

**LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA**

**WEDNESDAY, MAY 13, 2026**

**9:15 a.m. – Conference Room #701, 7th Floor**

*The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.*



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the May 6, 2026 Commissioners' Meeting Minutes.
4. Reannouncement: There is no Work Session scheduled for Tuesday, May 19, 2026 and no Commissioners' Meeting scheduled for Wednesday, May 20, 2026.
5. Old Business:
6. New Business:
  - a. **Proclamation – Mental Health and Trauma Awareness Month**  
Tania Maser, Executive Director, Behavioral Health and Developmental Services
  - b. **Public Defender's Office – Grant Renewal Agreement with the Pennsylvania Commission on Crime and Delinquency (PCCD)**  
Christopher Tallarico, Chief Public Defender
  - c. **Children and Youth Agency - Affiliation Agreements with Lancaster Bible College, Messiah College and Elizabethtown College**  
Crystal Natan, Executive Director
  - d. **Voter Registration – Fee Increases for Polling Place Locations**  
Christa Miller, Chief Clerk/Chief Registrar, Board of Elections
  - e. **General Services –**  
Bob Devonshire, Director  
Carmen Simone, Deputy Director

**Resolution No. 29 of 2026: Budget Adjustments**

**Agreement with Trane U.S. Inc.**

7. Business from Guests
8. Adjourn



County Commissioners  
Ray D'Agostino, Chairman  
Joshua G. Parsons, Vice-Chairman  
Alice Yoder, Commissioner

## Proclamation

### *Mental Health and Trauma Awareness Month*

*May 13, 2026*

WHEREAS, mental health is an essential part of overall health and well-being, affecting individuals across the lifespan, including children, adults, older adults, families, workplaces, schools, healthcare systems and communities across Lancaster County; and

WHEREAS, recent data indicates that approximately 1 in 4 adults in Pennsylvania experience a mental health condition each year, with about 6% experiencing a serious mental illness; and

WHEREAS, data indicates that nearly 1 in 5 adults report having been diagnosed with depression, and nearly 1 in 4 experience symptoms of anxiety or other mental health challenges, reflecting the widespread impact across all age groups, including older adults; and

WHEREAS, mental health is especially important among the youth of our next generation, where a recent Pennsylvania Youth Survey shows that more than one-third of students report feeling persistently sad or depressed, and many report that these challenges interfere with their daily activities and well-being; and

WHEREAS, older adults in Lancaster County often face unique mental health challenges including isolation, grief, chronic health conditions, and barriers to accessing care, underscoring the importance of community connection, early identification, and accessible supports that promote dignity, independence, and overall well-being; and


WHEREAS, Lancaster County has a dedicated system of care that supports thousands of residents each year through Behavioral Health and Developmental Services, the Office of Aging, Children and Youth, the Drug and Alcohol Commission and community partners working together to provide prevention, treatment, and recovery supports; and


WHEREAS, in 2025, Lancaster County's Crisis Intervention services received 33,965 calls through its 10-digit crisis line and the 988 Suicide and Crisis Lifeline, providing immediate, compassionate support to individuals and families in moments of crisis; and

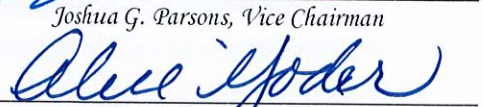
WHEREAS, these services are often unseen but essential to support individuals and families with mental health challenges; strengthening the overall health of Lancaster County.

**NOW, THEREFORE, WE, THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA** do hereby proclaim May 2026 to be "**Mental Health and Trauma Awareness Month**" and encourage citizens to be part of the solution to prevent and address trauma and to support strong and healthy families in Lancaster County.



  
\_\_\_\_\_  
Ray D'Agostino, Chairman

  
\_\_\_\_\_  
Joshua G. Parsons, Vice Chairman

  
\_\_\_\_\_  
Alice Yoder, Commissioner

Board of Commissioners of  
Lancaster County, Pennsylvania

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Public Defender's Office, to approve the following:

**Grant Renewal With:**

Pennsylvania Commission on Crime and Delinquency  
(PCCD)  
Harrisburg, PA

**Purpose:**

To reapply for funding from the Indigent Defense Grant to be used for reimbursement of expenses from 2026-2027 from the use of court-appointed counsel in post-conviction proceedings and salary spent for Social Services Caseworker and Client and Litigation Support Specialist positions.

**Amount/Term:**

\$114,544.00 for the period July 1, 2026 through June 30, 2027.

**Funding:**

100% State funding.

GRANT: 44217

Amendment Number: 2

Short Title: Lancaster County Indigent Defense Funding Request

PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY  
SIGNATURE PAGE TO GRANT AMENDMENT

GRANTEE Lancaster County Commissioners  
GRANT# 2023/2024-ID-ST-44217  
AMENDMENT# 2

This AMENDMENT to the existing Subgrant Agreement which was entered into by the Pennsylvania Commission on Crime and Delinquency and the above-referenced Subgrantee will serve to revise and be a supplement to said Subgrant Agreement.

WHEREAS, the Subgrantee has submitted the attached Project Modification Request which explains and justifies the requested amendments.

NOW THEREFORE, in consideration of the promises herein contained in the Project Modification Request and with the intent to be legally bound, the parties agree to the amendments.

All other terms and conditions of the original Subgrant Agreement and prior amendments will remain in full force and effect throughout the duration of the Subgrant Agreement.

Lancaster County Commissioners

NAME OF GRANTEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR PCCD USE ONLY

We certify that this application is approved and that funding has been received to support this subgrant award.

\_\_\_\_\_  
PCCD Executive Director or designee

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPTROLLER OPERATIONS

\_\_\_\_\_  
DATE

Approved as to form and legality:

\_\_\_\_\_  
COUNSEL TO PCCD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OFFICE OF GENERAL COUNSEL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPUTY ATTORNEY GENERAL

\_\_\_\_\_  
DATE

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**Explanation or Justification of Requested Modification:**

Pennsylvania Indigent Defense Grant is being extended through June 2027 and Lancaster County is receiving \$114,544 from July 1, 2026 -- March 31, 2027.

