee Meeting	05/20/21	7:00 pm	Virtual Meeting
Curriculum & Instruction Committee Meeting	05/24/21	6:00 pm	Virtual Meeting
Pupil Services & Special Education Committee Meeting	05/24/21	7:00 pm	Virtual Meeting
School Board Workshop	05/27/21	7:00 pm	Virtual Meeting

The Upper Perkiomen Board of School Directors appreciates your interest in and support for the students and their school experience.

UPPER PERKIOMEN SCHOOL DISTRICT
2229 East Buck Road
Pennsburg PA 18073

April 8, 2021

CALL TO ORDER

The regular meeting of the Board of School Directors of the Upper Perkiomen School District was called to order by President Melanie Cunningham, at 7:00 p.m. as a virtual and in-person meeting at the Upper Perkiomen Education Center.

The following Board members attended: Stephen Cunningham, Melanie Cunningham, Mike Elliott, Dana Hipszer, Raeann Hofkin, Judy Maginnis, Keith McCarrick, and Peg Pennepacker. Absent member was: Kerry Drake. Administration in attendance were: Allyn J. Roche, EdD., Andrea Farina, EdD., Sandra M. Kassel, Kimberly Bast and Georgiann Fisher. Others in attendance were: Kyle Somers, Doug Kenwood, Jim Roth, J.P. Prego, Jennifer Hartzell, Carmina Taylor, Judy Sledgen, Mary Cannon, Linda Davidheiser, and Gene Dolloff.

BOARD PRESIDENT'S REPORT

President Cunningham reported that she was very happy about school being back in session four days a week. Mrs. Cunningham had sent out an email to staff beforehand and said she received great feedback from many excited teachers and she hoped there were many excited students as well. Many comments that she received after school started were about how well everything was going.

SUPERINTENDENT'S REPORT

Dr. Roche gave an update on increased in-person instruction. He reported that there were smiles all around from students to teachers to parents to support staff. Dr. Roche said overall there was a smooth transition with a few bumps that will get better and shared pictures of the students back in the different schools. Dr. Roche reported that the high school graduation is being planned for an outdoor ceremony on Thursday June 10, 2021. He talked about K-12 Learning Opportunities that will be held, a Power-Up Camp and a Ready to Learn Camp. He stated that there are many job opportunities due to these camps and the UPSD website has them listed. Dr. Roche added that in looking ahead to the 2021-22 school year the plan is to return to five days in-person instruction but Administration will be exploring the need/interest in virtual options. A questionnaire will be sent to families later in April for planning purposes, not a commitment at this time.

Dr. Roche said there is a tentative ribbon cutting ceremony planned for the new Marlborough playground on April 16th. He added that QNB gave a donation to the Education Foundation and reminded everyone about purchasing graduation signs from the Education Foundation.

STUDENT REPRESENTATIVE TO THE BOARD REPORT

Ethan Wambold reported on many events and happenings at the high school. The spring sports season is underway, a senior prom is scheduled for April 30th at a tent at the YMCA, the junior class held a Tosco's fundraiser, and plans are being worked on for an outdoor graduation ceremony.

Enoc Padilla reported that the UP Chamber of Commerce will be holding a job fair on April 27th, and the Western Center students will be taking their NOCTI exams for certifications in their fields. Enoc shared that he is glad to be playing tennis and said there has not been a problem with the testing.

SOLICITOR'S REPORT/SUNSHINE ACT ANNOUNCEMENTS

Mr. Somers reported that the Board met in an Executive session prior to the meeting for the purpose of discussing a matter of litigation involving a tax assessment appeal, and will meet immediately following the meeting to discuss a personnel matter involving an administrative position.

APPROVAL OF AGENDA

Motion by Stephen Cunningham, seconded by Keith McCarrick, to approve **the agenda.** Motion carried; all voted aye.

PUBLIC COMMENTS ON ACTION ITEMS

None

MINUTES

Motion by Keith McCarrick, seconded by Judy Maginnis, to approve the **March 11, 2021 Board Meeting Minutes** (Attachment A). Motion carried; all voted aye.

OLD BUSINESS

A. Western Montgomery Career & Technology Center Transportation Discussion

Dr. Roche talked about the transportation and the bussing changes that have taken place due to the different instructional models at Upper Perkiomen. When the students returned to hybrid, then four days, the need for busses for all the students has increased. There has been discussions on the instructional options, and currently if any students remain virtual for the next school year the busses will be picking up and dropping off students at the high school. There will be a location at the high school for virtual students if needed before or after their Western Center classes.

NEW BUSINESS

A. PERSONNEL REPORT

Motion by Keith McCarrick, seconded by Stephen Cunningham, to approve the **Personnel Report:**

i. **RETIREMENT**

1. **James McFadden,** submitted his intent to retire from the District, effective July 1, 2021.

ii. **RESIGNATIONS**

1. **Lori Groff,** Health Suite Administrative Assistant submitted her resignation from the District, effective April 16, 2021.

iii. **APPOINTMENTS**

1. **SUPPLEMENTAL POSITIONS**

Area	Position	Name	Schedule	Salary
Track	Assistant Coach	Fallon Heddings	A	$3480.00

Motion carried; all voted aye.

ACTION ITEMS

A. Motion by Melanie Cunningham, seconded by Keith McCarrick, to approve **Mrs. Judy Maginnis to serve as the Upper Perkiomen School District school director representative on the Montgomery County Intermediate Unit Board of Directors** for a term commencing July 1, 2021 through June 30, 2024. Motion carried; all voted aye.

Motion by Keith McCarrick, seconded by Stephen Cunningham, to approve **Action Items B and C:**

B. Motion to approve the recommendation from the Extra-Curricular Committee **to install a camera in the Upper Perkiomen High School Pool Complex** in partnership with the NFHS Network, not to exceed $5,000.

C. Motion to approve the **attached three year agreement with Gorman & Associates, P.C. to perform the audit requirements for years ending June 30, 2021, 2022 and 2023**. This audit would include every fund of the district along with a review of internal controls, GASB requirements, and the compliance audit required by the Single Audit Act. (Attachment B)

Motion carried; all voted aye.

D. Motion by Keith McCarrick, seconded by Judy Maginnis, to approve **the Western Montgomery Career and Technology Center budget for 2021-2022 in the amount of $7,198,144**. The budget increase is 5.37%. The cost to Upper Perkiomen School District is $1,903,817 which represents an increase of $87,399 or 4.81%. (Attachment C)

Motion by Keith McCarrick, seconded by Mike Elliott, to approve **Action Items e, f, and g:**

E. Motion to approve the **2021-2022 School based ACCESS program services contract with the Montgomery County Intermediate Unit #23** (Attachment D)

F. Motion to approve **for submission to the Pennsylvania Department of Education PlanCon Part K: Project Refinancing documents for the General Obligation Note, Series of 2021**. (Attachment E)

G. Motion to approve **Muhlenberg Greene Architects to develop permit drawings** required for the construction of an interior storefront partition at Hereford Elementary school on a Time and Expense basis. The estimated cost is $2,750 which will include the permit application and a preliminary cost estimate for the project.

Motion carried; all voted aye.

H. Motion by Judy Maginnis, seconded by Stephen Cunningham, to approve the **Compensation Plan for Act 93 Administrators effective July 1, 2021 through June 30, 2024.** VOTE: S. Cunningham – yes, **Drake – absent**, Elliott – yes, Hipszer – yes, **Hofkin – no**, Maginnis – yes, McCarrick – yes, Pennepacker – yes, M. Cunningham – yes. Motion carried.

FINANCIAL REPORTS

Motion by Stephen Cunningham, seconded by Keith McCarrick, to approve the **payment of bills, in the amount of $1,439,352.85 from the General Fund.** Motion carried; all voted aye.

Motion by Stephen Cunningham, seconded by Melanie Cunningham, to approve the attached **payment of bills in the amount of $311,960.11 for Capital Reserve & Projects Account**. Motion carried; all voted aye.

NEW FOLLOW UP ITEMS

Mrs. Hofkin asked for the cost of the Act 93 Agreement.

PUBLIC COMMENTS

J.P. Prego, Upper Hanover Township, complimented the teachers and staff and said the community supports them. He urged patience and physical safety. He also reminded everyone to not lose sight of mental issues and to reach out to make sure everyone is doing okay.

Jennifer Hartzel, East Greenville, asked to hear the explanation for the Western Center transportation for next year again.

Carmina Taylor, thanked Mrs. Cunningham for providing a statement and engaging with her.

Judy Sledgen, Hereford Township, said that mask wearing under sports equipment is dangerous and asked if that could be reconsidered for the outdoor sports.

Mary Cannon, Hereford Township, commented how great it was that Dr. Roche was out at the schools.

Linda Davidheiser, Hereford Township, asked why it is necessary for the masks to be worn at practice if the students are being tested weekly.

Gene Dolloff, Upper Hanover Township, was happy to see students back in school four days a week, asked if and when Board members are in person that they could distance themselves so they could speak without masks, and said the board needs to proceed carefully when it comes to dealing with controversial matters.

BOARD COMMENTS

Keith McCarrick, reported that Dr. Roche is now on the Board of Directors for the 21st Century Cyber Charter School. Dr. Roche said he took the invite as a learning opportunity.

ADJOURNMENT

Motion by Keith McCarrick, seconded by Stephen Cunningham, that **the meeting be adjourned at 7:49 p.m**. Motion carried; all voted aye.

_____

Sandra M. Kassel, Board Secretary

Book: Policy Manual
Section: 200 Pupils
Title: Class Rank
Code: 214
Status:

Purpose

The board recognizes the importance of establishing, through policy, the extent to which the District will utilize a system for class ranking.

Authority

For institutions of higher education or other appropriate institution or agency that may still require the submission of class rank, the Board authorizes the district to compute a class rank by using final grades.

Guidelines:

For purposes of determining class rank, grade point averages shall be computed using the quality point scale. Class rank shall not be published. Any two (2) or more students whose computed grade point averages are identical shall be given the same rank. The rank of the student who immediately follows a tied position shall be determined by the number of students preceding, and not by the rank of the preceding person(s).

Reporting

For the Classes of Through 2023

Class rank shall appear on school transcripts and end of academic year report cards beginning with the conclusion of a student's 10th grade year. Prior to the 11th grade year, upon written parent/guardian request, class rank shall be shared by way of the student transcript.

For the Class of 2024 and beyond:

Class rank and all references to class rank shall not appear on school district documents. The reporting of class rank shall only be provided upon parent/guardian request. Upon a written parent/guardian request class rank information shall be shared with a student and his/her parent/guardian and/or forwarded directly to the requesting college, university, institution or agency for the purposes of admissions, scholarships, financial aid, or any other reason deemed appropriate by the district.

Delegation of Responsibility

The Superintendent or his/her designee may develop administrative regulations for computing grade point averages and maintaining class rank.

NORESCO

One Research Drive, Suite 400C
Westborough, MA 01581
www.noresco.com

CONSTRUCTION WORK ORDER NO. 1B
AND NOTICE TO PROCEED

1. This Construction Work Order No. 1B, executed between NORESCO and Customer and dated _____ ("Construction Work Order Effective Date"), is issued pursuant to the Agreement dated February 11, 2021, between NORESCO and Customer. All terms of the Agreement are incorporated herein.

2. The terms applicable to this Construction Work Order are set forth in the Agreement, this Construction Work Order, and attachments hereto.

3. Customer hereby requests that NORESCO complete the Construction Work described in this Construction Work Order and NORESCO agrees to complete the Construction Work described in this Construction Work Order.

4. Customer hereby acknowledges that this Construction Work Order constitutes a valid Notice to Proceed issued by the Customer for the work discussed herein.

By signing below, the Parties agree to the terms of this Construction Work Order.

NORESCO, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Customer

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NORESCO

One Research Drive, Suite 400C
Westborough, MA 01581
www.noresco.com

ATTACHMENT A

TERMS FOR CONSTRUCTION WORK

All Capitalized terms not defined herein, shall have the definition as set for the in the Agreement.

SECTION 1 SCOPE OF SERVICES

(a) Construction Work: NORESCO shall furnish all labor, materials, and equipment and perform all work required for the completion of the Scope of Services set forth in Attachment C at Customer's buildings/land, premises described in Attachment B ("Property"), including the installation of the energy conservation measures listed therein, as such Scope of Services and such Attachments may be modified in accordance with this Construction Work Order. Customer and NORESCO shall mutually plan the scheduling of the construction work. The construction work will be planned to minimize the interruption of the daily routine of Customer's staff and students except as permitted in writing by Customer. NORESCO will list installed equipment on Attachment J hereto and made a part hereof at the time that construction is complete. Attachment J may be modified as provided for herein.

(b) Disposal: NORESCO, at its cost, shall be responsible for disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the ECMs pursuant to this Construction Work Order. In addition, NORESCO shall, at its cost, cause all lamps and PCB-contaminated ballasts, if any, which have been rendered useless and removed as a result of the installations of the ECMs to be transported and disposed of via recycling and incineration, respectively. All other existing PCB-contaminated ballasts, lamps and any other hazardous substances, however, remain the responsibility of Customer and NORESCO shall assume no liability in connection with their removal, handling, transportation, and/or disposal. In all instances, with the only exception being those hazardous materials that NORESCO brings to the site, the Customer will be the "Generator" of record and sign any and all disposal documents (i.e. manifests, bills of lading, etc.) in order to document the abatement or removal of any such hazardous materials from Customer's site or Premises.

(c) Asbestos: Unless explicitly and specifically identified in Attachment C, NORESCO's Scope of Services is predicated on the viability of this Project without any asbestos abatement being required by NORESCO. In the event that (i) NORESCO encounters any friable asbestos which is in the immediate vicinity of NORESCO's work, or (ii) NORESCO determines that its work will result in the disturbance of asbestos material, or (iii) NORESCO determines that the presence of asbestos material will impede NORESCO's work, NORESCO will notify Customer of the same and Customer will, at its cost, cause the asbestos to be promptly and properly removed, enclosed, encapsulated or otherwise abated in accordance with applicable laws and regulations, or alternatively, Customer, at its cost, may provide written test reports showing that asbestos in that area has been properly removed, enclosed encapsulated or otherwise abated in accordance with applicable laws. In the event NORESCO cannot determine whether any particular material does or does not contain asbestos, Customer, upon NORESCO's written request, will, at its cost, promptly perform tests or cause tests to be performed in order to determine whether or not such material contains asbestos and/or whether there are unacceptable levels of airborne particulate material containing asbestos or provide such a test report. Under no circumstances, shall NORESCO be required to handle asbestos.

(d) Maintenance: To the extent provided for in Attachment I - "Maintenance Services," NORESCO will service and maintain the equipment that is specifically identified therein, at a cost to the Customer which is provided for in Attachment G, for the Term of this Construction Work Order. Except for ECMs (or other equipment) which are to be maintained by NORESCO, Customer shall be responsible for servicing and maintaining the ECMs (and such other equipment) at its own cost.

(e) Measurement & Verification: To the extent provided for in Attachment F – "Guaranty of Energy Cost Savings" - NORESCO will also supply such ongoing Measurement & Verification services to the Customer which may be agreed upon between the Parties at an annual fee to be set forth in Attachment G

(f) Compliance With Law: NORESCO shall comply with and obtain, at its expense, all licenses and permits required by Federal, state and local laws in connection with the installation of the ECMs. To the extent that NORESCO agrees to perform operations and/or maintenance of specified ECMs or other

equipment, it shall comply with and obtain, at its expense, all licenses and permits which may be required by Federal, state and local laws in connection with the operation and/or maintenance of such specified ECMs. In the event that NORESCO cannot procure any such license or permit in light of a requirement that Customer is required to do so, Customer will procure the same. Should a change in law occur subsequent to the date of execution of the Construction Work Order that increases NORESCO's Project costs, the parties shall, to the extent allowed by law, negotiate an equitable resolution. NORESCO shall pay the required prevailing wage rates for work in connection with this Project to the extent required by Pennsylvania law.

(g) Taxes: Notwithstanding any other provision herein, Customer shall be responsible for all taxes arising from or in connection with Customer's participation in this Construction Work Order and the benefits to Customer hereunder. Customer shall reimburse NORESCO for any taxes, permits, tariffs, or fees not in effect on the date of this Construction Work Order, but for which NORESCO may become liable, directly or indirectly, during the Term of this Construction Work Order. If Customer is a tax-exempt entity, it shall cooperate reasonably with NORESCO to ensure purchases of materials or equipment required under this Construction Work Order enjoy any reasonable favorable tax considerations available under applicable State or local law or regulation.

(h) Non-Discrimination: NORESCO agrees not to knowingly or willfully discriminate against any employee, or applicant for employment, to be employed in the performance of this Construction Work Order, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, race, disability, color, religion, national origin, Vietnam era military service, or ancestry in accordance with applicable Federal, State, or local laws.

(i) Standards of Service and Comfort: Customer shall operate the ECMs in a manner that shall provide the standards of service and comfort provided for in Attachment K hereto.

(j) Specifications: Prior to beginning the work hereunder, NORESCO may provide (or Customer, at its option, may reasonably request to have NORESCO provide) written specification of, any ECMs to be installed. Customer and customer's representative ICS shall furnish its written approval or disapproval of each such written specification within ten (10) working days following its receipt of written notice by NORESCO of completion of each such sample installation or the provision of such written specifications to Customer. If Customer disapproves any such ECM, NORESCO shall have the right to provide a substitute ECM which conforms to the applicable specifications or is equivalent to any applicable sample provided and approved by Customer hereunder, for Customer's approval. In the event Customer approves the substitute ECMs (in writing), NORESCO shall revise the Attachments to reflect each such substitution, subject to Customer's written approval of each revised Attachment. In the event that Customer does not approve or disapprove of any ECM(s) within twenty (20) working days following NORESCO 's written notice to Customer that the written specification is ready for inspection, Customer shall be deemed to have given its approval. If, however, Customer again does not approve of any such substituted ECMs or specifications, the Parties hereby agree to negotiate a mutually acceptable solution. Customer shall not unreasonably withhold any approval provided for herein.

(k) Duties, Obligations and Responsibilities of NORESCO:

(i) All labor furnished under this Construction Work Order shall be competent to perform the tasks undertaken, that all materials and equipment provided shall be new and of appropriate quality, and that the completed work shall comply with the requirements of this Construction Work Order.

(ii) NORESCO shall maintain the Project site in a reasonably clean condition during the performance of the construction work.

(iii) NORESCO shall thoroughly and regularly clean the Project site of all nonhazardous debris, trash and excess material or equipment.

(iv) At all times relevant to this Construction Work Order, NORESCO shall permit Customer or any of its representatives to enter upon the Project site to review or inspect the construction work without formality or other procedure.

(v) NORESCO will provide equipment manuals, training and other appropriate information

regarding equipment installed hereunder to Customer at or about the time of Substantial Completion.

SECTION 2 OWNERSHIP OF ECMS

Ownership of and title to the ECMs referenced in Attachment E(1) to each Delivery and Acceptance Certificate (Attachment E) will automatically transfer to the Customer upon both: (a) the delivery of each such Delivery and Acceptance Certificate and Attachment E(1) by Customer to NORESCO, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all Customer's payment obligations to NORESCO, excluding payment obligations related to maintenance or other annual services hereunder.

Subject and subordinate to Lessors rights pursuant to the Lease, as defined below, NORESCO under this Construction Work Order shall be entitled to all rights, benefits, and remedies afforded a secured party under law with respect to the equipment installed pursuant to this Construction Work Order, including but not limited to those under the Uniform Commercial Code, as adopted in the Commonwealth of Pennsylvania or any other applicable state ("Code"). NORESCO shall retain such security interest in the ECMs, pursuant to this Construction Work Order, for equipment installed hereunder until Customer shall have accepted the same and title has transferred to Customer. If requested by NORESCO in connection therewith, Customer agrees to provide to NORESCO appropriate financing statements and other documents necessary in order for NORESCO and/or any bank, lender or financial institution to which NORESCO has assigned any interest in this Construction Work Order, to perfect said subordinate security interest in the ECMs.

SECTION 3 FINANCIAL SERVICES

RESERVED.

SECTION 4 COMPENSATION AND PAYMENT

(a) During the period beginning on the date of execution of this Construction Work Order and continuing through the Date of Substantial Completion for this Construction Work Order, Customer will make monthly progress payments to NORESCO based upon the portion of the work completed at the end of each month, as respectively provided for in Attachment G for which payment is being made. Customer shall (within five (5) days of receipt) execute and deliver to NORESCO completed forms E-1 (Attachment E-1) upon completion by NORESCO of each ECM. A Final Delivery and Acceptance Certificate (Attachment E-2) shall be executed by Customer upon final completion of the ECMs. Customer shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, For the purposes of this Construction Work Order the term "Substantial Completion" shall mean that the subject ECM has been demonstrated by NORESCO to be operating in a manner consistent with its manufacturer's intended use. For the purposes of this Construction Work Order, the terms "Final Completion" or "Final Acceptance" shall mean that NORESCO has fulfilled all of its construction obligations for all ECMs installed under this Construction Work Order. This shall include the completion of all punch-list items and the submission of all required documentation.

(b) During the month following each successive twelve (12) month period beginning with the first day of the month following the date on which the Customer executes a Final Delivery and Acceptance Certificate (Attachment E-2), Customer shall pay the annual maintenance and measurement and verification (M&V) service fees (collectively, the "Performance Period Fee") set forth in Attachment G.

(c) Thirty (30) days after the date of an invoice on account of work done by NORESCO, Customer shall pay NORESCO ~~95%~~ 90% of the value of NORESCO's work. The remaining 10% retained shall be held as additional security for the faithful performance by NORESCO of all the work required under this Construction Work Order and shall be paid to NORESCO within thirty (30) days after Final Acceptance.

(d) Amounts not paid to NORESCO on or before the due dates specified in Sections 4(a)-(c) above will accrue interest at the rate of the prime interest rate plus four (4) percent for the number of days following the due date until such time as such amount due has been paid in full.

SECTION 5 COMMENCEMENT DATE AND TERM

The Commencement Date shall be the first (1st) day of the month following the date of execution of the Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance. Subject to the following sentence, the Term of this Construction Work Order shall begin on the Commencement Date and shall end exactly 20 years from the commencement date, unless terminated prior to such date, as provided for in Section 12, 15, and/or Section 34 of this Construction Work Order. If not otherwise terminated as provided for herein, the Term of this Construction Work Order shall terminate simultaneously with any termination of the Lease or termination of the Measurement and Verification Services. Nonetheless, the Construction Work Order shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period".

SECTION 6 PUBLICITY

Customer hereby grants to NORESCO and its directors, officers, employees, and affiliates (its "Authorized Representatives"):

(a) authorization to use Customer's name in NORESCO's client list;

(b) authorization to disclose the nature of Customer's relationship with NORESCO and certain summary "Project Information" (as defined below) in connection with the work for use in NORESCO's marketing efforts (the "Marketing Works");

(c) an non-exclusive, nontransferable, royalty-free license to copy any Project progress photos taken by NORESCO, or photos or other copyrighted material supplied by the Customer regarding the Project (the "Licensed Material") or any portion thereof, solely as needed to create Marketing Works, and

(d) authorization allowing NORESCO to publicly display the Licensed Material included in the Marketing Works.

Summary "Project Information" may include the location of the project, services provided by NORESCO in connection with the project, project price and any recognition or certification (e.g., LEED® certification) associated with the project. Authorized marketing materials which include summary Project Information and/or Customer's name shall include internal newsletters or publications, press releases, case studies, photos, promotional brochures, and other publications (e.g. annual reports) created by or on behalf of NORESCO (the "Marketing Works"). Customer warrants that it owns the copyrights in the Licensed Material and waives any fees or royalties for use of the Licensed Material in the Marketing Works. For the avoidance of doubt, none of NORESCO, its Authorized Representatives, successors, or assigns has authorization from the Customer to publicize the Customer name, summary Project Information or Licensed Material for any other purpose.

NORESCO acknowledges and agrees that if in the course of the work, any of its personnel acquire personally identifiable student information as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232q, NORESCO and its personnel shall not disclose such information without prior written consent of the CUSTOMER.

