



Added # 3

Client: Plum Borough School District
Address: 900 Elicker Road
Pittsburgh, PA 15239
Email: marraccinie@pbsd.k12.pa.us

Contact: Eugene Marraccinie
Title: _____
Phone: 412-795-0100
Fax: _____

THIS AGREEMENT is made and entered into by and between **Plum Borough School District** (hereinafter referred to as "Client") and **The Eric Ryan Corporation** (hereinafter referred to as "ERC"), either referred to as "Party."

WITNESSETH:

1. **ERC OBLIGATION:** ERC agrees to review and analyze all Client's utility and telecommunications billings which shall be provided by Client, and to serve as a consultant with respect to those billings, as defined in the Scope of Services on Exhibit A.
2. **ERC COMPENSATION:** In consideration of ERC providing the services described herein, Client agrees to pay to ERC a fixed monthly consulting fee of two hundred dollars (\$200.00) for utility services, and a fixed monthly consulting fee of one hundred dollars (\$100.00) for any telecommunications services. The consulting fees will be billed on the first day of the month, for a period of twenty-four (24) consecutive months. In addition, any projects outside of the Scope of Services as defined on the Exhibit A will be invoiced at an hourly rate of one hundred thirty-five dollars (\$135.00) per hour. Client shall be notified in writing of projects outside of the Scope of Services. Upon written approval by Client, ERC shall proceed with project and invoice as per terms of this Agreement for any savings realized by Client. Client agrees to pay such fee(s) upon receipt of an invoice from ERC. If any Event of Default shall occur ERC reserves the option to terminate all obligations under this Agreement (including any obligation to provide further services), and, at ERC's option, all indebtedness, invoiced and to be invoiced, will become immediately due and payable. An "Event of Default" shall be defined as any payments due to ERC from Client that are more than ninety (90) days past due.
3. **TERM:** This Agreement shall be in effect from the date of execution by ERC through a period of twenty-four (24) months. At the end of the initial term, Agreement shall continue on a month-to-month basis until cancelled by either Party upon a ninety (90) day written notice. Upon termination by either party, any fees still due as defined in Section 2 will be the obligation of the Client.
4. **CLIENT OBLIGATIONS:** Client must approve or disapprove recommendations within thirty (30) business days of presentation. Client agrees to complete all requested forms and to provide copies of any billings and/or vendor contracts as requested by ERC no later than thirty (30) days of the request. Client shall complete the attached Exhibit A at the time of execution of this Agreement in order to notify ERC of any projects or billing issues that Client is working on or plans to be working on to reduce costs or obtain refunds. Should ERC identify any item not documented in writing by Client on Exhibit A, then ERC shall be entitled to compensation as indicated in Section 2 of this Agreement. Client shall complete Exhibit B at the time of execution of this Agreement in order to provide ERC with information necessary to proceed with the audit. Client shall not negotiate new rates, fees, or contracts with utility and or telecommunication vendors during the term of this Agreement without the written consent of ERC. Client shall not contract with any companies or individuals offering the same or similar services during the term of this Agreement.
5. **LIMITATION OF LIABILITY:** In no event shall ERC be liable to Client for consequential damages. ERC's maximum liability under this Agreement shall not exceed ERC's compensation from Client during the six (6) months prior to the incident giving rise to the claim.
6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement of the parties and supersedes all prior communications, understandings, and Agreements relating to the subject matter hereof, whether oral or written.
7. **ARBITRATION OF DISPUTES:** The Parties agree that this Agreement is entered into in the Commonwealth of Pennsylvania, and shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Any dispute arising out of, or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the Commonwealth of Pennsylvania in accordance with the United State Arbitration Act. Both Parties agree to employ the expedited procedures set forth in section E1-E10 of the Commercial Arbitration Rules of the American Arbitration Association.

Client affirms that it has read this Agreement in its entirety and agrees to the terms and conditions contained herein.

Client Agreed to and Accepted this _____ day of _____, 2012

THE ERIC RYAN CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

PLUM BOROUGH SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

The persons who have executed this Agreement represents and warrant that they are authorized to bind the party for whom they sign and that no further action is required to authorize or make this Agreement effective and enforceable according to its terms. This Agreement will take full effect on the date of execution by ERC.

1/2



EXHIBIT A

Client: *Plum Borough School District*

Projects/Billing Issues:

List all items Client is currently working on. ERC will not work on nor share in the savings directly related to the billing issues listed below. Should ERC identify any item not documented in writing by Client on Exhibit A, then ERC shall be entitled to compensation as indicated in Section 2 of this agreement:

Project/Billing Issue Client is Currently Working On	Account Number	Utility/Telecom Vendor

ERC shall provide the following Scope of Services under this Agreement:

▪ Utility and Telecommunications Bill Auditing

ERC will review and analyze all billings provided by Client for billing errors on past billings that may result in refunds or credits and analyze the information provided to see if there are potential future savings. During the utility audit process, ERC will check for, but not be limited to, opportunities such as billing errors, time of use rates, governmental economic riders, utility riders, off-tariff rates, and minimum billing issues. During the Telecommunications audit process, ERC will check for, but not be limited to, opportunities such as billing errors, lines that are not in use, government taxing errors, casual billing, cramming, slamming, and minimum billing issues.

▪ Utility and Telecommunications Contract Analysis

ERC will review any existing contracts with the utility company or energy supplier to determine if the pricing is being billed correctly and to make recommendations as to the feasibility of continuing the contract arrangement. ERC will also review any existing contracts with the telecommunication company or long distance supplier to determine if the pricing is being billed correctly and to make recommendations as to the feasibility of continuing the contract arrangement. ERC will offer creative recommendations to help take advantage of renewal or out clauses that may be available in the contract.

▪ Utility and Telecommunications Audit Report

ERC will provide a detailed audit report at the end of the analysis that will document any savings or refund opportunities. Also included will be spreadsheet information (if applicable) that shows trending information with regard to consumption, cost, cost per unit, etc., as well as a breakdown of lines and charges.

▪ Utility and Telecommunications Bill Scanning Services

ERC scans all billings for auditing purposes and can make them available to the client on a CD/DVD.

▪ Utility and Telecommunications Pricing

ERC will provide pricing alternatives for Client's energy related services. ERC will also provide pricing alternatives for Client's local, long distance, data, and wireless services.

▪ Tax Analysis and Recovery

ERC will review state tax laws to determine if the facility would qualify for tax exemptions. If so, ERC will perform a site survey, establish the percentage of exemption and petition the state for refunds for past taxes paid in error. ERC will also work with the utility company to ensure the correct exemption is on future bills.

CLIENT: _____ Date: _____

ERC: _____ Date: _____

2/2

EXHIBIT B
Client Information Form
Client: *Plum Borough School District*