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
Lancaster County Commissioners	20,440.00	83,889.00	109,429.00	114,544.00	328,302.00
<b>Total:</b>	<b>20,440.00</b>	<b>83,889.00</b>	<b>109,429.00</b>	<b>114,544.00</b>	<b>328,302.00</b>

Recipient Agency: Lancaster County Commissioners

BY CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	17,498.00	75,829.00	98,261.00	103,000.00	294,588.00
EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00	0.00	0.00	0.00
EQUIPMENT	0.00	0.00	0.00	0.00	0.00
SUPPLIES & OPERATING EXPENSES	17.00	0.00	0.00	0.00	17.00
CONSULTANTS	2,925.00	8,060.00	11,168.00	11,544.00	33,697.00
CONSTRUCTION	0.00	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00	0.00
<b>Total:</b>	<b>20,440.00</b>	<b>83,889.00</b>	<b>109,429.00</b>	<b>114,544.00</b>	<b>328,302.00</b>

Applicant Agency: Lancaster County Commissioners

BY SOURCE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
FEDERAL	0.00	0.00	0.00	0.00	0.00
STATE	20,440.00	83,889.00	109,429.00	114,544.00	328,302.00
PROJECT INCOME	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
STATE MATCH	0.00	0.00	0.00	0.00	0.00
CASH MATCH (NEW APPROP.)	0.00	0.00	0.00	0.00	0.00
IN-KIND MATCH	0.00	0.00	0.00	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00	0.00	0.00	0.00
<b>Total:</b>	<b>20,440.00</b>	<b>83,889.00</b>	<b>109,429.00</b>	<b>114,544.00</b>	<b>328,302.00</b>

**BUDGET DETAILS****A. AGENCY BUDGETS**

Line Item Details for: Lancaster County Commissioners

**YEAR 1****PERSONNEL**

**Justification:** The Social Services Case Manager assists clients with functioning with serious mental illness, or intellectual disability, they procure clients records, arrange forensic evaluations, secure residential placements for clients, and compose mitigation reports for sentencing hearings. The salary for this position is expected to be \$57,057 in 2026.

The Litigation and Client Services Specialist will be vital to assist clients' maintain contact with the Public Defender office, ensure diversion applications are submitted in a timely manner, ensure discovery is available for clients, and keep them apprised of upcoming court dates. Shifting these tasks from the attorneys to a designated support staff member would greatly improve clients' success and attorneys productivity and efficiency. The annual salary for this is expected to be \$46,664 in 2026.

**Position:** Litigation and Client Services Specialist**Name:** Joseph Guest

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	<u>COST</u>
37.5	x 21	x 22.22	17,498.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 100	

**Personnel - Year 1 Total: 17,498.00**

**SUPPLIES & OPERATING EXPENSES****Justification:** Office supplies such as staplers, pens, paper, ect.**Supply Item:** Office Supplies

Unit Cost Per Item	Quantity	% Applied To Grant	<u>COST</u>
17.00	1.00	100.00	17.00

**Supplies & Operating Expenses - Year 1 Total: 17.00**

**CONSULTANTS - CONSULTANT****Justification:** Conflict counsel will be paid up to \$11,544 to pay for additional post-conviction cases.**Name / Position:** Conflict Counsel (To Be Determined)**Service Provided:** Post Conviction litigation

Cost per	Duration	<u>COST</u>
65.00 per Hour	x 45 Hour(s)	2,925.00

**Consultants - Consultant - Year 1 Total: 2,925.00**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

Line Item Details for: Lancaster County Commissioners

**YEAR 1 TOTAL: 20,440.00**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

Line Item Details for: Lancaster County Commissioners

**YEAR 2**

**PERSONNEL**

**Justification:** The Social Services Case Manager assists clients with functioning with serious mental illness, or intellectual disability, they procure clients records, arrange forensic evaluations, secure residential placements for clients, and compose mitigation reports for sentencing hearings. The salary for this position is expected to be \$57,057 in 2026.

The Litigation and Client Services Specialist will be vital to assist clients' maintain contact with the Public Defender office, ensure diversion applications are submitted in a timely manner, ensure discovery is available for clients, and keep them apprised of upcoming court dates. Shifting these tasks from the attorneys to a designated support staff member would greatly improve clients' success and attorneys productivity and efficiency. The annual salary for this is expected to be \$46,664 in 2026.

**COST**

**Position:** Social Services Case Manager  
**Name:** Kirsten Russell

<b># Budgeted Hours / Week</b>	<b># Weeks</b>	<b>Hourly Pay Rate</b>	
37.5	x 52	x 25.64	49,998.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 100	

**Position:** Litigation and Client Services Specialist  
**Name:** Joseph Guest

<b># Budgeted Hours / Week</b>	<b># Weeks</b>	<b>Hourly Pay Rate</b>	
37.5	x 31	x 22.22	25,831.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 100	

Personnel - Year 2 Total: 75,829.00

**CONSULTANTS - CONSULTANT**

**Justification:** Conflict counsel will be paid up to \$11,544 to pay for additional post-conviction cases.

**COST**

**Name / Position:** Conflict Counsel (To Be Determined)  
**Service Provided:** Post Conviction litigation

<b>Cost per</b>	<b>Duration</b>	
65.00 per Hour	x 124 Hour(s)	8,060.00

Consultants - Consultant - Year 2 Total: 8,060.00

**YEAR 2 TOTAL: 83,889.00**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

Line Item Details for: Lancaster County Commissioners

**YEAR 3**

**PERSONNEL**

**Justification:** The Social Services Case Manager assists clients with functioning with serious mental illness, or intellectual disability, they procure clients records, arrange forensic evaluations, secure residential placements for clients, and compose mitigation reports for sentencing hearings. The salary for this position is expected to be \$57,057 in 2026.

The Litigation and Client Services Specialist will be vital to assist clients' maintain contact with the Public Defender office, ensure diversion applications are submitted in a timely manner, ensure discovery is available for clients, and keep them apprised of upcoming court dates. Shifting these tasks from the attorneys to a designated support staff member would greatly improve clients' success and attorneys productivity and efficiency. The annual salary for this is expected to be \$46,664 in 2026.

**COST**

**Position:** Social Services Case Manager  
**Name:** Kirsten Russell

<b># Budgeted Hours / Week</b>	<b># Weeks</b>	<b>Hourly Pay Rate</b>	
37.5	x 52	x 26.99	52,631.00
<b>Standard working hours per week: 37.500 hrs.</b>		<b>% Budgeted Hours: 100</b>	

**Position:** Litigation and Client Services Specialist  
**Name:** Joseph Guest

<b># Budgeted Hours / Week</b>	<b># Weeks</b>	<b>Hourly Pay Rate</b>	
37.5	x 52	x 23.40	45,630.00
<b>Standard working hours per week: 37.500 hrs.</b>		<b>% Budgeted Hours: 100</b>	

**Personnel - Year 3 Total: 98,261.00**

**CONSULTANTS - CONSULTANT**

**Justification:** Conflict counsel will be paid up to \$11,544 to pay for additional post-conviction cases.

**COST**

**Name / Position:** Conflict Counsel (To Be Determined)  
**Service Provided:** Post Conviction litigation

<b>Cost per</b>	<b>Duration</b>	
11,168.00 (Flat Fee)	--	11,168.00

**Consultants - Consultant - Year 3 Total: 11,168.00**

**YEAR 3 TOTAL: 109,429.00**

**BUDGET DETAILS**

**A. AGENCY BUDGETS**

Line Item Details for: Lancaster County Commissioners

**YEAR 4**

**PERSONNEL**

**Justification:** The Social Services Case Manager assists clients with functioning with serious mental illness, or intellectual disability, they procure clients records, arrange forensic evaluations, secure residential placements for clients, and compose mitigation reports for sentencing hearings. The salary for this position is expected to be \$57,057 in 2026.

The Litigation and Client Services Specialist will be vital to assist clients' maintain contact with the Public Defender office, ensure diversion applications are submitted in a timely manner, ensure discovery is available for clients, and keep them apprised of upcoming court dates. Shifting these tasks from the attorneys to a designated support staff member would greatly improve clients' success and attorneys productivity and efficiency. The annual salary for this is expected to be \$46,664 in 2026.