SECTION 7 GUARANTEE OF ENERGY SAVINGS

NORESCO will guarantee to the Customer the amount of energy savings determined in accordance with Attachment F, "Guaranty of Energy Cost Savings".

SECTION 8 RIGHT OF ENTRY/SPACE

During the Term of this Construction Work Order, Customer shall provide NORESCO, and its employees, agents and subcontractors, including any utility which provides or may provide any payment under this Construction Work Order, access to the Property for the purpose of fulfilling NORESCO's obligations under this Construction Work Order. Customer shall provide mutually satisfactory space for the installation and operation of the ECMs and shall protect such equipment in the same careful manner that Customer protects its Property. Additionally, Customer shall provide NORESCO remote electronic access to the Energy Management System (if required) during the Term of this Construction Work Order. NORESCO shall obey and abide by any and all reasonable rules of Customer relative to the Property as they would directly relate to NORESCO's performance of its obligations under this Construction Work Order, including, but not limited to, securing appropriate clearances for all personnel engaged in operations covered by this agreement who

will work at the site.

SECTION 9 CHANGES IN WORK

The quantity, quality, dimensions, type, or other characteristics of the ECMs may be changed only by written consent of the Customer and NORESCO (and, where required by the Lease, the Lessor), via the execution of a Change Order Form (Attachment H). In addition, the Scope of Services may be reduced or expanded to include other significant energy efficiency measures and facilities not included within the ECMs listed on Attachment C (and, following Substantial Completion, listed on Attachment J) by the execution of such a Change Order Form.

SECTION 10 WARRANTIES

(a) NORESCO warrants that the design, engineering, and installation services it performs will be performed consistent with good engineering practices and that such work is warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of execution of the Delivery and Acceptance Certificate by the Customer with respect to Substantial Completion. Any manufacturers' warranties which exceed this one (1) year period shall be assigned to Customer to the extent allowed by the manufacturer. Except as provided above, NORESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE, AND MERCHANTABILITY, REGARDING THE ECMs OR ANY SERVICES PROVIDED HEREUNDER.

SECTION 11 CUSTOMER ROLE AND RESPONSIBILITIES

(a) Operations: The Customer shall operate the equipment installed hereunder in accordance with the manufacturers' recommendations and the procedures supplied to the Customer by NORESCO.

(b) Maintenance: The Customer shall, at its expense, maintain the Property in good working order during the Term of this Construction Work Order. Except as may otherwise be provided for in Attachment I, the Customer will maintain, at Customer's expense: (i) the equipment and all other components which comprise the ECMs (following the date of Substantial Completion), and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECMs.

(c) Malfunctions: The Customer will notify NORESCO immediately in the event of any malfunction in the operation of the ECMs or the equipment installed hereunder.

(d) Except in the case of emergency, the Customer will operate the equipment installed hereunder and any of the ECMs, and any individual part thereof in an ordinary and customary manner, and will not remove, move, alter, or turn off said equipment without providing notice to NORESCO. Customer shall act reasonably to protect the ECMs from damage or injury, if, due to an emergency, it is not reasonable to notify NORESCO before acting. If a failure to comply with the requirements of this paragraph results in an impact to Verified Savings, NORESCO may request a baseline adjustment through submission of a change order. Customer agrees, to the extent practicable, to protect and preserve the facility envelope and the operating condition of all ECMs, mechanical systems, and other energy consuming systems located on the Property.

(e) Measurement & Verification System: Customer shall not alter, move, modify, or otherwise change the measurement and verification system or any component thereof without the written consent of NORESCO unless such action is in accordance with operating procedures provided by NORESCO.

(g) Changes to Property: The Customer will promptly notify NORESCO in writing prior to making any change to the Property that would significantly affect the energy usage at the Property, including but not limited to changes in the hours or days that the Property is occupied or operated, the number of occupants (including, but not limited to, staff, faculty and students), the activity conducted, the equipment, or the size of the Property. In the event NORESCO receives such notification or otherwise determines that such a change has occurred, it will make the appropriate revisions to the Attachments or take such other action as may be provided for hereunder.

(h) Energy Usage Data: The Customer will make available to NORESCO, on a monthly basis for

the Term of this Construction Work Order, copies of all energy bills, energy usage data, and any and all other such documentation maintained by the Customer, as requested by NORESCO, which is necessary for NORESCO to determine and satisfy all of its obligations under this Construction Work Order.

(i) Insurance and Risk of Loss or Damage: Without limiting any of its obligations or liabilities under this Construction Work Order, the Customer will, at its expense, provide and maintain at all times during the Term of this Construction Work Order, sufficient insurance against the loss or theft of or damage to the ECMs related equipment and all components installed hereunder, for the full replacement value thereof.

Customer assumes all risk of loss of or damage to the ECMs from any cause whatsoever except to the extent that such loss or damage was caused by the negligence of NORESCO. In the event of damage to any item of the equipment installed hereunder or ECMs, Customer will promptly notify NORESCO and immediately place the same in good repair with the proceeds of any insurance received applied to the cost of such repair. If Customer determines that any item of the ECMs is lost, stolen, confiscated, destroyed, or damaged beyond repair, Customer will replace the same with like equipment in good repair in a timely fashion.

If, following Customer's execution of the Delivery and Acceptance Certificate to be provided upon Substantial Completion and subsequent to Customer's complete payment to NORESCO in accordance with Section 4(a), as that amount may then have been modified in accordance with this Construction Work Order, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the ECMs or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such ECMs or equipment is not reconstructed or restored within one hundred and twenty (120) days from the date of such casualty, NORESCO and/or Customer may terminate this Construction Work Order by delivery of a written notice to the other Party. Upon such termination, Customer shall pay NORESCO any amounts, or pro-rata portions thereof, accrued under Section 4(b)-(e), Attachment G, and the applicable Termination Value, if any, set forth on Attachment L or in Section 4. NORESCO shall not be responsible for any savings deficiencies resulting from ECMs being rendered useless for the period of time prior to reconstruction of the ECM. The savings guaranty will be adjusted to account for the unavailability of the ECM.

(j) Telephone/Broadband: Customer is responsible for installing and maintaining either telephone lines or providing broadband access to the energy management system via Customer's Local Area Network (LAN). Customer is responsible for all associated costs for the energy management system's telephone lines or broadband access.

(k) Storage: Customer will provide reasonable rent free space for NORESCO, or any of its subcontractors, to mobilize and store its supplies, tools, and equipment during installation of the ECMs or other activities by NORESCO within the Property pursuant to this Construction Work Order for which such storage may be required. Said storage space shall be provided with locking capacity acceptable to NORESCO. Only NORESCO, or any of NORESCO's subcontractors, and the Customer's assigned personnel shall have access to the storage. Customer assumes no responsibility nor will Customer provide any additional security for the storage provided.

(l) Fuel: Customer shall procure and pay for all energy and fuel for the operation of the Property.

SECTION 12 DEFAULTS BY CUSTOMER AND NORESCO

(a) Customer shall be in default under this Construction Work Order upon the occurrence of any of the following:

(i) Customer fails to pay when due any amount to be paid under this Construction Work Order and such failure continues for a period of five (5) working days after notice of overdue payment is delivered by NORESCO to the Customer;

(ii) Customer fails to perform or meet any of its required duties or obligations under this Construction Work Order and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failure and effects as soon

as possible;

(iii) Customer goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against the Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.

(b) NORESCO shall be in default under this Construction Work Order upon the occurrence of the following:

(i) NORESCO fails to perform or meet any of its required duties or obligations under this Construction Work Order and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if NORESCO does not commence and diligently pursue to cure such failure as soon as possible.

SECTION 13 REMEDIES FOR DEFAULTS

(a) In the event Customer defaults under this Construction Work Order, NORESCO:

(i) may bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages, (including amounts past due), and/or bring an action in equity for specific performance; and

(ii) without recourse to legal process, may terminate this Construction Work Order by delivery of written notice of termination.

(b) In the event NORESCO defaults under this Construction Work Order, Customer may terminate this Construction Work Order and bring an action in law for direct damages.

SECTION 14 ARBITRATION

In the event of any dispute whatsoever between the Parties, they shall exhaust every reasonable effort to settle or dispose of the same, including a discussion of the matter between senior executives of each Party.

Any controversy or claim arising out of or relative to this Construction Work Order or the breach thereof, not adjusted or disposed of by mutual agreement between the Parties, shall be first settled by mediation and then (in the absence of settlement after mediation), by arbitration under the American Arbitration Association Construction Arbitration Rules then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and arbitration decision shall be final and binding on the Parties and on all Parties subject to the following. Said arbitration proceedings shall be filed in the Regional office of the American Arbitration Association nearest to the project site. All arbitrators shall be bound by the terms of this Construction Work Order. The expenses of any arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel.

SECTION 15 TERMINATION

At any time after the Customer has executed the Delivery and Acceptance Certificate to be provided upon Substantial Completion, Customer may terminate this Construction Work Order (including, as applicable, the Maintenance or Measurement & Verification Services) upon thirty (30) days written notice to NORESCO, provided that Customer has paid to NORESCO: (a) all amounts due as set forth in Section 4 and on Attachment G (other than amounts due for future performance by NORESCO).

SECTION 16 INSURANCE

Without limiting any of its obligations or liabilities under this Construction Work Order, NORESCO shall provide and maintain at its expense the following minimum insurance coverage's where reasonable market availability for such insurance exists:

(a) Workers' Compensation and Employer's Liability Insurance at the level required by law.

(b) Comprehensive General Liability Insurance, including contractual liability: Bodily Injury per person, $1 million; Bodily Injury per occurrence, $1 million; Property Damage per occurrence, $1 million; Personal

Injury per occurrence, $1 million; and Excess Liability, $5 million.

(c) Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automotive equipment: Bodily Injury per person, $1 million; Bodily Injury per occurrence, $1 million; Property Damage per occurrence, $1 million; and Excess Liability, $5 million.

(d) Payment and Performance Bond. NORESCO shall within thirty (30) days of execution of this Construction Work Order, deliver to the Customer Performance and Payment Bonds in a sum equal to the contract price with sureties satisfactory to the Customer, conditioned upon the faithful performance by NORESCO, for the implementation of the ECMs as it may be from time to time modified by Change Orders, such bonds to be in such form and otherwise to contain such provisions as are reasonably satisfactory to the Customer. NORESCO shall deliver to Customer the Payment and Performance Bond prior to commencement of construction of any work in respect of this Construction Work Order. The Payment and Performance Bonds required hereunder shall expire upon final acceptance of all ECMs required under this Construction Work Order (including any applicable one year warranty period), and shall not secure any energy savings, measurement and verification obligations, or maintenance/service obligations, which may be guaranteed by NORESCO under this Construction Work Order.

(e) Customer will provide and maintain insurance as described in Section 11(i) of this Construction Work Order, naming NORESCO as additional named insured and waiving subrogation. NORESCO shall be primary on such insurance.

SECTION 17 INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) Notwithstanding any other provision of this Construction Work Order, NORESCO's, its officers, employees, agents, affiliates, or subcontractors' aggregate liability in contract, tort, or otherwise, without limitation, under this Construction Work Order, shall in all cases be limited to twice the sum of this Construction Work Order.

(b) Each Party (hereinafter referred to as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party from and against any and all claims for damages sustained by third parties arising by reason of bodily injury or damage to third party property caused by the Indemnifying Party's willful misconduct or negligent physical acts (or the willful misconduct or negligent physical acts of any entity under the control, responsibility or direction of the Indemnifying Party). In no event, however, shall the Indemnifying Party be obligated to indemnify the other Party to the extent that any injury or damage is caused by the negligence of the other Party or any entity for which the other Party is legally responsible.

(c) NORESCO shall be solely responsible for and shall indemnify and hold harmless the Customer, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of NORESCO or a NORESCO Agent, regardless of whether taken pursuant to or authorized by this Construction Work Order and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that NORESCO shall not be responsible for that portion, if any, of a Loss that is caused by the negligence or wrongful act of the Customer.

(d) NORESCO shall, upon the Customer's demand and at the Customer's direction, promptly and diligently defend, at NORESCO's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which NORESCO is responsible under this Section and NORESCO shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

(e) NORESCO shall, and shall cause NORESCO Agents to, cooperate with the Customer in connection with the investigation, defense, or prosecution of any action, suit, or proceeding in connection with this Construction Work Order including the acts or omissions of NORESCO and/or a NORESCO Agent in connection with this Construction Work Order.

(f) The provisions of this Section shall survive the termination of this Construction Work Order.

(g) Anything herein notwithstanding, in no event shall either Customer or NORESCO be liable to the

other party for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.

SECTION 18 AGREEMENT INTERPRETATION AND PERFORMANCE

The interpretation and performance of this Construction Work Order, and the interpretation and enforcement of the rights of the Parties hereunder, shall be in accordance with and controlled by the laws of the Commonwealth of Massachusetts. In the event of any ambiguity or conflict in meaning, the terms of this Construction Work Order shall not be construed against the drafting Party based upon that Party's having drafted this Construction Work Order.

SECTION 19 PRIVILEGED AND PROPRIETARY INFORMATION

NORESCO's systems, means, cost, and methodologies of evaluating, implementing, accomplishing, and determining energy savings and the terms of the Construction Work Order for this project shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Customer shall not disclose such proprietary information without the express written consent of an officer of NORESCO unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law ("FOIL"), Customer will provide prompt verbal and written notice to NORESCO such that NORESCO will have the opportunity to timely object under FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify NORESCO and cooperate with NORESCO in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as NORESCO may designate, from that portion of said filing which is to be made available to the public.

SECTION 20 SEVERABILITY

In the event that any clause or provision of this Construction Work Order or any part thereof shall be declared invalid by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Construction Work Order.

SECTION 21 ASSIGNMENTS AND SUBCONTRACTING

(a) NORESCO may elect to use subcontractors in meeting its obligations hereunder. Customer shall approve all significant subcontractors and outside professionals in advance, which approval shall not be unreasonably withheld or delayed.

(b) Customer shall not assign, transfer, or otherwise dispose of this Construction Work Order, the ECMs, or any interest therein, or sublet or lend the ECMs or permit the ECMs to be used by anyone other than the Customer and Customer's employees without the prior express written consent of NORESCO (or, if applicable, the Lessor) such consent not to be unreasonably withheld. If Customer transfers ownership or its interest in the Property, the Customer will terminate this Construction Work Order as provided for in Section 15.

(c) NORESCO shall not assign this Construction Work Order in whole or in part to any other party without first obtaining the consent of Customer, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, NORESCO may assign, without obtaining the consent of Customer, its rights and obligations under this Construction Work Order in whole or in part to any affiliated or associated company of NORESCO and its rights for payments under this Construction Work Order to any financial institution, lender, or investor in connection with a leasing or financing arrangement for the ECMs. NORESCO will notify Customer thirty (30) days prior to any such assignment.

SECTION 22 WAIVER

The failure of either Party to require compliance with any provision of this Construction Work Order shall not affect that Party's right to later enforce the same. It is agreed that the waiver by either Party of performance of any other terms of this Construction Work Order or of any breach thereof will not be held or deemed to be a waiver by that Party of any subsequent failure to perform the same or any other term or

condition of this Construction Work Order or any breach thereof.

SECTION 23 FORCE MAJEURE

(a) If either Party shall be unable to carry out any part of its obligations under this Construction Work Order (except Customer's obligation to make payments when due) due to causes beyond its control ("Force Majeure"), including but not limited to an act of God, epidemics, pandemics, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments, agencies, or officials, or any other civil governmental, transportation delays, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, explosion, or nuclear emergency, this Construction Work Order shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:

(i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;

(ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;

(iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and

(v) the Term of this Construction Work Order, at NORESCO's option, shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.

(b) Any decision by the Customer to close or change the use of the facilities or ECMs at the Property shall not constitute a Force Majeure excusing Customer's performance under this Construction Work Order.

SECTION 24 RECORDS

To assist NORESCO in its performance of this Construction Work Order, Customer shall (to the extent it has not already done so and to the extent such data already exists) furnish (or cause its energy suppliers to furnish) to NORESCO, upon its request, accurate and complete data (kept by Customer or Customer's energy suppliers in the regular course of their respective businesses) concerning energy usage for the existing facilities at the Property, including the following data for the most current thirty-six (36) month period: utility records, occupancy information; descriptions of any changes in building structure or heating, cooling, or other systems or energy requirements; descriptions of all energy consuming or saving equipment used on Property; descriptions of all energy management procedures presently utilized.

SECTION 25 ESCO NOT A MUNICIPAL ADVISOR

The Customer acknowledges and agrees that NORESCO has not acted as a municipal financial advisor to the Customer and that the Customer has not relied on NORESCO for any matters relating to the financing of the project, including issuance of any bonds.

SECTION 26 ABSENCE OF FRAUD OR COLLUSION

NORESCO hereby certifies, by its execution of this Construction Work Order, that no official or employee of Customer has any pecuniary interest in this Construction Work Order or in the expected profits to arise here from, and that this Construction Work Order is made in good faith without fraud or collusion with any other person involved in the bidding process.

SECTION 27 NEGLIGENT/WRONGFUL ACTS

It is understood and agreed that neither Party to this Construction Work Order shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Construction Work Order shall not be construed as seeking to either enlarge

or diminish any obligation or duty owed by one Party against the other or against third parties.

SECTION 28 FURTHER DOCUMENTS AND EVENTS

The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Construction Work Order, in that regard, it being understood and agreed that NORESCO covenants and agrees to execute or procure the execution of all documents reasonably required to release any lien held by NORESCO or its assignees upon the termination of this Construction Work Order and payment of all amounts required to be paid by Customer to NORESCO, pursuant to this Construction Work Order, including but not limited to the Termination Value, if any. It being further agreed and understood that Customer agrees to execute all documents which may be reasonably required by an entity which provides funds for any financing contemplated herein and to cooperate with NORESCO in obtaining such funds.

It is further understood that Customer agrees to execute all documents which may be reasonably required to obtain all licenses, permits, and governmental approvals required by NORESCO for installation and operation of the ECMs. NORESCO's obligations hereunder are also subject to obtaining any such licenses, permits, and governmental approvals.

SECTION 29 NOTIFICATIONS OF GOVERNMENTAL ACTION - OCCUPATIONAL SAFETY AND HEALTH

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of Federal, State or Local law, relating in any way to the undertakings of either Party under this Construction Work Order.

SECTION 30 REFERENCES

Unless otherwise stated all references to a particular Attachment or to Attachments herein are to the referenced Attachment or Attachments which are attached to this Construction Work Oder and all such referenced Attachments are incorporated by reference within this Construction Work Order. All references herein to a Section shall refer to a Section of this Construction Work Order unless specifically stated otherwise.

SECTION 31 CHANGE ORDERS

This Construction Work Order may not be modified or amended except in writing by a Change Order signed by both Parties.

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ATTACHMENT B

PROPERTY DESCRIPTION

Facility	Square Footage
Upper Perkiomen High School	225,000
Hereford Elementary	91,000
Marlborough Elementary	77,000
4th/5th Center	140,000
Administration Facility	32,000
Totals	**565,000**

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ATTACHMENT C

SCOPE OF SERVICES

DESCRIPTION OF THE ENERGY EFFICIENCY MEASURES
AND THE EQUIPMENT

The following is a brief description of the ECMs to be installed by NORESCO at the Property. The scope of work for these ECMs is provided in Attachment J.

ECMs	
6	Recommissioning DDC controls
7	Upgrade DDC controls
9	Boiler Replacements (High School)
11	Well Pump Controls Upgrade
12	Boiler Replacements (4th & 5th Center)
14	South Wing Geothermal Loop HVAC Replacement
15	North Wing Geothermal Loop HVAC Replacement
16	AHU Recommissioning and Condensing Unit Replacements
17b	AHU Repairs at High School (1B)
19	RTU Replacements
20	Pneumatic to DDC Retrofits (High School)
23	Exhaust System Improvements
25	Variable Pumping
27	Marlborough AHU Refurbishment
36	Pneumatic to DDC Retrofits (Marlborough)
C	Asbestos Abatement Allowance
D	High School Duct Cleaning
E	Controls for High School Electric Reheats

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ATTACHMENT D

EQUIPMENT LEASE DOCUMENTS

Not Required for Work Order No. 1B

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ATTACHMENT E-1

DELIVERY AND ACCEPTANCE CERTIFICATE UPON SUBSTANTIAL COMPLETION

Customer hereby acknowledges receipt of the Energy Conservation Measure(s) described in Construction Work Order No. _____ between Customer and NORESCO (which are listed and attached hereto), as fully installed and in good working condition. Customer hereby accepts these Energy Conservation Measure(s) after full inspection thereof as satisfactory for all purposes of the Agreement and the Construction Work Order. Customer agrees to make the related payment(s) to NORESCO as set forth in Section 4 and Attachment G of the Construction Work Order.

Substantial Completion Date:

ECM(s):

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name:_____

Title:_____

Note: ECM(s) to which this Delivery and Acceptance Certificate relates is/are attached hereto.

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ATTACHMENT E-2

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE
FINAL ACCEPTANCE OF PROJECT

Customer hereby acknowledges Final Acceptance of all Energy Conservation Measures described in Construction Work Order No._____ between Customer and NORESCO. The date of Final Acceptance is the date certified by the Customer that the Work has been installed, functionally tested, and all punch-list items completed in accordance with the Contract Documents, so that the Customer has possession of the work and can use it for its intended use. Customer hereby accepts the Energy Conservation Measure(s) listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement and the Construction Work Order. Customer agrees to make the required payment(s) to NORESCO as set forth in Section 4 and Attachment G of the Construction Work Order.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name:_____

Title:_____

Note: ECMs to which this Delivery and Acceptance Certificate relates are attached hereto.

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ATTACHMENT F

GUARANTEE OF ENERGY COST SAVINGS

1. DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meaning ascribed to them below:

"Baseline Period" is the period of time that defines the Baseline Usage and is representative of the facilities operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

"Baseline Usage" is the calculated energy usage of the Facilities prior to the implementation of the ECMs. The baseline energy usage used to calculate savings is adjusted based on using proper building ventilation rates.

"Baseline Demand" is the calculated energy demand of a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through building occupancy, energy end-use survey and plug load surveys of the Facilities.

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, cogeneration systems, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"ECM" the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment B.

"Excess Verified Savings" is the positive difference between the Verified Savings minus Guaranteed Savings in a Guaranteed Period.

"Expected Savings" is defined as the forward-looking estimate of savings for the First Guarantee Period based on the as-built conditions and the results of the M&V Plan.

"Facilities" shall mean those described in Attachment A.

"First Guarantee Period" is defined as the period beginning on the first (1st) day of the month following the date of execution of the Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by UPSD and ending on the day prior to the first (1st) twelve-month anniversary thereof.

"Guarantee Period" is defined as the First Guarantee Period and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Period throughout the Term of this Agreement.

"Guaranteed Savings" is defined as the amount of avoided Energy Costs and Operational Costs guaranteed to the UPSD in each Guarantee Period.

"Guaranteed Savings Reconciliation Report" (GSRR) is defined as the process and report for determining the Verified Savings in each Guarantee Period and reconciling it to the Guaranteed Savings in the same Guarantee Period.

"IPMVP" shall mean the International Performance Measurement and Verification Protocol and its Measurement and Verification Guidelines for energy savings performance contract projects.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan that describes how the Guaranteed

Savings will be verified.

"Operational Costs" shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment as defined for each ECM in Section 4, Schedule of Values.

"Post Installation Report" is defined as the process and report for determining the Expected Savings for the First Guarantee Period after the completion of construction.

"Term" shall commence on the first (1st) day of the month following the date of execution of the Final Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project (Phase 1 as a whole including both Phase 1A ECMs and Phase 1B ECMs) by UPSD and shall terminate at the end of twenty years unless terminated earlier as provided for herein.

"Verified Savings" is defined as the summation of avoided Energy Costs and Operational Costs as determined by the M&V Plan for the Facilities in each Guarantee Period as a result of the ECMs provided by NORESCO as well as Excess Verified Savings.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Guarantee Term shall be in effect for the Term.