**COST**

**Position:** Social Services Case Manager  
**Name:** Kirsten Russell

<b># Budgeted Hours / Week</b>	<b># Weeks</b>	<b>Hourly Pay Rate</b>	
37.5	x 52	x 29.23	56,999.00
<b>Standard working hours per week: 37.500 hrs.</b>		<b>% Budgeted Hours: 100</b>	

**Position:** Litigation and Client Services Specialist  
**Name:** Joseph Guest

<b># Budgeted Hours / Week</b>	<b># Weeks</b>	<b>Hourly Pay Rate</b>	
37.5	x 52	x 23.59	46,001.00
<b>Standard working hours per week: 37.500 hrs.</b>		<b>% Budgeted Hours: 100</b>	

**Personnel - Year 4 Total: 103,000.00**

**CONSULTANTS - CONSULTANT**

**Justification:** Conflict counsel will be paid up to \$11,544 to pay for additional post-conviction cases.

**COST**

**Name / Position:** Conflict Counsel (To Be Determined)  
**Service Provided:** Post Conviction litigation

<b>Cost per</b>	<b>Duration</b>	
11,544.00 (Flat Fee)	--	11,544.00

**Consultants - Consultant - Year 4 Total: 11,544.00**

**YEAR 4 TOTAL: 114,544.00**

**PERFORMANCE INDICATORS:****I. Established by PCCD**

- 1.1. (Unit Count/Process) PD - Current number of full-time attorneys employed by public defender office. **Target: 20**  
**Purpose:** Current number of full-time attorneys employed by public defender office
- 1.2. (Unit Count/Process) PD - Current number of full-time attorney vacancies in public defender office. **Target: 5**  
**Purpose:** Current number of full-time attorney vacancies in public defender office.
- 1.3. (Unit Count/Process) PD - Current vacancies for conflict or other court-appointed counsel. **Target: 0**  
**Purpose:** PD - Current vacancies for conflict or other court-appointed counsel.
- 1.4. (Unit Count/Process) PD - Current number of part-time attorneys employed by public defender office. **Target: 0**  
**Purpose:** PD - Current number of part-time attorneys employed by public defender office.
- 1.5. (Unit Count/Process) PD - Current number of part-time vacancies in the public defender office. **Target: 0**  
**Purpose:** PD - Current number of part-time vacancies in the public defender office.
- 1.6. (Unit Count/Process) PD - Total number of adult criminal of cases assigned this quarter to attorneys within the public defender office for probation/parole violations at the court of common pleas. **Target: 436**  
**Purpose:** Total number of adult criminal of cases assigned this quarter to attorneys within the public defender office for probation/parole violations at the court of common pleas.
- 1.7. (Unit Count/Process) PD - Total number of new juvenile delinquency cases assigned this quarter to attorneys within the public defender office. **Target: 77**  
**Purpose:** PD - Total number of new juvenile delinquency cases assigned this quarter to attorneys within the public defender office.
- 1.8. (Unit Count/Process) PD - Total number of ongoing juvenile delinquency cases assigned this quarter to attorneys within the public defender office **Target: 123**  
**Purpose:** Total number of ongoing juvenile delinquency cases assigned this quarter to attorneys within the public defender office
- 1.9. (Unit Count/Process) PD - Total number of appeals filed to the Pennsylvania Superior or Commonwealth court this quarter by attorneys in the public defender office. **Target: 7**  
**Purpose:** PD - Total number of appeals filed to the Pennsylvania Superior or Commonwealth court this quarter by attorneys in the public defender office.
- 1.10. (Unit Count/Process) PD - Total number of appeals filed to the Pennsylvania Supreme Court this quarter by attorneys in the public defender office. **Target: 2**  
**Purpose:** PD - Total number of appeals filed to the Pennsylvania Supreme Court this quarter by attorneys in the public defender office.
- 1.11. (Unit Count/Process) PD - Total number of cases assigned this quarter to conflict/other court-appointed counsel (not a public defender) for representation at a preliminary hearing at the magisterial district court. **Target: 80**  
**Purpose:** PD - Total number of cases assigned this quarter to conflict/other court-appointed counsel (not a public defender) for representation at a preliminary hearing at the magisterial district court.
- 1.12. (Unit Count/Process) PD - Total number of adult criminal of cases assigned this quarter to conflict/other court-appointed counsel (not a public defender) for probation/parole violations at the court of common pleas. **Target: 23**  
**Purpose:** PD - Total number of adult criminal of cases assigned this quarter to conflict/other court-appointed counsel (not a public defender) for probation/parole violations at the court of common pleas.
- 1.13. (Unit Count/Process) PD - Total number of adult criminal of cases assigned this quarter to conflict/other court-appointed counsel (not a public defender) for pre-trial/trial representation at the court of common pleas. **Target: 29**  
**Purpose:** PD - Total number of adult criminal of cases assigned this quarter to conflict/other court-appointed counsel (not a public defender) for pre-trial/trial representation at the court of common pleas.

- 1.14. (Unit Count/Process) PD - Total number of new juvenile delinquency cases assigned this quarter to conflict/other court-appointed counsel (not a public defender). **Target: 21**  
**Purpose:** PD - Total number of new juvenile delinquency cases assigned this quarter to conflict/other court-appointed counsel (not a public defender).
- 1.15. (Unit Count/Process) PD - Total number of ongoing juvenile delinquency cases assigned this quarter to conflict/other court-appointed counsel (not a public defender). **Target: 999**  
**Purpose:** PD - Total number of ongoing juvenile delinquency cases assigned this quarter to conflict/other court-appointed counsel (not a public defender).
- 1.16. (Unit Count/Process) PD - Total number of appeals filed to the Pennsylvania Superior or Commonwealth court this quarter by conflict/other court-appointed counsel (not a public defender). **Target: 12**  
**Purpose:** PD - Total number of appeals filed to the Pennsylvania Superior or Commonwealth court this quarter by conflict/other court-appointed counsel (not a public defender).
- 1.17. (Unit Count/Process) PD - Total number of appeals filed to the Pennsylvania Supreme Court this quarter by conflict/other court-appointed counsel (not a public defender). **Target: 999**  
**Purpose:** PD - Total number of appeals filed to the Pennsylvania Supreme Court this quarter by conflict/other court-appointed counsel (not a public defender).
- 1.18. (Unit Count/Process) PD - Total number of adult criminal cases assigned this quarter to attorneys within the public defender office for representation at a preliminary hearing at the magisterial district court. **Target: 636**  
**Purpose:** PD - Total number of adult criminal cases assigned this quarter to attorneys within the public defender office for representation at a preliminary hearing at the magisterial district court.
- 1.19. (Unit Count/Process) PD - Total number of adult criminal of cases assigned this quarter to attorneys within the public defender office for pre-trial/trial representation at the court of common pleas. **Target: 545**  
**Purpose:** Total number of adult criminal of cases assigned this quarter to attorneys within the public defender office for pre-trial/trial representation at the court of common pleas
- 1.20. (Unit Count/Process) PD - Current number of conflict or other court-appointed counsel supporting indigent defense services in the county. **Target: 16**  
**Purpose:** PD - Current number of conflict or other court-appointed counsel supporting indigent defense services in the county.

2. Established by Grantee

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Children and Youth Agency, to approve Affiliation Agreements with Lancaster Bible College, Messiah College and Elizabethtown College, for student interns for the period June 2026 through May 2027. Interns have been approved by Human Resources.

5/13/26

**Affiliation Agreement**

THIS AGREEMENT is made this 17 day of APRIL, 2026, by and between **Lancaster Bible College**, (hereinafter referred to as "College") an educational institution in the Commonwealth of Pennsylvania and **LANCASTER COUNTY CHILDREN & YOUTH AGENCY** (hereinafter "Site").

**BACKGROUND**

WHEREAS, the Site is equipped with the facilities and professional staff necessary to provide an educational experience to the College's students in the area of Bachelor of Social Work; and

WHEREAS, the College is an educational institution that provides a degree in the area of social work;

WHEREAS, the College is desirous of providing an educational experience to its students limited to participation through supervision in a field internship setting; and

WHEREAS, the Site is desirous of establishing a relationship with the College whereby its students may receive experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE COLLEGE**

*Selection of Students.* The College shall be responsible for the selection of qualified students to participate in the field internship experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site. The parties will mutually agree upon the number of students selected for the Site.

*Education of Students.* The College shall assume full responsibility for the classroom education of its students. The College shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.

*Submission of Candidates.* The College shall submit the names of the students to the designated representative of the Site within ample time for the Site to interview the student prior to the internship.

*Policies of Agency.* The College will review with each student, prior to the internship assignment, any and all applicable policies, codes, or confidentiality issues related to the internship experience. The Site will provide the College with the applicable information in advance of the student being matched with the agency.

*Advising Students of Rights and Responsibilities.* The College will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site and should any student fail to abide by any policy and/or procedure, they may be removed from the internship.

*Clearances.* The College will require its students to obtain child abuse and criminal record clearances prior to the student's acceptance into the field program. Students will be required to update their criminal background checks and child abuse clearances if requested by the Site. The College will also require its students who are participating in internships to comply with the health status requirements of the Site, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis, hepatitis B and measles. Proof of compliance must be presented prior to the internship.

*Education for the Field.* The College shall provide an on-going educational forum for supervisors focused upon issues related to student development and the field practice experience.

*a. Removal of Students.* The College is responsible for insuring that its students are meeting their educational goals at the Site. If the College determines that a student's educational needs are not being met or they are not receiving field instruction by a qualified professional, the College in consultation with the Site will remove the student from the Site.

*b. Professional Liability Insurance.* Students may be responsible for procuring professional liability insurance at their own expense, if the Site requires this coverage. Traditional limits of a policy may be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. If requested of the student, the liability policy must remain in full force and effect for the duration of the internship.

*c. Driving Clients.* The College will inform students who are participating in a field experience that pursuant to their course of study they may be required to transport clients at the agency for which they are participating in field experience. It is recommended that students transport agency clients in agency vehicles. If an agency vehicle is not available, however, and the student chooses to transport an agency client in his/her personal vehicle it is mandatory that the student have adequate automobile insurance to cover any incidents that may occur during transportation of the agency client. Therefore, students are encouraged to contact their insurers prior to the commencement of their internships to discuss their coverage and any questions that they have about using their personal vehicles to transport clients.

## II. DUTIES AND RESPONSIBILITIES OF THE SITE

*Student Participation in Site.* The Site agrees to allow a mutually agreed upon number of students of the College to participate in a field practice experience. The Site is encouraged to interview the student intern prior to their acceptance for an internship at the Site. The Site agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Site and the College.

*Client Care/Administration.* The Site will have sole authority and control over all aspects of client services. The Site will be responsible for and retain control over the organization, operation and financing of its services.

*Removal of Noncompliant Student.* The Site shall have the authority to terminate the internship at the Site of a student who fails to comply with Site policies and procedures. The Site agrees to facilitate the termination process in conjunction with the responsible College Social Work Program Director or the Social Work Program Field Director.

*Emergency Medical Care of Students.* The Site may provide to the students, to the extent possible, first aid for any injuries or illness that may occur while the student is at the agency. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.

*Designation of Representative.* The Site shall designate a person to serve as a liaison between parties who will meet periodically with representatives of the College in order to discuss, plan and evaluate the field practice experiences of the students.

*Supervising of Students.* The Site shall provide a Field Instructor or Task Supervisor who will monitor the student's activities during the internship. The Site will provide an opportunity for the student to engage in direct social work practice as soon as deemed possible through mutual agreement between the Site and the student. The Field Instructor or Task Supervisor will provide weekly, direct supervision with the social work student intern.

*Reporting of Student Progress.* The Site shall provide all reasonable information requested by the College on a student's work performance. The Site will provide, in writing, a mid-semester and final evaluation, of the student intern. Evaluations will be completed and returned according to any reasonable schedule provided by the College.

*Changes in Assignment.* The Site will, as soon as practical, inform the College of any changes in student assignments. If additional social work programs exist within the agency, the Site should devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.

*Rules and Policies.* The Site will provide the College, at least two weeks in advance of the internship, all-relevant rules, regulations and policies of the Site that may impact the student internship. The Site, when necessary, shall have the responsibility of updating this information.

*Facilities.* The Site will provide dedicated space to the student.

*Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

### III. MUTUAL TERMS AND CONDITIONS

*Terms of Agreement.* The term of this Agreement shall remain in effect until either party wishes to terminate the Agreement.

*Termination of Agreement.* The College or the Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination

*Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972, and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

*Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

*Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.

*Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

*Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.

*Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives (of the parties have) executed this Agreement as of the date previously indicated.

**Lancaster Bible College**  
**901 Eden Road**  
**Lancaster PA 17601**



04/20/2026

\_\_\_\_\_  
Mr. Matt Mason, Vice President of Finance

**Lancaster County Children & Youth Agency**  
**150 N. Queen St.**  
**Suite 111**  
**Lancaster PA 17603**

\_\_\_\_\_  
Site Authorized Signature

\_\_\_\_\_  
Print Name/Title



## AFFILIATION AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_ Month and year \_\_\_\_\_ between MESSIAH University, (hereinafter referred to as “the University”) and Lancaster County Children and Youth, located at Address \_\_\_\_\_ (hereinafter referred to as “the Agency”).

WITNESSETH:

**WHEREAS**, both parties desire to establish and maintain a working relationship to facilitate a stimulating environment for the education and training of the students of the University to help meet the needs of the communities served by both parties; and

**WHEREAS**, it is in the mutual interest of and to the mutual advantage of the parties to this Agreement that the students of the University be given the opportunity and benefit of the use of existing facilities maintained by the Agency with Messiah University.