2.2 Guarantee Termination. Should this Agreement be terminated (including, as applicable, the Maintenance Work or Measurement and Verification Services) in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Period in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations, if any, in Energy Costs and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Periods shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings: The following table lists the amount of Guaranteed Savings in each Guarantee Period resulting from the ECMs to be installed by NORESCO.

Table F.1: Guaranteed Savings for Each Guarantee Period

Guarantee Period	$ Amount
1	$43,665
2	$44,545
3	$45,442
4	$46,358
5	$47,293
6	$48,246
7	$49,218
8	$50,210
9	$51,223
10	$52,255
11	$53,309

Guarantee Period	$ Amount
12	$54,384
13	$55,481
14	$56,600
15	$57,741
16	$58,906
17	$60,094
18	$61,306
19	$62,543
20	$63,805
Total	$1,062,625

3.1.1 Additional Savings. Upon Customer approval, additional energy and/or operational cost avoidance that can be demonstrated as a result of NORESCO's efforts that result in no additional costs to Customer beyond the costs identified in this Construction Work Order will be included in the Guarantee Savings Reconciliation Report for the applicable Guarantee Period (s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by Customer and as calculated through the M&V Plan that result from activities undertaken by NORESCO prior to Final Acceptance may be applied to the Verified Savings for the First Guarantee Period, only if there is a shortfall in Year 1. However, this is limited to savings which occur before the originally scheduled completion date or extended completion date where such extension has been agreed to by the Customer.

3.2. Post Installation Documentation. NORESCO will provide UPSD with a Post Installation Report (PIR) detailing the Expected Savings for the First Guarantee Period within 120 days following the commencement of the First Guarantee Period. UPSD will assist NORESCO in generating the PIR by providing NORESCO's receipt thereof, together with access to relevant records relating to such Energy Costs and Operating Costs. UPSD will also assist NORESCO by permitting access to any energy billing information, maintenance records, drawings, or other data deemed necessary by NORESCO to generate the said report. Data and calculations utilized by NORESCO in the preparation of its PIR will be made available to UPSD, along with such explanations and clarifications as UPSD may reasonably request.

3.2.1 Acceptance of Post Installation Report. From the time of receipt, UPSD will have ninety (90) days to review the PIR and provide written notice to NORESCO of non-acceptance of the PIR. In the event that UPSD does not approve or disapprove of the PIR with ninety (90) days of its submission, NORESCO shall provide a notice UPSD has passed its review deadline and has three (3) additional days to review. In the event UPSD does not approve or disapprove of the PIR within three (3) days of receipt of that notice, UPSD shall be deemed to have accepted the PIR and its findings.

3.3 Savings Reconciliation Documentation. NORESCO will provide UPSD with a GSRR within 90 days after the end of each Guarantee Period. UPSD will assist NORESCO in generating the GSRR by providing NORESCO's receipt thereof, together with access to relevant records relating to such Energy and Operating Costs. UPSD will also assist NORESCO by permitting access to any energy billing information, maintenance records, drawings, or other data deemed necessary by NORESCO to generate the said report. Data and calculations utilized by NORESCO in the preparation of its GSRR will be made available to UPSD, along with such explanations and clarifications as UPSD may reasonably request.

3.3.1 Acceptance of Guarantee Savings Reconciliation Report. At the end of each Guarantee Period, UPSD will have thirty (30) days to review the GSRR and provide written notice to NORESCO of acceptance

of the GSRR for that Guarantee Year. In the event that UPSD does not approve or disapprove of the GSRR with thirty (30) days of its submission, NORESCO shall provide a notice UPSD has passed its review deadline and has three (3) additional days to review. In the event UPSD does not approve or disapprove of the GSRR within three (3) days of receipt of that notice, UPSD shall be deemed to have accepted the Report and its findings.

3.3.2 Guaranteed Savings Reconciliation. Verified Savings will be determined in accordance with the methodology(-ies), operating parameters, formulas, and constants as described below and/or defined in the M&V Plan and/or additional methodologies defined by NORESCO that may be negotiated with UPSD at any time. Guaranteed Savings in each Guarantee Period are considered satisfied if the Verified Savings equals or exceeds the Guaranteed Savings for such Guarantee Period. Actual savings reduction in utility bills may vary from the Verified Savings for reasons outside of NORESCO's control including but not limited to: changes in energy and other utility rates and tariffs, changes in UPSD operating schedules and usage patterns, changes in UPSD loads due to addition or reductions in energy and water consuming devices, changes in weather, impacts due to the operations of ECMs, impacts due to the maintenance of ECMs maintained by UPSD, and additions to and/or reduction in facility space usage.

3.3.3 Cumulation Excess Verified Savings. Excess Verified Savings may be carried forward from one Guarantee Period to the next for the Term.

3.3.4 Savings Shortfalls. In the event that the Verified Savings in any Guarantee Period is less than the Guaranteed Savings required for that Guarantee Period, NORESCO shall, upon receipt of written demand from UPSD, compensate UPSD the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) calendar days. Resulting compensation shall be NORESCO's sole liability for any shortfall in the Guaranteed Savings.

3.3.5 Activities and Events Adversely Impacting Savings. UPSD must promptly notify NORESCO of any activities known to UPSD, which adversely impacts NORESCO's ability to realize the Guaranteed Savings and NORESCO shall be entitled to reduce the Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond NORESCO's reasonable control.

3.3.6 Guarantee Adjustment. NORESCO's Guaranteed Savings obligations under this Agreement are contingent upon: (1) UPSD following the operations and maintenance requirements for the ECMs in accordance with the Agreement; (2) no alterations or additions being made by the UPSD without prior notice and written agreement of the Parties; (3) UPSD sending all current utility bills to NORESCO within a reasonable timeframe after receipt; and (4) NORESCO'S ability to render services not being impaired by circumstances beyond its control. To the extent that the Customer defaults or fails to perform fully any of its obligations under this Construction Work Order, NORESCO may adjust the Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless NORESCO has first provided the UPSD with written notice of UPSD's default(s) or failure(s) to perform and UPSD has failed to cure its default(s) and failure(s) to perform within thirty (30) days after receipt of such notice. Any operational changes, such as changes to building schedules, occupancy hours or equipment operating hours, are the UPSD's responsibility. NORESCO will note these operational changes when found and inform facility personnel but these changes will not impact the Verified Savings.

4. MEASUREMENT and VERIFICATION PLAN

4.1 Measurement and Verification. NORESCO and the UPSD agree that the Verified Savings will be determined using the following M&V Plan. Through this plan, the method through which Guaranteed Savings generated by the ECMs installed in the Facilities will be verified.

NORESCO and the UPSD agree that the Verified Savings by ECM will be determined using the following Measurement and Verification plans further described in this section. Through this plan, the Guaranteed Savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on the IPMVP.

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During the term of the Construction Work Order, NORESCO may make adjustments to energy savings due to changes in building occupancy, weather data, and utility rate schedules, etc., with Customer approval. The unit costs of energy will be applied to the energy savings calculated by this M&V plan.

4.2 Summary of M&V Plan:

ECM	Units	Option	Baseline M&V	Post-Installation M&V	Performance Period M&V	Variables
ECM 6: Re-Commission DDC Controls	kWh, CCF, propane gallons	A	Perform detailed survey of mechanical equipment. Determine operating parameters based on nameplate data, interviews with facilities staff, available data logs and trends. Develop energy bin model to calculate baseline energy consumption.	Verify proper commissioning of new EMS hardware and software including set points, schedules, and sequences of operation. Expected savings will be the difference between the baseline and post-installation models.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Weather data, operating schedules, HVAC equipment efficiency, airflows, occupancy profile, and space temperature set points.
ECM 7: Upgrade DDC Controls	n/a	n/a	n/a	n/a	n/a	n/a
ECM 9: High School Boiler Replacements	CCF	A	Baseline calculated based on pre-retrofit combustion efficiency measurements and operating hours based on calculated baseline heating load. Energy model will be calibrated to historical utility data.	Perform post-installation combustion efficiency measurements. Operating hours based on post-retrofit heating load. Expected savings will be the difference between the baseline and post-installation models updated to reflect the measurements performed.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Weather data, building heating and cooling loads, occupied/ unoccupied hours, temperature set points (°F), and heating system efficiency.

ECM	Units	Option	Baseline M&V	Post-Installation M&V	Performance Period M&V	Variables
ECM 11: Marlborough Well Pump Controls	kWh	A	Perform detailed survey of mechanical equipment. Determine operating parameters based on nameplate data, interviews with facilities staff, and equipment status. Use a spreadsheet calculation to calculate baseline energy consumption.	Verify proper commissioning of new pump controls. Expected savings will be the difference between the baseline and post-installation models.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Pump motor HP, motor efficiency, motor load factor, pump runtime, and system efficiency.
ECM 12: 4th and 5th Grade Center Boiler Replacements	CCF	A	Baseline calculated based on estimated new boiler combustion efficiency derated for age and operating hours based on calculated baseline heating load. Energy model will be calibrated to historical utility data.	Perform post-installation combustion efficiency measurements. Operating hours based on post-retrofit heating load. Expected savings will be the difference between the baseline and post-installation models updated to reflect the measurements performed.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Weather data, building heating and cooling loads, occupied/ unoccupied hours, temperature set points (°F), and heating system efficiency.

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ECM	Units	Option	Baseline M&V	Post-Installation M&V	Performance Period M&V	Variables
ECM 14: South Wing Geothermal Loop HVAC Replacement	kWh	A	Baseline calculated based on efficiency and run time of existing water source heat pumps and RTUs.	Post-retrofit consumption based on new heat pump and RTU efficiency and operating hours.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Operating hours, efficiency of heat pumps and RTUs.
ECM 15: North Wing Geothermal Loop HVAC Replacement	kWh CCF	A	Baseline calculated based on efficiency and run time of existing water source heat pumps.	Post-retrofit consumption based on new heat pumps efficiency and operating hours.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Operating hours, efficiency of heat pumps.

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ECM	Units	Option	Baseline M&V	Post-Installation M&V	Performance Period M&V	Variables
ECM 16: AHU Recommissioning and Condensing Unit Replacements	kWh	A	Baseline calculated based on efficiency and run time of existing condensing units.	Post-retrofit consumption based on new condensing unit efficiency and operating hours.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Operating hours, efficiency of condensing units.
ECM 17b: AHU Repairs at High School (1B)	n/a	n/a	n/a	n/a	n/a	n/a
ECM 19: RTU Replacements	kWh	A	Baseline calculated based on efficiency and run time of existing RTUs.	Post-retrofit consumption based on new RTU efficiency and operating hours.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Operating hours, efficiency of RTUs.

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ECM	Units	Option	Baseline M&V	Post-Installation M&V	Performance Period M&V	Variables
ECM 20: Pneumatic to DDC Retrofits (High School)	kWh	A	Baseline energy use is based on the nameplate information for pneumatic compressor motor sizes and efficiency. Operating hours will be based on interviews with facility staff.	The pneumatic compressor will be removed, there are not any post-installation measurements.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Compressor current draw, loading and run time.
ECM 23: Exhaust System Improvements	kWh	A	Baseline energy use based on cooling load and hours when exhaust fans can cool space rather than mechanical cooling.	Confirm exhaust fan operating sequences.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Exhaust fan motor electric consumption, operating hours.

ECM	Units	Option	Baseline M&V	Post-Installation M&V	Performance Period M&V	Variables
ECM 25: Variable Pumping	kWh	A	Baseline energy use based on dual temperature pump motor efficiency, loading and operating hours.	Verify commissioning of the variable pumping operating sequence.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	Pump operational hours, loading and power consumption.
ECM 27: Marlborough AHU Refurbishment	kWh	A	Baseline energy use based on AHU nameplate fan motor horsepower, estimated average load factor, average motor efficiency and operating hours.	Verify commissioning of the new AHU motor and verify operating sequence for VFD for AHU fan.	The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.	AHU operational hours, heating and power consumption.
ECM 36: Pneumatic to DDC Retrofits (Marlborough)	n/a	n/a	n/a	n/a	n/a	n/a

ECM	Units	Option	Baseline M&V	Post-Installation M&V	Performance Period M&V	Variables
ECM C: Asbestos Abatement Allowance	n/a	n/a	n/a	n/a	n/a	n/a
ECM D: High School Duct Cleaning	n/a	n/a	n/a	n/a	n/a	n/a
ECM E: Controls for High School Electric Reheats	n/a	n/a	n/a	n/a	n/a	n/a

Table F.2: Energy Savings Summary

ECMs		Electricity kWh	Nat. Gas CCF	Propane Gallons
6	Recommissioning DDC controls	174,267	32,810	348
7	Upgrade DDC controls	-	-	-
9	Boiler Replacements (High School)	-	4,363	-
11	Well Pump Controls Upgrade	3,676	-	-
12	Boiler Replacements (4th & 5th Center)	-	2,138	-
14	South Wing Geothermal Loop HVAC Replacement	(15,765)	-	-
15	North Wing Geothermal Loop HVAC Replacement	(26,384)	-	-
16	AHU Recommissioning and Condensing Unit Replacements	2,318	-	-
17b	AHU Repairs at High School (1B)	-	-	-
19	RTU Replacements	14,500	-	-
20	Pneumatic to DDC Retrofits (High School)	22,734	-	-
23	Exhaust System Improvements	-	-	-
25	Variable Pumping	44,103	-	-

ECMs		Electricity kWh	Nat. Gas CCF	Propane Gallons
27	Marlborough AHU Refurbishment	11,221	-	-
36	Pneumatic to DDC Retrofits (Marlborough)	-	-	-
C	Asbestos Abatement Allowance	-	-	-
D	High School Duct Cleaning	-	-	-
E	Controls for High School Electric Reheats	-	-	-
	Totals	230,669	39,311	348

The baseline energy unit costs are based on the average energy rates in effect from July 2019 to June 2020.

Table F.3: Base Year Utility Rates

Location	Electricity $/kWh	Nat. Gas $/CCF	Propane $/Gallons
Upper Perkiomen HS	$0.06869	$0.5899	-
Hereford ES	$0.08938	-	$1.73
Marlborough ES	$0.08925	$0.6967	-
Upper Perkiomen 4th/5th Grade Center	$0.08145	$0.6300	-
Upper Perkiomen Admin Facility	$0.08071	-	$1.74

Escalation rates are shown below in Table F.4. These escalation rates will be applied to the energy unit costs in Table F.3 for reporting of the Verified Savings in the Guaranteed Savings Reconciliation Reports. Year 1 escalation percentage represents the time differential between the date of the utility bills used in the energy baseline and the completion of the project construction.

Table F.4: Annual Escalation Rates

Year	Electricity ($/kWh)	Natural Gas ($/CCF)	Propane ($/Gallon)
1	105.1%	105.1%	107.7%
2	102.0%	102.0%	103.0%
3	102.0%	102.0%	103.0%
4	102.0%	102.0%	103.0%
5	102.0%	102.0%	103.0%
6	102.0%	102.0%	103.0%
7	102.0%	102.0%	103.0%
8	102.0%	102.0%	103.0%
9	102.0%	102.0%	103.0%
10	102.0%	102.0%	103.0%
11	102.0%	102.0%	103.0%
12	102.0%	102.0%	103.0%
13	102.0%	102.0%	103.0%
14	102.0%	102.0%	103.0%
15	102.0%	102.0%	103.0%
16	102.0%	102.0%	103.0%
17	102.0%	102.0%	103.0%
18	102.0%	102.0%	103.0%
19	102.0%	102.0%	103.0%
20	102.0%	102.0%	103.0%

The energy unit costs shown in Tables F.3 along with the escalation rates shown in Table F.4 are the effective rates used with the Energy Savings included in Table F.2 to calculate the Guaranteed Savings shown in Table F.5.

Table F.5: Guaranteed Savings

Guarantee Period	Utility Savings	Total Savings
1	$43,665	$43,665
2	$44,545	$44,545
3	$45,442	$45,442
4	$46,358	$46,358
5	$47,293	$47,293
6	$48,246	$48,246
7	$49,218	$49,218
8	$50,210	$50,210

Guarantee Period	Utility Savings	Total Savings
9	$51,223	$51,223
10	$52,255	$52,255
11	$53,309	$53,309
12	$54,384	$54,384
13	$55,481	$55,481
14	$56,600	$56,600
15	$57,741	$57,741
16	$58,906	$58,906
17	$60,094	$60,094
18	$61,306	$61,306
19	$62,543	$62,543
20	$63,805	$63,805
Total	$1,062,625	$1,062,625

4. MEASUREMENT and VERIFICATION DESCRIPTIONS

ECM 6: Recommissioning DDC Controls

Calculation Methodology
NORESCO created a spreadsheet bin model to determine the total cooling load profile. The key points of the analysis methodology for the development of this ECM include:

- Existing and proposed heating and cooling occupied and unoccupied setpoints and schedules.
- Envelope losses, ventilation losses and internal gains
- Heating and cooling system efficiencies
- Existing chilled water and condenser water supply temperature setpoint and proposed reset schedule
- Existing hot water supply temperature setpoint and proposed reset schedule
- Calculated cooling and heating savings using spreadsheet bin modeling

Proposed savings were calculated based on the equipment load for the high school and the expected post-installation operation.

Baseline M&V Activities
NORESCO performed a detailed survey of mechanical equipment and determined operating parameters based on nameplate data, interviews with facilities staff, available data logs and review of existing setpoints and schedules.

Post-Installation M&V Activities
NORESCO will verify proper commissioning of new EMS hardware and software including set points, schedules, and sequences of operations. Two
Post-installation energy use is calculated based on the proposed agreed-upon control strategies, schedules and setpoints. Expected savings will be the difference between the baseline and post-installation energy use.

Annual M&V Activities

The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 7: Upgrade DDC Controls

Calculation Methodology

There are no savings associated with this ECM, so this does not apply.

Baseline M&V Activities

There are no savings associated with this ECM, so this does not apply.

Post-Installation M&V Activities

There are no savings associated with this ECM, so this does not apply.

Annual M&V Activities

There are no savings associated with this ECM, so this does not apply.

ECM 9: Boiler Replacements (High School)

Calculation Methodology

NORESCO used a bin analysis spreadsheet to calculate the proposed savings for this ECM. The following formulas are used to calculate the heating load and the proposed energy and fuel savings:

For outside air temperature greater than the heating balance temperature (60 ºF),

Heating Load (%) = (Heating Balance Temp. (ºF) – Outside Air Temp. (ºF)) / (Heating Balance Temp. (ºF) – Design Heating Temp. (ºF))

Existing Fuel Use (CCF) = Design Heating Load (KBH) × Heating Load Percentage (%) × Annual Bin Hours (H) / Existing Heating Efficiency / Natural Gas Heat Content (KBtu/CCF)

Proposed Fuel Use (CCF) = Design Heating Load (KBH) × Heating Load Percentage (%) × Annual Bin Hours (H) / Proposed Heating Efficiency / Natural Gas Heat Content (KBtu/CCF)

Fuel Savings = Existing Fuel Use (CCF) - Proposed Fuel Use (CCF)

Baseline M&V Activities

NORESCO performed boiler combustion efficiency measurements at Upper Perkiomen High School on January 14, 2021 using a Testo 340 combustion analyzer. Measurements were taken on boilers B-2 and B-3. Table F.6 shows the summary of the test results. Data collection forms are included in the Appendix to the Investment Grade Audit.

Table F.6. UPHS Boiler Combustion Efficiency Test Results Summary

Boiler No.	Fuel Type	Firing Rate	Combustion Efficiency Measurement #1	Combustion Efficiency Measurement #2	Combustion Efficiency Measurement #3	Average Combustion Efficiency
B-2	Natural Gas	100%	82.1%	82.0%	81.9%	82.0%
B-3	Natural Gas	100%	85.3%	85.3%	85.4%	85.3%

NORESCO used the average of all six measurements as the baseline combustion efficiency for the boilers at the high school. In addition, other baseline boiler losses and distribution losses were estimated at 2% and 5% respectively for a total baseline heating system efficiency equal to 76.5%.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will perform post-installation combustion efficiency measurements to confirm the new boilers perform as expected. Operating hours are based on post-retrofit heating load. Expected savings will be the difference between the baseline and post-installation models updated to reflect the combustion efficiency measurements performed.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 11: Well Pump Controls Upgrade

Calculation Methodology

NORESCO used a spreadsheet calculation based on field observation of the well pump short cycling. The savings are calculated based on improving the system efficiency due to reduction of the short cycling and reduction of percent of time the pump will be running post-installation compared to the baseline operation. The energy required to operate the pump was calculated for both baseline and proposed post-installation conditions using the following equation.

Pump Energy Use (kWh)	=	Pump Motor Power (hp) × Conversion Factor (kW/hp) × Motor Load Factor (%) / Motor Efficiency (%) / System Efficiency (%) × Hours per Year (hrs.) × Percent of Time Pump is Running (%)

The proposed savings are calculated as the difference between the baseline pump energy use and the post-installation pump energy use.