**WHEREAS**, both parties desire to clearly establish the rights and responsibilities of the University and the Agency in the use of the Agency’s facilities.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, it is agreed by both parties as follows:

### 1. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- 1.01. *Selection of Students.* The University shall be responsible for selection of qualified students to participate in the experience. Selected students must have the appropriate educational background.
- 1.02. *Education of Students.* The University shall assume responsibility for the coursework of its students. The University shall be responsible for the administration, the curriculum content, as well as the requirements matriculation, grading, and graduation.
- 1.03. *Designation of a Faculty Supervisor.* The University will assign a Faculty Supervisor to facilitate regular communication between the University and the Agency’s Site Supervisor. The Faculty Supervisor will have ongoing communication throughout the semester and will provide contact information to the Agency, in order to appropriately monitor progress the of the student(s).
- 1.04. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the University and should any student fail to abide by any policy and/or procedure, he or she may be subject to termination from the University/Facility/Agency.

- 1.05. *Health Insurance.* The students of the University will maintain their own health insurance. In the case of an unexpected medical expense incurred during the experience, the student will be responsible for all fees/charges.
- 1.06. *Professional Liability Insurance.* The University agrees to maintain professional liability insurance covering any student placed through the University's program with Agency for the purpose of practical experience and clinical development. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. The policy must remain in full force and effect for the duration of the experience. Student(s) are also required to maintain their own professional liability insurance for the duration of their field experience.
- 1.07. *Criminal Background Checks.* The University will inform Pennsylvania student(s) of their responsibility to obtain and provide upon request the Pennsylvania Child Abuse Clearance, Pennsylvania State Police Criminal Record Check, and FBI Fingerprint Report, or their state's equivalent of these clearances for out-of-state students. The students of the University must provide the appropriate background checks to Agency.
- 1.08. The University will inform student(s) of their responsibility to maintain and to provide upon request a current health record.

## **2. DUTIES AND RESPONSIBILITIES OF THE AGENCY**

- 2.01. *Accommodations.* The Agency authorizes the use of its facilities as may be agreed upon by the Agency and the University as a location for the experience. The Agency shall advise the University on a timely basis of any changes in facilities, which may affect the experience.
- 2.02. *Administration.* The Agency will have sole authority and control over all aspects of services to its clientele. The Agency will be responsible for and retain control over the organization and operation of its programs. The Agency shall maintain a sufficient level of staff support so that an assigned student will not be expected to perform in lieu of a staff member. The Agency shall retain patient responsibility.
- 2.03. *Policies of Agency.* The Agency will review with each student, prior to the beginning of the experience, all applicable policies, codes, or confidentiality issues related to the experience. The Agency shall make available to the University all written applicable rules, regulations, policies, and procedures of the Agency.
- 2.04. *Supervision.* The Agency shall appoint a qualified person who will serve as a Site Supervisor for a planned supervised program consistent with the educational objectives established by the University and accrediting bodies. The Site Supervisor will help orient the student to the facility and its culture; oversee the student's work (including review and evaluation of assignments and daily tasks); make available equipment, supplies, and space necessary for the student to perform his/her duties; and provide safe working facilities and facilities free from all forms of unlawful discrimination or harassment. The Site Supervisor shall provide all reasonable

information requested by the University on a student's work performance, including completing and returning all student evaluations according to the schedule provided by the University.

- 2.05. *Liability Insurance.* The Agency shall maintain commercial general liability and professional liability insurance for itself, its agents, and its employees in at least the amounts required by Pennsylvania law. In the event that the Agency maintains professional liability insurance on a "claims made" basis, the Agency shall secure and maintain tail coverage insurance. The Agency agrees to provide certificates of insurance to the University upon the University's request.

### **3. MUTUAL RESPONSIBILITIES OF UNIVERSITY AND AGENCY**

- 3.01. *Removal of a Noncompliant Student.* Either the University or the Agency may remove a student from the experience at any time for any of the following documented reasons: unprofessional or unethical conduct, excessive absenteeism, failure to meet necessary academic requirements (after remediation), failure to meet established performance standards or to abide by University or Agency policies or procedures, or inappropriate personal behavior adversely affecting the student's ability to perform after remediation. Discipline of any student so removed beyond removal shall be the responsibility of University. Site Facilitator and Faculty Supervisor must be made aware of any concerning situation as soon as possible.
- 3.02. *Collaboration.* Both parties agree to collaborate on a continuing basis. The University Faculty Supervisor and the Agency Site Supervisor and/or liaison shall evaluate the program/ experience, exchange information regarding developments that may affect the program/ experience, and resolve any differences as to practices or policies.
- 3.03. *FERPA.* Both parties shall protect the confidentiality of student records as required by the Family Educational Rights and Privacy Act (FERPA) and shall release no protected information without the prior written consent of the student unless required to do so by law or as may be required by the terms of this Agreement.

### **4. GENERAL TERMS**

- 4.01. *Relationship of Parties.* Both parties agree that no money or benefits will be paid by either part to the other under the terms and conditions of the Agreement. The parties to this Agreement intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation. The Parties are not partners, agents, or principals of one another. The University's staff and students shall not act as the Agency's agents or representatives in any capacity and shall not take any commitments on behalf of the Agency.

- 4.02. *Compliance.* Both parties represent and warrant that they shall fully comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement if either party shall fail to observe this requirement. If such a breach is not cured in accordance with this Agreement, the non-breaching party may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement.
- 4.03. *Indemnity.* Both parties agree to defend and hold harmless the other, its affiliates and their respective officers, directors, employees, agents, students and staff from and against any and all claims, demands, liabilities, damages, settlements, judgments, orders, decrees, actions, suits, proceedings, fines, penalties, deficiencies, losses, interest, costs and expenses (including reasonable attorneys' fees) ("Losses") to the extent arising or resulting from the alleged material inaccuracy or material breach of any of the representations or warranties made in or under this Agreement, and any and all negligent or willful acts and omissions attributable to each party in connection with the performance of its obligations under this Agreement.
- 4.04. *Nondiscrimination.* Both parties agree that in the performance of this Agreement, there shall be no discrimination against any student or employee due to race, color, religion, sex, national origin, physical or mental handicap, veteran status, age, or any other characteristic protected by federal, state, or local law. Receipt by either party of evidence substantiating any such discrimination shall be cause for termination of this Agreement. As a faith-based institution, the University reserves the right to impose faith requirements as permitted by applicable law in the hiring and assigning of faculty.
- 4.05. *Interpretation of the Agreement.* This Agreement and the rights of the parties shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to conflict of law doctrine. The parties agree to submit to the jurisdiction of the state or federal courts of Pennsylvania for resolution of any dispute arising under or pursuant to this Agreement.
- 4.06. *Enforceability.* If any provision of the Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement, unless such invalidity or unenforceability would defeat an essential purpose of the Agreement.
- 4.07. *Term of Agreement.* The term of this Agreement shall be one year commencing on the Execution Date, and shall continue in full force and effect unless earlier terminated as provided herein. After the initial one year term, this Agreement shall automatically renew for successive one year terms unless either party gives written notice of nonrenewal at least 90 days prior to the end of the term.
- 4.08. *Termination of Agreement.* The University or the Agency may terminate this Agreement for any reason within 90 days written notice. Both parties will make every reasonable effort to permit

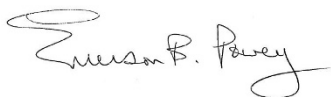
students whose assignment with the Agency has commenced, or is scheduled to commence, to complete the assignment despite any termination of the Agreement. In the event that the Agency is unable to fulfill the agreed upon time frame of the placement, the Agency must notify the University immediately so that alternative arrangements can be determined to ensure the student completes the placement in the designated time frame so as not to delay graduation requirements. If the Agency has alternative sites or placement options, the Agency agrees to use its best efforts to make an alternative option available.

- 4.09. *Entire Agreement.* This Agreement represents the entire understanding between parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement.
- 4.10. *Modification of Agreement.* This Agreement may be amended only in writing and any amendments hereto must be signed by authorized representatives of the University and the Agency.
- 4.11. *Transfer of Terms.* The rights and duties accruing under the terms of this Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date set forth above.

**Messiah University**

**Site Name**



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Emerson B. Powery

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Dean, of the School of Arts, Culture, and Society

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

4/29/2026

Date

Title

Date



# Elizabethtown College

Department of Social Work

One Alpha Drive

Elizabethtown, PA 17022

## Letter of Agreement

Through mutual agreement, Lancaster County Children and Youth Agency, (hereinafter referred to as “the Facility”) will participate in the field experiences for Social Work students from the Department of Social Work, Elizabethtown College, Elizabethtown Pennsylvania (hereinafter referred to as “the College”).

### **It is agreed that College will:**

1. Accept responsibility for the student’s academic preparation for this placement and to assign only those students who have satisfactorily completed the required course of study.
2. Provide opportunities for the staff of the Facility to attend education workshops as the College shall conduct periodically including training in field instruction.
3. Develop criteria for the evaluation of the performance of the College students participating in the placement and provide those criteria, with appropriate reporting forms, to the Facility personnel and the College personnel who are responsible for supervising those students.
4. Ensure that a certificate of liability insurance in the amount of \$1,000,000/claim and \$3,000,000/annual will be provided to the Facility prior to the beginning of the fieldwork experience.
5. Designate a faculty liaison to work in conjunction with the Director of Field Instruction and the Facility.
6. Reserves the right to remove any or all of its students from any Facility sites if the College determines, in its sole opinion, that its students are not receiving proper supervision, that the terms of this Agreement have been breached, or that the safety, health and well-being of its students or faculty are in jeopardy. College shall provide within twenty-four (24) hours of its action, notice to the Facility of its decision to remove its students from the Facility’s sites.
7. Assign students to the Facility without regard to race, ethnicity, sexual orientation, socioeconomic status, religion, ability, gender, gender identity and expression, age and national origin.
8. Remove a student from the placement when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or clients.

9. Make certain that each student assigned is aware of his/her educational role in the fieldwork setting and of the general expectations that will be placed upon him/her.

They may be as follows:

A. Student expectations:

- (1) To report on time each day of the scheduled fieldwork time period.
- (2) To observe and follow all policies and regulations of the Facility, including confidentiality and privacy of client information.
- (3) To provide documentation, when required by the Facility, about his/her health status and immunizations, child abuse clearance, criminal background check, and other necessary documents based on the needs of the Facility.
- (4) To understand that he/she is not an employee of the Facility, and therefore is not entitled to wages/compensation nor medical and other benefits unless otherwise stipulated by the Facility.

**It is agreed that Facility will:**

1. Provide for the students, insofar as possible, field work experiences designed to focus on and correlate with the theory and concepts acquired in their academic education.
2. Provide the student with the necessary orientation, administrative guides, procedures and other information deemed essential to the conduct of the work experience.
3. Maintain administrative and professional supervision of students insofar as their presence affects the operation of the Facility and/or the direct or indirect care of clients.
4. Provide immediate communication to the College when and if the student is ever in danger of not meeting the expectations of the Facility.
5. Evaluate the performance of each student in accordance with the standards established by the Council of Social Work Education and the College.
6. Accept students for fieldwork at the Facility without regard to race, ethnicity, sexual orientation, socioeconomic status, religion, ability, gender, gender identity and expression, age and national origin.

**Terms of Agreement:**

1. This agreement shall be effective when executed by both parties for a period of five years from the date below, renewably by written notification for five-year periods after that.
2. This agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. If either party wishes to terminate this Agreement, a written notice must be submitted to the other party within at least three months of the date of the desired termination.


4. Indemnification: Any claim or action arising out of fieldwork activities as outlined in this agreement will be limited in liability costs, expenses, demands, settlements, judgments and liability resulting from negligence, actions, or omissions of its own agents, officers, and employees. The College holds the Facility harmless from any and all claims, demands, actions, settlements, or judgments based on the terms of this agreement where such claims relate to the negligence, actions, or omissions of students from the College on fieldwork. The Facility will likewise hold harmless the College and its representatives from any and all claims and related legal fees arising out of the activities described in this agreement where such actions are related to negligence, actions, or omissions of the Facility.

The College appreciates the opportunity for students to be educated at your Facility and looks forward to working with you in this endeavor. Please return signed copies to the Social Work Department, Elizabethtown College, One Alpha Drive, Elizabethtown, PA 17022.


Agency

Elizabethtown College

By: \_\_\_\_\_  
Signature

By:  \_\_\_\_\_  
James R. Corbin, MSW, LCSW  
Program Director, Social Work

\_\_\_\_\_  
Print Name

By:  \_\_\_\_\_  
Kristin Kurjiaka, MSW, LSW  
Director of Field Instruction

\_\_\_\_\_  
Print Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Amanda Stahl  
Vice President of Finance

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Election and Voter Registration Office, to approve increasing the fee for polling locations for each election to \$100.00.

5/13/26

**RESOLUTION NO. 29 OF 2026**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster to approve the following budget adjustments:

**REVENUE ACCOUNT:**

Facilities Management -  
Energy Efficiency Conservation Block Grant (EECBG)  
Program SE0001305  
Grant with US Department of Energy  
6311-A-A3100-43010 **\$411,780.00 (+)**

**EXPENDITURE ACCOUNT:**

Facilities Management -  
Energy Efficiency Conservation Block Grant (EECBG)  
Program SE0001305  
Grant with US Department of Energy  
7241-A-A3100-43010 **\$246,510.00 (+)**  
7522-A-A3100-43010 **\$165,270.00 (+)**

Adopted this \_\_\_ day of May 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

\_\_\_\_\_  
Lawrence M. George  
County Administrator/Chief Clerk  
County of Lancaster, PA

\_\_\_\_\_  
Ray D'Agostino, Chairman

\_\_\_\_\_  
Joshua G. Parsons, Vice Chairman

\_\_\_\_\_  
Alice Yoder, Commissioner

Board of Commissioners of  
Lancaster County, PA

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of General Services, to approve the following:

**Agreement With:**

TRANE U.S. Inc.  
Mechanicsburg, PA

**Purpose:**

To approve a preventative maintenance contract for the Chiller Plant at the Youth Intervention Center.