Baseline M&V Activities
NORESCO investigated the existing well pump equipment and controls to determine the existing operation. Marlborough Elementary School is served by a well water system that includes a pumping package, pressure tank, and water treatment equipment. The pumping package and pressure tank are located in the main equipment room that also houses the school's boilers and chiller. The two 7.5-horsepower pumps are piped in parallel. Typically, one of the pumps is turned on and off as required to maintain the building's water pressure. During periods of high demand, if a single operating pump cannot maintain pressure, the existing controls are set-up to bring on the second pump.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will verify proper commissioning of the new pump controls. Expected savings will be the difference between the baseline and post-installation energy use.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 12: Boiler Replacements (4th & 5th Center)

Calculation Methodology
NORESCO used a bin analysis spreadsheet to calculate the proposed savings for this ECM. The following formulas are used to calculate the heating load and the proposed energy and fuel savings:

For outside air temperature below the heating balance temperature (60 ºF),

Heating Load (%) = (Heating Balance Temp. (ºF) – Outside Air Temp. (ºF)) / (Heating Balance Temp. (ºF) – Design Heating Temp. (ºF))

Existing Fuel Use (CCF) = Design Heating Load (KBH) × Heating Load Percentage (%) × Annual Bin Hours (H) / Existing Heating Efficiency / Natural Gas Heat Content (KBtu/CCF)

Proposed Fuel Use (CCF) = Design Heating Load (KBH) × Heating Load Percentage (%) × Annual Bin Hours (H) / Proposed Heating Efficiency / Natural Gas Heat Content (KBtu/CCF)

Fuel Savings = Existing Fuel Use (CCF) - Proposed Fuel Use (CCF)

Baseline M&V Activities
NORESCO visited the boiler plant to perform combustion efficiency measurements; however, due to the unavailability of a test port and the nature of the insulation that prohibited drilling a hole, NORESCO was unable to perform the measurements. Estimated new combustion efficiency of 80% derated 1% for age, 2% radiant jacket losses and 3% distribution losses yielded 74% total baseline heating system efficiency.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will perform post-installation combustion efficiency measurements to confirm the new boilers perform as expected. Operating hours are based on post-retrofit heating load. Expected savings will be the difference between the baseline and post-installation models updated to reflect the combustion efficiency measurements performed.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 14: South Wing Geothermal Loop HVAC Replacement

Calculation Methodology
NORESCO used a bin analysis spreadsheet to calculate the proposed savings for this ECM. The following formulas are used to calculate the cooling load and the proposed electric energy savings:

For outside air temperature above the cooling balance temperature (60 ºF),

Cooling Load (%) = (Outside Air Temp. (ºF) – Cooling Balance Temp. (ºF)) / (Design Cooling Temp. (ºF) – Cooling Balance Temp. (ºF))

Existing Electric Energy Use (kWh) = Design Cooling Load (KBH) × Cooling Load Percentage (%) × Annual Bin Hours (H) × Conversion Factor (Ton.hr/KBtu) × Existing Cooling Efficiency (kW/Ton)

Proposed Electric Energy Use (kWh) = Design Cooling Load (KBH) × Cooling Load Percentage (%) × Annual Bin Hours (H) × Conversion Factor (Ton.hr/KBtu) × Proposed Cooling Efficiency (kW/Ton)

Electric Energy Savings (kWh) = Existing Electric Energy Use (kWh) - Proposed Electric Energy Use (kWh)

Baseline M&V Activities

NORESCO surveyed the existing cooling equipment serving the South Wing at the Upper Perkiomen High School. Baseline activities included documenting the nameplate size and efficiency of the cooling equipment in addition to the operating schedule.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will verify proper commissioning of the new equipment. Expected savings will be the difference between the baseline and post-installation energy use.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 15: North Wing Geothermal Loop HVAC Replacement

Calculation Methodology
NORESCO used a bin analysis spreadsheet to calculate the proposed savings for this ECM. The following formulas are used to calculate the cooling load and the proposed electric energy savings:

For outside air temperature above the cooling balance temperature (60 ºF),

Cooling Load (%) = (Outside Air Temp. (ºF) – Cooling Balance Temp. (ºF)) / (Design Cooling Temp. (ºF) – Cooling Balance Temp. (ºF) –)

Existing Electric Energy Use (kWh) = Design Cooling Load (KBH) × Cooling Load Percentage (%) × Annual Bin Hours (H) × Conversion Factor (Ton.hr/KBtu) × Existing Cooling Efficiency (kW/Ton)

Proposed Electric Energy Use (kWh) = Design Cooling Load (KBH) × Cooling Load Percentage (%) × Annual Bin Hours (H) × Conversion Factor (Ton.hr/KBtu) × Proposed Cooling Efficiency (kW/Ton)

Electric Energy Savings (kWh) = Existing Electric Energy Use (kWh) - Proposed Electric Energy Use (kWh)

Baseline M&V Activities
NORESCO surveyed the existing cooling equipment serving the North Wing at the Upper Perkiomen High School. Baseline activities included documenting the nameplate size and efficiency of the cooling equipment in addition to the operating the schedule.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will verify proper commissioning of the new equipment. Expected savings will be the difference between the baseline and post-installation energy use.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 16: AHU Recommissioning and Condensing Unit Replacements

Calculation Methodology
NORESCO used a bin analysis spreadsheet to calculate the proposed savings for this ECM. The following formulas are used to calculate the cooling load and the proposed electric energy savings:

For outside air temperature above the cooling balance temperature (60 ºF),

Cooling Load (%) = (Outside Air Temp. (ºF) – Cooling Balance Temp. (ºF)) / (Design Heating Temp. (ºF)

– Cooling Balance Temp. (ºF) –)

Existing Electric Energy Use (kWh) = Design Cooling Load (KBH) × Cooling Load Percentage (%) × Annual Bin Hours (H) × Conversion Factor (Ton.hr/KBtu) × Existing Cooling Efficiency (kW/Ton)

Proposed Electric Energy Use (kWh) = Design Cooling Load (KBH) × Cooling Load Percentage (%) × Annual Bin Hours (H) × Conversion Factor (Ton.hr/KBtu) × Proposed Cooling Efficiency (kW/Ton)

Electric Energy Savings (kWh) = Existing Electric Energy Use (kWh) - Proposed Electric Energy Use (kWh)

Baseline M&V Activities
NORESCO surveyed the existing condensing units serving the Upper Perkiomen High School. Baseline activities included documenting the nameplate size and efficiency of the existing condensing units in addition to the operating the schedule.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will verify proper commissioning of the new equipment. Expected savings will be the difference between the baseline and post-installation energy use.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 17b: AHU Repairs at High School (1B)

Calculation Methodology
There are no savings associated with this ECM, so this does not apply.

Baseline M&V Activities
There are no savings associated with this ECM, so this does not apply.

Post-Installation M&V Activities
There are no savings associated with this ECM, so this does not apply.

Annual M&V Activities
There are no savings associated with this ECM, so this does not apply.

ECM 19: RTU Replacements

Calculation Methodology
NORESCO used a bin analysis spreadsheet to calculate the proposed savings for this ECM. The following formulas are used to calculate the cooling load and the proposed electric energy savings:

For outside air temperature above the cooling balance temperature (60 ºF),

Cooling Load (%) = (Outside Air Temp. (ºF) – Cooling Balance Temp. (ºF)) / (Design Heating Temp. (ºF) – Cooling Balance Temp. (ºF) –)

Existing Electric Energy Use (kWh) = Design Cooling Load (KBH) × Cooling Load Percentage (%) × Annual Bin Hours (H) × Conversion Factor (Ton.hr/KBtu) × Existing Cooling Efficiency (kW/Ton)

Proposed Electric Energy Use (kWh) = Design Cooling Load (KBH) × Cooling Load Percentage (%) ×

Annual Bin Hours (H) × Conversion Factor (Ton.hr/KBtu) × Proposed Cooling Efficiency (kW/Ton)

Electric Energy Savings (kWh) = Existing Electric Energy Use (kWh) - Proposed Electric Energy Use (kWh)

Baseline M&V Activities
NORESCO surveyed the existing RTUs serving the Upper Perkiomen High School. Baseline activities included documenting the nameplate size and efficiency of the existing units in addition to the operating the schedule.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will verify proper commissioning of the new equipment. Expected savings will be the difference between the baseline and post-installation energy use.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 20: Pneumatic to DDC Retrofits (High School)

Calculation Methodology
Savings associated with reducing compressor use due to eliminating pneumatics:

Existing Energy Use (kWh) = (Total Connected Compressor Horsepower (hp) × Conversion Factor (kW/hp) × Load Factor / Motor Efficiency (%)) × Existing Cycle Rate (%) × Hours per Day (h/day) × Days per Week (day/week) × Weeks per Year (week/yr)

Proposed Energy Use (kWh) = 0

Proposed Energy Savings (kWh) = Existing Energy Use (kWh) – Proposed Energy Use (kWh)

Penalty for new 3 hp compressor for pool backwash system (1hr/day)
Proposed Energy Penalty (kWh) = (New Compressor Horsepower (hp) × Conversion Factor (kW/hp) × Load Factor / Motor Efficiency (%)) × Proposed Cycle Rate (%) × Hours per Day (h/day) × Days per Week (day/week) × Weeks per Year (week/yr)

Baseline M&V Activities
NORESCO surveyed the existing compressor that serves the pneumatic controls serving the Upper Perkiomen High School. Baseline activities included documenting the nameplate size and efficiency of the existing compressor in addition to the operating the schedule.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will verify proper commissioning of the new equipment. Expected savings will be the difference between the baseline and post-installation energy use.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 23: Exhaust System Improvements

Calculation Methodology
There are no savings associated with this ECM, so this does not apply.

Baseline M&V Activities
There are no savings associated with this ECM, so this does not apply.

Post-Installation M&V Activities
There are no savings associated with this ECM, so this does not apply.

Annual M&V Activities
There are no savings associated with this ECM, so this does not apply.

ECM 25: Variable Pumping

Calculation Methodology
NORESCO used a bin analysis spreadsheet to calculate the proposed savings for this ECM. The following formulas are used to calculate the pump energy and the proposed electric energy savings:

Existing Pump Energy (kWh) = Pump Quantity × Head (ft) × Flow (GPM) × Specific Gravity of Water (lb/cu. Ft.)/Efficiency (%)/ 3,960 × Annual Operating Hours (hrs)

Proposed Pump Energy (kWh) = Pump Quantity × Head (ft) × Flow (GPM) × Specific Gravity of Water (lb/cu. Ft.)/Efficiency (%)/ 3,960 × Annual Operating Hours (hrs) × Required Pump Load (%)^2.3/VFD Efficiency (%)

Pump Energy Savings (kWh) = Existing Pump Energy (kWh) - Proposed Pump Energy (kWh)

Baseline M&V Activities
NORESCO surveyed the existing pumps serving Marlborough Elementary school. Baseline activities included documenting the nameplate size and efficiency of the pumps in addition to the operating the schedule. Proposed savings are based on one dual temperature pump running continuously over 7,000 hours per year to circulate water through the 2-pipe heating and cooling system.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will verify proper commissioning of the new equipment.

Expected savings will be the difference between the baseline and post-installation energy use.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 27: Marlborough AHU Refurbishment

Calculation Methodology
NORESCO used a bin analysis spreadsheet to calculate the proposed savings for this ECM. The following formulas are used to calculate the AHUs Fan energy and the proposed electric energy savings:

Total Fan Power (kW) = Total Fan Horsepower (hp) × Conversion Factor (kW/hp) × Average Motor Load Factor (%) / Average Motor Efficiency (%)

Pre-retrofit Fan Energy (kWh) = Total Fan Power (kW) × Annual Operating Hours (hrs)

Proposed Fan Energy (kWh) = Total Fan Power (kW) × Annual Operating Hours (hrs) × Required Fan Load (%)^2.3/VFD Efficiency (%)

Fan Energy Savings (kWh) = Pre-retrofit Fan Energy (kWh) - Proposed Pump Energy (kWh)

Baseline M&V Activities
NORESCO surveyed the existing AHUs serving Marlborough Elementary school. Baseline activities included documenting the nameplate size and efficiency of the fan motors in addition to the operating the schedule. Proposed savings are based on the fans running continuously over the proposed scheduled occupied hours.

Post-Installation M&V Activities
Post-installation energy consumption will be based on the commissioning of the equipment as well as the calculations described above. NORESCO will verify proper commissioning of the new equipment. Expected savings will be the difference between the baseline and post-installation energy use.

Annual M&V Activities
The Verified Savings will be equal to the Expected Savings documented in the PIR escalated using the contractual escalation rates. No measurements or annual site visits will be performed.

ECM 36: Pneumatic to DDC Retrofits (Marlborough)

Calculation Methodology
There are no savings associated with this ECM, so this does not apply.

Baseline M&V Activities
There are no savings associated with this ECM, so this does not apply.

Post-Installation M&V Activities
There are no savings associated with this ECM, so this does not apply.

Annual M&V Activities
There are no savings associated with this ECM, so this does not apply.

ECM C: Asbestos Abatement Allowance

Calculation Methodology
There are no savings associated with this ECM, so this does not apply.

Baseline M&V Activities
There are no savings associated with this ECM, so this does not apply.

Post-Installation M&V Activities
There are no savings associated with this ECM, so this does not apply.

Annual M&V Activities
There are no savings associated with this ECM, so this does not apply.

ECM D: High School Duct Cleaning

Calculation Methodology
There are no savings associated with this ECM, so this does not apply.

Baseline M&V Activities
There are no savings associated with this ECM, so this does not apply.

Post-Installation M&V Activities
There are no savings associated with this ECM, so this does not apply.

Annual M&V Activities
There are no savings associated with this ECM, so this does not apply.

ECM E: Controls for High School Electric Reheats

Calculation Methodology
There are no savings associated with this ECM, so this does not apply.

Baseline M&V Activities
There are no savings associated with this ECM, so this does not apply.

Post-Installation M&V Activities
There are no savings associated with this ECM, so this does not apply.

Annual M&V Activities
There are no savings associated with this ECM, so this does not apply.

ATTACHMENT G

CONTRACT COST AND ANNUAL SERVICES

(a) Customer agrees to pay to NORESCO, the amount equal to the Project Cost, as listed below, in accordance with the terms described in Section 4 of the Construction Work Order.

Project Cost = $7,040,560

(b) Maintenance Fee: Not applicable for Work Order # 1B

(c) Measurement & Verification Fee: Customer shall pay NORESCO for annual measurement and verification services provided under this Construction Work Order that the Parties mutually agree to have NORESCO perform. Customer agrees to pay the annual Measurement & Verification fee as provided for below with respect to such agreed upon services.

Year	Annual Amount
1	$0
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
11	$0
12	$0
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$0

(d) Total Performance Period Fee: The total annual performance period fee shall be the sum of the Maintenance Fee and the Measurement and Verification Fee listed above. Specifically, Customer agrees to pay the following Performance Period Fees.

Year	Annual Amount
1	$0
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
11	$0
12	$0
13	$0
14	$0
15	$0
16	$0
17	$0
18	$0
19	$0
20	$0
Total	$0

ATTACHMENT H

CHANGE ORDER FORM

(Request & Agreement for Change in Plans and/or Specifications and/or Terms)

Change Request No. _____

Customer:_____
Department:_____

Project No._____ Contract No._____ Site:_____

Title:_____

I. REQUEST Date:_____

(a) Requested by_____ Of_____

(b) Description of change _____
_____

II. NORESCO's AGREEMENT

For all costs involved in this change including extensions of time herein requested NORESCO proposes to perform the work described in accordance with the provisions of the subject Construction Work Order and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time of _____ calendar days to _____ is requested.

NORESCO_____ by_____ Date:_____

CUSTOMER APPROVAL: Date:_____

	Contract Award	$
Customer_____	Previous Additions	$
	Previous Deductions	$
By:_____	Net Total	$
Title:_____	This Change	$
	Total	$

ATTACHMENT I

MAINTENANCE SERVICES

Not Applicable to Work Order No. 1B

ATTACHMENT J

NORESCO INSTALLED EQUIPMENT

ECM 06: Recommissioning Controls, ECM 7: Upgrade DDC controls, ECM 20: Pneumatic to DDC Retrofits (High School), ECM 23: Exhaust System Improvements, ECM E: Controls for High School Electric Reheats

The scope of work includes:

- ECM 06: Retrocommissioning DDC controls
  - Perform Point to Point and Functional Performance testing on units listed in Table J1: Equipment to be Retrocommissioned.
  - Recalibrate inputs and outputs including dampers and valves.
  - Complete Airside Testing, Adjusting, and Balancing on 19 AHUs and RTUs at UPSD HS, 7 AHUs and 9 VAVs at Marlborough Elementary, 13 AHUs and 37 VAVs at Hereford Elementary, 1 AHU and 23 VAVs at Administration, and 19 AHUs and 44 VAVs at the 4/5 Center.
  - Document existing conditions and system modifications in a detailed report.

Table J1: Equipment to Be Recommissioned

Building	AHU / RTU	FCU / UV	HPs	VAVs	RHs	HWS	CHWS	CUH	EF	Fintube	VVTs
UPHS	-	-	2	-	-	-	-	-	-	-	-
Marlborough	-	-	-	-	-	1	1	-	-	-	-
4th and 5th Grade Center	19	9	-	44	-	-	2	5	5	5	12
Administration	1	-	-	23	-	-	-	-	-	-	-
Hereford	13	26	-	37	-	1	2	13	9	5	-
Total	33	35	2	104	0	2	5	18	14	10	12

- ECM 7: Upgrade DDC controls
  - Coordinate with UPSD regarding use of a virtual server provided by UPSD.
  - Provide and install version 4 of the Tridium software and associated licenses. Software licenses shall be assigned to UPSD.
  - Work with UPSD facility personnel to coordinate the required UPSD provided network drops and device addressing.

- Provide and install new Jace 8000's at the High School, Hereford Elementary, 4th and 5th Grade Center, and the Administration Building (total of 4). Integrate the existing Jace 8000 at Marlborough Elementary and the new Bacnet IP system at the UPSD Middle School into the central virtual server. Include any license upgrades necessary for integration of these systems to the central server, as well as, navigating to each building from a single system architecture.
- Design, furnish and install a graphical interface for the EMCS. Graphics at all buildings must be standard in their design, layout and content. Graphics will be updated as necessary to create a uniform look throughout the campus wide system.
- Create graphics and map central plants, AHU's and associated terminal unit points to the new graphical front end. Graphics for AHUs shall be comprised of a summary AHU page by building, as well as, an individual AHU graphic. Graphics for terminal units shall have a summary sheet organized by associated AHU, on a floor plan, as well as, individual zone graphics. Heating and cooling systems shall have their own graphics. Graphics shall be linked in such a way that it will be possible to return to the main building screen of the campus wide system from any page.
- Map setpoints that are used for control of the unit and its associated outputs. Setpoints shall be adjustable from the front end without editing the programming.

- ECM 20: Pneumatic to DDC Retrofits (High School)
  - Provide and install new BACnet compatible controller(s), wiring and end devices for 79 reheat coils and 5 unit heaters.
  - Provide and install new network wiring and EMT as required to tie the new controller(s) into the building network.
  - Supply, wire, and install seventy-nine (79) new 1/2" modulating hot water valves associated with the reheat coils.
  - Supply, wire, and install five (5) new 1/2", 2-way modulating hot water valves associated with the unit heaters.
  - Provide point to point and functional performance testing Commissioning on seventy-nine (79) reheat coils and 5 unit heaters.
  - Clean seventy-nine (79) existing reheat coils.
  - Disconnect and remove the existing pneumatic compressor serving the pneumatic controls that have been replaced with DDC
- ECM 23: Exhaust System Improvements
  - Provide and install new DDC controls, wiring, and end devices for two exhaust fans.
  - Provide point to point and functional performance testing commissioning on two exhaust fans.
- ECM E: Controls for High School Electric Reheats

- Provide and install new BACnet compatible controller(s), wiring and end devices for ten electric reheats.
- Provide and install new network wiring and EMT as required to tie the new controller(s) into the building network.
- Provide point to point and functional performance testing commissioning for ten electric reheats

- Build graphics, set up scheduling, setpoints, trending, and alarming.
- Include commissioning, and ECM onsite training services.
- All listed work to occur during normal working hours (normal working hours defined to be Monday through Friday, 7 a.m. to 3:30 p.m. daily)
- NORESCO will provide Distech Controls Niagara Framework, an open-protocol BACnet direct digital control building automation system.

ECM 11: Well Pump Controls Upgrade

The scope of work includes:

- One(1) - Alyan 7.5 Hp 460V Duplex Variable Speed Pressure System Panel
- (1) - UL-508A listed & labeled Variable Speed controller panel, NEMA 12 enclosure force ventilated with fans & filters w/splash guard protection, rated: 18 KAIC model no. D-V371-J34, N-F Door interlocked lockable safety disconnect switch,
- (2)- Square D Altivar 212 VFDs each rated 7.5 Hp, 460V, 12 Amp, NEMA size H-O-A selector switches for capability of switching to Hand mode
- (2)- Dedicated NEMA 4 SS industrial grade pressure transmitters (inlet/outlet)
- Programming, install and startup/testing.
- Integration of the new panel into the building energy management system, including control and communication wiring ,graphical interface and general alarm from pump controller.
- Provide O&M manuals and customer training.

ECM 09: Boilers Replacements (High School), ECM 12: Boiler Replacements (4th & 5th Center)

Upper Perkiomen High School

NORESCO will demolish and remove the following:

- Four (4) existing hot water boilers, associated burners, control wiring, and conduit and associated accessories.
- Existing 4” hot water supply and return piping and accessories in the boiler room.
- Existing natural gas and oil feed lines in the boiler room as required to facilitate installation of new boilers.
- Four (4) existing in-line primary hot water pumps. One (1) at each boiler.
- Existing air separator and expansion tank(s).

- Existing boiler breeching as required to facilitate the installation of new boiler breeching.
- Existing electrical circuit breaker, local disconnects, motor starters, wiring, conduit, and associated accessories from the four (4) hot water boilers and primary pumps back to the circuit breaker panel. Remove existing breakers or disconnect switches and install a blank cover.
- Conduit in good condition may be reused if it meets the electrical code for the installation of the new equipment.

NORESCO will furnish and install the following:

- Four (4) new cast-iron sectional hot water boilers with high-efficiency dual-fuel 8:1 turndown modulating burners.
- Individual double-walled breeching with backdraft damper from each boiler. Reconnect to existing breeching through the roof above.
- Four (4) new in-line primary hot water pumps with high-efficiency motors. One (1) at each boiler.
- Four (4) new gas trains. One (1) at each new boiler. Reconnect to existing gas piping. Vent gas regulators separately as required by gas utility, PECO.
- New heating hot water piping as required to make connections to existing hot water piping system.
- New 6” supply and return hot water header
- Reconnect existing draft fans for use with new boilers
- Reconnect fuel oil piping and fuel oil pumps to new boilers
- New gas and/or carbon monoxide detector as required by code
- Two (2) new 36”x24” outside air openings in perimeter wall with new weather louvers and automatic dampers installed as required to provide adequate combustion air for the new boilers. Weather seal new openings.
- New master boiler control panel with boiler staging capability, and a BACnet interface.
- New electronic DDC controls integrated with the current version of Niagara 4 framework building management system.
- Install boilers in the location of the existing boilers to be removed. Install new insulated Victaulic piping from the new boilers and connect to new hot water pumps, new air separator, and new expansion tank.
- New pipe insulation and preformed fittings on new piping as part of work.
- Extend or repair existing concrete boiler pads for new boilers, as applicable.
- Reuse balance of insulated hot water piping system.
- Install new thermowells and pressure taps as required on piping for all four (4) new boilers.
- New electrical wiring in conduit for main power and controls to boiler from existing panel(s).
- New electrical wiring in conduit for main power to new hot water pumps from existing panels.
- New BACnet compatible controller(s), wiring, and end devices for new boiler controls.

- New network wiring and EMT as required to tie the new controller(s) into the building network.
- BACnet communications wiring and conduit to the two (2) new secondary pump VFD's (installed in Phase 1A) and four (4) boilers.
- Point to point and functional performance testing commissioning of installed systems.

Upper Perkiomen 4th/5th Grade Center

NORESCO will demolish and remove the following:

- Two (2) existing hot water boilers, associated burners, control wiring and conduit and associated accessories.
- Two (2) existing in-line primary hot water pumps. One (1) at each boiler.
- Cut and cap existing 6" hot water supply, return piping, supply header and accessories as required to facilitate installation of new boilers.
- Cut and cap existing natural gas and oil feed lines as required.
- Reconnect to existing boiler breeching as required to facilitate the installation of the new boilers.

NORESCO will furnish and install the following:

- Two new cast-iron sectional hot water boilers with high-efficiency dual-fuel 8:1 turndown modulating burners.
- Individual venting from each boiler tied into existing breeching and masonry stack.
- Reconfigured boiler piping to create primary and secondary hot water loops.
- A new in-line primary hot water pump with high-efficiency motor for each boiler.
- New air openings with weather louvers and automatic dampers to provide adequate combustion air for the new boilers.
- New gas and/or carbon monoxide detector as required by code
- New electronic DDC controls integrated with the current version of Niagara 4 framework building management system.
- New BACnet compatible controller(s), wiring, and end devices for new boilers.
- New network wiring and EMT as required to tie the new controller(s) into the building network.
- BACnet communications wiring and conduit to the two (2) new boilers.
- Point to point and functional performance testing commissioning of installed systems.

ECM 14: South Wing Geothermal Loop HVAC Replacement, ECM 15: North Wing Geothermal Loop HVAC Replacement, ECM 16: AHU Recommissioning and Condensing Unit Replacements, ECM 17b: AHU Repairs at High School (1B), ECM 19: RTU Replacements, ECM 20: Pneumatic to DDC

Retrofits (High School), ECM 23: Exhaust System Improvements

ECM 14: South Wing Geothermal Loop HVAC Replacement

The scope of work includes:

- Demolition
    - Four (4) water-to-water heat pump units in the 400 Wing equipment room including associated piping, wiring, and controls.
    - Two (2) end suction pumps in the 400 Wing equipment room used to circulate flow through the geothermal loop, including associated accessories, wiring and controls. Existing concrete pads shall be reused. Pads shall be repaired as required for the installation of the new pumps.
    - Twenty-seven (27) ceiling hung and three (3) roof mounted water-to-air heat pump units served by the 400 Wing geothermal system. Drain existing geothermal piping and loop supply and return piping inside the building.
    - One (1) 120 kW electric boiler located in boiler room. Cut back existing piping as required to reconnect existing hot water supply and return piping and in-line pumps.
    - One (1) existing air-source heat pump (ASHP) split system located in Life Skills 311 including all associated refrigeration piping, accessories, wiring and conduit and controls. Disconnect and cutback existing ductwork as required to facilitate installation of new unit. Remove associated outdoor units and patch roof penetrations as required.
    - Four (4) existing roof mounted air-to-air heat exchangers (HXs) including all accessories, wiring and controls (IA Classroom 408 & Music Storage). Disconnect and cutback existing ductwork as required to facilitate installation of new units.
    - Seven (7) existing roof-mounted exhaust fans including all accessories and wiring.
- New Work
    - Furnish and install two (2) new end suction pumps (20-P-1A & 20-P-1B) including associated piping, power, wiring, controls, and all associated accessories. Mount new pumps on existing concrete housekeeping pads.
    - Furnish and install new freeze pump on AHU-1.
    - Furnish and install new glycol makeup system.
    - Extend heating hot water & chilled water piping from the auditorium lobby to 300-wing to serve AHU-1 chilled water coil and 300 wing reheats. This piping will be capped for future use.
    - Furnish and install thirty (30) new high efficiency water-to-air geothermal heat pump units of the same size and configuration as the ones being replaced

including associated controls wiring, conduit and accessories. Reconnect new ductwork and piping to existing. (300 and 400 Wings).

- Furnish and install one (1) new fan coil unit, (FCU-10), including new chilled water and hot water reheat coils. Modify ductwork as required. Install control valve and connect new piping to existing.
- Furnish and install four (4) new split-system ERVs (20-ERV-1 thru 4), air-cooled condensing units (ACCUs) (ACCU-1 thru 4), associated refrigerant and condensate piping and associated accessories located above LA Classroom 408 and Music Storage. The four (4) existing roof curbs to remain and be reused. Reconnect new supply and exhaust ductwork to existing. Mount ACCUs on new steel supports.
- New air handling units will have the existing smoke detectors reconnected to the new air handling unit
- Furnish and install four (4) new duct-mounted DX cooling coils (DX-1 thru 4) to serve the four (4) new ERVs listed above. Connect new refrigerant piping from duct-mounted DX coils to new air-cooled condensing units.
- Furnish and install seven (7) new roof-mounted exhaust fans including all power, wiring and conduit. Mount new exhaust fans on existing roof curbs. Provide roof curb adapters as required. Reconnect to existing ductwork.
- Furnish and install new BACnet compatible controller(s), wiring, and end devices for installed equipment listed above.
- Provide and install new BACnet compatible controller(s), wiring and end devices for a total of thirty three (33) exhaust fans including the seven (7) new exhaust fan installations.
- Furnish and install new VFDs with 100 kA short circuit rating on two (2) new end suction pumps (20-P-1A & 20-P-1B), and integrate to controls system.
- Remove existing ground source heat pump loop fluid and replace with new fluid with 20% ethanol.
- Perform geothermal well field capacity testing to verify geothermal field capacity is sufficient to support the connected equipment.

ECM 15: North Geothermal Loop HVAC Replacement

- Demolition
    - Disconnect and remove the following existing equipment, accessories, supports and brackets:
        - Eight (8) existing ceiling-hung water-to-air heat pumps located in Boy's Locker Room Vestibule D016, Passage E026, Trainer Storage E005, Weight Room E006, Drying Room D017 and Lobby Outside Gym Offices.

- Two (2) existing roof-mounted water-to-air heat pumps located above Corridor E010 adjacent to Aux. Gym E007.
- Two (2) existing roof mounted air-to-air heat exchangers (HXs) located above PE Storage and Weight Room E006 including all accessories, wiring and controls. Disconnect and cutback existing ductwork as required to facilitate installation of new units.
- One (1) existing ceiling hung air-to-air heat exchanger (HX) located in Storage E015 including all accessories, wiring and controls. Disconnect and cutback existing ductwork as required to facilitate installation of new unit.
- Three (3) roof-mounted air-source heat pump (ASHP) split-systems located above Trainer E005, Girls Locker Room E017 and Conference Reception. Girls Locker Room E017 and Conference Reception units will not be replaced. Repair and patch roof penetrations to match existing.
- Two (2) existing indoor heating and ventilation (H&V) units located (Pool Closets) including all accessories, wiring and conduit and controls. Disconnect and cutback existing ductwork and hot water piping as required to facilitate installation of new units.
- Two (2) end suction pumps in the North Wing Geothermal Mechanical room used to circulate flow through the geothermal loop, including associated accessories, wiring and controls. Existing concrete pads shall be reused. Pads shall be repaired as required for the installation of the new pumps.

- New Work
  - Furnish and install ten (10) new heat pumps located in (Passage E026, Trainer E005 ,Trainer E005 Storage, Weight Room E006, Lobby Outside Gym Office, Storage E015 and Drying Room D017). Reconnect new supply and exhaust ductwork to existing.
  - Furnish and install two (2) new roof mounted split-system energy recovery ventilators (ERVs) (ERV-6 and 7), air-cooled condensing units (ACCUs) (ACCU-6 and 7), associated refrigerant and condensate piping and associated accessories located above (PE Storage and Weight Room E006). Mount ERVs on existing roof curbs and provide new roof curb adapters as required. Reconnect new supply and exhaust ductwork to existing. Mount ACCUs on new steel supports.
  - Furnish and install two (2) new duct-mounted DX cooling coils (DX-6 & 7) to serve the new ERVs 6 and 7. Connect new refrigerant piping from duct-mounted DX coils to new air-cooled condensing units.

- Furnish and install two (2) new ceiling-hung energy recovery ventilation (ERV) units (ERV-8 & 9), new hot water heating coils (HC-2 & 3), piping, power, control, wiring and all accessories located in Pool Closets.
- Furnish and install two (2) new packaged gas-fired rooftop units (20-RTU-1 & 2) located above Corridor E010 adjacent to Aux. Gym E007. Mount on existing roof curbs and provide roof curb adapters as required. Reconnect new supply and exhaust ductwork to existing. Furnish and install new gas piping. Size gas piping per applicable Federal and local codes.
- Remove existing ground source heat pump loop fluid and replace with new fluid with 20% ethanol.
- Furnish and install two (2) new end suction pumps including associated piping, power, wiring, controls, and all associated accessories. Mount new pumps on existing concrete housekeeping pads.
- Furnish and install new VFDs with 100 kA short circuit rating on two (2) new end suction pumps, and integrate to controls system.
- Furnish and install new BACnet compatible controller(s), wiring, and end devices for installed equipment listed above.
- Supply, wire and install two (2) new ~1" modulating hot water valves associated with the new heating coils associated with ERV 8&9.

ECM 16: Main Office and Guidance Suite Condensing Units and AHU Recommissioning

- Demolition
  - Two (2) roof mounted condensing units and associated existing DX cooling coils serving air handlers AHU-2 and 3 located in the Penthouse. Disconnect and remove associated refrigerant lines and accessories. Reclaim existing refrigerant in accordance with all applicable codes and regulations.
- New Work
  - Furnish and install two (2) new roof mounted condensing units on new structural support and two (2) new dedicated DX cooling coils serving existing AHU-2 and AHU-3 located in the Penthouse.
  - Provide and install new BACnet compatible controller(s), wiring, and end devices for installed equipment.

ECM 17b: AHU Repairs at High School

- Demolition
  - Disconnect and remove one (1) existing floor-mounted kitchen heating and ventilation unit (H&V-1) located in the penthouse including associated accessories, supply ductwork and outside air ductwork back to existing outside air louver.
- New Work

- Furnish and install one (1) new floor-mounted kitchen H&V unit (20-HV-1), new hot water heating coil (HWC-1) and all accessories.
- Reconnect new H&V unit to existing supply and outside air ductwork. Reconnect to existing outside louver. Provide transitions as required.
- Replace Existing 3-Way Control Valves with new 2-Way Control Valves on Air conditioning units (AC-01 thru AC-07, AC-20 thru AC-22), heating & ventilation unit (HV-06), rooftop units (RTU-13 & 14 and RTU-16 thru 18), and air handling units (AHU-01 thru AHU-03).
- Check and lubricate damper linkage actuators, replace belts, check, and adjust sheaves, and replace filters for the following existing units: Air conditioning units (AC-01 thru AC-07, AC-20 thru AC-22), heating & ventilation unit (HV-06), rooftop units (RTU-13 & 14 and RTU-16 thru 18), and air handling units (AHU-01 thru AHU-03).
- Provide point to point and functional performance testing commissioning on installed equipment.
- Build graphics and set up scheduling, setpoints, trending and alarming.

ECM 19: RTU Replacements

- Demolition
  - Three (3) existing hail-damaged roof mounted air source heat pumps (ASHPs) Disconnect and remove accessories. Remove existing utilities back to existing shutoff valve. Cut back existing ductwork as required to facilitate installation of new equipment.
  - Existing roof curb to remain and be reused.
- New Work
  - Three (3) new roof mounted air-source heat pumps (ASHP-1 thru 3). Mount on existing roof curbs. Connect to existing ductwork and provide curb adapters as required.

ECM D: High School Duct Cleaning

- Clean existing heating and cooling coils for the following existing units: Air conditioning units (AC-01 thru AC-07, AC-20 thru AC-22), heating & ventilation unit (HV-06), rooftop units (RTU-13 & 14 and RTU-16 thru 18), and air handling units (AHU-01 thru AHU-03).
- Clean accessible portions of the duct systems for the units in the mezzanine mechanical rooms, as well as, the AHU-01 mechanical room. The following units are included in this scope of work: Air conditioning units (AC-01 thru AC-07, AC-20 thru AC-22), heating & ventilation unit (HV-06), rooftop units (RTU-13 & 14 and RTU-16 thru 18), and air handling units (AHU-01 thru AHU-03).

Testing and Balancing

- NORESCO will provide pre-construction measurement and post-construction balancing on the equipment in the in the table below. Pre-construction measurements are intended to provide a baseline of current equipment operation on which the post construction balancing will be based. Post construction balancing will be performed to meet or exceed the pre-construction measurement values. The pre and post construction measurements will be performed at the unit and will measure return, outside, exhaust and supply air flows for each AHU, water flow rates for pumps and coils. Water pre and post measurements identified below will be measured at the specific piece of equipment and are intended to establish a pre-construction value and post construction balance to meet or exceed the pre-construction measurement.

Table 1: Testing and Balancing Work

Bldg. Name	Equipment or System	Airside	Watersid e	Pre-Measureme nt	Post Balance	Remarks
High School	(3) New Air Source Heat Pumps	YES	NO	YES	YES	AT UNIT
High School	(6) New Energy Recovery Ventilators	YES	NO	YES	YES	AT UNIT, DX & EH
High School	(7) New Exhaust Fans	YES	NO	YES	YES	AT UNIT
High School	(10) New Water-to-Air Source Heat Pumps (North Wing)	YES	YES	YES	YES	AT UNIT
High School	(2) New Rooftop Units	YES	NO	YES	YES	AT UNIT
High School	(30) New Water-to-Air Heat Pumps (South Wing)	YES	YES	YES	YES	AT UNIT
High School	(4) New Geothermal Pumps	NO	YES	YES	YES	AT UNIT
High School	(1) New H&V Unit	YES	YES	YES	YES	AT UNIT

Bldg. Name	Equipment or System	Airside	Waterside	Pre-Measurement	Post Balance	Remarks
High School	(4) New HW Boilers	NO	YES	YES	YES	AT UNIT
High School	(4) New HW Boiler Primary Pumps	NO	YES	YES	YES	AT UNIT
High School	(79) Reheat Coils	NO	YES	YES	YES	AT UNIT
High School	(10) Existing AC Units	YES	YES	YES	YES	AT UNIT
High School	(1) Existing H&V Unit	YES	YES	YES	YES	AT UNIT
High School	(5) Existing Rooftop Units	YES	YES	YES	YES	AT UNIT
High School	(3) Existing Air Handling Units	YES	YES	YES	YES	AT UNIT
GENERAL NOTES: 1: Airside measurements for AC, AHU, RTU, and H&V, are to include S.A., R.A. and O.A. measurements at minimum damper position.						

ECM 25: Variable Pumping, ECM 27: Marlborough AHU Refurbishment, ECM 36: Pneumatic to DDC Retrofits (Marlborough)

The scope of work includes:

ECM 25: Marlborough Variable Pumping

- Provide and install new wiring and end devices for dual temperature pump 1 and pump 2.
- Provide and install new network wiring and EMT as required to tie the new controller(s) into the building network.
- Provide and install (2) new 25 horsepower Variable Frequency Drives on the dual temp loop pumps. The existing pumps and motors shall be reused.
- Provide and install BACnet communications wiring and conduit to the two (2) new VFD's associated with the loop pumps.

- Provide point to point and functional performance testing commissioning on systems installed.

ECM 27: Marlborough AHU Refurbishment

- Clean existing AHU-1 preheat hot water coil and six (6) dual temperature coils serving AHUs.
- Furnish and install new control valves for (1) preheat hot water coil serving AHU-1 and six (6) dual temperature coils serving AHUs.
- Provide and install new BACnet compatible controller(s), wiring, and end devices for AHU 1, 2, 3, 4, 5, 6, and 7, as well as, for nine VAV boxes.
- Provide and install new network wiring and EMT as required to tie the new controller(s) into the building network.
- Supply, wire, and install six (6) new ~ 1", 2-way modulating dual temp water valves associated with AHUs 2 through 7 and one (1) new ~1", 2-way modulating dual temp water valves associated with AHU-1.
- Provide point to point and functional performance testing commissioning on systems installed.

ECM 36: Marlborough Pneumatic to DDC Retrofits

- Disconnect and remove eighteen (18) existing Pneumatic control valves serving the following equipment: twelve (12) hot water coils serving cabinet unit heaters (CUH), five (5) hot water coils serving unit heaters and one (1) hot water reheat coil.
- Furnish and install new control valves for (12) hot water coils serving cabinet unit heaters (CUH), five (5) hot water coils serving unit heaters and one (1) hot water reheat coil.
- Provide and install new BACnet compatible controller(s), wiring and end devices for (1) one reheat coil, (5) five unit heaters and (12) twelve cabinet unit heaters.
- Provide and install new network wiring and EMT as required to tie the new controller(s) into the building network.
- Provide point to point and functional performance testing commissioning on systems installed.

ECM C: Asbestos Abatement Allowance

UPSD will have an allowance that includes $206,328 of subcontracted costs, plus applicable mark-ups that can be spent for asbestos abatement or any other additional scope that UPSD needs. This allowance may be used for:

- Asbestos abatement
- Additional building improvements
- Expanded scope for existing ECMs
- Spare parts, or attic stock of extra inventory for preventative maintenance consumables

- Unforeseen conditions

NORESCO makes no representations or warranties with respect to the amount or character of hazardous materials that may be encountered during the implementation of the project. NORESCO's responsibility and liability for asbestos abatement is solely limited to the abatement work itself, and NORESCO shall have no liability for other asbestos materials remaining on-site that are not included in this scope of work. In all instances, with the only exception being those hazardous materials that NORESCO brings to the site, the Customer will be the "Generator" of record and sign any and all disposal documents (i.e. manifests, bills of lading, etc.) in order to document the abatement or removal of any such hazardous materials from Customer's site or Premises.

NORESCO will review the tracking of the asbestos abatement allowance during Construction progress meetings, and provide UPSD with a final accounting of this allowance prior to Final Acceptance of the project. Any funds remaining in the allowance may be allocated to additional work through execution of a change order or retained by UPSD. If the cost of the asbestos abatement exceeds the allowance, then the parties shall execute a Change Order to increase the allowance amount to cover the full cost of the abatement required. In order to maintain the project schedule, the use of this allowance will require that the scope of work is identified and approved by UPSD within a timeline such that the entire scope of work can be incorporated into the initial project schedule, if approval is not provided timely, NORESCO reserves its rights to extend the Contract time and associated cost as required.

A 25% NORESCO markup, and the applicable Provident Energy and ICS Engineering fees, will be applied to all subcontracted costs, purchased materials, and NORESCO labor costs. This allowance will be tracked, reported, and invoiced on a cost-transparent basis. As the allowance budget is used by UPSD, NORESCO will track the amount that has been spent and the funds that remain to be used by the district.

ATTACHMENT K

STANDARDS OF SERVICE

Energy savings are calculated based on operating the conditioned spaces in the Facilities within the temperature and ventilation ranges set forth below. Operating conditions outside the ranges specified in this table may be cause for a Guarantee Adjustment in accordance with Attachment C, Exhibit F.

TYPE OF SERVICE		ENVIRONMENTAL REQUIREMENT
I.	HEATING	
	Occupied Spaces	68 – 72˚F
	Unoccupied Spaces	Not less than 64˚F
II.	COOLING	
	Occupied Spaces	74 – 76˚F
	Unoccupied Spaces	Not more than 86˚F
III.	HOT WATER HEATERS	140˚F

IV. VENTILATION

New designs must meet current State and Local Building Code requirements effective as of the date of execution of this Construction Work Order.

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Attorneys for Intervenor,
Upper Perkiomen School District

HALTEMAN BROTHERS SUMNEYTOWN PARTNERS LP (HALTEMAN BROTHERS SUMNEYTOWN GP INC)	:	**IN THE COURT OF COMMON PLEAS MONTGOMERY COUNTY, PENNSYLVANIA**
v.	:	**No. 2019-27308**
MONTGOMERY COUNTY BOARD OF ASSESSMENT APPEALS, ET AL.	:	**CIVIL ACTION – LAW** **Parcel No. 45-00-02635-00-2**

ORDER

AND NOW, this _____ day of _____, 2021, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted as terms and conditions of a binding Court Order.

IT IS FURTHER Ordered and Decreed that the Montgomery County Board of Assessment Appeals shall make the appropriate decrease in assessment as agreed to in the attached Stipulation to Settle, that the Taxing Authorities shall make the appropriate refund payments for any overpayment as a result of the decrease in assessment, and that the Prothonotary shall mark the above-captioned action "Settled, Discontinued, and Ended."

BY THE COURT

By: _____

J.

WISLER PEARLSTINE, LLP
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Upper Perkiomen School District

HALTEMAN BROTHERS SUMNEYTOWN PARTNERS LP (HALTEMAN BROTHERS SUMNEYTOWN GP INC)	:	**IN THE COURT OF COMMON PLEAS MONTGOMERY COUNTY, PENNSYLVANIA**
v.	:	**No. 2019-27308**
MONTGOMERY COUNTY BOARD OF ASSESSMENT APPEALS, ET AL.	:	**CIVIL ACTION – LAW** **Parcel No. 45-00-02635-00-2**

STIPULATION TO SETTLE

It is hereby stipulated by and between Intervenor, Upper Perkiomen School District ("the District"); Appellant, Halteman Brothers Sumneytown Partners LP (Halteman Brothers Sumneytown GP Inc.), Appellee, Montgomery County Board of Assessment Appeals ("the Board"); Intervenor, Montgomery County ("the County"); and Intervenor, Marlborough Township ("the Township" and collectively with the District, County, and the Board "the Taxing Authorities"), that the above-captioned assessment appeal is settled based upon the following agreements:

1. Effective January 1, 2020, for the Township and County and July 1, 2020, for the School District, the assessment for the Property shall be **Decreased** from 256,270 to 189,800.

2. The assessment for the property shall remain at 189,800 for each subsequent tax year unless changed by reason of an assessment appeal, countywide reassessment, change in the property, or otherwise as permitted by applicable law.

3. Based upon the assessment established by this Stipulation to Settle, the taxing authorities have received overpayments for the 2020 and 2021 tax years as follows:

School District

Year	Assessment	New Asessment	Refund
2020-2021	256,270	189,800	$2,085.92

County

Year	Assessment	New Asessment	Refund
2020	256,270	189,800	$241.42
2021	256,270	189,800	$241.42

Community College

Year	Assessment	New Asessment	Refund
2020	256,270	189,800	$25.92
2021	256,270	189,800	$25.92

Township

Year	Assessment	New Asessment	Refund
2020	256,270	189,800	$149.56
2021	256,270	189,800	$149.56

4. The Taxing Authorities shall issue refunds for the amounts listed in paragraph no. 3 within sixty (60) days of the issuance of the Court's Order marking this matter settled, discontinued, and ended. Overpayment refunds shall be issued to Halteman Brothers Sumneytown Partners, LP and mailed to the following address: 250 Fifth Avenue, Trappe, PA 19426.

5. The parties acknowledge that this Stipulation to Settle does not in any way impair or restrict the Montgomery County Board of Assessment Appeals' statutory authority to revise the assessment of the subject parcel as a result of a countywide reassessment, change in the subject property, or otherwise as provided by applicable law.

6. The parties acknowledge that this Stipulation to Settle is a compromise of an existing matter. If there is any subsequent appeal filed by any party or successor in interest then the value agreed to herein is inadmissible in any other proceeding.

7. The parties acknowledge that each participant in this appeal shall bear their own costs and attorneys' fees.

8. The parties acknowledge and request that this appeal be marked settled, discontinued, and ended upon Court approval of this Stipulation.

9. This Stipulation may be executed in one or more counterparts, all of which together shall be one instrument and all of which shall be considered duplicate originals. A signed faxed or PDF copy of this Stipulation shall have the same force and effect as the original signed Stipulation.

_____
Michael E. Furey, Esquire
Furey & Baldassari, PC
Attorney for Halteman Brothers Sumneytown Partners LP

_____
Justin D. Barbetta, Esquire
Wisler Pearlstine, LLP
Attorney for Upper Perkiomen School District

_____
Samantha A. Magee, Esquire
Attorney for Montgomery County Board of Assessment Appeals

_____
Brian O. Phillips, Esquire
Attorney for Montgomery County

_____
Mark S. Cappuccio, Esquire
Eastburn and Gray, PC
Attorney for Marlborough Township

PTS PEDIATRIC THERAPEUTIC SERVICES

Therapy Services Agreement

PTS PEDIATRIC THERAPEUTIC SERVICES

www.mypts.com

Greetings!

We are so thankful to be looking toward Spring, Summer, and the promise of the fresh start that a new school year brings. Like you, PTS continues to work hard to deliver virtual, hybrid, and on-site services, while already gearing up to meet the demands of next Fall's programming objectives, which has been no small task!

It's been a year of adaptability, and we're excited to share updates on the growth of programming initiatives we plan to bring to you next year!

- This year, our **Behavioral Health Division** was used throughout Pennsylvania and Delaware to help classrooms address unmet needs in entirely new ways. We have received positive feedback about the staff that have been working with your students and built great momentum for progress. PTS' BCBAs and RBTs have been utilized virtually to support students, which created a great new capability for students and their IEP teams. Don't forget to tap into the **free training and resources** designed by PTS to empower teachers and your staff members!

- **PTS' Fine Motor Kindergarten BootKamp™** continues to be a successful **Tier 1, pre-referral intervention** for so many of our programs. It's been so successful that in the 2021-2022 School Year PTS will be bringing a **Kindergarten Speech and Language BootKamp** and a **Kindergarten Behavior BootKamp** to your classrooms as well! These integrated 6-week initiatives will result in a measurable reduction of kindergarten referrals for related services. Fun, easy-to-use, daily opportunities are targeted to facilitate skills of young learners. To keep it affordable, the instruction manual is provided at no cost to PTS clients.

- Multi-tiered and with an interdisciplinary approach, PTS' Super Self Program has expanded to include **The Super Self Sensory Room, The Super Self 8-week Group, and Tier 1 Behavioral Supports.** This comprehensive collection addresses self-regulation in a holistic way that helps reduce disproportionality by incorporating inclusive and collaborative practices.

- Save the date! On October 7, 2021, we'll host **PTS' 4th Annual Administrator's Retreat**. This year's topic will be ***Mental Health Support in the School Setting***. This topic is essential learning, now more than ever. We're bringing back two favorite speakers from previous events, as well as presenting the latest information from colleagues and experts "in the foxhole" with you.

We appreciate your support for robust innovation and look forward to future collaborations. If you have questions about the renewal process or any of the offerings listed above, please contact your Clinical Director directly or feel free to reach us at 610-941-7020. The confidence you place in us fuels our motivation and we wish you lots of warm-weather fun in the months ahead.

Warmly,

Diana C. Fongheiser Pamela Hackett

Diana Fongheiser and Pamela Hackett
Founders/Managing Partners, PTS, Inc.
www.mypts.com & www.capableclassroom.com

Therapy Services Agreement

Thank you for the opportunity to help serve the needs of the children of your district, Upper Perkiomen School District (herein referred to as "District"). Please review the following Service Agreement.

BACKGROUND:

A. Pediatric Therapeutic Services Inc. ("PTS") is engaged in the business of providing a range of pediatric therapy services to its own patients and to various other entities under contract with PTS. PTS fills these service needs by locating and providing Independent Contractors (not employees).

B. The District has identified a need for school-based therapy services and desires to use PTS, Inc. for the fulfillment of that need.

Now, therefore, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the parties agree as follows.

1. SERVICE: Upon request, PTS will provide contracted therapists to the District. These independent contracted therapists will render therapy services to the District's caseload. Documentation will be maintained on each student and will be included in his/her formal records. School will be responsible for acquiring appropriate prescriptions for these services. To ensure compliance, the District will provide company with an accurate list of all students currently receiving therapy services, including grade, location, date of birth and current service levels. Prior to the start of the school year, the District will provide Company a bi-monthly, cumulative report that identifies the final placement and levels of services as recorded in new, incoming students' records. Contracted therapists are to comply with District's requirements pertaining to IEP software and web-based Medical Access record-keeping. It will be the responsibility of contracted therapists to document time entries for the purpose of invoicing and task-related record-keeping exclusively in Company's web-based billing system. The District will provide Company's therapists access to each student record on its online IEP system, if such software is being utilized, not later than the first day therapists are required to report to school.

If the District is dissatisfied with the professional services of the independent contractor provided by PTS, upon receipt of written notice, PTS will provide a replacement contractor satisfactory to the District.

2. INSURANCE / MISCELLANEOUS: Since PTS will be providing services as an independent contractor to District our contracted therapists must not be placed in a position of supervising any of the employees of District. Contracted therapists will be invited to participate in any induction programs made available to staff and other contracted workers of District. Participation in induction program(s) by contracted therapists will not be billable time. All contracted therapists will have proof of licensure in District's state and carry liability insurance for malpractice. Independent Contractors' professional liability insurance coverage reflects a minimum of one million per incident or at such higher amount as is required by law. Company maintains professional liability insurance with limits of one million per each claim, three million aggregate. General liability policy is maintained at two million per occurrence, four million general aggregate. This information will be held on file at PTS and will be provided prior to PTS' commencement of services to the District. The District shall be named as an additional insured on PTS' general liability insurance policy.

Company will obtain the following documents from Independent Contractors and provide true and correct copies to the District prior to commencement of services.

i. Criminal Background Check pursuant to Act 34;

ii. Department of Public Welfare Clearance Statement pursuant to Act 151; and

iii. Fingerprint reports when required by law.

Independent contractors are contractually obligated to conduct an employment history review, in compliance with 24 P.S. §1-111, and provide a copy to Company and the District, prior to the independent contractor initiating service to the District. The employment history review shall include the completed Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release form with the Independent Contractor's response and the current/prior employer's response(s).

If during the time period of the Independent Contractor's assignment with the District, the independent contractor has an arrest or conviction that is required to be reported by law, the independent contractor, likewise, is contractually obligated to report the arrest or conviction in writing to the Company and the District within 72 hours. Failure to report an arrest or conviction will result in immediate termination of Independent Contractor's Agreement.

If the independent contractor violates 24 P.S. §1-111 or any other law, such action may constitute a breach resulting in District's request that Independent Contractor be immediately removed as a service provider and the Company shall promptly comply with the District request.

3. NON-SOLICITATION: District understands and agrees that it will not employ or offer to employ or enter any form of service relationship or independent contractor status, directly or indirectly, with the independent contractor provided by PTS to perform services for District under and pursuant to the terms and conditions of this Agreement for a period of eighteen (18) consecutive calendar months after the termination of such contract or any extension thereof.

4. FEE: Please see the following page(s) for your customized hourly rates and fee structure. Please note that PTS has listed all disciplines and rates that are available to your district. Signing this contract with all disciplines and rates does not mean the district is committing to using all of PTS' services for the school year. All disciplines and rates are reserved and available should additional services be required.

Pediatric Therapeutic Services, Inc. is pleased to offer you the following hourly rate schedule for the 2021-2022, 2022-2023, and 2023-2024 school years. Upon approval of these rates for this multi-year option, please authorize this contract to be in effect July 1, 2021 through June 30, 2024 by signing below.

Year 1:

Discipline	School Year	Hourly Rate
Certified Occupational Therapy Assistant	**2021-2022**	**$58.99**
Occupational Therapy	**2021-2022**	**$69.49**
Physical Therapy	**2021-2022**	**$69.49**
Speech-Language Pathology	**2021-2022**	**$69.49**

Year 2:

Discipline	School Year	Hourly Rate
Certified Occupational Therapy Assistant	**2022-2023**	**$59.49**
Occupational Therapy	**2022-2023**	**$69.99**
Physical Therapy	**2022-2023**	**$69.99**
Speech-Language Pathology	**2022-2023**	**$69.99**

Year 3:

Discipline	School Year	Hourly Rate
Certified Occupational Therapy Assistant	**2023-2024**	**$59.49**
Occupational Therapy	**2023-2024**	**$69.99**

Discipline	School Year	Hourly Rate
Physical Therapy	**2023-2024**	**$69.99**
Speech-Language Pathology	**2023-2024**	**$69.99**

*Teletherapy services will be provided when authorized by the District.

These rates apply, but are not limited to, direct services, consultative services, travel between program sites, meeting time and documentation. PTS charges a two-hour minimum for itinerant therapy visits requested by the District. Itinerant services are those delivered at an off-site location. Monthly charges will be billed to the at the end of each month during which services are provided. With the exception of Independent Contractors, it is also agreed that the District will bill all third parties for the services provided by PTS, and that, at no time, will PTS, be responsible for billing on behalf of the District.

Payment will be due thirty (30) days from the date the District receives the invoice. It is further agreed that if payment is not received by the 30th of the month, PTS reserves the right to impose a 1.0% monthly finance charge on any unpaid balance. Should the District dispute either the substance or timeliness of any PTS invoice, it will provide written notice of its dispute to PTS within ten days after receipt of the disputed invoice. If payment is not received according to the terms listed above, PTS reserves the right to suspend services until unpaid amounts are received.

5. INDEMNIFICATION: Each Party shall at all times indemnify and save the other Party harmless against and from all losses, liability, expense, and other detriments of every nature an description to which the indemnified Party may be subjected by reason of any act or omission of the indemnifying Party or its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to District property of the indemnified Party or others. This indemnity shall not extend to any claims, damages losses, and expenses which are due to act of gross negligence of indemnified Party.

6. TERM: This agreement for services shall remain in effect through **June 30, 2024**. Notwithstanding the foregoing, either party may, upon the delivery of not less than 60 days' prior written notice to the other party, terminate this Agreement if the other party defaults in the performance of the contract which breach remains uncured for 30 days after written notice thereof. Upon such termination, all unpaid amounts shall be due and payable in full. In the absence of formal written notice of termination by either party or the absence of a renewal contract at the end of the contract period, this contract will remain in force for a period of up to three months after the term of the contract as long as PTS continues to provide the services outlined in this contract. If the terms of this agreement meet your program's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to PTS and retain a copy for your records.

SIGNATURE
Larysa Spisic

SIGNATURE
Upper Perkiomen School District

pennsylvania
DEPARTMENT OF EDUCATION

April 22, 2021

Ms. Sandra Kessel
Board Secretary
Upper Perkiomen School District
2229 East Buck Road, Suite 2
Pennsburg, PA 18073

RE: PLANCON PART K: PROJECT REFINANCING

Lease Number:	213305
Amount Financed:	$9,999,000
Reimbursable Percent:	39.70% (Permanent)
Refinancing Type:	Issuance of General Obligation Note, Series of 2021 to Refund Series of 2013 (Lease Number 133305) and Refund a Portion of Series of 2016 (Lease Number 163305)

Dear Ms. Kessel:

This letter acknowledges receipt of the PlanCon Part K, "Project Refinancing," for the above-referenced bond issue. The material is in a form acceptable to the department and is hereby approved.

This approval is based on a limited review of the documents submitted. If information reviewed subsequent to this approval violates law, policy or procedure, the department reserves the right to rescind any and all approvals materially affected.

The Commonwealth will share in the exceed proceeds realized from theses transactions by reducing the September 15, 2021 request for reimbursement on the Series of 2021 note by $2,149.49 (see attached settlement sheet).

Any funds returned to the school district after all refunded bonds have been retired must be used to reduce the reimbursable amortization on the refunding bond issue. The school district is directed to report the unexpended funds related to the escrow to the Comptroller's Office after May 15, 2021. The Commonwealth will share in any funds returned to the school district by reducing the next scheduled debt service payment on the refunding bond issue. Unadjusted overpayments will be cited in future Auditor General audit findings.

A condition of this approval is that, unless otherwise approved by the department, all available funds in the bond issues being refunded are to be used to reduce the principal amount of the new bond issue. Any funds remaining at closing which are not earmarked for capital projects and any excess proceeds from the refunding bond issue must be transferred to the debt service fund established for the new bond issue. These funds are not subject to reimbursement by the Commonwealth.

The school district must file PDE-2071, "Application For Reimbursement For School Construction Project," electronically through the Consolidated Financial Reporting System (CFRS) PlanCon portal to receive reimbursement.

This document and appended materials should be entered into the minutes of the next board meeting. If you have any questions, please contact James Grant at 717.787.4439.

Sincerely,

For,

Jessica Sites, Director
Bureau of Budget and Fiscal Management

Attachments

cc: PFM Financial Advisors LLC
Refunding
Budget

REIMBURSABLE PERCENT -
REFINANCING WITH NO NEW MONEY

SD/AVTS: Upper Perkiomen LEASE #: 213305

Lease #	Outstanding Debt Service	Available Funds	Net Outstanding Debt	Reim %	T or P	Eligible Debt
133305	5,573,970	0	5,573,970	0.5082	(P)	2,832,692
163305	5,145,350	0	5,145,350	0.2766	(P)	1,423,204
0	0	0	0	0.0000	(P)	0
0	0	0	0	0.0000	(P)	0
0	0	0	0	0.0000	(P)	0
TOTAL:	10,719,320	0	10,719,320			4,255,896

A. Total Eligible Debt - Refinancing	4,255,896	
B. Total Net Outstanding Debt	10,719,320	
C. Total New Debt Service	10,406,768	
D. Reimbursable Pct (Temporary or Permanent) (Total Eligible Debt divided by the greater of Line B or Line C)	0.3970	(P)

PREPARED ON 4/23/2021

SUMMARY OF SOURCES AND USES OF FUNDS

District/CTC:	Financing Name:	Closing Date:
Upper Perkiomen School District	General Obligation Note, Series of 2021	3/4/2021

REPORT TO THE PENNY - DO NOT ROUND

	SERIES 2021	SERIES _____
SOURCES:		
Bond Issue (Par)	✓ $9,999,000.00	
Original Issue Discount/Premium		
Accrued Interest		
Cash Contribution by District		
Unallocated Funds from Bond Issues Being Refunded		
Other Sources of Funds (Specify)		
1. _____		
2. _____		
3. _____		
4. _____		
TOTAL - Sources of Available Funds	✓ $9,999,000.00	
USES:		
Purchase of Investments/Escrow		
Cash for Current Refunding	✓ 9,931,637.74	
Issuance Costs:		
1. Underwriter Fees		
2. Bond Insurance		
3. Bond Counsel	19,962.77	
4. School Solicitor	9,250.00	
5. Financial Advisor	35,000.00	
5. Paying Agent/Trustee Fees and Expenses		
7. Printing		
8. Rating Fee		
9. Verification Report		
10. Computer Fees		
11. CUSIP		
12. Internet Auction Fee		
13. Escrow Agent		
14. Redemption Agent	1,000.00	
15. _____		
Total - Issuance Costs	✓ $65,212.77	
Accrued Interest		
Capitalized Interest		
Surplus Monies or Cash to School District	→	Deduct From First Reimbursement
Other Uses of Funds (Specify)		
1. Remaining Funds to be returned to the District	✓ 2,149.49	
2. _____		
TOTAL - USES OF AVAILABLE FUNDS	✓ $9,999,000.00	

213305

District/AVTS	**Upper Perkiomen School District**	**PDE LEASE #** **(PDE Use Only)**	
Financing Name:	**General Obligation Note, Series of 2021**	**Total Issue:**	9,999,000
Dated Date:	3/4/2021		
Settlement Date:	3/4/2021	**Original Issue Premium:**	0.00

PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	9,999,000.00					
9/15/2021	8,917,000.00	1,082,000.00	1.050	55,702.76	1,137,702.76	
3/15/2022	8,917,000.00			46,814.25	46,814.25	1,184,517.01
9/15/2022	7,565,000.00	1,352,000.00	1.050	46,814.25	1,398,814.25	
3/15/2023	7,565,000.00			39,716.25	39,716.25	1,438,530.50
9/15/2023	6,196,000.00	1,369,000.00	1.050	39,716.25	1,408,716.25	
3/15/2024	6,196,000.00			32,529.00	32,529.00	1,441,245.25
9/15/2024	4,811,000.00	1,385,000.00	1.050	32,529.00	1,417,529.00	
3/15/2025	4,811,000.00			25,257.75	25,257.75	1,442,786.75
9/15/2025	3,407,000.00	1,404,000.00	1.050	25,257.75	1,429,257.75	
3/15/2026	3,407,000.00			17,886.75	17,886.75	1,447,144.50
9/15/2026	1,985,000.00	1,422,000.00	1.050	17,886.75	1,439,886.75	
3/15/2027	1,985,000.00			10,421.25	10,421.25	1,450,308.00
9/15/2027	649,000.00	1,336,000.00	1.050	10,421.25	1,346,421.25	
3/15/2028	649,000.00			3,407.25	3,407.25	1,349,828.50
9/15/2028	0.00	649,000.00	1.050	3,407.25	652,407.25	
3/15/2029	0.00			0.00	0.00	652,407.25
TOTAL		9,999,000.00		407,767.76	10,406,767.76	10,406,767.76

pennsylvania
DEPARTMENT OF EDUCATION

MEMO

TO Sandra Kessel, Business Administrator
Upper Perkiomen School District

FROM James Grant
School Construction Financial Management Specialist
Division of School Facilities

DATE April 22, 2021

RE Debt Service Not Refunded
Lease Number 163305
General Obligation Bonds, Series of 2016

MESSAGE:

Attached is a copy of the debt service schedule for the Series of 2016 debt service not refunded by the Series of 2021 note. The permanent percent will remain at 27.66.

If there are any questions about this request, please contact me at 717.787.4439.

Attachment

cc: Budget
Refunding

163305

District/AVTS	Upper Perkiomen School District				PDE LEASE # (PDE Use Only)	
Financing Name:	General Obligation Bonds, Series of 2016 (Remaining)				Total Issue:	35,000
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	35,000.00					
5/15/2021	35,000.00			350.00	350.00	350.00
11/15/2021	0.00	35,000.00	2.000	350.00	35,350.00	
5/15/2022	0.00			0.00	0.00	35,350.00
TOTAL		35,000.00		700.00	35,700.00	35,700.00 ✓

ART AND NURSE SUPPLIES BID AWARD

The following bids were awarded for the 2021-2022 school year at the MCIU.

Motion to approve award for the following amounts :

ART SUPPLIES		
Blick Art Materials LLC	$	200.18
Cascade School Supplies		82.13
Kurtz Bros. Inc.		339.02
National Art & School Supplies Inc.		1,504.73
Pyramid School Products		569.21
School Specialty Inc.		841.88
The Art Store		3,733.12
Total	$	7,270.27
NURSE SUPPLIES		
Medicaleshop Inc.		2,921.01
School Health Corp.		4,750.07
Total	$	7,671.08
		14,941.35

MCIU MONTGOMERY COUNTY INTERMEDIATE UNIT 23

2 West Lafayette Street | Norristown PA 19401 | 610-755-9400 | www.mciu.org

MONTGOMERY COUNTY INTERMEDIATE UNIT

E-RATE APPLICATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of May 3, 2021, by and between **Montgomery County Intermediate Unit**, a Pennsylvania intermediate unit, with its principal place of business at **2 West Lafayette Street, Norristown, Pennsylvania 19401** ("MCIU") and **Upper Perkiomen School District**, a Pennsylvania public school, with its principal place of business at **2229 E. Buck Road, Pennsburg, PA 18073** ("District").

BACKGROUND

MCIU, as a regional service agency, provides services to school districts in Montgomery County. District has requested MCIU to provide E-rate services to District based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

1. Completion of E-rate application process. Upon request of the School, MCIU shall complete the E-rate application process, including forms 470, 471, 472, and 486. This includes all paperwork for the **2022-2023 E-rate funding year cycle**. MCIU will handle any requests for Category One and Category Two Telecommunications and Internet services only. MCIU will assist in any audits or follow up requests from the Schools and Libraries organization. The district is responsible for providing information related to current service contracts, invoice amounts and requested services. The district is also responsible for signing off on the final certification pages. MCIU is not responsible for any incorrect information provided by the district.

2. Rate. MCIU shall bill the District for the services provided to the District pursuant hereto, based upon the rate of:
   Category 1 or Category 2 filing - $3,180.00 per E-rate application process
   Category 1 and Category 2 filing - $6,360.00 per E-rate application process

3. Term. The term of this Agreement shall commence on **July 1, 2021**, and shall continue through **June 30, 2022**, subject, however, to the right of either party to terminate this Agreement upon thirty (30) days' written notice to the other. District agrees to pay for the portion of the services that have been provided by MCIU up to the point of receipt by the MCIU of the written termination notice.

4. Independent Contractor. MCIU understands that in performing this Agreement, MCIU is acting in the capacity of an independent contractor, and the MCIU shall not be an agent, servant,

partner, nor employee of the School. School hereby indemnifies and holds the MCIU, its servants, employees, board members and assigns, harmless from any and all claims, assessments, or liabilities associated with any investigation, litigation, or administrative action relating to the School's technology department or the School's utilization of certain software or hardware on its computers.

5. Severability. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the invalid provision shall be given the greatest degree of force and effectiveness possible, given the intent of the parties.

6. Consents. MCIU and District acknowledge and agree that all necessary approvals and consents have been obtained in connection with the execution of this Agreement and that each party signing this Agreement on behalf of the District and the MCIU has the full and complete authority to do so.

Please select one:

A. $3,180.00 (Category 1 OR Category 2 filing) ✓

B. $6,360.00 (Category 1 AND Category 2 filing) _____

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the day and year first above written.

Upper Perkiomen School District	**Montgomery County Intermediate Unit**
_____	_____
Signature	Signature
_____	Sandra Edling, Chief Financial Officer
Printed Name	Printed Name
_____	_____
Date	Date

BUSINESS REPORT

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Fd T Func Obj F/S IO O/U Sbj Job SCC	Account Level Description	2020-21 Original Budget	2020-21 FYTD Activity	2020-21 Available Balance
6000	REVENUE FROM LOCAL SOURCES			
10 R 6--- --- --- -- --- --- --- ---		42,946,114.00	43,090,834.53	-144,720.53
7000	REVENUE FROM STATE SOURCES			
10 R 7--- --- --- -- --- --- --- ---		20,226,233.00	13,489,322.08	6,736,910.92
8000	REVENUE FROM FEDERAL SOURCES			
10 R 8--- --- --- -- --- --- --- ---		1,260,565.00	676,461.38	584,103.62
9000	OTHER FINANCING SOURCES			
10 R 9--- --- --- -- --- --- --- ---		0.00	2,149.49	-2,149.49
1000	INSTRUCTION			
10 E 1--- --- --- -- --- --- --- ---		39,537,574.00	27,682,491.57	11,855,082.43
2000	SUPPORT SERVICES			
10 E 2--- --- --- -- --- --- --- ---		20,364,399.00	13,324,839.30	7,039,559.70
3000	OPERATION OF NON-INSTRUCTIONAL			
10 E 3--- --- --- -- --- --- --- ---		1,135,216.00	776,466.69	358,749.31
4000	FACILITIES ACQUISITION, CONSTR			
10 E 4--- --- --- -- --- --- --- ---		0.00	176,583.60	-176,583.60
5000	OTHER EXPENDITURES AND FINANCI			
10 E 5--- --- --- -- --- --- --- ---		5,613,678.00	9,777,879.44	-4,164,201.44
Grand Revenue Totals		64,432,912.00	57,258,767.48	7,174,144.52
Grand Expense Totals		66,650,867.00	51,738,260.60	14,912,606.40
Grand Totals		2,217,955.00	5,520,506.88	7,738,461.88
		Loss	Profit	Loss

Number of Accounts: 2280

********** End of report **********

Fd T Func Obj F/S IO O/U Sbj Job SCC	Account Level Description	2020-21 Original Budget	2020-21 FYTD Activity	2020-21 Available Balance
6100	TAXES LEVIED / ASSESSED BY THE			
10 R 61-- --- --- -- --- --- --- ---		41,358,362.00	41,757,994.38	-399,632.38
6400	DELINQUENCIES ON TAXES LEVIED			
10 R 64-- --- --- -- --- --- --- ---		752,000.00	673,019.22	78,980.78
6500	EARNINGS ON INVESTMENTS			
10 R 65-- --- --- -- --- --- --- ---		90,000.00	51,742.06	38,257.94
6600	FOOD SERVICE REVENUE			
10 R 66-- --- --- -- --- --- --- ---		2,500.00	0.00	2,500.00
6700	REVENUES FROM STUDENT ACTIVITI			
10 R 67-- --- --- -- --- --- --- ---		97,000.00	3,225.20	93,774.80
6800	REVENUES FROM INTERMEDIARY SOU			
10 R 68-- --- --- -- --- --- --- ---		515,752.00	394,625.98	121,126.02
6900	OTHER REVENUE FROM LOCAL SOURC			
10 R 69-- --- --- -- --- --- --- ---		130,500.00	210,227.69	-79,727.69
7100	BASIC INSTRUCTIONAL AND OPERAT			
10 R 71-- --- --- -- --- --- --- ---		10,142,212.00	6,933,193.74	3,209,018.26
7200	REVENUE FOR SPECIFIC EDUCATION			
10 R 72-- --- --- -- --- --- --- ---		1,841,164.00	1,404,130.00	437,034.00
7300	REVENUES FOR NON-EDUCATIONAL P			
10 R 73-- --- --- -- --- --- --- ---		3,542,156.00	3,146,267.55	395,888.45
7500	STATE REVENUE NOT LISTED ELSEW			
10 R 75-- --- --- -- --- --- --- ---		378,374.00	378,374.00	0.00
7800	REVENUE FOR THE COMMONWEALTH O			
10 R 78-- --- --- -- --- --- --- ---		4,322,327.00	1,627,356.79	2,694,970.21
8500	RESTRICTED GRANTS-IN-AID FROM			
10 R 85-- --- --- -- --- --- --- ---		419,676.00	216,938.18	202,737.82
8600	RESTRICTED GRANTS-IN-AID FROM			
10 R 86-- --- --- -- --- --- --- ---		349,455.00	0.00	349,455.00

Fd T Func Obj F/S IO O/U Sbj Job SCC	Account Level Description	2020-21 Original Budget	2020-21 FYTD Activity	2020-21 Available Balance
8700	FEDERAL STIMULUS FUNDING			
10 R 87-- --- --- -- --- --- --- ---		238,934.00	294,785.88	-55,851.88
8800	MEDICAL ASSISTANCE REIMBURSEME			
10 R 88-- --- --- -- --- --- --- ---		252,500.00	164,737.32	87,762.68
9100	SALE OF BONDS			
10 R 91-- --- --- -- --- --- --- ---		0.00	2,149.49	-2,149.49
1100	REGULAR PROGRAMS ELEMENTARY /			
10 E 11-- --- --- -- --- --- --- ---		28,107,026.00	19,422,680.82	8,684,345.18
1200	SPECIAL PROGRAMS ELEMENTARY /			
10 E 12-- --- --- -- --- --- --- ---		8,787,218.00	5,991,579.02	2,795,638.98
1300	VOCATIONAL EDUCATION			
10 E 13-- --- --- -- --- --- --- ---		2,569,649.00	2,267,601.69	302,047.31
1400	OTHER INSTRUCTIONAL PROGRAMS E			
10 E 14-- --- --- -- --- --- --- ---		67,431.00	630.04	66,800.96
1700	HIGHER EDUCATION PROGRAMS			
10 E 17-- --- --- -- --- --- --- ---		6,250.00	0.00	6,250.00
2100	SUPPORT SERVICES PUPIL PERSONN			
10 E 21-- --- --- -- --- --- --- ---		2,195,111.00	1,635,632.07	559,478.93
2200	SUPPORT SERVICES INSTRUCTIONAL			
10 E 22-- --- --- -- --- --- --- ---		2,084,806.00	1,342,225.88	742,580.12
2300	SUPPORT SERVICES ADMINISTRATIO			
10 E 23-- --- --- -- --- --- --- ---		3,901,000.00	2,877,722.49	1,023,277.51
2400	SUPPORT SERVICES PUPIL HEALTH			
10 E 24-- --- --- -- --- --- --- ---		854,489.00	623,727.50	230,761.50
2500	SUPPORT SERVICES BUSINESS			
10 E 25-- --- --- -- --- --- --- ---		805,601.00	615,185.71	190,415.29
2600	OPERATION AND MAINTENANCE OF P			
10 E 26-- --- --- -- --- --- --- ---		5,187,003.00	3,371,732.03	1,815,270.97

Fd	T	Func	Obj	F/S	IO	O/U	Sbj	Job	SCC	Account Level Description	2020-21 Original Budget	2020-21 FYTD Activity	2020-21 Available Balance
2700										STUDENT TRANSPORTATION SERVICE			
10	E	27	--	---	---	--	---	---	---		3,503,694.00	1,529,083.04	1,974,610.96
2800										SUPPORT SERVICES CENTRAL			
10	E	28	--	---	---	--	---	---	---		1,797,127.00	1,298,081.68	499,045.32
2900										OTHER SUPPORT SERVICES			
10	E	29	--	---	---	--	---	---	---		35,568.00	31,448.90	4,119.10
3200										STUDENT ACTIVITIES			
10	E	32	--	---	---	--	---	---	---		1,135,216.00	772,241.69	362,974.31
3400										SCHOLARSHIPS AND AWARDS			
10	E	34	--	---	---	--	---	---	---		0.00	4,225.00	-4,225.00
4100										SITE ACQUISITION SERVICES ORIG			
10	E	41	--	---	---	--	---	---	---		0.00	139,681.09	-139,681.09
4300										ARCHITECTURE AND ENGINEERING S			
10	E	43	--	---	---	--	---	---	---		0.00	1,262.66	-1,262.66
4600										EXISTING BUILDING IMPROVEMENT			
10	E	46	--	---	---	--	---	---	---		0.00	35,639.85	-35,639.85
5100										DEBT SERVICE / OTHER EXPENDITU			
10	E	51	--	---	---	--	---	---	---		5,543,678.00	4,539,963.76	1,003,714.24
5200										INTERFUND TRANSFERS - OUT			
10	E	52	--	---	---	--	---	---	---		0.00	5,149,554.86	-5,149,554.86
5800										SUSPENSE ACCOUNT			
10	E	58	--	---	---	--	---	---	---		0.00	88,360.82	-88,360.82
5900										BUDGETARY RESERVE			
10	E	59	--	---	---	--	---	---	---		70,000.00	0.00	70,000.00
Grand Revenue Totals											64,432,912.00	57,258,767.48	7,174,144.52
Grand Expense Totals											66,650,867.00	51,738,260.60	14,912,606.40
Grand Totals											2,217,955.00	5,520,506.88	7,738,461.88
											Loss	Profit	Loss

Number of Accounts: 2280

********** End of report **********

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2020-21 Monthly Activity	2020-21 FYTD Activity
6111	CURRENT REAL ESTATE TAXES		
XX R 6111 --- --- -- --- --- --- --		15,465.62	37,931,861.90
6112	INTERIM REAL ESTATE TAXES		
XX R 6112 --- --- -- --- --- --- --		30,437.57	225,119.76
6113	PUBLIC UTILITY REALTY TAX		
XX R 6113 --- --- -- --- --- --- --		0.00	39,184.42
6114	PAYMENTS IN LIEU OF CURRENT TA		
XX R 6114 --- --- -- --- --- --- --		0.00	27.48
6120	CURRENT PER CAPITA TAXES, SECT		
XX R 6120 --- --- -- --- --- --- --		841.50	60,910.60
6141	CURRENT ACT 511 PER CAPITA TAX		
XX R 6141 --- --- -- --- --- --- --		841.50	60,910.60
6151	CURRENT ACT 511 EARNED INCOME		
XX R 6151 --- --- -- --- --- --- --		131,189.22	2,823,025.00
6153	CURRENT ACT 511 REAL ESTATE TR		
XX R 6153 --- --- -- --- --- --- --		63,514.09	616,954.62
6411	DELINQUENT REAL ESTATE TAXES		
XX R 6411 --- --- -- --- --- --- --		103,957.34	654,149.36
6420	DELINQUENT PER CAPITA TAXES, S		
XX R 6420 --- --- -- --- --- --- --		1,667.31	9,434.91
6441	DELINQUENT ACT 511 PER CAPITA		
XX R 6441 --- --- -- --- --- --- --		1,667.33	9,434.95
6510	INTEREST ON INVESTMENTS AND IN		
XX R 6510 --- --- -- --- --- --- --		4,622.68	51,742.06
6710	ADMISSIONS		
XX R 6710 --- --- -- --- --- --- --		0.00	2,810.00
6740	FEES		
XX R 6740 --- --- -- --- --- --- --		257.20	415.20

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2020-21 Monthly Activity	2020-21 FYTD Activity
6837	FED CARES ACT - PASSTHROUGH		
XX R 6837 --- --- -- --- --- --- --		0.00	394,625.98
6920	CONTRIBUTIONS AND DONATIONS FR		
XX R 6920 --- --- -- --- --- --- --		20,000.00	52,677.13
6942	SUMMER SCHOOL TUITION		
XX R 6942 --- --- -- --- --- --- --		0.00	3,950.00
6961	TRANSPORTATION SERVICES PROVID		
XX R 6961 --- --- -- --- --- --- --		30,230.80	33,162.80
6990	REFUNDS AND OTHER MISCELLANEOU		
XX R 6990 --- --- -- --- --- --- --		698.10	11,915.68
6991	REFUNDS OF A PRIOR YEAR EXPEND		
XX R 6991 --- --- -- --- --- --- --		87,544.67	91,607.57
6992	ENERGY INCENTIVES		
XX R 6992 --- --- -- --- --- --- --		0.00	3,094.93
6999	OTHER REVENUES NOT SPECIFIED A		
XX R 6999 --- --- -- --- --- --- --		5,613.53	13,819.58
7111	BASIC ED. FUNDING - FORMULA		
XX R 7111 --- --- -- --- --- --- --		1,319,579.00	6,597,895.00
7112	BASIC ED. FUNDING - SOC. SEC.		
XX R 7112 --- --- -- --- --- --- --		0.00	335,298.74
7271	SPECIAL EDUCATION FUNDING FOR		
XX R 7271 --- --- -- --- --- --- --		0.00	1,404,130.00
7311	PUPIL TRANSPORTATION SUBSIDY		
XX R 7311 --- --- -- --- --- --- --		0.00	1,230,504.00
7312	NONPUBLIC/CHARTER TRANSP SUBSD		
XX R 7312 --- --- -- --- --- --- --		0.00	49,858.00
7322	RENTAL AND SINKING FUND PMT		
XX R 7322 --- --- -- --- --- --- --		0.00	697,807.37

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2020-21 Monthly Activity	2020-21 FYTD Activity
7340	STATE PROPERTY TAX REDUCTION A		
XX R 7340 --- --- -- --- --- --- --		0.00	1,161,321.18
7361	SCHOOL SAFETY & SECURITY GRANT		
XX R 7361 --- --- -- --- --- --- --		0.00	6,777.00
7505	READY TO LEARN BLOCK GRANT		
XX R 7505 --- --- -- --- --- --- --		0.00	378,374.00
7820	STATE SHARE OF RETIREMENT CONT		
XX R 7820 --- --- -- --- --- --- --		0.00	1,627,356.79
8512	IDEA, PART B		
XX R 8512 --- --- -- --- --- --- --		1,062.47	4,249.88
8514	NCLB, TITLE I IMPROVING THE AC		
XX R 8514 --- --- -- --- --- --- --		25,056.77	147,774.02
8515	NCLB, TITLE II PREPARING, TRAI		
XX R 8515 --- --- -- --- --- --- --		5,528.23	27,641.15
8517	NCLB, TITLE IV 21ST CENTURY SC		
XX R 8517 --- --- -- --- --- --- --		1,697.08	37,273.13
8741	ELE & SEC SCHOL EMERG RELIEF F		
XX R 8741 --- --- -- --- --- --- --		0.00	50,301.88
8749	OTHER CARES ACT FUNDING		
XX R 8749 --- --- -- --- --- --- --		0.00	244,484.00
8810	MEDICAL ASSISTANCE REIMBURSEME		
XX R 8810 --- --- -- --- --- --- --		162,039.56	162,039.56
8820	MEDICAL ASSISTANCE REIMBURSEME		
XX R 8820 --- --- -- --- --- --- --		0.00	2,697.76
9120	PROCEEDS FROM REFUNDING OF BON		
XX R 9120 --- --- -- --- --- --- --		0.00	2,149.49
Grand Revenue Totals		2,013,511.57	57,258,767.48

Number of Accounts: 87

Fd	T	Func	Obj	F/S	IO	O/U	Sbj	Job	SC	Account Level Description	April 2020-21 Monthly Activity	2020-21 FYTD Activity
1110										REGULAR PROGRAMS ELE/SEC		
XX	E	1110	---	---	--	---	---	---	--		2,640,557.77	19,101,059.06
1190										FEDERALLY FUNDED REGULAR PROGR		
XX	E	1190	---	---	--	---	---	---	--		49,201.37	321,621.76
1211										LIFE SKILLS SUPPORT PUBLIC		
XX	E	1211	---	---	--	---	---	---	--		55,745.58	403,931.99
1221										DEAF OR HEARING IMPAIRED SUPPO		
XX	E	1221	---	---	--	---	---	---	--		0.00	34,326.46
1225										SPEECH AND LANGUAGE SUPPORT		
XX	E	1225	---	---	--	---	---	---	--		21,267.20	173,357.49
1231										EMOTIONAL SUPPORT PUBLIC		
XX	E	1231	---	---	--	---	---	---	--		32,879.53	518,354.93
1233										AUTISTIC SUPPORT		
XX	E	1233	---	---	--	---	---	---	--		135,135.46	1,045,841.27
1241										LEARNING SUPPORT PUBLIC		
XX	E	1241	---	---	--	---	---	---	--		360,725.55	2,176,149.22
1243										GIFTED SUPPORT		
XX	E	1243	---	---	--	---	---	---	--		37,492.35	226,267.19
1270										MULTI-HANDICAPPED SUPPORT		
XX	E	1270	---	---	--	---	---	---	--		18,706.49	110,168.33
1290										OTHER SUPPORT		
XX	E	1290	---	---	--	---	---	---	--		22,626.21	1,303,182.14
1390										OTHER VOCATIONAL EDUCATION PRO		
XX	E	1390	---	---	--	---	---	---	--		94,200.34	2,267,601.69
1430										HOMEBOUND INSTRUCTION		
XX	E	1430	---	---	--	---	---	---	--		0.00	630.04
2120										GUIDANCE SERVICES		
XX	E	2120	---	---	--	---	---	---	--		173,412.18	1,225,837.16

Fd	T	Func	Obj	F/S	IO	O/U	Sbj	Job	SC	Account Level Description	April 2020-21 Monthly Activity	2020-21 FYTD Activity
2130										ATTENDANCE SERVICES		
XX	E	2130	---	---	--	---	---	---	--		51.81	470.24
2140										PSYCHOLOGICAL SERVICES		
XX	E	2140	---	---	--	---	---	---	--		47,890.27	336,681.32
2170										STUDENT ACCOUNTING SERVICES		
XX	E	2170	---	---	--	---	---	---	--		10,556.90	72,643.35
2230										EDUCATIONAL TELEVISION SERVICE		
XX	E	2230	---	---	--	---	---	---	--		13,773.43	94,458.27
2250										SCHOOL LIBRARY SERVICES		
XX	E	2250	---	---	--	---	---	---	--		58,522.76	340,227.61
2260										INSTRUCTION AND CURRICULUM DEV		
XX	E	2260	---	---	--	---	---	---	--		105,821.36	768,265.89
2271										INSTRUCTIONAL STAFF DEVELOPMEN		
XX	E	2271	---	---	--	---	---	---	--		10,974.61	130,659.49
2290										OTHER INSTRUCTIONAL STAFF SERV		
XX	E	2290	---	---	--	---	---	---	--		3,915.39	8,614.62
2310										BOARD SERVICES		
XX	E	2310	---	---	--	---	---	---	--		935.86	148,554.07
2330										TAX ASSESSMENT AND COLLECTION		
XX	E	2330	---	---	--	---	---	---	--		9,404.62	287,604.84
2350										LEGAL SERVICES		
XX	E	2350	---	---	--	---	---	---	--		0.00	110,686.50
2360										OFFICE OF THE SUPERINTENDENT (		
XX	E	2360	---	---	--	---	---	---	--		59,309.75	447,954.31
2370										COMMUNITY RELATIONS SERVICES		
XX	E	2370	---	---	--	---	---	---	--		0.00	6,078.50
2380										OFFICE OF THE PRINCIPAL SERVIC		
XX	E	2380	---	---	--	---	---	---	--		266,029.56	1,876,844.27

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2020-21 Monthly Activity	2020-21 FYTD Activity
2400	SUPPORT SERVICES PUPIL HEALTH		
XX E 2400 --- --- -- --- --- --- --		0.00	36.25
2420	MEDICAL SERVICES		
XX E 2420 --- --- -- --- --- --- --		44,244.89	623,691.25
2511	SUPERVISION OF FISCAL SERVICES		
XX E 2511 --- --- -- --- --- --- --		37,702.30	278,320.14
2513	RECEIVING AND DISBURSING FUNDS		
XX E 2513 --- --- -- --- --- --- --		12,256.13	82,782.85
2514	PAYROLL SERVICES		
XX E 2514 --- --- -- --- --- --- --		14,505.22	107,314.61
2515	FINANCIAL ACCOUNTING SERVICES		
XX E 2515 --- --- -- --- --- --- --		19,409.15	146,768.11
2611	SUPV OF OPERATION/ MAINTENANCE		
XX E 2611 --- --- -- --- --- --- --		19,133.64	381,587.64
2619	SUPV OF OPS/MAINTENANCE-OTHR		
XX E 2619 --- --- -- --- --- --- --		49,071.05	352,744.50
2620	OPERATION OF BUILDINGS SERVICE		
XX E 2620 --- --- -- --- --- --- --		242,523.95	2,338,669.72
2630	CARE AND UPKEEP OF GROUNDS SER		
XX E 2630 --- --- -- --- --- --- --		0.00	55,648.08
2650	VEHICLE OPERATION AND MAINTENA		
XX E 2650 --- --- -- --- --- --- --		0.00	28,140.29
2660	SECURITY SERVICES		
XX E 2660 --- --- -- --- --- --- --		15,683.67	214,941.80
2711	SUPERVISION OF STUDENT TRANSPO		
XX E 2711 --- --- -- --- --- --- --		12,196.62	130,297.34
2720	VEHICLE OPERATION SERVICES		
XX E 2720 --- --- -- --- --- --- --		237,344.98	917,278.17

Fd	T	Func	Obj	F/S	IO	O/U	Sbj	Job	SC	Account Level Description	April 2020-21 Monthly Activity	2020-21 FYTD Activity
2750										NONPUBLIC TRANSPORTATION		
XX	E	2750	---	---	--	---	---	---	--		76,909.42	481,507.53
2818										SYSTEM-WIDE TECHNOLOGY SERVICE		
XX	E	2818	---	---	--	---	---	---	--		99,489.30	998,648.43
2823										PUBLIC INFORMATION SERVICES		
XX	E	2823	---	---	--	---	---	---	--		5,936.43	43,784.12
2831										SUPERVISION OF STAFF SERVICES		
XX	E	2831	---	---	--	---	---	---	--		30,923.18	234,300.33
2834										STAFF DEVELOPMENT SERVICES - N		
XX	E	2834	---	---	--	---	---	---	--		0.00	14,886.80
2836										STAFF DEVELOPMENT SERVICES - N		
XX	E	2836	---	---	--	---	---	---	--		400.00	6,462.00
2910										SUPPORT SERVICES NOT LISTED EL		
XX	E	2910	---	---	--	---	---	---	--		0.00	31,448.90
3210										SCHOOL SPONSORED STUDENT ACTIV		
XX	E	3210	---	---	--	---	---	---	--		912.50	108,740.81
3250										SCHOOL SPONSORED ATHLETICS		
XX	E	3250	---	---	--	---	---	---	--		75,554.64	663,500.88
3400										SCHOLARSHIPS AND AWARDS		
XX	E	3400	---	---	--	---	---	---	--		0.00	4,225.00
4100										SITE ACQUISITION SERVICES ORIG		
XX	E	4100	---	---	--	---	---	---	--		0.00	139,681.09
4300										ARCHITECTURE AND ENGINEERING S		
XX	E	4300	---	---	--	---	---	---	--		0.00	1,262.66
4600										EXISTING BUILDING IMPROVEMENT		
XX	E	4600	---	---	--	---	---	---	--		0.00	35,639.85
5110										DEBT SERVICE		
XX	E	5110	---	---	--	---	---	---	--		0.00	4,539,963.76

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2020-21 Monthly Activity	2020-21 FYTD Activity
5230	CAPITAL PROJECTS FUND TRANSFER		
XX E 5230 --- --- -- --- --- --- --		0.00	5,149,554.86
5800	SUSPENSE ACCOUNT		
XX E 5800 --- --- -- --- --- --- --		34,497.68	88,360.82
Grand Expense Totals		5,257,831.10	51,738,260.60

Number of Accounts: 1544

********** End of report **********

GENERAL FUND RECEIPTS
for period ending 4/30/21

April Receipts			
D. Criddle	E.G. Taxes	429.00	
L. Horning	R.H. Taxes	165.00	
D. Bergey	G.L. Taxes	99.00	
J. Watkins	Hfd. Taxes	132.00	
M. Jacobs	Mlb. Taxes	380.83	
M. Kells	U.H. Taxes	37,510.74	
P. Baver	Pbg. Taxes	8,869.62	47,586.19
Berkheimer	EIT	131,189.22	131,189.22
Co. of Montg.	R.E. Transfer Taxes	57,911.81	
Co. of Berks	R.E. Transfer Taxes	4,332.00	
Co. of Montg.	R.E. Tax Claim	-	
Co. of Berks	R.E. Tax Claim	-	62,243.81
Berkheimer Assoc.	Delinquent Per Capita	3,334.64	
Portnoff Law Assoc.	Delinquent Real Estate	103,957.34	107,291.98
Insurance	Retirees/Cobra	7,461.12	
Commonwealth of PA	Dept of L & I - Copies	30.08	
Portnoff Law Assoc.	Operations Disbursement	448.10	
Western Montgomery CTC	Transportation	30,230.80	
UP Student Activities	Visa Reimbursement	1,809.38	
Upper Perk PTFS - Marlborough	Donation	20,000.00	
UPSD Cafeteria	Payroll, Benefits, Phone Reimbursement	48,437.51	
Cash	HS - PSAT Tests	374.00	
Cash	Property Damage/Replacement & School Fines	320.00	
HS Fees	Ceramics, Ind tech,obligations, transcripts, parking	327.20	
County of Montgomery	Truancy Fines	79.28	
HM Life Insurance Company	Stop Loss Insurance	3,814.06	
College Board	AP Coordinator	250.00	
SDIC	Insurance Refund	87,544.67	
Matthew Kells	Reimbursement	268.16	
All Balls Racing, Inc.	Upper Perkiomen Work Program	5,534.25	
			206,928.61
			555,239.81

Fd T Func Obj F/S IO O/U Sbj Job SCC	Account Level Description	April 2020-21 Beginning Balance	April 2020-21 Monthly Activity	Ending Balance
10 A 0101 000 000 00 000 000 000 000	CASH - UNIVEST	19,035,997.92	-4,408,998.61	14,626,999.31
10 A 0101 010 000 00 000 008 000 000	CASH - QNB	2,475,840.76	651.18	2,476,491.94
10 A 0101 010 000 00 000 009 000 000	CASH - ARBITER PAY	5,050.45	0.00	5,050.45
10 A 0103 000 000 00 000 000 000 000	PETTY CASH	1,500.00	0.00	1,500.00
10 A 0106 010 000 00 000 009 000 000	MONEY MARKET - UNIVEST	40,319.31	8.84	40,328.15
10 A 0107 010 000 00 000 004 000 000	CASH EQUIVALENTS - PSDLAF MAX	26,448.15	0.30	26,448.45
10 A 0107 010 000 00 000 005 000 000	CASH EQUIVALENTS - PLGIT-CLASS	594,878.12	5.43	594,883.55
10 A 0107 010 000 00 000 006 000 000	CASH EQUIVALENTS-PLGIT/RESERVE	8,522,987.24	1,515,114.87	10,038,102.11
10 - ---- --- --- -- --- --- --- ---		30,703,021.95	-2,893,217.99	27,809,803.96
32 A 0101 000 000 00 000 005 000 000	CAPITAL RESERVE-SAVINGS-PLGIT	1,272,721.03	11.61	1,272,732.64
32 A 0101 032 000 00 000 002 000 000	CAPITAL RESERVE - UNIVEST	9,996,824.59	-304,855.39	9,691,969.20
32 A 0106 000 000 00 000 004 000 000	PSDLAF - MAX ACCOUNT	13,556.57	0.00	13,556.57
32 A 0108 000 000 00 000 000 000 000	RESTRICTED CASH-UH TWP ESCROW	1,629.18	0.00	1,629.18
32 - ---- --- --- -- --- --- --- ---		11,284,731.37	-304,843.78	10,979,887.59
39 A 0101 030 000 00 000 004 000 000	CAP PROJ (UNIVEST) - CHECKING	5,530.85	1.21	5,532.06
39 A 0106 039 000 00 000 004 000 000	UNIVEST ELITE MONEY MARKET	2,878,315.45	630.87	2,878,946.32
39 A 0107 030 000 00 000 008 000 000	CAP PROJ - PLGIT GO BOND 2019	696,939.56	12.09	696,951.65
39 A 0107 030 000 00 000 009 000 000	CAP PROJ - PLGIT CLASS 2019	79,683.85	-4,967.61	74,716.24
39 A 0108 000 000 00 000 002 000 000	RESTRICTED CASH-UH AUTH ESCROW	5,000.00	0.00	5,000.00
39 A 0108 000 000 00 000 004 000 000	RESTRICTED CASH-UH TWP ESCROW	14,090.90	0.00	14,090.90
39 A 0108 000 000 00 000 005 000 000	RESTRICT CASH-TRI-PARTY ESCROW	535,601.93	0.00	535,601.93
39 - ---- --- --- -- --- --- --- ---		4,215,162.54	-4,323.44	4,210,839.10
Grand Asset Totals		46,202,915.86	-3,202,385.21	43,000,530.65

Number of Accounts: 19

********** End of report **********

INVESTMENT ACCOUNTS

Month Ending 4/30/21

CAPITAL FUND

CAPITAL RESERVE (MONEY MARKET - UNIVEST)	
Fund balance as of March 31, 2021	$ 9,996,824.59
Check #182 - DONALD E. REISINGER, INC.	(2,090.05)
Check #183 - NORESCO LLC	(301,414.74)
Check #184 - R.J. ELECTRIC, INC.	(3,487.00)
Interest	2,136.40
Fund balance as of April 30, 2021	$ 9,691,969.20
CAPITAL RESERVE (PSDLAF MAX)	
Fund balance as of March 31, 2021	$ 13,556.57
Interest	-
Fund balance as of April 30, 2021	$ 13,556.57
CAPITAL RESERVE (PLGIT)	
Fund balance as of March 31, 2021	$ 1,272,721.03
Interest	11.61
Fund balance as of April 30, 2021	$ 1,272,732.64
Summary of Capital Reserve Fund	
Committed for Turf Field Replacement	$ 739,204.19
Uncommitted Funds	10,239,054.22
	$ 10,978,258.41
CAPITAL PROJECTS (UNIVEST)	
Fund balance as of March 31, 2021	$ 5,530.85
Interest	1.21
Fund balance as of April 30, 2021	$ 5,532.06
CAPITAL PROJECTS MM (UNIVEST)	
Fund balance as of March 31, 2021	$ 2,878,315.45
Interest	630.87
Fund balance as of April 30, 2021	$ 2,878,946.32
PLGIT-CLASS - GO BONDS OF 2019	
Fund balance as of March 31, 2021	$ 79,683.85
Check #1099 - BRESLIN RIDYARD FADERO ARCHITECTS INC	(4,383.32)
Check #1100 - THE UPPER HANOVER AUTHORITY	(585.00)
Interest	0.71
Fund balance as of April 30, 2021	$ 74,716.24

INVESTMENT ACCOUNTS

Month Ending 4/30/21

PLGIT/RESERVE-CLASS - GO BONDS OF 2019		
Fund balance as of March 31, 2021	$	696,939.56
Interest		12.09
Fund balance as of April 30, 2021	$	696,951.65
TOTAL CAPITAL FUNDS BALANCE	**$**	**14,634,404.68**

INVESTMENT ACCOUNTS

Month Ending 4/30/21

GENERAL FUND

PSDLAF - MAX	
Fund balance as of March 31, 2021	$ 26,448.15
Interest	0.30
Fund balance as of April 30, 2021	$ 26,448.45
PLGIT/RESERVE-CLASS	
Fund balance as of March 31, 2021	$ 8,522,987.24
Basic Education Funding - Formula	1,319,579.00
Title I Improving Basic Programs	25,056.77
Title II Improving Teacher Quality	5,528.23
Title IV Student Support and Academic Enrichment	1,697.08
Medical Assistance - Access	162,039.56
Special Education COVID-19 Impact Mitigation Grant (SECIM) Funding	1,062.47
Interest	151.76
Fund balance as of April 30, 2021	$ 10,038,102.11
PLGIT - Class	
Fund balance as of March 31, 2021	$ 594,878.12
Interest	5.43
Fund balance as of April 30, 2021	$ 594,883.55
MONEY MARKET ACCOUNT (QNB)	
Fund balance as of March 31, 2021	$ 2,475,840.76
Interest	651.18
Fund balance as of April 30, 2021	$ 2,476,491.94
MONEY MARKET ACCOUNT (UNIVEST)	
Fund balance as of March 31, 2021	$ 40,319.31
Interest	8.84
Fund balance as of April 30, 2021	$ 40,328.15
GENERAL ACCOUNT (UNIVEST) - See General Account Detail	$ 14,626,999.31
TOTAL GENERAL FUND BALANCE	**$ 27,803,253.51**

GENERAL ACCOUNT
Month Ending 4/30/21

Cash balance as of March 31, 2021	$ 19,035,997.92
Interest - April	3,702.67
	19,039,700.59
Receipts - April	555,239.81
	19,594,940.40
Transfers to Payroll Account	(3,088,801.00)
	16,506,139.40
Disbursements - April	(1,879,140.09)
Cash Balance - April 30, 2021	$ 14,626,999.31
Adjustments - Void Checks & NSF items & misc. adj	-
Adjusted Cash Balance - April 30, 2021	$ 14,626,999.31

INVESTMENT ACCOUNTS

Month Ending 4/30/21

MIDDLE SCHOOL CONSTRUCTION SUMMARY

Expenditures as of April 30, 2021	$	53,840,446.10
Escrow Account Balances:		
The Upper Hanover Authority	$	5,000.00
Tri-Party Agreement	$	535,601.93
Upper Hanover Township	$	14,090.90
Total Disbursements	$	54,395,138.93

PAYROLL ACCOUNT
Month Ending 04/30/21

Beginning Balance			$ 250,847.46
Additions:			
Deposits from General Fund	$ 3,088,801.00		
Interest	102.26		
Total Additions			3,088,903.26
Reductions:			
Payroll and related liabilities paid	3,054,818.93		
Total Reductions			(3,054,818.93)
Ending Balance			$ **284,931.79**

Ending Balance Comprised of the Following Liabilities:		
Due to the General Fund	27,455.39	
Unemployment Comp. withheld but not yet paid	1,810.93	
EIT withheld but not yet paid	32,236.11	
Phila. Wage Tax withheld but not yet paid	585.00	
LST-RH withheld but not yet paid	724.14	
LST-Mlb. withheld but not yet paid	292.46	
LST-EG withheld but not yet paid	393.24	
LST-Hfd. withheld but not yet paid	376.89	
Wage Attachment withheld but not yet paid	405.28	
Retirement Purchase withheld but not yet paid	39.18	
Retirement withheld but not yet paid	220,613.17	
Total Amount Due out of the Payroll Fund		$ **284,931.79**

Reconciliation to Bank:		
Balance per Bank - Checking	$ 4,590.50	
- Repo Account	560,000.00	
Less: Outstanding Checks	(279,658.71)	
Reconciled Balance		$ **284,931.79**

UPPER PERKIOMEN SCHOOL DISTRICT
Business Office
2229 E. Buck Rd., Suite 2
Pennsburg, PA 18073

... CAFETERIA FINANCIAL REPORT ...
QNB Bank
April 30, 2021

Cash **Balance** as of March 31, 2021		$ 109,988.92
Receipts – April 2021:		
Miscellaneous Receipts		$ 1,541.10
Student & Adult Receipts		$ 186.67
Transferred from Plgit		$ 135,000.00
School Café (3/20-4/16)		$ 160.00
Interest		$ 51.30
		$ 136,939.07
		$ 246,927.99
Disbursements – April 2021:		
Amazon Capital Services	$ 237.75	
Clover Farms Dairy	$ 4,890.34	
Imperial Bag & Paper, LLC	$ 1,189.68	
K & D Factory Service, Inc.	$ 421.12	
Morabito Baking Co.	$ 657.41	
Office Depot	$ 61.33	
Redners Warehouse Markets	$ 40.90	
Ruth, Amanda (Acct. Refund)	$ 33.65	
UPSD	$ 48,437.51	
US Foodservice	$ 16,355.62	
		$ 72,325.31

NSF Checks	$	-
CASH BALANCE as of April 30, 2021	$	174,602.68
Outstanding Checks as of April 30, 2021	$	673.66
BANK BALANCE as of April 30, 2021.....	$	175,276.34
PLGIT SAVINGS BALANCE as of April 30, 2021.....	$	71,434.44

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending MAY 13, 2021

Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
12076 - 12089	04/09/2021	***PRINTING ERROR***	$62,479.70
12076 - 12089	04/09/2021	***PRINTING ERROR REVERSAL***	$ (62,479.70)
12090	04/09/2021	ADVANCED PROTECTION COMPANY	$1,408.00
12091	04/09/2021	COMCAST	$1,114.06
12092	04/09/2021	ESS NORTHEAST, LLC	$16,541.78
12093	04/09/2021	HSLC	$395.00
12094	04/09/2021	LIBERTY PROPANE INC	$1,677.03
12095	04/09/2021	MCI	$163.36
12096	04/09/2021	PECO	$6,041.02
12097	04/09/2021	PPL ELECTRIC UTILITIES	$26,575.27
12098	04/09/2021	PSI PERSONNEL, LLC	$1,346.92
12099	04/09/2021	RED HILL WATER AUTHORITY	$2,966.00
12100	04/09/2021	THE UPPER HANOVER AUTHORITY	$831.50
12101	04/09/2021	UPPER MONTGOMERY JOINT AUTHORITY	$1,946.46
12102	04/09/2021	VERIZON	$1,413.87
12103	04/09/2021	WILLIAM V MACGILL & CO	$59.43
12104	04/15/2021	AMPLIFY EDUCATION, INC.	$696.00
12105	04/15/2021	BERKS COUNTY INTERMEDIATE UNIT	$274.90
12106	04/15/2021	BERKSHIRE SYSTEMS GROUP, INC	$472.00
12107	04/15/2021	CONSTELLATION NEWENERGY-GAS DIVISION, LLC	$4,784.22
12108	04/15/2021	CONTRACT CLEANERS SUPPLY INC	$643.33
12109	04/15/2021	COVENTRY TRANSPORTATION, INC	$288,500.85
12110	04/15/2021	DENNEY ELECTRIC SUPPLY	$197.25
12111	04/15/2021	DROPBOX, INC.	$201.79
12112	04/15/2021	DUFF COMPANY	$1,035.08
12113	04/15/2021	EDWARDS BUSINESS SYSTEMS	$1,350.00
12114	04/15/2021	EDWARDS BUSINESS SYSTEMS (TX)	$5,305.49
12115	04/15/2021	HD SUPPLY FACILITIES MAINTENANCE	$212.96
12116	04/15/2021	HOME DEPOT CREDIT SERVICES	$520.66
12117	04/15/2021	INTEGRATED SYSTEMS CORPORATION	$3,275.00
12118	04/15/2021	JOHNSTONE SUPPLY	$321.27
12119	04/15/2021	KADES-MARGOLIS CORPORATION	$132.50
12120	04/15/2021	M.J. REIDER ASSOCIATES, INC.	$255.00
12121	04/15/2021	OFFICE DEPOT	$2,023.47
12122	04/15/2021	PECO	$2,621.07
12123	04/15/2021	PORT A BOWL RESTROOM CO.	$112.35
12124	04/15/2021	PPL ELECTRIC UTILITIES	$4,935.80
12125	04/15/2021	PROASYS, INC.	$2,700.00
12126	04/15/2021	R A KLINE PLUMBING, LLC	$410.00
12127	04/15/2021	READING FOUNDRY & SUPPLY COMPANY	$138.90

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending MAY 13, 2021

Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
12128	04/15/2021	RITTENHOUSE & SONS, INC.	$3,060.79
12129	04/15/2021	SCHOOL DISTRICT INSURANCE CONSORTIUM	$1,229.11
12130	04/15/2021	SCHOOL HEALTH CORPORATION	$527.53
12131	04/15/2021	TOWN & COUNTRY NEWSPAPER	$386.00
12132	04/15/2021	TRI-STATE ELEVATOR CO INC	$1,605.00
12133	04/15/2021	UNITED ELECTRIC SUPPLY COMPANY INC	$616.11
12134	04/15/2021	UPSD CAFETERIA FUND	$267.83
12135	04/15/2021	USA BLUE BOOK	$69.26
12136	04/15/2021	VERIZON	$262.69
12137	04/15/2021	WALTER R DORN ESTATE INC	$2,969.38
12138	04/15/2021	WARD'S SCIENCE	$102.00
12139	04/20/2021	ADVANCED PROTECTION COMPANY	$2,200.00
12140	04/20/2021	JENNIFER BAMFORD	$90.00
12141	04/20/2021	COLLEGE ENTRANCE EXAMINATION BOARD	$2,565.00
12142	04/20/2021	CROWN CASTLE FIBER ENTERPRISE LLC	$12,161.72
12143	04/20/2021	DIRECT ENERGY BUSINESS	$6,391.35
12144	04/20/2021	DUFF COMPANY	$423.89
12145	04/20/2021	HD SUPPLY FACILITIES MAINTENANCE	$305.81
12146	04/20/2021	DAVID C HOUSEL JR	$1,000.00
12147	04/20/2021	IRVIN G TYSON & SON INC	$249.65
12148	04/20/2021	LIBERTY PROPANE INC	$1,273.93
12149	04/20/2021	M.J. REIDER ASSOCIATES, INC.	$200.00
12150	04/20/2021	MCI	$124.56
12151	04/20/2021	PAPCO INC	$14,855.25
12152	04/20/2021	PENN FOUNDATION EMPLOYEE ASSISTANCE PROGRAM	$631.25
12153	04/20/2021	PENN VALLEY CHEMICAL CO. INC	$174.54
12154	04/20/2021	PERFECTION LEARNING CORPORATION	$272.77
12155	04/20/2021	PERKIOMEN VALLEY HIGH SCHOOL	$250.00
12156	04/20/2021	READING FOUNDRY & SUPPLY COMPANY	$109.32
12157	04/20/2021	SHANE W THRUSH	$377.00
12158	04/20/2021	UNITED ELECTRIC SUPPLY COMPANY INC	$83.34
12159	04/20/2021	VERIZON WIRELESS	$1,832.59
12160	04/20/2021	VISION BENEFITS OF AMERICA INC	$2,615.25
12161	04/29/2021	BOROUGH OF EAST GREENVILLE	$503.05
12162	04/29/2021	ESS NORTHEAST, LLC	$13,873.49
12163	04/29/2021	LIBERTY PROPANE INC	$1,026.89
12164	04/29/2021	MET-ED	$3,435.62
12165	04/29/2021	METHACTON SCHOOL DISTRICT	$250.00
12166	04/29/2021	MONTG COUNTY INTERMEDIATE UNIT #23	$1,145.00
12167	04/29/2021	OFFICE DEPOT	$630.65

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending MAY 13, 2021

Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
12168	04/29/2021	PSI PERSONNEL, LLC	$1,866.36
12169	04/29/2021	REPUBLIC SERVICES #320	$1,302.84
12170	04/29/2021	SUN LIFE FINANCIAL	$5,017.11
12171	04/29/2021	TALLEY PETROLEUM ENTERPRISES INC.	$10,524.00
12172	04/29/2021	TOWN & COUNTRY NEWSPAPER	$66.00
12173	05/13/2021	21ST CENTURY CYBER CHARTER SCHOOL	$6,712.80
12174	05/13/2021	ACHIEVEMENT HOUSE CYBER CHARTER SCHOOL	$10,564.15
12175	05/13/2021	ACTIVE NETWORK, LLC	$859.00
12176	05/13/2021	ADVANCED PROTECTION COMPANY	$3,190.00
12177	05/13/2021	AGORA CYBER CHARTER SCHOOL	$21,875.82
12178	05/13/2021	ALCOPRO INC.	$54.93
12179	05/13/2021	ALTRONICS SECURITY SYSTEMS	$867.00
12180	05/13/2021	AMERICAN SCHOOL COUNSELOR ASSOC	$129.00
12181	05/13/2021	ASSOCIATION FOR MIDDLE LEVEL EDUCATION	$79.95
12182	05/13/2021	B & H PHOTO-VIDEO	$129.88
12183	05/13/2021	JENNIFER BAMFORD	$164.00
12184	05/13/2021	BLICK ART MATERIALS LLC	$885.00
12185	05/13/2021	BRIDGET C PIANO TUNING LLC	$400.00
12186	05/13/2021	BSN SPORTS LLC	$2,326.02
12187	05/13/2021	BUXMONT ACADEMY	$5,899.41
12188	05/13/2021	CAMPHILL SPECIAL SCHOOL INC	$6,606.00
12189	05/13/2021	CANDORIS TECHNOLOGIES, LLC	$108,724.00
12190	05/13/2021	CDW GOVERNMENT INC	$226,208.88
12191	05/13/2021	CHESTER COUNTY INTERMEDIATE UNIT	$577.82
12192	05/13/2021	CIRCLE OF SEASONS CHARTER SCHOOL	$4,598.89
12193	05/13/2021	COMCAST	$1,127.31
12194	05/13/2021	COMMONWEALTH CHARTER ACADEMY	$37,662.75
12195	05/13/2021	COMMONWEALTH OF PENNSYLVANIA	$500.00
12196	05/13/2021	CONEXUS, INC.	$3,000.00
12197	05/13/2021	CONTRACT CLEANERS SUPPLY INC	$4,428.18
12198	05/13/2021	COVENTRY PROPERTY SERVICES, INC	$37,700.00
12199	05/13/2021	DELTA-T GROUP INC	$6,166.48
12200	05/13/2021	DEMCO INC	$2,275.00
12201	05/13/2021	DENNEY ELECTRIC SUPPLY	$158.35
12202	05/13/2021	DIAMEDICAL USA EQUIPMENT LLC	$932.15
12203	05/13/2021	EBSCO INFORMATION SERVICES	$271.70
12204	05/13/2021	EPLUS TECHNOLOGY OF PA INC	$14,070.80
12205	05/13/2021	EXPLORATIONS PHP INC.	$430.62
12206	05/13/2021	JOANNA L FLUKS	$35.00
12207	05/13/2021	GENERAL HEALTHCARE RESOURCES, INC	$79,600.91

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending MAY 13, 2021

Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
12208	05/13/2021	GEORGE ELY ASSOCIATES INC.	$40,000.00
12209	05/13/2021	GIPPER MEDIA, INC.	$450.00
12210	05/13/2021	GREY HOUSE PUBLISHING INC.	$1,305.00
12211	05/13/2021	H & L TEAM SALES, INC.	$4,608.00
12212	05/13/2021	HD SUPPLY FACILITIES MAINTENANCE	$155.74
12213	05/13/2021	BRENDA D HOFER	$190.97
12214	05/13/2021	DAVID C HOUSEL JR	$900.00
12215	05/13/2021	HUMANUS CORPORATION	$2,030.00
12216	05/13/2021	INSIGHT PA CYBER CHARTER SCHOOL	$5,593.97
12217	05/13/2021	JLR CONSULTING	$7,540.00
12218	05/13/2021	JOHNSON CONTROLS	$8,947.48
12219	05/13/2021	JOHNSTONE SUPPLY	$5,879.59
12220	05/13/2021	JW PEPPER & SON INC	$3.99
12221	05/13/2021	KIDSPEACE CORPORATION	$120.00
12222	05/13/2021	LAKESIDE EDUCATIONAL NETWORK	$35,312.58
12223	05/13/2021	LEHIGH VALLEY CHARTER HIGH SCHOOL FOR	$11,311.68
12224	05/13/2021	THE LIBRARY STORE INC	$361.16
12225	05/13/2021	LOSER'S MUSIC INC	$480.00
12226	05/13/2021	MAILROOM SYSTEMS INC	$188.74
12227	05/13/2021	MAIN LINE COMMERCIAL POOLS, INC.	$975.00
12228	05/13/2021	MCGRAW HILL LLC	$3,369.24
12229	05/13/2021	MCI	$166.13
12230	05/13/2021	MHS INC	$3,855.00
12231	05/13/2021	MILAGRE KIDS SCHOOL, INC.	$7,335.00
12232	05/13/2021	MITCHELL OUTDOOR SERVICES	$900.00
12233	05/13/2021	MONTG COUNTY INTERMEDIATE UNIT #23	$100.00
12234	05/13/2021	MUHLENBERG MEDICAL REPAIR INC	$325.00
12235	05/13/2021	NCS PEARSON INC	$80.00
12236	05/13/2021	NEURODIVERSITY CONSULTANTS LLC	$5,000.00
12237	05/13/2021	NORMAN'S BUS SERVICE INC.	$1,540.00
12238	05/13/2021	OFFICE DEPOT	$789.97
12239	05/13/2021	PA ASSOC OF STUDENT ASSISTANCE PROFESSIONALS	$40.00
12240	05/13/2021	PA CYBER CHARTER SCHOOL	$37,662.78
12241	05/13/2021	PA DEPT OF LABOR & INDUSTRY - B	$1,499.63
12242	05/13/2021	PA LEADERSHIP CHARTER SCHOOL	$41,766.79
12243	05/13/2021	PA RURAL WATER ASSOC INC	$140.00
12244	05/13/2021	PA VIRTUAL CHARTER SCHOOL	$29,336.26
12245	05/13/2021	PAR INC	$160.00
12246	05/13/2021	PATHWAY SCHOOL	$5,945.05
12247	05/13/2021	PECO	$5,373.20

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending MAY 13, 2021

Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
12248	05/13/2021	PEDIATRIC THERAPEUTIC SERVICES, INC	$48,965.72
12249	05/13/2021	PIONEER ATHLETIC CONFERENCE	$2,681.62
12250	05/13/2021	PORT A BOWL RESTROOM CO.	$1,177.78
12251	05/13/2021	PPL ELECTRIC UTILITIES	$2,565.37
12252	05/13/2021	PREMIUM SIGN SUPPLIES, INC.	$1,219.91
12253	05/13/2021	R.J. ELECTRIC, INC.	$4,575.16
12254	05/13/2021	REACH CYBER CHARTER SCHOOL	$60,533.70
12255	05/13/2021	RESURGENT TECHNOLOGY SERVICES LLC	$660.65
12256	05/13/2021	RIDDELL/ALL AMERICAN SPORTS CORP	$2,109.20
12257	05/13/2021	ALLYN J ROCHE	$103.94
12258	05/13/2021	RUDOLPH CLARKE, LLC	$613.50
12259	05/13/2021	SCHOLASTIC INC	$697.89
12260	05/13/2021	SCHOOL HEALTH CORPORATION	$512.53
12261	05/13/2021	SCHOOL OPERATION SERVICES GROUP INC.	$9,302.97
12262	05/13/2021	SCHOOLMART	$2,960.00
12263	05/13/2021	SEALMASTER	$1,722.04
12264	05/13/2021	SEVEN GENERATIONS CHARTER SCHOOL	$18,271.99
12265	05/13/2021	JAMES A SIVEL	$200.00
12266	05/13/2021	SWEET, STEVENS, KATZ & WILLIAMS LLP	$28,734.00
12267	05/13/2021	TFD SUPPLIES	$27.50
12268	05/13/2021	THE UPPER HANOVER AUTHORITY	$2,714.75
12269	05/13/2021	SHANE W THRUSH	$406.00
12270	05/13/2021	TOLEDO PHYSICAL EDUCATION SUPPLY	$738.66
12271	05/13/2021	TOWN & COUNTRY NEWSPAPER	$52.00
12272	05/13/2021	TRI-STATE ELEVATOR CO INC	$1,343.50
12273	05/13/2021	TRIPLE CROWN SPORTS INC	$299.00
12274	05/13/2021	UHS OF PENNSYLVANIA INC	$943.00
12275	05/13/2021	UPPER MONTGOMERY JOINT AUTHORITY	$4,403.72
12276	05/13/2021	VERIZON BUSINESS SERVICES	$65.31
12277	05/13/2021	VERIZON	$1,802.42
12278	05/13/2021	WALTER R DORN ESTATE INC	$311.86
12279	05/13/2021	WAMPOLE ENTERPRISES INC	$2.40
12280	05/13/2021	WAREHOUSE BATTERY OUTLET INC	$514.75
12281	05/13/2021	WEST MUSIC COMPANY INC.	$1,595.08
12282	05/13/2021	WESTERN AUTO	$47.67
12283	05/13/2021	WESTERN MONTGOMERY CAREER & TECHNOLOGY	$151,368.17
12284	05/13/2021	WILLIAM V MACGILL & CO	$79.70
12285	05/13/2021	LISA M WILLIAMS	$35.00
12286	05/13/2021	WILSON LANGUAGE TRAINING CORP	$27,459.30
12287	05/13/2021	WISLER PEARLSTINE, LLP	$8,773.00

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending MAY 13, 2021

Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
12288	05/13/2021	ZESWITZ MUSIC	$397.91
12289	05/13/2021	CHRIS ARON	$22.00
12290	05/13/2021	TRACY DEBRIGIDA	$22.00
12291	05/13/2021	SHARON SHAAK	$22.00
		TOTAL CHECKS	**$1,734,527.94**

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending May 13, 2021

Bank: PENNSYLVANIA LOCAL GOVERNMENT INVESTMENT TRUST - GO BOND 2019

Check/Wire No.	Check Date	Vendor Name	Amount
1101	05/07/2021	GEORGE ELY ASSOCIATES INC.	$98,477.00
1102	05/07/2021	MUHLENBERG GREENE ARCHITECTS, LTD.	$3,016.82
1103	05/07/2021	NORESCO LLC	$347,418.75
1104	05/07/2021	PAVWORX	$3,000.00
1105	05/07/2021	THE UPPER HANOVER AUTHORITY	$65.00
1106	05/07/2021	TRC ENVIRONMENTAL CORPORATION	$5,120.32
		Total Checks:	**$457,097.89**
		Total Capital Projects and Capital Reserve Payments:	**$457,097.89**