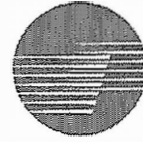
**Amount/Term:**

\$37,239.00 for the period May 15, 2026 through May 14, 2027.

**Funding:**

General Services budget.

5/13/26



**TRANE**<sup>®</sup>

# SCHEDULED SERVICE AGREEMENT

**Trane Office**

Trane U.S. Inc.  
5001 Louise Drive  
Suite 301  
Mechanicsburg, PA 17055

**Company Name**

COUNTY OF LANCASTER  
50 N DUKE STREET  
Lancaster, PA 17602-1760  
Carmen Simone

**Trane Representative**

Matthew Kressley

**Site Address**

Lancaster County Youth Intervention Center  
235 Circle Avenue  
Lancaster, PA 17602

**Proposal ID**

8491739

**Master Agreement**

8491739

**Contact Telephone Number for Service**

(717)561-5400

**CO-OP Quote Number**

D1-230950-26-002

**CO-OP or Federal Contract ID**

April 09, 2026



## EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

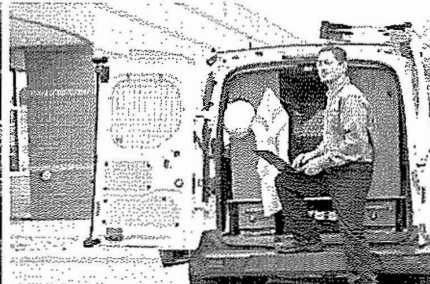
As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

**Protect your bottom line.** Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) *O&M Guide 2010*

### ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



### WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters..

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



## SCOPE OF SERVICES — STANDARD INCLUSIONS

### ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

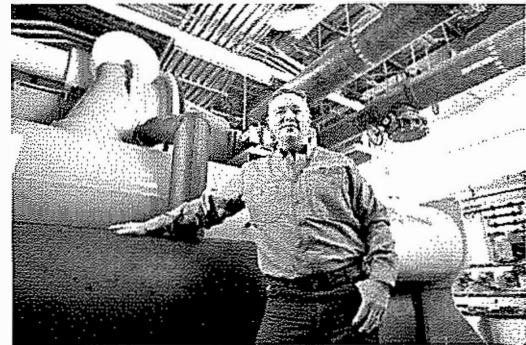
This service agreement with Trane helps protect and enhance full system functionality by supporting the maintenance of components to OEM standards, as well as tailoring the system to your needs. The following are the standard inclusions of your service agreement:

#### ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running reliably and help prevent unplanned downtime.

##### Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



#### TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Helps identify conditions indicating sub-optimal HVAC system performance before issues become critical.

##### Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and help avoid equipment failures



## REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

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

### Advantages:

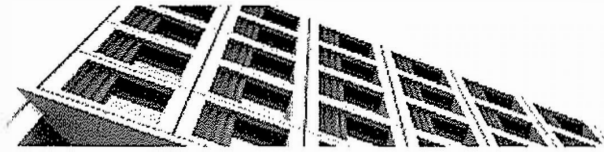
- Real time reporting of refrigerant leak rate informs proactive decisions
- Helps stay in compliance with state and federal regulations
- Helps provide acceptable and comprehensive documentation to authorities during audits
- Helps maintain company environmental standards and provides data for managing any reporting needs
- Helps detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

### Implementation:

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

### Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
  - a. Trane technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
  - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
  - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
  - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



## HVAC EQUIPMENT COVERAGE

### Lancaster County Youth Intervention Center

The following "Covered Equipment" will be serviced at Lancaster County Youth Intervention Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Water-Cooled Series R(TM)	1	Trane	RTHDUB2FX*	NS-22208609	CHILLER 1
Water-Cooled Series R(TM)	1	Trane	RTHDUB2FX*	NS-22210585	CHILLER 2

Service Description	Quantity Per Term
CMSA SCREW RTHD Remote Chiller Inspection - 1st Chiller for Site (Service 1)	1
CMSA SCREW RTHD Remote Chiller Inspection - Additional Chiller(s) for Site (Service 2)	1
Condenser Tube Brushing Including Dropping Head (Service 11)	1
Water Cooled Rotary Annual Inspection (Service 12)	1
Water Cooled Rotary Operational Inspection (Service 13)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	Baltimore Aircoil	XES15E-121	NS-22208651	CT-1
Mechanical-Draft Towers	1	Baltimore Aircoil	XES15E-121	NS-22210584	CT-2

Service Description	Quantity Per Term
Annual Mechanical-Draft Cooling Tower Inspect and Clean (1 Cell) (Service 3)	1
MAINTENANCE INSPECTIONS (Service 4)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	SITE LEVEL	IS02i4w00000fa2iBA AQ	

Service Description	Quantity Per Term
IS Account Strategy Meeting (Internal) (Service 5)	2
IS Consult Report Creation (Service 6)	2
IS Customer Consultation Meeting (Service 7)	2
IS ISAE On-Site Visit (Service 8)	1
IS Intelligent Services Analytics Review (Service 9)	1
IS Digital Inspection (Service 10)	2



## PRICING AND ACCEPTANCE

Carmen Simone  
 COUNTY OF LANCASTER  
 50 N DUKE STREET  
 Lancaster, PA 17602-1760

Site Address:  
 Lancaster County Youth Intervention Center  
 235 Circle Avenue  
 Lancaster, PA 17602

### Trane Service Agreement

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

### Service Fee

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

	Year 1
Annual Due Date	May 15, 2026
Annual Payment <i>plus applicable tax</i>	\$37,239.00
Quarterly Payment <i>plus tax</i>	\$9,309.75
Prepayment Discount Savings	\$1,210.27

Anticipation Discount Program (ADP). A one-time 3.25% discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 1,210.27 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

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

### Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

### Term

The Initial Term of this Service Agreement is 1 year, beginning May 15, 2026. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on April 30, 2027, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (717) 561-5400 or by direct mail addressed to: 5001 Louise Drive, Suite 301, Mechanicsburg, PA 17055.



**Renewal Pricing Adjustment**

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

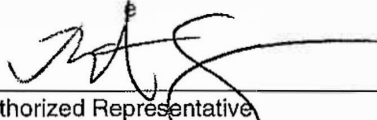


**Cancellation by Customer Prior to Services; Refund**

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

**Cancellation by Company**

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

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
Authorized Representative	Trane U.S. Inc.
Printed Name	Submitted By: Matthew Kressley
Title	Proposal Date: April 09, 2026
Purchase Order	License Number:
Acceptance Date	 Authorized Representative
	 Title
	 Signature Date

The Initial Term of this Service Agreement is 1 year, beginning May 15, 2026.  
 Total Contract Amount: \$37,239.00 USD.



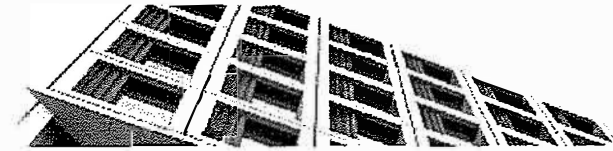
## TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
5. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,



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

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

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

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

**13. CONTAMINANTS LIABILITY**

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

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



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

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

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

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

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

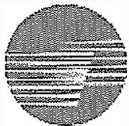
**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be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

**19. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

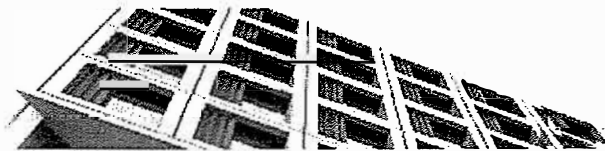
**20. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

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

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4)



**TRANE**



waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)  
Supersedes 1-26.130-7 (0225)



### **SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:  
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.  
"Equipment" shall have the meaning set forth in the Agreement.  
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.  
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.  
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.



9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. **Background Checks** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



## APPENDIX

### SAFETY

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

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

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

### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

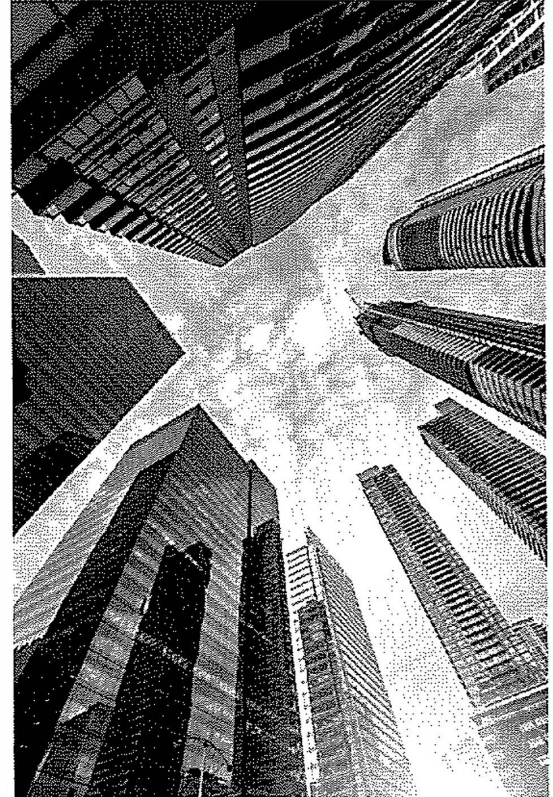
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

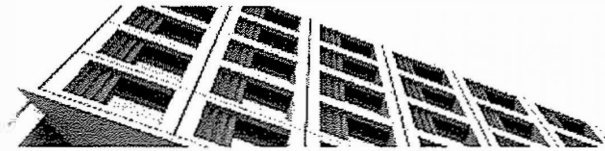
Trane adheres to all environmental regulations when removing used oil from refrigeration units.

### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





## CUSTOMER SERVICE FLOWS

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

### Service 1: CMSA SCREW RTHD Remote Chiller Inspection - 1st Chiller for Site

#### Description

- Begin XOI Workflow and Create New Job
- Review Site Service History in XOI
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Performance Report
- Review Analytics
- Review Performance Charts
- Upload Report and Charts in XOI
- Review with Customer

### Service 2: CMSA SCREW RTHD Remote Chiller Inspection - Additional Chiller(s) for Site

#### Description

- Run & Review Performance Report
- Review Analytics
- Review Performance Charts
- Upload Report and Charts in XOI

### Service 3: Annual Mechanical-Draft Cooling Tower Inspect and Clean (1 Cell)

#### Description

- Inspect External Condition Of Tower
- Visual Inspection Of Mechanical Operating Unit
- Verify Water Level
- Tower Upper And Lower Basin Inspection And Clean
- Check Condition Of Belt Drive For Cooling Tower
- Fan Shaft Bearing Lubrication For Cooling Tower
- Fan Check For Cooling Tower
- Cooling Tower Motor Check And Lube

### Service 4: MAINTENANCE INSPECTIONS

#### Description

- COOLING TOWER SAFETY INPECTION

### Service 5: IS Account Strategy Meeting (Internal)

#### Description

- IS Project Scope - Account Strategy Meeting Based on Offer Sold
- IS Attend Account Strategy Meeting

### Service 6: IS Consult Report Creation

#### Description

- IS Project Scope - Customer Report Creation Based on Offer Sold

### Service 7: IS Customer Consultation Meeting

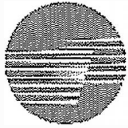
#### Description

- IS Project Scope - Customer Consultation Meeting Based on Offer Sold
- IS Attend Customer Consultation Meeting

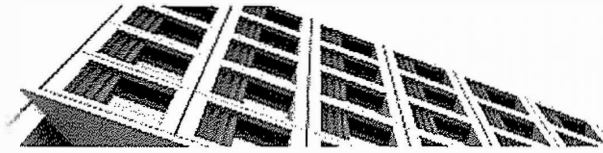
### Service 8: IS ISAE On-Site Visit

#### Description

- IS Project Scope - ISAE On Site Visit Based on Offer Sold
- On-site Customer Consultation



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- On-site Data Analysis
- Just Do It - Onsite ECM, Repairs, or Other Fixes Needed to Support the Customer

### **Service 9: IS Intelligent Services Analytics Review**

#### **Description**

- Project Scope - BAS Tech On-Site Visit Quantities Based on Offer Sold
- Up Front Conversation
- Software Update SC
- Operator Coaching
- Schedule Review
- Override Review
- Critical Sensor Health Check

### **Service 10: IS Digital Inspection**

#### **Description**

- Project Scope - Remote Inspection Quantities Based on Offer Sold
- Up Front Conversation
- Verify System Software Programming
- Remote Operator Coaching
- Override Review
- Remote System Back-Up
- Airside Optimization Identification
- Chiller Plant Optimization Identification
- Heating Plant Optimization Identification

### **Service 11: Condenser Tube Brushing Including Dropping Head**

#### **Description**

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Chiller
- Lock Out Tag Out Condenser
- Drain Condenser
- Drop Condenser Head
- Condenser Tube Brushing (Head Previously Removed)
- Reinstall Head and Fill Condenser
- Remove Lock Out Tag Out from Valves
- Remove Lock Out Tag Out and Restore Power

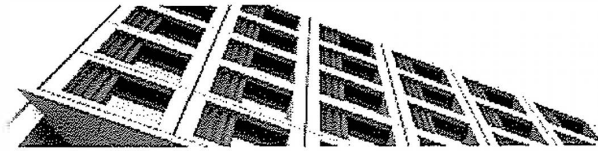
### **Service 12: Water Cooled Rotary Annual Inspection**

#### **Description**

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out (Standard)
- Oil Level Check (Screw Machines) Per Circuit
- Compressor And Oil Separator Heater Check
- Flow/Differential Mechanical Switch Check
- Start Chiller
- Leak Test Inspection (Positive Pressure)
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Control Panel Electrical Inspection - Centrifugal
- Meg Compressor Motor
- Pre-Start Chiller Check
- Compressor Check (HeliRotor Compressors)
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection



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**Service 13: Water Cooled Rotary Operational Inspection**

**Description**

- Initial Site Inspection
- Review Diagnostics
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection