

# EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: PUPILS

TITLE: DRESS AND GROOMING

ADOPTED: August 19, 2002

REVISED: July 17, 2006  
August 18, 2008

*August 20, 2012*

| 221. DRESS AND GROOMING                |  |
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| 1. Purpose                             | The Board recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference.  |
| 2. Authority<br>Title 22<br>Sec. 12.11 | The Board will not interfere with the right of students and their parents to make decisions regarding their appearance, except when their choices disrupt the educational program of the schools or affect the health and safety of others.  |
| SC 1317.3                              | The Board has the authority to impose limitations on students' dress in school.  |
| SC 1317.3                              | The Board may require students to wear standard dress or uniforms, which may be required district-wide or by individual schools.   |
| Title 22<br>Sec. 12.11                 | Students may be required to wear certain types of clothing while participating in physical education classes, technical education, extracurricular activities, or other situations where special attire may be required to ensure the health or safety of the student.   |
| 3. Delegation of<br>Responsibility     | <p>The Board authorizes the school principal or designee to monitor student dress and grooming, and to enforce Board Policy and school rules prohibiting student dress or grooming practices.</p> <p>At no time, shall students dress or groom themselves in a manner which could:</p> <ol style="list-style-type: none"> <li>1. Present a hazard to the health or safety of the student or to others in the school.</li> <li>2. Materially interfere with school work, create disorder, or disrupt the educational program.</li> <li>3. Cause excessive wear or damage to school property.</li> <li>4. Prevent the student from achieving educational objectives because of blocked vision or restricted movement.</li> </ol> |
| Pol. 325, 425, 525                     | Staff members shall be instructed to demonstrate by example positive attitudes toward neatness, cleanliness, propriety, modesty, and good sense in attire and  |

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Title 22  
Sec. 12.11

appearance.

The Superintendent shall ensure that all rules implementing this policy impose only the minimum necessary restrictions on the exercise of the student's taste and individuality.

The Superintendent shall have the right to question and regulate any mode of dress/jewelry/hairstyle that is beyond current community/school-accepted standards or in any manner jeopardizes the health, welfare and/or safety of an individual student and/or other students.

Any clothing judged to be a disruptive influence in class, or interfering with the educational rights of others, is considered improper dress. Certain types of clothing and hairstyles may be required for physical education classes or for extra-curricular activities such as band, football, etc.

School district officials will not make school-wide policies limiting the length or style of hair, but they may require changes in either style or length on an individual basis if they can show sufficient justification. An example of such justification would be that a student's hair or dress is a health and/or safety hazard and/or disruptive to the educational process.

The following are specifics to be followed regarding student dress and grooming in the school district.

#### Photo Identification

Students in grades 9 through 12 must wear and visibly exhibit in the front of his/her outer garment between the shoulders and the waist, their current district issued photo identification while on school property, unless specifically granted exemption for religious reasons submitted in writing to and approved by the school administration. Students exempted for religious reasons will be issued a non-photo identification badge which must be visibly worn while on school property as set forth above.

#### Tops/Pants/Skirts/Skorts

1. Torn , frayed or ripped clothing is not permitted.
2. Spandex, Lycra, stretch, form fit or skin-tight outfits of any type or material are not permitted unless accompanying clothing covers the hips, buttocks and chest in an appropriate manner.
3. Excessively baggy pants or clothing that can conceal items and/or pose a safety hazard to the student or others are not permitted.

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4. See-through garments are prohibited. Undergarments will not be exposed in any way.
5. Tops will not be "low-cut" or exposing, including cleavage. Bare midriffs and bare backs are not permitted. Tops must be long enough to tuck in.
6. The following are unacceptable school attire:
  - a. Tank tops/muscle shirts.
  - b. Spaghetti strap/halter/mesh tops.
  - c. See-through blouses or shirts.
  - d. Tube tops/crop tops.
  - e. Pajamas or slippers
  - f. Micro-mini skirts, dresses and shorts.
  - g. Wallet or waist chains.
  - h. Headwear.
  - i. Leather or chain neckwear.
7. Coats, jackets and/or garments designed for protection from the outside weather are not to be worn in school.

Any school within the school district may decide to prohibit the wearing of shorts in the school setting. Parents/Guardians and students will be notified of the institution or adoption of such a building-specific policy.

1. Pants, shorts, and skorts must be secure and worn no lower than the hip. Low riding/sag style garments are not permitted. Pants must fit at the waist and crotch.
2. Length of pants should not extend beyond the bottom of the shoe and should not drag on the floor.
3. Tear-away pants (snap pants) and boxer shorts worn as outerwear are not permitted.
4. All shorts, skirts, skorts and slits in skirts must extend to the bottom of the fingertips with arms fully extended.

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5 Cut-offs of any type are not permitted.

Offensive Dress

Clothing, patches, buttons, pins, jewelry, and/or backpacks are not permitted if they:

1. Have sexually suggestive writing/pictures, including the Playboy symbol, the word "Hustler", or any other symbol or word that could be considered pornographic, obscene, vulgar, sexually suggestive and/or to promote pornography.
2. Advocate violence, hate, intolerance or racism..
3. Advertise and/or promote the use of tobacco, alcohol and/or drugs.
4. Have double-meaning wording, obscene language, or sends an "anti-snitch" message.
5. Are disrespectful.
6. Suggest gang affiliation or activities.

A tattoo must be covered if it:

1. Has sexually suggestive writing/pictures, including the Playboy symbol, the word "Hustler", or any other symbol or word that could be considered pornographic, obscene, vulgar, sexually suggestive and/or to promote pornography.
2. Advocates violence, hate, intolerance or racism.
3. Advertises and/or promotes the use of tobacco, alcohol and/or drugs.
- 5 Has double-meaning wording, obscene language, or sends an "anti-snitch" message.
- 5 Is disrespectful.
- 6 Suggests gang affiliation or activities.

Footwear

1. Some sort of shoe or footwear must be worn at all times.

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2. Any shoe or footwear that poses a safety hazard is not permitted.

Jewelry

Spiked jewelry, chains, and/or any jewelry that could be deemed offensive, be considered disruptive to the academic process, suggest gang affiliation or cause injury and/or constitute a safety hazard to the student or others are not permitted.

Headwear

Headwear, including hats, caps, bandanas, kerchiefs, sunglasses, visors, and/or sweatbands are not permitted to be worn in school.

Health And Hygiene

1. Any apparel that is judged to be unhealthy and/or unsanitary (e.g., clothing is dirty and/or gives off a foul odor) is not permitted.
2. Each student is expected to maintain good personal hygiene.

Disciplinary Consequences

Students violating this policy shall be subject to disciplinary consequences as outlined in the Student Code of Conduct. ~~Students violating this policy shall be subject to the following minimum disciplinary consequences:~~

*~~In addition to the following disciplinary consequences, students who fail to wear their current district issued photo identification badge shall be served lunch after all other students in their lunch period, who have required photo identification, in order to expedite the serving checkout process.~~*

- ~~1. FIRST OFFENSE: At the discretion of the school principal, the student will be retained in the school office or placed in In-School Suspension until the student/parent/guardian provides a proper change of clothing.~~
- ~~2. SECOND OFFENSE: At the discretion of the school principal, the student will be retained in the school office or placed in In-School Suspension until the student/parent/guardian provides a proper change of clothing. Parents/Guardians will be notified in writing of the school's concern.~~
- ~~3. THIRD OFFENSE: Student will be retained in the office or placed in In-School Suspension until the parent/guardian provides a proper change of clothing. In the event that a parent/guardian cannot be reached on the day of the violation, the parent/guardian may be asked to accompany the student to school to meet with the school principal prior to the student's return to the classroom.~~

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| <p>Pol. 218.3</p> | <p><del>Student will receive a one day In School Suspension. Parents/Guardians will be notified in writing of the disciplinary consequences.</del></p> <p><del>4. At the discretion of the school principal, all subsequent violations may result in In School Suspension, loss of privileges, or Out of School Suspension.</del></p> <p><del>5. Repeat or serious violations may result in referral to the Board for possible expulsion.</del></p> <p>Students violating this policy in a manner considered to be gang-related can also be in violation of Board Policy No. 218.3 and receive applicable consequences.</p> <p>If possible, the student may exchange restricted clothing for clothing provided by the school.</p> <p>A dress code is a dynamic document. Administrative discretion may be used to determine appropriate attire in the school setting. Students and parents/guardians shall be notified of any change in policy. Solutions to situations not specifically covered herein are the responsibility of building-level administrators.</p> <p>Appropriate decisions will be made based on the Board policy. Students and parents/guardians are expected to exercise careful judgment in the selection of appropriate attire for school.</p> |
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**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN**

**Pennsylvania State Police – Swiftwater**

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(Law Enforcement Authority)

and

**East Stroudsburg Area School District**

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(School Entity)

**July, 2012**

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(Date)

**I. Joint Statement of Concern**

**A. Parties**

The following Law Enforcement Authority or Authorities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding: **Pennsylvania State Police -- Swiftwater**

The following School Entity or Entities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding: **East Stroudsburg Area School District**

**B. The purpose of this Memorandum is to establish procedures to be followed when any of the following incidents occurs on school property, at any school sponsored activity, or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:**

1. Possession of a weapon;
2. Act of violence;
3. Possession, use or sale of a controlled substance or drug paraphernalia;
4. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a minor under the age of 21 years and/or presence of a minor under the age of 21 years under the influence of alcohol and/or malt or brewed beverages;
5. Gang-related activity;
6. Ethnic intimidation;
7. Harassment and stalking.

- C. It is further the purpose of this Memorandum to foster a relationship of cooperation, mutual support and the sharing of information and resources between the parties hereto as they work together to maintain the physical security and safety of schools in the district. In furtherance of the parties' intent to foster this working relationship, the following officer(s) is/are hereby designated as the district's law enforcement liaison: **Facility Principal or designee**. In so making this designation, it is the understanding of the parties that the school is thereby enabled to disclose information from a student's education records to these designated officers without limitations of the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. Section 1232g and its implementing regulations at 34 C.F.R. Section 99.1 et seq., and 22 Pa. Code Sections 12.31-12.33.
- D. The parties hereto agree that in the event that an incident defined by this Memorandum occurs on school property, at any school sponsored activity, or on any public conveyance, including but not limited to a school bus, providing transportation to or from a school or school sponsored activity, primary law enforcement jurisdiction will be determined as follows: **By the location of the incident or by mutual determination of the involved law enforcement agencies**.

E. Law Enforcement Priorities

1. Investigate all incidents reported to have occurred on school property, at any school sponsored activity, or on any public conveyance providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall involve as little disruption of the school environment as is practicable.
2. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the school environment as is practicable.
3. Assist school entities in the prevention of acts of violence, possession of weapons, the possession, use or sale of controlled substances and drug paraphernalia, the purchase, consumption, possession or transportation of liquor or malt or brewed beverages, gang-related activities, ethnic intimidation, harassment and stalking.
4. Disseminate information regarding Megan's Law following the provisions of 18 Pa.C.S. Ch. 91 (relating to criminal history record information), the chief law enforcement officer of the full-time or part-time police department of the municipality where a sexually violent predator lives shall be responsible for providing written notice.



**F. School Priorities**

1. Create safe learning environments which support each student's well-being and opportunities to reach their full potential while balancing and protecting the rights of all students within their authority.
2. Establish and maintain cooperative relationships with law enforcement authorities in the reporting and resolution of all acts of school violence, weapons possession, the possession, use or sale of controlled substances and drug paraphernalia, the purchase, consumption, possession or transportation of liquor or malt or brewed beverages, gang-related activities, ethnic intimidation, harassment and stalking.
3. Foster partnerships with law enforcement authorities for the education and guidance of students to create a school climate and knowledge base conducive to learning and personal growth.
4. Provide Law Enforcement authorities with floor plans of school buildings.

**G. Legal Authority**

1. The parties to this Memorandum enter into this agreement in accordance with the provisions of the act of March 10, 1949 (P.L. 30, No. 14), as amended, 24 P.S. §13-1301-A, et. Seq., requiring that by June 30, 1999, all school entities shall develop and implement a single memorandum of understanding in cooperation with each local law enforcement entity with jurisdiction over the school entity and the Pennsylvania State Police.
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to this Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

**II. Incidents Requiring Law Enforcement Notification and Response**

**A. Notification**

The School Entity shall immediately report by the most expeditious means possible to the Law Enforcement Authority of primary jurisdiction the occurrence of any of the following incidents occurring on school property, at any school sponsored activity, or on any public conveyance, including but not limited to a school bus, providing transportation to or from a school or school sponsored activity:

1. **Possession of a Weapon.** As used in this Memorandum "weapon" shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device, and any other tool, instrument or implement capable of inflicting serious bodily injury where the intent to use such tool, instrument or implement as a weapon is present.

This reporting requirement does not apply to a weapon which is:

- a. used, as part of a school-approved program, by an individual who is participating in the program; or
  - b. an unloaded weapon possessed by an individual while traversing school property for the purpose of obtaining access to public or private lands used for lawful hunting if the entry on school premises is authorized by school authorities.
2. Act of Violence. As used in this Memorandum “act of violence” shall mean an offense, including the attempt, solicitation or conspiracy to commit the offense, under any of the following provisions of the Pennsylvania Crimes Code, 18 Pa. C. S.:
- a. Possession of weapon on school property, 18 Pa. C.S. Section 912;
  - b. Criminal homicide, 18 Pa.C.S. Section 2501;
  - c. Simple assault, 18 Pa. C.S. Section 2701, if the offense would reasonably result in the expulsion of the perpetrator or if the victim requires outside medical assistance;
  - d. Aggravated assault, 18 Pa. C.S. Section 2702;
  - e. Terroristic threats, 18 Pa. C.S. Section 2706;
  - f. Rape, 18 Pa. C.S. Section 3121;
  - g. Statutory sexual assault, 18 Pa. C.S. Section 3122.1;
  - h. Involuntary deviate sexual intercourse, 18 Pa. C.S. Section 3123;
  - i. Sexual assault, 18 Pa. C.S. Section 3124.1;
  - j. Aggravated indecent assault, 18 Pa. C.S. Section 3125;
  - k. Indecent assault, 18 Pa. C.S. Section 3126;
  - l. Arson and related offenses, 18 Pa. C.S. Section 3301;
  - m. Robbery, 18 Pa. C.S. Section 3701;
  - n. Robbery of motor vehicle, 18 Pa. C.S. Section 3702.
3. Possession, Use or Sale of a Controlled Substance or Drug Paraphernalia
- a. As used in this Memorandum, “controlled substance” shall include the possession, use or sale of controlled substances as defined in the Act of April 14, 1972 (P.L. No. 64) known as “The Controlled Substance, Drug, Device and Cosmetic Act” (hereinafter “Drug Act”) including, but not limited to, inhalants, marijuana, cocaine, crack, heroin, LSD, PCP, amphetamines, all steroids, look-a-likes, and other substances commonly known as “designer drugs.”
  - b. Included in this reporting provision shall be the possession, use or sale of drug paraphernalia, as defined in the Drug Act, including, but not limited to, hypodermic needles, syringes, wrapping papers, and all other implements utilized for the purpose of ingesting or otherwise introducing controlled substances into the body.
4. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a minor under the age of 21 years and/or presence of a minor under the age of 21 years under the influence of alcohol and/or malt or brewed beverages.
5. Gang-related activity.
6. Ethnic Intimidation as defined in the Pennsylvania Crimes Code, 18 Pa. C.S. Section 2710.

7. Harassment and Stalking as defined in the Pennsylvania Crimes Code, 18 Pa. C.S. Section 2709.

B. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification.

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS was notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. All other such information as is known to the school authority which can be deemed relevant to the incident under investigation.

### III. Law Enforcement Authority Response

A. Initial response by Law Enforcement Authority shall include:

1. For incidents in progress:
  - a. Meet with contact person and locate scene of incident.
  - b. Stabilize incident.
  - c. Provide/arrange for emergency medical treatment, if necessary.
  - d. Control the scene of the incident
    - (1) Secure any physical evidence at the scene
    - (2) Identify involved persons and witnesses
  - e. Conduct investigation
  - f. Exchange information
  - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation
2. Incidents not in progress:
  - a. Meet with contact person
  - b. Recover any physical evidence
  - c. Conduct investigation
  - d. Exchange information
  - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation
3. Incidents involving delayed reporting
  - a. In the event that a reportable incident occurs on school property, at a school sponsored event, or on any public conveyance providing

transportation to or from a school or school sponsored activity after the conclusion of the school day or after the conclusion of the event at which the incident occurred, the school entity shall report the incident to the law enforcement entity immediately upon its notification.

- b. If such incident is initially reported to the school entity, the school entity shall proceed as outlined in paragraphs II A and B above.
- c. If the incident is initially reported to law enforcement, law enforcement shall proceed directly with its investigation and shall immediately notify the school entity of the incident, with all pertinent and reportable information, by the most expeditious means possible as if the reporting was not delayed.

**B. Custody of Actors**

- 1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer if:
  - a. the student has been placed under arrest;
  - b. the student is being placed under investigative detention;
  - c. the student is being taken into custody for the protection of the student; or
  - d. the student's parent or guardian consents to the release of the student to law enforcement custody.
- 2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

**IV. Assistance of School Entities**

**A. In Loco Parentis**

- 1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as to conduct and behavior over the pupils attending school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardian or persons in parental relation to such pupils may exercise over them.
- 2. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school, school activities, or on any public conveyance providing transportation to or from school or school sponsored activity.

**B. Notification of Parent or Guardian**

- 1. Parents or guardians of students involved in acts of violence, possession of weapons, sexual assault, or the possession, use or sale of a controlled substance or the underage possession of alcohol or intoxication from alcohol should be notified of the involvement as soon as possible.

2. In the event that a parent or guardian of a student may be a co-suspect or in the event of a situation in which immediate notification of the incident may result in the destruction of or tampering with evidence or witnesses, the school entity, in cooperation with the law enforcement authority, may decide to delay notification of parents or guardians.
3. School entities shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents reportable to law enforcement authorities pursuant to the terms of this agreement.
4. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify a suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities.

C. Scope of School Entity's Involvement

1. Victims

- a. Unless the school entity has received previous written instruction from the parent or guardian to the contrary, the Law Enforcement Agency does not need to secure parental permission to interview a victim.
- b. The school entity shall notify the parent or guardian of a victim when law enforcement authorities interview that victim. Law enforcement shall follow department policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- c. In the event a victim is interviewed by law enforcement authorities on school property, a guidance counselor or similar designated personnel shall be present during the interview.

2. Witnesses

- a. Unless the school entity has received previous written instruction from the parent or guardian to the contrary, the Law Enforcement Agency does not need to secure parental permission to interview a witness to a reportable incident.
- b. The school entity shall notify the parent or guardian of a witness when law enforcement authorities interview that witness. Law enforcement shall follow department policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- c. In the event a witness is interviewed by law enforcement authorities on school property, a guidance counselor or similar designated personnel shall be present during the interview.

3. Suspects

- a. Depending upon the individual circumstances of the incident, a juvenile suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or an attorney prior to speaking with law enforcement authorities.
- b. The school entity shall cooperate with law enforcement authorities to secure the permission and presence of at least one parent or

guardian of a student suspect before that student is interviewed by law enforcement authorities.

- c. In the event an interested adult cannot be contacted, the school entity shall defer to the policies, procedures and direction of the investigating law enforcement authority who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.
  - d. The legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the law enforcement authority. The school entity shall defer to the expertise of the law enforcement authority on matters of criminal and juvenile law procedure, except as is necessary to protect an interest of the school entity.
4. Conflicts of Interest
- a. The parties to this Memorandum recognize that in the event that a school entity employee, contractor, or other person acting on behalf of the school district or entity is the subject of an investigation, a conflict of interest may exist between the school entity and the adult suspect.
  - b. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during law enforcement authority's interviews of student co-suspects, victims or witnesses.
  - c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of law enforcement authorities or as otherwise required by law.

D. Reporting Requirements and Exchange of Information

- 1. Law enforcement authorities shall be governed by the following reporting and information exchange guidelines:
  - a. Criminal History Record Information Act, 18 Pa. C.S. Chapter 91.
  - b. The Public School Code of 1949, 24 P.S. Section 13-1303-A(b). Law enforcement authorities shall provide to school districts the information required under the reporting guidelines set forth thereunder.
  - c. Law enforcement authorities shall not make disclosures contradictory to paragraph IV-C-4 of this Memorandum.
- 2. School entities shall be governed by and cooperate with the following reporting and information exchange guidelines:
  - a. Federal Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g and its implementing regulations at 34 C.F.R. Section 99.1 et seq., and 22 Pa. Code Sections 12.31-12.33.
  - b. Share information and evidence as required for police to complete investigation of the incident.

- c. Comply with the requirements of the Public School Code of 1949, 24 P.S. Sections 13-1303-A and 13-1317.2.
- d. Complete reports as required by the Public School Code of 1949, 24 P.S. Section 13-1303-A(b).

**V. Media Relations**

**A. Release of information**

- 1. The release of information concerning incidents reportable to law enforcement authorities pursuant to the terms of this Memorandum of Understanding shall be coordinated between law enforcement authorities and school entities.
- 2. The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

**VI. General Provisions**

- A. This Memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other persons or entities.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed every two years at the beginning of the school year (starting July, 2012) and every two years thereafter.
- C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

**AND NOW**, this 16th day of July, 2012, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

\_\_\_\_\_  
 Superintendent/Administrative Director

**East Stroudsburg Area School District**

\_\_\_\_\_  
 School Entity

*Lt. David T. Dugala*  
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 Chief Law Enforcement Authority

**Pennsylvania State Police--Swiftwater**

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 Law Enforcement Authority

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**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN**

**Pennsylvania State Police – Blooming Grove**

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**(Law Enforcement Authority)**

and

**East Stroudsburg Area School District**

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**(School Entity)**

**July, 2012**

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**(Date)**

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**A. Parties**

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**B.** The purpose of this Memorandum is to establish procedures to be followed when any of the following incidents occurs on school property, at any school sponsored activity, or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

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2. Act of violence;
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4. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a minor under the age of 21 years and/or presence of a minor under the age of 21 years under the influence of alcohol and/or malt or brewed beverages;
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2. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the school environment as is practicable.
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4. Disseminate information regarding Megan's Law following the provisions of 18 Pa.C.S. Ch. 91 (relating to criminal history record information), the chief law enforcement officer of the full-time or part-time police department of the municipality where a sexually violent predator lives shall be responsible for providing written notice.

**F. School Priorities**

1. Create safe learning environments which support each student's well-being and opportunities to reach their full potential while balancing and protecting the rights of all students within their authority.
2. Establish and maintain cooperative relationships with law enforcement authorities in the reporting and resolution of all acts of school violence, weapons possession, the possession, use or sale of controlled substances and drug paraphernalia, the purchase, consumption, possession or transportation of liquor or malt or brewed beverages, gang-related activities, ethnic intimidation, harassment and stalking.
3. Foster partnerships with law enforcement authorities for the education and guidance of students to create a school climate and knowledge base conducive to learning and personal growth.
4. Provide Law Enforcement authorities with floor plans of school buildings.

**G. Legal Authority**

1. The parties to this Memorandum enter into this agreement in accordance with the provisions of the act of March 10, 1949 (P.L. 30, No. 14), as amended, 24 P.S. §13-1301-A, et. Seq., requiring that by June 30, 1999, all school entities shall develop and implement a single memorandum of understanding in cooperation with each local law enforcement entity with jurisdiction over the school entity and the Pennsylvania State Police.
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to this Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

**II. Incidents Requiring Law Enforcement Notification and Response**

**A. Notification**

The School Entity shall immediately report by the most expeditious means possible to the Law Enforcement Authority of primary jurisdiction the occurrence of any of the following incidents occurring on school property, at any school sponsored activity, or on any public conveyance, including but not limited to a school bus, providing transportation to or from a school or school sponsored activity:

1. **Possession of a Weapon.** As used in this Memorandum "weapon" shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device, and any other tool, instrument or implement capable of inflicting serious bodily injury where the intent to use such tool, instrument or implement as a weapon is present.

This reporting requirement does not apply to a weapon which is:

- a. used, as part of a school-approved program, by an individual who is participating in the program; or
  - b. an unloaded weapon possessed by an individual while traversing school property for the purpose of obtaining access to public or private lands used for lawful hunting if the entry on school premises is authorized by school authorities.
2. Act of Violence. As used in this Memorandum "act of violence" shall mean an offense, including the attempt, solicitation or conspiracy to commit the offense, under any of the following provisions of the Pennsylvania Crimes Code, 18 Pa. C. S.:
- a. Possession of weapon on school property, 18 Pa. C.S. Section 912;
  - b. Criminal homicide, 18 Pa.C.S. Section 2501;
  - c. Simple assault, 18 Pa. C.S. Section 2701, if the offense would reasonably result in the expulsion of the perpetrator or if the victim requires outside medical assistance;
  - d. Aggravated assault, 18 Pa. C.S. Section 2702;
  - e. Terroristic threats, 18 Pa. C.S. Section 2706;
  - f. Rape, 18 Pa. C.S. Section 3121;
  - g. Statutory sexual assault, 18 Pa. C.S. Section 3122.1;
  - h. Involuntary deviate sexual intercourse, 18 Pa. C.S. Section 3123;
  - i. Sexual assault, 18 Pa. C.S. Section 3124.1;
  - j. Aggravated indecent assault, 18 Pa. C.S. Section 3125;
  - k. Indecent assault, 18 Pa. C.S. Section 3126;
  - l. Arson and related offenses, 18 Pa. C.S. Section 3301;
  - m. Robbery, 18 Pa. C.S. Section 3701;
  - n. Robbery of motor vehicle, 18 Pa. C.S. Section 3702.
3. Possession, Use or Sale of a Controlled Substance or Drug Paraphernalia
- a. As used in this Memorandum, "controlled substance" shall include the possession, use or sale of controlled substances as defined in the Act of April 14, 1972 (P.L. No. 64) known as "The Controlled Substance, Drug, Device and Cosmetic Act" (hereinafter "Drug Act") including, but not limited to, inhalants, marijuana, cocaine, crack, heroin, LSD, PCP, amphetamines, all steroids, look-a-likes, and other substances commonly known as "designer drugs."
  - b. Included in this reporting provision shall be the possession, use or sale of drug paraphernalia, as defined in the Drug Act, including, but not limited to, hypodermic needles, syringes, wrapping papers, and all other implements utilized for the purpose of ingesting or otherwise introducing controlled substances into the body.
4. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a minor under the age of 21 years and/or presence of a minor under the age of 21 years under the influence of alcohol and/or malt or brewed beverages.
5. Gang-related activity.
6. Ethnic Intimidation as defined in the Pennsylvania Crimes Code, 18 Pa. C.S. Section 2710.

7. Harassment and Stalking as defined in the Pennsylvania Crimes Code, 18 Pa. C.S. Section 2709.

B. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification.

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS was notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. All other such information as is known to the school authority which can be deemed relevant to the incident under investigation.

### III. Law Enforcement Authority Response

A. Initial response by Law Enforcement Authority shall include:

1. For incidents in progress:
  - a. Meet with contact person and locate scene of incident.
  - b. Stabilize incident.
  - c. Provide/arrange for emergency medical treatment, if necessary.
  - d. Control the scene of the incident
    - (1) Secure any physical evidence at the scene
    - (2) Identify involved persons and witnesses
  - e. Conduct investigation
  - f. Exchange information
  - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation
2. Incidents not in progress:
  - a. Meet with contact person
  - b. Recover any physical evidence
  - c. Conduct investigation
  - d. Exchange information
  - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation
3. Incidents involving delayed reporting
  - a. In the event that a reportable incident occurs on school property, at a school sponsored event, or on any public conveyance providing

transportation to or from a school or school sponsored activity after the conclusion of the school day or after the conclusion of the event at which the incident occurred, the school entity shall report the incident to the law enforcement entity immediately upon its notification.

- b. If such incident is initially reported to the school entity, the school entity shall proceed as outlined in paragraphs II A and B above.
- c. If the incident is initially reported to law enforcement, law enforcement shall proceed directly with its investigation and shall immediately notify the school entity of the incident, with all pertinent and reportable information, by the most expeditious means possible as if the reporting was not delayed.

**B. Custody of Actors**

- 1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer if:
  - a. the student has been placed under arrest;
  - b. the student is being placed under investigative detention;
  - c. the student is being taken into custody for the protection of the student; or
  - d. the student's parent or guardian consents to the release of the student to law enforcement custody.
- 2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

**IV. Assistance of School Entities**

**A. In Loco Parentis**

- 1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as to conduct and behavior over the pupils attending school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardian or persons in parental relation to such pupils may exercise over them.
- 2. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school, school activities, or on any public conveyance providing transportation to or from school or school sponsored activity.

**B. Notification of Parent or Guardian**

- 1. Parents or guardians of students involved in acts of violence, possession of weapons, sexual assault, or the possession, use or sale of a controlled substance or the underage possession of alcohol or intoxication from alcohol should be notified of the involvement as soon as possible.

2. In the event that a parent or guardian of a student may be a co-suspect or in the event of a situation in which immediate notification of the incident may result in the destruction of or tampering with evidence or witnesses, the school entity, in cooperation with the law enforcement authority, may decide to delay notification of parents or guardians.
3. School entities shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents reportable to law enforcement authorities pursuant to the terms of this agreement.
4. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify a suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities.

C. Scope of School Entity's Involvement

1. Victims

- a. Unless the school entity has received previous written instruction from the parent or guardian to the contrary, the Law Enforcement Agency does not need to secure parental permission to interview a victim.
- b. The school entity shall notify the parent or guardian of a victim when law enforcement authorities interview that victim. Law enforcement shall follow department policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- c. In the event a victim is interviewed by law enforcement authorities on school property, a guidance counselor or similar designated personnel shall be present during the interview.

2. Witnesses

- a. Unless the school entity has received previous written instruction from the parent or guardian to the contrary, the Law Enforcement Agency does not need to secure parental permission to interview a witness to a reportable incident.
- b. The school entity shall notify the parent or guardian of a witness when law enforcement authorities interview that witness. Law enforcement shall follow department policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- c. In the event a witness is interviewed by law enforcement authorities on school property, a guidance counselor or similar designated personnel shall be present during the interview.

3. Suspects

- a. Depending upon the individual circumstances of the incident, a juvenile suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or an attorney prior to speaking with law enforcement authorities.
- b. The school entity shall cooperate with law enforcement authorities to secure the permission and presence of at least one parent or

guardian of a student suspect before that student is interviewed by law enforcement authorities.

- c. In the event an interested adult cannot be contacted, the school entity shall defer to the policies, procedures and direction of the investigating law enforcement authority who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.
- d. The legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the law enforcement authority. The school entity shall defer to the expertise of the law enforcement authority on matters of criminal and juvenile law procedure, except as is necessary to protect an interest of the school entity.

4. Conflicts of Interest

- a. The parties to this Memorandum recognize that in the event that a school entity employee, contractor, or other person acting on behalf of the school district or entity is the subject of an investigation, a conflict of interest may exist between the school entity and the adult suspect.
- b. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during law enforcement authority's interviews of student co-suspects, victims or witnesses.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of law enforcement authorities or as otherwise required by law.

D. Reporting Requirements and Exchange of Information

- 1. Law enforcement authorities shall be governed by the following reporting and information exchange guidelines:
  - a. Criminal History Record Information Act, 18 Pa. C.S. Chapter 91.
  - b. The Public School Code of 1949, 24 P.S. Section 13-1303-A(b). Law enforcement authorities shall provide to school districts the information required under the reporting guidelines set forth thereunder.
  - c. Law enforcement authorities shall not make disclosures contradictory to paragraph IV-C-4 of this Memorandum.
- 2. School entities shall be governed by and cooperate with the following reporting and information exchange guidelines:
  - a. Federal Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g and its implementing regulations at 34 C.F.R. Section 99.1 et seq., and 22 Pa. Code Sections 12.31-12.33.
  - b. Share information and evidence as required for police to complete investigation of the incident.

- c. Comply with the requirements of the Public School Code of 1949, 24 P.S. Sections 13-1303-A and 13-1317.2.
- d. Complete reports as required by the Public School Code of 1949, 24 P.S. Section 13-1303-A(b).

**V. Media Relations**

**A. Release of information**

- 1. The release of information concerning incidents reportable to law enforcement authorities pursuant to the terms of this Memorandum of Understanding shall be coordinated between law enforcement authorities and school entities.
- 2. The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

**VI. General Provisions**

- A. This Memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other persons or entities.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed every two years at the beginning of the school year (starting July, 2012) and every two years thereafter.
- C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this 16<sup>th</sup> day of July, 2012, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

\_\_\_\_\_  
 Superintendent/Administrative Director  
 East Stroudsburg Area School District  
 \_\_\_\_\_  
 School Entity

\_\_\_\_\_  
 Chief Law Enforcement Authority  
 Pennsylvania State Police-Blooming  
 Grove  
  
 \_\_\_\_\_  
 Law Enforcement Authority



JUN 21 2012

**REQUEST FOR CONSULTANT/CONTRACTED SERVICES**

**1. Initiator: Complete this section.**

Name of Consultant: Bushkill Emergency Corps # 02496

Address: P.O. Box 174 Bushkill PA 18324

Function or purpose of service (be specific): stand-by ambulance coverage for designated home varsity football games at High School North

Location of service: High School - North

Time period - from 8/31/12 to: 10/26/12  
 (begin date) (end date)

5 Games @ \$ 100 per game = \$ 500.00 plus expenses?  
 Total days/hours/other daily/hourly/other rate Total Contract  yes  no

Charge to Account Number: 10 - 3200 7300 - 000 - 30 - 51 - 68

Signatures - Initiator: [Signature] Date: 6/8/12

**2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.**

*I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.*

[Signature] Federal ID# or Social Security # \_\_\_\_\_ Date 6/14/12

**NOTE: Upon completion of service send an Invoice to the Business Office for payment.**

**STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.**

3. Assistant Superintendent for Curriculum: [Signature] Date: 6/21/12

4. APPROVALS: Board of Education - Date: \_\_\_/\_\_\_/\_\_\_ Purchase Order # \_\_\_\_\_  
 Superintendent: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

5. Initiator:  
 Comments on Services: \_\_\_\_\_

The Business Office is hereby authorized to pay \$ \_\_\_\_\_ for services rendered.  
 Initiator: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

*The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status.* 48

RECEIVED  
 JUN 23 2012

**REQUEST FOR CONSULTANT/CONTRACTED SERVICES**

**1. Initiator: Complete this section.**

Name of Consultant: Bushkill Emergency Corps. # 02496

Address: P.O. Box 174 Bushkill PA 18324

Function or purpose of service (be specific): stand-by ambulance coverage for designated home JV and Jr High Football games at High School North

Location of service: High School - North

Time period - from 9/10/12 to: 11/5/12  
 (begin date) (end date)

5 Games @ \$ 100 per game = \$ 500.00 plus expenses?  
 Total days/hours/other daily/hourly/other rate Total Contract  yes  no

Charge to Account Number: 10 - 3200 - 300 - 000 - 30 - 51 - 68

Signatures — Initiator: [Signature] Date: 6/8/12

**2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.**

*I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.*

Consultant/Contractor Signature: [Signature] Federal ID# or Social Security # \_\_\_\_\_ Date: 6/14/12

**NOTE: Upon completion of service send an Invoice to the Business Office for payment.**

**STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.**

3. Assistant Superintendent for Curriculum: [Signature] Date: 6/21/12

4. APPROVALS: Board of Education — Date: \_\_\_/\_\_\_/\_\_\_ Purchase Order # \_\_\_\_\_  
 Superintendent: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

5. Initiator:  
 Comments on Services: \_\_\_\_\_

The Business Office is hereby authorized to pay \$ \_\_\_\_\_ for services rendered.  
 Initiator: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

*The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status.* 49

JUN 21 2012  
 BY: \_\_\_\_\_

**REQUEST FOR CONSULTANT/CONTRACTED SERVICES**

**1. Initiator: Complete this section.**

Name of Consultant: Bushkill Emergency Corps. # 02496  
 Address: P.O. Box 174 Bushkill PA 18324  
 Function or purpose of service (be specific): Stand-by ambulance coverage for  
Designated Home Football games (middle school) at Lehman Intermediate  
 Location of service: \_\_\_\_\_  
 Time period - from 9/12/12 to: 11/8/12  
 (begin date) (end date)  
9 Games @ \$ 100.00 = \$ 900.00 plus expenses?  
 Total days/hours/other daily/hourly/other rate Total Contract  yes  no  
 Charge to Account Number: 10 - 3200 - 300 - 000 - 30 - 52 - 68  
 Signatures — Initiator: Mark A. [Signature] Date: 6/8/12

**2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.**

*I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.*

\_\_\_\_\_  
 Consultant/Contractor Signature Federal ID# or Social Security # Date: 6/14/12  
**NOTE: Upon completion of service send an Invoice to the Business Office for payment.**

**STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.**

**3. Assistant Superintendent for Curriculum:** [Signature] Date: 6/21/12

**4. APPROVALS:** Board of Education — Date: \_\_\_/\_\_\_/\_\_\_ Purchase Order # \_\_\_\_\_  
 Superintendent: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**5. Initiator:**  
 Comments on Services: \_\_\_\_\_  
 \_\_\_\_\_  
 The Business Office is hereby authorized to pay \$ \_\_\_\_\_ for services rendered.  
 Initiator: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

*The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status.* 50

EAST STROUDSBURG AREA SCHOOL DISTRICT

-PO Box 298, 321 North Courtland Street

East Stroudsburg, PA 18301

(570) 424-8500

REC-072  
JUL 06 2012

BY: \_\_\_\_\_

**REQUEST FOR CONSULTANT/CONTRACTED SERVICES**

**1. Initiator: Complete this section.**

Name of Consultant: Camfel Productions # \_\_\_\_\_

Address: 15709 Arrow Hwy, Ste. 2 Irwindale CA 91706-

Function or purpose of service (be specific): The Pledge presentation 2012

Location of service: East Stroudsburg HS - South East Stroudsburg PA

Time period - from 8/27/12 to: 8/27/12 18301  
(begin date) (end date)

one day @ \$ \_\_\_\_\_ = \$ 990.00 plus expenses?  yes  no

Total days/hours/other daily/hourly/other rate Total Contract  yes  no

Charge to Account Number: 29 - 3200 - 300 - 000 - 30 - 31 - 18

Signatures — Initiator: [Signature] Date: 6/19/12

**2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.**

*I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.*

[Signature] Federal ID# or Social Security # \_\_\_\_\_ Date: 6/27/12

NOTE: Upon completion of service send an Invoice to the Business Office for payment.

**STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.**

3. Assistant Superintendent for Curriculum: [Signature] Date: 7/6/12

4. APPROVALS: Board of Education — Date: \_\_\_/\_\_\_/\_\_\_ Purchase Order # \_\_\_\_\_

Superintendent: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

5. Initiator:  
Comments on Services: \_\_\_\_\_

The Business Office is hereby authorized to pay \$ \_\_\_\_\_ for services rendered.

Initiator: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status. 51

## ATHLETIC TRAINING

### AFFILIATION AGREEMENT FOR GRADUATE ASSISTANT AND USE OF A FACILITY AS AN INTERNSHIP SITE

THIS AGREEMENT, is made \_\_\_\_\_ 2012, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and East Stroudsburg Area School District (hereinafter " East Stroudsburg Area School District"). The parties intend to be legally bound by the following terms.

#### I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified graduate assistant or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by East Stroudsburg Area School District. The selected student will be an individual who is certified by the Board of Certification for Athletic Training, or who is eligible for licensure as an athletic trainer. The individual will work with the athletic program at East Stroudsburg Area School District under the supervision of a faculty member from the Athletic Training Education Program at ESU. Dr. Gerard Rozea, Graduate Coordinator will select the student to be recommended to the Dean of the Graduate School for placement with East Stroudsburg Area School District. The job description will be developed by the Athletic Director and Head Athletic Trainer at East Stroudsburg Area School District in conjunction with Dr. Rozea from ESU.
- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement.* The student will work for East Stroudsburg Area School District an average of 10 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons.
- d. *Payment.* The University will pay the student's tuition (Summer I, Fall, Spring, and Summer II) at the prevailing in-state rate. Furthermore, the University will also cover the graduate assistantship/residency stipend for Summer I (30 hours), Fall (150 hours), Spring (150 hours), and summer II (30 hours)\* following reimbursement from East Stroudsburg Area School District which shall be \$7,500.00 or the prevailing rate.

- e. *Submission of Name of Candidate.* The University shall submit the name of the student to East Stroudsburg Area School District or a designated representative at least 3 weeks prior to the practicum assignment.
- f. *Advising Student 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 East Stroudsburg Area School District and should the student fail to abide by any policy/or procedure, he or she may be expelled from East Stroudsburg Area School District program. If necessary, the termination of the student from the Graduate Assistant Program will be done according to the policies and procedures of the University. The student will be under the direct supervision of East Stroudsburg Area School District and Dr. Gerard Rozea, or his designee, of the University.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania licensure athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

East Stroudsburg Area School District understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, *et seq.*

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to East Stroudsburg Area School District all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

## **II. DUTIES AND RESPONSIBILITIES OF EAST STROUDSBURG AREA SCHOOL DISTRICT**

- a. *Establishment of Assistantship or Residency.* East Stroudsburg Area School District authorizes the use of its facilities as may be agreed upon by East Stroudsburg Area School District and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University.

- b. *Policies of East Stroudsburg Area School District.* The University will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. East Stroudsburg Area School District will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* East Stroudsburg Area School District will have sole authority and control over all aspects of student services. East Stroudsburg Area School District will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* East Stroudsburg Area School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, East Stroudsburg Area School District should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* East Stroudsburg Area School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* East Stroudsburg Area School District shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will enroll in applicable internships at the University and be supervised by a faculty athletic trainer who is in good standing with the Board of Certification for athletic trainers.
- g. *Reporting of Student Progress.* East Stroudsburg Area School District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and East Stroudsburg Area School District.
- h. *Student Records.* East Stroudsburg Area School District 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 the Agreement.
- i. *Payment.* East Stroudsburg Area School District will pay the University a total of \$7,500.00 (or the prevailing rate) for the services of the student and the supervision provided by the University according to the following: East Stroudsburg Area School District will make two equal payments upon receipt of invoices from the University. These invoices will be sent approximately November 15 and March 15. This amount will cover the student's tuition\*\*, stipend/graduate scholarship, social security and workman's compensation (limits on credits apply).

- j. The maximum amount for this Graduate Assistantship/Residency Contract will not exceed: **\$7,500.00.**

*\*Additional time includes those times when ESU is not in session and the East Stroudsburg Area School District is engaged in interscholastic sports practices and games (e.g. ESU Winter and Spring Breaks, the extended period of time after the conclusion of ESU's Spring Semester when high school spring seasons are still in the regular or postseason, high school fall sports preseason practices and scrimmages, and any regular season games and practices.*

*\*\*Reimbursement for Tuition rates are estimates only. A small increase in tuition rates should be anticipated. The Pennsylvania State System of Higher Education Board of Governors will set the tuition rates by July 2012. All invoices will reflect the prevailing tuition rates.*

### III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that **TWO** student shall be assigned to East Stroudsburg Area School District for this assistantship or residency.
- b. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution. This Agreement may not exceed a period of five years.
- c. *Termination of Agreement.* The University or East Stroudsburg Area School District may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should East Stroudsburg Area School District terminate this Agreement prior to the completion of an academic semester for other than a breach, the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.
- d. *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.
- e. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to



each other in 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, employment or any other relationship, other than that of independent contractors.

- h. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral 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.

Authorized Signature:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
ESSD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. John M. Hauth  
Athletic Training Department, ESU

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Gerard D. Rozea  
Athletic Training Department, ESU

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Van A. Reidhead  
Provost and Vice President for Academic Affairs, ESU

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
University Legal Counsel (ESU)

\_\_\_\_\_  
Date

Addendum

**Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown – PART TIME**  
East Stroudsburg Area School District – East Stroudsburg University of Pennsylvania

This document is provided as an addendum to the proposed **Affiliation Agreement** between the East Stroudsburg University of Pennsylvania (ESU) and the East Stroudsburg Area School District. Specifically, this document provides a breakdown of the reimbursement provided by East Stroudsburg Area School District to ESU for services provided through their Graduate Assistant – Graduate Athletic Training Education Program. This breakdown applies to **both PART-TIME** contracted Graduate Assistant Athletic Trainer positions in the District; John T. Lambert Intermediate School and Lehman Intermediate School. Pursuant to agreement, the School District will reimburse the University for the services of the students and supervision provided by the University, up to the cost for a PA resident only, according to the following list of costs:

|   |  |
|---|--|
| Summer I – Fall I Tuition:                  | \$2,128.71 (Based on 11-12 Tuition Costs)  |
| Summer I – Fall I Stipend:                  | \$1,501.20 (Summer Pre-Season – Mid Winter Season)<br>(30 hours Pre-Season; 150 hours Fall – Winter) |
| Summer I – Fall I Workmen’s Compensation:   | \$ 5.25 (0.35% x 1501.20)  |
| Summer I – Fall I Social Security           | \$ 114.84 (7.65% x 1501.20)  |
| Summer I – Fall I Invoice Amount:           | <b>\$3,750.00</b>  |
| Spring I –Summer II Tuition:                | \$2,128.71 (Based on 11-12 Tuition Costs)  |
| Spring I –Summer II Stipend                 | \$1,501.20 (Mid Winter Season – End of Spring: June I)<br>(150 hours Spring; 30 hours Summer II)     |
| Spring I –Summer II Workmen’s Compensation: | \$ 5.25 (0.35% x 1501.20)  |
| Spring I –Summer II Social Security         | \$ 114.84 (7.65% x 1501.20)  |
| Spring I –Summer II Invoice Amount:         | <b>\$3,750.00</b>  |
| Total AY Invoice 2012 – 2013:               | <b>\$7,500.00</b>  |

✓

**ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH  
AGREEMENT FOR SERVICES**

Approved Private Provider: **PA Treatment & Healing**  
Public School District: **East Stroudsburg Area School District**

AND NOW, this \_\_\_ day of \_\_\_\_\_, 2012, **PA Treatment & Healing**, with a principal place of operations located at 5972 Susquehanna Trail, Turbotville, PA, 17772, hereafter referred to as "PROVIDER", and the **East Stroudsburg Area School District**, with a principal place of operations located at 50 Vine Street, East Stroudsburg, PA 18301-0298 hereafter referred to as "SCHOOL DISTRICT" enter into this Act 48 Program Agreement for Services ("Agreement"), as follows:

WHEREAS, PROVIDER is providing Act 48 Alternative Education for Disruptive Youth Services; and

WHEREAS, PROVIDER is an approved private provider of educational services for disruptive youth under Act 48 and Act 30 (collectively the "Act"), whereby PROVIDER is authorized to enter into contractual arrangements with local School Districts to provide educational services to "disruptive youth" as that term is defined in the aforesaid Act; and

WHEREAS, PROVIDER has developed a specific educational program (the "Program").

NOW THEREFORE, in accordance with the aforesaid recitals, PROVIDER and the SCHOOL DISTRICT, intending to be legally bound, agree as follows:

**I. DEFINITIONS**

The following definitions apply regarding the text of this Agreement:

- A. "TERM". For purposes of this Agreement, "Term" shall be defined as the 2012-2013 School Year;
- B. "PROGRAM". For purposes of this Agreement, "Program" shall be defined as the PROVIDER Alternative Education for Disruptive Youth Program;
- C. "SCHOOL DISTRICT". For purposes of this Agreement, "SCHOOL DISTRICT" shall collectively be defined as all schools of the above referenced School District, acting by and through their authorized employees, agents and representatives; and
- D. "STUDENT". For purposes of this Agreement, "Student" shall be defined as an individual, enrolled in 7th, 8th, 9th, 10th, 11th, or 12th grade, at SCHOOL DISTRICT who has been designated by the SCHOOL DISTRICT as a "disruptive youth" in accordance with the Act.

**II. MATRICULATION RIGHTS**

SCHOOL DISTRICT shall have the right to matriculate students into the PROVIDER Program, under the following terms and conditions:

- A. SCHOOL DISTRICT shall certify to PROVIDER that the Student is "disruptive" as defined in the Act and provide all pertinent information to PROVIDER regarding said Student;
- B. SCHOOL DISTRICT shall provide PROVIDER with the opportunity to conduct a pre-intake conference to include the parent or guardian and the student in an effort to determine appropriateness of this placement and to select the curriculum.
- C. SCHOOL DISTRICT shall provide the courses of study to be used by the student as part of his/her curriculum, as well as a selected teaching staff representative to interact with the PROVIDER teaching staff representative.

- D. SCHOOL DISTRICT shall provide the curriculum, including appropriate textbooks, assignments and examinations for students matriculated into PROVIDER for a predetermined period of 30 school days or less.

### III. COMPLIANCE WITH DEPARTMENT OF EDUCATION GUIDELINES

- A. During the entire term of this Agreement, PROVIDER and SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein.
- B. PROVIDER warrants that it shall be and remain an approved private provider of alternative educational services for disruptive youth, as defined in the Act, during the entire term of this Agreement. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, a true and correct copy of the original Pennsylvania Department of Education approvals.

### IV. FACILITIES

- A. PROVIDER warrants that its facilities conform to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and/or the Department of Community Development of the City of Scranton where applicable, and that said facilities have been approved and a current Certificate of Occupancy is on display at each facility.
- B. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, true and correct copies of the original permits, licenses and/or approvals.

### V. ENVIRONMENTAL HEALTH AND SAFETY

- A. PROVIDER warrants that the necessary precautions are taken to protect the health, physical welfare and safety of students. PROVIDER shall comply with 24 P.S. § 7-736, 7-737, 7-738, 7-739 and 7-740.
- B. PROVIDER warrants that facilities shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.
- C. PROVIDER warrants that all students and parents are informed of the PROVIDER Grievance Procedure, which is outlined in the PROVIDER Student Handbook. Student and Parental concerns are addressed in accordance with the PROVIDER Grievance Procedure.

### VI. SCHOOL FOOD SERVICE

PROVIDER shall not operate any food service program, and the requirements set forth in the Guidelines for Private Alternative Educational Institutions do not apply. However, SCHOOL DISTRICT shall make arrangements for students who are determined to be eligible for the free/reduce lunch program.

### VII. STAFFING

- A. PROVIDER warrants that all members of its staff, in accordance with company policy, are 21 years of age or older.
- B. In accordance with state regulations, PROVIDER requires all employees to provide proof of an examination by a licensed physician including verification that the employee has no communicable diseases and has been tested for tuberculosis. Verification of this examination shall be recorded in

personnel files.

- C. In accordance with company policy, all staff members are required to provide proof that they are citizens of the United States or hold a United States Immigration Services visa. This information is verified before an individual is hired and is on record in their personnel file
- D. PROVIDER warrants that all members of its staff are required to have both child abuse and criminal history checks as a condition of employment in accordance with 23 Pa. C.S. §§ 6301-6385 (relating to the Child Protective Services Law), and 24 P.S. §§ 1-111 (relating to Background checks of prospective employees). These clearances may not be more than one (1) year old at the time of employment. Copies of clearances shall be recorded in each personnel file.
- E. Staff hiring retention and utilization shall be in accordance with 23 Pa. C.S. §§ 6301-6385 (relating to Child Protective Services Law).
- F. It shall be the responsibility of PROVIDER to assure that employees have background clearances, including an FBI clearance, as required by 24 P.S. § 1-111 and 23 P.S. § 6354. PROVIDER understands that the failure to maintain appropriate background clearances of employees shall be grounds for termination of the Department of Education approval as an alternative education provider.

#### VIII. STUDENT ATTENDANCE

- A. PROVIDER warrants that it shall maintain records of students' attendance in accordance with Chapter 11 of the State Board of Educational Regulations.
- B. Methodology for assuring appropriate attendance records are maintained:
  - 1. The Alternative Education Program calendar will be operated in accordance with the public school calendar for the district within which the PROVIDER site is located. (e.g., the PROVIDER Bloomsburg site will operate in accordance with the Bloomsburg Area School District calendar.) A copy of the calendar is attached.
  - 2. The specific method for maintaining attendance records shall be a daily physical check of each student, documentation of said daily physical check in a written Attendance Log, kept on file at PROVIDER, with attempted daily contact to each parent or guardian of said student if said student is not present when school is in session.
  - 3. PROVIDER shall forward monthly attendance records to the SCHOOL DISTRICT. Attendance records may be forwarded by PROVIDER on a more frequent basis if requested by the SCHOOL DISTRICT.
- C. Students with serious mental health issues may be determined to be inappropriate for continuation of services by PROVIDER. In those situations, PROVIDER will work with the SCHOOL DISTRICT to arrange a more appropriate setting.
- D. Because many of the students come to the program with a high rate of absenteeism, PROVIDER has the policy that no illegal (unexcused) days are granted. Provider shall notify School District immediately upon any student accruing three (3) unlawful absences. Unlawful absences are defined as set forth in 24 P.S.1329.
- E. Authorized absences, trancies and unexcused absences lasting five (5) days or less will be billed in accordance with the standard charge. This permits the PROVIDER staff the opportunity to locate missing students, contact families and authorities. It also assures the placement of the student upon return.
- F. Absences lasting beyond the five (5) day limit will be billed in accordance with the request of the

SCHOOL DISTRICT. PROVIDER staff will contact the appropriate SCHOOL DISTRICT representative before the end of the five (5) days to determine the course of action. Return placement for absentee students and all subsequent PROVIDER staff services beyond five days WILL NOT continue unless the SCHOOL DISTRICT is willing to guarantee payment for all days missed by the student up to the time of the student's return or appropriate withdrawal from the PROGRAM.

## **IX. STUDENT RECORDS AND REPORTS**

- A. PROVIDER warrants that during the entire term of this Agreement, the SCHOOL DISTRICT shall receive a written progress report for each SCHOOL DISTRICT student matriculated into the PROGRAM. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.
- B. PROVIDER shall maintain students' records as follows:
1. Academics and Permanent Records
    - a. All test results;
    - b. PROVIDER quarterly progress report for each marking period and monthly reports. Copies are sent to parents, the SCHOOL DISTRICT, and the referring agency, when applicable.
    - c. Student Progress Report;
    - d. Previous school records; and
    - e. Court order (if applicable), and other pertinent documentation.
  2. Testing and Results
  3. Health Records, which shall be forwarded to PROVIDER by the SCHOOL DISTRICT within two weeks of the student's placement in the PROGRAM.
  4. Miscellaneous  
Includes monthly behavioral assessments, incident reports, etc.
- C. Review of students' records will be provided as follows:
1. PROVIDER will forward progress reports to the SCHOOL DISTRICT monthly and quarterly. Such reports shall contain any and all information requested and shall be submitted within two weeks of the due date.
  2. A quarterly report of the student's progress shall be provided to the parent or guardian.
  3. This review shall occur more frequently at the discretion of the SCHOOL DISTRICT.
  4. SCHOOL DISTRICT representatives are encouraged to visit students during program hours.
  5. SCHOOL DISTRICT and PROVIDER ensure a periodic review, at a minimum at the end of every semester, for returning students to the regular classroom setting. This review shall be conducted during conferences, either by phone or at a mutually convenient location, with PROVIDER and SCHOOL DISTRICT staff.

## **X. TRANSPORTATION**

SCHOOL DISTRICT shall be responsible for transportation of said students to and from PROVIDER in accordance with 24 P.S. 13-1361 and 67 Pa. Code Chapter 171.

## **XI. REQUIREMENTS UNDER SAFE SCHOOLS**

- A. PROVIDER warrants that its PROGRAM complies with all provisions of Article XIII-A of the School Code.
- B. PROVIDER shall comply with Article XIII-A as follows:
1. All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by PROVIDER Staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by PROVIDER Staff.
  2. PROVIDER staff shall complete a written Incident Report. This report shall set forth the name of the student and all pertinent information regarding all new incidents by any student from the SCHOOL DISTRICT on PROVIDER property.
  3. The Incident Report shall be submitted to the SCHOOL DISTRICT. The SCHOOL DISTRICT shall in turn report these incidents to the Department of Education pursuant to 24 P.S. § 13-1303-A.
  4. PROVIDER shall retain a copy of the Incident Report in the student's file.
  5. PROVIDER maintains working relationships with local law enforcement, as well as the county juvenile probation departments.

## **XII. SCHOOL HEALTH SERVICES**

- A. The SCHOOL DISTRICT shall assure that appropriate school health services, under Article XIV of the Public School Code, are provided to all students matriculated at PROVIDER. Each student's participation in school health services shall be monitored and administered by the SCHOOL DISTRICT. When a student's participation is required in mandated health examinations, the SCHOOL DISTRICT shall notify PROVIDER, and the student's parent/guardian, obtain any applicable parental consent, and/or obtain records if parents choose to have private exams by family physician or dentist.

Coordination of these services shall be the joint responsibility of PROVIDER and the SCHOOL DISTRICT. PROVIDER shall make arrangements with the SCHOOL DISTRICT to provide students an opportunity to receive health screenings as required under Article XIV of the Public School Code.

Records shall be forwarded to PROVIDER by the SCHOOL DISTRICT within two weeks of the student's health examinations for inclusion in the student's records.

- B. All PROVIDER employees shall be trained to provide first aid services. Training shall include First Aid, cardiopulmonary resuscitation and universal precautions. Training shall include crisis intervention, behavior management, suicide prevention, and health and other special issues affecting the student population. Examples of health and other special issues include sexually transmitted diseases, seizure disorders, asthma, mental illness, substance abuse, developmental disabilities, etc.

## **XIII. ACADEMIC STANDARDS AND ASSESSMENTS**

63



- A. The SCHOOL DISTRICT shall assure that PROVIDER complies with academic standards and assessments under Chapter 4 of the State Board of Education Regulations in full unless specific waivers are requested by the SCHOOL DISTRICT under 24 P.S. 19-1902C and/or 22 Pa. Code 4.82 and approved by the Department of Education.
- B. PROVIDER shall provide basic education, which includes a core curriculum of math, social studies, English, science, literature, college prep and business. Physical education and life skills instruction are also components of the program.
- C. PROVIDER shall comply with 24 P.S. §15-1547 (relating to instruction in alcohol, chemical and tobacco abuse).

#### **XIV. SPECIAL EDUCATION SERVICES AND PROGRAMS**

- A. SCHOOL DISTRICT warrants that special education services and provisions required under Chapter 14 of the State Board of Education regulations and 34 CFR Part 300 (relating to Assistance to States for the Education of Children With Disabilities) of the Department of Education Standards are strictly followed.
- B. SCHOOL DISTRICT warrants that no student who is eligible for special education services pursuant to the Individuals with Disabilities Act (Public Law 91-230, 20 U.S.C. Section 1400 et seq.) shall be deemed a disruptive student, except as provided for in 22 Pa. Code Section 14.143 (relating to Disciplinary placements).
- C. SCHOOL DISTRICT shall establish and implement procedures to appoint an IEP team as defined in 22 Pa. Code Section 14.154 (relating to IEP) and 34 CFR 300.344 (relating to IEP team). The IEP team established by the SCHOOL DISTRICT shall, in accordance with 34 CFR 300.346 (relating to Development, review, and revision of IEP) and 34 CFR 300.347 (relating to Content of IEP), determine the appropriate placement for the student. In accordance with 34 CFR 300.345(c), the SCHOOL DISTRICT warrants that a consultation with the student, parent/guardian will occur securing the student, parents/guardians written approval to enroll the student in the PROVIDER program. SCHOOL DISTRICT warrants that it complies with requirements identified in 34 CFR Part 300, Subpart E, Procedural Safeguards, Due Process Procedures for Parents and Children.
- D. PROVIDER does not warrant a Certified Special Education Teacher will be employed at each facility and/or for the term of this Agreement. Any services that are not provided by PROVIDER or cannot be provided by PROVIDER during the period of enrollment shall be the responsibility of the SCHOOL DISTRICT and the student shall be considered as a "dual enrollment" under applicable law.
- E. Prior to the matriculation of a student who is eligible for special education services into PROGRAM, SCHOOL DISTRICT shall determine the appropriateness of the student's placement in an alternative education setting. SCHOOL DISTRICT is responsible for determining, on a case-by-case basis, if the requirements of a student's IEP can be met in the PROGRAM. The SCHOOL DISTRICT shall update the student's IEP to reflect the decision to enroll the student in the PROGRAM.
- F. Provided that the SCHOOL DISTRICT deems the alternative education placement appropriate for a student who is eligible for special education services, PROVIDER, as an independent contractor of the SCHOOL DISTRICT, shall implement the IEP of designated students under the supervision of the SCHOOL DISTRICT personnel, as defined in 34 CFR 300.23 (relating to Qualified Personnel), who have participated in the development of the student(s) IEP.
- G. If a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), PROVIDER will notify the SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services.

## **XV. IDENTIFICATION OF ELIGIBLE STUDENTS**

- A. In accordance with the provisions set forth in 24 P.S. Section 1901-C(5), the SCHOOL DISTRICT shall set forth its internal policies to identify those SCHOOL DISTRICT students who are eligible for the PROGRAM, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).
- B. Assurances that notice of the hearing shall precede placement in the PROGRAM. Where the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the student may be immediately removed from the regular educational curriculum with notice and a hearing to follow as soon as practicable.

## **XVI. EXEMPTION FROM STATUTORY REQUIREMENTS**

- A. PROVIDER, as an Act 48 Alternative Educational Services Provider, shall be exempt from all statutory requirements established in the School Code and from regulations of the School Board of Education, with the exception of those statutory requirements identified in 24 P.S. 1902-E(3).
- B. PROVIDER warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E(3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding PROVIDER'S operations as a private Act 48 Alternative Educational Services Provider.

## **XVII. HOLD HARMLESS PROVISION - INDEMNIFICATION**

- A. PROVIDER, as an independent contractor in respect to its performance under this Agreement, confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from any legal challenge(s) regarding the PROGRAM, and/or the actions of PROVIDER as the Private Alternative Education Provider. The SCHOOL DISTRICT and the Board of School Directors shall not be liable for any activity or operation related to PROVIDER.
- B. PROVIDER hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delay or default which cannot reasonably be foreseen or provided against.
- C. PROVIDER and SCHOOL DISTRICT agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the PROVIDER Board of Directors, Officers, and SCHOOL DISTRICT Administrators, Board Members as follows:
  - 1. To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the SCHOOL DISTRICT fails to fulfill any terms, covenant or condition of this Agreement, the SCHOOL DISTRICT agrees to hold PROVIDER harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees;
  - 2. To the extent that any claim of negligence is asserted by a third party regarding PROVIDER failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing the SCHOOL DISTRICT to be a Defendant in litigation by a third party, PROVIDER agrees to hold the SCHOOL DISTRICT harmless and indemnify the SCHOOL DISTRICT including costs and attorneys fees.

## **XVIII. INSURANCE**

- A. PROVIDER shall, at its sole cost and expense, procure and maintain in full force and effect, liability insurance for its employees and the PROGRAM. Liability insurance shall carry an Aggregate Limit

in an amount equal to or greater than \$1,000,000 and \$1,000,000 per occurrence.

- B. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the Commonwealth of Pennsylvania.
- C. In addition to the liability insurance coverage, PROVIDER agrees to provide, and maintain at all times during the term of this Agreement, worker's compensation insurance.
- D. In addition to the insurance coverage specified above, PROVIDER shall obtain any other insurance coverage as may be required by law.
- E. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, a true and correct copy of liability coverages.

#### **XIX. INSOLVENCY OF SCHOOL DISTRICT**

If SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of PROVIDER and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to PROVIDER within ten (10) calendar days. If said payment is not received, all SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at PROVIDER and said records shall be forwarded by PROVIDER to the SCHOOL DISTRICT. If said payment is received, the matriculated SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

#### **XX. CONFIDENTIALITY**

PROVIDER and the SCHOOL DISTRICT, their agents and employees shall perform their respective obligations under this agreement in such a manner as to insure HIPAA compliance with respect to records, names, and identities of persons referred to the PROGRAM, shall remain confidential, except as disclosure is permitted by law or as required for fulfillment of the terms of this Agreement.

#### **XXI. TERMINATION**

- A. If either party fails to fulfill in a timely or proper manner its obligations under this Agreement, or if either party violates any of the covenants or stipulations of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. PROVIDER agrees that the SCHOOL DISTRICT retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by PROVIDER.
- C. SCHOOL DISTRICT agrees that PROVIDER retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by SCHOOL DISTRICT for any of the following reasons:
  - 1. One or more material violations of this Agreement;
  - 2. Failure to timely comply with PROVIDER'S requests for information regarding any matriculated students, or failure to comply with PROVIDER staff regarding matriculation procedures set forth

herein;

3. Failure to make any payment required hereunder or pay any PROVIDER invoice when due;
4. Violations of any provisions in Act 48 of the Pennsylvania School Code;
5. Violations of any provisions of state or federal law from which the SCHOOL DISTRICT has been exempted; the SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud.

D. All contractual matters relating to the provision of the service by PROVIDER shall, upon termination by either party, be settled within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by PROVIDER to the SCHOOL DISTRICT.

## **XXII. ASSIGNMENT**

PROVIDER agrees that this Agreement may not be assigned or transferred by PROVIDER or SCHOOL DISTRICT and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the SCHOOL DISTRICT.

## **XXIII. COMPLIANCE**

PROVIDER agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government.

## **XXIV. SEPARABILITY**

PROVIDER agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

## **XXV. NON-DISCRIMINATION CLAUSE**

Both parties agree to abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to PROVIDER'S right to receive waivers from the same or PROVIDER'S rights of noncompliance as set forth in Act 48 or other legal standard.

## **XXVI. ANNUAL REPORT**

The SCHOOL DISTRICT must submit to the Pennsylvania Department of Education (PDE), by the PDE requested due date, an alternative education end-of-year report that is required by PDE to comply with Section 1903-C.

The SCHOOL DISTRICT shall notify PROVIDER at the beginning of the Agreement Term if PROVIDER will be needed to assist the SCHOOL DISTRICT with part of the Pennsylvania Department of Education on-line end-of-year report. PROVIDER shall comply with the SCHOOL DISTRICT request and comply with the PDE required due date.

## **XXVII. JURISDICTION AND VENUE**

PROVIDER and SCHOOL DISTRICT agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Middle District of Pennsylvania or the Court of Common Pleas of Northumberland County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums.

## **XXVIII. MISCELLANEOUS**

- A. This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes.
- B. All notices or requests, as outlined in this Agreement, shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the addresses set forth in the Agreement.

## **XXIX. MODIFICATION**

Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when reduced to writing, duly signed by the parties of this Agreement, and attached to the original of the Agreement.

## **XXX. ENTIRE AGREEMENT**

This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

## **XXXI. PAYMENT POLICY**

SCHOOL DISTRICT shall compensate PROVIDER for the Program services rendered to Students, as follows:

- A. The SCHOOL DISTRICT shall provide PROVIDER with an administrative letter authorizing the placement of each student pursuant to this agreement.
- B. All invoices will be mailed by PROVIDER before the 10th calendar day of each month for services rendered in the preceding month.
- C. Payment is preferred within 30 days of date of invoice; however, 60 days is allotted for payment receipt with a 1% late charge assessed.
- D. The Alternative Education Program calendar will be operated in accordance with the public school calendar for the district within which the PROVIDER site is located. (e.g., The PROVIDER Bloomsburg site will operate in accordance with the Bloomsburg Area School District calendar).
- E. Payment will be made to Provider, and invoices from the Provider will be based upon the number of days students of the School District placed with Provider are reported to PDE in membership with the School District.

- F. Authorized absences, trancies and unexcused absences lasting five (5) days or less will be billed in accordance with the standard charge. This permits the PROVIDER staff the opportunity to locate missing students, contact families and authorities. It also assures the placement of the student upon return.
- G. Absences lasting beyond the five-day limit will be billed in accordance with the request of the SCHOOL DISTRICT. PROVIDER staff will contact the appropriate SCHOOL DISTRICT representative before the end of the five days to determine the course of action. Return placement for absentee students and all subsequent PROVIDER staff services beyond five days WILL NOT continue unless the referring agency is willing to guarantee payment for all days missed by the student up to the time of the student's return or appropriate withdrawal from the PROVIDER program.
  
- H. PROVIDER shall forward **Attachment A**, School Year 2012-2013 Payment Schedule, no later than August 3, 2012. At which time, Attachment A shall be duly signed by both parties and attached to the original of this Agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding.

ATTEST:

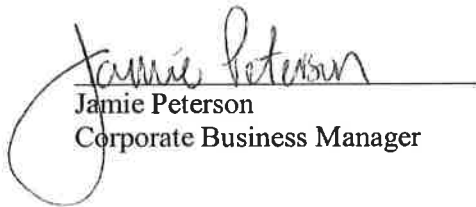
**East Stroudsburg Area School District**

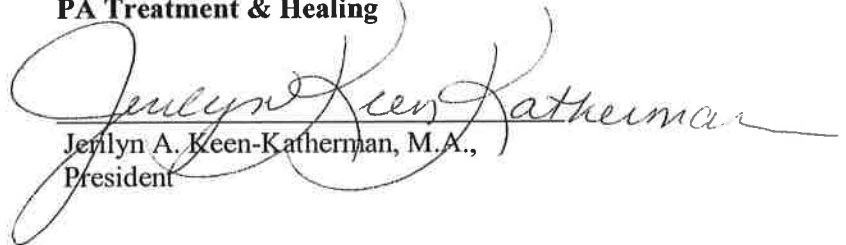
  
 Secretary

\_\_\_\_\_  
 Authorized Signature / Title

ATTEST:

**PA Treatment & Healing**

  
 Jamie Peterson  
 Corporate Business Manager

  
 Jerilyn A. Keen-Katherman, M.A.,  
 President

**2012-2013 AGREEMENT FOR SERVICES ADDENDUM**

Approved Private Provider: **PA Treatment & Healing (PATH)**  
Public School District: **East Stroudsburg Area School District**

This ADDENDUM is effective for the 2012-2013 school year by and between PA Treatment & Healing, an Act 48 Approved Private Provider, and the above referenced Public School District.

NOW THEREFORE, this Addendum, Labeled ATTACHMENT A, shall be included with the original agreement, as referenced in the applicable Section XXXI, PAYMENT POLICY.

PROVIDER shall assess per diem rates as follows:

| <b>PATH CENTER</b>      | <b>Days of instruction are in accordance with the following public school calendar:</b> | <b>2012-2013 DAILY TUITION RATE</b> |
|-------------------------|---|-------------------------------------|
| <b>East Stroudsburg</b> | <b>East Stroudsburg Area School District</b>  | <b>\$71.58</b>                      |

JUN 28 2012

**REQUEST FOR CONSULTANT/CONTRACTED SERVICES**

**1. Initiator: Complete this section.**

Name of Consultant: Schaf's Video Productions # 13803  
 Address: 829 N. 30th St., Allentown PA 18104  
 Function or purpose of service (be specific): Game Videography, Scrimmages and games  
 Location of service: HS-South Memorial Stadium  
 Time period - from 8/18 (begin date) to: 11/24/12 (end date)  
 \$ 600.00 @ \$ \_\_\_\_\_ = \$ 600.00 plus expenses?  
 Total days/hours/other \_\_\_\_\_ daily/hourly/other rate 300 Total Contract  yes  no  
 Charge to Account Number: 10 - 3209 - ~~0000~~ - 000 - 30 - 31 - 61  
 Signatures — Initiator: Mark A. [Signature] Date: 6/21/12

**2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.**

*I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.*

[Signature] Federal ID# or Social Security # \_\_\_\_\_ Date: 6/23/12

**NOTE: Upon completion of service send an Invoice to the Business Office for payment.**

**STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.**

3. Assistant Superintendent for Curriculum: [Signature] Date: 6/28/12

4. APPROVALS: Board of Education — Date: \_\_\_ / \_\_\_ / \_\_\_ Purchase Order # \_\_\_\_\_  
 Superintendent: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

5. Initiator:  
 Comments on Services: \_\_\_\_\_  
 \_\_\_\_\_  
 The Business Office is hereby authorized to pay \$ \_\_\_\_\_ for services rendered.  
 Initiator: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

*The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status.*



**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
 PO Box 298, 321 North Courtland Street  
 East Stroudsburg, PA 18301  
 (570) 424-8500

**REQUEST FOR CONSULTANT/CONTRACTED SERVICES**

**1. Initiator: Complete this section.**

Name of Consultant: Suburban EMS # 14793  
 Address: 3231 Freemansburg Ave, Palmer PA 18043  
 Function or purpose of service (be specific): Stand-by ambulance coverage for  
designated varsity home/District playoffs football games at High  
 Location of service: School South High School South  
 Time period - from 8/18/12 to: 11/2/12  
 (begin date) (end date)  
7 games @ \$ 45.00 per hour = \$ 945.00 plus expenses?  
 Total days/hours/other daily/hourly/other rate Total Contract  yes  no  
 Charge to Account Number: 10 - 3200 - 300 - 000 - 30 - 31 - 68  
 Signatures — Initiator: [Signature] Date: 6/28/12

**2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.**

*I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.*

[Signature] Federal ID# or Social Security # 7110112 Date 7/10/12

**NOTE: Upon completion of service send an Invoice to the Business Office for payment.**

**STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.**

**3. Assistant Superintendent for Curriculum:** [Signature] Date: 7/11/12

**4. APPROVALS: Board of Education — Date:**    /   /    Purchase Order #    

Superintendent:     Date:    /   /   

**5. Initiator:**  
 Comments on Services:    

The Business Office is hereby authorized to pay \$     for services rendered.

Initiator:     Date:    /   /



TOTAL P. 003

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
 PO Box 298, 321 North Courtland Street  
 East Stroudsburg, PA 18301  
 (570) 424-8500

**REQUEST FOR CONSULTANT/CONTRACTED SERVICES**

**1. Initiator: Complete this section.**

Name of Consultant: Suburban EMS # 14793

Address: 3231 Freemansburg Ave, Palmer PA 18043

Function or purpose of service (be specific): Stand-by ambulance coverage for designated Intermediate Home football games at J.T. Lambert School

Location of service: J.T. Lambert Intermediate School

Time period - from 9/12/12 to: 11/7/12  
(begin date) (end date)

8 games @ \$ 45.00 per hour = \$ 1,080 plus expenses?  
Total days/hours/other daily/hourly/other rate Total Contract  yes  no

Charge to Account Number: 10 - 3200 - 300 - 000 - 30 - 32 - 68

Signatures — Initiator: [Signature] Date: 6/28/12

**2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.**

*I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.*

[Signature] Federal ID# or Social Security # \_\_\_\_\_ Date: 7/10/12

**NOTE: Upon completion of service send an Invoice to the Business Office for payment.**

**STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.**

3. Assistant Superintendent for Curriculum: [Signature] Date: 7/11/12

4. APPROVALS: Board of Education — Date:     /     /     Purchase Order # \_\_\_\_\_

Superintendent: \_\_\_\_\_ Date:     /     /    

5. Initiator:  
 Comments on Services: \_\_\_\_\_

The Business Office is hereby authorized to pay \$ \_\_\_\_\_ for services rendered.  
 Initiator: \_\_\_\_\_ Date:     /     /

## ATHLETIC TRAINING

### AFFILIATION AGREEMENT FOR GRADUATE ASSISTANT AND USE OF A FACILITY AS AN INTERNSHIP SITE

**THIS AGREEMENT**, is made \_\_\_\_\_ 2012, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and East Stroudsburg Area School District - J. T. Lambert Intermediate School (hereinafter " East Stroudsburg Area School District - J. T. Lambert Intermediate School"). The parties intend to be legally bound by the following terms.

#### **I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified graduate assistant or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by East Stroudsburg Area School District - J. T. Lambert Intermediate School. The selected student will be an individual who is certified by the Board of Certification for Athletic Training, or who is eligible for licensure as an athletic trainer. The individual will work with the athletic program at East Stroudsburg Area School District - J. T. Lambert Intermediate School under the supervision of a faculty member from the Athletic Training Education Program at ESU. Dr. Gerard Rozea, Graduate Coordinator will select the student to be recommended to the Dean of the Graduate School for placement with East Stroudsburg Area School District - J. T. Lambert Intermediate School. The job description will be developed by the Athletic Director and Head Athletic Trainer at East Stroudsburg Area School District - J. T. Lambert Intermediate School in conjunction with Dr. Rozea from ESU.
- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement.* The student will work for East Stroudsburg Area School District - J. T. Lambert Intermediate School 20 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons.
- d. *Payment.* The University will pay the student's tuition (Summer I, Fall, Spring, and Summer II) at the prevailing in-state rate. Furthermore, the University will also cover the graduate assistantship/residency stipend for Summer I (60 hours), Fall (300 hours), Spring (300 hours), and summer II (60 hours)\* following reimbursement from East

Stroudsburg Area School District - J. T. Lambert Intermediate School which shall be \$19,055.00 or the prevailing rate.

- e. *Submission of Name of Candidate.* The University shall submit the name of the student to East Stroudsburg Area School District - J. T. Lambert Intermediate School or a designated representative at least 3 weeks prior to the practicum assignment.
- f. *Advising Student 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 East Stroudsburg Area School District - J. T. Lambert Intermediate School and should the student fail to abide by any policy/or procedure, he or she may be expelled from East Stroudsburg Area School District - J. T. Lambert Intermediate School program. If necessary, the termination of the student from the Graduate Assistant Program will be done according to the policies and procedures of the University. The student will be under the direct supervision of East Stroudsburg Area School District - J. T. Lambert Intermediate School and Dr. Gerard Rozea, or his designee, of the University.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania licensed athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

East Stroudsburg Area School District - J. T. Lambert Intermediate School understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, *et seq.*

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to East Stroudsburg Area School District - J. T. Lambert Intermediate School all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

**II. DUTIES AND RESPONSIBILITIES OF EAST STROUDSBURG AREA SCHOOL DISTRICT - J. T. LAMBERT INTERMEDIATE SCHOOL**

- a. *Establishment of Assistantship or Residency.* East Stroudsburg Area School District - J. T. Lambert Intermediate School authorizes the use of its facilities as may be agreed upon by East Stroudsburg Area School District - J. T. Lambert Intermediate School and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University.
- b. *Policies of East Stroudsburg Area School District - J. T. Lambert Intermediate School.* The University will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. East Stroudsburg Area School District - J. T. Lambert Intermediate School will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* East Stroudsburg Area School District - J. T. Lambert Intermediate School will have sole authority and control over all aspects of student services. East Stroudsburg Area School District - J. T. Lambert Intermediate School will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* East Stroudsburg Area School District - J. T. Lambert Intermediate School shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, East Stroudsburg Area School District - J. T. Lambert Intermediate School should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* East Stroudsburg Area School District - J. T. Lambert Intermediate School shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* East Stroudsburg Area School District - J. T. Lambert Intermediate School shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will enroll in applicable internships at the University and be supervised by a faculty athletic trainer who is in good standing with the Board of Certification for athletic trainers.
- g. *Reporting of Student Progress.* East Stroudsburg Area School District - J. T. Lambert Intermediate School shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and East Stroudsburg Area School District - J. T. Lambert Intermediate School.

- h. *Student Records.* East Stroudsburg Area School District - J. T. Lambert Intermediate School 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 the Agreement.
- i. *Payment.* East Stroudsburg Area School District - J. T. Lambert Intermediate School will pay the University a total of \$19,055.00 (or the prevailing rate) for the services of the student and the supervision provided by the University according to the following: East Stroudsburg Area School District - J. T. Lambert Intermediate School will make two equal payments upon receipt of invoices from the University. These invoices will be sent approximately November 15 and March 15. This amount will cover the student's tuition\*\*, stipend/graduate scholarship, social security and workman's compensation (limits on credits apply).
- j. The maximum amount for this Graduate Assistantship/Residency Contract will not exceed: **\$19,055.00.**

*\*Additional time includes those times when ESU is not in session and the East Stroudsburg Area School District – J. T. Lambert Intermediate School is engaged in interscholastic sports practices and games (e.g. ESU Winter and Spring Breaks, the extended period of time after the conclusion of ESU's Spring Semester when high school spring seasons are still in the regular or postseason, high school fall sports preseason practices and scrimmages, and any regular season games and practices.*

*\*\*Reimbursement for Tuition rates are estimates only. A small increase in tuition rates should be anticipated. The Pennsylvania State System of Higher Education Board of Governors will set the tuition rates by July 2012. All invoices will reflect the prevailing tuition rates.*

### **III. MUTUAL TERMS AND CONDITIONS**

- a. *Number of Participating Students.* The parties mutually agree that one student shall be assigned to East Stroudsburg Area School District - J. T. Lambert Intermediate School for this assistantship or residency.
- b. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution. This Agreement may not exceed a period of five years.
- c. *Termination of Agreement.* The University or East Stroudsburg Area School District - J. T. Lambert Intermediate School may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should East Stroudsburg Area School District - J. T. Lambert Intermediate School terminate this Agreement prior to the completion of an

academic semester for other than a breach, the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.

- d. *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.
- e. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in 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, employment or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral 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.

Authorized Signature:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
ESSD – J. T. Lambert

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. John M. Hauth  
Athletic Training Department, ESU

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Gerard D. Rozea  
Athletic Training Department, ESU

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Van A. Reidhead  
Provost and Vice President for Academic Affairs, ESU

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
University Legal Counsel (ESU)

\_\_\_\_\_  
Date

Addendum

**Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown**  
East Stroudsburg Area School District – East Stroudsburg University of Pennsylvania

This document is provided as an addendum to the proposed **Affiliation Agreement** between the East Stroudsburg University of Pennsylvania (ESU) and the East Stroudsburg Area School District. Specifically, this document provides a breakdown of the reimbursement provided by East Stroudsburg Area School District to ESU for services provided through their Graduate Assistant – Graduate Athletic Training Education Program. This breakdown applies to both contracted Graduate Assistant Athletic Trainer positions in the District; John T. Lambert Intermediate School and Lehman Intermediate School.

Pursuant to agreement, the School District will reimburse the University for the services of the student and supervision provided by the University, up to the cost for a PA resident only, according to the following list of costs:

|   |  |
|---|--|
| Summer I – Fall I Tuition:                  | \$6,284.91 (Based on 11-12 Tuition Costs)  |
| Summer I – Fall I Stipend:                  | \$3,002.40 (Summer Pre-Season – Mid Winter Season)<br>(60 hours Pre-Season; 300 hours Fall – Winter) |
| Summer I – Fall I Workmen’s Compensation:   | \$ 10.51 (0.35% x 3002.40)   |
| Summer I – Fall I Social Security           | \$ 229.68 (7.65% x 3002.40)  |
| Summer I – Fall I Invoice Amount:           | <u>\$9,527.50</u>  |
| <hr/>                                       |  |
| Spring I –Summer II Tuition:                | \$6,007.41 (Based on 11-12 Tuition Costs)  |
| Spring I –Summer II Stipend                 | \$3,002.40 (Mid Winter Season – End of Spring: June 1)<br>(300 hours Spring; 60 hours Summer II)     |
| Spring I –Summer II Workmen’s Compensation: | \$ 10.51 (0.35% x 3002.40)   |
| Spring I –Summer II Social Security         | \$ 229.68 (7.65% x 3002.40)  |
| Spring I –Summer II Invoice Amount:         | <u>\$9,527.50</u>  |
| Total AY Invoice 2012 – 2013:               | <u>\$19,055.00</u>   |

**ATHLETIC TRAINING**

**AFFILIATION AGREEMENT FOR GRADUATE ASSISTANT  
AND USE OF A FACILITY AS AN INTERNSHIP SITE**

**THIS AGREEMENT**, is made \_\_\_\_\_ 2012, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and East Stroudsburg Area School District - Lehman Intermediate (hereinafter " East Stroudsburg Area School District - Lehman Intermediate"). The parties intend to be legally bound by the following terms.

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

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified graduate assistant or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by East Stroudsburg Area School District - Lehman Intermediate. The selected student will be an individual who is certified by the Board of Certification for Athletic Training, or who is eligible for licensure as an athletic trainer. The individual will work with the athletic program at East Stroudsburg Area School District - Lehman Intermediate under the supervision of a faculty member from the Athletic Training Education Program at ESU. Dr. Gerard Rozea, Graduate Coordinator will select the student to be recommended to the Dean of the Graduate School for placement with East Stroudsburg Area School District - Lehman Intermediate. The job description will be developed by the Athletic Director and Head Athletic Trainer at East Stroudsburg Area School District - Lehman Intermediate in conjunction with Dr. Rozea from ESU.
- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement.* The student will work for East Stroudsburg Area School District - Lehman Intermediate 20 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons.
- d. *Payment.* The University will pay the student's tuition (Summer I, Fall, Spring, and Summer II) at the prevailing in-state rate. Furthermore, the University will also cover the graduate assistantship/residency stipend for Summer I (60 hours), Fall (300 hours), Spring (300 hours), and summer II (60 hours)\* following reimbursement from East Stroudsburg Area School District - Lehman Intermediate which shall be \$19,055.00 or the prevailing rate.

- e. *Submission of Name of Candidate.* The University shall submit the name of the student to East Stroudsburg Area School District - Lehman Intermediate or a designated representative at least 3 weeks prior to the practicum assignment.
- f. *Advising Student 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 East Stroudsburg Area School District - Lehman Intermediate and should the student fail to abide by any policy/or procedure, he or she may be expelled from East Stroudsburg Area School District - Lehman Intermediate program. If necessary, the termination of the student from the Graduate Assistant Program will be done according to the policies and procedures of the University. The student will be under the direct supervision of East Stroudsburg Area School District - Lehman Intermediate and Dr. Gerard Rozea, or his designee, of the University.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania licensure athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

East Stroudsburg Area School District - Lehman Intermediate understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, *et seq.*

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to East Stroudsburg Area School District - Lehman Intermediate all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

**II. DUTIES AND RESPONSIBILITIES OF EAST STROUDSBURG AREA SCHOOL DISTRICT - LEHMAN INTERMEDIATE**

- a. *Establishment of Assistantship or Residency.* East Stroudsburg Area School District - Lehman Intermediate authorizes the use of its facilities as may be agreed upon by East Stroudsburg Area School District - Lehman Intermediate and the University as a

practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University.

- b. *Policies of East Stroudsburg Area School District - Lehman Intermediate.* The University will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. East Stroudsburg Area School District - Lehman Intermediate will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* East Stroudsburg Area School District - Lehman Intermediate will have sole authority and control over all aspects of student services. East Stroudsburg Area School District - Lehman Intermediate will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* East Stroudsburg Area School District - Lehman Intermediate shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, East Stroudsburg Area School District - Lehman Intermediate should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* East Stroudsburg Area School District - Lehman Intermediate shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* East Stroudsburg Area School District - Lehman Intermediate shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will enroll in applicable internships at the University and be supervised by a faculty athletic trainer who is in good standing with the Board of Certification for athletic trainers.
- g. *Reporting of Student Progress.* East Stroudsburg Area School District - Lehman Intermediate shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and East Stroudsburg Area School District - Lehman Intermediate.
- h. *Student Records.* East Stroudsburg Area School District - Lehman Intermediate 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 the Agreement.
- i. *Payment.* East Stroudsburg Area School District - Lehman Intermediate will pay the University a total of \$19,055.00 (or the prevailing rate) for the services of the student and the supervision provided by the University according to the following: East

Stroudsburg Area School District - Lehman Intermediate will make two equal payments upon receipt of invoices from the University. These invoices will be sent approximately November 15 and March 15. This amount will cover the student's tuition\*\*, stipend/graduate scholarship, social security and workman's compensation (limits on credits apply).

- j. The maximum amount for this Graduate Assistantship/Residency Contract will not exceed: **\$19,055.00.**

*\*Additional time includes those times when ESU is not in session and the East Stroudsburg Area School District – Lehman Intermediate School is engaged in interscholastic sports practices and games (e.g. ESU Winter and Spring Breaks, the extended period of time after the conclusion of ESU's Spring Semester when high school spring seasons are still in the regular or postseason, high school fall sports preseason practices and scrimmages, and any regular season games and practices.*

*\*\*Reimbursement for Tuition rates are estimates only. A small increase in tuition rates should be anticipated. The Pennsylvania State System of Higher Education Board of Governors will set the tuition rates by July 2012. All invoices will reflect the prevailing tuition rates.*

### III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that one student shall be assigned to East Stroudsburg Area School District - Lehman Intermediate for this assistantship or residency.
- b. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution. This Agreement may not exceed a period of five years.
- c. *Termination of Agreement.* The University or East Stroudsburg Area School District - Lehman Intermediate may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should East Stroudsburg Area School District - Lehman Intermediate terminate this Agreement prior to the completion of an academic semester for other than a breach, the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.
- d. *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.

- e. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in 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, employment or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral 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.

Authorized Signature:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
ESSD – Lehman Intermediate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. John M. Hauth  
Athletic Training Department, ESU

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Gerard D. Rozea  
Athletic Training Department, ESU

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Van A. Reidhead  
Provost and Vice President for Academic Affairs, ESU

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
University Legal Counsel (ESU)

\_\_\_\_\_  
Date



Addendum

**Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown**  
 East Stroudsburg Area School District – East Stroudsburg University of Pennsylvania

This document is provided as an addendum to the proposed **Affiliation Agreement** between the East Stroudsburg University of Pennsylvania (ESU) and the East Stroudsburg Area School District. Specifically, this document provides a breakdown of the reimbursement provided by East Stroudsburg Area School District to ESU for services provided through their Graduate Assistant – Graduate Athletic Training Education Program. This breakdown applies to both contracted Graduate Assistant Athletic Trainer positions in the District; John T. Lambert Intermediate School and Lehman Intermediate School.

Pursuant to agreement, the School District will reimburse the University for the services of the student and supervision provided by the University, up to the cost for a PA resident only, according to the following list of costs:

|   |  |
|---|--|
| Summer I – Fall I Tuition:                  | \$6,284.91 (Based on 11-12 Tuition Costs)  |
| Summer I – Fall I Stipend:                  | \$3,002.40 (Summer Pre-Season – Mid Winter Season)<br>(60 hours Pre-Season; 300 hours Fall – Winter) |
| Summer I – Fall I Workmen’s Compensation:   | \$ 10.51 (0.35% x 3002.40)   |
| Summer I – Fall I Social Security           | \$ 229.68 (7.65% x 3002.40)  |
| <b>Summer I – Fall I Invoice Amount:</b>    | <b>\$9,527.50</b>  |
| <hr/>                                       |  |
| Spring I –Summer II Tuition:                | \$6,007.41 (Based on 11-12 Tuition Costs)  |
| Spring I –Summer II Stipend                 | \$3,002.40 (Mid Winter Season – End of Spring: June I)<br>(300 hours Spring; 60 hours Summer II)     |
| Spring I –Summer II Workmen’s Compensation: | \$ 10.51 (0.35% x 3002.40)   |
| Spring I –Summer II Social Security         | \$ 229.68 (7.65% x 3002.40)  |
| <b>Spring I –Summer II Invoice Amount:</b>  | <b>\$9,527.50</b>  |
| <b>Total AY Invoice 2012 – 2013:</b>        | <b>\$19,055.00</b>   |

SERVICE AGREEMENT BETWEEN  
YOUTH ADVOCATE PROGRAMS, INC.  
AND  
EAST STROUDSBURG AREA SCHOOL DISTRICT

FOR SERVICES RELATED TO THE SCHOOL BASED BEHAVIORAL HEALTH  
GRANT

AGREEMENT

This Agreement (hereinafter "Agreement") between Youth Advocate Programs, Inc. (hereinafter "YAP"), of 2007 North Third Street, Harrisburg, PA 17102, and the East Stroudsburg Area School district (hereinafter "the School District"), of 50 Vine Street, East Stroudsburg, PA 18301, is effective as of September 1, 2012 and ends June 30, 2013.

IN CONSIDERATION of the following mutual promises, and intending to be legally bound hereby, the parties agree as follows:

10 YAP's Responsibilities

YAP will provide services as agreed to by both parties for a program at the School District related to the School Based Behavioral Health Grant and the Family Advocacy for Mental Health and Education Program.. Specifically, YAP will provide individuals to the school district as described in Attachment "A" - Description of Services, attached hereto and incorporated herein. The parties agree that the individuals described in Attachment "A" will complete all necessary paperwork related to ACCESS to enable the school district to accurately bill for services to obtain grant funds. Further responsibilities of YAP and employees of YAP will be as the parties agree based upon needs under the SBBH grant and FAME program.

2.0 School District's Responsibilities

YAP shall bill, on a monthly basis, the School District, and the School District shall pay, \$6,984.10 for each month in which services are performed as stated in Paragraph 1.0 and Attachment A. Payments shall be made payable to Youth Advocate Programs, Inc., at P.O. Box 950, Harrisburg, PA 17108. The total payments under this Agreement to the School District for the current term shall not exceed \$69,841.00.

30 General Terms and Conditions

3.01 Insurance. Yap will maintain all necessary and appropriate liability insurance which is ordinarily maintained in the course of business in which YAP participates. Proof of coverage will be provided to the School District upon request.

3.02 Independent Contractor Status of YAP. In fulfilling its obligations under this Agreement, YAP shall be an independent contractor for all purposes and not an

employee or agent of the School District. YAP hereby certifies that it is a private, independent corporation that will exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. YAP shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state and municipal laws, regulations and orders. By this Agreement, YAP intends to be an independent contractor in relationship to the School District. Consequently, neither YAP nor any employee, volunteer, contractor or agent of YAP will be considered an employee, volunteer, contractor or agent of the School District at any time, under any circumstances, or for any purpose. Neither the School District nor YAP is the agent of the other, and nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.

3.03 Indemnity. YAP shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorneys fees and litigation costs and expenses) with respect to or arising out of YAP's operations, any activity under the control or sponsorship of YAP and/or any action or inaction by YAP, its officials, employees, agents, contractors or volunteers in connection to any of its obligations under this Agreement or any of the students or relatives of students being served by YAP and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorneys fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision is to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers and employees are expressly considered to be third party beneficiaries with respect to this provision. YAP shall be granted a credit for any amounts paid to or on behalf of the School District, its board members, officials, employees, volunteers, agents or attorneys by any insurer of YAP.

3.04 Termination and Renewal. This Agreement may be terminated as follows:

- (A) At any time by mutual agreement of the School District and YAP;
- (B) By the School District or YAP if the other party breaches this Agreement or otherwise fails to perform the contractual obligations;
- (C) By either party upon thirty days written notice to the other party, for any legitimate reason; or

(D) By the School District in the event:

(la) that YAP ceases to do business, or

(lb) YAP seeks protection of any nature from creditors;

This agreement will not automatically renew at the termination date. The agreement may be renewed on an annual basis upon mutual written agreement of both parties.

3.05 Remedies, Waiver of Rights. All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.

3.06 Severability. All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

3.07 No Assignment. This agreement may not be assigned or delegated in any way to any third party, and no rights or duties may be assigned or delegated to any third party, without the written consent of both parties.

3.08 Force Majeure. The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or government agency.

3.09 Counterparts. In the event that two or more counterparts of this Agreement are executed all such counterparts shall collectively constitute the same instrument.

3.10 Notices. All notices, requests and approvals required by this Agreement shall be: (A) given in writing; (B) addressed to the parties as indicated in this Agreement unless either party notifies the other of a change of address; and (C) deemed to have been given upon delivery thereof. Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.

3.11 Benefit. Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein. No other person, party, or organization shall be intended to be a third party beneficiary of this Agreement.

3.12 Waiver. One or more waivers of any representation, covenant, term or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term or condition. The consent or approval by any party to or any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.

3.13 Governing Law and Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules. Venue for any legal proceedings under this Agreement shall be in Monroe County, Pennsylvania.

3.14 Survival. All indemnity, hold harmless and defense provisions of this Agreement shall survive termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto, with the intention of being legally bound hereby, have caused this Agreement to be signed and sealed the day and year set forth below.

For the School District:

\_\_\_\_\_  
East Stroudsburg Area School District

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

For YAP.

\_\_\_\_\_  
Youth Advocate Program, Inc.

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

*Richard Stottlemeyer II*

*6/29/12*

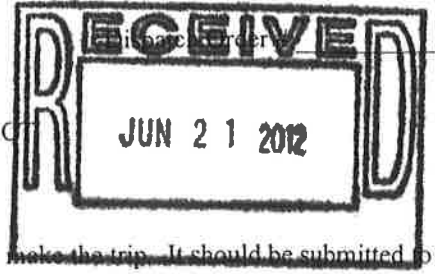
## **ATTACHMENT A DESCRIPTION OF SERVICES**

**Program Coordinator:** This Licensed Social Worker will train and supervise the LSW and oversee the Tier III interventions. The PC will help coordinate and staff the services being offered in the school, offer current materials on social skills interventions to be utilized in the groups and individually. The PC will guide the LSW in gathering data for pre/post interventions. The PC will provide Professional Development Mental Health trainings to school staff. The PC will act as a consultant and, or liaison between YAP and the ESASD as it pertains to the grant requirements.

**Therapist:** This Licensed Social Worker will coordinate all behavioral health services being offered in the school for Tier EI interventions, The LSW will provide individual and group therapy, provide intakes, implement truancy assessments as well as other MI-I assessments as they arise. Gather data for pre/post interventions. Fill out summary reports for grant duties. Partner with parents as per Family check-up Component, participate and link children and their families to community links as per community Links component, aide the district in transitioning students back to the district from Alternative Education Placements and provide professional development to all school staff as needed.

**Please Check One:**  
 Regular Day Trip  
 Extended Day Trip  
 Overnight Trip

RECEIVED JUN 19 2012



*Stand*

EAST STROUDSBURG AREA SCHOOL DISTRICT

FIELD TRIP REQUEST FORM

The top section of this form is to be completed by the staff member seeking permission to make the trip. It should be submitted to the building principal for approval at least thirty (30) days prior to the desired day trip date or sixty (60) days prior to an overnight trip. Buses and trips will be approved on a first-come, first-served basis. All field trips made during regular school days should be scheduled between 8:30 A.M. and 1:45 P.M. Drivers will be assigned by the Transportation Office. Do not request specific drivers.

SCHOOL East Stbg North GROUP Cheerleaders REQUESTOR Dawn Cartmear

DESTINATION Myrtle Beach, SC GRADE(S)/LEVEL(S) 9-12

DIRECTIONS TO DESTINATION OBTAINED (Please check)  YES  NO

DATE March 13, 2013 - March 18, 2013 PLACE OF DEPARTURE (Be Specific) Middle Smithfield Elementary

NUMBER OF STUDENTS MAKING TRIP 17 NUMBER OF SCHOOL BUSES NEEDED 0

BUS ARRIVAL TIME (For pre-departure preparation) N/A

BUS DEPARTURE TIME (After all pre-trip preparation is complete) N/A

RETURN TIME (When bus(es) arrive back at school for other duties) N/A

PURPOSE OF TRIP (Include relationship to present curriculum area being covered)  
Cheer Ltd. cheerleading National Competition

NUMBER OF CHAPERONES REQUIRED (See Board Policy No. 121) 3 \*

\* List must be submitted to the building principal at least two (2) weeks prior to the date of the trip.

PROJECTED COST OF TRIP:

|  |                                |
|--|--------------------------------|
| # of Substitutes _____ X # of Days _____ = | \$ _____                       |
| Transportation Costs (as is applicable)    | \$ _____                       |
| Admission/Registration Fees                | \$ _____                       |
| Miscellaneous (Please list) _____          | \$ _____                       |
| Grand Total                                | \$ <u>0</u> <u>Charter Bus</u> |

PROCEDURAL PLAN/RAIN DATE IN CASE OF POSTPONEMENT/CANCELLATION: \_\_\_\_\_

SIGNATURE -- Staff Member Making Request Dawn M. Cartmear DATE \_\_\_\_\_

SIGNATURE/APPROVAL -- Building Principal \_\_\_\_\_ DATE 5/7/12

SIGNATURE/APPROVAL -- Director of Athletics and Activities\* Mark A. B. DATE 6/15/12  
 \* As is applicable

BUS AVAILABILITY -- Transportation Office \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE -- Asst. Supt./Curriculum & Instruction Wendy Aug DATE 6/21/12

SIGNATURE -- Superintendent \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL BOARD POLICY—CODE OF STUDENT CONDUCT AND RELATED MATTERS

1. The Code of Conduct attached hereto shall be the Code of Student Conduct adopted by the Board of School Directors in accordance with 22 Pa. Code §12.3(c). This Code shall remain in effect from year-to-year unless amended or a new Code of Conduct is adopted and approved. It is the intent of the Board of School Directors that all rules pertaining to student rights, responsibilities and conduct shall be contained in the Code of Student Conduct.
2. To the extent that any of the terms and conditions contained in the Code of Student Conduct conflict with any specific and separate policy of the Board of School Directors, the terms and conditions of the Code of Student Conduct shall control.
3. The Code of Conduct contains provisions that are intended to fulfill mandates in specific laws that the Board adopt policy or rules pertaining to the subject matter addressed in the law. For this purpose, the Code of Conduct is intended to be and shall constitute policy of the Board of School Directors.
4. The Code of Student Conduct shall be published in accordance with the following terms and conditions:
  - a. The Code of Student Conduct shall be published on the School District's website in English and may be requested in any language as necessary; and
  - b. The Code of Student Conduct shall be printed each year in sufficient numbers: (i) to distribute to all students, teachers and administrators of the School District; and (ii) to have available in each classroom, school library, and central office of each school; and
  - c. Provisions that are not applicable to students attending particular schools may be excluded from the Code of Student Conduct printed and distributed to those students as the Superintendent shall determine.
5. It is the intention of the Board of School Directors to adopt a Code of Student Conduct every year no later than July 31 so that the administration shall have sufficient time to print the Code of Student Conduct for distribution at the start of the subsequent school year. However, nothing in this policy or in the Code of Student Conduct is intended to prohibit the amendment of the Code of Student Conduct at any other time and to publish any such amendments as may be appropriate.
6. To the extent that administrative regulations or protocols are necessary to effectively implement any provisions of the Code of Student Conduct, the Superintendent or his/her designee shall adopt and implement such administrative regulations or protocols.



7. To the extent that applicable law requires that any rules or policies pertaining to student rights, responsibilities or conduct be posted, distributed, or taught, the Superintendent or his/her designee shall ensure that such legal mandates are fulfilled.

**AGREEMENT FOR PARTICIPATION  
IN CHILD NUTRITION PROGRAMS BETWEEN SCHOOL DISTRICTS,  
AREA VO-TECHS AND INTERMEDIATE UNITS**

**SPONSOR'S**

**AGREEMENT**

**NAME:** Monroe Career & Technical Institute **NUMBER:** 1-20-450-3

The Sponsor is the agency that plans to claim reimbursement under the National School Lunch Program, School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program.

This Agreement, entered into this -15- day of July, by and between Monroe Career & Technical Institute (hereinafter called "sponsor") and the East Stroudsburg SD Agreement Number 1-20-45-200-3 (hereinafter called "school") is to provide students with services authorized by the National School Lunch Program, National School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program under Traditional Menu Planning Option.

The term of this Agreement shall be limited to the period between July 1, 2012 and June 30, 2013.

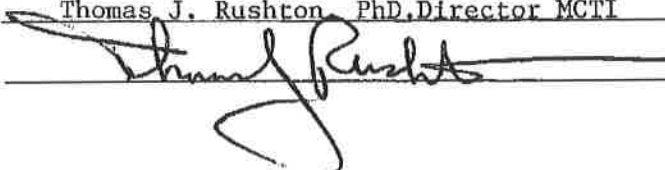
NOW, THEREFORE, THE SPONSOR AGREES TO ACCEPT THE RESPONSIBILITIES LISTED HEREIN FOR THESE STUDENTS.

1. The sponsor agrees to submit to the Pennsylvania Department of Education an Application, Policy Statement/Agreement in regards to the above listed programs.
2. The Sponsor will (check which one applies):
  - A. Agree to distribute Meal Benefit Applications for Free and Reduced Price Meals/Snacks/Milk to the parents of students attending classes. The sponsor agrees to verify the accuracy of the appropriate percentage of Meal Benefit Applications for Free and Reduced Price Meals/Snacks/Milk and to maintain records to document the results of verification as required by federal regulations.
  - B. Agree to obtain copies of Meal Benefit Applications for Free and Reduced Price Meals/Snacks/Milk from the home school and review to determine if the correct category of eligibility is indicated.
3. The sponsor agrees to designate an "Approving Official" to review and approve/deny Meal Benefit Applications for Free and Reduced Price Meals/Snacks/Milk. The sponsor will also designate a "Hearing Official" to establish and use a fair hearing procedure for appeals on the decision of the "Approving Official."
4. The sponsor agrees to count the number of paid, free and reduced price meals/snacks/milk served to these students at the point of service.
5. The sponsor agrees to ensure that meals/snacks claimed for reimbursement contain all of the foods required for a reimbursable meal.
6. The sponsor agrees to submit a monthly claim for reimbursement to the Department of Education in accordance with the appropriate federal regulations.
7. The sponsor agrees to accept fiscal responsibility for the program(s) and return to the Department of Education any amount not properly earned by the sponsor as determined by a review or audit.
8. The sponsor and the school agree to comply with all federal and state regulations governing the administration of the program(s).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, on the dates noted below.

Please sign in BLUE ink.

FOR THE SPONSOR BY: Monroe Career & Technical Institute DATE 11/14/12

Typed Name and Title: Thomas J. Rushton, PhD, Director MCTI  


FOR THE SCHOOL BY: East Stroudsburg Area School District DATE \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_  
\_\_\_\_\_



TO: Secretary, Board of School Directors  
Executive Directors, Intermediate Units  
Directors, Vocational-Technical Schools  
Other PSBA Member Entities

FROM: Beth Winters *B. Winters*  
Assistant Executive Director  
Governmental and Member Relations

SUBJECT: Selection of Voting Delegates for the  
PSBA Legislative Policy Council Meeting

DATE: June 29, 2012

Your school board is invited to appoint voting delegates to participate in the PSBA Legislative Policy Council meeting to be held on Thursday, Oct. 18, 2012 during the School Leadership Conference in Hershey. The delegates will debate and vote on items to be included in the association's 2013 Legislative Platform. The platform that is adopted will reflect the majority of those school boards present and voting at the meeting. Will your board be represented?

Each PSBA-member entity is entitled to have at least one voting delegate at the meeting. Under the association's bylaws:

- First class school districts may have four voting delegates on the council.
- Second class districts may have three voting delegates.
- Third class districts may have two voting delegates.
- Fourth class districts, intermediate units, vocational-technical schools and other PSBA member entities may have one voting delegate.
- No representative may be appointed by or represent more than one member entity.

Only board members and board secretaries are eligible to serve as voting delegates. The bylaws also require that all voting delegates be registered for the conference and that the school entities have paid their current year dues to the association. **At this time, we are asking your board to choose its voting delegate(s) and return the enclosed response form to PSBA with the names of those individuals by July 30, if possible.** Please make sure that the selection of voting delegates is on the agenda at your board's next meeting. If you cannot meet the response deadline due to the scheduling of your next meeting, please return the form to PSBA as soon as possible.

**In early September, PSBA will be sending the voting delegate cards and other materials necessary for the meeting directly to the named delegates.**

If you have any questions about the Legislative Policy Council meeting or the appointment of voting delegates, please contact Cindy Eckerd by telephone at (800) 932-0588 or (717) 506-2450, ext. 3319; or email at [cindy.eckerd@psba.org](mailto:cindy.eckerd@psba.org).

# PSBA 2012 LEGISLATIVE POLICY COUNCIL

## VOTING DELEGATE RESPONSE FORM

The PSBA Bylaws authorize school districts of the **second class** to appoint **three voting delegates** to the 2012 Legislative Policy Council. This year's meeting will be held on Thursday, Oct. 18, 2012, during the School Leadership Conference.

**Please check one and return to PSBA:**

Our district will **NOT** be sending any Voting Delegates to the meeting.

Our district **will be represented** at the meeting.

Name of school district \_\_\_\_\_

### PLEASE PRINT ALL INFORMATION

1. Name of Voting Delegate \_\_\_\_\_

Preferred mailing address of delegate: Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. Name of Voting Delegate \_\_\_\_\_

Preferred mailing address of delegate: Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. Name of Voting Delegate \_\_\_\_\_

Preferred mailing address of delegate: Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name of board secretary \_\_\_\_\_

Signature of board secretary \_\_\_\_\_

Telephone of board secretary \_\_\_\_\_

*Note: Voting delegates must be registered for the conference.* Registrations can be made through the PSBA Web site at [www.psba.org](http://www.psba.org).

### RETURN BY JULY 30 TO:

Cindy Eckerd, Legislative Information Director

Pennsylvania School Boards Association

P.O. Box 2042

Mechanicsburg, PA 17055

Or Fax -- (717) 506-2476

*Your prompt response is very important*

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

**Business Office**

50 Vine Street

East Stroudsburg, Pennsylvania 18301

**REQUEST FOR PROPOSAL  
(RFP )**

SNOW PLOW PROPOSAL

2012-2013 SCHOOL YEAR  
WITH AN OPTION TO EXTEND FOR ONE YEAR 2013/2014

**RFP**

Submission Date:

September 5, 2012

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
**Business Office**  
**50 Vine Street**  
**East Stroudsburg, Pennsylvania 18301**

**REQUEST FOR PROPOSAL**

**SNOW PLOW SERVICES**  
**RFP**

**Purpose**

The East Stroudsburg Area School District is seeking proposals from qualified respondents for Snow Plow Services

**Scope of Work**

The East Stroudsburg Area School District requests proposals for snow plowing, snow removal, cindering and salting of the districts entrances, parking lots, roads and driveways for the 2012/2013 school year with an option to extend the awarded services for an additional 2013/2014 school year.

**The services are to be performed at eight locations with the ability to submit a proposal on one or more of the following locations:**

- Administration Center/ High School South Campus/ Maintenance Garage
- J.M. Hill Elementary School
- Smithfield Elementary School
- Middle Smithfield Elementary School
- J.T. Lambert Intermediate School / South Bus Garage
- Resica Elementary School
- High School North/ Lehman Intermediate/ Bushkill Elementary School/ North Bus Garage/ Water Tower Access Road/ Sewage Treatment Plant Road
- East Stroudsburg Elementary School

**Contract Period**

The term of the contract shall be for one year period consisting of the 2012-2013 school year beginning July 1, 2012 through June 30, 2013 with an option to extend the awarded services for the additional 2013/2014 school years.

**Submission of RFP Package**

All proposals shall be mailed or delivered to the Business Manager, East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA. 18301, in a **sealed envelope** that is clearly marked "SNOW PLOW PROPOSAL RFP"

## Submission Deadline

The Business Manager must receive all proposals no later than 1:00 p.m. Wednesday, September 5, 2012 at which time they will be opened and read. Proposals are tentatively scheduled for award at the School Board meeting on Monday, September 17, 2012. A mandatory pre-proposal meeting with all prospective proposers will be held to review the scope of work, on Wednesday, August 22, 2012 at 11:00 AM at the Carl T. Secor Administration Center.

## Award of Contract

Competency and responsibility of the persons or firms submitting proposals, including the ability to complete the contract within the time specified, will be considered in making the award, (See Financial Statements below). The East Stroudsburg Area School District reserves the rights to reject any and all proposals, to waive technicalities, irregularities or informalities in its best interest, and/or to further negotiate with any person or firm submitting a proposal. Prices submitted in the proposal may not be unilaterally altered or changed by the person or firm submitting the proposal and the school district shall have up to 90 days from the opening of proposals to award a contract at the prices submitted in the proposal or as otherwise agreed upon. **ONLY PROPOSALS SUBMITTED ON THE PROPOSAL FORM THAT IS INCLUDED WITH THESE SPECIFICATIONS WILL BE ACCEPTED.** That form requests a proposal to perform all of the work detailed in the specifications.

## **FINANCIAL STATEMENTS – BUSINESS HISTORY – QUALIFICATIONS OF PROPOSER:**

Before awarding a contract, the school district reserves the right to require the apparent low proposer to qualify himself/itself to be responsible by submitting to the school district, a current certified financial report showing the assets, liabilities, and net worth of the proposer; a listing of school districts with whom the proposer has provided similar products or services; the number of employees in the organization; and the length of time the organization has been in business under the present name. Failure to provide such information, if requested, will disqualify the person or organization as a proposer.

## Documents To Be Submitted

1. Completed Proposal Form
2. Proposers Statement of Qualifications
3. Non-Collusion Affidavit
4. Certificate of Insurance Coverage
5. Completed W-9
6. A \$1,000.00 Bid Bond or Certified check

## Indemnity



The successful contractor will assume the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise and to the property, growing out of or resulting from the contract as herein set forth and provided for, and for any and all damages and/or injuries of any kind which shall occur in connection therewith and said contractor agrees to indemnify, defend and save harmless the school district, its agents, servants, and employees from and against any and all loss, expenses (including legal fees and disbursements), damages, and/or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for and, including by the way of example and not by way of limitation, any losses, expenses, (including legal fees and disbursements), damages, or injuries occurring in connection with the execution of the work herein provided for and including by the way of example and not by way of limitation, any losses, expenses, (including legal fees and disbursements), damages, or injuries occurring in connection with, or resulting from the use by the contractor, its agents or employees, of any equipment, stock, appliance, implements, by or assigned to the aforesaid school district arising under any law whatever, which may be in effect in the locality in which the work is situated or otherwise.

### **Insurance Coverage**

The contractor shall purchase and maintain throughout the period of the contract the insurance listed below and, shall require all subcontractors to obtain the same types and Coverage; and, shall provide evidence of such by submitting certificates of insurance to the school district within 10 days of receipt of notice of the District's intention to accept his / its proposal:

1. Commercial General Liability Insurance: Coverage to include products and/or completed operations subject to a minimum combined limit for bodily injury and/or property damage of \$ 1,000,000.00 each occurrence; \$ 2,000,000.00 general aggregate. The coverage shall not exclude snow or ice removal, and this should be included on the insurance certificate.
2. Automobile Liability: Coverage shall be subject to minimum combined limit for bodily injury and/or property damage of \$ 1,000,000.00.
3. Umbrella/Excess: Umbrella/Excess shall have at least a \$ 3,000,000 limit. The Umbrella shall cover general Liability, Automobile, and Workers Compensation.
4. East Stroudsburg Area School District must be listed as an additional insured.

### **General Conditions**

1. All insurance certificates will contain a thirty (30) day actual notice of cancellation, and this should be included on the insurance certificate.
2. It is the obligation of the contractor to obtain and furnish the school district certificates for any subcontractor subject to the above terms and conditions.

3. All insurance policies and/or bonds will be written with insurance companies licensed to do business in the Commonwealth of Pennsylvania and subject to the approval of the school district.
4. It is understood and agreed by both parties hereto that the contractor, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an officer, agent or employee of the district.
5. The district shall have the right to act on all matters not specifically provided for herein.
6. The district may request the transfer or removal of any employee of the contractor that the district deems unsatisfactory.
7. Contractor shall provide supervision of all its employees while performing services for the East Stroudsburg Area School District.
8. This agreement may be terminated by the district for any cause upon (15) days notice by certified mail.
9. The contractor must schedule all work with the Director of Custodial Services to insure that the work areas are available.
10. Company or companies must be registered as a legitimate company doing business in the Commonwealth of Pennsylvania.
11. Company or companies must furnish all labor and equipment.
12. Whenever services are provided, a school district representative can be present to monitor and verify work.

### **Laws and Codes**

It shall be the responsibility of each contractor to ensure that the proposal and the work performed complies with all Federal, State, and Local Laws, including tax laws, which regulate the purchasing of products and services for public schools.

### **Payment**

The school district shall make payment within thirty (30) days, after complete and acceptable delivery and receipt of proper invoicing by the 10<sup>th</sup> of each month.

### **Questions**

Questions concerning the specifications and bid requirements should be directed to: The Business Manager, East Stroudsburg Area School District, by calling (570) 424-8500 extension 1508.

## GENERAL DESCRIPTION OF THE PROPOSAL

This proposal will be for the one school year 2012/2013 with an option to extend services for an additional year, 2013/2014. Contractors may submit proposals for any one, or all of the above listed areas. Each contractor shall be expected to qualify himself/itself capable of completing the snow removal within the time constraints of the district. The successful contractors will maintain 24-hour availability during any snow event and furnish their telephone numbers to the Director of Custodial Services upon award of the contract. The successful contractor must respond to a call to action by the district within one-half hour of receiving that call.

Typically, the district will start snow removal after the snow event has ended. If it continues through the night and threatens the opening of school the next day, the Director of Custodial Services will give the call to action in the early morning hours. If the contractor fails to have the means of completing the snow removal before the district's scheduled or rescheduled opening times, the district reserves the right to call additional contractors and/or use its own personnel at the contractor expense, to complete the snow removal in time for opening.

The school district will also reserve the right to keep a path cleared to each building during a snow event with its own personnel for employees and emergency services.

## **SCOPE OF WORK**

It will be the responsibility of the contractor to plow/remove the snow and cinder/salt all parking areas, roads, bus lots and entrances in their areas of responsibilities. All work must be completed with the use of licensed, insured and properly registered equipment.

1. Provide pricing per ton for cinders (80%) / salt (20%) placed with mechanical spreader.
2. Provide hourly rates for plow trucks by size of truck and for loaders. Interested contractors must have the ability to remove snow from sites, if needed.
3. All High School and Intermediate School parking areas, roads and entrances are to be cleared, cindered and ready for students, traffic and parking, no later than 5:30am. All Elementary schools are to be cleared and cindered no later than 6:00am. North and South Bus Garages are to be cleared and cindered no later than 5:00am, each snow/ice event.
4. Snow plowing/removal shall occur when there is a snowfall in excess of 1 inch, or at the discretion of the Director of Custodial Services.

5. Each successful proposer will be responsible for providing ESASD with reliable contacts and phone numbers of contacts that will be available to respond 7 days/ 24 hours.

**SNOW PLOWING/REMOVAL  
FY 2011-2012**

|                                 |
|---------------------------------|
| <p><b>PROPOSAL<br/>FORM</b></p> |
|---------------------------------|

This proposal is submitted in accordance with your advertisement inviting proposals. Having carefully examined the specifications and contract requirements, and having visited the site and verified all measurements and conditions, the undersigned herein agrees to perform all labor and do all else necessary to complete the contract for the above-named project for the following amounts:

| <b>SNOW PLOWING/REMOVAL for the following locations listed below<br/><u>Per hour.</u></b>                           | <b>Per ¾ ton Pickup w/plow and spreader</b> | <b>Per one ton w/plow and spreader</b> | <b>Per single axle dump w/plow and spreader</b> | <b>Per double axle dump w/plow and spreader</b> | <b>Snow removal (If needed) Loader and trucking per hour</b> |
|---|---|--|---|---|--|
| <b>ADMINISTRATION CENTER/HIGH SCHOOL SOUTH/MAINTENANCE GARAGE</b>   |   |  |   |   |  |
| <b>J.M. Hill ELEMENTARY SCHOOL</b>  |   |  |   |   |  |
| <b>SMITHFIELD ELEMENTARY ECHOOL</b>   |   |  |   |   |  |
| <b>MIDDLE SMITHFIELD ELEMENTARY SCHOOL</b>  |   |  |   |   |  |
| <b>J.T.LAMBERT INTERMEDIATE SCHOOL/SOUTH BUS GARAGE</b>   |   |  |   |   |  |
| <b>RESICA ELEMENTARY SCHOOL</b>   |   |  |   |   |  |
| <b>HIGH SCHOOL NORTH/LEHMAN INTERMEDIATE SCHOOL/ BUSKILL ELEMENTARY/ NORTH BUS GARAGE/ WATER TOWER ACCESS ROAD/</b> |   |  |   |   |  |

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| <b>SEWAGE TREATMENT<br/>PLANT ROAD</b>            |  |  |  |  |  |
| <b>EAST STROUDSBURG<br/>ELEMENTARY<br/>SCHOOL</b> |  |  |  |  |  |

The undersigned understands and agrees that the East Stroudsburg Area School District has the right to make any decision that serves the best interests of the School District. The undersigned hereby certifies that: This proposal is genuine and not a sham or collusive or made in the interest of, or in behalf of any person, firm or corporation not herein named; and, that the undersigned has not directly or indirectly induced or solicited any other person or firm to refrain from submitting a proposal, and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other proposer.

The undersigned agrees that this proposal shall be irrevocable and shall remain subject to school district acceptance or refusal for ninety (90) days after the date set for the opening of proposals.

BUSINESS NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PROPOSER'S STATEMENT OF QUALIFICATIONS**

The following questions are to be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheets. This information will become part of the Proposal Form.

1. Name of Vendor: \_\_\_\_\_
2. Office Address: \_\_\_\_\_  
\_\_\_\_\_
3. How long has this company been at this address:  
\_\_\_\_\_
4. When was this business organized:  
\_\_\_\_\_
5. How long has this company been involved in the service desired in specifications?  
\_\_\_\_\_
6. Has the Vendor ever failed to complete any contract that was awarded to the Vendor? If this is answered in the affirmative, please give full explanation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Has the Vendor ever defaulted upon any public bid awarded to the Vendor? If this is answered in the affirmative, please explain:  
\_\_\_\_\_  
\_\_\_\_\_
8. Equipment Information: \_\_\_\_\_  
\_\_\_\_\_
9. List the names and phone numbers of at least (3) references for which you have completed work in the past two (2) years. References should be from industrial, business or educational clients with a minimum of 20 acres to be mowed.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

This statement is dated on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Name of Vendor: \_\_\_\_\_

Completed by: \_\_\_\_\_  
Signature Title

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., Governmental agencies may require Non-Collusion Affidavits to be submitted to together with bids.
2. The member, officer, or employee of the bidder who makes the final decision on prices must execute this Non-Collusion Affidavit and the amount quoted in the field.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavits should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complimentary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result disqualifications of the bid.

**NON-COLLUSION AFFIDAVIT**

Contract/Bid Name: \_\_\_\_\_

State of \_\_\_\_\_:  
S.S.

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and  
(Name of Firm)  
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited



by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as follows:

I state that \_\_\_\_\_ understands and acknowledges that  
(Name of Firm)  
the above representations are material and important, and will not be relied upon by  
\_\_\_\_\_ in awarding the contract(s) for which this bid  
(Name of Public Entity)

is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_  
(Name of Public Entity)  
of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name and company position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

**50 VINE STREET**

**EAST STROUDSBURG, PA 18301**

**MUNICIPAL SOLID WASTE AND RECYCLING**

**COLLECTION AND DISPOSAL**

**BID DUE DATE: AUGUST 29, 2012, 1:00 P.M.**

## East Stroudsburg Area School District

### A) Invitation to Bidders

You are invited to submit a sealed bid for the "Collection and Disposal of Refuse and Recyclables". All bids must be received by 1:00 P.M. on Wednesday, August 29, 2012, at which time they will be opened and read. The bids must be submitted to Tom Williams, Director of Custodial Services, East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301 and the envelope must be marked "Refuse and Recyclables Bid" on the envelope. Any questions must be submitted by 2:00 P.M. August 15, 2012 to Tom Williams by e-mail at [thomas-williams@esasd.net](mailto:thomas-williams@esasd.net) or fax 570-424-7832. Answers will be issued as an addendum via e-mail with required confirmation by August 22nd.

The Award of the Contract will be voted on at the September 17, 2012 Board Meeting. The Contract state date will be October 1, 2012 with completion on September 30, 2015.

### B) General Requirements

#### 1) Bid Bond

Each bid must be accompanied by a bid bond or certified check in the amount of ten (10%) stated in dollars of the highest total bid for trash and recycling collection and disposal for the three year period beginning October 1, 2012 and ending September 30, 2015. The bond or certified check must be made payable to East Stroudsburg Area School District as evidence of good faith and a guaranty that if the bidder is successful they will enter into a Contract. It is understood that the bid surety will be forfeited should the bidder be awarded the bid and they fail to enter into the Contract.

#### 2) Performance Bond

Prior to the execution of the service contract, the successful bidder will be required to furnish a 100% Performance Bond for the full term of the

three year contract. The bond can be reduced to cover the full amount of the remaining years of the contract as each year is completed.

### 3) Consent of Surety

Each bid must be accompanied by an officer signed surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania. The Consent of Surety shall state that the surety company in question unconditionally agrees to furnish the required performance bond for the full amount of the contract. Each Consent of Surety must include the surety's most recent available financial statement. Failure to provide the required Consent of Surety at the time of the bid submission shall preclude the bid from being considered.

### 4) Insurance

Each bidder must submit with its bid a Certificate of Insurance issued by an insurance company satisfactory to East Stroudsburg Area School District evidencing the existence of the mandatory minimum coverages required by this section.

The Certificate of Insurance shall designate East Stroudsburg Area School District as an additional insured and shall, at a minimum, provide the following coverages:

- (A) General Public Liability Insurance (non-automotive) for personal injury and damage to property shall not be less than \$5,000,000 for each occurrence and \$10,000,000 aggregate. (Including Excess Coverage)
- (B) Automobile Liability Insurance including primary combined single limit coverage and excess auto liability coverages shall not be less than \$1,000,000 for each occurrence and \$10,000,000 aggregate.

(C) Workmen's Compensation coverage shall not be less than the statutory minimum and employer liability coverage shall not be less than \$1,000,000 for each occurrence.

(D) Excess insurance in the amount of \$10,000,000 applicable to general and auto liability.

(E) Pollution Liability coverage in the amount of \$1,000,000 per occurrence and aggregate including transportation risks.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amount set forth above and shall name East Stroudsburg Area School District as an additional insured and be designed to protect East Stroudsburg Area School District from any and all claims for damages of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of his contract, whether such obligation be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contract by the terms of this contract.

Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. Failure to submit the Certificate of Insurance shall render the bid invalid.

#### 5) Disposal Facility

A notarized letter from the intended disposal facility along with a copy of the Department of Environmental Protection Agency Permit must be included with the bid. This letter must clearly state that the facility has the capacity to accept the waste from the East Stroudsburg Area School District for the full term of the three year contract.

#### C) General Specifications

- 1) The Contractor agrees that there will be no other fees imposed upon the district for the pickup and disposal of the trash and recycling other than those that are indicated in the bid.
- 2) The Contractor shall be permitted to use the techniques acceptable for removal of trash and recycling. All containers are to be supplied by the Contractor and are to be put in the same place and position from which they are taken. Any extra refuse or recycling placed beside containers is to be taken at the time containers are emptied at no additional charge.
- 3) The Contractor shall supply all "bear-proof" straight containers, at designated locations, with metal side doors and lids installed with gravity locks. All trash and recycling containers shall be scrubbed, cleaned, and painted prior to the start of each school year.
- 4) The "removal area" at each location, after dumping shall be inspected by the Contractor for any debris left on the ground. The debris shall be picked up and swept clean by the Contractor if required prior to leaving site.
- 5) Additional pickups if requested must be approved by the Director of Custodial Services or his designated contact person.
- 6) All containers will be clearly marked either for trash or single-stream recycling.
- 7) Single-stream recycling will include paper, cardboard, newsprint, tin, aluminum, glass, and plastics #1-7.
- 8) The Contractor must submit a yearly report to the district for each calendar year listing the tonnages for both waste and recycling.
- 9) It is the responsibility of the bidder to visit all collection sites for a comprehensive understanding of the collection process.
- 10) The Contractor will provide a contact number or a list of contact numbers that will respond to calls immediately.

- 11) The Contractor shall waive any increase in collection fees for any reason such as fuel costs, landfill fees or operating costs, during the entire term of the contract period.
- 12) The Contractor submitting this proposal shall include the following:
  - a) The signed and completed proposal using the attached model for container placement.
  - b) The completed non-collusion affidavit.
  - c) All required insurance documents as specified above.
  - d) A bid bond or certified check as specified above.
  - e) A completed W-9 form.
  - f) Consent of Surety.
  - g) The Required 100 % Performance Bond.
- 13) The Contractor will provide all necessary labor, materials, containers and equipment for the collection, removal and proper disposal of all trash and recyclables for the District.
- 14) The East Stroudsburg Area School District is a non-smoking area. The contractor is to be liable for damage to all property and equipment. All traffic signs, regulations, and speed limits are to be strictly observed. Drivers will show extreme caution when students are in the area. Vehicles may not be left, unoccupied, without the prior removal of the ignition keys.
- 15) The District reserves the right to change the container size, the time and/or the frequency of the collections with two (2) weeks notice, at a fee to be mutually agreeable. In addition, the District reserves the right to deduct from the contract, based on a unit cost, for each failure to make a collection as specified or failure to keep the "removal area" clean of debris. Special collections are to be scheduled for days when the regularly scheduled collection falls on a holiday, or when the collection is delayed due to weather or equipment failure. In no event is un-collected refuse to remain at any District site for an extended time, weekend or holiday.
- 16) Collection times to be approved by the District to limit liability and avoid conflict with School District activities. No collections are to be made at any building before 6:00 AM.

- 17) Contractor shall supply to the District, at no additional cost, on a quarterly basis, the weight documentation of the trash and recycled materials per location.

**East Stroudsburg Area School District  
321 N. Courtland Street  
East Stroudsburg, PA 18301**

**Proposal**

**Submitted By**

---

**For the**

**Refuse & Recycling Collection Contract**

This proposal is submitted in accordance with your invitation to submit Sealed Proposal for the "Refuse and Recycling Contract", 50 Vine Street, East Stroudsburg, PA 18301.

Having carefully examined the site and various conditions affecting the work, the undersigned hereby agrees to furnish all materials, equipment and perform all



labor necessary to complete the requirements in strict accordance with the Contract.

The undersigned agrees that the Contract Documents are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were repeated at length herein, or where physically attached hereto.

The undersigned further agrees to complete the work in accordance with specifications, unless further amended by East Stroudsburg Area School District.

The undersigned further certifies that (1) the Proposal is genuine and is not sham, collusive or fraudulent; (2) the Proposal is not made in the interest or behalf of any person other than the undersigned; (3) otherwise, to secure any advantage over any other bidder.

**This contract will be a three-year contract commencing on October 1, 2012 and expiring on September 30, 2015.**

**Three Year Bid**

1) Contract Price for 10/1/12-9/30/13 \_\_\_\_\_

2) Contract Price for 10/1/13-9/30/14 \_\_\_\_\_

3) Contract Price for 10/1/14-9/30/15 \_\_\_\_\_

**Total Contract Price for three years** \_\_\_\_\_

Cost for additional pickup of listed dumpsters if requested

4 c/y Trash        \$ \_\_\_\_\_

6 c/y Trash        \$ \_\_\_\_\_

8 c/y Trash        \$ \_\_\_\_\_

6 c/y Recycle      \$ \_\_\_\_\_

8 c/y Recycle \$ \_\_\_\_\_

Cost for Open Top Dumpsters if needed:

20 c/y \$ \_\_\_\_\_ per load

30 c/y \$ \_\_\_\_\_ per load

## Scope of Work

| School                       | Containers         | Service Schedule |  |
|------------------------------|--------------------|------------------|--|
| Administration Office        | 2 ( 6 c/y) Trash   | 3x week          |  |
|                              | 1 ( 8 c/y) Recycle | 1x week          |  |
| East Stroudsburg HS<br>South | 4 ( 6 c/y) Trash   | 3x week          |  |
|                              | 2 ( 8 c/y) Recycle | 1x week          |  |
| Stadium                      | 1 (6 c/y) Trash    | 3x week          |  |
| Maintenance Building         | 1 ( 4 c/y) Trash   | 1x week          |  |
| East Stroudsburg Elem        | 2 (8 c/y) Trash    | 2x week          |  |
|                              | 1 ( 8 c/y) Recycle | 1x week          |  |
| J.M. Hill Elementary         | 1 ( 6 c/y) Trash   | 3x week          |  |
|                              | 1 ( 8 c/y) Recycle | 1x week          |  |
| Smithfield Elementary        | 1 ( 6 c/y) Trash   | 3x week          |  |
|                              | 1 ( 8 c/y) Recycle | 1x week          |  |
| J.T. Lambert<br>Intermediate | 4 ( 6 c/y) Trash   | 3x week          |  |
|                              | 3 (6 c/y) Recycle  | 1x week          |  |
| South Bus Garage             | 1 ( 8 c/y) Trash   | 2x week          |  |
| Resica Elementary            | 1 (8 c/y) Trash    | 3x week          |  |
|                              | 1 (8 c/y) Recycle  | 1x week          |  |
| Middle Smithfield Elem       | 2 ( 8 c/y) Trash   | 3x week          |  |
|                              | 1 ( 8 c/y) Recycle | 1x week          |  |

|                            |                           |                |                                   |
|----------------------------|---------------------------|----------------|-----------------------------------|
| <b>Bushkill Elementary</b> | <b>2 ( 6 c/y) Trash</b>   | <b>2x week</b> | <b>Bear Proof type containers</b> |
|                            | <b>1 ( 8 c/y) Recycle</b> | <b>1x week</b> |                                   |
|                            |                           |                |                                   |
| <b>Lehman Intermediate</b> | <b>5 ( 6 c/y) Trash</b>   | <b>2x week</b> | <b>Bear proof type containers</b> |
| <b>High School North</b>   | <b>2 (6 c/y) Recycle</b>  | <b>1x week</b> |                                   |
|                            |                           |                |                                   |
| <b>North Bus Garage</b>    | <b>1 (8 c/y) Trash</b>    | <b>2x week</b> |                                   |

## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. The member, officer, or employee of the bidder who makes the final decision on prices must execute this Non-Collusion Affidavit and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In care of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid Name: \_\_\_\_\_

State of \_\_\_\_\_:  
S.S.

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and  
(Name of Firm)  
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public except as follows:

I state that \_\_\_\_\_ understands and acknowledges that  
(Name of firm)

the above representatives are material and important, and will be relied upon by

\_\_\_\_\_ in awarding the contract(s) for which this bid  
(Name of Public Entry)

is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_  
(Name of Public Entity)  
of the true facts relating to the submissions of bids for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My commission Expires

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

|  |   |
|--|---|
| Name (as shown on your income tax return)  |   |
| Business name, if different from above   |   |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |   |
| Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
| City, state, and ZIP code  |   |
| List account number(s) here (optional)   |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .  | THEN the payment is exempt for . . .   |
|--|--|
| Interest and dividend payments   | All exempt payees except for 9   |
| Broker transactions  | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5  |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>  |

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 6. Disregarded entity not owned by an individual  | The owner   |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 8. Corporate or LLC electing corporate status on Form 8832  | The corporation   |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 10. Partnership or multi-member LLC   | The partnership   |
| 11. A broker or registered nominee  | The broker or nominee   |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

141

**Bill To:**

Name   
 Address   
 City  State  Zip Code   
 Acct. Payable Contact   
 Ph:  PO #

**Ship To:**

Name   
 Address   
 City  State  Zip Code   
 Main Contact   
 Ph:  Email

Order Date  Est. Del.  Order Type  Terms

| Model/Item | Product Code | Serial Number | Item Description                             | Qty | Unit Price | Amount     |
|------------|--------------|---------------|--|-----|------------|------------|
|            |              |               | ESE 1st Floor Faculty                        |     |            |            |
| IR8105     | 3877B020AB   |               | Canon IR8105 Copier, Send Kit & HD Erase Kit | 1   | \$6,471.24 | \$6,471.24 |
| D1         | 3883B002AA   |               | Staple Finisher                              | 1   |            | \$0.00     |
| AH1        | 4621B001AA   |               | PCL Kit                                      | 1   |            | \$0.00     |
| AH1        | 4622B001AA   |               | Postscript Kit                               | 1   |            | \$0.00     |
| D1e        | 0634B022AA   |               | Universal Send Searchable Text PDF Kit       | 1   |            | \$0.00     |
| Kit        | TBS Item     |               | Starter Supplies                             | 1   |            | \$0.00     |
| A1         | 3738B001AA   |               | USB connection for AA Prox                   | 1   |            | \$0.00     |
| AA Prox    | 5105B009AB   |               | AA Prox Card Reader & Software               | 1   |            | \$0.00     |
|            |              |               | ESE 2nd Floor Faculty                        |     |            |            |
| IR8105     | 3877B020AB   |               | Canon IR8105 Copier, Send Kit & HD Erase Kit | 1   | \$6,471.24 | \$6,471.24 |
| D1         | 3883B002AA   |               | Staple Finisher                              | 1   |            | \$0.00     |
| AH1        | 4621B001AA   |               | PCL Kit                                      | 1   |            | \$0.00     |
| AH1        | 4622B001AA   |               | Postscript Kit                               | 1   |            | \$0.00     |
| D1e        | 0634B022AA   |               | Universal Send Searchable Text PDF Kit       | 1   |            | \$0.00     |
| Kit        | TBS Item     |               | Starter Supplies                             | 1   |            | \$0.00     |
| A1         | 3738B001AA   |               | USB connection for AA Prox                   | 1   |            | \$0.00     |
| AA Prox    | 5105B009AB   |               | AA Prox Card Reader & Software               | 1   |            | \$0.00     |

**Sales Order**



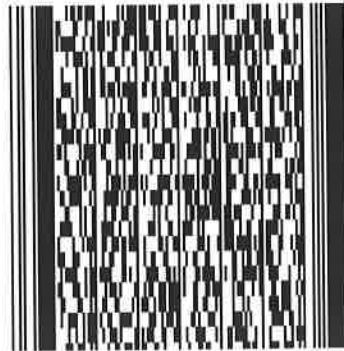
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**Topp Business Solutions**  
 Corporate Headquarters  
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 Scranton, PA 18505  
 Ph: 570-344-9611 800-982-4021  
 Fax: 570-344-5227  
[www.toppcopy.com](http://www.toppcopy.com)

**Special Instructions**

- \*Coterminous \$1 purchase lease with \$75 one time filing fee.
- \*Annual lease billing.
- \*CMA to bill quarterly in arrears at actual volume x \$0.0039 per page on IR8105 and IR6075.
- \*CMA to include 100% all parts, labor, and toner. Excludes paper and staples.

TBS-P0417-0FV13



152

# Sales Order



Topp Copy  
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## Topp Business Solutions

Corporate Headquarters  
1110 Saginaw Street  
Scranton, PA 18505  
Ph: 570-344-9611 800-982-4021  
Fx: 570-344-5227

[www.toppcopy.com](http://www.toppcopy.com)

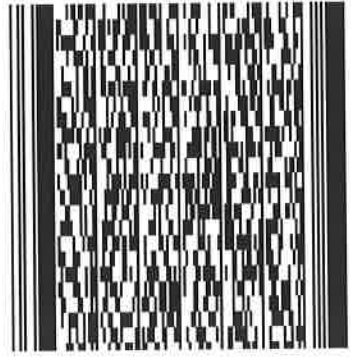
### Special Instructions

\*CMA to bill quarterly in arrears at actual volume x \$0.0079 per B&W page on IR3235i.

\*CMA to bill quarterly in arrears at actual B&W volume x \$0.0079 per B&W page on IRC5051 and at actual Color volume x \$0.065 per Color page on IRC5051.

\*Pricing includes delivery, installation, and training for term of the agreement.

TBS-PD417-OFV1.3



|         |            |  |   |            |            |
|---------|------------|--|---|------------|------------|
| IR8105  | 3877B020AB | ESE 3rd Floor Faculty                        | 1 | \$6,471.24 | \$6,471.24 |
| D1      | 3883B002AA | Canon IR8105 Copier, Send Kit & HD Erase Kit | 1 |            | \$0.00     |
| AH1     | 4621B001AA | Staple Finisher                              | 1 |            | \$0.00     |
| AH1     | 4622B001AA | PCL Kit                                      | 1 |            | \$0.00     |
| D1e     | 0634B022AA | Postsript Kit                                | 1 |            | \$0.00     |
| Kit     | TBS Item   | Universal Send Searchable Text PDF Kit       | 1 |            | \$0.00     |
| A1      | 3738B001AA | Starter Supplies                             | 1 |            | \$0.00     |
| AA Prox | 5105B009AB | USB connection for AA Prox                   | 1 |            | \$0.00     |
|         |            | AA Prox Card Reader & Software               | 1 |            | \$0.00     |
|         |            | ESE Main Office                              |   |            |            |
| IR6075  | 3891B010AB | Canon IR6075 Copier, Send Kit & HD Erase Kit | 1 | \$3,925.80 | \$3,925.80 |
| E1      | 3894B001AA | Staple Finisher                              | 1 |            | \$0.00     |
| AJ1     | 3905B001AA | PCL Kit                                      | 1 |            | \$0.00     |
| AJ1     | 3906B002AA | Postsript Kit                                | 1 |            | \$0.00     |
| D1e     | 0634B022AA | Universal Send Searchable Text PDF Kit       | 1 |            | \$0.00     |
| Kit     | TBS Item   | Starter Supplies                             | 1 |            | \$0.00     |
| A1      | 3738B001AA | USB connection for AA Prox                   | 1 |            | \$0.00     |
| AA Prox | 5105B009AB | AA Prox Card Reader & Software               | 1 |            | \$0.00     |
| AF1     | 3907B002AB | Fax Kit                                      | 1 |            | \$0.00     |
|         |            | HS South Assistant Principal                 |   |            |            |
| IR6075  | 3891B010AB | Canon IR6075 Copier, Send Kit & HD Erase Kit | 1 | \$3,925.80 | \$3,925.80 |
| E1      | 3894B001AA | Staple Finisher                              | 1 |            | \$0.00     |
| AJ1     | 3905B001AA | PCL Kit                                      | 1 |            | \$0.00     |
| AJ1     | 3906B002AA | Postsript Kit                                | 1 |            | \$0.00     |
| AJ1     | 0634B022AA | Universal Send Searchable Text PDF Kit       | 1 |            | \$0.00     |
| Kit     | TBS Item   | Starter Supplies                             | 1 |            | \$0.00     |
| A1      | 3738B001AA | USB connection for AA Prox                   | 1 |            | \$0.00     |
| AA Prox | 5105B009AB | AA Prox Card Reader & Software               | 1 |            | \$0.00     |
| AF1     | 3907B002AB | Fax Kit                                      | 1 |            | \$0.00     |

13

# Sales Order



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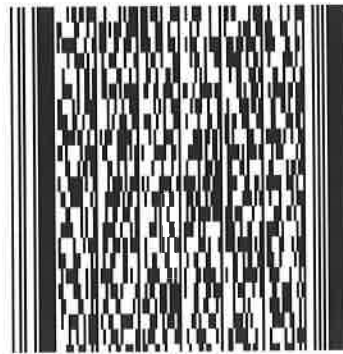
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### Special Instructions

\*TBS to payoff current contract balance and purchase amounts for...  
Admin. Bus. Office - X7346  
Admin. Personnel - W5638P  
HS South Athletics - WC232  
HS Asst. Principal - W5645P  
Bushkill Office - KM550

TBS-PD417-0FM1.3



|         |            |  |  |   |   |  |            |  |            |  |
|---------|------------|--|--|---|---|--|------------|--|------------|--|
|         |            |  |  | HS South Athletics  |   |  |            |  |            |  |
| IR3235i | 2535B004AA |  |  | Canon IR3235i Copier with PCL, PS3, Send Kit, Searchable Text | 1 |  | \$1,738.68 |  | \$1,738.68 |  |
| P1      | 9669A003AA |  |  | Cabinet/Stand   | 1 |  | \$0.00     |  | \$0.00     |  |
| S1      | 9563A001AA |  |  | Internal Staple Finisher                                      | 1 |  | \$0.00     |  | \$0.00     |  |
| B2      | 2345B002AA |  |  | HDD Erase Kit   | 1 |  | \$0.00     |  | \$0.00     |  |
| Kit     | TBS Item   |  |  | Starter Supplies  | 1 |  | \$0.00     |  | \$0.00     |  |
| AC1     | 2717B002AA |  |  | Fax Kit   | 1 |  | \$0.00     |  | \$0.00     |  |
|         |            |  |  | Administration Personnel                                      |   |  |            |  |            |  |
| IR3235i | 2535B004AA |  |  | Canon IR3235i Copier with PCL, PS3, Send Kit, Searchable Text | 1 |  | \$1,738.68 |  | \$1,738.68 |  |
| P1      | 9669A003AA |  |  | Cabinet/Stand   | 1 |  | \$0.00     |  | \$0.00     |  |
| S1      | 9563A001AA |  |  | Internal Staple Finisher                                      | 1 |  | \$0.00     |  | \$0.00     |  |
| B2      | 2345B002AA |  |  | HDD Erase Kit   | 1 |  | \$0.00     |  | \$0.00     |  |
| Kit     | TBS Item   |  |  | Starter Supplies  | 1 |  | \$0.00     |  | \$0.00     |  |
| AC1     | 2717B002AA |  |  | Fax Kit   | 1 |  | \$0.00     |  | \$0.00     |  |
|         |            |  |  | Administration Business Office                                |   |  |            |  |            |  |
| IRC5051 | 3614B023AD |  |  | Canon IRC5051 Color Copier with ADF, UFR Print, & Send Kit    | 1 |  | \$4,507.56 |  | \$4,507.56 |  |
| TYPE B  | 4364B001AA |  |  | Cabinet/Stand   | 1 |  | \$0.00     |  | \$0.00     |  |
| A1      | 3658B001AA |  |  | Internal Staple Finisher                                      | 1 |  | \$0.00     |  | \$0.00     |  |
| AE1     | 3670B001AB |  |  | PCL Print Kit   | 1 |  | \$0.00     |  | \$0.00     |  |
| AE1     | 3671B002AA |  |  | Postscript Print Kit  | 1 |  | \$0.00     |  | \$0.00     |  |
| D12     | 0634B022AA |  |  | Universal Send Searchable Text PDF Kit                        | 1 |  | \$0.00     |  | \$0.00     |  |
| Kit     | TBS Item   |  |  | Starter Supplies  | 1 |  | \$0.00     |  | \$0.00     |  |
| B1      | 3720B001AA |  |  | USB connection for AA Prox                                    | 1 |  | \$0.00     |  | \$0.00     |  |
| AA Prox | 5105B009AB |  |  | AA Prox Card Reader & Software                                | 1 |  | \$0.00     |  | \$0.00     |  |
| AE1     | 3675B002AA |  |  | Fax Kit   | 1 |  | \$0.00     |  | \$0.00     |  |
|         |            |  |  |   |   |  |            |  |            |  |
|         |            |  |  |   |   |  |            |  |            |  |
|         |            |  |  |   |   |  |            |  |            |  |
|         |            |  |  |   |   |  |            |  |            |  |
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|         |            |  |  |   |   |  |            |  |            |  |
|         |            |  |  |   |   |  |            |  |            |  |
|         |            |  |  |   |   |  |            |  |            |  |

TC

# Sales Order



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## Special Instructions

| Item Code | Description   | Quantity | Unit Price | Total Price |
|-----------|---|----------|------------|-------------|
| IRC5051   | Bushkill Elementary Office  | 1        | \$4,507.56 | \$4,507.56  |
| TYPE B    | Canon IRC5051 Color Copier with ADF, UFR Print, & Send Kit  | 1        |            | \$0.00      |
| A1        | Cabinet/Stand   | 1        |            | \$0.00      |
| AE1       | Internal Staple Finisher  | 1        |            | \$0.00      |
| AE1       | PCL Print Kit   | 1        |            | \$0.00      |
| AE1       | Postscript Print Kit  | 1        |            | \$0.00      |
| D12       | Universal Send Searchable Text PDF Kit  | 1        |            | \$0.00      |
| Kit       | Starter Supplies  | 1        |            | \$0.00      |
| B1        | USB connection for AA Prox  | 1        |            | \$0.00      |
| AA Prox   | AA Prox Card Reader & Software  | 1        |            | \$0.00      |
| AE1       | Fax Kit   | 1        |            | \$0.00      |
| Payoff    | Payoff lease agreements - Xerox & Konica - see special instrts  | 1        |            | \$0.00      |
| CMA       | CMA to bill quarterly in arrears at actual volumes<br>***place on existing group agreement SYST AK4914*** | 1        |            | \$0.00      |

Sub Total **\$39,757.80**  
Sales Tax **\$0.00**  
Deposit  
Total **\$39,757.80**

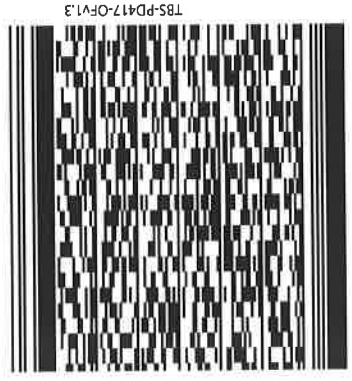
Trade-In Info Trade up and replace existing Xerox copiers

The undersigned BUYER has read the attached "Conditions of Sale" hereof and hereby orders from Topp Business Solutions the above item(s) at the price and terms shown. This document contains confidential and proprietary information.

**Signature**

Rep  Mgr  Terr

Sale Type  Tax



TBS-PD417-OFV13

145

| Building          | Location:                              | Canon Copier Models        | S & S Rate<br>Black/White | S & S Rate<br>Color | Estimated                |                                 | Monthly<br>Lease (48<br>months) | Monthly<br>Maintenance<br>Cost | Annual Lease<br>Amount | Annual<br>Maintenance<br>Amount | Total Annual<br>Payment |
|-------------------|--|----------------------------|---------------------------|---------------------|--------------------------|---------------------------------|---------------------------------|--------------------------------|------------------------|---------------------------------|-------------------------|
|                   |  |                            |                           |                     | Monthly<br>Volume<br>B&W | Monthly<br>Volume<br>Color .065 |                                 |                                |                        |                                 |                         |
| Administration    | Business Office                        | IRc5051 w/ All Accessories | 0.0079                    | 0.065               | 9,000                    | 1,000                           | \$ 375.63                       | \$ 136.10                      | \$ 4,507.56            | \$ 1,633.20                     | \$ 6,140.76             |
| Administration    | Personnel                              | IR3235i w/All Accessories  | 0.0079                    |                     | 2,000                    |                                 | \$ 144.89                       | \$ 15.80                       | \$ 1,738.68            | \$ 189.60                       | \$ 1,928.28             |
| BES               | Main Office                            | IRc5051 w/ All Accessories | 0.0079                    | 0.065               | 18,000                   | 150                             | \$ 375.63                       | \$ 151.95                      | \$ 4,507.56            | \$ 1,823.40                     | \$ 6,330.96             |
| ESE               | Main Office                            | IR6075 w/All Accessories   | 0.0039                    |                     | 12,000                   |                                 | \$ 327.15                       | \$ 46.80                       | \$ 3,925.80            | \$ 561.60                       | \$ 4,487.40             |
| ESE               | 1st Floor Faculty                      | IR8105 w/All Accessories   | 0.0039                    |                     | 65,000                   |                                 | \$ 539.27                       | \$ 253.50                      | \$ 6,471.24            | \$ 3,042.00                     | \$ 9,513.24             |
| ESE               | 2nd Floor Faculty                      | IR8105 w/All Accessories   | 0.0039                    |                     | 65,000                   |                                 | \$ 539.27                       | \$ 253.50                      | \$ 6,471.24            | \$ 3,042.00                     | \$ 9,513.24             |
| ESE               | 3rd Floor Faculty                      | IR8105 w/All Accessories   | 0.0039                    |                     | 65,000                   |                                 | \$ 539.27                       | \$ 253.50                      | \$ 6,471.24            | \$ 3,042.00                     | \$ 9,513.24             |
| High School South | Athletics                              | IR3235i w/All Accessories  | 0.0079                    |                     | 10,000                   |                                 | \$ 144.89                       | \$ 79.00                       | \$ 1,738.68            | \$ 948.00                       | \$ 2,686.68             |
| High School South | Maple Wing Office -<br>Asst. Principal | IR6075 w/All Accessories   | 0.0039                    |                     | 35,000                   |                                 | \$ 327.15                       | \$ 136.50                      | \$ 3,925.80            | \$ 1,638.00                     | \$ 5,563.80             |
| <b>TOTAL</b>      |  |                            |                           |                     |                          |                                 |                                 |                                | \$ 39,757.80           | \$ 15,919.80                    | \$ 55,677.60            |

156





2011 Renaissance Blvd  
King of Prussia, PA 19406  
Phone: 800-295-3975  
Fax: 610-239-9995

July 11, 2012

Mr. Eric Forsyth  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

Dear Mr. Forsyth:

We are pleased to present to East Stroudsburg Area School District this updated proposal for an IBM Model 8202-E4C 4-core POWER server with the following specifications.

- IBM 8202-E4C POWER 720 4-core Express Edition for i
- . 8GB Memory
  - . IBM i 7.1
  - . (4) 139GB 15k RPM SFF SAS Disk Drives
  - . 1.5TB/3.0TB LTO-5 SAS Tape Drive
  - . PCIe2 4-port 1GbE Adapter
  - . 4-core POWER7 Processor Module – One Processor Activation
  - . Storage Backplane – 8SFF Bays 175MB RAID/Dual IOA
  - . System Console – Ethernet (No IOP)
  - . IBM Tower Cover Set
  - . IBM i per Processor License – Unlimited Users – V7.1 keyed media
  - . 48-Month IBM hardware & software maintenance (hw 24x7; swma m-f 8-5)

As noted on the IBM Global Financing document, the purchase price is \$34,855, with 48 monthly payments of \$777.71 per month for a total of \$37,330.08 over 48 months.

If this quote is acceptable, please let me know and I will have the contract/documents from IBM Global Financing prepared and send them to you. I've attached the 48-month quote from IGF.

This proposal is firm through July 31, 2012. If you have any questions, or need additional information, please call me at 1-800-262-2458.

Thank you very much for the opportunity to submit this proposal for your consideration.

Sincerely,

Dale Hochmiller  
Harris School Solutions  
A Division of Harris Computer Systems

**IBM Credit LLC  
Special Bids  
Cover Sheet  
July 2, 2012**

**Quote Type:** Lease Purchase Master Agreement  
**Quote Number:** Q03203920-01  
**Quote Validity Date:** July 31, 2012  
**Article of Incorporation Name:** EAST STROUDSBURG AREA SCHOOL DISTRICT  
**Customer Name:** EAST STROUDSBURG AREA SCHOOL DISTRICT  
50 VINE ST  
E STROUDSBURG, PA 18301-2150  
**IBM Customer Number:** 2654216  
**IBM Enterprise Number:** 2646247  
**Field Contact:** ALYSSA COSTLOW  
**Direct Rates User code:** MB2  
**Direct Rates Filename:** EASTST60  
**Bethesda Processing Code:** 4NA

**Administrative Instructions**

The quote consists of this cover sheet and its attachment(s). All conditions in this quote must be satisfied for the rates to be valid. This quote will expire after the quote validity date.

The terms and conditions in this quote may be different from the original quote submitted. Please review this quote to ensure that you are aware of any differences.

If the customer accepts your financing proposal based on this quote, the required documentation listed in this quote must be signed by the customer and received by IBM by the quote validity date.

**GCS Customer Information:**

EAST STROUDSBURG AREA SCHOOL DISTRICT  
50 VINE ST  
EAST STROUDSBURG , PA

State of Incorporation: PA

Attachment

**IBM CREDIT LLC**  
**ATTACHMENT FOR DOCUMENTATION, CONDITIONS, AND FINANCING RATES**  
**Customer Name:** EAST STROUDSBURG AREA SCHOOL DISTRICT  
**Quote Number:** Q03203920-01  
**Date** July 2, 2012

**REQUIRED DOCUMENTATION:**

1. IBM Credit LLC Lease Purchase Master Agreement, if one has not been previously signed, and its associated Lease/Purchase Supplement (Z126-5742-01) .
2. LPMA Exhibits:
  - Lease Payment Schedule (Z1265744)
  - Opinion of Lessee's Counsel (Z1265745)
  - Lessee's Certificate (Z1265746)
  - State Addendum, if applicable
  - Form 8038G or Form 8038-GC
  - Certificate of Acceptance (Z1255137) for non-IBM sourced transaction
  - Prepaid Maintenance Certification of Maintenance Provider (Z1265748)
3. This quote requires the customer to execute a Certificate of Acceptance form (Z125-5137) available at IBM Global Financing Contracts and Forms - US website at the following address: [http://w3-03.ibm.com/financing/americas/resources/icccontracts/resind\\_156093.html](http://w3-03.ibm.com/financing/americas/resources/icccontracts/resind_156093.html)

**CONDITIONS:**

1. This quote is for an IBM Credit LLC National Account. The Selected Government Account (SGA) Code is: 648
2. Payments are monthly in advance.
3. Recurring sales/use and personal property taxes required to be paid by you under the Term Lease Master Agreement, are not in the rates.
4. The conditions reflect credit request number CR0000102713:
  - a. Customer Name Changes : The customer name on the contract must read EAST
  - b. Customer Name Changes : STROUDSBURG AREA SCHOOL DISTRICT
  - c. Term - CF : Lease term may not exceed the following number of months 63
  - d. Payments in Arrears with Frequency : Payments may be made in arrears
  - e. Payments in Arrears with Frequency : Monthly
  - f. UCC-1 required
  - g. Non IT ltd - none
  - h. Sale Leaseback - none
  - i. The following condition(s) must be met Maximum 3 month
  - j. deferral period permitted. Approved for flat payment
  - k. structure only.

**IBM CREDIT LLC**

**ATTACHMENT FOR DOCUMENTATION, CONDITIONS, AND FINANCING RATES**

**Customer Name:** EAST STROUDSBURG AREA SCHOOL DISTRICT

**Quote Number:** Q03203920-01

**Date** July 2, 2012

5. If the financing is for a model or feature addition, the base machine must be either owned by you with clear title, or currently financed under an Installment Payment Master Agreement (IPMA).
6. Validity Date: This quote is valid through: July 31, 2012.

**IBM CREDIT LLC**

**ATTACHMENT FOR DOCUMENTATION, CONDITIONS, AND FINANCING RATES**

**Customer Name:** EAST STROUDSBURG AREA SCHOOL DISTRICT

**Quote Number:** Q03203920-01

**Date:** July 2, 2012

**FINANCING RATES:**

DEALER/REMARKETER SOURCED HARDWARE

| Line               | Mach | Mod | Opt | Term | Install Month | Interest Rate % |            | Net Purchase Price | Down Payment |
|--------------------|------|-----|-----|------|---------------|-----------------|------------|--------------------|--------------|
|                    |      |     |     |      |               | monthly         | annualized |                    |              |
| 1                  | 8202 | E4C | IG  | 48   | 08/12         | 3.35            | 3.40       | 10,965.00          | 0.00         |
| Low Rate Financing |      |     |     |      |               |                 |            |                    |              |

OTHER IBM PRODUCTS AND SERVICES

| Line               | Mach | Mod | Opt | Term | Install Month | Interest Rate % |            | Net Purchase Price | Down Payment |
|--------------------|------|-----|-----|------|---------------|-----------------|------------|--------------------|--------------|
|                    |      |     |     |      |               | monthly         | annualized |                    |              |
| 2                  | 9992 | 003 | S'  | 48   | 08/12         | 3.39            | 3.44       | 17,735.00          | 0.00         |
| Low Rate Financing |      |     |     |      |               |                 |            |                    |              |
| 3                  | 9SSR | 001 | S'  | 48   | 08/12         | 4.37            | 4.46       | 6,155.00           | 0.00         |

(\*\*) For IBM EMO, "INSTALL MONTH" is the finance effective start month.

End of Individual Quote Number Q03203920-01 dated July 2, 2012

**IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE**

Customer Name: EAST STROUDSBURG AREA SCHOOL DISTRICT  
Reference Number: Q03203920-01  
Date: 2012-07-02

|                |          |                             |            |
|----------------|----------|-----------------------------|------------|
| Mach/Model:    | 8202/E4C | Net Purchase Price:         | 10,965.00  |
| Term:          | 48       | Payment Frequency:          | monthly    |
| Install Month: | 08/12    | Option:                     | IG         |
| monthly Rate:  | 3.35%    | Interest Commencement Date: | 09/01/2012 |
|                |          | PAYMENT START DATE:         | 09/01/2012 |

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date.

| Payment Due  | Payment          | Fin. Charge   | Principal        | Balance   |
|--------------|------------------|---------------|------------------|-----------|
|              |                  |               |                  | 10,965.00 |
| SEP 01, 2012 | 243.72           | 0.00          | 243.72           | 10,721.28 |
| OCT 01, 2012 | 243.72           | 29.93         | 213.79           | 10,507.49 |
| NOV 01, 2012 | 243.72           | 29.33         | 214.39           | 10,293.10 |
| DEC 01, 2012 | 243.72           | 28.73         | 214.99           | 10,078.11 |
| JAN 01, 2013 | 243.72           | 28.13         | 215.59           | 9,862.52  |
| FEB 01, 2013 | 243.72           | 27.53         | 216.19           | 9,646.33  |
| MAR 01, 2013 | 243.72           | 26.93         | 216.79           | 9,429.54  |
| APR 01, 2013 | 243.72           | 26.32         | 217.40           | 9,212.14  |
| MAY 01, 2013 | 243.72           | 25.72         | 218.00           | 8,994.14  |
| JUN 01, 2013 | 243.72           | 25.11         | 218.61           | 8,775.53  |
| JUL 01, 2013 | 243.72           | 24.50         | 219.22           | 8,556.31  |
| AUG 01, 2013 | 243.72           | 23.89         | 219.83           | 8,336.48  |
| SEP 01, 2013 | 243.72           | 23.27         | 220.45           | 8,116.03  |
| OCT 01, 2013 | 243.72           | 22.66         | 221.06           | 7,894.97  |
| NOV 01, 2013 | 243.72           | 22.04         | 221.68           | 7,673.29  |
| DEC 01, 2013 | 243.72           | 21.42         | 222.30           | 7,450.99  |
| JAN 01, 2014 | 243.72           | 20.80         | 222.92           | 7,228.07  |
| FEB 01, 2014 | 243.72           | 20.18         | 223.54           | 7,004.53  |
| MAR 01, 2014 | 243.72           | 19.55         | 224.17           | 6,780.36  |
| APR 01, 2014 | 243.72           | 18.93         | 224.79           | 6,555.57  |
| MAY 01, 2014 | 243.72           | 18.30         | 225.42           | 6,330.15  |
| JUN 01, 2014 | 243.72           | 17.67         | 226.05           | 6,104.10  |
| JUL 01, 2014 | 243.72           | 17.04         | 226.68           | 5,877.42  |
| AUG 01, 2014 | 243.72           | 16.41         | 227.31           | 5,650.11  |
| SEP 01, 2014 | 243.72           | 15.77         | 227.95           | 5,422.16  |
| OCT 01, 2014 | 243.72           | 15.14         | 228.58           | 5,193.58  |
| NOV 01, 2014 | 243.72           | 14.50         | 229.22           | 4,964.36  |
| DEC 01, 2014 | 243.72           | 13.86         | 229.86           | 4,734.50  |
| JAN 01, 2015 | 243.72           | 13.22         | 230.50           | 4,504.00  |
| FEB 01, 2015 | 243.72           | 12.57         | 231.15           | 4,272.85  |
| MAR 01, 2015 | 243.72           | 11.93         | 231.79           | 4,041.06  |
| APR 01, 2015 | 243.72           | 11.28         | 232.44           | 3,808.62  |
| MAY 01, 2015 | 243.72           | 10.63         | 233.09           | 3,575.53  |
| JUN 01, 2015 | 243.72           | 9.98          | 233.74           | 3,341.79  |
| JUL 01, 2015 | 243.72           | 9.33          | 234.39           | 3,107.40  |
| AUG 01, 2015 | 243.72           | 8.67          | 235.05           | 2,872.35  |
| SEP 01, 2015 | 243.72           | 8.02          | 235.70           | 2,636.65  |
| OCT 01, 2015 | 243.72           | 7.36          | 236.36           | 2,400.29  |
| NOV 01, 2015 | 243.72           | 6.70          | 237.02           | 2,163.27  |
| DEC 01, 2015 | 243.72           | 6.04          | 237.68           | 1,925.59  |
| JAN 01, 2016 | 243.72           | 5.38          | 238.34           | 1,687.25  |
| FEB 01, 2016 | 243.72           | 4.71          | 239.01           | 1,448.24  |
| MAR 01, 2016 | 243.72           | 4.04          | 239.68           | 1,208.56  |
| APR 01, 2016 | 243.72           | 3.37          | 240.35           | 968.21    |
| MAY 01, 2016 | 243.72           | 2.70          | 241.02           | 727.19    |
| JUN 01, 2016 | 243.72           | 2.03          | 241.69           | 485.50    |
| JUL 01, 2016 | 243.72           | 1.36          | 242.36           | 243.14    |
| AUG 01, 2016 | 243.72           | 0.58          | 243.14           | 0.00      |
| <b>Total</b> | <b>11,698.56</b> | <b>733.56</b> | <b>10,965.00</b> |           |

152

IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE

Customer Name: EAST STROUDSBURG AREA SCHOOL DISTRICT  
Reference Number: Q03203920-01  
Date: 2012-07-02

|                |          |                             |            |
|----------------|----------|-----------------------------|------------|
| Mach/Model:    | 9992/003 | Net Purchase Price:         | 17,735.00  |
| Term:          | 48       | Payment Frequency:          | monthly    |
| Install Month: | 08/12    | Option:                     | S          |
| monthly Rate:  | 3.39%    | Interest Commencement Date: | 09/01/2012 |
|                |          | PAYMENT START DATE:         | 09/01/2012 |

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date.

| Payment Due  | Payment          | Fin. Charge     | Principal        | Balance   |
|--------------|------------------|-----------------|------------------|-----------|
| SEP 01, 2012 | 394.50           | 0.00            | 394.50           | 17,735.00 |
| OCT 01, 2012 | 394.50           | 48.99           | 345.51           | 17,340.50 |
| NOV 01, 2012 | 394.50           | 48.01           | 346.49           | 16,994.99 |
| DEC 01, 2012 | 394.50           | 47.03           | 347.47           | 16,648.50 |
| JAN 01, 2013 | 394.50           | 46.05           | 348.45           | 16,301.03 |
| FEB 01, 2013 | 394.50           | 45.07           | 349.43           | 15,952.58 |
| MAR 01, 2013 | 394.50           | 44.08           | 350.42           | 15,603.15 |
| APR 01, 2013 | 394.50           | 43.09           | 351.41           | 15,252.73 |
| MAY 01, 2013 | 394.50           | 42.10           | 352.40           | 14,901.32 |
| JUN 01, 2013 | 394.50           | 41.10           | 353.40           | 14,548.92 |
| JUL 01, 2013 | 394.50           | 40.10           | 354.40           | 14,195.52 |
| AUG 01, 2013 | 394.50           | 39.10           | 355.40           | 13,841.12 |
| SEP 01, 2013 | 394.50           | 38.10           | 356.40           | 13,485.72 |
| OCT 01, 2013 | 394.50           | 37.09           | 357.41           | 13,129.32 |
| NOV 01, 2013 | 394.50           | 36.08           | 358.42           | 12,771.91 |
| DEC 01, 2013 | 394.50           | 35.07           | 359.43           | 12,413.49 |
| JAN 01, 2014 | 394.50           | 34.05           | 360.45           | 12,054.06 |
| FEB 01, 2014 | 394.50           | 33.03           | 361.47           | 11,693.61 |
| MAR 01, 2014 | 394.50           | 32.01           | 362.49           | 11,332.14 |
| APR 01, 2014 | 394.50           | 30.99           | 363.51           | 10,969.65 |
| MAY 01, 2014 | 394.50           | 29.96           | 364.54           | 10,606.14 |
| JUN 01, 2014 | 394.50           | 28.93           | 365.57           | 10,241.60 |
| JUL 01, 2014 | 394.50           | 27.90           | 366.60           | 9,876.03  |
| AUG 01, 2014 | 394.50           | 26.86           | 367.64           | 9,509.43  |
| SEP 01, 2014 | 394.50           | 25.83           | 368.67           | 9,141.79  |
| OCT 01, 2014 | 394.50           | 24.78           | 369.72           | 8,773.12  |
| NOV 01, 2014 | 394.50           | 23.74           | 370.76           | 8,403.40  |
| DEC 01, 2014 | 394.50           | 22.69           | 371.81           | 8,032.64  |
| JAN 01, 2015 | 394.50           | 21.64           | 372.86           | 7,660.83  |
| FEB 01, 2015 | 394.50           | 20.59           | 373.91           | 7,287.97  |
| MAR 01, 2015 | 394.50           | 19.53           | 374.97           | 6,914.06  |
| APR 01, 2015 | 394.50           | 18.47           | 376.03           | 6,539.09  |
| MAY 01, 2015 | 394.50           | 17.41           | 377.09           | 6,163.06  |
| JUN 01, 2015 | 394.50           | 16.35           | 378.15           | 5,785.97  |
| JUL 01, 2015 | 394.50           | 15.28           | 379.22           | 5,407.82  |
| AUG 01, 2015 | 394.50           | 14.21           | 380.29           | 5,028.60  |
| SEP 01, 2015 | 394.50           | 13.13           | 381.37           | 4,648.31  |
| OCT 01, 2015 | 394.50           | 12.05           | 382.45           | 4,266.94  |
| NOV 01, 2015 | 394.50           | 10.97           | 383.53           | 3,884.49  |
| DEC 01, 2015 | 394.50           | 9.89            | 384.61           | 3,500.96  |
| JAN 01, 2016 | 394.50           | 8.80            | 385.70           | 3,116.35  |
| FEB 01, 2016 | 394.50           | 7.71            | 386.79           | 2,730.65  |
| MAR 01, 2016 | 394.50           | 6.62            | 387.88           | 2,343.86  |
| APR 01, 2016 | 394.50           | 5.53            | 388.97           | 1,955.98  |
| MAY 01, 2016 | 394.50           | 4.43            | 390.07           | 1,567.01  |
| JUN 01, 2016 | 394.50           | 3.32            | 391.18           | 1,176.94  |
| JUL 01, 2016 | 394.50           | 2.22            | 392.28           | 785.76    |
| AUG 01, 2016 | 394.50           | 1.02            | 393.48           | 393.48    |
|              | 394.50           | 0.00            | 393.48           | 0.00      |
| <b>Total</b> | <b>18,936.00</b> | <b>1,201.00</b> | <b>17,735.00</b> |           |

IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE

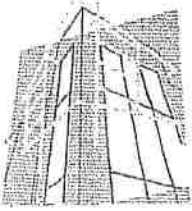
Customer Name: EAST STROUDSBURG AREA SCHOOL DISTRICT  
Reference Number: Q03203920-01  
Date: 2012-07-02

|                |          |                             |            |
|----------------|----------|-----------------------------|------------|
| Mach/Model:    | 9SSR/001 | Net Purchase Price:         | 6,155.00   |
| Term:          | 48       | Payment Frequency:          | monthly    |
| Install Month: | 08/12    | Option:                     | S'         |
| monthly Rate:  | 4.37%    | Interest Commencement Date: | 09/01/2012 |
|                |          | PAYMENT START DATE:         | 09/01/2012 |

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date.

| Payment Due  | Payment  | Fin. Charge | Principal | Balance  |
|--------------|----------|-------------|-----------|----------|
| -----        | -----    | -----       | -----     | -----    |
|              |          |             |           | 6,155.00 |
| SEP 01, 2012 | 139.49   | 0.00        | 139.49    | 6,015.51 |
| OCT 01, 2012 | 139.49   | 21.91       | 117.58    | 5,897.93 |
| NOV 01, 2012 | 139.49   | 21.48       | 118.01    | 5,779.92 |
| DEC 01, 2012 | 139.49   | 21.05       | 118.44    | 5,661.48 |
| JAN 01, 2013 | 139.49   | 20.62       | 118.87    | 5,542.61 |
| FEB 01, 2013 | 139.49   | 20.18       | 119.31    | 5,423.30 |
| MAR 01, 2013 | 139.49   | 19.75       | 119.74    | 5,303.56 |
| APR 01, 2013 | 139.49   | 19.31       | 120.18    | 5,183.38 |
| MAY 01, 2013 | 139.49   | 18.88       | 120.61    | 5,062.77 |
| JUN 01, 2013 | 139.49   | 18.44       | 121.05    | 4,941.72 |
| JUL 01, 2013 | 139.49   | 18.00       | 121.49    | 4,820.23 |
| AUG 01, 2013 | 139.49   | 17.55       | 121.94    | 4,698.29 |
| SEP 01, 2013 | 139.49   | 17.11       | 122.38    | 4,575.91 |
| OCT 01, 2013 | 139.49   | 16.66       | 122.83    | 4,453.08 |
| NOV 01, 2013 | 139.49   | 16.22       | 123.27    | 4,329.81 |
| DEC 01, 2013 | 139.49   | 15.77       | 123.72    | 4,206.09 |
| JAN 01, 2014 | 139.49   | 15.32       | 124.17    | 4,081.92 |
| FEB 01, 2014 | 139.49   | 14.86       | 124.63    | 3,957.29 |
| MAR 01, 2014 | 139.49   | 14.41       | 125.08    | 3,832.21 |
| APR 01, 2014 | 139.49   | 13.96       | 125.53    | 3,706.68 |
| MAY 01, 2014 | 139.49   | 13.50       | 125.99    | 3,580.69 |
| JUN 01, 2014 | 139.49   | 13.04       | 126.45    | 3,454.24 |
| JUL 01, 2014 | 139.49   | 12.58       | 126.91    | 3,327.33 |
| AUG 01, 2014 | 139.49   | 12.12       | 127.37    | 3,199.96 |
| SEP 01, 2014 | 139.49   | 11.65       | 127.84    | 3,072.12 |
| OCT 01, 2014 | 139.49   | 11.19       | 128.30    | 2,943.82 |
| NOV 01, 2014 | 139.49   | 10.72       | 128.77    | 2,815.05 |
| DEC 01, 2014 | 139.49   | 10.25       | 129.24    | 2,685.81 |
| JAN 01, 2015 | 139.49   | 9.78        | 129.71    | 2,556.10 |
| FEB 01, 2015 | 139.49   | 9.31        | 130.18    | 2,425.92 |
| MAR 01, 2015 | 139.49   | 8.83        | 130.66    | 2,295.26 |
| APR 01, 2015 | 139.49   | 8.36        | 131.13    | 2,164.13 |
| MAY 01, 2015 | 139.49   | 7.88        | 131.61    | 2,032.52 |
| JUN 01, 2015 | 139.49   | 7.40        | 132.09    | 1,900.43 |
| JUL 01, 2015 | 139.49   | 6.92        | 132.57    | 1,767.86 |
| AUG 01, 2015 | 139.49   | 6.44        | 133.05    | 1,634.81 |
| SEP 01, 2015 | 139.49   | 5.95        | 133.54    | 1,501.27 |
| OCT 01, 2015 | 139.49   | 5.47        | 134.02    | 1,367.25 |
| NOV 01, 2015 | 139.49   | 4.98        | 134.51    | 1,232.74 |
| DEC 01, 2015 | 139.49   | 4.49        | 135.00    | 1,097.74 |
| JAN 01, 2016 | 139.49   | 4.00        | 135.49    | 962.25   |
| FEB 01, 2016 | 139.49   | 3.50        | 135.99    | 826.26   |
| MAR 01, 2016 | 139.49   | 3.01        | 136.48    | 689.78   |
| APR 01, 2016 | 139.49   | 2.51        | 136.98    | 552.80   |
| MAY 01, 2016 | 139.49   | 2.01        | 137.48    | 415.32   |
| JUN 01, 2016 | 139.49   | 1.51        | 137.98    | 277.34   |
| JUL 01, 2016 | 139.49   | 1.01        | 138.48    | 138.86   |
| AUG 01, 2016 | 139.49   | 0.63        | 138.86    | 0.00     |
|              | -----    | -----       | -----     |          |
| Total        | 6,695.52 | 540.52      | 6,155.00  |          |





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June 6, 2012

**EXPLANATION FOR CERTIFICATION OF DIFFERENT AMOUNT – Application No. 37 - Final**

Contractor: Jim Lagana Plumbing and Heating, Inc.  
Project: Additions and Alterations to  
East Stroudsburg Area Senior High School – South  
Phase “2” – Buildings and Site  
**School and Site Project**  
East Stroudsburg Area School District  
Project No. 27-00-R.2  
Contract: Plumbing Construction


Certification has been made for a different amount than that of the enclosed application for the following reasons in accordance with the General Conditions of the Contract (Article 9):

Application reflects correction of math errors, inclusion of Unit Price Contract Materials Change Order credit, and close-out of previous outstanding Change Orders.

Revised application is as follows:

|  |                     |
|--|---------------------|
| (1) Original Contract Sum                  | 3,688,500.00        |
| (2) Net Change by Change Orders            | <u>-271,076.88</u>  |
| (3) Contract Sum to Date                   | 3,417,423.12        |
| (4) Total Completed & Stored to Date       | 3,417,423.12        |
| (5) Retainage                              | <u>0.00</u>         |
| (6) Total Earned Less Retainage            | 3,417,423.12        |
| (7) Less Previous Certificates for Payment | <u>3,347,065.73</u> |
| (8) Current Payment Due                    | 70,357.39           |
| (9) Balance to Finish, including Retainage | 0.00                |

Very truly yours,

  
John R. Howard, AIA  
Principal

Enclosure: Application for Payment Log  
Change Order Log

JRH:jk

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JUL 3 2012



ADDITIONS & ALTERATIONS TO:  
 EAST STROUDSBURG AREA SENIOR HIGH SCHOOL - SOUTH  
 PHASE "2", BUILDINGS AND SITE, SCHOOL AND SITE PROJECT  
 Project No. 27-00-R.2

Orig. Contract \$3,688,500.00

**CHANGE ORDER LOG**  
**PLUMBING CONSTRUCTION: Jim Lagana Plumbing & Heating Inc.**

| No.  | Date     | Description  | Amount       | Time        | Approved       |
|------|----------|--|--------------|-------------|----------------|
| P-01 | 09/05/07 | School District payment to Energy Products for water heater            | -47,700.00   |             | CCD P-004      |
| P-02 | 10/02/07 | Extension of time for Phases N-1 and N-1A                              |              | + 48 days   | 10/15/07 F     |
| P-03 | 11/05/07 | School District reimbursement to Rado for supplementing                | -104,967.08  |             | CCD P-004      |
| P-04 | 12/10/07 | Extension of time for Phases N-1 and N-1A                              |              | 27+ 87 days |                |
| P-05 | 01/11/08 | School District reimbursement to Rado for supplementing                | -110,741.60  |             | CCD P-004      |
| P-06 | 06/23/08 | Costs to complete quarry tile flooring in Kitchen (Bkchg PC)           | -1,345.66    |             | CCD P-004      |
| P-07 | 06/23/08 | Patch & repair damaged wall areas at R-4, D&F (charge PC)              | -1,980.00    |             | CCD P-004      |
| P-08 | 06/23/08 | Replace damaged cig tiles in Kit.+ Café. (Bkchg GC,PC,HC & EC)         | -766.84      |             | CCD P-004      |
| P-09 | 06/26/08 | Patch exist plaster walls on First Floor of R-4 area (charge PC)       | -840.00      |             | 12/18/08 F     |
| P-10 | 06/26/08 | Unblock the floor drain in the boiler drain (Bkchg HC)                 | \$198.38     |             | CCD P-004      |
| P-11 | 06/26/08 | Unblock FD adjact. to boiler pad (Bkchg GC,HC,+EC)                     | \$295.88     |             | 12/18/08 F     |
| P-12 | 07/07/08 | Extension of Time Rejected by School Board                             |              | See C.O.    | 08/18/08 F     |
| P-13 | 07/24/08 | Repair walls & ceilings damaged by PC (Bkchg PC)                       | -\$2,451.15  |             | 12/18/08 F     |
| P-14 | 07/24/08 | Repair ceilings damaged by PC & HC (Bkchg PC & HC)                     | -\$113.88    |             | 12/18/08 F     |
| P-15 | 07/24/08 | Repair ceilings damaged by 4 Primes (Bkchg to GC,PC,HC,EC)             | -\$413.06    |             | 12/18/08 F     |
| P-16 | 08/13/08 | Add'l start up service by EC for emer.generator (Bkchg PC)             | -1,304.40    |             | CCD P-004      |
| P-17 | 09/03/08 | Repair damaged PC devices damaged by GC forklift (Bkchg GC)            | \$4,439.10   |             | 12/18/08 F     |
| P-18 | 09/04/08 | Repair damaged PC devices damaged by GC workers (Bkchg GC)             | \$9,401.61   |             | 10/21/08 F     |
| P-19 | 09/05/08 | Increase water line service requested by Boro (Bkchg GC)               | \$2,230.56   |             | 10/21/08 F     |
| P-20 | 09/05/08 | Repair installed acid & other piping damaged by Boro (Bkchg GC)        | \$6,325.57   |             | 10/21/08 F     |
| P-21 | 09/18/08 | Add'l material costs per CCD H-3,H-4, CO H-05 (Bkchg PC)               | -\$1,803.36  |             | 12/18/08 F     |
| P-22 | 11/06/08 | Renovate exist. Auditorium as request by Owner.                        | \$29,722.85  |             | 02/02/09 F     |
| P-23 | 01/08/09 | Delete L-shaped grab bar, Bamfor free seal, shower curtain & rod.      | -\$1,620.00  |             | 12/11/09 F     |
| P-24 | 01/19/09 | Re-lead panels damaged by PC (Bkchg PC)                                | \$0.00       | Void per    | 3-09-09 letter |
| P-25 | 01/21/09 | Bkchg to provide safety inspection services (Bkchg GC, HC, EC)         | -\$4,080.00  |             | CCD P-004      |
| P-26 | 01/26/09 | Bkchg to refin wd flr Gym F-107 dmg by 4 Primes (bkchg HC & EC)        | -\$1,338.40  |             | CCD P-004      |
| P-27 | 01/30/09 | Bkchg costs to clean up Project Site (Bkchg GC & HC)                   | -11,528.15   |             | CCD P-004      |
| P-28 | 01/30/09 | Bkchg costs to install concrete slabs in PC trenches of R5 & R6        | -\$6,018.12  |             | CCD P-004      |
| P-29 | 01/30/09 | Refund sales tax incorrectly included in CO #P-01                      | \$2,700.00   |             | 12/11/09 F     |
| P-30 | 02/06/09 | Bkchg costs for additional painting (Bkchg HC)                         | -\$529.83    |             | 12/11/09 F     |
| P-31 | 03/25/09 | Repair broken piping in Unit K (Bkchg GC)                              | \$2,140.74   |             | 12/11/09 F     |
| P-32 | 08/05/09 | Repair broken piping in Unit J (Bkchg GC)                              | \$1,049.66   |             | 12/11/09 F     |
| P-33 | 01/12/10 | Bkchg to remove exist. Water line in Maple St. from N. Courtland bldg. | -\$3,999.28  |             | 2/15/10 F      |
| P-34 | 02/15/10 | Bkchg to pour Greenhouse conc.slabs on OT per CCD G-02                 | -\$7,322.53  |             | CCD P-004      |
| P-35 | 05/30/12 | Close out of Unit Price Contract Materials                             | -\$18,717.89 |             |                |
|      |          | Total Proposed Change Orders   | -271,076.88  |             |                |

Total Proposed New Contract Amount \$3,417,423.12

Current Total Approved Change Orders (\$271,076.88)

Total Approved New Contract Amount \$3,417,423.12

**ADDITIONS & ALTERATIONS TO:  
EAST STROUDSBURG AREA SENIOR HIGH SCHOOL - SOUTH  
PHASE "2", BUILDINGS AND SITE, SCHOOL AND SITE PROJECT  
Project No. 27-00-R.2**

Orig. Contract    \$3,688,500.00

**PAYMENT APPLICATION LOG  
PLUMBING CONSTRUCTION: Lagana Plumbing & Heating**

| No.     | Date       | Payment Amt. | Change Orders | Balance to Finish | CO Summary   |
|---------|------------|--------------|---------------|-------------------|--------------|
| 1       | 7/15/2006  | \$181,670.00 |               | \$3,506,830.00    |              |
| 2       | 8/31/2006  | \$352,528.83 |               | \$3,154,301.17    |              |
| 3       | 9/30/2006  | \$133,209.60 |               | \$3,021,091.57    |              |
| 4       | 10/31/2006 | \$117,377.31 |               | \$2,903,714.26    |              |
| 5       | 11/30/2006 | \$140,574.24 |               | \$2,763,140.02    |              |
| 6       | 12/31/2006 | \$58,216.90  |               | \$2,704,923.12    |              |
| 7       | 1/31/2007  | \$53,983.78  |               | \$2,650,939.34    |              |
| 8       | 2/28/2007  | \$27,356.17  |               | \$2,623,583.17    |              |
| 9       | 3/31/2007  | \$199,227.91 |               | \$2,424,355.26    |              |
| 10      | 4/30/2007  | \$120,254.55 |               | \$2,304,100.71    |              |
| 11      | 5/31/2007  | \$274,955.74 |               | \$2,029,144.97    |              |
| 12      |            | \$0.00       |               | \$2,029,144.97    |              |
| 13      | 6/30/2007  | \$152,132.05 |               | \$1,877,012.92    |              |
| 14      | 6/30/2007  | \$61,939.23  |               | \$1,815,073.69    |              |
| 15      |            |              | Voided        |                   |              |
| 15 Rev. | 7/31/2007  | \$10,006.69  |               | \$1,805,067.00    |              |
| 16      | 8/31/2007  | \$37,362.69  |               | \$1,767,714.31    |              |
| 17      | 9/30/2007  | \$95,411.40  |               | \$1,672,302.91    |              |
| 18      | 10/31/2007 | \$57,042.59  |               | \$1,615,260.32    |              |
| P-01    |            |              | -\$47,700.00  | \$1,567,560.32    | -\$47,700.00 |
| 19      | 11/30/2007 | \$80,173.75  |               | \$1,487,386.57    |              |
| 20      | 12/31/2007 | \$40,280.30  |               | \$1,447,106.27    |              |
| P-03    |            |              | -\$104,967.08 | \$1,342,139.19    | -104,967.08  |
| 21      | 1/31/2008  | \$102,431.00 |               | \$1,239,708.19    |              |
| 22      | 2/29/2008  | \$2,479.81   |               | \$1,237,228.38    |              |
| 23      | 3/31/2008  | \$18,284.61  |               | \$1,218,943.77    |              |
| 24      | 4/30/2008  | \$73,225.61  |               | \$1,145,718.16    |              |
| 25      | 5/31/2008  | \$35,367.91  |               | \$1,110,350.25    |              |
| 26      | 7/30/2008  | \$62,244.42  |               | \$1,048,105.83    |              |
| P-05    |            |              | -\$110,741.60 | \$937,364.23      | -110,741.60  |
| 27      | 8/31/2008  | \$6,768.25   |               | \$930,595.98      |              |
| 28      | 9/30/2008  | \$116,251.40 |               | \$814,344.58      |              |
| 29      | 9/30/2008  | \$34,337.35  |               | \$780,007.23      |              |
| 30      | 10/31/2008 | \$147,028.20 |               | \$632,979.03      |              |
| 31      | 11/30/2008 | \$205,364.08 |               | \$427,614.95      |              |
| 32      | 12/31/2008 | \$39,241.35  |               | \$388,373.60      |              |
| 33      | 1/31/2009  | \$101,601.52 |               | \$286,772.08      |              |
| P-10    |            |              | \$198.38      | \$286,970.46      |              |
| P-17    |            |              | \$4,439.10    | \$291,409.56      |              |
| P-18    |            |              | \$9,401.61    | \$300,811.17      |              |
| P-20    |            |              | \$6,325.57    | \$307,136.74      |              |
| P-22    |            |              | \$29,722.85   | \$336,859.59      | \$50,087.51  |
| 34      | 3/31/2009  | \$154,926.06 |               | \$181,933.53      |              |
| 35      | 5/31/2009  | \$32,346.59  |               | \$149,586.94      |              |
| 36      | 8/31/2009  | \$21,473.84  |               | \$128,113.10      |              |
| P-06    |            |              | -\$1,345.66   | \$126,767.44      |              |
| P-07    |            |              | -\$1,980.00   | \$124,787.44      |              |
| P-08    |            |              | -\$766.84     | \$124,020.60      |              |
| P-09    |            |              | -\$840.00     | \$123,180.60      |              |
| P-11    |            |              | \$295.88      | \$123,476.48      |              |

| No.  | Date      | Payment Amt. | Change Orders | Balance to Finish | CO Summary   |
|------|-----------|--------------|---------------|-------------------|--------------|
| P-13 |           |              | -\$2,451.15   | \$121,025.33      |              |
| P-14 |           |              | -\$113.88     | \$120,911.45      |              |
| P-15 |           |              | -\$413.06     | \$120,498.39      |              |
| P-16 |           |              | -\$1,304.40   | \$119,193.99      |              |
| P-19 |           |              | \$2,230.56    | \$121,424.55      |              |
| P-21 |           |              | -\$1,803.36   | \$119,621.19      |              |
| P-23 |           |              | -\$1,620.00   | \$118,001.19      |              |
| P-25 |           |              | -\$4,080.00   | \$113,921.19      |              |
| P-26 |           |              | -\$1,338.40   | \$112,582.79      |              |
| P-27 |           |              | -\$11,528.15  | \$101,054.64      |              |
| P-28 |           |              | -\$6,018.12   | \$95,036.52       |              |
| P-29 |           |              | \$2,700.00    | \$97,736.52       |              |
| P30  |           |              | -\$529.83     | \$97,206.69       |              |
| P-31 |           |              | \$2,140.74    | \$99,347.43       |              |
| P-32 |           |              | \$1,049.66    | \$100,397.09      |              |
| P-33 |           |              | -\$3,999.28   | \$96,397.81       |              |
| P-34 |           |              | -\$7,322.53   | \$89,075.28       |              |
| P-35 |           |              | -\$18,717.89  | \$70,357.39       | -\$57,755.71 |
| 37   | 5/31/2012 | 70,357.39    |               | \$0.00            |              |

|                          |                |               |                       |               |
|--------------------------|----------------|---------------|-----------------------|---------------|
| Change Order Total =     | \$3,417,423.12 | -\$271,076.88 | <u>\$3,417,423.12</u> | -\$271,076.88 |
| Total Contract To Date = |                |               |                       |               |

COs Not Listed  
P-04 Time Ext.

| <b>Lagana Plumbing &amp; Heating - HSS</b> | <b>Amount Paid<br/>from CP</b> |
|--|--------------------------------|
| Application #1 (Cert. for Lesser Amt.)     | 181,670.00                     |
| Application #2                             | 352,528.83                     |
| Application #3                             | 133,209.60                     |
| Application #4                             | 117,377.31                     |
| Application #5                             | 140,574.24                     |
| Application #6                             | 58,216.90                      |
| Application #7 (Cert. for Lesser Amt.)     | 53,983.78                      |
| Application #8                             | 27,356.17                      |
| Application #9                             | 199,227.91                     |
| Application #10                            | 120,254.55                     |
| Application #11 (#12)                      | 274,955.74                     |
| Application #13                            | 152,132.05                     |
| Application #14                            | 61,939.23                      |
| Application #15 (Cert. for Lesser Amt.)    | 10,006.69                      |
| Application #16 (Cert. for Lesser Amt.)    | 37,352.69                      |
| Application #17                            | 95,411.40                      |
| Application #18                            | 57,042.69                      |
| Application #19                            | 80,173.75                      |
| Application #20                            | 40,280.30                      |
| Application #21                            | 102,431.00                     |
| Application #22                            | 2,479.81                       |
| Application #23                            | 18,284.61                      |
| Application #24                            | 73,225.61                      |
| Application #25                            | 35,367.91                      |
| Application #26                            | 62,244.42                      |
| Application #27                            | 6,768.25                       |
| Application #28                            | 116,251.40                     |
| Application #29                            | 34,337.35                      |
| Application #30                            | 147,028.20                     |
| Application #31                            | 205,364.08                     |
| Application #32                            | 39,241.35                      |
| Application #33                            | 101,601.52                     |
| Application #34                            | 154,926.06                     |
| Application #35                            | 32,346.59                      |
| Application #36                            | 21,473.84                      |
|  | <b>3,347,065.73</b>            |

5/25/2012

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGES

PAGE ONE OF

TO OWNER: E Stroudsburg Area School  
 P O Box 298  
 E Stroudsburg, PA 18301

Project: East Stroudsburg HS South  
 Plumbing

APPLICATION NO: 37 Final

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR:  
 VIA ARCHITECT: The Architectural Studio  
 732 Turner Street  
 Allentown, PA 18102

PERIOD TO: 9/30/09

PROJECT NOS: 27-00-R.2

CONTRACT FOR: Plumbing Construction

CONTRACT DATE: 07/06/06

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

|   |                |
|---|----------------|
| 1. ORIGINAL CONTRACT SUM .....  | \$3,688,500.00 |
| 2. Net change by Change Orders .....  | \$285,485.29   |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) .....  | \$3,403,014.71 |
| 4. TOTAL COMPLETED & STORED TO DATE .....   | \$3,403,014.71 |
| 5. RETAINAGE:<br>a. 0 % of Items 1 - 85<br>b. 0 % of Items 86 - 360<br>Total Retainage (Lines 5a + 5b or Total in Column 1 of G703) ..... | \$0.00         |
| 6. TOTAL EARNED LESS RETAINAGE .....  | \$3,403,014.71 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....   | \$3,361,131.85 |
| 8. CURRENT PAYMENT DUE .....  | \$41,882.86    |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE .....   | \$0.00         |

| CHANGE ORDER SUMMARY                               | ADDITIONS    | DEDUCTIONS   |
|--|--------------|--------------|
| Total changes approved in previous months by Owner | \$58,504.35  | \$299,541.53 |
| Total approved this Month                          | \$0.00       | \$44,448.71  |
| <b>TOTALS</b>                                      | \$58,504.35  | \$343,989.64 |
| <b>NET CHANGES by Change Order</b>                 | \$285,485.29 |              |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim Lagana Plumbing & Heating, Inc.

By:  Date: 10/29/2011

Slate of: Pennsylvania County of: Luzerne  
 Subscribed and sworn to before me this 29th Day of October 2011.  
 Notary Public: ELIEZER VEGA  
 My Commission Expires: Notary Public

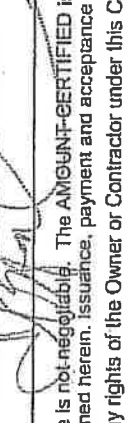
## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 70,357.39

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: THE ARCHITECTURAL STUDIO

By:  Date: 06-06-2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5293

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992  
 Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

ps 7/8/12  
 A3 6-02

Co(OWNER): E STROUDSBURG AREA SCHOOL DIST  
 ADMIN CENTER PO BOX 298  
 321 N. COURTLAND STREET  
 EAST STROUDSBURG, PA 18301  
 From: JLPH, INC  
 386 Airport Road, #3  
 Hazle Township, PA 18202-9324

Project: East Stroudsburg HS South  
 ADMIN CENTER PO BOX 298  
 321 N. COURTLAND STREET  
 EAST STROUDSBURG, PA 18301

Application No: 37  
 Invoice No: 37.03  
 Period To: 9/30/2009

Via(Architect):

Architect's  
 Project No:  
 Invoice Date: 8/24/2011  
 Contract Date: 6/21/2006

| CHANGE ORDER SUMMARY        | ADDITIONS        | DEDUCTIONS        |
|-----------------------------|------------------|-------------------|
| Approved previous months    | 50,087.51        | 263,408.68        |
| Approved this month         | 14,185.88        | 109,601.95        |
| <b>TOTALS</b>               | <b>64,273.39</b> | <b>373,010.63</b> |
| Net change by change orders | 308,737.24       |                   |

|   |                       |
|---|-----------------------|
| 1. ORIGINAL CONTRACT SUM.....S                  | 3,688,500.00          |
| 2. Net change by Change Orders.....S            | <del>308,737.24</del> |
| 3. CONTRACT SUM TO DATE(Line 1 +/- 2).....S     | 3,379,762.76          |
| 4. TOTAL COMPLETED & STORED TO DATE.....S       | 3,379,762.76          |
| 5. RETAINAGE.....S                              | 0.00                  |
| 6. TOTAL EARNED LESS RETAINAGE.....S            | 3,379,762.76          |
| (Line 4 less Line 5)                            |                       |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....S | 3,361,131.85          |
| (Line 6 from prior Certificate)                 |                       |
| 8. SALES TAX.....S                              | 0.00                  |
| 9. CURRENT PAYMENT DUE.....S                    | 18,630.91             |
| 10. BALANCE TO FINISH, PLUS RETAINAGE.....S     | 0.00                  |
| (Line 3 less Line 6)                            |                       |

| ITEM NO. | DESCRIPTION OF WORK          | SCHEDULED VALUE | WORK COMPLETED               |             | MATERIALS PRESENTLY STORED (Net in D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % G/C | BALANCE TO FINISH (C-G) | RETAINAGE |
|----------|------------------------------|-----------------|------------------------------|-------------|--|--|-------|-------------------------|-----------|
|          |                              |                 | FROM PREV. APPLICATION (D+E) | THIS PERIOD |  |  |       |                         |           |
| 01       | N1 B&C Mobilization          | 22,623.00       | 22,623.00                    | 0.00        | 0.00                                       | 22,623.00                                  | 100   | 0.00                    | 0.00      |
| 02       | N1 B&C Permit                | 66,365.00       | 66,365.00                    | 0.00        | 0.00                                       | 66,365.00                                  | 100   | 0.00                    | 0.00      |
| 03       | N1 B&C Insurance/trailer     | 68,477.00       | 68,477.00                    | 0.00        | 0.00                                       | 68,477.00                                  | 100   | 0.00                    | 0.00      |
| 04       | N1 B&C Bond                  | 92,213.00       | 92,213.00                    | 0.00        | 0.00                                       | 92,213.00                                  | 100   | 0.00                    | 0.00      |
| 04A      | Coordination Drawings        | 10,000.00       | 10,000.00                    | 0.00        | 0.00                                       | 10,000.00                                  | 100   | 0.00                    | 0.00      |
| 05       | N1 B&C BFF DWV - Material    | 19,697.00       | 19,697.00                    | 0.00        | 0.00                                       | 19,697.00                                  | 100   | 0.00                    | 0.00      |
| 06       | N1 B&C BFF - Labor           | 20,352.00       | 20,352.00                    | 0.00        | 0.00                                       | 20,352.00                                  | 100   | 0.00                    | 0.00      |
| 07       | N1 B&C AFF-DWV Material      | 7,117.00        | 7,117.00                     | 0.00        | 0.00                                       | 7,117.00                                   | 100   | 0.00                    | 0.00      |
| 08       | N1 B&C AFF - Labor           | 15,438.00       | 15,438.00                    | 0.00        | 0.00                                       | 15,438.00                                  | 100   | 0.00                    | 0.00      |
| 09       | N1 B&C Water Lines-Material  | 140,470.00      | 140,470.00                   | 0.00        | 0.00                                       | 140,470.00                                 | 100   | 0.00                    | 0.00      |
| 10       | N1 B&C Water Lines-Labor     | 53,964.00       | 53,964.00                    | 0.00        | 0.00                                       | 53,964.00                                  | 100   | 0.00                    | 0.00      |
| 11       | N1 B&C Storm Line Material   | 5,797.00        | 5,797.00                     | 0.00        | 0.00                                       | 5,797.00                                   | 100   | 0.00                    | 0.00      |
| 12       | N1 B&C Storm Lines-Labor     | 16,592.00       | 16,592.00                    | 0.00        | 0.00                                       | 16,592.00                                  | 100   | 0.00                    | 0.00      |
| 13       | N1 B&C Fixtures - Labor      | 22,519.00       | 22,519.00                    | 0.00        | 0.00                                       | 22,519.00                                  | 100   | 0.00                    | 0.00      |
| 14       | N1 B&C Fixtures-Material     | 152,714.00      | 152,714.00                   | 0.00        | 0.00                                       | 152,714.00                                 | 100   | 0.00                    | 0.00      |
| 15       | N1 B&C Sprinkler Engineering | 100,000.00      | 100,000.00                   | 0.00        | 0.00                                       | 100,000.00                                 | 100   | 0.00                    | 0.00      |
| 16       | N1 B&C Sprinkler-Material    | 127,215.00      | 127,215.00                   | 0.00        | 0.00                                       | 127,215.00                                 | 100   | 0.00                    | 0.00      |
| 17       | N1 B&C Sprinkler - Labor     | 48,600.00       | 48,600.00                    | 0.00        | 0.00                                       | 48,600.00                                  | 100   | 0.00                    | 0.00      |
| 18       | N1 B&C Gas Piping-Material   | 10,138.00       | 10,138.00                    | 0.00        | 0.00                                       | 10,138.00                                  | 100   | 0.00                    | 0.00      |
| 19       | N1 B&C Gas Piping Labor      | 13,106.00       | 13,106.00                    | 0.00        | 0.00                                       | 13,106.00                                  | 100   | 0.00                    | 0.00      |
| 20       | N1 B&C Air Compressor-Labor  | 2,706.00        | 2,706.00                     | 0.00        | 0.00                                       | 2,706.00                                   | 100   | 0.00                    | 0.00      |
| 21       | N1 B&C Compressor-Material   | 1,313.00        | 1,313.00                     | 0.00        | 0.00                                       | 1,313.00                                   | 100   | 0.00                    | 0.00      |
| 22       | N1 B&C Dumpsters             | 1,052.00        | 1,052.00                     | 0.00        | 0.00                                       | 1,052.00                                   | 100   | 0.00                    | 0.00      |
| 23       | N1 B&C Hangers - Material    | 14,753.00       | 14,753.00                    | 0.00        | 0.00                                       | 14,753.00                                  | 100   | 0.00                    | 0.00      |
| 24       | N1 B&C Hangers - Labor       | 19,715.00       | 19,715.00                    | 0.00        | 0.00                                       | 19,715.00                                  | 100   | 0.00                    | 0.00      |
| 25       | N1 B&C Cut Patch Material    | 13,699.00       | 13,699.00                    | 0.00        | 0.00                                       | 13,699.00                                  | 100   | 0.00                    | 0.00      |
| 26       | N1 B&C Cut Patch-Labor       | 10,882.00       | 10,882.00                    | 0.00        | 0.00                                       | 10,882.00                                  | 100   | 0.00                    | 0.00      |
| 27       | N1 B&C Valve Tag ID-Material | 142.00          | 142.00                       | 0.00        | 0.00                                       | 142.00                                     | 100   | 0.00                    | 0.00      |
| 28       | N1 B&C Valve Tag - Labor     | 160.00          | 160.00                       | 0.00        | 0.00                                       | 160.00                                     | 100   | 0.00                    | 0.00      |
| 29       | N1 B&C Excavation-Material   | 6,977.00        | 6,977.00                     | 0.00        | 0.00                                       | 6,977.00                                   | 100   | 0.00                    | 0.00      |
| 30       | N1 B&C Submittal/buyouts     | 1,250.00        | 1,250.00                     | 0.00        | 0.00                                       | 1,250.00                                   | 100   | 0.00                    | 0.00      |
| 31       | N1 B&C Insul/Shield Material | 466.00          | 466.00                       | 0.00        | 0.00                                       | 466.00                                     | 100   | 0.00                    | 0.00      |
| 32       | N1 B&C Insul/Shields Sub     | 28,000.00       | 28,000.00                    | 0.00        | 0.00                                       | 28,000.00                                  | 100   | 0.00                    | 0.00      |
| 33       | N1 B&C Crane                 | 0.00            | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | **    | 0.00                    | 0.00      |
| 34       | N1 B&C JLPH Equipment        | 1,499.00        | 1,499.00                     | 0.00        | 0.00                                       | 1,499.00                                   | 100   | 0.00                    | 0.00      |
| 35       | N1 B&C JLPH Eqpm Labor       | 185.00          | 185.00                       | 0.00        | 0.00                                       | 185.00                                     | 100   | 0.00                    | 0.00      |
| 36       | N1 B&C Acid Waste-Material   | 22,766.00       | 22,766.00                    | 0.00        | 0.00                                       | 22,766.00                                  | 100   | 0.00                    | 0.00      |
| 37       | N1 B&C Acid Waste Labor      | 10,287.00       | 10,287.00                    | 0.00        | 0.00                                       | 10,287.00                                  | 100   | 0.00                    | 0.00      |
| 38       | N1 B&C Fire Caulk-Material   | 310.00          | 310.00                       | 0.00        | 0.00                                       | 310.00                                     | 100   | 0.00                    | 0.00      |
| 39       | N1 B&C Fire Caulk-Labor      | 395.00          | 395.00                       | 0.00        | 0.00                                       | 395.00                                     | 100   | 0.00                    | 0.00      |
| 40       | N1 B&C General Requirements  | 460.00          | 460.00                       | 0.00        | 0.00                                       | 460.00                                     | 100   | 0.00                    | 0.00      |

| ITEM NO. | DESCRIPTION OF WORK             | SCHEDULED VALUE | WORK COMPLETED               |             | MATERIALS PRESENTLY STORED (Not In D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % G/ C | BALANCE TO FINISH (C-G) | RETAINAGE |
|----------|---------------------------------|-----------------|------------------------------|-------------|--|--|--------|-------------------------|-----------|
|          |                                 |                 | FROM PREV. APPLICATION (D+E) | THIS PERIOD |  |  |        |                         |           |
| 41       | N1 B&C Concrete Material        | 2,366.00        | 2,366.00                     | 0.00        | 0.00                                       | 2,366.00                                   | 100    | 0.00                    | 0.00      |
| 42       | N1 B&C Concrete Labor           | 710.00          | 710.00                       | 0.00        | 0.00                                       | 710.00                                     | 100    | 0.00                    | 0.00      |
| 43       | N1 B&C Water Htr & Tank         | 0.00            | 0.00                         | 0.00        | 0.00                                       | 0.00                                       | **     | 0.00                    | 0.00      |
| 44       | N1 B&C Testing                  | 515.00          | 515.00                       | 0.00        | 0.00                                       | 515.00                                     | 100    | 0.00                    | 0.00      |
| 45       | N1 B&C Rgh Electrci-Lbr         | 115.00          | 115.00                       | 0.00        | 0.00                                       | 115.00                                     | 100    | 0.00                    | 0.00      |
| 46       | N1 B&C Rough Electrical-Materl  | 297.00          | 297.00                       | 0.00        | 0.00                                       | 297.00                                     | 100    | 0.00                    | 0.00      |
| 47       | N1 B&C Painting                 | 295.00          | 295.00                       | 0.00        | 0.00                                       | 295.00                                     | 100    | 0.00                    | 0.00      |
| 48       | N1 B&C Project Management       | 3,660.00        | 3,660.00                     | 0.00        | 0.00                                       | 3,660.00                                   | 100    | 0.00                    | 0.00      |
| 49       | N1 B&C Project Close Out        | 1,270.00        | 1,270.00                     | 0.00        | 0.00                                       | 1,270.00                                   | 100    | 0.00                    | 0.00      |
| 50       | N1 B&C Fuel - Equipment         | 400.00          | 400.00                       | 0.00        | 0.00                                       | 400.00                                     | 100    | 0.00                    | 0.00      |
| 51       | N1A C&D fixtures - labor        | 14,390.00       | 14,390.00                    | 0.00        | 0.00                                       | 14,390.00                                  | 100    | 0.00                    | 0.00      |
| 52       | N1A C&D fixtures - material     | 76,301.00       | 76,301.00                    | 0.00        | 0.00                                       | 76,301.00                                  | 100    | 0.00                    | 0.00      |
| 53       | N1A C&D Sprinkler - Material    | 99,198.00       | 99,198.00                    | 0.00        | 0.00                                       | 99,198.00                                  | 100    | 0.00                    | 0.00      |
| 54       | N1A C&D sprinkler - Labor       | 50,711.00       | 50,711.00                    | 0.00        | 0.00                                       | 50,711.00                                  | 100    | 0.00                    | 0.00      |
| 55       | N1A C&D gas piping - material   | 19,972.00       | 19,972.00                    | 0.00        | 0.00                                       | 19,972.00                                  | 100    | 0.00                    | 0.00      |
| 56       | N1A C&D Gas piping - Labor      | 24,052.00       | 24,052.00                    | 0.00        | 0.00                                       | 24,052.00                                  | 100    | 0.00                    | 0.00      |
| 57       | N1A C&D Dumpsters               | 1,052.00        | 1,052.00                     | 0.00        | 0.00                                       | 1,052.00                                   | 100    | 0.00                    | 0.00      |
| 58       | N1A C&D Hangers - material      | 5,087.00        | 5,087.00                     | 0.00        | 0.00                                       | 5,087.00                                   | 100    | 0.00                    | 0.00      |
| 59       | N1A C&D Hangers Labor           | 6,435.00        | 6,435.00                     | 0.00        | 0.00                                       | 6,435.00                                   | 100    | 0.00                    | 0.00      |
| 60       | N1A C&D cut patch demo - mater  | 5,412.00        | 5,412.00                     | 0.00        | 0.00                                       | 5,412.00                                   | 100    | 0.00                    | 0.00      |
| 61       | N1A C&D cut patch demo labor    | 9,607.00        | 9,607.00                     | 0.00        | 0.00                                       | 9,607.00                                   | 100    | 0.00                    | 0.00      |
| 62       | N1A C&D Valve tag ID - Material | 120.00          | 120.00                       | 0.00        | 0.00                                       | 120.00                                     | 100    | 0.00                    | 0.00      |
| 63       | N1A C&D Valve tag - labor       | 102.00          | 102.00                       | 0.00        | 0.00                                       | 102.00                                     | 100    | 0.00                    | 0.00      |
| 64       | N1A C&D Excavation material     | 7,575.00        | 7,575.00                     | 0.00        | 0.00                                       | 7,575.00                                   | 100    | 0.00                    | 0.00      |
| 65       | N1A C&D Submittal/buyouts       | 1,250.00        | 1,250.00                     | 0.00        | 0.00                                       | 1,250.00                                   | 100    | 0.00                    | 0.00      |
| 66       | N1A C&D Insul/shield material   | 553.00          | 553.00                       | 0.00        | 0.00                                       | 553.00                                     | 100    | 0.00                    | 0.00      |
| 67       | N1A C&D Insul/shields sub       | 33,514.00       | 33,514.00                    | 0.00        | 0.00                                       | 33,514.00                                  | 100    | 0.00                    | 0.00      |
| 68       | N1A C&D Crane                   | 1,650.00        | 1,650.00                     | 0.00        | 0.00                                       | 1,650.00                                   | 100    | 0.00                    | 0.00      |
| 69       | N1A C&D JLPH Equipment          | 1,250.00        | 1,250.00                     | 0.00        | 0.00                                       | 1,250.00                                   | 100    | 0.00                    | 0.00      |
| 70       | N1A C&D JLPH equipment Labor    | 239.00          | 239.00                       | 0.00        | 0.00                                       | 239.00                                     | 100    | 0.00                    | 0.00      |
| 71       | N1A C&D Acid waste Material     | 18,950.00       | 18,950.00                    | 0.00        | 0.00                                       | 18,950.00                                  | 100    | 0.00                    | 0.00      |
| 72       | N1A C&D Acid waste - labor      | 12,827.00       | 12,827.00                    | 0.00        | 0.00                                       | 12,827.00                                  | 100    | 0.00                    | 0.00      |
| 73       | N1A C&D Fire Caulk material     | 260.00          | 260.00                       | 0.00        | 0.00                                       | 260.00                                     | 100    | 0.00                    | 0.00      |
| 74       | N1A C&D Fire caulk - labor      | 365.00          | 365.00                       | 0.00        | 0.00                                       | 365.00                                     | 100    | 0.00                    | 0.00      |
| 75       | N1A C&D Gen Requirements        | 460.00          | 460.00                       | 0.00        | 0.00                                       | 460.00                                     | 100    | 0.00                    | 0.00      |
| 76       | N1A C&D concrete Material       | 3,012.00        | 3,012.00                     | 0.00        | 0.00                                       | 3,012.00                                   | 100    | 0.00                    | 0.00      |
| 77       | N1A C&D Concrete Labor          | 710.00          | 710.00                       | 0.00        | 0.00                                       | 710.00                                     | 100    | 0.00                    | 0.00      |
| 78       | N1A C&D water heater & tank     | 107,140.00      | 107,140.00                   | 0.00        | 0.00                                       | 107,140.00                                 | 100    | 0.00                    | 0.00      |
| 79       | N1A C&D Testing                 | 515.00          | 515.00                       | 0.00        | 0.00                                       | 515.00                                     | 100    | 0.00                    | 0.00      |
| 80       | N1A C&D Rough Electrical labor  | 115.00          | 115.00                       | 0.00        | 0.00                                       | 115.00                                     | 100    | 0.00                    | 0.00      |
| 81       | N1A C&D Rough Electrical mater  | 285.00          | 285.00                       | 0.00        | 0.00                                       | 285.00                                     | 100    | 0.00                    | 0.00      |
| 82       | N1A C&D Painting                | 295.00          | 295.00                       | 0.00        | 0.00                                       | 295.00                                     | 100    | 0.00                    | 0.00      |
| 83       | N1A C&D Project Management      | 3,298.00        | 3,298.00                     | 0.00        | 0.00                                       | 3,298.00                                   | 100    | 0.00                    | 0.00      |
| 84       | N1A C&D Project Close Out       | 1,270.00        | 1,270.00                     | 0.00        | 0.00                                       | 1,270.00                                   | 100    | 0.00                    | 0.00      |
| 85       | N1A C&D fuel for equipmctn      | 400.00          | 400.00                       | 0.00        | 0.00                                       | 400.00                                     | 100    | 0.00                    | 0.00      |
| 86       | N2A BFF Material DWV            | 17,609.00       | 17,609.00                    | 0.00        | 0.00                                       | 17,609.00                                  | 100    | 0.00                    | 0.00      |
| 87       | N2A BFF Labor                   | 14,662.00       | 14,662.00                    | 0.00        | 0.00                                       | 14,662.00                                  | 100    | 0.00                    | 0.00      |
| 88       | N2A AFF material DWV            | 7,638.00        | 7,638.00                     | 0.00        | 0.00                                       | 7,638.00                                   | 100    | 0.00                    | 0.00      |
| 89       | N2A AFF Labor                   | 10,137.00       | 10,137.00                    | 0.00        | 0.00                                       | 10,137.00                                  | 100    | 0.00                    | 0.00      |
| 90       | N2A Water Line Material         | 51,274.00       | 51,274.00                    | 0.00        | 0.00                                       | 51,274.00                                  | 100    | 0.00                    | 0.00      |
| 91       | N2A Water Line Labor            | 22,627.00       | 22,627.00                    | 0.00        | 0.00                                       | 22,627.00                                  | 100    | 0.00                    | 0.00      |
| 92       | N2A Storm Lines Material        | 2,282.00        | 2,282.00                     | 0.00        | 0.00                                       | 2,282.00                                   | 100    | 0.00                    | 0.00      |
| 93       | N2A Storm Lines Labor           | 12,470.00       | 12,470.00                    | 0.00        | 0.00                                       | 12,470.00                                  | 100    | 0.00                    | 0.00      |
| 94       | N2A Fixtures Labor              | 18,185.00       | 18,185.00                    | 0.00        | 0.00                                       | 18,185.00                                  | 100    | 0.00                    | 0.00      |
| 95       | N2A Fitures Material            | 73,571.00       | 73,571.00                    | 0.00        | 0.00                                       | 73,571.00                                  | 100    | 0.00                    | 0.00      |
| 96       | N2A Sprinkler Material          | 41,634.00       | 41,634.00                    | 0.00        | 0.00                                       | 41,634.00                                  | 100    | 0.00                    | 0.00      |
| 97       | N2A Sprinkler Labor             | 17,121.00       | 17,121.00                    | 0.00        | 0.00                                       | 17,121.00                                  | 100    | 0.00                    | 0.00      |
| 98       | N2A Gas Piping material         | 2,263.00        | 2,263.00                     | 0.00        | 0.00                                       | 2,263.00                                   | 100    | 0.00                    | 0.00      |
| 99       | N2A gas pipe labor              | 3,473.00        | 3,473.00                     | 0.00        | 0.00                                       | 3,473.00                                   | 100    | 0.00                    | 0.00      |
| 100      | N2A Hangers material            | 3,052.00        | 3,052.00                     | 0.00        | 0.00                                       | 3,052.00                                   | 100    | 0.00                    | 0.00      |
| 101      | N2A Hanger labor                | 6,324.00        | 6,324.00                     | 0.00        | 0.00                                       | 6,324.00                                   | 100    | 0.00                    | 0.00      |
| 102      | N2A cut patch demo material     | 325.00          | 325.00                       | 0.00        | 0.00                                       | 325.00                                     | 100    | 0.00                    | 0.00      |
| 103      | N2A cut patch demo labor        | 119.00          | 119.00                       | 0.00        | 0.00                                       | 119.00                                     | 100    | 0.00                    | 0.00      |
| 104      | N2A Valve Tag ID material       | 35.00           | 35.00                        | 0.00        | 0.00                                       | 35.00                                      | 100    | 0.00                    | 0.00      |
| 105      | N2A Valve Tag Labor             | 30.00           | 30.00                        | 0.00        | 0.00                                       | 30.00                                      | 100    | 0.00                    | 0.00      |
| 106      | N2A Excavation material         | 10,542.00       | 10,542.00                    | 0.00        | 0.00                                       | 10,542.00                                  | 100    | 0.00                    | 0.00      |
| 107      | N2A Submittals/buyouts          | 1,250.00        | 1,250.00                     | 0.00        | 0.00                                       | 1,250.00                                   | 100    | 0.00                    | 0.00      |
| 108      | N2A Insul/shields Material      | 500.00          | 500.00                       | 0.00        | 0.00                                       | 500.00                                     | 100    | 0.00                    | 0.00      |
| 109      | N2A insul/shield labor          | 1,500.00        | 1,500.00                     | 0.00        | 0.00                                       | 1,500.00                                   | 100    | 0.00                    | 0.00      |
| 110      | N2A JLPH equipment              | 500.00          | 500.00                       | 0.00        | 0.00                                       | 500.00                                     | 100    | 0.00                    | 0.00      |

162



| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK      | C<br>SCHEDULED<br>VALUE | E<br>WORK COMPLETED                     |                  | F<br>MATERIALS<br>PRESENTLY<br>STORED (Not<br>In D or E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>%<br>G/<br>C | I<br>BALANCE TO<br>FINISH (C-G) | I<br>RETAINAGE |
|------------------|-------------------------------|-------------------------|---|------------------|--|---|-------------------|---------------------------------|----------------|
|                  |                               |                         | D<br>FROM PREV.<br>APPLICATION<br>(D+E) | E<br>THIS PERIOD |  |   |                   |                                 |                |
| 111              | N2A JLPB equipment labor      | 75.00                   | 75.00                                   | 0.00             | 0.00   | 75.00   | 100               | 0.00                            | 0.00           |
| 112              | N2A acid waste material       | 5,574.00                | 5,574.00                                | 0.00             | 0.00   | 5,574.00  | 100               | 0.00                            | 0.00           |
| 113              | N2A acid waste labor          | 3,349.00                | 3,349.00                                | 0.00             | 0.00   | 3,349.00  | 100               | 0.00                            | 0.00           |
| 114              | N2A Fire Caulk material       | 160.00                  | 160.00                                  | 0.00             | 0.00   | 160.00  | 100               | 0.00                            | 0.00           |
| 115              | N2A Fire caulk labor          | 182.00                  | 182.00                                  | 0.00             | 0.00   | 182.00  | 100               | 0.00                            | 0.00           |
| 116              | N2A general requirements      | 400.00                  | 400.00                                  | 0.00             | 0.00   | 400.00  | 100               | 0.00                            | 0.00           |
| 117              | N2A testing                   | 365.00                  | 365.00                                  | 0.00             | 0.00   | 365.00  | 100               | 0.00                            | 0.00           |
| 118              | N2A rough electrical labor    | 70.00                   | 70.00                                   | 0.00             | 0.00   | 70.00   | 100               | 0.00                            | 0.00           |
| 119              | N2A rough electrical material | 210.00                  | 210.00                                  | 0.00             | 0.00   | 210.00  | 100               | 0.00                            | 0.00           |
| 120              | N2A Painting                  | 140.00                  | 140.00                                  | 0.00             | 0.00   | 140.00  | 100               | 0.00                            | 0.00           |
| 121              | N2A project management        | 1,467.00                | 1,467.00                                | 0.00             | 0.00   | 1,467.00  | 100               | 0.00                            | 0.00           |
| 122              | N2A Project closeout          | 1,270.00                | 1,270.00                                | 0.00             | 0.00   | 1,270.00  | 100               | 0.00                            | 0.00           |
| 123              | N2A Fuel for equipment        | 200.00                  | 200.00                                  | 0.00             | 0.00   | 200.00  | 100               | 0.00                            | 0.00           |
| 124              | R2 BFF material DWV           | 3,283.00                | 3,283.00                                | 0.00             | 0.00   | 3,283.00  | 100               | 0.00                            | 0.00           |
| 125              | R2 BFF Labor                  | 5,678.00                | 5,678.00                                | 0.00             | 0.00   | 5,678.00  | 100               | 0.00                            | 0.00           |
| 126              | R2 AFF Material DWV           | 4,600.00                | 4,600.00                                | 0.00             | 0.00   | 4,600.00  | 100               | 0.00                            | 0.00           |
| 127              | R2 AFF Labor                  | 4,144.00                | 4,144.00                                | 0.00             | 0.00   | 4,144.00  | 100               | 0.00                            | 0.00           |
| 128              | R2 Water Lines Material       | 6,785.00                | 6,785.00                                | 0.00             | 0.00   | 6,785.00  | 100               | 0.00                            | 0.00           |
| 129              | R2 Water Lines Labor          | 5,373.00                | 5,373.00                                | 0.00             | 0.00   | 5,373.00  | 100               | 0.00                            | 0.00           |
| 130              | R2 Fixtures Labor             | 3,198.00                | 3,198.00                                | 0.00             | 0.00   | 3,198.00  | 100               | 0.00                            | 0.00           |
| 131              | R2 fixtures material          | 7,586.00                | 7,586.00                                | 0.00             | 0.00   | 7,586.00  | 100               | 0.00                            | 0.00           |
| 132              | R2 Sprinkler Material         | 5,140.00                | 5,140.00                                | 0.00             | 0.00   | 5,140.00  | 100               | 0.00                            | 0.00           |
| 133              | R2 Sprinkler Labor            | 2,635.00                | 2,635.00                                | 0.00             | 0.00   | 2,635.00  | 100               | 0.00                            | 0.00           |
| 134              | R2 Hangers material           | 583.00                  | 583.00                                  | 0.00             | 0.00   | 583.00  | 100               | 0.00                            | 0.00           |
| 135              | R2 Hangers labor              | 507.00                  | 507.00                                  | 0.00             | 0.00   | 507.00  | 100               | 0.00                            | 0.00           |
| 136              | R2 cut patch demo material    | 1,952.00                | 1,952.00                                | 0.00             | 0.00   | 1,952.00  | 100               | 0.00                            | 0.00           |
| 137              | R2 cut patch demo labor       | 2,043.00                | 2,043.00                                | 0.00             | 0.00   | 2,043.00  | 100               | 0.00                            | 0.00           |
| 138              | R2 Valve tag ID material      | 50.00                   | 50.00                                   | 0.00             | 0.00   | 50.00   | 100               | 0.00                            | 0.00           |
| 139              | R2 Valve tag ID labor         | 50.00                   | 50.00                                   | 0.00             | 0.00   | 50.00   | 100               | 0.00                            | 0.00           |
| 140              | R2 Submittals/buyouts         | 1,250.00                | 1,250.00                                | 0.00             | 0.00   | 1,250.00  | 100               | 0.00                            | 0.00           |
| 141              | R2 Insul/shields material     | 160.00                  | 160.00                                  | 0.00             | 0.00   | 160.00  | 100               | 0.00                            | 0.00           |
| 142              | R2 Insul/shields labor        | 2,500.00                | 2,500.00                                | 0.00             | 0.00   | 2,500.00  | 100               | 0.00                            | 0.00           |
| 143              | R2 JLPB equipment             | 459.00                  | 459.00                                  | 0.00             | 0.00   | 459.00  | 100               | 0.00                            | 0.00           |
| 144              | R2 JLPB equipment Labor       | 31.00                   | 31.00                                   | 0.00             | 0.00   | 31.00   | 100               | 0.00                            | 0.00           |
| 145              | R2 Fire caulk material        | 160.00                  | 160.00                                  | 0.00             | 0.00   | 160.00  | 100               | 0.00                            | 0.00           |
| 146              | R2 fire caulk labor           | 334.00                  | 334.00                                  | 0.00             | 0.00   | 334.00  | 100               | 0.00                            | 0.00           |
| 147              | R2 General requirements       | 200.00                  | 200.00                                  | 0.00             | 0.00   | 200.00  | 100               | 0.00                            | 0.00           |
| 148              | R2 Testing                    | 215.00                  | 215.00                                  | 0.00             | 0.00   | 215.00  | 100               | 0.00                            | 0.00           |
| 149              | R2 Project management         | 550.00                  | 550.00                                  | 0.00             | 0.00   | 550.00  | 100               | 0.00                            | 0.00           |
| 150              | R2 Project closeout           | 1,200.00                | 1,200.00                                | 0.00             | 0.00   | 1,200.00  | 100               | 0.00                            | 0.00           |
| 151              | R3 BFF material DWV           | 3,564.00                | 3,564.00                                | 0.00             | 0.00   | 3,564.00  | 100               | 0.00                            | 0.00           |
| 151A             | R3 BFF Labor                  | 2,376.00                | 2,376.00                                | 0.00             | 0.00   | 2,376.00  | 100               | 0.00                            | 0.00           |
| 152              | R3 AFF material               | 3,295.00                | 3,295.00                                | 0.00             | 0.00   | 3,295.00  | 100               | 0.00                            | 0.00           |
| 152A             | R3 AFF Labor                  | 2,196.00                | 2,196.00                                | 0.00             | 0.00   | 2,196.00  | 100               | 0.00                            | 0.00           |
| 153              | R3 Water lines material       | 3,392.00                | 3,392.00                                | 0.00             | 0.00   | 3,392.00  | 100               | 0.00                            | 0.00           |
| 154              | R3 Water lines labor          | 985.00                  | 985.00                                  | 0.00             | 0.00   | 985.00  | 100               | 0.00                            | 0.00           |
| 155              | R3 Fixtures labor             | 850.00                  | 850.00                                  | 0.00             | 0.00   | 850.00  | 100               | 0.00                            | 0.00           |
| 156              | R3 Fixtures material          | 5,057.00                | 5,057.00                                | 0.00             | 0.00   | 5,057.00  | 100               | 0.00                            | 0.00           |
| 157              | R3 Gas line material          | 2,504.00                | 2,504.00                                | 0.00             | 0.00   | 2,504.00  | 100               | 0.00                            | 0.00           |
| 158              | R3 Gas Line Labor             | 1,747.00                | 1,747.00                                | 0.00             | 0.00   | 1,747.00  | 100               | 0.00                            | 0.00           |
| 159              | R3 Acid waste material        | 1,115.00                | 1,115.00                                | 0.00             | 0.00   | 1,115.00  | 100               | 0.00                            | 0.00           |
| 160              | R3 Acid waste labor           | 568.00                  | 568.00                                  | 0.00             | 0.00   | 568.00  | 100               | 0.00                            | 0.00           |
| 161              | R7 BFF material DWV           | 16,849.00               | 16,849.00                               | 0.00             | 0.00   | 16,849.00   | 100               | 0.00                            | 0.00           |
| 162              | R7 BFF Labor                  | 6,888.00                | 6,888.00                                | 0.00             | 0.00   | 6,888.00  | 100               | 0.00                            | 0.00           |
| 163              | AFF Material DWV              | 6,715.00                | 6,715.00                                | 0.00             | 0.00   | 6,715.00  | 100               | 0.00                            | 0.00           |
| 164              | AFF Labor                     | 4,957.00                | 4,957.00                                | 0.00             | 0.00   | 4,957.00  | 100               | 0.00                            | 0.00           |
| 165              | R7 Water Lines Material       | 31,921.00               | 31,921.00                               | 0.00             | 0.00   | 31,921.00   | 100               | 0.00                            | 0.00           |
| 166              | R7 Water Lines Labor          | 22,802.00               | 22,802.00                               | 0.00             | 0.00   | 22,802.00   | 100               | 0.00                            | 0.00           |
| 167              | R7 Storm Lines material       | 4,021.00                | 4,021.00                                | 0.00             | 0.00   | 4,021.00  | 100               | 0.00                            | 0.00           |
| 168              | R7 Storm Lines Labor          | 6,845.00                | 6,845.00                                | 0.00             | 0.00   | 6,845.00  | 100               | 0.00                            | 0.00           |
| 169              | R7 fixtures Labor             | 18,226.00               | 18,226.00                               | 0.00             | 0.00   | 18,226.00   | 100               | 0.00                            | 0.00           |
| 170              | R7 Fixtures Material          | 71,166.00               | 71,166.00                               | 0.00             | 0.00   | 71,166.00   | 100               | 0.00                            | 0.00           |
| 171              | R7 Sprinkler Material         | 54,712.00               | 54,712.00                               | 0.00             | 0.00   | 54,712.00   | 100               | 0.00                            | 0.00           |
| 172              | R7 Sprinkler Labor            | 24,078.00               | 24,078.00                               | 0.00             | 0.00   | 24,078.00   | 100               | 0.00                            | 0.00           |
| 173              | R7 Gas Piping Material        | 5,245.00                | 5,245.00                                | 0.00             | 0.00   | 5,245.00  | 100               | 0.00                            | 0.00           |
| 174              | R7 Gas Piping labor           | 6,647.00                | 6,647.00                                | 0.00             | 0.00   | 6,647.00  | 100               | 0.00                            | 0.00           |
| 175              | R7 Hangers - Material         | 435.00                  | 435.00                                  | 0.00             | 0.00   | 435.00  | 100               | 0.00                            | 0.00           |
| 176              | R7 Hangers labor              | 448.00                  | 448.00                                  | 0.00             | 0.00   | 448.00  | 100               | 0.00                            | 0.00           |
| 177              | R7 Cut patch demo - labor     | 280.00                  | 280.00                                  | 0.00             | 0.00   | 280.00  | 100               | 0.00                            | 0.00           |
| 178              | R7 Valve tag ID material      | 120.00                  | 120.00                                  | 0.00             | 0.00   | 120.00  | 100               | 0.00                            | 0.00           |
| 179              | R7 valve tag ID labor         | 110.00                  | 110.00                                  | 0.00             | 0.00   | 110.00  | 100               | 0.00                            | 0.00           |
| 180              | R7 Excavation Material        | 8,433.00                | 8,432.84                                | 0.16             | 0.00   | 8,433.00  | 100               | 0.00                            | 0.00           |
| 181              | R7 Submittals/Buyouts         | 1,250.00                | 1,250.00                                | 0.00             | 0.00   | 1,250.00  | 100               | 0.00                            | 0.00           |

| ITEM NO. | DESCRIPTION OF WORK             | SCHEDULED VALUE | WORK COMPLETED               |             | MATERIALS PRESENTLY STORED (Not In D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % G/C | BALANCE TO FINISH (C-G) | RETAINAGE |
|----------|---------------------------------|-----------------|------------------------------|-------------|--|--|-------|-------------------------|-----------|
|          |                                 |                 | FROM PREV. APPLICATION (D+E) | THIS PERIOD |  |  |       |                         |           |
| 182      | R7 Insul/shields material       | 450.00          | 450.00                       | 0.00        | 0.00                                       | 450.00                                     | 100   | 0.00                    | 0.00      |
| 183      | R7 Insul/shields Labor          | 21,600.00       | 21,600.00                    | 0.00        | 0.00                                       | 21,600.00                                  | 100   | 0.00                    | 0.00      |
| 184      | R7 JLPH equipment               | 559.00          | 559.00                       | 0.00        | 0.00                                       | 559.00                                     | 100   | 0.00                    | 0.00      |
| 185      | R7 JLPH equipment labor         | 46.00           | 46.00                        | 0.00        | 0.00                                       | 46.00                                      | 100   | 0.00                    | 0.00      |
| 186      | R7 Acid waste material          | 4,460.00        | 4,460.00                     | 0.00        | 0.00                                       | 4,460.00                                   | 100   | 0.00                    | 0.00      |
| 187      | R7 Acid waste Labor             | 3,363.00        | 3,363.00                     | 0.00        | 0.00                                       | 3,363.00                                   | 100   | 0.00                    | 0.00      |
| 188      | R7 Fire Caulk material          | 160.00          | 160.00                       | 0.00        | 0.00                                       | 160.00                                     | 100   | 0.00                    | 0.00      |
| 189      | R7 Fire caulk labor             | 322.00          | 322.00                       | 0.00        | 0.00                                       | 322.00                                     | 100   | 0.00                    | 0.00      |
| 190      | R7 General requirements         | 460.00          | 460.00                       | 0.00        | 0.00                                       | 460.00                                     | 100   | 0.00                    | 0.00      |
| 191      | R7 Testing                      | 215.00          | 215.00                       | 0.00        | 0.00                                       | 215.00                                     | 100   | 0.00                    | 0.00      |
| 192      | R7 Painting                     | 320.00          | 320.00                       | 0.00        | 0.00                                       | 320.00                                     | 100   | 0.00                    | 0.00      |
| 193      | R7 project management           | 916.00          | 916.00                       | 0.00        | 0.00                                       | 916.00                                     | 100   | 0.00                    | 0.00      |
| 194      | R7 project close out            | 1,200.00        | 1,200.00                     | 0.00        | 0.00                                       | 1,200.00                                   | 100   | 0.00                    | 0.00      |
| 195      | R7 Fuel for equipment           | 200.00          | 200.00                       | 0.00        | 0.00                                       | 200.00                                     | 100   | 0.00                    | 0.00      |
| 196      | R5-R6 BFF Material DWV          | 12,138.00       | 12,138.00                    | 0.00        | 0.00                                       | 12,138.00                                  | 100   | 0.00                    | 0.00      |
| 197      | R5-R6 BFF Labor                 | 17,597.00       | 17,597.00                    | 0.00        | 0.00                                       | 17,597.00                                  | 100   | 0.00                    | 0.00      |
| 198      | R5-R6 AFF Material DWV          | 12,455.00       | 12,455.00                    | 0.00        | 0.00                                       | 12,455.00                                  | 100   | 0.00                    | 0.00      |
| 199      | AFF Labor                       | 12,566.00       | 12,566.00                    | 0.00        | 0.00                                       | 12,566.00                                  | 100   | 0.00                    | 0.00      |
| 200      | R5-R6 Water Lines Material      | 35,314.00       | 35,314.00                    | 0.00        | 0.00                                       | 35,314.00                                  | 100   | 0.00                    | 0.00      |
| 201      | R5-R6 Water Lines Labor         | 21,629.00       | 21,629.00                    | 0.00        | 0.00                                       | 21,629.00                                  | 100   | 0.00                    | 0.00      |
| 202      | R5-R6 Storm Lines material      | 7,585.00        | 7,585.00                     | 0.00        | 0.00                                       | 7,585.00                                   | 100   | 0.00                    | 0.00      |
| 203      | R5-R6 Storm Lines Labor         | 3,449.00        | 3,449.00                     | 0.00        | 0.00                                       | 3,449.00                                   | 100   | 0.00                    | 0.00      |
| 204      | R5-R6 Fixtures - Labor          | 16,054.00       | 16,054.00                    | 0.00        | 0.00                                       | 16,054.00                                  | 100   | 0.00                    | 0.00      |
| 205      | R5-R6 Fixtures Material         | 67,902.00       | 67,902.00                    | 0.00        | 0.00                                       | 67,902.00                                  | 100   | 0.00                    | 0.00      |
| 206      | R5-R6 Sprinkler Material        | 34,308.00       | 34,308.00                    | 0.00        | 0.00                                       | 34,308.00                                  | 100   | 0.00                    | 0.00      |
| 207      | R5-R6 Sprinkler Labor           | 11,730.00       | 11,730.00                    | 0.00        | 0.00                                       | 11,730.00                                  | 100   | 0.00                    | 0.00      |
| 208      | R5-R6 Gas Piping Material       | 4,430.00        | 4,430.00                     | 0.00        | 0.00                                       | 4,430.00                                   | 100   | 0.00                    | 0.00      |
| 209      | R5-R6 Gas Piping Labor          | 4,840.00        | 4,840.00                     | 0.00        | 0.00                                       | 4,840.00                                   | 100   | 0.00                    | 0.00      |
| 210      | R5-R6 Dumpsters                 | 1,052.00        | 1,052.00                     | 0.00        | 0.00                                       | 1,052.00                                   | 100   | 0.00                    | 0.00      |
| 211      | R5-R6 Hangers - material        | 4,070.00        | 4,070.00                     | 0.00        | 0.00                                       | 4,070.00                                   | 100   | 0.00                    | 0.00      |
| 212      | R5-R6 Hangers - Labor           | 6,384.00        | 6,384.00                     | 0.00        | 0.00                                       | 6,384.00                                   | 100   | 0.00                    | 0.00      |
| 213      | R5-R6 Cut patch demo - materia  | 19,812.00       | 19,812.00                    | 0.00        | 0.00                                       | 19,812.00                                  | 100   | 0.00                    | 0.00      |
| 214      | R5-R6 cut patch demo - Labor    | 30,254.00       | 30,254.00                    | 0.00        | 0.00                                       | 30,254.00                                  | 100   | 0.00                    | 0.00      |
| 215      | R5-R6 Valve Tag ID Material     | 30.00           | 30.00                        | 0.00        | 0.00                                       | 30.00                                      | 100   | 0.00                    | 0.00      |
| 216      | R5-R6 Valve Tag ID Labor        | 30.00           | 30.00                        | 0.00        | 0.00                                       | 30.00                                      | 100   | 0.00                    | 0.00      |
| 217      | R5-R6 Excavation Material       | 10,341.00       | 10,341.00                    | 0.00        | 0.00                                       | 10,341.00                                  | 100   | 0.00                    | 0.00      |
| 218      | R5-R6 Submittals/Buyouts        | 1,250.00        | 1,250.00                     | 0.00        | 0.00                                       | 1,250.00                                   | 100   | 0.00                    | 0.00      |
| 219      | R5-R6 Insul/shields material    | 450.00          | 450.00                       | 0.00        | 0.00                                       | 450.00                                     | 100   | 0.00                    | 0.00      |
| 220      | R5-R6 Insul/shields Labor       | 25,886.00       | 25,886.00                    | 0.00        | 0.00                                       | 25,886.00                                  | 100   | 0.00                    | 0.00      |
| 221      | R5-R6 JLPH Equipment            | 1,100.00        | 1,100.00                     | 0.00        | 0.00                                       | 1,100.00                                   | 100   | 0.00                    | 0.00      |
| 222      | R5-R6 JLPH Equipment - Labor    | 62.00           | 62.00                        | 0.00        | 0.00                                       | 62.00                                      | 100   | 0.00                    | 0.00      |
| 223      | R5-R6 Acid Waste - Material     | 5,574.00        | 5,574.00                     | 0.00        | 0.00                                       | 5,574.00                                   | 100   | 0.00                    | 0.00      |
| 224      | R5-R6 Acid Waste - Labor        | 3,360.00        | 3,360.00                     | 0.00        | 0.00                                       | 3,360.00                                   | 100   | 0.00                    | 0.00      |
| 225      | R5-R6 Fire Caulk - Material     | 170.00          | 170.00                       | 0.00        | 0.00                                       | 170.00                                     | 100   | 0.00                    | 0.00      |
| 226      | R5-R6 Fire Caulk- labor         | 182.00          | 182.00                       | 0.00        | 0.00                                       | 182.00                                     | 100   | 0.00                    | 0.00      |
| 227      | R5-R6 General Requirements      | 250.00          | 250.00                       | 0.00        | 0.00                                       | 250.00                                     | 100   | 0.00                    | 0.00      |
| 228      | R5-R6 Testing                   | 245.00          | 245.00                       | 0.00        | 0.00                                       | 245.00                                     | 100   | 0.00                    | 0.00      |
| 229      | R5-R6 rough Electrical Labor    | 125.00          | 125.00                       | 0.00        | 0.00                                       | 125.00                                     | 100   | 0.00                    | 0.00      |
| 230      | R5-R6 Rough Electrical Material | 235.00          | 235.00                       | 0.00        | 0.00                                       | 235.00                                     | 100   | 0.00                    | 0.00      |
| 231      | R5-R6 Painting                  | 220.00          | 220.00                       | 0.00        | 0.00                                       | 220.00                                     | 100   | 0.00                    | 0.00      |
| 232      | R5-R6 Project Management        | 1,650.00        | 1,650.00                     | 0.00        | 0.00                                       | 1,650.00                                   | 100   | 0.00                    | 0.00      |
| 233      | R5-R6 Project Close Out         | 1,270.00        | 1,270.00                     | 0.00        | 0.00                                       | 1,270.00                                   | 100   | 0.00                    | 0.00      |
| 234      | R5-R6 Fuel for equipment        | 100.00          | 100.00                       | 0.00        | 0.00                                       | 100.00                                     | 100   | 0.00                    | 0.00      |
| 235      | R4-N2B BFF Material DWV         | 9,449.00        | 9,449.00                     | 0.00        | 0.00                                       | 9,449.00                                   | 100   | 0.00                    | 0.00      |
| 236      | R4-N2B BFF - Labor              | 9,917.00        | 9,917.00                     | 0.00        | 0.00                                       | 9,917.00                                   | 100   | 0.00                    | 0.00      |
| 237      | R4-N2B AFF Material DWV         | 10,692.00       | 10,692.00                    | 0.00        | 0.00                                       | 10,692.00                                  | 100   | 0.00                    | 0.00      |
| 238      | R4-N2B AFF Labor                | 8,152.00        | 8,152.00                     | 0.00        | 0.00                                       | 8,152.00                                   | 100   | 0.00                    | 0.00      |
| 239      | R4-N2B Water Lines Material     | 23,745.00       | 23,745.00                    | 0.00        | 0.00                                       | 23,745.00                                  | 100   | 0.00                    | 0.00      |
| 240      | R4-N2B Water Lines Labor        | 12,271.00       | 12,271.00                    | 0.00        | 0.00                                       | 12,271.00                                  | 100   | 0.00                    | 0.00      |
| 241      | R4-N2B Storm Lines Material     | 7,861.00        | 7,861.00                     | 0.00        | 0.00                                       | 7,861.00                                   | 100   | 0.00                    | 0.00      |
| 242      | R4-N2B Storm Lines Labor        | 22,083.00       | 22,083.00                    | 0.00        | 0.00                                       | 22,083.00                                  | 100   | 0.00                    | 0.00      |
| 243      | R4-N2B Fixtures - labor         | 4,163.00        | 4,163.00                     | 0.00        | 0.00                                       | 4,163.00                                   | 100   | 0.00                    | 0.00      |
| 244      | R4-N2B Fixtures - material      | 18,149.00       | 18,149.00                    | 0.00        | 0.00                                       | 18,149.00                                  | 100   | 0.00                    | 0.00      |
| 245      | R4-N2B Sprinkler - material     | 54,012.00       | 54,012.00                    | 0.00        | 0.00                                       | 54,012.00                                  | 100   | 0.00                    | 0.00      |
| 246      | R4-N2B Sprinkler - labor        | 27,288.00       | 27,288.00                    | 0.00        | 0.00                                       | 27,288.00                                  | 100   | 0.00                    | 0.00      |
| 247      | R4-N2B Hangers - material       | 2,035.00        | 2,035.00                     | 0.00        | 0.00                                       | 2,035.00                                   | 100   | 0.00                    | 0.00      |
| 248      | R4-N2B hangers - labor          | 9,450.00        | 9,450.00                     | 0.00        | 0.00                                       | 9,450.00                                   | 100   | 0.00                    | 0.00      |
| 249      | R4-N2B Valve Tag ID material    | 30.00           | 30.00                        | 0.00        | 0.00                                       | 30.00                                      | 100   | 0.00                    | 0.00      |
| 250      | R4-N2B Valve Tag ID labor       | 50.00           | 50.00                        | 0.00        | 0.00                                       | 50.00                                      | 100   | 0.00                    | 0.00      |
| 251      | R4-N2B Excavation - material    | 12,751.00       | 12,751.00                    | 0.00        | 0.00                                       | 12,751.00                                  | 100   | 0.00                    | 0.00      |
| 252      | R4-N2B Submittals/buyouts       | 1,250.00        | 1,250.00                     | 0.00        | 0.00                                       | 1,250.00                                   | 100   | 0.00                    | 0.00      |
| 253      | R4-N2B Insul/shields - materia  | 450.00          | 450.00                       | 0.00        | 0.00                                       | 450.00                                     | 100   | 0.00                    | 0.00      |
| 254      | R4-N2B Insul/shields = labor    | 13,500.00       | 13,500.00                    | 0.00        | 0.00                                       | 13,500.00                                  | 100   | 0.00                    | 0.00      |

164

| A<br>ITEM NO.  | B<br>DESCRIPTION OF WORK               | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED          |                 | F<br>MATERIALS PRESENTLY STORED (Not in D or E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H<br>% G/C     | I<br>BALANCE TO FINISH (C-G) | J<br>RETAINAGE  |
|----------------|--|----------------------|------------------------------|-----------------|---|---|----------------|------------------------------|-----------------|
|                |  |                      | FROM PREV. APPLICATION (D+E) | THIS PERIOD     |   |   |                |                              |                 |
| 255            | R4-N2B JLPH equipment                  | 2,000.00             | 2,000.00                     | 0.00            | 0.00  | 2,000.00  | 100            | 0.00                         | 0.00            |
| 256            | R4-N2B JLPH equipment - Labor          | 365.00               | 365.00                       | 0.00            | 0.00  | 365.00  | 100            | 0.00                         | 0.00            |
| 257            | R4-N2B Fire caulk - material           | 340.00               | 340.00                       | 0.00            | 0.00  | 340.00  | 100            | 0.00                         | 0.00            |
| 258            | R4-N2B Fire caulk - labor              | 415.00               | 415.00                       | 0.00            | 0.00  | 415.00  | 100            | 0.00                         | 0.00            |
| 259            | R4-N2B testing                         | 1,100.00             | 1,100.00                     | 0.00            | 0.00  | 1,100.00  | 100            | 0.00                         | 0.00            |
| 260            | R4-N2B Rough Electrical Labor          | 125.00               | 125.00                       | 0.00            | 0.00  | 125.00  | 100            | 0.00                         | 0.00            |
| 261            | R4-N2B Rough Electrical Materl         | 235.00               | 235.00                       | 0.00            | 0.00  | 235.00  | 100            | 0.00                         | 0.00            |
| 262            | R4-N2B Painting                        | 520.00               | 520.00                       | 0.00            | 0.00  | 520.00  | 100            | 0.00                         | 0.00            |
| 263            | R4-N2B Project Management              | 3,298.00             | 3,298.00                     | 0.00            | 0.00  | 3,298.00  | 100            | 0.00                         | 0.00            |
| 264            | R4-N2B Project closeout                | 1,200.00             | 1,200.00                     | 0.00            | 0.00  | 1,200.00  | 100            | 0.00                         | 0.00            |
| 265            | R4-N2B Fuel for equipment              | 234.00               | 234.00                       | 0.00            | 0.00  | 234.00  | 100            | 0.00                         | 0.00            |
| 266            | N2 BFF - Material DWV                  | 20,892.00            | 20,892.00                    | 0.00            | 0.00  | 20,892.00                                       | 100            | 0.00                         | 0.00            |
| 267            | N2 BFF - Labor                         | 16,710.00            | 16,710.00                    | 0.00            | 0.00  | 16,710.00                                       | 100            | 0.00                         | 0.00            |
| 268            | N2 AFF - Material DWV                  | 6,981.00             | 6,981.00                     | 0.00            | 0.00  | 6,981.00  | 100            | 0.00                         | 0.00            |
| 269            | N2 AFF - Labor                         | 11,464.00            | 11,464.00                    | 0.00            | 0.00  | 11,464.00                                       | 100            | 0.00                         | 0.00            |
| 270            | N2 Water lines - material              | 46,313.00            | 46,313.00                    | 0.00            | 0.00  | 46,313.00                                       | 100            | 0.00                         | 0.00            |
| 271            | N2 Water Lines - Labor                 | 42,635.00            | 42,635.00                    | 0.00            | 0.00  | 42,635.00                                       | 100            | 0.00                         | 0.00            |
| 272            | N2 Storm Lines - Material              | 2,156.00             | 2,156.00                     | 0.00            | 0.00  | 2,156.00  | 100            | 0.00                         | 0.00            |
| 273            | N2 Storm lines - Labor                 | 5,659.00             | 5,659.00                     | 0.00            | 0.00  | 5,659.00  | 100            | 0.00                         | 0.00            |
| 274            | N2 Fixtures - Labor                    | 3,878.00             | 3,878.00                     | 0.00            | 0.00  | 3,878.00  | 100            | 0.00                         | 0.00            |
| 275            | N2 Fixtures - material                 | 28,593.00            | 28,593.00                    | 0.00            | 0.00  | 28,593.00                                       | 100            | 0.00                         | 0.00            |
| 276            | N2 Sprinkler - material                | 66,136.00            | 66,135.20                    | 0.80            | 0.00  | 66,136.00                                       | 100            | 0.00                         | 0.00            |
| 277            | N2 Sprinkler - labor                   | 32,635.00            | 32,635.00                    | 0.00            | 0.00  | 32,635.00                                       | 100            | 0.00                         | 0.00            |
| 278            | N2 Gas Piping Material                 | 7,844.00             | 7,844.00                     | 0.00            | 0.00  | 7,844.00  | 100            | 0.00                         | 0.00            |
| 279            | N2 gas Piping - Labor                  | 6,590.00             | 6,590.00                     | 0.00            | 0.00  | 6,590.00  | 100            | 0.00                         | 0.00            |
| 280            | N2 Dumpsters                           | 3,252.00             | 3,252.00                     | 0.00            | 0.00  | 3,252.00  | 100            | 0.00                         | 0.00            |
| 281            | N2 Hangers - material                  | 20,858.00            | 20,858.00                    | 0.00            | 0.00  | 20,858.00                                       | 100            | 0.00                         | 0.00            |
| 282            | N2 Hangers - labor                     | 17,868.00            | 17,868.00                    | 0.00            | 0.00  | 17,868.00                                       | 100            | 0.00                         | 0.00            |
| 283            | N2 cut patch demo - material           | 5,645.00             | 5,645.00                     | 0.00            | 0.00  | 5,645.00  | 100            | 0.00                         | 0.00            |
| 284            | N2 cut patch demo - labor              | 16,842.00            | 16,842.00                    | 0.00            | 0.00  | 16,842.00                                       | 100            | 0.00                         | 0.00            |
| 285            | N2 Valve Tag ID - material             | 73.00                | 73.00                        | 0.00            | 0.00  | 73.00   | 100            | 0.00                         | 0.00            |
| 286            | N2 Valve Tag ID - labor                | 70.00                | 70.00                        | 0.00            | 0.00  | 70.00   | 100            | 0.00                         | 0.00            |
| 287            | N2 Excavation material                 | 3,614.00             | 3,614.00                     | 0.00            | 0.00  | 3,614.00  | 100            | 0.00                         | 0.00            |
| 288            | N2 Submittals/buyouts                  | 1,250.00             | 1,250.00                     | 0.00            | 0.00  | 1,250.00  | 100            | 0.00                         | 0.00            |
| 289            | N2 Insul/shields - material            | 700.00               | 700.00                       | 0.00            | 0.00  | 700.00  | 100            | 0.00                         | 0.00            |
| 290            | N2 Insul/shields - labor               | 40,050.00            | 40,050.00                    | 0.00            | 0.00  | 40,050.00                                       | 100            | 0.00                         | 0.00            |
| 291            | N2 JLPH equipment                      | 3,541.00             | 3,541.00                     | 0.00            | 0.00  | 3,541.00  | 100            | 0.00                         | 0.00            |
| 292            | N2 JLPH equipment - labor              | 537.00               | 537.00                       | 0.00            | 0.00  | 537.00  | 100            | 0.00                         | 0.00            |
| 293            | N2 Acid Waste - material               | 50,509.00            | 50,509.00                    | 0.00            | 0.00  | 50,509.00                                       | 100            | 0.00                         | 0.00            |
| 294            | N2 Acid Waste - Labor                  | 11,704.00            | 11,704.00                    | 0.00            | 0.00  | 11,704.00                                       | 100            | 0.00                         | 0.00            |
| 295            | N2 Fire caulk - material               | 577.00               | 577.00                       | 0.00            | 0.00  | 577.00  | 100            | 0.00                         | 0.00            |
| 296            | N2 Fire caulk - labor                  | 841.00               | 841.00                       | 0.00            | 0.00  | 841.00  | 100            | 0.00                         | 0.00            |
| 297            | N2 Testing                             | 1,230.00             | 1,230.00                     | 0.00            | 0.00  | 1,230.00  | 100            | 0.00                         | 0.00            |
| 298            | N2 Rough Electric - labor              | 748.00               | 748.00                       | 0.00            | 0.00  | 748.00  | 100            | 0.00                         | 0.00            |
| 299            | N2 rough Electric - material           | 641.00               | 641.00                       | 0.00            | 0.00  | 641.00  | 100            | 0.00                         | 0.00            |
| 300            | N2 Painting                            | 410.00               | 410.00                       | 0.00            | 0.00  | 410.00  | 100            | 0.00                         | 0.00            |
| 301            | N2 Project Management                  | 3,487.00             | 3,487.00                     | 0.00            | 0.00  | 3,487.00  | 100            | 0.00                         | 0.00            |
| 302            | N2 Project closeout                    | 1,500.00             | 1,500.00                     | 0.00            | 0.00  | 1,500.00  | 100            | 0.00                         | 0.00            |
| 303            | N2 Fuel for equipment                  | 1,000.00             | 1,000.00                     | 0.00            | 0.00  | 1,000.00  | 100            | 0.00                         | 0.00            |
| 305            | Adjustment                             | 0.00                 | 0.00                         | 0.00            | 0.00  | 0.00  | **             | 0.00                         | 0.00            |
| 306            | 500 lin ft 2 copper water              | 48,275.00            | 48,275.00                    | 0.00            | 0.00  | 48,275.00                                       | 100            | 0.00                         | 0.00            |
| 307            | 500 lin ft 4" cast iron soil           | 12,500.00            | 4,518.17                     | 7,981.83        | 0.00  | 12,500.00                                       | 100            | 0.00                         | 0.00            |
| 308            | 500 lin ft 4" PVC Soil                 | 29,375.00            | 26,643.24                    | 2,731.76        | 0.00  | 29,375.00                                       | 100            | 0.00                         | 0.00            |
| 309            | 50 cu yd trench rock                   | 8,250.00             | 8,250.00                     | 0.00            | 0.00  | 8,250.00  | 100            | 0.00                         | 0.00            |
| 310            | 50 cu yd bulk rock                     | 9,450.00             | 9,450.00                     | 0.00            | 0.00  | 9,450.00  | 100            | 0.00                         | 0.00            |
| 311            | 5 lavatories piping F                  | 6,390.00             | 4,905.41                     | 1,484.59        | 0.00  | 6,390.00  | 100            | 0.00                         | 0.00            |
| 312            | 20 1 1/2" bronze ball valves           | 2,500.00             | 2,500.00                     | 0.00            | 0.00  | 2,500.00  | 100            | 0.00                         | 0.00            |
| 313            | 20 2" bronze ball valves               | 2,700.00             | 2,700.00                     | 0.00            | 0.00  | 2,700.00  | 100            | 0.00                         | 0.00            |
| 314            | 3" Butterfly valves                    | 3,015.00             | 0.00                         | 3,015.00        | 0.00  | 3,015.00  | 100            | 0.00                         | 0.00            |
| 315            | 100 lin ft 3" above grade acid         | 4,800.00             | 4,800.00                     | 0.00            | 0.00  | 4,800.00  | 100            | 0.00                         | 0.00            |
| 316            | 100 lin ft 3" under slab acid          | 10,200.00            | 235.54                       | 9,964.46        | 0.00  | 10,200.00                                       | 100            | 0.00                         | 0.00            |
| 317            | 250 lin ft 2" gas pipe                 | 12,750.00            | 10,539.32                    | 2,210.68        | 0.00  | 12,750.00                                       | 100            | 0.00                         | 0.00            |
| <del>317</del> | <del>UP Reinsate Gas Lines</del>       | <del>5,769.04</del>  | <del>5,769.04</del>          | <del>0.00</del> | <del>0.00</del>                                 | <del>5,769.04</del>                             | <del>100</del> | <del>0.00</del>              | <del>0.00</del> |
| 318            | 3 55 gal drum Haz Waster Lead          | 3,900.00             | 1,256.66                     | 2,643.34        | 0.00  | 3,900.00  | 100            | 0.00                         | 0.00            |
| 319            | CR P-02 CO direct pay Energy Prod      | -47,700.00           | -47,700.00                   | 0.00            | 0.00  | -47,700.00                                      | 100            | 0.00                         | 0.00            |
| 320            | CO3 Rado supplemental                  | -104,967.08          | -104,967.08                  | 0.00            | 0.00  | -104,967.08                                     | 100            | 0.00                         | 0.00            |
| 321            | CO 18 REPAIR TO FLOOR DRAINS AND SINKS | 9,401.61             | 9,401.61                     | 0.00            | 0.00  | 9,401.61  | 100            | 0.00                         | 0.00            |
| 322            | CO 20 REPAIR TO BROKEN ACID PIPE       | 1,875.17             | 1,875.17                     | 0.00            | 0.00  | 1,875.17  | 100            | 0.00                         | 0.00            |
| 323            | CO#20 REPAIR BROKEN DRAIN LINES        | 4,450.40             | 4,450.40                     | 0.00            | 0.00  | 4,450.40  | 100            | 0.00                         | 0.00            |

| A<br>ITEM NO. | B<br>DESCRIPTION OF WORK                              | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED          |                      | F<br>MATERIALS PRESENTLY STORED (Not in D or E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H<br>% G/C | I<br>BALANCE TO FINISH (C-G) | J<br>RETAINAGE |
|---------------|---|----------------------|------------------------------|----------------------|---|---|------------|------------------------------|----------------|
|               |   |                      | FROM PREV. APPLICATION (D+E) | THIS PERIOD          |   |   |            |                              |                |
| 324           | CO#17 REPAIR KITCHEN AREA PIPE & FLOOR SINKS          | 4,439.10             | 0.00                         | 4,439.10             | 0.00  | 4,439.10  | 100        | 0.00                         | 0.00           |
| 325           | CO22 ADD. MANHOURS FOR SPRINKLER WORK                 | 29,722.85            | 29,722.85                    | 0.00                 | 0.00  | 29,722.85                                       | 100        | 0.00                         | 0.00           |
| 326           | CO32 BROCKEN PIPE AREA J                              | 1,049.66             | 0.00                         | 1,049.66             | 0.00  | 1,049.66  | 100        | 0.00                         | 0.00           |
| 327           | P-06 Costs to complet quarry tile kitchen             | -1,345.66            | 0.00                         | -1,345.66            | 0.00  | -1,345.66                                       | 100        | 0.00                         | 0.00           |
| 328           | P-07 Patch & repair damaged wall areas                | -1,980.00            | 0.00                         | -1,980.00            | 0.00  | -1,980.00                                       | 100        | 0.00                         | 0.00           |
| 329           | P-08 Replace damaged cig tiles in kit. & cafe         | -766.84              | 0.00                         | -766.84              | 0.00  | -766.84   | 100        | 0.00                         | 0.00           |
| 330           | P-09 patch exist. plaster wall on first floor R-4 D&F | -840.00              | 0.00                         | -840.00              | 0.00  | -840.00   | 100        | 0.00                         | 0.00           |
| 331           | P-11 Unblock FD adjac. to boiler pad                  | 295.88               | 0.00                         | 295.88               | 0.00  | 295.88  | 100        | 0.00                         | 0.00           |
| 332           | P-13 Repair walls & ceilings damaged                  | -2,451.15            | 0.00                         | -2,451.15            | 0.00  | -2,451.15                                       | 100        | 0.00                         | 0.00           |
| 333           | CO#10 Unblock floor drain in boiler room              | 198.38               | 0.00                         | 198.38               | 0.00  | 198.38  | 100        | 0.00                         | 0.00           |
| 334           | CO#5 RADO SUP. LABOR                                  | -110,741.60          | -110,741.60                  | 0.00                 | 0.00  | -110,741.60                                     | 100        | 0.00                         | 0.00           |
| 335           | P-14 Repair damaged ceilings                          | -113.88              | 0.00                         | -113.88              | 0.00  | -113.88   | 100        | 0.00                         | 0.00           |
| 336           | P-15 Repair ceilings damaged by 4 primes              | -413.06              | 0.00                         | -413.06              | 0.00  | -413.06   | 100        | 0.00                         | 0.00           |
| 337           | P-16 Add'l start up service by EC for emr. generator  | -1,304.40            | 0.00                         | -1,304.40            | 0.00  | -1,304.40                                       | 100        | 0.00                         | 0.00           |
| 338           | P-19 Increase water line service requested by Boro    | 2,230.56             | 0.00                         | 2,230.56             | 0.00  | 2,230.56  | 100        | 0.00                         | 0.00           |
| 339           | delete  | 0.00                 | 0.00                         | 0.00                 | 0.00  | 0.00  | **         | 0.00                         | 0.00           |
| 340           | P-21 Add'l material costs per CCD                     | -1,803.36            | 0.00                         | -1,803.36            | 0.00  | -1,803.36                                       | 100        | 0.00                         | 0.00           |
| 341           | P-23 Delete L-shaped grab bar, Barrier free seat,     | -1,620.00            | 0.00                         | -1,620.00            | 0.00  | -1,620.00                                       | 100        | 0.00                         | 0.00           |
| 342           | used unit pricing                                     | 0.00                 | 0.00                         | 0.00                 | 0.00  | 0.00  | **         | 0.00                         | 0.00           |
| 343           | BACKCHARGE SAFTY 25                                   | <del>33,126.30</del> | 0.00                         | <del>33,126.30</del> | 0.00  | <del>33,126.30</del>                            | 100        | 0.00                         | 0.00           |
| 344           | INSPECTION  | -4,080.00            | 0.00                         | -4,080.00            | 0.00  | -4,080.00                                       | 100        | 0.00                         | 0.00           |
| 345           | BACKCHARGE WOOD 24                                    | -1,338.41            | 0.00                         | -1,338.41            | 0.00  | -1,338.41                                       | 100        | 0.00                         | 0.00           |
| 346           | FLOOR GYM   | -11,528.15           | 0.00                         | -11,528.15           | 0.00  | -11,528.15                                      | 100        | 0.00                         | 0.00           |
| 347           | BACK CHARGE COST TO 27 CLEAN SITE                     | -6,018.12            | 0.00                         | -6,018.12            | 0.00  | -6,018.12                                       | 100        | 0.00                         | 0.00           |
| 348           | CONCRETE  | 2,700.00             | 0.00                         | 2,700.00             | 0.00  | 2,700.00  | 100        | 0.00                         | 0.00           |
| 349           | REFUND SALES TAX 29                                   | -529.83              | 0.00                         | -529.83              | 0.00  | -529.83   | 100        | 0.00                         | 0.00           |
| 350           | BACKCHARGE ADD'L 30 PAINTING                          | 2,140.74             | 0.00                         | 2,140.74             | 0.00  | 2,140.74  | 100        | 0.00                         | 0.00           |
| 351           | REPAIR BROKEN PIPE K 31                               | <del>8,488.50</del>  | 0.00                         | <del>8,488.50</del>  | 0.00  | <del>8,488.50</del>                             | 100        | 0.00                         | 0.00           |
| 352           | UNIT PRICE DED. BUILDING PERMIT                       | <del>194.88</del>    | 0.00                         | -194.88              | 0.00  | -194.88   | 100        | 0.00                         | 0.00           |
| 353           | UNIT PRICING DED. RENTAL HYDRO                        | <del>12,433.53</del> | 0.00                         | -12,433.53           | 0.00  | -12,433.53                                      | 100        | 0.00                         | 0.00           |
| 354           | UNIT PRICING DED. ACCESS PANEL                        | <del>436.82</del>    | 0.00                         | -436.82              | 0.00  | -436.82   | 100        | 0.00                         | 0.00           |
| 355           | UNIT PRICING DED. MASONARY                            | <del>5,931.28</del>  | 0.00                         | -5,931.28            | 0.00  | -5,931.28                                       | 100        | 0.00                         | 0.00           |
| 356           | UNIT PRICING DED. R3, R4, R5, R6                      | <del>177.79</del>    | 0.00                         | -177.79              | 0.00  | -177.79   | 100        | 0.00                         | 0.00           |
| 357           | UNIT PRICING DED. DUGAN MARCON                        | <del>197.88</del>    | 0.00                         | -197.88              | 0.00  | -197.88   | 100        | 0.00                         | 0.00           |
| 358           | UNIT PRICING DED. CLEAN UP REPAIRS                    | <del>1,160.30</del>  | 0.00                         | -1,160.30            | 0.00  | -1,160.30                                       | 100        | 0.00                         | 0.00           |
| 359           | UNIT DED EXTRAS BY VOLLERS                            | <del>3,999.28</del>  | 0.00                         | -3,999.28            | 0.00  | -3,999.28                                       | 100        | 0.00                         | 0.00           |
| 360           | P33 BKCHG. REMOVE WATER LINE                          | -7,322.53            | 0.00                         | -7,322.53            | 0.00  | -7,322.53                                       | 100        | 0.00                         | 0.00           |
|               | P34 BKCHG POUR GREENHOUSE SLAB                        |                      |                              |                      |   |   |            |                              |                |
| Totals        |   | 3,379,762.76         | 3,446,277.77                 | -66,515.01           | 0.00  | 3,379,762.76                                    | 100        | 0.00                         | 0.00           |

RFP-221

+ 765.00

**CONSENT OF SURETY  
TO FINAL PAYMENT**

Bond No. SU 1022414

Owner   
Architect   
Contractor   
Surety   
Other

**TO OWNER:**

*(Name and Address)*

East Stroudsburg Area School District  
321 N. Courtland Street  
P.O. Box 298  
East Stroudsburg, PA 18301

ARCHITECT'S PROJECT NO. :

CONTRACT FOR:

**PROJECT:**

*(Name and Address)*

East Stroudsburg Area School District -- Plumbing  
East Stroudsburg Area High School Phase II

CONTRACT DATED: 8/8/2008

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Arch Insurance Company  
3 Parkway, Suite 1500  
Philadelphia, PA 19102

, Surety.

on bond of

*(Insert name and address of Surety)*

Jim Lagana Plumbing & Heating, Inc.  
195 Airport Road  
Hazleton, PA 18202

, Contractor.

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to

*(Insert Name and Address of Owner)*

East Stroudsburg Area School District  
321 N. Courtland Street  
P.O. Box 298  
East Stroudsburg, PA 18301

, Owner.


as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunder set its hand on this date: November 7, 2011

*(Insert in writing the month followed by the numeric date and year)*

Arch Insurance Company

*(Surety)*

  
*(Signature of authorized representative)*

Edward R. Coursey, Attorney-in-Fact

*(Printed name and title)*

Attest:  
(Seal):

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Edward R. Coursey, Russell T. Wilson, Monica A. Makowiecki, Joseph F. Crawford, Sean Patrick Kirwan and Crystal Bennis of Philadelphia, PA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.


In Testimony Whereof, the Company has caused this Instrument to be signed and its corporate seal to be affixed by their authorized officers, this 20th day of August, 2010.

Arch Insurance Company

Attested and Certified

  
Martin J. Nilsen, Secretary

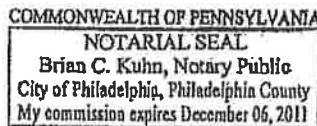


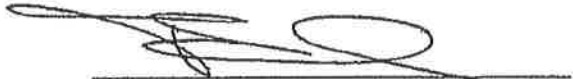
  
J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said Instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

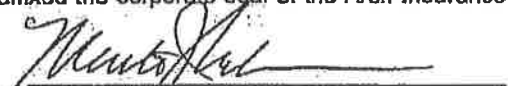


  
Brian C. Kuhn, Notary Public  
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 20, 2010 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 7th day of November, 2011.

  
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety  
3 Parkway, Ste. 1500  
Philadelphia, PA 19102





www.archinsurance.com

3 Parkway  
Suite 1500  
Philadelphia, PA 19102

215-606-1600 Main  
866 472 8845 Toll Free  
866 637 5861 Fax

VIA FEDEX

November 8, 2011

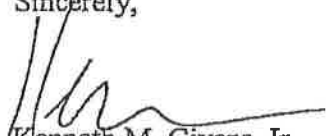
Jim Lagana, President  
Lagana & Company  
388 Airport Beltway  
Hazle Township, PA 18202

Re: East Stroudsburg High School Phase II

Dear Jim:

Enclosed please find the original Consent of Surety to Final Payment for the above project. Keep closely advised as to the progress of obtaining the release of the final payment.

Sincerely,



Kenneth M. Givens, Jr.  
Executive Bond Counsel  
Arch Insurance Company

Enclosure



# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

|  |  |                                      |
|--|--|--------------------------------------|
| PROJECT: <i>(Name and address)</i><br>East Stroudsburg South Senior High School                                  | ARCHITECT'S PROJECT NUMBER: 27-00-R.2                  | OWNER: <input type="checkbox"/>      |
| TO OWNER: <i>(Name and address)</i><br>East Stroudsburg Area School<br>PO Box 298<br>East Stroudsburg, Pa. 18301 | CONTRACT FOR: Plumbing Construction<br>CONTRACT DATED: | ARCHITECT: <input type="checkbox"/>  |
|  |  | CONTRACTOR: <input type="checkbox"/> |
|  |  | SURETY: <input type="checkbox"/>     |
|  |  | OTHER: <input type="checkbox"/>      |

STATE OF: Pa.  
COUNTY OF: Luzerne

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment  Yes  No


The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

#### CONTRACTOR: *(Name and address)*

Jim Lagana Plumbing and Heating Inc.  
146 Airport Road, Suite 3  
Hazleton, Pa. 18202

BY:

  
*(Signature of authorized representative)*

Jim Lagana, President

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:



NOTARIAL SEAL  
ELIEZER VEGA  
Notary Public  
HAZLETON CITY, LUZERNE COUNTY.  
My Commission Expires Aug 31, 2015

# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

|   |  |   |
|---|--|---|
| <b>PROJECT:</b> <i>(Name and address)</i><br>East Stroudsburg South Senior High School                                  | <b>ARCHITECT'S PROJECT NUMBER:</b> 27-00-R-2                         | <b>OWNER:</b> <input type="checkbox"/>      |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>East Stroudsburg Area School<br>PO Box 298<br>East Stroudsburg, Pa. 18301 | <b>CONTRACT FOR:</b> Plumbing Construction<br><b>CONTRACT DATED:</b> | <b>ARCHITECT:</b> <input type="checkbox"/>  |
|   |  | <b>CONTRACTOR:</b> <input type="checkbox"/> |
|   |  | <b>SURETY:</b> <input type="checkbox"/>     |
|   |  | <b>OTHER:</b> <input type="checkbox"/>      |

**STATE OF:** Pa.  
**COUNTY OF:** Luzerne

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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Indicate Attachment  Yes  No

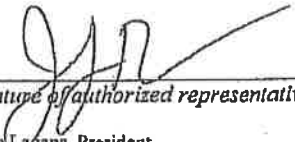
*The following supporting documents should be attached hereto if required by the Owner:*

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- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

**CONTRACTOR:** *(Name and address)*

Jim Lagana Plumbing and Heating Inc.  
146 Airport Road, Suite 3  
Hazleton, Pa. 18202

**BY:**

  
*(Signature of authorized representative)*  
Jim Lagana, President  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:



**NOTARIAL SEAL**  
**ELIEZER VEGA**  
**Notary Public**  
**HAZLETON CITY, LUZERNE COUNTY.**  
**My Commission Expires Aug 31, 2015**

# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

|   |  |   |
|---|--|---|
| <b>PROJECT:</b> <i>(Name and address)</i><br>East Stroudsburg South Senior High School                                  | <b>ARCHITECT'S PROJECT NUMBER:</b> 27-00-R.2                         | <b>OWNER:</b> <input type="checkbox"/>      |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>East Stroudsburg Area School<br>PO Box 298<br>East Stroudsburg, Pa. 18301 | <b>CONTRACT FOR:</b> Plumbing Construction<br><b>CONTRACT DATED:</b> | <b>ARCHITECT:</b> <input type="checkbox"/>  |
|   |  | <b>CONTRACTOR:</b> <input type="checkbox"/> |
|   |  | <b>SURETY:</b> <input type="checkbox"/>     |
|   |  | <b>OTHER:</b> <input type="checkbox"/>      |

**STATE OF:** Pa.  
**COUNTY OF:** Luzerne

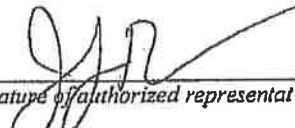
The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
- Indicate Attachment  Yes  No

**CONTRACTOR:** *(Name and address)*  
Jim Lagana Plumbing and Heating Inc.  
146 Airport Road, Suite J  
Hazleton, Pa. 18202

**BY:**   
*(Signature of authorized representative)*  
Jim Lagana, President  
*(Printed name and title)*

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:



**NOTARIAL SEAL**  
**ELIEZER VEGA**  
Notary Public  
**HAZLETON CITY, LUZERNE COUNTY,**  
My Commission Expires Aug 31, 2015

 **AIA** Document G706A™ – 1994

**Contractor's Affidavit of Release of Liens**

|   |  |  |
|---|--|--|
| <b>PROJECT:</b> <i>(Name and address)</i><br>East Stroudsburg South Senior High School                                  | <b>ARCHITECT'S PROJECT NUMBER:</b> 27-00-R.2   | <b>OWNER:</b> <input type="checkbox"/>   |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>East Stroudsburg Area School<br>PO Box 298<br>East Stroudsburg, Pa. 18301 | <b>CONTRACT FOR:</b> Plumbing Construction<br>Construction<br><b>CONTRACT DATED:</b> | <b>ARCHITECT:</b> <input type="checkbox"/><br><b>CONTRACTOR:</b> <input type="checkbox"/><br><b>SURETY:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |

**STATE OF:** Pa.  
**COUNTY OF:** Luzerne

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

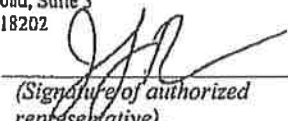
**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*  
Jim Laguna Plumbing and Heating Inc.  
146 Airport Road, Suite 3  
Hazleton, Pa. 18202

**BY:**

  
*(Signature of authorized representative)*  
Jim Laguna, President  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:



**NOTARIAL SEAL**  
**ELIEZER VEGA**  
**Notary Public**  
**HAZLETON CITY, LUZERNE COUNTY**  
**My Commission Expires Aug 31, 2015**

 **AIA** Document G706A™ – 1994

**Contractor's Affidavit of Release of Liens**

|   |  |  |
|---|--|--|
| <b>PROJECT:</b> <i>(Name and address)</i><br>East Stroudsburg South Senior High School                                  | <b>ARCHITECT'S PROJECT NUMBER:</b> 27-00-R.2   | <b>OWNER:</b> <input type="checkbox"/>   |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>East Stroudsburg Area School<br>PO Box 298<br>East Stroudsburg, Pa. 18301 | <b>CONTRACT FOR:</b> Plumbing Construction<br>Construction<br><b>CONTRACT DATED:</b> | <b>ARCHITECT:</b> <input type="checkbox"/><br><b>CONTRACTOR:</b> <input type="checkbox"/><br><b>SURETY:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |

**STATE OF:** Pa.  
**COUNTY OF:** Luzerne

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.


**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*  
Jim Lagana Plumbing and Heating Inc.  
146 Airport Road, Suite 3  
Hazleton, Pa. 18202

**BY:**

  
*(Signature of authorized representative)*

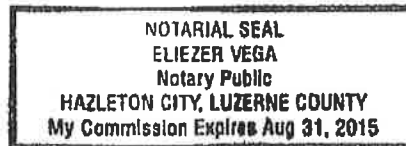
Jim Lagana, President

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:





 **AIA** Document G706A™ – 1994

**Contractor's Affidavit of Release of Liens**

|   |  |  |
|---|--|--|
| <b>PROJECT:</b> <i>(Name and address)</i><br>East Stroudsburg South Senior High School                                  | <b>ARCHITECT'S PROJECT NUMBER:</b> 27-00-R.2   | <b>OWNER:</b> <input type="checkbox"/>   |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>East Stroudsburg Area School<br>PO Box 298<br>East Stroudsburg, Pa. 18301 | <b>CONTRACT FOR:</b> Plumbing Construction<br>Construction<br><b>CONTRACT DATED:</b> | <b>ARCHITECT:</b> <input type="checkbox"/><br><b>CONTRACTOR:</b> <input type="checkbox"/><br><b>SURETY:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |

**STATE OF:** Pa.  
**COUNTY OF:** Luzerne

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.


**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*  
Jim Lagana Plumbing and Heating Inc.  
146 Airport Road, Suite 3  
Hazleton, Pa. 18202

**BY:**

  
*(Signature of authorized representative)*

Jim Lagana, President

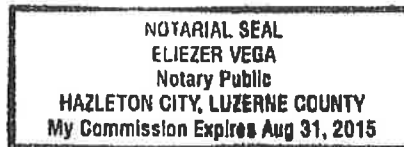
*(Printed name and title)*

Subscribed and sworn to before me on this date:

**Notary Public:**

**My Commission Expires:**





RECEIVED

JUN 20 2012

THE ARCHITECTURAL STUDIO

# Lagana & Company

\* Mechanical Systems Service

\* General Contractors

*T/A - Lagana Land Development, LLC*

*388 Airport Beltway, Hazle Township, Pa 18202 - Ph. 570.455.5430 - Fax. 570.455.6324*

*Pennsylvania Registered Business # PA060113*

## Facsimile

To: *Architectural Studio*

Atten: *Barry Stephens*

@ Fax: *610-437-4547*

From: *Jeremiah*

Date: *6/20/12*

Re: *Insurance Cert.*

Pages: *2* including this

*Barry,*

*All I have is an old insurance cert.  
With this job being over for 2 years  
we do not have anything current.  
Please let me know*

*Thanks  
Jer*

|   |  |                                |
|---|--|--------------------------------|
| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>  |  | JIMLAGA-01 SERZ                |
| PRODUCER<br>Engle-Hambright & Davies, Inc.<br>102 Pickering Way<br>Suite 401<br>Exton, PA 19341   | (610) 280-0410                           | DATE (MM/DD/YYYY)<br>6/14/2006 |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |  |                                |
| INSURED<br>Jim Lagana Plumbing & Heating<br>146 Airport Road, Suite 3<br>Hazleton, PA 18202   | INSURERS AFFORDING COVERAGE              | NAIC #                         |
|   | INSURER A: Peerless Insurance            | 2419B                          |
|   | INSURER B: Netherlands Insurance Company | 24171                          |
|   | INSURER C: Manufacturers Alliance Ins Co | 36897                          |
|   | INSURER D:                               |                                |
|   | INSURER E:                               |                                |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE   | POLICY NUMBER          | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |
|---|------------------------|------------------------------------|-------------------------------------|---|
| <b>A</b><br><input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUP<br><input checked="" type="checkbox"/> X,C,U included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC | GBP8036973             | 6/10/2006                          | 7/25/2006                           | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/PROP AGG \$ 2,000,000 |
| <b>B</b><br><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | BA8037073              | 6/10/2006                          | 7/25/2006                           | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY EA ACC \$<br>AGG \$        |
| <b>A</b><br><input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10,000  | CU8037173              | 6/10/2006                          | 7/26/2006                           | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| <b>C</b><br>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER   | 200500-4179958         | 7/26/2005                          | 7/28/2006                           | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                  |
| <b>A</b> Installation/Builders Risk<br><b>A</b> Equipment Floater   | IM8042605<br>IM8042603 | 6/10/2006<br>6/10/2006             | 7/26/2006<br>7/26/2006              | \$50,000 Stored Materials \$500 Deductible<br>\$50,000 Lbrk \$500 Deductible  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: Project #27-00-R-2 East Stroudsburg Area Senior High School South  
 The certificate holder is named as additional insured with respect liability arising out of ongoing work performed by the named insured on the described project.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>East Stroudsburg Area School District<br>321 North Courtland Street<br>East Stroudsburg, PA 18301- | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE:<br><i>Zina A. Serafin</i> |
|---|--|

178





Company Name: \_\_\_\_\_ (Hereinafter, "We" or "Our") Utility Acct #(s): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Tel # \_\_\_\_\_ Email: \_\_\_\_\_ Fax # \_\_\_\_\_

We hereby enroll in Energy Curtailment Specialists, Inc. (ECS) PowerPay Program(s) and authorize ECS to be our Curtailment Service Provider with PJM Interconnection, LLC (PJM) and MET-ED effective as of the date of this Agreement. It is within our authority to curtail electricity usage at our facilities. For the 2012 season we will be participating in the Flex Response ACT 129 program only. For all future seasons we will participate in both programs listed below.

**I. ECS Flex Response (Utility-Based ACT 129 Program):** We will be notified by ECS of up to 75 potential reduction hours. We have the flexibility to reduce in any number of those hours (i.e. all 75, 50, 30, etc) and can reduce as much or as little electricity in any given reduction hour throughout the reduction period, up to our total expected reduction over the summer period. We will receive a day-ahead warning, with an approximate 3 hour in-day advance notice confirming or modifying the MET-ED event hours. Our participation is governed by the rules of the MET-ED program.

(A.) **Payments** – We will receive \$400 per MWh (per MW per hour) for all energy reduced during called events, up to our total expected reduction over the summer period. ECS will advise us of the expected reduction.

(B.) **Performance bonus** - We will also receive a bonus of \$1,000 per MW in any season that we perform at least 30 hours of reduction.

**II. PowerPay Program (PJM Emergency DR Program):** We agree to curtail our electricity use when we are notified by ECS that PJM has called an Emergency Event (Event) for our zone during the Obligation Period (June 1 to September 30). We can be called for a maximum of 10 Events with a maximum duration of 6 hours each. An Event can be called between 12:00 PM to 8:00 PM EST during weekdays only. If no Event is called, we shall respond to a one-hour Test. ECS receives at least a two (2) hour notice of a called Event. ECS will as soon as practical thereafter notify us of the Event details.

(A.) **Capacity Payment:** We will be paid as follows for our reduction:

**2012:** Not Applicable      **2013:** \$49,527 per MW      **2014:** \$27,478 per MW      **2015:** \$ 32,850 per MW      **2016:** \$ 32,850 per MW\*

\* In 2016 our payment is capped at 75% of the PJM final clearing price for my Utility Zone.

Payments are made twice a year, 1/2 prior to December 31<sup>st</sup> and 1/2 prior to June 30<sup>th</sup>.

(B.) **Energy Payment:** We will additionally receive 80% of any energy payments associated with our reduction, paid at the end of each season.

If ECS' capacity in our utility zone is not sufficient to account for our expected reduction, ECS is authorized to offer our capacity into any applicable PJM Incremental Auction for the term of this Agreement. Our payments will be based on the PJM auction our capacity is offered into, as allocated by ECS.

Payments are based on our payment rate (above) multiplied by our expected reduction multiplied by our performance, where:

- a. "Expected reduction" is the kW ECS will assign in its discretion when registering us, based upon their assessment of our ability to perform. ECS shall annually register us at a kW level in its discretion and notify us of the expected reduction.
- b. "Performance" is based on the measurement rules of PJM and equals our average performance (capped at 100% per hour) over all called Event hours during the season. If no event is called, our payments will be based on our performance during the Test.

**III. General Terms:**

- (1) We will not be subject to out-of-pocket financial penalties if we fail to reduce electricity when called;
- (2) If necessary, ECS will install an interval meter at no cost to us.
- (3) Our participation and payments are contingent upon successful registration confirmed in PJM's system and/or with the utility;
- (4) We agree to participate for the next five (5) Obligation Periods (Term). To ensure continuous enrollment, this Agreement shall automatically renew under the same terms and conditions, unless we notify ECS in writing by February 15<sup>th</sup> following the end of the Term.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by ECS: \_\_\_\_\_ Date: \_\_\_\_\_



## CUSTOMER USAGE INFORMATION AUTHORIZATION

I hereby authorize my electric utility to act in my behalf for the purpose of obtaining information about my historical energy usage and billing information and consent to the release of same so that the Company named herein may evaluate my energy usage patterns and make me an offer to supply energy. The utility considers all customer usage information to be confidential.

This authorization in no way binds me to the purchase of any service or product from the Company named herein and is to be used for the sole purpose of determining my offer price of electricity service or the provision of other energy-related services.

### Supplier/Consultant Information (please print):

Company: Energy Curtailment Specialists, Inc

Address: 4455 Genesee St Bldg 6 Buffalo, NY 14225 Email: datarequests@ecsqrld.com Phone Number: (877) 711-5453

Type of Data Requested (select one):

Sixty (60) minute interval data (if available) provided in ASCII text file

Monthly billing information (will be provided if 60 minute interval data is unavailable)

**NOTE:** Billing information will typically cover the most recent twelve-month period.

### Company Information (please print):

My Utility Metropolitan Edison My Utility Rep Name: David Hillanbrand

My Utility Rep Phone: 610-473-1122 My Utility Rep Email: \_\_\_\_\_

Supplier (if different from Utility) Exelon Energy Supplier Contract valid thru (date) \_\_\_\_\_

Company Name: East Stroudsburg Area School District

Federal Tax ID: 23-1669371

Service Address: Multiple

Mailing Address (if different from Service Address): 50 Vine Street, East Stroudsburg  
PA 18301

Contact Name: John Rosado Title: Accounts Payable

Email: John.Rosado@ESA5D.net Telephone Number: (570) 424-8500 Ext 1503

Business Representative's Signature: James F. Schorran Date: 6/18/12

This authorization is valid for 90 days from the above date, unless we join the curtailment service provider's demand response program in which case it will remain effective for the duration of our participation in that program.

### MetEd Account Number(s) (As shown on Latest Bill)

See Attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each utility has specific rules for releasing information, and this service may be subject to a charge by the utility.

Rev. 11/2011

| <b>Schools</b>       | <b>Meter</b>        |                             |
|----------------------|---------------------|-----------------------------|
| JT Lambert           | <b>100019615861</b> | 2 Building                  |
| JM Hill              | <b>100019284411</b> | 1 Building                  |
| Middle Smithfield    | <b>100071509721</b> | 1 Building                  |
| Resica Ele           | <b>100016949099</b> | 1 Building                  |
| High School South    | <b>100017327568</b> | 2 Building                  |
| Smithfield Ele       | <b>100066917749</b> | 1 Building                  |
| East Stroudsburg Ele | <b>100065663211</b> | 1 Building                  |
| North Campus         | <b>100018255800</b> | 4 Building Plus Sewer Plant |

**From:** Brian Wotherspoon <brianw@ecsgrid.com>  
**Subject:** ECS/Met-Ed Funded Program  
**Date:** Tue, 19 Jun 2012 16:32:08 +0000  
**To:** "Sharon-laverdure@esasd.net" <Sharon-laverdure@esasd.net>, "John\_rosado@esasd.net" <John\_rosado@esasd.net>, "James\_shearouse@esasd.net" <James\_shearouse@esasd.net>

Good afternoon,

Thanks for taking the time to meet with Mark in regards to our free program. I will be your contact moving forward.

Here is a video that illustrates demand response <http://www.ecsgrid.com/demand-response-programs>. Our company has teamed up with Met-Ed to administrate a cost and risk free opportunity for their customers to get paid to help out with the system peaks this summer. We will be informing Met-Ed customers of the highest priced 75 hours of the summer with a day in advance notice. This program is completely unique as you get paid a check when you are running a bit leaner during these highest priced times hours of the summer, along with avoiding paying the high prices in your bill.

The baseline for performance is calculated as follows. When there is a curtailment window, we look back the previous 5 business days and average together your 4 highest peaks within that time. If you are running underneath this level at all during any curtailment window, this amount gets tallied up and you are paid (\$400 per MWh or \$.40 a kWh) on your grand total reduction at the end of summer. So even the smallest reductions add up during these times.

Of course there is no penalty if you cannot comply (aka if you run at or above your baseline ever single curtailment window) so there is absolutely no downside and you can pick and choose when you can participate during these times. The 75 hours will just be opportunities for you to curtail should you wish to take them.

Here are some schools that just enrolled for this summer:

- Boyertown Area School District
- York City School District
- Del Valley School District
- Bangor School District

Huntingdon Area School District

It appears the following accounts will be large enough to qualify.

100017327568 - North Courtland School

100065663211 - South Elementary School (Terra Greens)

100018255800 - North Campus

Feel free to reach out with any question or if I can be of any further assistance. I believe Mark left the enrollment form with you which is what we would need to move forward but I can provide that if not.

We appreciate your consideration on the project and look forward to the opportunity to secure some funds for your facility this summer.

Regards,

Brian Wotherspoon

Director, Business Development

Energy Curtailment Specialists Inc.

4455 Genesee Street Building 6| Buffalo, NY| 14225

Phone: (877) 711-5453 Ext. 301

Fax: (877) 711-0506

brianw@ecsgrid.com

www.ECSGRID.com

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## James Shearouse

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**From:** meted-dr@firstenergycorp.com  
**Sent:** Tuesday, June 19, 2012 11:25 AM  
**Subject:** Met-Ed offers customers the opportunity to earn financial incentives this summer through its demand response program

Dear Met-Ed Customer:

Beginning in June and running through September 2012, you can earn sizable payments by reducing your electric load during times of peak demand. Many of your peer industries have already signed up to participate in the Met-Ed demand response program, but several enrollment slots are still open.

These Met-Ed incentives are available on a first-come, first-served basis, and would be in addition to any payments you may be receiving for your participation in other demand response programs this summer.

### Ways to participate

You will receive notification the day before a demand response event occurs. There are many ways you may choose to participate, such as:

- Turn off non-essential or unused lighting or other office equipment during daytime hours
- Pre-cool your building and/or turn up the thermostat on your air conditioner during peak hours
- Shift some operations to non-peak days or hours
- Schedule business downtime or outages for peak days or hours
- Load test on-site generation during peak hours

### Reasons to participate

- Earn financial incentives with minimal impact to your business (payments are based on how much and how often you choose to participate)
- Participation can be coupled with other available programs
- Help Met-Ed meet Pennsylvania conservation goals by reducing energy usage during times of peak demand
- Even if you are enrolled in the program, you will not be penalized if you are unable to participate on certain days.

Openings are first-come, first-served, so please respond promptly if you are interested in participating.

If you have questions about this program, reply to this email or contact one of the Curtailment Service Providers listed below:

Email: [meted-dr@firstenergycorp.com](mailto:meted-dr@firstenergycorp.com)

**Curtailment Service Providers:**

Energy Connect: Graham Morin / 312-854-8073

Energy Curtailment Specialists, Inc.: Daniel Pfohl / 877-711-5453 ext 348

EnerNOC, Inc.: Todd Krause / 443-864-2007

Hess Energy Solutions: Solution Sales / 1-888-223-1524

Key Tex Energy: Lennie Davis / 724-468-6500 ext 212

ClearChoice Energy: Carolyn Pengidore / 412-833-4113 ext 107

Customized Energy Solutions, Ltd.: Richard Gilkey / 267-238-4785

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## COMMERCIAL LEASE

THIS LEASE is made on the \_\_\_\_\_ day of \_\_\_\_\_

The Landlord hereby agrees to lease to the tenant, and Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

**LANDLORD:** East Stroudsburg School District  
50 Vine Street PO Box 298  
East Stroudsburg, PA 18301

**TENANT:** KidsPeace  
4085 Independence Dr.  
Schnecksville, PA 18078

- 1. Leased Premises.** The Leased Premises are those premises described as:  
East Wing of Smithfield Elementary School located at 5180 Milford Road, East Stroudsburg, Pa totaling 12,395 square feet
- 2. Term.** The term of the lease shall be for a period of eleven months, commencing on 10/01/2012 and ending on 08/31/2013. Occupancy will occur only after completion of all construction and related work to the satisfaction of the tenant. Tenant has the option to renew Leased Premises for an additional term of one (1) year. This option must be executed in writing to the Landlord ninety (90) days prior to the expiration of the initial term.
- 3. Rent.** The Tenant agrees to pay the ANNUAL RENT of \$48,000 payable in equal installments of 4,000 in advance on the first day of each and every calendar month during the full term of these lease. All monthly rental payments not received by the 10<sup>th</sup> of the month due, will be subject to a \$100 late charge.
- 4. Security Deposit.** Tenant shall deposit with Landlord as security for performance of all terms and conditions of the lease in the amount equal to one (1) month's rent. This deposit, plus simple interest at 2% per year will be returned to Tenant within twenty days after the expiration of this lease, less amounts for actual loss or damage.
- 5. Delivery of Possession.** If for any reason the Landlord cannot deliver possession of the leased property of the Tenant when the lease term commences, this lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for any loss of damage resulting therefrom. However, there shall be an abatement of rent for the period between the commencement of the lease term and the time when the Landlord delivers possession.
- 6. Use of Leased Premises.** The Leased Premises may be used only for the following purpose:  

Any business-related activities conducted by KidsPeace, Inc.
- 7. Utilities.** Landlord will be responsible for all electrical, heating, garbage removal and cleaning costs. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the Landlord.
- 8. Condition of Leased Premise; Maintenance and Repair.** Tenant acknowledges that the Leased Premises are in good order and repair. Tenant agrees to maintain the Leased Premises in good condition throughout the term of the lease. Any damage to the Premises resulting from an action of Tenant or their agents is the responsibility of the Tenant. Landlord is responsible to maintain the building structure, HVAC equipment, electrical and plumbing services in the building. Landlord is responsible for snow and ice removal from all parking lots and outdoor walkways.

9. **Compliance with Laws and Regulations.** Tenant, at its expense, shall promptly comply with all federal, state and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises. The Tenant, at its expense, shall obtain all required licenses or permits for the conduct of its business within the terms of this lease or for the making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with the Tenant in applying for such permits or licenses.
10. **Alterations and Improvements.** Tenant shall not make any alterations, additions or improvements to, or install any fixtures on, the Leased Premises without Landlord's prior written consent. If such consent is given, all alterations, additions and improvements made, and fixtures installed, by Tenant shall become Landlord's property upon the expiration or sooner termination of this lease. Landlord may, however, require Tenant to remove such fixtures at Tenant's cost, upon the termination hereof.
11. **Assignment/Subletting Restrictions.** Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this lease.
12. **Insurance.**
- (i) **By Landlord.** Landlord shall at all times during the term of this lease, at its expense, insure and keep in effect on the building in which the Leased Premises is located, fire insurance with extended coverage. The Tenant shall not permit any use of the Leased Premises, which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the applicable fire insurance rating association. Tenant shall on demand reimburse the Landlord, and all other tenants, all extra insurance premiums caused by the Tenant's use of the premises.
  - (ii) **By Tenant.** Tenant shall, at its expense, during the term hereof, maintain and deliver to Landlord public liability and property damage and plate glass insurance policies with respect to Leased Premises. Such policies shall name the Landlord and Tenant as insured, and have limits of at least \$500,000 for injury or death to any one person and \$1,000,000 for any one accident, and \$500,000 with respect to damage to property. Such policies shall be in whatever form and with such insurance companies are reasonably satisfactory to Landlord, shall name Landlord as additional insured, and shall provide for at least ten day's prior notice to Landlord of cancellation.
13. **Indemnification of Landlord.** Tenant shall defend, indemnify, and hold Landlord harmless from and against any claim, loss, expense or damage to any person or property in or upon the Leased Premises, arising out of Tenant's use of occupancy of the Leased Premises, or arising out of any act or neglect of Tenant or its servants, employees, agents, or invitees.
14. **Condemnation.** If all or any part of the Leased Premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant.
15. **Destruction of Premises.** If the building which the Leased Premises is located is damaged by fire or other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building, this Lease shall terminate and the rent

shall be apportioned to the time of the damage. In all other cases of damage without Tenant's fault, Landlord shall repair the damage with reasonable dispatch, and if the damage is rendered the Leased Premises wholly or partially untenable, the rent shall be apportioned until damage is repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

16. **Landlord's Rights Upon Default.** In the event of any breach of this lease by the Tenant, which shall not have been cured with TEN (10) DAYS, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may, from time to time, without terminating the Lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in Landlord's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the Tenant hereunder, the Tenant shall pay such deficiency to the Landlord monthly. The Tenant shall also pay to the Landlord, as soon as ascertained, the cost and expenses incurred by the Landlord in such reletting.
17. **Quiet Enjoyment.** The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.
18. **Landlord's Right to Enter.** Landlord may, at reasonable times, enter the leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders, or Tenants.
19. **Surrender Upon Termination.** At the expiration of the lease term the Tenant shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted,
20. **Subordination.** This lease, and Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.
21. **Signage.** Tenant will be permitted to install a sign announcing its presence at a location that is acceptable to the Landlord.
22. **Miscellaneous Term.**
  - (i) **Notices.** Any notice, statement, demand or other communication by one party or the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant at the premises, or to the Landlord at the address set forth above.
  - (ii) **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

- (iii) **Waiver.** The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
- (iv) **Complete Agreement.** This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
- (v) **Successors.** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

23. **Meals** Tenant will reimburse Landlord for all meals served by Landlord's food service staff to programs operated by the Tenant at a cost of \$3.50 per meal. Landlord shall invoice Tenant not more frequently than once per month for all costs of meals. Invoice shall indicate the number of meals served each day during the invoice period with extension of meal cost. Meal quality and selections to be consistent with the National School Lunch Program requirements.

IN WITNESS WHEREOF the parties have set their hands and seals on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Landlord or Landlord's Authorized Agent

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Michael A. Ventrella

Attorney-at-Law  
P.O. Box 349  
Tannersville, PA 18372

MARK S. LOVE  
of counsel

Telephone (570) 629-6322  
Fax (570) 629-6275  
Michael.Ventrella@gmail.com  
www.MikeVentrella.com

June 25, 2012

Thomas F. Dirvonas, Esq.  
11 North Eighth Street  
Stroudsburg, PA 18360

Lucas J. Repka, Esq.  
King, Spry, Herman,  
Freund & Faul, LLC  
One West Broad Street, Suite 700  
Bethlehem, PA 18018

**Re: Judicial Tax Sale -- Parcel No. 12/94055  
Cherry Lane, Pocono, Pocono Township &  
Judicial Tax Sale -- Parcel No. 16/7/3/15-6  
5442 Music Center Drive, East Stroudsburg, PA**

Gentlemen:

I am writing to you in my capacity as Solicitor to the Monroe County Tax Claim Bureau concerning these two Judicial Tax Sales.

Petitions have been filed by United Midwest Savings Bank to Set Aside these sales. Essentially the bank is claiming, intending to bid on the Music Center Drive property it actually wound up purchasing the Pocono Township parcel due to confusion that it claims was caused by the Tax Claim Bureau in failing to properly identify the parcels.

The Tax Claim Bureau has filed Answers to both Petitions indicating that the parcels were properly identified and any confusion was due to the unilateral mistake of the United Midwest Savings Bank.

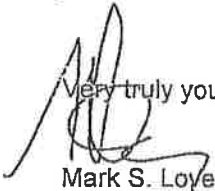
I have recently received a settlement proposal by the Attorney for the bank dated June 14, 2012 which I forward to you. My understanding is that if this proposal is agreeable, the bank would then enter into negotiations directly with Anthony Malinowski and Marek Tchorzewski to Set Aside the Music Center Drive sale as well.

It should be noted that there was over bid on both cases sufficient to cover current taxes as well.

Please let me know your position with respect to this proposal at your earliest convenience. Of course, feel free to give me a call to discuss any aspect of this matter.

Kindest regards.

Very truly yours,

  
Mark S. Love,  
of Counsel

MSL/bm

cc: Dawn Pugh, Acting Director  
of the Monroe County Tax Sale Bureau (w/encl.)

**MICHAEL P. DIGNAZIO**

ATTORNEY AT LAW  
227-229 N. OLIVE STREET  
P.O. BOX 428  
MEDIA, PENNSYLVANIA 19063

(610) 565-8535  
FAX (610) 891-7215

June 14, 2012

Mark S. Love, Esquire  
Route 611  
P.O. Box 349  
Tannersville, PA 18372

**Re: Judicial Tax Sale  
Lot #5-A, Cherry Lane, Pocono Township  
No. 11247 CV. 2011  
C.C.P. Monroe County**

Dear Mark:

Now that my appearance has been entered in the above-referred matter I have authorized my client to offer to resolve the above-referred matter by stipulating to an Order setting aside the above-referred judicial tax sale. In said Stipulation my client would be willing to allow the Monroe County Tax Claim Bureau to keep that portion of the bid amount which will pay all delinquent taxes.

By copy of this letter to James T. Schumaker, Esquire I am inviting his response to this amicable and immediate resolution of the issues.

Very truly yours,

  
MICHAEL P. DIGNAZIO

MPD/kg

cc: James T. Schumaker, Esquire

LITIGATION FILED  
5/15/2012

*did not get to call on 5/15/12*

# JUDICIAL SALE

1183

MONROE COUNTY TAX CLAIM BUREAU  
1 QUAKER PLAZA • ROOM 104  
STROUDSBURG, PENNSYLVANIA 18360

OFFICE HOURS:  
8:30 AM TO 4:30 PM MONDAY TO FRIDAY  
TELEPHONE: (570) 517-8172

DESCRIPTION

SMITTFIELD IN

*Per # 0317E1161*

ASSESSMENT

33,710

TOTAL TAXES AND COSTS

24,226.94

COSTS:

439.00

.010000 TRANSFER FEE 4,011.49

RECORDING OF DEED FEE 68.00

.020000 SALE EXPENSE 1,100.00

Buyer ANTHONY MALINOWSKI & MAREK TCH

|                                 |   |
|---------------------------------|---|
| CLAIM NUMBER                    | 16 / 7 / 3 / 15-6 /   |
| ASSESSED OWNER OR REPUTED OWNER | 156384<br>PAPILLE ROBERT J<br>895 SUMMERSPT PL<br>AMBLER PA 19002 |

SALE PRICE 55,000.00 RECEIVED PAYMENT 60,179.49

OVERBID ~~\$30,000.00~~ - ~~\$35,000.00~~ = \$30,000.00 DATE 5/02/12

McCABE, WEISBERG AND CONWAY, P.C.  
BY: Andrew L. Markowitz, Esq.  
Attorney ID # 28009  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorneys for Petitioner  
United Midwest Savings Bank

In re:  
2012 JUDICIAL TAX SALE  
of Property located at RD# 5,  
Box 5442 Music Center Drive,  
East Stroudsburg, PA 18301  
Parcel # 16/7/3/15-6

UNITED MIDWEST SAVINGS BANK,  
Petitioner  
v.  
MONROE COUNTY TAX CLAIM  
BUREAU -and-  
ANTHONY MALINOWSKI -and-  
MAREK TCHORZEWSKI  
Respondents

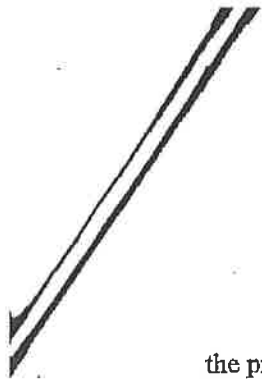
COURT OF COMMON PLEAS  
OF MONROE COUNTY

NO. 11247-CV-2011

**PETITION TO SET ASIDE AND VACATE  
JUDICIAL TAX SALE**

Petitioner, UNITED MIDWEST SAVINGS BANK (hereinafter "UNITED MIDWEST"), by and through its attorneys, hereby petitions this Honorable Court to set aside and vacate the judicial tax sale of the real property located at RD# 5, Box 5442 Music Center Drive, East Stroudsburg, PA 18301, being located in Smithfield Township and having tax parcel #16/7/3/15-6( hereinafter ("the property") held on May 2, 2012, and in support thereof avers as follows:





1. Petitioner UNITED MIDWEST is the current holder of a Mortgage against the property, such Mortgage having been made, executed and delivered to UNITED MIDWEST by one Robert J. Papile on September 14, 2007 and recorded in Monroe County on September 21, 2007 in Mortgage Book Volume 2316, page 8068, such Mortgage being incorporated herein by reference by virtue of Pa. R. C. P. 1019(g).

2. The said mortgagor ROBERT J. PAPILE is the last record owner of the property by virtue of a Deed recorded in Monroe County on September 21, 2007 in Deed Book 2316, page 8064, such Deed also being incorporated herein by reference by virtue of Pa. R. C. P. 1019 (g).

3. The said mortgagor ROBERT J. PAPILE subsequently defaulted on his payment obligations under the said Mortgage and, on or about June 15, 2011, UNITED MIDWEST commenced an action in mortgage foreclosure against said mortgagor, such action being docketed in Monroe County as No. 5204-CV-2011.

4. The undersigned counsel is also counsel to UNITED MIDWEST in the aforesaid action in mortgage foreclosure.

5. The property was sold at judicial tax sale on May 2, 2012 and Respondents ANTHONY MALINOWSKI and MAREK TCHORZEWSKI were the successful bidders at such

sale for the bid price of \$55,000.00.

6. At the time of such tax sale, Respondent, TAX CLAIM BUREAU OF MONROE COUNTY (hereinafter "TAX CLAIM BUREAU"), identified the property to be sold as being owned by the said ROBERT J. PAPILE but failed to provide any actual street address or other location of the property sufficient for UNITED MIDWEST to correctly identify the property being offered for sale.

7. As a result of such failure, UNITED MIDWEST failed to sufficiently identify the specific property being offered for sale with the unintended result that UNITED MIDWEST bid on a different property also owned by the said ROBERT J. PAPILE, such other property being Lot 5-A in Pocono Township, Parcel # 12/94055.

8. As a result of the failure of the TAX CLAIM BUREAU to provide a specific street address or otherwise to sufficiently identify the property being offered for sale, UNITED MIDWEST bid on a different property owned by the same owner and failed to bid on the property which was the subject of its Mortgage as described above.

9. The aforesaid judicial tax sale was conducted contrary to and in violation of various applicable provisions of the Real Estate Tax Sale Law.

10. In particular, the TAX CLAIM BUREAU failed, in filing its petition for judicial sale on December 28, 2011, to obtain a rule returnable on such petition within thirty (30) days from the presentation of such petition as required by 72 P.S. Section 5860.610.

11. The petition for judicial sale presented by the TAX CLAIM BUREAU on December 28, 2011 was in fact made returnable on March 20, 2012, almost ninety (90) days subsequent thereto and not within the 30 days as required by 72 P.S. Section 5860.610.

12. The TAX CLAIM BUREAU moreover failed to properly serve such rule, and notice of such tax sale, on UNITED MIDWEST within the Commonwealth of Pennsylvania as required by 72 P.S. Section 5860.611.

13. The TAX CLAIM BUREAU had notice at all times relevant hereto that UNITED MIDWEST was represented by counsel in the pending mortgage foreclosure action in Monroe County but the TAX CLAIM BUREAU failed to serve such rule, and notice of such tax sale, on petitioner's counsel within the Commonwealth of Pennsylvania as required by 72 P.S. Section 5860.611.

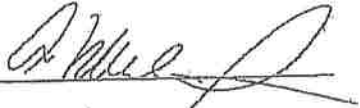
14. Petitioner UNITED MIDWEST reserves the right to aver and plead such additional violations of the Real Estate Tax Sale Law as may be disclosed to petitioner by additional discovery in this matter.

15. As a result of the foregoing, the judicial tax sale of the property was conducted contrary to and in violation of the requirements of the Real Estate Tax Sale Law and such sale must be set aside and declared as null and void.

16. By granting this petition, the Court will not cause respondents ANTHONY MALINOWSKI and MAREK TCHORZEWSKI to suffer any damage or loss as all amounts paid by them at such sale will be reimbursed to them.

WHEREFORE, petitioner UNITED MIDWEST respectfully requests this Honorable Court to grant this Petition to Set Aside and Vacate Judicial Tax Sale and to enter an Order declaring such tax sale to be null and void and further reinstating petitioner's mortgage and otherwise restoring petitioner to the same position it had held prior to such tax sale being held, and for such other and further relief as the Court shall deem just and proper.

McCABE, WEISBERG & CONWAY, P.C.

  
By: Andrew L. Markowitz, Esq.  
Attorneys for Petitioner  
United Midwest Savings Bank

COURT OF COMMON PLEAS OF MONROE COUNTY  
43<sup>RD</sup> JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA

IN RE:  
2012 JUDICIAL TAX SALE  
of property located at RD#5  
Box 5442 Music Center Drive,  
East Stroudsburg, PA 18301  
Parcel # 16/7/3/15-6

NO. 11247 CIVIL 2011

UNITED MIDWEST SAVINGS BANK,  
Petitioner

v.

MONROE COUNTY TAX CLAIM  
BUREAU and ANTHONY MALINOWSKI  
and MAREK TCHORZEWSKI

Respondents

PROTHONOTARY  
2012 MAY 23 PM 10 42  
MONROE COUNTY, PA

ANSWER OF MONROE COUNTY TAX CLAIM BUREAU

NOW COMES, the Monroe County Tax Claim Bureau by and through Mark S. Loye, Esquire, Assistant County Solicitor and makes answer to the Petition of United Midwest Savings Bank in the above captioned matter as follows:

- 1-5. Admitted.
6. Denied. The property was identified by the Monroe County Tax Claim

Bureau as tax code 16/7/3/15-6 in Smithfield Township on T-520 as per Exhibit to the Judicial Sale Petition, a true and correct copy of which is attached as Exhibit "A" and made a part hereof.

7. Denied that the property was not specifically identified for the reasons set forth in answer to paragraph 6, Supra, the contents of which are incorporated by reference herein. The remaining averments of this averment are within the exclusive knowledge of the Petitioner and hence denied with strict proof if relevant demanded at hearing. Any mistake made by Petitioner was unilateral, and not due to the actions of the Tax Claim Bureau.

8. Denied that the actions complained of were due to any failure of the Tax Claim Bureau.

9. Specifically Denied that the Judicial Tax Sale is conducted contrary to a violation of the Real Estate Tax Sale Law. Further denied as a Conclusion of Law.

10. Denied as a Conclusion of Law. By way of further response, section 610 of RSTSL provides that the rule can be made returnable as otherwise determined by the Court. It was impossible to serve all of the owners and the lien holders and parties in interest within the 30 day period and the Court's designation of the return date was to accommodate all of the respondents to make sure that they were properly served. By way of further response, Petitioner in no way was prejudiced by the failure to have the rule returnable within 30 days.

11. The return date of March 20, 2012 is admitted. The remaining portions of the paragraph are denied for the reasons set forth in paragraph 10, Supra.

12. Denied. On the contrary, service was made by Sheriff of Monroe County as

per Sheriff's return attached hereto as Exhibit "B" and made a part hereof.

13. Denied as an incorrect statement of law.

14. Denied as improper pleading.

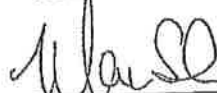
15. Denied as an improper conclusion of the law. The remedy of a lien holder who is not an owner with respect to alleged defect in a judicial sale is not to overturn the Judicial Sale but rather to reinstate the lien. This is the sole remedy available to Petitioner.

16. Denied as a Conclusion of Law and for the reasons set forth in paragraph

15.

Wherefore, Monroe County Tax Claim Bureau respectfully prays your Honorable Court to deny this Petition, and to discharge the stay previously entered.

Respectfully submitted,



Mark S. Love, Esq.  
Attorney I.D. No. 24844  
Assistant County Solicitor  
Attorney for Monroe County Tax Claim Bureau

RETURN OF SERVICE 2012 JUDICIAL SALE - RULE RETURNABLE 3/20/12

RETURN OF SERVICE

|   | NAME OF RESPONDENT   | RETURN OF SERVICE  |
|---|--|--|
| 7/7A, Dartmouth Dr 7,7A<br>hfield Township                      | RIA LLC  | SEE #16/5/1/33-10  |
| 16731304546898<br>Ln<br>hfield Township                         | SCOTT LIPTAK<br>ANNA LIPTAK                                    | PERSONAL SERVICE - NOT FOUND<br>RE-CERTIFIED MAIL - UNABLE TO FRWD<br>PERSONAL SERVICE - NOT FOUND                             |
| 16731304547712<br>Ln<br>hfield Township                         | BALAKRISHNA RAO<br>NALINI RAO                                  | RE-CERTIFIED MAIL - UNABLE TO FRWD<br>PERSONAL SERVICE - NOT FOUND<br>RE-CERTIFIED MAIL 2/8/12<br>PERSONAL SERVICE - NOT FOUND |
| 16731304547951<br>Ln<br>Smithfield Township                     | JON G MIRKOVIC ESTATE<br>SUE E MIRKOVIC                        | PERSONAL SERVICE 2/1/12<br>PERSONAL SERVICE 2/1/12   |
| 1200573604<br>aining Lands, Airport Rd T 536<br>hfield Township | JON G MIRKOVIC ESTATE<br>SUE E MIRKOVIC                        | SEE #16/6/2/20   |
| 16731200379122<br>hfield Township                               | POCONO STROUDSBURG AIRPORT INC                                 | SEE #16/6/2/20<br>CERTIFIED MAIL 1/30/12<br>PERSONAL SERVICE 1/18/12<br>PERSONAL SERVICE 1/25/12                               |
| 16731200800666<br>hfield Township                               | WILLIAM WATERS A/K/A WILLIAMS WATERS                           | SEE #09/10A/1/59   |
| 16731204818187<br>Smithfield Township                           | ELDON D LARSH<br>JEANETTE E LARSH<br>TO BYHANNA ARMY DEPOT FCU | SEE #16/7/1/6  |
| 16731102798677<br>Smithfield Township                           | ROBERT J PAPILE  | SEE #12/9/4055   |
| 16731100645430<br>Smithfield Township                           | DIANA COHEN ESTATE   | PAID IN FULL 1/26/12<br>CERTIFIED MAIL 1/30/12   |
| 17639300873081<br>Shel Manor Units Stroud Township              | PENN HILLS ENTERPRISES INC                                     | SEE #17/1/1/13-1   |

"A B L D"



LITIGATION FILED  
5/15/2012

# JUDICIAL SALE

#1217

MONROE COUNTY TAX CLAIM BUREAU  
1 QUAKER PLAZA • ROOM 104  
STROUDSBURG, PENNSYLVANIA 18360

OFFICE HOURS:  
8:30 AM TO 4:30 PM MONDAY TO FRIDAY  
TELEPHONE: (570) 517-9172

LOT 5-A DESCRIPTION  
POCONO IN

ASSESSMENT 33,690  
TOTAL TAXES AND COSTS 20,427.48  
COSTS: 429.73

CLAIM NUMBER 12 / 94055 / /

ASSESSED OR REPUTED OWNER  
221660  
PAPILE ROBERT J  
895 SUMMERSSET PL  
AMBLER PA 19002-2343

TRANSFER FEE 4,009.11

RECORDING OF DEED FEE 68.00

SALE EXPENSE 3,800.00

Buyer UNITED MIDWEST SAVINGS BANK

SALE PRICE 190,000.00  
RECEIVED PAYMENT 197,877.11  
OVERBID 190,512.52 - \$25.00 = \$169,541.52 DATE 5/02/12

167# 2814025

McCABE, WEISBERG AND CONWAY, P.C.  
BY: Andrew L. Markowitz, Esq.  
Attorney ID # 28009  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorneys for Petitioner  
United Midwest Savings Bank

In re:  
2012 JUDICIAL TAX SALE  
of Property located at Lot #5-A  
Cherry Lane, Pocono Township  
Parcel # 12/94055

COURT OF COMMON PLEAS  
OF MONROE COUNTY

NO. 11247-CV-2011

UNITED MIDWEST SAVINGS BANK,  
Petitioner  
v.

MONROE COUNTY TAX CLAIM  
BUREAU -and-  
FIRST NORTHERN BANK &  
TRUST COMPANY  
Respondents

**PETITION TO SET ASIDE AND VACATE  
JUDICIAL TAX SALE**

Petitioner, UNITED MIDWEST SAVINGS BANK (hereinafter "UNITED  
MIDWEST"), by and through its attorneys, hereby petitions this Honorable Court to set aside  
and vacate the judicial tax sale of the real property located at Lot #5-A Cherry Lane, Pocono  
Township, being Parcel # 12/94055 ( hereinafter "the property") held on May 2, 2012, and in  
support thereof avers as follows:

1. Petitioner UNITED MIDWEST is the current holder of a Mortgage against a different property owned by one ROBERT J. PAPILE, such other property being that property known RD #5, Box 5442 Music Center Drive, East Stroudsburg, PA 18301, being Parcel #16/7/3/15-6 (hereinafter "the Music Center Drive property").

2. Such other property was also offered for tax sale on May 2, 2012 as part of the same judicial tax sale.

3. The said mortgagor ROBERT J. PAPILE subsequently defaulted on his payment obligations under that Mortgage and, on or about June 15, 2011, UNITED MIDWEST commenced an action in mortgage foreclosure against said mortgagor, such action being docketed in Monroe County as No. 5204-CV-2011.

4. The undersigned counsel is also counsel to UNITED MIDWEST in the aforesaid action in mortgage foreclosure.

5. The property which is the subject of this Petition was also owned by the same ROBERT J. PAPILE and was offered at the same judicial tax sale and was sold at such tax sale on May 2, 2012 and was purchased by Petitioner for the bid price of \$190,000.00.

6. At the time of such tax sale, Petitioner UNITED MIDWEST had

intended to bid on the other property owned by ROBERT J. PAPILE, that is, the Music Center Drive property, but Respondent TAX CLAIM BUREAU OF MONROE COUNTY (hereinafter "TAX CLAIM BUREAU"), failed to provide any actual street address or other location of that property sufficient for UNITED MIDWEST to correctly identify the property being offered for sale.

7. As a result of such failure, UNITED MIDWEST failed to sufficiently identify the specific property being offered for sale with the unintended result that UNITED MIDWEST bid on the subject property instead of the property encumbered by its Mortgage, the Music Center Drive property.

8. The aforesaid judicial tax sale was conducted contrary to and in violation of various applicable provisions of the Real Estate Tax Sale Law.

9. In particular, the TAX CLAIM BUREAU failed, in filing its petition for judicial sale on December 28, 2011, to obtain a rule returnable on such petition within thirty (30) days from the presentation of such petition as required by 72 P.S. Section 5860.610.

10. The petition for judicial sale presented by the TAX CLAIM BUREAU on December 28, 2011 was in fact made returnable on March 20, 2012, almost ninety (90) days subsequent thereto and not within the 30 days as required by 72 P.S. Section 5860.610.

11. The TAX CLAIM BUREAU moreover failed to properly serve such rule, and notice of such tax sale, on UNITED MIDWEST within the Commonwealth of Pennsylvania as required by 72 P.S. Section 5860.611.

12. The TAX CLAIM BUREAU had notice at all times relevant hereto that UNITED MIDWEST was represented by counsel in the pending mortgage foreclosure action in Monroe County but the TAX CLAIM BUREAU failed to serve such rule, and notice of such tax sale, on petitioner's counsel within the Commonwealth of Pennsylvania as required by 72 P.S. Section 5860.611.

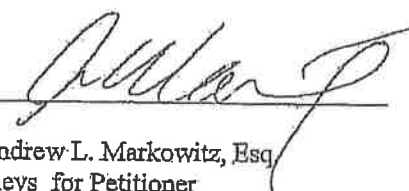
13. Petitioner UNITED MIDWEST reserves the right to aver and plead such additional violations of the Real Estate Tax Sale Law as may be disclosed to petitioner by additional discovery in this matter.

14. As a result of the foregoing, the judicial tax sale of the property was conducted contrary to and in violation of the requirements of the Real Estate Tax Sale Law and such sale must be set aside and declared as null and void.

15. By granting this petition, the Court will not cause respondent FIRST NORTHERN BANK & TRUST COMPANY to suffer any damage or loss as such Respondent will retain its Mortgage securing its interest in the property.

WHEREFORE, petitioner UNITED MIDWEST respectfully requests this Honorable Court to grant this Petition to Set Aside and Vacate Judicial Tax Sale and to enter an Order declaring such tax sale to be null and void and for such other and further relief as the Court shall deem just and proper.

McCABE, WEISBERG & CONWAY, P.C.

  
By: Andrew L. Markowitz, Esq.  
Attorneys for Petitioner  
United Midwest Savings Bank

COURT OF COMMON PLEAS OF MONROE COUNTY  
 43<sup>RD</sup> JUDICIAL DISTRICT  
 COMMONWEALTH OF PENNSYLVANIA

IN RE:  
 2012 JUDICIAL TAX SALE  
 UNITED MIDWEST SAVINGS BANK

NO. 11247 CIVIL 2011

Petitioner

Property: Lot #5-A  
 Cherry Lane Church Road  
 Pocono Township  
 Parcel # 12/94055

v.

MONROE COUNTY TAX CLAIM  
 BUREAU and FIRST NORTHERN BANK  
 & TRUST COMPANY

Respondents

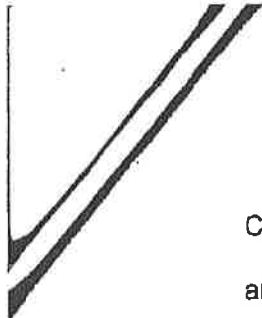
2012 MAY 23 AM 10 42  
 PROTHONOTARY  
 MONROE COUNTY, PA

**ANSWER OF MONROE COUNTY TAX CLAIM BUREAU**

TO THE HONORABLE THE JUDGES OF THE SAID COURT:

NOW COMES, the Monroe County Tax Claim Bureau by and through Mark S. Love, Esquire, Assistant County Solicitor and makes answer to the Petition of United Midwest Savings Bank as follows:

- 1-2. Admitted.
3. Admitted except the date of the default is unknown.
- 4-5. Admitted, except that the property purchased is located on Cherry Lane



Church Road, as identified in the Judicial Sale Petition schedule attached as Exhibit "A" and made a part hereof.

6. Denied as stated. On the contrary, the properties were properly identified by the Tax Claim Bureau as per Exhibit "A" and "B" attached hereto, and any confusion was due to the unilateral mistake of Petitioner, United Midwest Savings Bank and not due to any action of the Monroe County Tax Claim Bureau.

7. Denied as stated for the reasons set forth in answer to paragraph 6, the averments of which are incorporated by reference herein.

8. Denied as a Conclusion of Law.

9. Denied as an improper statement of the law. The court has the power to extend the return date pursuant to section 610. The extension of the return date was made solely to accommodate service on all of the owners, lien holders and others entitled to notice of the Judicial Sale due to the volume involved. Petitioner sustained absolutely no prejudice as a result of the extension of the return date.

10. The return date of March 20, 2012 is admitted. The remainder of Petitioner's averment is denied for the reasons set forth in the Answer to paragraph 9, the averments of which are incorporated by reference herein.

11. Specifically denied that the rule was not served. On the contrary, service was made as per Exhibit "C" attached hereto and made a part hereof.

12. Denied as a Conclusion of Law. Denied that the Tax Claim Bureau had any obligation to serve counsel.

13. Denied as improper pleading.

14. Denied as a Conclusion of Law. By way of further response, the proper



remedy of a lien holder who claims a violation of the notice requirements of the judicial tax sale provisions of the Real Estate Tax Sale Law is to reinstate the lien on the property. Here there is no lien to reinstate on the property and therefore the Petitioner has no remedy as the rule of Caveat Emptor prevails and the unilateral mistake made by the Petitioner does not provide grounds for relief.

15. Denied as a Conclusion of Law.

Wherefore, Monroe County Tax Claim Bureau respectfully prays your Honorable Court to deny and dismiss the Petition, and to lift the stay previously imposed.

Respectfully submitted,



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Mark S. Love, Esq.  
Attorney I.D. No. 24844  
Assistant County Solicitor  
Attorney for Monroe County Tax Claim Bureau

12638301164221

Lot 5-A, Cherry Ln Church Rd #5-A  
Pocono Township

KEY BANK, NA  
FIRST NATIONAL BANK OF PALMERTON  
DACV OF COLORADO

CERTIFIED MAIL 1/30/12  
PERSONAL SERVICE 1/20/12  
CERTIFIED MAIL - UNABLE TO FRWD  
RE-CERTIFIED MAIL 3/5/12  
PERSONAL SERVICE 2/2/12  
CERTIFIED MAIL 1/26/12  
PERSONAL SERVICE 1/26/12

12/94124 12638400429753

Lot 1, Rte 715 #1  
Pocono Township

GMAC MORTGAGE LLC  
UNITED MIDWEST SAVINGS BANK  
PA DEPT OF REVENUE  
BARGAIN PROPERTIES INC  
MARGEL LAVIGNE  
POCONO RANCHLANDS POA

PERSONAL SERVICE 1/27/12  
PERSONAL SERVICE 1/27/12  
PERSONAL SERVICE 1/30/12

12/94127 12638400424640

Lot 4, Rte 715 #4  
Pocono Township

BARGAIN PROPERTIES INC

SEE #12/94124  
PAID IN FULL 2/3/12

12/9A/1/85

12638203113427  
Lots 501,502 Sec A, Michelle Lane  
Pocono Township

WILLIAM ADDE  
JONATHAN ADDE  
PA FIRST SETTLEMENT SERVICE  
MNY SERVICES  
MICHAEL SOLITTO

PERSONAL SERVICE - NOT FOUND  
RE-CERTIFIED MAIL - Unable to Frwd  
PERSONAL SERVICE - NOT FOUND  
RE-CERTIFIED MAIL - UNABLE TO FRWD  
PERSONAL SERVICE 1/20/12  
PERSONAL SERVICE 1/20/12  
PERSONAL SERVICE 1/28/12

12/9A/2/164 12637204909886

Lot 415 Sec B  
Pocono Township

OURCO INC

SEE #09/111844

12/9A/2/42 12637204912517

Lot 140 Sec B Pocono Township

HORACIO DANIEL MARTINEZ

CERTIFIED MAIL 1/28/12

13/10/2/176 13621906287503

Lot B22, East Sherwood Dr  
Polk Township

JANE MATULLI

CERTIFIED MAIL - NO RETURN FROM P.O.  
CERTIFICATE OF MAIL 3/15/12

13/10C/2/57 13621911560209

Lots W44, W46, Green Wood Dr  
Polk Township

BEATRIZ CAZENEUVUE

PERSONAL SERVICE - NOT FOUND  
RE-CERTIFIED MAIL - UNKNOWN

13621902576916

Lot 35 Sec 3, Lower Valley Dr  
Polk Township

JP MORGAN CHASE  
CHASE HOME FINANCIAL LLC  
PA DEPT OF REVENUE

CERTIFIED MAIL 1/26/12  
CERTIFIED MAIL 1/26/12  
PERSONAL SERVICE 1/26/12

EXHIBIT "A"

212

RETURN OF SERVICE 2012 JUDICIAL SALE - RULE RETURNABLE 3/20/12

RETURN OF SERVICE

| NAME OF RESPONDENT   |  | SEE #  |
|--|--|--|
| RIA LLC  | SCOTT LIPTAK   | SEE #16/5/1/33-10  |
| ANNA LIPTAK  | BALAKRISHNA RAO  | PERSONAL SERVICE - NOT FOUND<br>RE-CERTIFIED MAIL - UNABLE TO FRWD<br>PERSONAL SERVICE - NOT FOUND<br>RE-CERTIFIED MAIL - UNABLE TO FRWD<br>PERSONAL SERVICE - NOT FOUND<br>RE-CERTIFIED MAIL 2/8/12<br>PERSONAL SERVICE - NOT FOUND<br>RE-CERTIFIED MAIL 2/9/12<br>PERSONAL SERVICE 2/1/12<br>PERSONAL SERVICE 2/1/12 |
| NALINI RAO   | JON G MIRKOVIC ESTATE<br>SUE E MIRKOVIC                        | SEE #16/6/2/20   |
| JON G MIRKOVIC ESTATE<br>SUE E MIRKOVIC                        | JON G MIRKOVIC ESTATE<br>SUE E MIRKOVIC                        | SEE #16/6/2/20   |
| JON G MIRKOVIC ESTATE<br>SUE E MIRKOVIC                        | JON G MIRKOVIC ESTATE<br>SUE E MIRKOVIC                        | SEE #16/6/2/20   |
| POCONO STROUDSBURG AIRPORT INC                                 | POCONO STROUDSBURG AIRPORT INC                                 | CERTIFIED MAIL 1/30/12<br>PERSONAL SERVICE 1/18/12<br>PERSONAL SERVICE 1/25/12   |
| POCONO STROUDSBURG AIRPORT INC                                 | POCONO STROUDSBURG AIRPORT INC                                 | SEE #16/7/1/6  |
| WILLIAM WATTERS A/K/A WILLIAMS WATTERS                         | WILLIAM WATTERS A/K/A WILLIAMS WATTERS                         | SEE #09/10A/1/59   |
| ELDON D LARSH<br>JEANETTE B LARSH<br>TO BYHANNA ARMY DEPOT FCU | ELDON D LARSH<br>JEANETTE B LARSH<br>TO BYHANNA ARMY DEPOT FCU | PAID IN FULL 1/26/12   |
| ROBERT T PAPILE  | ROBERT T PAPILE  | SEE #12/9/4055   |
| DIANA COHEN ESTATE   | DIANA COHEN ESTATE   | CERTIFIED MAIL 1/30/12   |
| PENN HILLS ENTERPRISES INC                                     | PENN HILLS ENTERPRISES INC                                     | SEE #17/1/1/13-1   |

213

**HOURIGAN, KLUGER & QUINN**  
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871  
LAW OFFICES  
600 THIRD AVENUE  
KINGSTON, PA 18704-5815  
(570) 287-3000

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|                                |   |                              |
|--------------------------------|---|------------------------------|
| IN RE:                         | : | IN THE COURT OF COMMON PLEAS |
| 2012 JUDICIAL TAX SALE         | : | OF MONROE COUNTY             |
| UNITED MIDWEST SAVINGS BANK,   | : |                              |
|                                | : | Property: Lot #5-A           |
|                                | : | Cherry Lane Church Road      |
|                                | : | Pocono Township              |
|                                | : | Parcel No. 12/94055          |
|                                | : |                              |
| Petitioner                     | : |                              |
|                                | : |                              |
| V.                             | : |                              |
|                                | : |                              |
| MONROE COUNTY TAX CLAIM        | : |                              |
| BUREAU and FIRST NORTHERN BANK | : | NO. 11247-CIVIL-2011         |
| & TRUST COMPANY                | : |                              |
|                                | : |                              |
|                                | : |                              |
| Respondents :                  | : |                              |

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**FIRST NORTHERN BANK & TRUST COMPANY'S RESPONSE TO  
UNITED MIDWEST SAVINGS BANK'S PETITION TO SET ASIDE  
AND VACATE JUDICIAL TAX SALE**

The respondent, First Northern Bank & Trust Company ("FNB") by and through its counsel, Hourigan, Kluger & Quinn, P.C., hereby responds to the petition to set aside and vacate judicial tax sale filed on behalf of the petitioner, United Midwest Savings Bank ("United Midwest"), as follows:

1-4. Denied. After reasonable investigation, FNB is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraphs 1-4 of United Midwest's petition.

5. Admitted.

6-7. Denied. After reasonable investigation, FNB is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraphs 6-7 of United Midwest's petition.


8-15. The averments set forth in paragraphs 8-15 of United Midwest's petition are conclusions of law to which no response is necessary.

✓

WHEREFORE, FNB does not oppose the relief sought in United Midwest's petition, so long as FNB is reimbursed its attorneys' fees and costs incurred incident to attending the free and clear judicial tax sale, and incurred in addressing the matters raised in United Midwest's petition, and so long as FNB is paid the lost interest accrued on its loan secured by the subject property until the subject property is exposed to the free and clear judicial tax sale.

RESPECTFULLY SUBMITTED:  
Hourigan, Kluger & Quinn, P.C.

By:

  
JAMES T. SHOEMAKER, ESQUIRE  
I.D. No. 63871  
Counsel for the respondent, First Northern Bank  
& Trust Company

600 Third Avenue  
Kingston, PA 18704  
(570) 287-3000  
(570) 287-8005 (fax)

Dated: June 1, 2012

1007038.1

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
 East Stroudsburg, Pennsylvania 18301

**PAYMENTS TO BE MADE THRU THE Bond Issue 2008**

The following payments for construction and related costs associated with the Bond Funds have been approved as authorized for payment as of:

**July 16, 2012**

| Requisition #        | Vendor/Address   | Description   |    | Amount       |
|----------------------|--|---|----|--------------|
| 2008-352<br>V# 4805  | Thomas F. Dirvonas<br>11 North Eighth Street<br>Stroudsburg, PA 18360-1717   | HSS 30 4500 720 080 16 31   |    |              |
|                      |  | Invoice 3/5/12  |    |              |
|                      |  | January Legal Services  | \$ | 650.00       |
|                      |  | MSE 30 4500 720 080 15 14   |    |              |
|                      |  | January Legal Services  | \$ | 97.50        |
|                      |  |   |    | \$ 747.50    |
| 2008-353<br>V# 8342  | Jim Lagana Plumbing & Heating, Inc<br>C/O Fasano Acchione & Assoc., LLC<br>6 E. Hinkley Ave., Suite 203<br>Ridley Park, PA 19078 | HSS 30-4500-720-080-03-31   |    |              |
|                      |  | Application #37 Final<br>Plumbing   | \$ | 70,357.39    |
|                      |  |   |    | \$ 70,357.39 |
| 2008-354<br>V# 12802 | Rhoads & Sinon LLP<br>One South Market Square<br>P.O. Box 1146<br>Harrisburg, PA 17108-1146                                      | HSS 30-4500-720-080-16-31   |    |              |
|                      |  | Special Construction Council<br>Invoice# 337837 6/19/12<br>May Legal Services | \$ | 640.00       |
|                      |  |   |    | \$ 640.00    |
|                      |  | <b>TOTAL:</b>   |    | \$ 71,744.89 |

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Delaware Football League (DFL) Today's Date 5/15/12

Non-Profit?  yes  no Will an admission fee be charged?  yes  no Are you requesting a waiver of facilities fees?  yes  no

Specific purpose of use: Football & cheerleading practice Name of School Requested: Lehman Intermediate

DAY(S) from -- DATE(S) -- to from -- HOURS -- to DESCRIPTION (meeting, practice, game, rehearsal, performance,...) 7/30/12 4pm - 8pm Football & cheer

Facility Required: Auditorium, Cafeteria, Gymnasium, All-Purpose Room, Stadium, Kitchen/Preparation, Swimming Pool, Stage, Fields (specify) Upper & Lower Practice fields, Classroom #, Other (specify)

Equipment Required: (\*must be operated/attended by school personnel) Kitchen Equipment, Sound System, Record Player/Stereo Equip., Stage Lighting, Motion Picture Projector, Overhead Projector/Screen, Scoreboard, Athletic Equipment, Other (specify)

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ 1 mil Bodily Injury Liability (\$500,000 minimum) \$ 1 mil Property Damage Liability (each occurrence) (\$500,000 minimum) or file

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Stacy Binnerty Address 1094 Pine Ridge Phone 588-6546 Name Steve Bolker Address 430 the Glen Phone 570-350-9190

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted.

Signature -- Responsible Organization Official [Signature] Phone (day) 201-208-7764 (eve.)

Billing Address

APPROVALS: Principal [Signature] Date 6/15/12 Business Administrator [Signature] Date 1/1 copy to:  stage manager  athletic director  cafeteria manager  head custodian  librarian  a/v coordinator  other Date 6/15/12

For office use only: FACILITIES USE INVOICE Facilities/Equipment used: Class 1 - no fees Charges: \$ Personnel Employed: (attach time sheets) Charges: \$ Other (specify): 217 Charges: \$

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization East Stroudsburg North Little League Today's Date 6/25/12

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees?
yes no yes no If yes, attach a letter of justification addressed to the Board of Education.
This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Practices for Baseball/Softball

Name of School Requested Middle Smithfield Elementary

Table with columns: DAY(S) from DATE(S) to, HOURS from to, DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
Row 1: Tues + Thurs Jan 2013 - April 2013 6pm-8pm Practices

Facility Required: Auditorium, Cafeteria, Gymnasium, All-Purpose Room, Stadium, Kitchen/Preparation, Kitchen/Serving, Swimming Pool, Stage, Fields, Scoreboard, Classrooms, Other

Equipment Required: (\*must be operated/attended by school personnel)
Kitchen Equipment, Sound System, Record Player/Stereo Equip, Stage Lighting, Motion Picture Projector, Overhead Projector/Screen, Scoreboard, Athletic Equipment, Other

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ Bodily Injury Liability (\$500,000 minimum) \$ Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Raquel Barbera Address 1330 Resica Falls Rd, E. burg 18302 Phone 570-807-1373

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted.

Signature — Responsible Organization Official Raquel Barbera Phone (day) 570-807-1373 (eve.)

Billing Address

APPROVALS: Principal Date 6/26/12 Business Administrator Date 7/5/12
checkboxes: stage manager, athletic director, cafeteria manager, head custodian, librarian, a/v coordinator, other

FACILITIES USE INVOICE
Facilities/Equipment used: Class 1 - no fees Charges: \$
Personnel Employed: Charges: \$
Other (specify): 218 Charges: \$



6/26/12

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization East Stroudsburg North Little League Today's Date 6/25/12

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees?
If yes, attach a letter of justification addressed to the Board of Education. This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Practice for Instructional Softball/baseball and Minors

Name of School Requested Resica Elementary

Table with columns: DAY(S) from DATE(S) to, HOURS from to, DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
Mondays & Wednesdays 6:00pm - 8:00pm Practices

Facility Required: Auditorium, Stadium, Cafeteria, Kitchen/Preparation, Gymnasium, Kitchen/Serving, Swimming Pool, Stage, Fields, Other

Equipment Required: (\*must be operated/attended by school personnel)
Kitchen Equipment, Sound System, Record Player/Stereo Equip, Piano, Stage Lighting, Motion Picture Projector, Overhead Projector/Screen, Folding Stands, Scoreboard, Athletic Equipment, Other

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services.

\$ Bodily Injury Liability (\$500,000 minimum) \$ Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used...

Name Raquel Barbera Address 1330 Resica Falls Rd, E.burg 18302 Phone 223-1738

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District...

Signature - Responsible Organization Official Raquel Barbera Phone (day) 570-807-1373 (eve.)

Billing Address

APPROVALS: Principal Date 6/26/12 Business Administrator Date 7/9/12
stage manager athletic director cafeteria manager head custodian librarian a/v coordinator other

For office use only: FACILITIES USE INVOICE
Facilities/Equipment used: Class 1 - no fees Charges: \$
Personnel Employed: Charges: \$
Other (specify): 219 Charges: \$

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Cub Scout Pack 92 Today's Date 06/14/2012

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees?  yes  no  yes  no  yes  no
If yes, attach a letter of justification addressed to the Board of Education.
If yes, amount \$ This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: PACK events & activities

Name of School Requested Smithfield Elementary

Table with columns: DAY(S) from DATE(S) to, from HOURS to, DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
Row 1: 09-11-12 09-13-12 during open house nights Sign-ups
Row 2: 12-7-12 6-8 p.m. Awards Mtg
Row 3: 01-11-13 (snow date 01-18) 6-8:30 pm Pinewood Derby
Row 4: 02-08-13 (snow dates 02-15 & 02-22) 5-8:30 pm Blue & Gold
Row 5: 05-10-13 6-8 pm - moving up Blue & Gold

Facility Required: Auditorium, Stadium, Kitchen/Preparation, Gymnasium ALL, All-Purpose Room, Stage, Fields (specify), Kitchen/Serving, Swimming Pool (requires proof of certified lifeguard), Classrooms #, Other (specify)

Equipment Required: (\*must be operated/attended by school personnel) Piano, Kitchen Equipment\*, Sound System, Record Player/Stereo Equip., Folding Stands, Stage Lighting\*, Motion Picture Projector, Overhead Projector/Screen, Tables and/or Chairs, Scoreboard\*, Athletic Equipment, Other (specify)

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ 1,000,000 Bodily Injury Liability (\$500,000 minimum) \$ 1,000,000 Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Guy or Susan Trestle Address 3114 Dogwood Terrace E.S. 18301 Phone 476 1323
Name Jayne Frankelli Address 765 Wilderwood Acres E.S. 18301 Phone 236 6667

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature — Responsible Organization Official [Signature] Phone (day) 476 1323 cell (eve) 460-1878
Billing Address 3114 Dogwood Terrace E.S. 18301 PA

APPROVALS: Principal [Signature] Date 6/18/12
Business Administrator [Signature] Date 7/9/12
copy to:  stage manager  athletic director  cafeteria manager  head custodian  librarian  a/v coordinator  other Date 1/1

For office use only: FACILITIES USE INVOICE
Facilities/Equipment used: Class 1 - no fees Charges: \$
Personnel Employed: (attach time sheets) Charges: \$
Other (specify): 220 Charges: \$

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Contact Sports Club - www.pajagrapplingchampionship.com Today's Date 6/11/12
Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees?
Specific purpose of use Grappling tournament - Mixed Martial Arts - Submission Fighting
Name of School Requested East Stroudsburg High School South

Table with columns: DAY(S) from DATE(S) to, HOURS from to, DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
Rows: Aug 25th, Sept 22nd, Nov 10th; 8:00 AM 5:00 PM; Grappling

- Facility Required: Auditorium, Cafeteria, Gymnasium (old), Kitchen/Preparation, Kitchen/Serving, Stadium, Stage, Fields (specify), Other (specify)
Equipment Required: (\*must be operated/attended by school personnel) Piano, Record Player/Stereo Equip., Folding Stands, Sound System, Motion Picture Projector, Overhead Projector/Screen, Tables and/or Chairs, Athletic Equipment, Other (specify) 1-2 Wrestling Mats

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ 1,000,000 Bodily Injury Liability (\$500,000 minimum)
\$ pending proof of insurance Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Robert or Melissa Smith Address 15771 Route 14 Troy Pa Phone 570 529 0378
Name J. Cornelia Cleopaid Address PO Box 421, Troy, Pa 16947 Phone 809 601 1871

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted.

Signature - Responsible Organization Official Judith C. Cleopaid Phone (day) 809 601 1871 (eve.) 809 601 1871
Billing Address 15771 Route 14, Troy, Pa 16947 Contact Sports Club

APPROVALS: Principal M.A. [Signature] Date 6/11/12
Business Administrator [Signature] Date 7/5/12
checkboxes: stage manager, athletic director, cafeteria manager, head custodian, librarian, a/v coordinator, other

For office use only: FACILITIES USE INVOICE
Facilities/Equipment used: Charges: \$
Personnel Employed: (attach time sheets) Charges: \$
Other (specify): 221 Charges: \$
Reference policy #707 (9/07)

# Contact Sports Club

## Pennsylvania Grappling Championship Tournaments

Approved by the North American Grappling Association

Liability Insurance \$1,000,000., Terry L Green & Assoc., Riverport Ins. , (see attached).

Size of area: 50ft. x 100 to 135ft

1-2 Wrestling Mats if available (otherwise we will furnish)

Available free parking for approx. 30-50 cars

Clean restrooms prefer Men's & Women's

Tables: 6

Chairs: 20

A local non-profit/school club/social organization is welcome to set up a food stand and retain all monies from sales, (sandwiches, snacks, drinks). We can contact to make arrangements. Suggestions needed. Contact information is requested.

First Aid Station<sup>we</sup> set up at all events.

Contact Information:

**Website:** [www.pagrapplingchampionship.com](http://www.pagrapplingchampionship.com) (e-mail under Contact Us)

**Sponsor:** Contact Sports Club: Robert & Melissa Smith, 570-529-0378, Blossburg, Pa. 16912;

**Event Coordinator:** J. Cornelia Odegaard

Mailing Address: P.O. Box 421, Troy, Pa. 16947

570-870-8012, (C) 209-601-1871: e-mail [ode.cornelia@gmail.com](mailto:ode.cornelia@gmail.com)

**APPLICATION FOR USE OF SCHOOL FACILITIES**

Name of Organization Bushkill Fire Co Aux Today's Date 7/11/12

Non-Profit?  Yes  No Will an admission fee be charged?  Yes  No Are you requesting a waiver of facilities fees?  Yes  No  
 If yes, amount \$ \_\_\_\_\_ If yes, attach a letter of justification addressed to the Board of Education. This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Flea Market  
 Name of School Requested Middle Smithfield

| DAY(S)          | DESCRIPTION               |
|-----------------|---------------------------|
| from DATE(S) to | from HOURS to             |
| 8/25/12 8/25/12 | 7 4 Flea Market           |
| 8/26/12 8/29/12 | 7 4 Flea Market RAIN DATE |
| 6/1/13 6/1/13   | 7 4 Flea Market           |
| 6/8/13 6/8/13   | 7 4 Flea Market rain date |

- Facility Required:**  
 All-Purpose Room  Auditorium  Cafeteria  Gymnasium  
 Swimming Pool (requires proof of certified lifeguard)  Stadium  Kitchen/Preparation  Kitchen/Serving  
 Stage  Fields (specify) \_\_\_\_\_  
 Classrooms # \_\_\_\_\_  Other (specify) \_\_\_\_\_
- Equipment Required:** (\*must be operated/attended by school personnel)  
 Kitchen Equipment\*  Sound System  Record Player/Stereo Equip.  Piano  
 Stage Lighting\*  Motion Picture Projector  Overhead Projector/Screen  Folding Stands  
 Scoreboard\*  Athletic Equipment  Other (specify) \_\_\_\_\_

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ \_\_\_\_\_ Bodily Injury Liability (\$500,000 minimum) \$ \_\_\_\_\_ Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Bobbi Halterman Address RES BOX 600 Bushkill Phone 570-656-1564  
 Name Kenya Vega Address 2197 Walnut Twp Bushkill Phone 570-588-6818

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature — Responsible Organization Official [Signature] Phone (day) 973-820-3495  
 (eve.) 570-588-6818  
 Billing Address 2197 Walnut Twp Bushkill Pa 18324

**APPROVALS:** Principal [Signature] Date 7/11/12  
 Business Administrator [Signature] Date 7/11/12

copy to:  
 stage manager  athletic director  cafeteria manager  head custodian  librarian  a/v coordinator  Other Date \_\_\_/\_\_\_/\_\_\_

**For office use only: FACILITIES USE INVOICE**

|                                  |                   |
|----------------------------------|-------------------|
| Facilities/Equipment used: _____ | Charges: \$ _____ |
| _____                            | \$ _____          |
| _____                            | \$ _____          |
| Personnel Employed: _____        | Charges: \$ _____ |
| (attach time sheets) _____       | \$ _____          |
| _____                            | \$ _____          |
| Other (specify): <u>223</u>      | Charges: \$ _____ |
| _____                            | \$ _____          |

B A T C H I N F O R M A T I O N

Batch number: 22752 Date of Batch: 7/05/2012 Batch Totals Debit Credit  
User ID: KJK 16,623.66 16,623.66  
Re-entry date: Re-entry User ID:  
Closing date: 6/30/2012

DK Budget Transfers for 6/30/2012  
June 30, 2012

| Date      | Refer-<br>-ence | Account number           | Account title                     | Description      | Amount     | Refer-<br>-ence |
|-----------|-----------------|--------------------------|-----------------------------------|------------------|------------|-----------------|
| 6/30/2012 | INNTR           | 10-1100-610-000-10-00-04 | CURRICULUM, ELEM, SUPPLIES        | TO 610-004       | 300.00CR   |                 |
| 6/30/2012 | INNTR           | 10-1100-610-004-10-00-04 | CURRICULUM, ELEM, SUPPLIES        | FROM 610         | 300.00     |                 |
| 6/30/2012 | INNTR           | 10-1100-650-000-10-00-04 | CURRICULUM, ELEM, SOFTWARE/VIDEO  | TO 300           | 3,200.00CR |                 |
| 6/30/2012 | INNTR           | 10-1100-300-000-10-00-04 | CURRICULUM, ELEM, PR. SVC/SCORING | FROM 650         | 3,200.00   |                 |
| 6/30/2012 | INNTR           | 10-1100-610-000-30-00-04 | CURRICULUM, SEC, SUPPLIES         | TO 610-004       | 917.00CR   |                 |
| 6/30/2012 | INNTR           | 10-1100-610-004-10-00-04 | CURRICULUM, ELEM, SUPPLIES        | FROM 610         | 917.00     |                 |
| 6/30/2012 | INNTR           | 10-2500-581-000-00-00-05 | BUSINESS OFFICE, IN-DISTR. MILES  | TO 610           | 1,500.00CR |                 |
| 6/30/2012 | INNTR           | 10-2500-610-000-00-00-05 | BUSINESS OFFICE, GEN. SUPPLIES    | FROM 581         | 1,500.00   |                 |
| 6/30/2012 | INNTR           | 10-2840-581-000-00-00-06 | ITEC, IN-DISTRICT MILEAGE         | TO 2834-580      | 6.87       |                 |
| 6/30/2012 | INNTR           | 10-2840-580-000-00-00-06 | ITEC, DISTRICT, N-INST/CERT. CONF | FROM 2840-581    | 6.87       |                 |
| 6/30/2012 | INNTR           | 10-2840-610-000-00-00-06 | ITEC, GENERAL SUPPLIES            | TO 650           | 60.00CR    |                 |
| 6/30/2012 | INNTR           | 10-2840-610-000-00-00-06 | ITEC, TECH BOOKS & PERIODICALS    | FROM 610         | 60.00      |                 |
| 6/30/2012 | INNTR           | 10-2600-610-000-00-00-08 | GEN. MAINT., SUPPLIES             | TO 618           | 117.00     |                 |
| 6/30/2012 | INNTR           | 10-2600-618-000-00-00-08 | GEN. MAINT., TECH SUPPLIES        | FROM 610         | 117.00     |                 |
| 6/30/2012 | INNTR           | 10-2380-580-000-10-11-11 | JMH, PRIN., CONFERENCES           | TO 581           | 275.00CR   |                 |
| 6/30/2012 | INNTR           | 10-2380-581-000-10-11-11 | JMH, PRIN., IN-DISTRICT MILEAGE   | FROM 581         | 275.00     |                 |
| 6/30/2012 | INNTR           | 10-1100-442-000-10-16-16 | BES, INST., EQUIPMENT RENTAL      | TO 400           | 6,981.53CR |                 |
| 6/30/2012 | INNTR           | 10-1100-400-000-10-16-16 | BES, INSTR., PROPERTY SERVICE     | FROM 442         | 6,981.53   |                 |
| 6/30/2012 | INNTR           | 10-1100-400-000-10-16-16 | MUSIC, VOCAL, BES, CONTR. SRV.    | TO 400           | 280.00CR   |                 |
| 6/30/2012 | INNTR           | 10-1100-300-000-10-16-45 | MUSIC, VOCAL, BES, PROP. SERVICE  | FROM 300         | 280.00     |                 |
| 6/30/2012 | INNTR           | 10-1100-400-000-10-16-45 | BES, PRIN., TECH SUPPLIES         | TO 1100-400-45   | 19.03      |                 |
| 6/30/2012 | INNTR           | 10-2380-618-000-10-16-45 | MUSIC, VOCAL, BES, PROP. SERVICE  | FROM 2380-618-16 | 19.03      |                 |
| 6/30/2012 | INNTR           | 10-3200-513-000-30-51-44 | BAND, EHN, CONTR. TRANSPORTATION  | TO 433           | 2,208.61   |                 |
| 6/30/2012 | INNTR           | 10-3200-433-000-30-51-44 | BAND, EHN, VEHICLE REPAIR/MAINT.  | FROM 513         | 2,208.61   |                 |
| 6/30/2012 | INNTR           | 10-3200-513-000-30-51-44 | BAND, EHN, CONTR. TRANSPORTATION  | TO 522           | 26.80      |                 |
| 6/30/2012 | INNTR           | 10-3200-522-000-30-51-44 | BAND, EHN, INSURANCE              | FROM 513         | 26.80      |                 |
| 6/30/2012 | INNTR           | 10-1243-640-320-10-00-50 | GIFTED, ELEM, BOOKS/PERIODICALS   | TO 581           | 481.07CR   |                 |
| 6/30/2012 | INNTR           | 10-1243-581-320-10-00-50 | GIFTED, ELEM, MILEAGE             | FROM 640         | 481.07     |                 |
| 6/30/2012 | INNTR           | 10-1243-640-320-10-00-50 | GIFTED, ELEM, BOOKS/PERIODICALS   | TO 610           | 250.75CR   |                 |
| 6/30/2012 | INNTR           | 10-1243-610-320-10-00-50 | GIFTED, ELEM, SUPPLIES            | FROM 640         | 250.75     |                 |

Total: .00  
Debits: 16,623.66  
Credits: 16,623.66

30 Transactions  
0 Unbalanced references

DK Budget Transfers for 6/30/2012  
June 30, 2012 (continued)

| Date | Refer-<br>-ence | Account number | Account title | Description | Amount | Refer<br>-ence |
|------|-----------------|----------------|---------------|-------------|--------|----------------|
|------|-----------------|----------------|---------------|-------------|--------|----------------|

----- END OF BATCH INFORMATION -----

Batch number: 22752 Date of Batch: 7/05/2012

|                    |       |                         |    |
|--------------------|-------|-------------------------|----|
| Number of Journals | ----- | Number of Transactions: | 30 |
| With errors:       | 0     |                         |    |
| Without errors:    | 1     |                         |    |
| Total:             | 1     |                         |    |

FUND TOTALS

| Fund  | Description  | Debit     | Credit    |
|-------|--------------|-----------|-----------|
| 00010 | GENERAL FUND | 16,623.66 | 16,623.66 |
|       |              | 16,623.66 | 16,623.66 |
|       |              | =====     | =====     |



----- E N D O F J O B I N F O R M A T I O N -----

|                    |       |
|--------------------|-------|
| Number of Journals | ----- |
| With errors:       | 0     |
| Without errors:    | 1     |
| Total:             | 1     |

Number of Transactions: 30

F U N D T O T A L S

| Fund  | Description  | Debit     | Credit    |
|-------|--------------|-----------|-----------|
| 00010 | GENERAL FUND | 16,623.66 | 16,623.66 |
|       |              | 16,623.66 | 16,623.66 |
|       |              | =====     | =====     |

End of Report - 11.14.47

B A T C H I N F O R M A T I O N

Batch number: 22790  
Date of Batch: 7/11/2012  
User ID: KJK  
Re-entry date:  
Re-entry User ID:  
Closing date: 6/30/2012

Batch Totals  
Debit 2,142,256.24  
Credit 2,142,256.24

DK BUDGET TRANSFERS/FUNC-OBJ. 6/30/12  
June 30, 2012

| Date      | Refer-ence | Account number           | Account title                  | Description       | Amount         | Refer-ence |
|-----------|------------|--------------------------|--------------------------------|-------------------|----------------|------------|
| 6/30/2012 | INNTR      | 10-2836-580-000-00-00-01 | BOARD SERV,N-CERT/N-INST.CONF. | TO 2310-580       | 33.00CR        |            |
| 6/30/2012 | INNTR      | 10-2310-580-000-00-00-01 | BOARD SERVICE, CONFERENCES     | FROM 2836-580     | 33.00          |            |
| 6/30/2012 | INNTR      | 10-2830-581-000-10-00-09 | PUPIL SVCS,ELEM,MILEAGE        | TO 2190-581       | 423.28CR       |            |
| 6/30/2012 | INNTR      | 10-2190-581-000-00-00-09 | OUT-OF-DIST-PLACEMENT, MILEAGE | FROM 2830-581     | 423.28         |            |
| 6/30/2012 | INNTR      | 10-2620-610-000-30-32-24 | JTL,CUST,SUPPLIES              | TO 2620-411       | 1,202.04CR     |            |
| 6/30/2012 | INNTR      | 10-2620-411-000-30-32-24 | JTL,CUST,,DISPOSAL SERVICE     | FROM 2620-610     | 1,202.04       |            |
| 6/30/2012 | INNTR      | 10-2836-580-000-00-00-24 | CUSTODIAL,N-INST/N-CERT.CONF.  | TO 2620-581       | 47.73CR        |            |
| 6/30/2012 | INNTR      | 10-2620-581-000-00-00-24 | CUSTODIAL SVCS,MILEAGE         | FROM 2836-580     | 47.73          |            |
| 6/30/2012 | INNTR      | 10-1100-300-000-30-51-36 | ENGLISH,EHN,MILEAGE            | TO 581            | 19.98CR        |            |
| 6/30/2012 | INNTR      | 10-1100-581-000-30-51-36 | ENGLISH,EHN,MILEAGE            | FROM 300          | 19.98          |            |
| 6/30/2012 | INNTR      | 10-1100-610-000-30-51-41 | TECH.ED.,EHN,SUPPLIES          | TO 400            | 103.24CR       |            |
| 6/30/2012 | INNTR      | 10-1100-400-000-30-51-41 | TECH.ED.,EHN,PROPERTY SERVICE  | FROM 610          | 103.24         |            |
| 6/30/2012 | INNTR      | 10-1100-580-000-30-31-36 | ENGLISH,EHS, INSTR/CERT.CONF.  | TO 1100-550       | 91.00CR        |            |
| 6/30/2012 | INNTR      | 10-2271-580-000-30-31-36 | ENGLISH,EHS, PRINTING SERVICES | FROM 2271-580     | 91.00          |            |
| 6/30/2012 | INNTR      | 10-1100-550-000-30-31-36 | ENGLISH,EHS, INSTR/CERT.CONF.  | TO 2834-580       | 753.15CR       |            |
| 6/30/2012 | INNTR      | 10-2834-580-000-30-31-31 | EHS,PRIN.,CERT/N-INST.CONF.    | FROM 2271-580     | 753.15         |            |
| 6/30/2012 | INNTR      | 10-1100-610-000-30-31-41 | TECH.ED.,EHS,SUPPLIES          | TO 760            | 1,689.90CR     |            |
| 6/30/2012 | INNTR      | 10-1100-760-000-30-31-41 | TECH.ED.,EHS,REPL.EQUIPMENT    | FROM 610          | 1,689.90       |            |
| 6/30/2012 | INNTR      | 10-3200-610-000-30-32-45 | CHORUS,JTL,SUPPLIES            | TO 300            | 800.00CR       |            |
| 6/30/2012 | INNTR      | 10-3200-300-000-30-32-45 | CHORUS,JTL,CONTRACT SVCS       | FROM 610          | 800.00         |            |
| 6/30/2012 | INNTR      | 10-2660-610-000-30-32-91 | SECURITY,JTL,SUPPLIES          | TO 581            | 26.46CR        |            |
| 6/30/2012 | INNTR      | 10-2660-581-000-30-32-91 | SECURITY,JTL,IN-DIST.MILEAGE   | FROM 610          | 26.46          |            |
| 6/30/2012 | INNTR      | 10-2840-618-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 2500-758-006   | 32,446.86CR    |            |
| 6/30/2012 | INNTR      | 10-2500-758-006-00-00-99 | BUSINESS OFFICE LEASED EQUIP   | FROM 2840-618-006 | 32,446.86      |            |
| 6/30/2012 | INNTR      | 10-2840-618-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 2360-758-006   | 12,479.56CR    |            |
| 6/30/2012 | INNTR      | 10-2840-618-006-00-00-99 | SUPERINTENDENT LEASED EQUIP    | FROM 2840-618-006 | 12,479.56      |            |
| 6/30/2012 | INNTR      | 10-2360-758-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 2380-758-006   | 9,983.65CR     |            |
| 6/30/2012 | INNTR      | 10-2380-758-006-00-00-99 | PRICIPAL LEASED EQUIPMENT      | FROM 2840-618-006 | 9,983.65       |            |
| 6/30/2012 | INNTR      | 10-2840-618-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 2420-758-006   | 2,495.91CR     |            |
| 6/30/2012 | INNTR      | 10-2420-758-006-00-00-99 | MEDICAL, LEASED EQUIPMENT      | FROM 2840-618-006 | 2,495.91       |            |
| 6/30/2012 | INNTR      | 10-2840-618-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 2600-758-006   | 12,479.56CR    |            |
| 6/30/2012 | INNTR      | 10-2600-758-006-00-00-99 | CUSTODIAL LEASED EQUIPMENT     | FROM 2840-618-006 | 12,479.56      |            |
| 6/30/2012 | INNTR      | 10-2840-618-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 1100-758-006   | 1,899,389.22CR |            |
| 6/30/2012 | INNTR      | 10-1100-758-006-00-00-99 | INSTR.LEASED EQUIPMENT         | FROM 2840-618-006 | 1,899,389.22   |            |
| 6/30/2012 | INNTR      | 10-2840-618-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 2120-758-006   | 4,991.82CR     |            |

228

DK BUDGET TRANSFERS/FUNC-OBJ.6/30/12  
June 30, 2012

(continued)

| Date      | Refer-<br>-ence | Account number           | Account title                  | Description       | Amount                  | Refer-<br>-ence |
|-----------|-----------------|--------------------------|--------------------------------|-------------------|-------------------------|-----------------|
| 6/30/2012 | INNTR           | 10-2120-758-006-00-00-99 | GUIDENCE LEASED EQUIPMENT      | FROM 2840-618-006 | 4,991.82                |                 |
| 6/30/2012 | INNTR           | 10-2840-618-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 2830-758-006   | 47,422.33               |                 |
| 6/30/2012 | INNTR           | 10-2830-758-006-00-00-99 | PERSONNEL LEASED EQUIPMENT     | FROM 2840-618-006 | 47,422.33               |                 |
| 6/30/2012 | INNTR           | 10-2840-618-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 2660-758-006   | 4,991.82                |                 |
| 6/30/2012 | INNTR           | 10-2660-758-006-00-00-99 | SECURITY,DIST.LEASED EQUIPMENT | FROM 2840-618-006 | 4,991.82                |                 |
| 6/30/2012 | INNTR           | 10-5110-830-981-00-00-99 | DEBT.SV.VRLP(10MM)INT.982111   | TO 910-993        | 67,955.22               |                 |
| 6/30/2012 | INNTR           | 10-5110-910-993-00-00-99 | DEBT.SV.2011 GOB PRINC.#       | FROM 830-981      | 67,955.22               |                 |
| 6/30/2012 | INNTR           | 10-2840-618-006-00-00-99 | PRES.VALUE EXT.FIN.COST-ITEC   | TO 2840-758-006   | 42,430.51               |                 |
| 6/30/2012 | INNTR           | 10-2840-758-006-00-00-99 | ITEC,LEASED EQUIPMENT          | FROM 2840-618-006 | 42,430.51               | INNTR           |
|           |                 |                          |                                |                   | Total:                  | .00             |
|           |                 |                          |                                |                   | Debits:                 | 2,142,256.24    |
|           |                 |                          |                                |                   | Credits:                | 2,142,256.24    |
|           |                 |                          |                                |                   | 44 Transactions         |                 |
|           |                 |                          |                                |                   | 0 Unbalanced references |                 |

----- E N D O F B A T C H I N F O R M A T I O N -----

Batch number: 22790 Date of Batch: 7/11/2012

Number of Journals -----

With errors: 0  
Without errors: 1

Number of Transactions: 44

Total: ----- 1

F U N D T O T A L S

| Fund  | Description  | Debit        | Credit       |
|-------|--------------|--------------|--------------|
| 00010 | GENERAL FUND | 2,142,256.24 | 2,142,256.24 |
|       |              | 2,142,256.24 | 2,142,256.24 |

----- END OF JOB INFORMATION -----

|                    |   |
|--------------------|---|
| Number of Journals |   |
| With errors:       | 0 |
| Without errors:    | 1 |
| Total:             | 1 |

Number of Transactions: 44

FUND TOTALS

| Fund  | Description  | Debit        | Credit       |
|-------|--------------|--------------|--------------|
| 00010 | GENERAL FUND | 2,142,256.24 | 2,142,256.24 |
|       |              | 2,142,256.24 | 2,142,256.24 |
|       |              | =====        | =====        |

End of Report - 8.49.36

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment  | Amount     |
|-----------|------------|--|------------|
| 194427    | 6/06/2012  | FRIEDMAN ELECTRIC SUPPLY CO. INC.<br>GEN.MAINT.,SEC.,SUPPLIES          | 2,397.29   |
| 194428    | 6/06/2012  | FRIEDMAN ELECTRIC SUPPLY CO. INC.<br>GEN.MAINT.,ELEM.,SUPPLIES         | 1,349.34   |
| 194429    | 6/06/2012  | FRIEDMAN ELECTRIC SUPPLY CO. INC.<br>GEN.MAINT.,SEC.,SUPPLIES          | 1,418.45   |
| 194430    | 6/06/2012  | HAJOCA CORPORATION<br>GEN.MAINT.,SEC.,SUPPLIES                         | 1,584.31   |
| 194431    | 6/06/2012  | HAJOCA CORPORATION<br>GEN.MAINT.,ELEM.,SUPPLIES                        | 681.12     |
| 194432    | 6/06/2012  | PA SCDU<br>Miscellaneous Deductions                                    | 2,937.65   |
| 194433    | 6/07/2012  | ABC TROPHIES, INC.<br>GEN.ATHL.,EHS,SUPPLIES                           | 2,184.30   |
| 194434    | 6/07/2012  | ACAR LEASING INC.<br>MUSIC,VOCAL,EHS,INST/CERT.CONF                    | 206.85     |
| 194435    | 6/07/2012  | AMERICAN RIBBON MANUFACTURERS, INC.<br>F&CS,LIS,SUPPLIES               | 36.82      |
| 194436    | 6/07/2012  | MARK BROWN<br>GEN.ATHL.,EHS,MILEAGE                                    | 73.82      |
| 194437    | 6/07/2012  | CARBON MONROE PIKE DRUG & ALCOHOL COMM<br>JTL,ACTIVITIES,CONTRACT SVCS | 2,370.00   |
| 194438    | 6/07/2012  | CHESTER COUNTY INTERMEDIATE UNIT<br>3RD.PART/EMOT.SUP/PUBLIC/TUITI     | 4,127.40   |
| 194439    | 6/07/2012  | DAWN CHIGHIZOLA<br>SMI,INSTR,IN-DISTRICT MILEAGE                       | 19.98      |
| 194440    | 6/07/2012  | COLONIAL INTERMEDIATE UNIT 20<br>SUPT., IN-HOUSE MEETING COSTS         | 910.00     |
| 194441    | 6/07/2012  | COLONIAL INTERMEDIATE UNIT 20<br>COL.IU20/ALT.ED/SPEC.ED.SEC.          | 116,127.00 |
| 194442    | 6/07/2012  | COMMITTEE FOR CHILDREN<br>ACCOUNTABILITY BLOCK-BOOKS/PER               | 7,138.65   |
| 194443    | 6/07/2012  | CRAMER'S HOME CENTER<br>TECH.ED.,EHS,SUPPLIES                          | 899.79     |
| 194444    | 6/07/2012  | CRAMER'S HOME CENTER<br>TECH.ED.,EHS,SUPPLIES                          | 487.36     |
| 194445    | 6/07/2012  | CRAMER'S HOME CENTER<br>JTL,CUST.,SUPPLIES                             | 528.40     |
| 194446    | 6/07/2012  | CRAMER'S HOME CENTER<br>TECH.ED.,EHN,SUPPLIES                          | 1,098.42   |
| 194447    | 6/07/2012  | CRAMER'S HOME CENTER<br>MSE,CUST.,SUPPLIES                             | 77.34      |
| 194448    | 6/07/2012  | DATOM PRODUCTS INC.<br>GEN.MAINT.,ELEM,PROPERTY SVCS                   | 900.00     |
| 194449    | 6/07/2012  | DEVELOPMENTAL EDUCATION SERVICES<br>EHS,CUST.,DISPOSAL SERVICE         | 150.00     |
| 194450    | 6/07/2012  | IRENE DUGGINS<br>CURRICULUM,IN-DISTR.MILEAGE                           | 247.25     |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment                                       | Amount    |
|-----------|------------|---|-----------|
| 194451    | 6/07/2012  | DUNBAR ENTERPRISES INC<br>MAINT., EHN, PROPERTY SERVICE       | 1,760.00  |
| 194452    | 6/07/2012  | EAST RIVER ENERGY<br>BES, CUST., HEATING OIL                  | 14,196.66 |
| 194453    | 6/07/2012  | EAST STROUDSBURG CAFETERIA<br>F&CS, EHN, SUPPLIES             | 17.17     |
| 194454    | 6/07/2012  | THE EC/BCLS TRAINING CENTER<br>STAFF DEV., ELEM, SUPPLIES     | 667.16    |
| 194455    | 6/07/2012  | SUSAN EDEN<br>GIFTED, ELEM, CONFERENCES                       | 298.39    |
| 194456    | 6/07/2012  | EDWARDS BUSINESS SYSTEMS<br>FUEL UP TO PLAY 60, SUPPLIES      | 45.43     |
| 194457    | 6/07/2012  | EXELON ENERGY COMPANY<br>JTL, CUST., ELECTRIC                 | 18,627.76 |
| 194458    | 6/07/2012  | PETER FODNESS<br>GEN.ATHL., EHS, MILEAGE                      | 63.94     |
| 194459    | 6/07/2012  | GAYLORD OPRYLAND RESORT &<br>TECH.ED., EHN, CERT/INSTR.CONF.  | 5,273.48  |
| 194460    | 6/07/2012  | ALEXANDER HAMILTON INSTITUTE<br>TRANSPORTATION, BOOKS/PERIOD. | 26.50     |
| 194461    | 6/07/2012  | HESS CORPORATION<br>ESE.CUST., NATURAL GAS                    | 2,967.51  |
| 194462    | 6/07/2012  | HILLTOP SALES & SERVICE<br>GEN.MAINT., ELEM., SUPPLIES        | 258.37    |
| 194463    | 6/07/2012  | KIMBERLY A. HOLCOMB<br>TRANSPORTATION, IN-DIST.MILEAGE        | 148.74    |
| 194464    | 6/07/2012  | HOME DEPOT CREDIT SERVICE<br>TECH.ED., EHS, SUPPLIES          | 1,929.78  |
| 194465    | 6/07/2012  | HOME DEPOT CREDIT SERVICE<br>GEN.MAINT., SEC., SUPPLIES       | 565.54    |
| 194466    | 6/07/2012  | DOLORES IRVINE<br>REFUND OF PRIOR YEAR REVENUE                | 339.00    |
| 194467    | 6/07/2012  | FRANK E. JOHNSON<br>JTL, ACTIVITIES, SUPPLIES                 | 29.98     |
| 194468    | 6/07/2012  | KAR BILL ENTERPRISES, INC.<br>TRANSPORTATION, GASOLINE/OIL    | 12,371.81 |
| 194469    | 6/07/2012  | JAMES P. LABAR<br>REFUND OF PRIOR YEAR REVENUE                | 777.43    |
| 194470    | 6/07/2012  | SHARON LAVERDURE<br>SUPT., MILEAGE                            | 230.41    |
| 194471    | 6/07/2012  | MANWALAMINK WATER COMPANY<br>SMI, CUST., WATER/SEWER          | 711.98    |
| 194472    | 6/07/2012  | JANICE MCKEOWN<br>CURRICULUM, HONORS BANQUET                  | 42.18     |
| 194473    | 6/07/2012  | MCM ELECTRONICS INC.<br>TECH.ED., EHS, SUPPLIES               | 101.72    |
| 194474    | 6/07/2012  | MET-ED<br>JTL, CUST., ELECTRIC                                | 5,853.20  |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment   | Amount     |
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| 194475    | 6/07/2012  | LORIANN MEYERS<br>GUIDANCE, BES, MILEAGE                                | 32.72      |
| 194476    | 6/07/2012  | MIGNOSI'S FOODTOWN<br>F&CS, EHN, SUPPLIES                               | 1,376.79   |
| 194477    | 6/07/2012  | DARYLE MILLER<br>GEN.MAINT., IN-DISTRICT MILEAGE                        | 192.03     |
| 194478    | 6/07/2012  | BRANDI MITCHELL<br>BES, INST., IN-DISTRICT MILEAGE                      | 11.66      |
| 194479    | 6/07/2012  | MODERN GAS SALES, INC.<br>LIS, CUST., BOTTLE GAS                        | 1,354.27   |
| 194480    | 6/07/2012  | MONROE CAREER AND TECHNICAL INSTITUTE<br>MCTI, HS-S, OPERATING BUDGET   | 155,517.00 |
| 194481    | 6/07/2012  | CHERYL L. MURPHY<br>SPEC.ED.SUPV., ELEM., MILEAGE                       | 50.23      |
| 194482    | 6/07/2012  | NORTHEASTERN EDUCATIONAL I.U.19 DISTRICT<br>COL.IU-AUTISTIC, CONTR.SRV. | 5,738.13   |
| 194483    | 6/07/2012  | LETITIA O'MALLEY<br>LEARN.SUP., ELEM, MILEAGE                           | 8.80       |
| 194484    | 6/07/2012  | OFFICE DEPOT<br>CURRICULUM, HONORS BANQUET                              | 162.52     |
| 194485    | 6/07/2012  | PA TREATMENT & HEALING<br>3RD, PART, ALT/SPEC ED.SEC.TUIT.              | 1,369.90   |
| 194486    | 6/07/2012  | PENNSYLVANIA VIRTUAL CHARTER SCHOOL<br>CHARTER/CYBER SCHOOLS- REG.ED.   | 15,999.21  |
| 194487    | 6/07/2012  | PATHWAY INNOVATIONS AND TECHNOLOGIES INC<br>CURRICULUM, SOFTWARE/VIDEOS | 892.67     |
| 194488    | 6/07/2012  | PAXTON/PATTERSON LLC<br>TECH.ED., EHS, SUPPLIES                         | 126.30     |
| 194489    | 6/07/2012  | PELLA PRODUCTS INC<br>GEN.MAINT., RES, SUPPLIES                         | 5,442.40   |
| 194490    | 6/07/2012  | PETROLEUM TRADERS CORP.<br>TRANSPORTATION, SOUTH, DIESEL                | 25,910.66  |
| 194491    | 6/07/2012  | PETTY CASH MIDDLE SMITHFIELD<br>MSE, PRIN., GENERAL SUPPLIES            | 42.65      |
| 194492    | 6/07/2012  | PICKEREL INN<br>DRIVER ED., EHN, SUPPLIES                               | 92.73      |
| 194493    | 6/07/2012  | PLAQUES & SUCH<br>CURRICULUM, HONORS BANQUET                            | 1,277.16   |
| 194494    | 6/07/2012  | PMEA<br>BAND, EHN, DUES & FEES  | 150.00     |
| 194495    | 6/07/2012  | RESERVE ACCOUNT<br>EHN, PRIN., POSTAGE/TELEPHONE                        | 8,450.00   |
| 194496    | 6/07/2012  | RESERVE ACCOUNT<br>EHS, PRIN., POSTAGE/TELEPHONE                        | 2,000.00   |
| 194497    | 6/07/2012  | RESERVE ACCOUNT<br>BUSINESS OFFICE, POSTAGE                             | 4,000.00   |
| 194498    | 6/07/2012  | RICHARD AND PATRICIA REYES<br>SPEC.ED., ACCESS, CONTR.SERVICES          | 1,040.00   |



Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment   | Amount   |
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| 194499    | 6/07/2012  | CAROLINA RODRIGUEZ<br>BUSINESS OFFICE, IN-DISTR.MILES               | 115.92   |
| 194500    | 6/07/2012  | SAFETY KLEEN<br>TRANSPORTATION, REPAIRS & PARTS                     | 328.60   |
| 194501    | 6/07/2012  | THE SALVATION ARMY<br>Accounts Payable-Donations                    | 80.00    |
| 194502    | 6/07/2012  | SCHOOL SPECIALTY<br>W9 Received: Y 1/01/2010<br>TITLE III, SOFTWARE | 252.48   |
| 194503    | 6/07/2012  | PAULA SCHWARTZMAN<br>REFUND OF PRIOR YEAR REVENUE                   | 925.00   |
| 194504    | 6/07/2012  | IRENE C SHIELDS<br>REFUND OF PRIOR YEAR REVENUE                     | 925.00   |
| 194505    | 6/07/2012  | SHRED-IT USA - NEWARK<br>RES, CUST., DISPOSAL SERVICE               | 67.50    |
| 194506    | 6/07/2012  | A.J. SMITH ELECTRIC MOTOR SERVICE<br>GEN.MAINT., EHS, SUPPLIES      | 2,763.55 |
| 194507    | 6/07/2012  | LAUREEN SPERING<br>MATH, LIS, CERT/INSTR.CONFERENCE                 | 349.92   |
| 194508    | 6/07/2012  | ST.JUDE'S CHILDRENS RESEARCH HOSPITAL<br>Accounts Payable-Donations | 200.00   |
| 194509    | 6/07/2012  | KEVIN D. STOFIK<br>TRANSPORTATION, IN-DIST.MILEAGE                  | 149.55   |
| 194510    | 6/07/2012  | STRAND POOL SUPPLY, LLP<br>EHS, CUST., SUPPLIES                     | 393.25   |
| 194511    | 6/07/2012  | SWOREN'S TRANSMISSION & AUTO<br>GEN.MAINT., PROPERTY SERVICES       | 622.15   |
| 194512    | 6/07/2012  | TRANE U.S. INC.<br>EHN, MAINT.BUILDING, REPAIR/MAIN                 | 384.88   |
| 194513    | 6/07/2012  | TSA CONSULTING GROUP, INC.<br>BUSINESS OFFICE, PROF.CONTR.SVC       | 632.00   |
| 194514    | 6/07/2012  | TSA NATIONAL CONFERENCE<br>TECH.ED., EHN, CERT/INSTR.CONF.          | 714.00   |
| 194515    | 6/07/2012  | ROBERT VAZQUEZ<br>ESE, INSTR, IN-DISTRICT MILEAGE                   | 2.79     |
| 194516    | 6/07/2012  | WEIS MARKET, INC.<br>F&CS, EHS, SUPPLIES                            | 729.40   |
| 194517    | 6/07/2012  | XEROX CORPORATION<br>WTM772679                                      | 1,391.59 |
| 194518    | 6/07/2012  | EAST STROUDSBURG<br>School Service Personnel Dues                   | 164.38   |
| 194519    | 6/07/2012  | CHAPTER 13 TRUSTEE<br>Miscellaneous Deductions                      | 629.60   |
| 194520    | 6/07/2012  | ED FOUNDATION OF ES/GENERAL FUND<br>EDUC. FOUNDATION DEDUCTIONS     | 40.00    |
| 194521    | 6/07/2012  | ED FOUNDATION OF ES/SCHOLARSHIP FUND<br>EDUC. FOUNDATION DEDUCTIONS | 13.00    |
| 194522    | 6/07/2012  | E.S.E.A.<br>ESEA Dues   | 304.16   |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment  | Amount    |
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| 194523    | 6/07/2012  | EDUCATIONAL CREDIT MANAGEMENT CORP<br>Miscellaneous Deductions                 | 129.11    |
| 194524    | 6/07/2012  | HAB-DLT (ER)<br>Miscellaneous Deductions                                       | 177.55    |
| 194525    | 6/07/2012  | STATE OF NEW JERSEY GROSS INC TAX-NJ 500<br>NJ State Taxes                     | 675.14    |
| 194526    | 6/07/2012  | NYSCSPC (NEW YORK STATE CHILD SUPPORT<br>Miscellaneous Deductions              | 514.97    |
| 194527    | 6/07/2012  | PENNSYLVANIA HIGHER EDUCATION AGENCY<br>Miscellaneous Deductions               | 252.92    |
| 194528    | 6/07/2012  | SOCIAL SECURITY ADMINISTRATION<br>W9 Received: Y<br>Miscellaneous Deductions   | 137.28    |
| 194529    | 6/07/2012  | U.S. DEPARTMENT OF EDUCATION<br>Miscellaneous Deductions                       | 435.77    |
| 194530    | 6/07/2012  | UNITED STATES TREASURY<br>Miscellaneous Deductions                             | 200.00    |
| 194531    | 6/07/2012  | UNITED STATES TREASURY<br>Miscellaneous Deductions                             | 27.28     |
| 194532    | 6/07/2012  | STATE OF NEW JERSEY GROSS INC TAX-NJ 500<br>NJ State Taxes                     | 25.41     |
| 194533    | 6/07/2012  | STATE OF NEW JERSEY GROSS INC TAX-NJ 500<br>NJ State Taxes                     | 336.79    |
| 194534    | 6/07/2012  | COLLEGE BOARD - AP EXAMS<br>GUIDANCE, EHS, SUPPLIES                            | 9,376.00  |
| 194535    | 6/07/2012  | COLLEGE BOARD - AP EXAMS<br>GUIDANCE, EHN, SUPPLIES                            | 5,791.00  |
| 194536    | 6/14/2012  | ROBERT ACKERMAN<br>W9 Received: Y 3/20/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW | 30.00     |
| 194537    | 6/14/2012  | CYNTHIA J. ALLEN<br>SPEC.ED.ADMIN., PROF.CONTRACT                              | 120.00    |
| 194538    | 6/14/2012  | ANGELA M NEVIN<br>TRANSPORTATION, IN-DIST.MILEAGE                              | 22.20     |
| 194539    | 6/14/2012  | ASBO INTERNATIONAL<br>Prepayments  | 211.00    |
| 194540    | 6/14/2012  | ATS PROJECT SUCCESS<br>TL 1, TUTORING CONTRACT SERVICE                         | 462.50    |
| 194541    | 6/14/2012  | DENISE & CHRISTOPHER BALLENGER<br>LIBRARY, LIS, BOOKS/PERIODICALS              | 16.96     |
| 194542    | 6/14/2012  | STELLA BARCIA<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                               | 30.00     |
| 194543    | 6/14/2012  | DR. JOHN BART D.O.<br>PUPIL SVCS, CONTRACT SERVICES                            | 13,918.75 |
| 194544    | 6/14/2012  | BAUDVILLE<br>Prepayments   | 209.25    |
| 194545    | 6/14/2012  | H.A. BERKHEIMER INC.<br>TAX COLLECTION, PROF.CONTR.SVCS                        | 305.39    |

Bank: 11 PNC Bank (Concentration)

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| 194546    | 6/14/2012  | SHERRY BLESKACHEK<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                            | 30.00     |
| 194547    | 6/14/2012  | BRITE CLEANERS<br>BAND, EHS, PROPERTY SERVICE                                   | 669.00    |
| 194548    | 6/14/2012  | KAREN L. BUIS<br>DENTAL, DISTRICT, IN-DISTR.MILES                               | 16.93     |
| 194549    | 6/14/2012  | MARY L. BURKE<br>OUT-OF-DIST-PLACEMENT, MILEAGE                                 | 363.25    |
| 194550    | 6/14/2012  | HOLLY BURNS<br>GIFTED, ELEM, MILEAGE  | 70.21     |
| 194551    | 6/14/2012  | ANGELA M. BYRNE<br>ACCOUNTABALITY, MILEAGE                                      | 45.51     |
| 194552    | 6/14/2012  | ANGELA CANTERINO<br>W9 Received: Y 3/15/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW | 30.00     |
| 194553    | 6/14/2012  | BWP CARQUEST AUTO PARTS<br>GEN.MAINT., SEC., SUPPLIES                           | 363.59    |
| 194554    | 6/14/2012  | RICHARD CARTY<br>BES, PRIN., IN-DISTRICT MILEAGE                                | 19.98     |
| 194555    | 6/14/2012  | MARIALENA CASCIOTTA<br>SPEC.ED.SUPV., ELEM., MILEAGE                            | 256.13    |
| 194556    | 6/14/2012  | THERESA CAVANAUGH<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                            | 30.00     |
| 194557    | 6/14/2012  | CENTRAL PENN GAS, INC.<br>EHS, CUST., NATURAL GAS                               | 2,569.25  |
| 194558    | 6/14/2012  | CERTIFIED CHEMICAL CO.<br>JTL.CUST., REPAIR/MAINT.EQUIP.                        | 347.30    |
| 194559    | 6/14/2012  | SILVIA P.CID<br>W9 Received: Y 2/08/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW     | 30.00     |
| 194560    | 6/14/2012  | CLEAR CHOICE GLASS AND MIRROR<br>TRANSPORTATION, REPAIRS & PARTS                | 89.00     |
| 194561    | 6/14/2012  | COLONIAL INTERMEDIATE UNIT 20<br>COL.ACADEMY, OPERATING COST                    | 11,439.05 |
| 194562    | 6/14/2012  | COMMONWEALTH OF PENNSYLVANIA<br>EHS, MAINT. OPERATION BLDG.SRVS.                | 198.00    |
| 194563    | 6/14/2012  | COMMUNIGATE SYSTEMS<br>Prepayments  | 1,897.00  |
| 194564    | 6/14/2012  | COMPUTER DISCOUNT WAREHOUSE<br>JMH, INSTR.TECH.SOFTWARE/SUPPLY                  | 7,610.53  |
| 194565    | 6/14/2012  | KAREY CONKLIN<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                                | 30.00     |
| 194566    | 6/14/2012  | COSI<br>SCIENCE, EHN, INSTR/CERTIF.CONF.  | 295.00    |
| 194567    | 6/14/2012  | COMMUNICATIONS SYSTEMS, INC.<br>MAINT., EHN, PROPERTY SERVICE                   | 1,160.77  |
| 194568    | 6/14/2012  | CLAUDE S. CYPHERS, INC.<br>TRANSPORTATION, REPAIRS & PARTS                      | 719.95    |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment   | Amount    |
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| 194569    | 6/14/2012  | DIANA M. DELEON<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                                    | 30.00     |
| 194570    | 6/14/2012  | FRANK & PHYLLIS DEMARIO<br>LIBRARY, LIS, BOOKS/PERIODICALS                            | 18.96     |
| 194571    | 6/14/2012  | DEVIOUS DESIGNS<br>EHS, OTHER ADMIN SERV. GRADUATE                                    | 94.58     |
| 194572    | 6/14/2012  | DINN BROTHERS<br>JTL, ACTIVITIES, PRINTING  | 472.20    |
| 194573    | 6/14/2012  | DONGAN ASSOCIATES, LLC<br>SCIENCE, EHS, EQUIPMENT REPAIRS                             | 2,922.35  |
| 194574    | 6/14/2012  | PAMELA DUNBAR<br>W9 Received: Y 3/25/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW          | 30.00     |
| 194575    | 6/14/2012  | EAST STROUDSBURG CAFETERIA<br>CURRICULUM, HONORS BANQUET                              | 2,250.00  |
| 194576    | 6/14/2012  | EASTON AREA SCHOOL DISTRICT<br>3RD. PART/EMOT. SUP/PUBLIC/TUITI                       | 2,780.32  |
| 194577    | 6/14/2012  | SUSAN EDEN<br>GIFTED, ELEM, MILEAGE   | 64.38     |
| 194578    | 6/14/2012  | EAST STROUDSBURG STUDENT ACTIVITY FUND<br>SPEC. ED., ACCESS, SEC., SUPPLIES           | 30.00     |
| 194579    | 6/14/2012  | MARILYN ESPINOZA<br>ACCT. BLOCK STAFF, SEC. MILEAGE                                   | 1,425.34  |
| 194580    | 6/14/2012  | EXELON ENERGY COMPANY<br>EHN, CUST., ELECTRIC   | 32,692.99 |
| 194581    | 6/14/2012  | DAVID FALBO<br>GUIDANCE, EHN, MILEAGE   | 19.98     |
| 194582    | 6/14/2012  | FASTENAL COMPANY<br>GEN. MAINT., SEC., SUPPLIES                                       | 683.13    |
| 194583    | 6/14/2012  | FISHER & SON CO INC<br>GEN. MAINT., SEC., SUPPLIES                                    | 5,755.00  |
| 194584    | 6/14/2012  | FLINN SCIENTIFIC INC.<br>SCIENCE, EHS, SUPPLIES                                       | 343.26    |
| 194585    | 6/14/2012  | CHRISTINE FLORIANO-HATSKO<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                          | 30.00     |
| 194586    | 6/14/2012  | FRONTIER<br>MSE, CUST., TELEPHONE   | 1,286.42  |
| 194587    | 6/14/2012  | RANDY GARRIS<br>SMI, CUST., MILEAGE   | 15.54     |
| 194588    | 6/14/2012  | ROBERT C. GIFFORD JR.<br>LEGAL SVCS., NEGOTIATION-PROF.                               | 1,859.53  |
| 194589    | 6/14/2012  | GOVERNMENT SOFTWARE SERVICES<br>TAX COLLECTION, PROF. CONTR. SVCS                     | 56.96     |
| 194590    | 6/14/2012  | NICOLE GRAFFIN<br>W9 Received: Y 3/20/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW         | 30.00     |
| 194591    | 6/14/2012  | GREAT BOOKS FOUNDATION<br>W9 Received: Y 8/19/2011<br>CURRICULUM, ELEM, BOOKS/PERIOD. | 12,654.75 |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment  | Amount     |
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| 194592    | 6/14/2012  | GTS-WELCO<br>EHS, OTHER ADMIN SERV. GRADUATE   | 248.38     |
| 194593    | 6/14/2012  | GAIL HAMILTON<br>SPEC. ED. SUPV., ELEM., MILEAGE   | 40.52      |
| 194594    | 6/14/2012  | THOMAS E HENDEL, JR.<br>TRANSPORTATION, GEN. SUPPLIES  | 26.49      |
| 194595    | 6/14/2012  | HESS CORPORATION<br>EHS, CUST., NATURAL GAS  | 1,842.23   |
| 194596    | 6/14/2012  | HILLTOP SALES & SERVICE<br>MSE, CUST., SUPPLIES  | 823.33     |
| 194597    | 6/14/2012  | KAREN HIRSCH<br>W9 Received: Y 3/20/2012<br>VIRTUAL ACADEMY, TECH. SUP/SOFTW                 | 30.00      |
| 194598    | 6/14/2012  | HOBAN'S SUPPLY & FURNITURE CO.<br>LEARN. SUP., INT., SUPPLIES                                | 75.00      |
| 194599    | 6/14/2012  | LYNDA HOPKINS<br>SPEC. ED. SUPV., SEC., MILEAGE  | 166.50     |
| 194600    | 6/14/2012  | DEBORAH IAPICHINO<br>W9 Received: Y 10/19/2011<br>VIRTUAL ACADEMY, TECH. SUP/SOFTW           | 30.00      |
| 194601    | 6/14/2012  | LISA IMBERT<br>W9 Received: Y 1/27/2012<br>VIRTUAL ACADEMY, TECH. SUP/SOFTW                  | 30.00      |
| 194602    | 6/14/2012  | INDUSTRIAL CONTROLS DISTRIBUTORS LLC<br>GEN. MAINT., EHS, SUPPLIES                           | 212.28     |
| 194603    | 6/14/2012  | INTEGRAONE<br>Prepayments  | 103,407.64 |
| 194604    | 6/14/2012  | IPS LASER EXPRESS<br>JMH, INSTR. TECH. SOFTWARE/SUPPLY                                       | 880.89     |
| 194605    | 6/14/2012  | GAIL JOHNSON<br>GEN. ATHL., EHN, MILEAGE   | 42.62      |
| 194606    | 6/14/2012  | JUNIOR ACHIEVEMENT<br>BES, ACTIVITY, DUES & FEE  | 1,440.00   |
| 194607    | 6/14/2012  | DIANE L KELLY<br>BUSINESS OFFICE, IN-DISTR. MILES  | 30.25      |
| 194608    | 6/14/2012  | ERIC KERSTETTER<br>SMI, PRIN., IN-DISTRICT MILEAGE   | 15.54      |
| 194609    | 6/14/2012  | KIT'S INTERACTIVE THEATRE INC.<br>W9 Received: Y 10/27/2010<br>TL 1-PARENT, CONTRACT SERVICE | 700.00     |
| 194610    | 6/14/2012  | PAMELA KITCHEN<br>VIRTUAL ACADEMY, TECH. SUP/SOFTW   | 30.00      |
| 194611    | 6/14/2012  | BROOKE K LANGAN<br>ITEC, IN-DISTRICT MILEAGE   | 78.81      |
| 194612    | 6/14/2012  | JOAN LEUCK<br>REFUND OF PRIOR YEAR REVENUE   | 187.25     |
| 194613    | 6/14/2012  | SHERILANE MACKAY<br>VIRTUAL ACADEMY, TECH. SUP/SOFTW   | 30.00      |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment   | Amount    |
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| 194614    | 6/14/2012  | JOSEPH P. MARTIN<br>ITEC, IN-DISTRICT MILEAGE                                     | 35.52     |
| 194615    | 6/14/2012  | ARMAND MARTINELLI<br>GEN.ATHL., EHS, SUPPLIES                                     | 81.20     |
| 194616    | 6/14/2012  | MASTER CHEMICAL PRODUCTS, INC.<br>EHN, CUST., SUPPLIES                            | 1,064.66  |
| 194617    | 6/14/2012  | MEIER SUPPLY CO., INC.<br>GEN.MAINT., SEC., SUPPLIES                              | 78.98     |
| 194618    | 6/14/2012  | MET-ED<br>EHN, CUST., ELECTRIC  | 10,003.01 |
| 194619    | 6/14/2012  | MODERN GAS SALES, INC.<br>RES, CUST., PROPANE (HEAT & A/C)                        | 11,137.78 |
| 194620    | 6/14/2012  | LOUIS MONDELLO JR.<br>W9 Received: Y 1/27/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW | 30.00     |
| 194621    | 6/14/2012  | MORNING CALL<br>BOARD SERVICE, ADVERTISING  | 675.72    |
| 194622    | 6/14/2012  | MOUSER ELECTRONICS<br>TECH.ED., EHS, SUPPLIES                                     | 135.05    |
| 194623    | 6/14/2012  | CHERYL L. MURPHY<br>SPEC.ED.SUPV., ELEM., MILEAGE                                 | 45.51     |
| 194624    | 6/14/2012  | NAZARETH MUSIC CENTER<br>MUSIC, INSTR, JTL, PROP.SERVICE                          | 3,650.00  |
| 194625    | 6/14/2012  | NCS PEARSON INC.<br>ACCOUNTABILITY BLOCK-BOOKS/PER                                | 8,170.75  |
| 194626    | 6/14/2012  | JAMIE ODUM<br>W9 Received: Y 3/20/2011<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW         | 30.00     |
| 194627    | 6/14/2012  | OFFICE DEPOT<br>SPEC.ED.SUPV., ELEM., SUPPLIES                                    | 100.90    |
| 194628    | 6/14/2012  | OPDYKE'S SALES & SERVICE<br>TRANSPORTATION, REPAIRS & PARTS                       | 589.56    |
| 194629    | 6/14/2012  | PENNSYLVANIA CYBER CHARTER SCHOOL<br>CHARTER/CYBER SCHOOLS- REG.ED.               | 63,548.98 |
| 194630    | 6/14/2012  | PENNSYLVANIA LEADERSHIP CHARTER SCHOOL<br>CHARTER/CYBER SCHOOLS- REG.ED.          | 7,775.66  |
| 194631    | 6/14/2012  | PENNSYLVANIA ONE CALL SYSTEM, INC.<br>GEN.MAINT., PROPERTY SERVICES               | 109.22    |
| 194632    | 6/14/2012  | PASBO<br>Prepayments  | 340.00    |
| 194633    | 6/14/2012  | PASCD MEMBERSHIP<br>Prepayments   | 65.00     |
| 194634    | 6/14/2012  | PENNSYLVANIA PAPER & SUPPLY CO.<br>MSE, CUST., SUPPLIES                           | 366.00    |
| 194635    | 6/14/2012  | PETROLEUM TRADERS CORP.<br>TRANSPORTATION, NORTH, DIESEL                          | 25,927.96 |
| 194636    | 6/14/2012  | PETTY CASH ESE ELEMENTARY<br>ESE, PRIN., POSTAGE/TELEPHONE                        | 35.52     |

Bank: 11 PNC Bank (Concentration)

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|-----------|------------|--|----------|
| 194637    | 6/14/2012  | PETTY CASH SMITHFIELD<br>SMI, PRIN., POSTAGE/TELEPHONE                           | 48.87    |
| 194638    | 6/14/2012  | PHONAK, LLC<br>ACCESS, INSTR.TECH SUPPLY/SOFTW                                   | 157.39   |
| 194639    | 6/14/2012  | POSTMASTER<br>RES, PRIN., POSTAGE/TELEPHONE                                      | 90.00    |
| 194640    | 6/14/2012  | PP&L<br>EHS, CUST., ELECTRIC   | 94.56    |
| 194641    | 6/14/2012  | PSERS<br>JMH, INST, RETIREMENT   | 4,007.85 |
| 194642    | 6/14/2012  | QUILL CORPORATION<br>BUSINESS OFFICE, GEN.SUPPLIES                               | 227.34   |
| 194643    | 6/14/2012  | ROSE A. RENNA<br>REFUND OF PRIOR YEAR REVENUE                                    | 925.00   |
| 194644    | 6/14/2012  | RESERVE ACCOUNT<br>GUIDANCE, LIS, POSTAGE  | 1,275.80 |
| 194645    | 6/14/2012  | CHARLES RICCIUTI<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                              | 30.00    |
| 194646    | 6/14/2012  | NOEL RODRIGUEZ<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                                | 30.00    |
| 194647    | 6/14/2012  | ROBINSON RODRIGUEZ JR.<br>ITEC, IN-DISTRICT MILEAGE                              | 43.85    |
| 194648    | 6/14/2012  | VIVIANA RODRIGUEZ<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                             | 30.00    |
| 194649    | 6/14/2012  | ANNA MARIE ROHNER<br>W9 Received: Y 1/26/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW | 30.00    |
| 194650    | 6/14/2012  | THOMAS SALMON<br>CHORUS, JTL, CONTRACT SVCS                                      | 500.00   |
| 194651    | 6/14/2012  | GLORIA SCHULTE<br>W9 Received: Y 1/27/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW    | 30.00    |
| 194652    | 6/14/2012  | DONATO SCOCOZZA<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                               | 30.00    |
| 194653    | 6/14/2012  | MAUREEN G. SEIDEL<br>ITEC, IN-DISTRICT MILEAGE                                   | 111.56   |
| 194654    | 6/14/2012  | POCONO SEW & VAC<br>F&CS, LIS, PROPERTY SERVICE                                  | 1,043.29 |
| 194655    | 6/14/2012  | SHOP SPECIALTIES, INC.<br>TECH.ED., EHN, PROPERTY SERVICE                        | 1,751.50 |
| 194656    | 6/14/2012  | SPORT SUPPLY GROUP, INC.<br>GEN.ATHL., EHS, SUPPLIES                             | 125.83   |
| 194657    | 6/14/2012  | SPRINGBOARD MEDIA INC.<br>JTL, INSTR, REPL.TECH EQUIPMENT                        | 1,872.90 |
| 194658    | 6/14/2012  | SRI MARUTI ENTERPRISES LLC<br>EHN, CUST., GASOLINE                               | 214.00   |
| 194659    | 6/14/2012  | STANDARDS SOLUTION, LLC<br>Prepayments   | 249.00   |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment   | Amount    |
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| 194660    | 6/14/2012  | STRATIX SYSTEMS, INC.<br>RES, INSTR, SUPPLIES                                     | 750.00    |
| 194661    | 6/14/2012  | LAURIE SUMMERVILLE<br>W9 Received: Y 3/20/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW | 30.00     |
| 194662    | 6/14/2012  | SUN LITHO-PRINT, INC.<br>MUSIC, INSTR, EHS, SUPPLIES                              | 1,895.00  |
| 194663    | 6/14/2012  | HENRY TIMMERMANN<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                               | 30.00     |
| 194664    | 6/14/2012  | TRI-STATE INDUSTRIAL LAUNDRIES INC.<br>EHS, CUST., UNIFORM RENTAL                 | 589.80    |
| 194665    | 6/14/2012  | TRI-STATE INDUSTRIAL LAUNDRIES INC.<br>EHS, CUST., UNIFORM RENTAL                 | 557.05    |
| 194666    | 6/14/2012  | TRI-STATE INDUSTRIAL LAUNDRIES INC.<br>EHS, CUST., UNIFORM RENTAL                 | 533.78    |
| 194667    | 6/14/2012  | TRI-STATE INDUSTRIAL LAUNDRIES INC.<br>MSE, CUST., UNIFORM RENTAL                 | 30.71     |
| 194668    | 6/14/2012  | MARGARET CONFORTI VITALE<br>SMI, PRIN., IN-DISTRICT MILEAGE                       | 28.03     |
| 194669    | 6/14/2012  | WILLIAM VITULLI JR<br>ITEC, IN-DISTRICT MILEAGE                                   | 38.85     |
| 194670    | 6/14/2012  | WEIS MARKET, INC.<br>F&CS, EHS, SUPPLIES  | 455.13    |
| 194671    | 6/14/2012  | SHAWN WESCOTT<br>ITEC, IN-DISTRICT MILEAGE  | 86.03     |
| 194672    | 6/14/2012  | J.L. WILLIAMS JR.<br>W9 Received: Y 1/11/2012<br>F&CS, EHS, SUPPLIES              | 69.95     |
| 194673    | 6/14/2012  | STEPHEN ZALL<br>EHN, PRIN., IN-DISTRICT MILEAGE                                   | 127.21    |
| 194674    | 6/21/2012  | ABC TROPHIES, INC.<br>GEN.ATHL., EHN, SUPPLIES                                    | 2,032.25  |
| 194675    | 6/21/2012  | ROBERT ACKERMAN<br>W9 Received: Y 3/20/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW    | 30.00     |
| 194676    | 6/21/2012  | AGORA CYBER CHARTER SCHOOL<br>CHARTER/CYBER SCHOOLS- REG.ED.                      | 51,464.31 |
| 194677    | 6/21/2012  | STELLA BARCIA<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                                  | 30.00     |
| 194678    | 6/21/2012  | ERNEST & ELIZABETH BARTLESON<br>REFUND OF PRIOR YEAR REVENUE                      | 108.02    |
| 194679    | 6/21/2012  | MARIA BARTOLOTTA<br>MATH, LIS, TUITION REIMBURSEMENT                              | 738.00    |
| 194680    | 6/21/2012  | TANIA BELLINGER<br>W9 Received: Y 1/26/2012<br>TRANSP, CONTR DRIVER, SPEC EDUC    | 3,858.40  |
| 194681    | 6/21/2012  | SHERRY BLESKACHEK<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                              | 30.00     |



Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment   | Amount    |
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| 194682    | 6/21/2012  | LISA LEE BLOISE<br>W9 Received: Y 8/29/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC    | 2,960.80  |
| 194683    | 6/21/2012  | ALEXANDRA BRIDGMAN<br>W9 Received: Y 1/18/2012<br>TRANSP, CONTR DRIVER, SPEC EDUC | 1,920.32  |
| 194684    | 6/21/2012  | GEORGE CARAMELLA<br>W9 Received: Y 8/27/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC   | 3,802.24  |
| 194685    | 6/21/2012  | THERESA CAVANAUGH<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                              | 30.00     |
| 194686    | 6/21/2012  | CENTER CITY PLUMBING SUPPLIES<br>GEN.MAINT., EHN, SUPPLIES                        | 141.69    |
| 194687    | 6/21/2012  | CENTRAL PENN GAS, INC.<br>ESE.CUST., NATURAL GAS                                  | 355.79    |
| 194688    | 6/21/2012  | CERTIFIED CHEMICAL CO.<br>JTL, CUST., SUPPLIES                                    | 162.50    |
| 194689    | 6/21/2012  | SILVIA P.CID<br>W9 Received: Y 2/08/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW       | 30.00     |
| 194690    | 6/21/2012  | TARA COLLINS<br>TRANSPORTATION, PARENT TRANSPOR                                   | 528.36    |
| 194691    | 6/21/2012  | COLONIAL INTERMEDIATE UNIT 20<br>EMOTIONAL SUPPORT, IU CONTR.ELE                  | 17,005.00 |
| 194692    | 6/21/2012  | COMMONWEALTH CONNECTIONS ACADEMY<br>CHARTER/CYBER SCHOOLS- REG.ED.                | 50,703.01 |
| 194693    | 6/21/2012  | COMPUTER DISCOUNT WAREHOUSE<br>JMH, INSTR.TECH.SOFTWARE/SUPPLY                    | 489.00    |
| 194694    | 6/21/2012  | CONCORDE, INC.<br>TRANSPORTATION, PROF.CONT.SERV                                  | 324.00    |
| 194695    | 6/21/2012  | KAREY CONKLIN<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                                  | 30.00     |
| 194696    | 6/21/2012  | CONTRACTORS HAULING SERVICE<br>GEN.MAINT., EHS, SUPPLIES                          | 235.00    |
| 194697    | 6/21/2012  | MICHAEL J. COPPOLA<br>ENGLISH, EHN, TUITION REIMBURSE.                            | 285.00    |
| 194698    | 6/21/2012  | LESLIE COX<br>MEDICAL, LIS, TUITION REIMB.  | 1,000.00  |
| 194699    | 6/21/2012  | COMMUNICATIONS SYSTEMS, INC.<br>GEN.MAINT., LIS, PROPERTY SVC.                    | 1,526.35  |
| 194700    | 6/21/2012  | JOSEPH CZAJKOWSKI<br>SECURITY, JTL, IN-DIST.MILEAGE                               | 36.63     |
| 194701    | 6/21/2012  | BARBARA DAHL<br>MID.SMITH., INST., TUITION REIM.                                  | 285.00    |
| 194702    | 6/21/2012  | AUSTIN DAVIS<br>W9 Received: Y 5/11/2012<br>ART, LIS, CONTRACT SERVICE            | 300.00    |
| 194703    | 6/21/2012  | CHRISTINE DAVIS<br>W9 Received: Y 8/31/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC    | 1,733.28  |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment  | Amount     |
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| 194704    | 6/21/2012  | BILL DEIHL'S TIRE STORE<br>GEN.MAINT.,PROPERTY SERVICES                      | 534.98     |
| 194705    | 6/21/2012  | DIANA M. DELEON<br>VIRTUAL ACADEMY,TECH.SUP/SOFTW                            | 30.00      |
| 194706    | 6/21/2012  | DEVEREUX POCONO CENTER<br>3RD.PART/ALT.SPEC.ED SEC.                          | 299.25     |
| 194707    | 6/21/2012  | PAMELA DUNBAR<br>W9 Received: Y 3/25/2012<br>VIRTUAL ACADEMY,TECH.SUP/SOFTW  | 30.00      |
| 194708    | 6/21/2012  | EASTERN LIFT TRUCK<br>GEN.MAINT.,EHS,REPL.EQUIP>2500                         | 20,675.18  |
| 194709    | 6/21/2012  | EDWARDS BUSINESS SYSTEMS<br>EHN,PRIN.,GENERAL SUPPLIES                       | 485.99     |
| 194710    | 6/21/2012  | JAMES R. ENDRES<br>MATH,JTL,TUITION REIMBURSEMENT                            | 780.00     |
| 194711    | 6/21/2012  | EVERGREEN COMMUNITY CHARTER SCHOOL<br>CHARTER/CYBER SCHOOLS- REG.ED.         | 7,883.10   |
| 194712    | 6/21/2012  | EXELON ENERGY COMPANY<br>EHS,CUST.,ELECTRIC                                  | 40,727.08  |
| 194713    | 6/21/2012  | DAVID FALBO<br>GUIDANCE,EHN,TUITION REIMB.                                   | 1,185.00   |
| 194714    | 6/21/2012  | TINA FALBO<br>READING,JTL,TUITION REIMBURSE.                                 | 780.00     |
| 194715    | 6/21/2012  | CARLEEN FINK<br>W9 Received: Y 9/01/2011<br>TRANSP,CONTR DRIVER,SPEC EDUC    | 3,001.28   |
| 194716    | 6/21/2012  | BRAD FITZPATRICK<br>ADMIN.SYS.,IN-DIST.MILEAGE                               | 221.45     |
| 194717    | 6/21/2012  | CHRISTINE FLORIANO-HATSKO<br>VIRTUAL ACADEMY,TECH.SUP/SOFTW                  | 30.00      |
| 194718    | 6/21/2012  | LAURA FOLLIS<br>MID.SMITH.,INST.,TUITION REIM.                               | 285.00     |
| 194719    | 6/21/2012  | MARIA FRASCELLA<br>W9 Received: Y 9/06/2011<br>TRANSP,CONTR DRIVER,SPEC EDUC | 2,859.68   |
| 194720    | 6/21/2012  | ARAINA MAYNARD-FREED<br>ACCESS,DISTRICT MILEAGE                              | 22.20      |
| 194721    | 6/21/2012  | JENNIFER FULLER<br>LEARN.SUP.,ELEM,TUITION REIMB.                            | 1,248.00   |
| 194722    | 6/21/2012  | JENNY GALUNIC<br>W9 Received: Y 9/07/2011<br>TRANSP,CONTR DRIVER,SPEC EDUC   | 3,356.48   |
| 194723    | 6/21/2012  | GE CAPITAL<br>Prepayments  | 101,526.78 |
| 194724    | 6/21/2012  | CAROL GEIGES<br>BES,INST.,TUITION REIMBURSE.                                 | 300.00     |
| 194725    | 6/21/2012  | LISA GERST<br>TRANSP,CONTR DRIVER,SPEC EDUC                                  | 1,496.48   |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment   | Amount    |
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| 194726    | 6/21/2012  | ROSALYN R. GILMORE<br>TRANSPORTATION, CONT. DRIVER                                    | 1,431.20  |
| 194727    | 6/21/2012  | NICOLE GRAFFIN<br>W9 Received: Y 3/20/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW         | 30.00     |
| 194728    | 6/21/2012  | GREAT BOOKS FOUNDATION<br>W9 Received: Y 8/19/2011<br>ACCT BLOCK, STAFF DEV CONT SERV | 10,800.00 |
| 194729    | 6/21/2012  | BRIAN T HANNAN<br>Misc.Revenues-Bank Adj.Taxes  | 30.00     |
| 194730    | 6/21/2012  | JENNIFER HANSON<br>W9 Received: Y 3/20/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW        | 120.00    |
| 194731    | 6/21/2012  | RACHEL M. HAZEN<br>IST, ELEM., TUITION REIMB.   | 285.00    |
| 194732    | 6/21/2012  | HESS CORPORATION<br>STADIUM, CUST., NATURAL GAS                                       | 318.83    |
| 194733    | 6/21/2012  | HILLTOP SALES & SERVICE<br>GEN.MAINT., SUPPLIES                                       | 130.11    |
| 194734    | 6/21/2012  | KAREN HIRSCH<br>W9 Received: Y 3/20/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW           | 30.00     |
| 194735    | 6/21/2012  | DEBORAH HOLMES<br>W9 Received: Y 9/01/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC         | 1,965.76  |
| 194736    | 6/21/2012  | LYNDA HOPKINS<br>SPEC.ED.SUPV., SEC., MILEAGE   | 203.13    |
| 194737    | 6/21/2012  | HM RECEIVABLES CO., LLC<br>ACCOUNTABILITY BLOCK, BOOKS/PER                            | 20,538.64 |
| 194738    | 6/21/2012  | EDWARD A. HUDAK<br>MUSIC, VOCAL, EHN, PROPERTY SVC                                    | 100.00    |
| 194739    | 6/21/2012  | DEBORAH IAPICHINO<br>W9 Received: Y 10/19/2011<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW     | 30.00     |
| 194740    | 6/21/2012  | LISA IMBERT<br>W9 Received: Y 1/27/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW            | 30.00     |
| 194741    | 6/21/2012  | INTEGRAONE<br>ITEC, MAINTAIN/UPGRADE INFOSYS  | 203.00    |
| 194742    | 6/21/2012  | IPS LASER EXPRESS<br>TRANSPORTATION, GEN. SUPPLIES                                    | 506.25    |
| 194743    | 6/21/2012  | LISA JOHNSON<br>ESE, INST., TUITION REIMBURSE.  | 285.00    |
| 194744    | 6/21/2012  | SALLY A. JONES<br>SMI, INST., TUITION REIMBURSE.                                      | 285.00    |
| 194745    | 6/21/2012  | BARBARA KAELIN<br>READING, LIS, TUITION REIMBURSE.                                    | 980.00    |
| 194746    | 6/21/2012  | JAMES M. KEANEY<br>MATH, EHS, TUITION REIMBURSEMENT                                   | 780.00    |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment  | Amount    |
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| 194747    | 6/21/2012  | ALISA DALE KEIPER<br>ESL,ESE,TUITION REIMB.                                      | 980.00    |
| 194748    | 6/21/2012  | PAUL JOHN KERNAN<br>SOC.STUDIES,EHS,TUITION REIMB.                               | 2,496.00  |
| 194749    | 6/21/2012  | PAMELA KITCHEN<br>VIRTUAL ACADEMY,TECH.SUP/SOFTW                                 | 30.00     |
| 194750    | 6/21/2012  | KATHY KROLL<br>BUSINESS OFFICE,IN-DISTR.MILES                                    | 17.48     |
| 194751    | 6/21/2012  | KATHY MOSHER KROLL<br>Misc.Revenues-Bank Adj.Taxes                               | 32,013.84 |
| 194752    | 6/21/2012  | DIANE KRUPSKI<br>W9 Received: Y 9/16/2011<br>TRANSP,CONTR DRIVER,SPEC EDUC       | 6,667.71  |
| 194753    | 6/21/2012  | GINA D. LABADIE<br>W9 Received: Y 9/11/2011<br>TRANSP,CONTR DRIVER,SPEC EDUC     | 3,346.24  |
| 194754    | 6/21/2012  | KARLA J LABAR<br>W9 Received: Y 9/12/2011<br>TRANSPORTATION,CONT.DRIVER          | 6,355.68  |
| 194755    | 6/21/2012  | CHRISTOPHER LASTRA<br>W9 Received: Y 9/13/2011<br>TRANSP,CONTR DRIVER,SPEC EDUC  | 4,217.28  |
| 194756    | 6/21/2012  | STEVEN LASTRA<br>W9 Received: Y 9/12/2011<br>TRANSP,CONTR DRIVER,SPEC EDUC       | 2,795.52  |
| 194757    | 6/21/2012  | SHARON LAVERDURE<br>SUPT., MILEAGE   | 28.00     |
| 194758    | 6/21/2012  | LEHIGH LEARNING ACADEMY<br>3RD,PART,ALT/SPEC ED.SEC.TUIT.                        | 19,800.00 |
| 194759    | 6/21/2012  | LJC DISTRIBUTORS OF FULLER BRUSH<br>EHS,CUST.,SUPPLIES                           | 1,361.28  |
| 194760    | 6/21/2012  | SHERILANE MACKAY<br>VIRTUAL ACADEMY,TECH.SUP/SOFTW                               | 30.00     |
| 194761    | 6/21/2012  | J.P. MASCARO & SONS, INC.<br>EHS,CUST.,DISPOSAL SERVICE                          | 15,894.08 |
| 194762    | 6/21/2012  | THE A.G. MAURO COMPANY<br>GEN.MAINT.,JTL,SUPPLIES                                | 6,344.00  |
| 194763    | 6/21/2012  | ELIZABETH MAZZEI<br>GUIDANCE,EHN,TUITION REIMB.                                  | 780.00    |
| 194764    | 6/21/2012  | TESHA MCDONALD<br>TRANSPORTATION,PARENT TRANSPOR                                 | 372.96    |
| 194765    | 6/21/2012  | MEIER SUPPLY CO., INC.<br>GEN.MAINT.,SUPPLIES                                    | 1,254.52  |
| 194766    | 6/21/2012  | MESKO GLASS & MIRROR CO.<br>GEN.MAINT.,MSE,SUPPLIES                              | 20.00     |
| 194767    | 6/21/2012  | MET-ED<br>EHS,CUST.,ELECTRIC   | 11,284.56 |
| 194768    | 6/21/2012  | LOUIS MONDELLO JR.<br>W9 Received: Y 1/27/2012<br>VIRTUAL ACADEMY,TECH.SUP/SOFTW | 30.00     |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment   | Amount    |
|-----------|------------|---|-----------|
| 194769    | 6/21/2012  | PETER MUTI<br>W9 Received: Y 8/29/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC         | 1,292.32  |
| 194770    | 6/21/2012  | NCS PEARSON INC.<br>CURRICULUM, ELEM., SUPPLIES                                   | 4,348.37  |
| 194771    | 6/21/2012  | NETWRIX<br>Prepayments  | 2,547.75  |
| 194772    | 6/21/2012  | CAROL NEVIL<br>TRANSPORTATION, IN-DIST. MILEAGE                                   | 8.95      |
| 194773    | 6/21/2012  | NORTHWEST EVALUATION ASSOCIATION<br>CURRICULUM, ELEM, PR. SVC/SCORING             | 43,493.75 |
| 194774    | 6/21/2012  | JOHN O'ROURKE, JR.<br>W9 Received: Y 9/15/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC | 2,681.76  |
| 194775    | 6/21/2012  | JAMIE ODUM<br>W9 Received: Y 3/20/2011<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW         | 30.00     |
| 194776    | 6/21/2012  | OFFICE DEPOT<br>BUSINESS OFFICE, GEN.SUPPLIES                                     | 49.35     |
| 194777    | 6/21/2012  | PA ASSOCIATION OF NOTARIES<br>CHILD ACCT., SUPPLIES                               | 88.54     |
| 194778    | 6/21/2012  | PEARSON EDUCATION, INC.<br>ACCOUNTABILITY BLOCK, BOOKS/PER                        | 12,627.50 |
| 194779    | 6/21/2012  | PITNEY BOWES INC.<br>SPEC.ED.SUPV.SEC., EQUIP.RENTAL                              | 189.50    |
| 194780    | 6/21/2012  | PITNEY BOWES<br>EHN, PRIN., EQUIPMENT RENTAL                                      | 187.87    |
| 194781    | 6/21/2012  | POCONO ALLIANCE<br>TL.1, CONTRACT SERVICE   | 3,000.00  |
| 194782    | 6/21/2012  | ESTATE OF BRUCE E POSSINGER SR<br>REFUND OF PRIOR YEAR REVENUE                    | 418.95    |
| 194783    | 6/21/2012  | BARBARA PREVOST<br>W9 Received: Y 9/15/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC    | 2,627.84  |
| 194784    | 6/21/2012  | LEHMAN COMMUNITY PARENT TEACHER ASSN.<br>TL.I, PARENT SUPPLIES                    | 39.00     |
| 194785    | 6/21/2012  | QUILL CORPORATION<br>GEN.ATHL., EHS, SUPPLIES                                     | 542.59    |
| 194786    | 6/21/2012  | CHARLES RICCIUTI<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                               | 30.00     |
| 194787    | 6/21/2012  | CAROLINA RODRIGUEZ<br>BUSINESS OFFICE, TUITION REIMB.                             | 8,381.97  |
| 194788    | 6/21/2012  | NOEL RODRIGUEZ<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                                 | 30.00     |
| 194789    | 6/21/2012  | VIVIANA RODRIGUEZ<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                              | 30.00     |
| 194790    | 6/21/2012  | ANNA MARIE ROHNER<br>W9 Received: Y 1/26/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW  | 30.00     |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment  | Amount    |
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| 194791    | 6/21/2012  | DEBORAH SANDS<br>BES, INST., TUITION REIMBURSE.  | 300.00    |
| 194792    | 6/21/2012  | LISANDRA SANTIAGO<br>TRANSPORTATION, PARENT TRANSPOR   | 1,087.80  |
| 194793    | 6/21/2012  | SAW SALES AND MACHINERY CO.<br>TECH. ED., EHS, PROPERTY SERVICE                                    | 690.00    |
| 194794    | 6/21/2012  | SCHOOL PUBLICATIONS COMPANY<br>ENGLISH, EHN, PRINTING SERVICES                                     | 840.00    |
| 194795    | 6/21/2012  | SCHOOL SPECIALTY<br>W9 Received: Y 1/01/2010<br>ACCOUNTABILITY BLOCK, SUPPLIES                     | 2,389.51  |
| 194796    | 6/21/2012  | GLORIA SCHULTE<br>W9 Received: Y 1/27/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                      | 30.00     |
| 194797    | 6/21/2012  | DONATO SCOCOZZA<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW   | 30.00     |
| 194798    | 6/21/2012  | DESIREE SELINSKI<br>TRANSPORTATION, PARENT TRANSPOR  | 1,298.70  |
| 194799    | 6/21/2012  | SEVEN GENERATIONS CHARTER SCHOOL<br>CHARTER/CYBER SCHOOLS- REG.ED.                                 | 1,576.62  |
| 194800    | 6/21/2012  | MIKE SILVOY<br>CURRICULUM, HONORS BANQUET  | 185.30    |
| 194801    | 6/21/2012  | CAROL SIMERSON<br>EHN-OTHER ADM.SERV.GRADUATION  | 62.21     |
| 194802    | 6/21/2012  | DOUGLAS L. SISKA<br>W9 Received: Y 8/31/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC                    | 4,008.00  |
| 194803    | 6/21/2012  | DUSTIN SISKA<br>W9 Received: Y 8/31/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC                        | 3,437.28  |
| 194804    | 6/21/2012  | FRANCIS SMITH & SONS, INC.<br>TRANSPORTATION, REPAIRS & PARTS                                      | 1,760.00  |
| 194805    | 6/21/2012  | SUSAN SMITH<br>MID.SMITH., INST., TUITION REIM.  | 285.00    |
| 194806    | 6/21/2012  | DOROTHY A SOCHINSKY<br>SECURITY, EHS, IN-DIST.MILEAGE  | 19.70     |
| 194807    | 6/21/2012  | KIM STEVENS<br>SPEC.ED.SUPV.INT.MILEAGE  | 232.66    |
| 194808    | 6/21/2012  | SHARON STOFIK<br>W9 Received: Y 9/15/2011<br>TRANSP, CONTR DRIVER, SPEC EDUC                       | 3,540.80  |
| 194809    | 6/21/2012  | ARCHIPELAGO LEARNING INC<br>Prepayments  | 34,472.90 |
| 194810    | 6/21/2012  | LAURIE SUMMERVILLE<br>W9 Received: Y 3/20/2012<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                  | 30.00     |
| 194811    | 6/21/2012  | SWEET, STEVENS, KATZ & WILLIAMS LLP<br>W9 Received: Y 1/06/2011<br>LEGAL SVCS, NEGOTIATION-SUPPORT | 10,096.60 |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment  | Amount    |
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| 194812    | 6/21/2012  | JOYCELYN THOMAS<br>TRANSPORTATION, PARENT TRANSPOR                           | 233.10    |
| 194813    | 6/21/2012  | HENRY TIMMERMANN<br>VIRTUAL ACADEMY, TECH.SUP/SOFTW                          | 30.00     |
| 194814    | 6/21/2012  | TOSHIBA BUSINESS SOLUTIONS<br>SUPT., GEN. SUPPLIES                           | 69.12     |
| 194815    | 6/21/2012  | UNIVERSITY OF OREGON<br>CURRICULUM, ELEM, PR.SVC/SCORING                     | 3,193.00  |
| 194816    | 6/21/2012  | KATHLEEN VARKADOS<br>TRANSPORTATION, PARENT TRANSPOR                         | 962.37    |
| 194817    | 6/21/2012  | KATHARINE VITANZA<br>TRANSP, CONTR DRIVER, SPEC EDUC                         | 2,933.56  |
| 194818    | 6/21/2012  | CARRIE J. WALCK<br>REFUND OF PRIOR YEAR REVENUE                              | 925.00    |
| 194819    | 6/21/2012  | ANNAMARIA WALLEN<br>FOR.LANGUAGE, EHS, TUITION REIMB                         | 980.00    |
| 194820    | 6/21/2012  | CLARISSA JAN WARD<br>ART, ESE, TUITION REIMBURSEMENT                         | 4,500.00  |
| 194821    | 6/21/2012  | BARBARA WETHERHOLD<br>SPEC.ED.SUPV., ELEM., SUPPLIES                         | 49.50     |
| 194822    | 6/21/2012  | SUSAN WOLFF<br>BES, INST., TUITION REIMBURSE.                                | 300.00    |
| 194823    | 6/21/2012  | ZESWITZ MUSIC COMPANY<br>MUSIC, INSTR, LIS, 6TH, PROP.SVC.                   | 559.00    |
| 194824    | 6/21/2012  | EAST STROUDSBURG<br>School Service Personnel Dues                            | 15,487.66 |
| 194825    | 6/21/2012  | CHAPTER 13 TRUSTEE<br>Miscellaneous Deductions                               | 629.60    |
| 194826    | 6/21/2012  | ED FOUNDATION OF ES/GENERAL FUND<br>EDUC. FOUNDATION DEDUCTIONS              | 40.00     |
| 194827    | 6/21/2012  | ED FOUNDATION OF ES/SCHOLARSHIP FUND<br>EDUC. FOUNDATION DEDUCTIONS          | 13.00     |
| 194828    | 6/21/2012  | E.S.E.A.<br>ESEA Dues  | 143.60    |
| 194829    | 6/21/2012  | EDUCATIONAL CREDIT MANAGEMENT CORP<br>Miscellaneous Deductions               | 91.24     |
| 194830    | 6/21/2012  | HAB-DLT (ER)<br>Miscellaneous Deductions                                     | 264.28    |
| 194831    | 6/21/2012  | STATE OF NEW JERSEY GROSS INC TAX-NJ 500<br>NJ State Taxes                   | 328.13    |
| 194832    | 6/21/2012  | NYSCSPC (NEW YORK STATE CHILD SUPPORT<br>Miscellaneous Deductions            | 514.97    |
| 194833    | 6/21/2012  | PENNSYLVANIA HIGHER EDUCATION AGENCY<br>Miscellaneous Deductions             | 190.19    |
| 194834    | 6/21/2012  | SOCIAL SECURITY ADMINISTRATION<br>W9 Received: Y<br>Miscellaneous Deductions | 137.28    |
| 194835    | 6/21/2012  | U.S. DEPARTMENT OF EDUCATION<br>Miscellaneous Deductions                     | 435.77    |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment  | Amount    |
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| 194836    | 6/21/2012  | UNITED STATES TREASURY<br>Miscellaneous Deductions                   | 200.00    |
| 194837    | 6/28/2012  | ACTION LIFT, INC.<br>EHS, CUST., SUPPLIES                            | 1,040.16  |
| 194838    | 6/28/2012  | AMERICAN RED CROSS<br>SECURITY, DISTRICT, DUES & FEES                | 133.00    |
| 194839    | 6/28/2012  | AMP RECORDING & DUPLICATING SERVICE<br>MUSIC, INSTR, EHS, SUPPLIES   | 300.00    |
| 194840    | 6/28/2012  | APEX FIRE PROTECTION<br>GEN. MAINT., EHS, SUPPLIES                   | 86.28     |
| 194841    | 6/28/2012  | ASPEN PEST SERVICES, LLC<br>EHN, CUST., EXTERMINATION SERV.          | 727.62    |
| 194842    | 6/28/2012  | ASPEN PEST SERVICES, LLC<br>EHN, CUST., EXTERMINATION SERV.          | 455.27    |
| 194843    | 6/28/2012  | THE BANK OF NEW YORK MELLON<br>AUTHORITY EXP., PAYING AGENT          | 250.00    |
| 194844    | 6/28/2012  | BOROUGH OF EAST STROUDSBURG<br>EHS, CUST., WATER/SEWER               | 5,538.78  |
| 194845    | 6/28/2012  | BRIAN J. BOROSH<br>ITEC, IN-DISTRICT MILEAGE                         | 27.20     |
| 194846    | 6/28/2012  | NANCY S. BROWN<br>REFUND OF PRIOR YEAR REVENUE                       | 925.00    |
| 194847    | 6/28/2012  | CARBON LEHIGH IU #21<br>EMOTIONAL SUPPORT, SEC. IU CONTR             | 8,105.00  |
| 194848    | 6/28/2012  | BWP CARQUEST AUTO PARTS<br>SECURITY, EHN, EQUIP. REPAIR              | 87.70     |
| 194849    | 6/28/2012  | CHESTER COUNTY INTERMEDIATE UNIT<br>3RD. PART/EMOT. SUP/PUBLIC/TUITI | 4,195.80  |
| 194850    | 6/28/2012  | CLARE FAMILY FOUNDATION<br>Accounts Payable-Donations                | 735.00    |
| 194851    | 6/28/2012  | COLONIAL INTERMEDIATE UNIT 20<br>COL. IU20/MULTI-DISABILITY-ELE      | 57,668.00 |
| 194852    | 6/28/2012  | COMMONWEALTH OF PENNSYLVANIA<br>GEN. MAINT., PROPERTY SERVICES       | 330.00    |
| 194853    | 6/28/2012  | COMMUNICATIONS SYSTEMS, INC.<br>MAINT., EHN, PROPERTY SERVICE        | 380.00    |
| 194854    | 6/28/2012  | D.R.'S FRAMING<br>JTL, PRIN., GENERAL SUPPLIES                       | 73.00     |
| 194855    | 6/28/2012  | BILL DEIHL'S TIRE STORE<br>GEN. MAINT., SUPPLIES                     | 624.00    |
| 194856    | 6/28/2012  | DEVELOPMENTAL EDUCATION SERVICES<br>EHS, CUST., DISPOSAL SERVICE     | 550.00    |
| 194857    | 6/28/2012  | DEVIOUS DESIGNS<br>EHS, OTHER ADMIN SERV. GRADUATE                   | 1,740.00  |
| 194858    | 6/28/2012  | THOMAS F. DIRVONAS<br>LEGAL SVCS., NON-RETAINER                      | 24,918.68 |
| 194859    | 6/28/2012  | DUNBAR ENTERPRISES INC<br>GEN. MAINT., EHS, SUPPLIES                 | 450.00    |



**Bank: 11 PNC Bank (Concentration)**

| Check no. | Check Date | Vendor name and comment   | Amount   |
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| 194860    | 6/28/2012  | DYNAMITE CASTROL PREMIUM LUBE EXPRESS<br>SECURITY, EHS, CONTR. MAINT.                 | 22.64    |
| 194861    | 6/28/2012  | EAST STROUDSBURG CAFETERIA<br>TRANSPORT, MEALS/REFRESTMENETS                          | 270.00   |
| 194862    | 6/28/2012  | EDWARDS BUSINESS SYSTEMS<br>BES, PRIN., EQUIPMENT RENTAL                              | 714.90   |
| 194863    | 6/28/2012  | EDWARDS BUSINESS SYSTEMS<br>FUEL UP TO PLAY 60, SUPPLIES                              | 504.64   |
| 194864    | 6/28/2012  | ENVIRONMENTAL ABATEMENTS ASSOC., INC.<br>GEN. MAINT., PROPERTY SERVICES               | 795.00   |
| 194865    | 6/28/2012  | EPSCO<br>GEN. MAINT., EHN, SUPPLIES   | 184.10   |
| 194866    | 6/28/2012  | ELAINE ESPOSITO<br>REFUND OF PRIOR YEAR REVENUE                                       | 591.40   |
| 194867    | 6/28/2012  | FASTENAL COMPANY<br>GEN. MAINT., ELEM., SUPPLIES                                      | 6.28     |
| 194868    | 6/28/2012  | FEDEX<br>SPEC. ED. SUPV, ELEM, POSTAGE/TELE   | 111.57   |
| 194869    | 6/28/2012  | FISHER & SON CO INC<br>GEN. MAINT., SEC., SUPPLIES                                    | 5,520.00 |
| 194870    | 6/28/2012  | BRAD FITZPATRICK<br>ADMIN. SYS., IN-DIST. MILEAGE                                     | 270.85   |
| 194871    | 6/28/2012  | FLOORING AMERICA<br>GEN. MAINT., EHS, SUPPLIES  | 1,803.80 |
| 194872    | 6/28/2012  | EMMA FODI<br>REFUND OF PRIOR YEAR REVENUE   | 925.00   |
| 194873    | 6/28/2012  | FOLLETT LIBRARY RESOURCES<br>LIBRARY, EHS, BOOKS/PERIODICALS                          | 341.74   |
| 194874    | 6/28/2012  | FRIEDMAN ELECTRIC SUPPLY CO. INC.<br>GEN. MAINT., SEC., SUPPLIES                      | 1,687.07 |
| 194875    | 6/28/2012  | FRIEDMAN ELECTRIC SUPPLY CO. INC.<br>GEN. MAINT., ELEM., SUPPLIES                     | 471.28   |
| 194876    | 6/28/2012  | LISA GERST<br>TRANSP, CONTR DRIVER, SPEC EDUC   | 93.53    |
| 194877    | 6/28/2012  | GLECO PAINTS, INC.<br>GEN. MAINT., JTL, SUPPLIES                                      | 513.98   |
| 194878    | 6/28/2012  | GRAND RENTAL STATION, INC.<br>EHS, OTHER ADMIN SERV. GRADUATE                         | 2,205.50 |
| 194879    | 6/28/2012  | GREAT BOOKS FOUNDATION<br>W9 Received: Y 8/19/2011<br>CURRICULUM, ELEM, BOOKS/PERIOD. | 8,026.24 |
| 194880    | 6/28/2012  | GROVE CITY AREA SCHOOL DISTRICT<br>3RD. PART/EMOT. SUP/PUBLIC/TUITI                   | 3,208.50 |
| 194881    | 6/28/2012  | GTS-WELCO<br>EHN, CUST., CONTR. PROPERTY SERV.  | 264.49   |
| 194882    | 6/28/2012  | HAJOCA CORPORATION<br>GEN. MAINT., SEC., SUPPLIES                                     | 5,391.74 |
| 194883    | 6/28/2012  | HAJOCA CORPORATION<br>GEN. MAINT., ELEM., SUPPLIES                                    | 149.17   |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment   | Amount    |
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| 194884    | 6/28/2012  | HEINEMANN PUBLISHING GROUP<br>CURRICULUM, SEC., BOOKS/PERIOD.                       | 33.50     |
| 194885    | 6/28/2012  | HERFF JONES INC.<br>ACTIVITIES, EHN, SUPPLIES                                       | 92.28     |
| 194886    | 6/28/2012  | HESS CORPORATION<br>ESE.CUST., NATURAL GAS  | 293.97    |
| 194887    | 6/28/2012  | HOMES FOR OUR TROOPS<br>Accounts Payable-Donations                                  | 245.00    |
| 194888    | 6/28/2012  | HM RECEIVABLES CO., LLC<br>ACCOUNTABILITY BLOCK, BOOKS/PER                          | 24,084.40 |
| 194889    | 6/28/2012  | INTEGRAONE<br>ITEC, DISTRICT, TECHNICAL SVCS  | 656.25    |
| 194890    | 6/28/2012  | J.D.M. MATERIALS COMPANY<br>GEN.MAINT., EHS, SUPPLIES                               | 195.00    |
| 194891    | 6/28/2012  | PEARL M. JACABELLA<br>REFUND OF PRIOR YEAR REVENUE                                  | 226.23    |
| 194892    | 6/28/2012  | STEVEN KANTERMAN<br>COMPENSATORY ED PAYABLE#111905                                  | 2,882.10  |
| 194893    | 6/28/2012  | JEANIE KRAEBER<br>MSE, CUST., MILEAGE   | 7.77      |
| 194894    | 6/28/2012  | KRESGE-LEBAR DRUG & SURGICAL<br>ATHL. TRAINER, EHN, SUPPLIES                        | 230.00    |
| 194895    | 6/28/2012  | KARLA J LABAR<br>W9 Received: Y 9/12/2011<br>TRANSPORTATION, CONT.DRIVER            | 2,383.38  |
| 194896    | 6/28/2012  | RONALD LABAR'S LOCK SERVICE<br>GEN.MAINT., PROPERTY SERVICES                        | 71.70     |
| 194897    | 6/28/2012  | MALCOLM LAW<br>EHN-OTHER ADM.SERV.GRADUATION  | 1,500.00  |
| 194898    | 6/28/2012  | LEVIN LEGAL GROUP<br>LEGAL SVCS., SPECIAL EDUCATION                                 | 1,368.50  |
| 194899    | 6/28/2012  | LIGHTSPEED TECHNOLOGIES<br>SPEC.ED., ACCESS, ELEM, SUPPLIES                         | 80.00     |
| 194900    | 6/28/2012  | LETICIA LLADOC, Ph.D.<br>W9 Received: Y 6/15/2012<br>CUSTODIAL SVCS.PROF.CONTR.SVCS | 150.00    |
| 194901    | 6/28/2012  | MARSHALLS CREEK PLUMB.&ELECT. SUPPLIES<br>GEN.MAINT., RES, SUPPLIES                 | 21.53     |
| 194902    | 6/28/2012  | MASTER CHEMICAL PRODUCTS, INC.<br>EHN, CUST., SUPPLIES                              | 620.00    |
| 194903    | 6/28/2012  | MARY MCCUTCHAN<br>REFUND OF PRIOR YEAR REVENUE                                      | 925.00    |
| 194904    | 6/28/2012  | MELLO SMELLO LLC<br>Prepayments   | 495.00    |
| 194905    | 6/28/2012  | MET-ED<br>BUS GARAGE, ELECTRIC  | 16.72     |
| 194906    | 6/28/2012  | MARTINA MILENKOWIC<br>REFUND OF PRIOR YEAR REVENUE                                  | 374.49    |

Bank: 11 PNC Bank (Concentration)

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| 194907    | 6/28/2012  | SHERRY MORRO<br>SPEC.ED.SUPV.,SEC.,MILEAGE                                   | 197.58    |
| 194908    | 6/28/2012  | MR. JOHN, INC.<br>W9 Received: Y 2/10/2011<br>GEN.ATHL.,EHN,PROPERTY SERVICE | 1,265.27  |
| 194909    | 6/28/2012  | NAZARETH AREA SCHOOL DISTRICT<br>3RD.PART/EMOT.SUP/PUBLIC/TUITI              | 1,688.47  |
| 194910    | 6/28/2012  | NAZARETH MUSIC CENTER<br>MUSIC, INSTR,EHS,PROPERTY SVC                       | 3,835.00  |
| 194911    | 6/28/2012  | NORTHEASTERN BUILDING MAINTENANCE<br>JTL,CUST.,CONTR.PROPERTY SERV.          | 1,454.00  |
| 194912    | 6/28/2012  | OFFICE DIRECT, INC.<br>RES,PRIN.,GENERAL SUPPLIES                            | 64.98     |
| 194913    | 6/28/2012  | OFFICE MAX INCORPORATED<br>JTL,PRIN.,GENERAL SUPPLIES                        | 479.20    |
| 194914    | 6/28/2012  | OTIS ELEVATOR COMPANY<br>MSE,MAINT.BUILDING,REPAIR/MAIN                      | 598.27    |
| 194915    | 6/28/2012  | P & S GARAGE<br>SECURITY,EHN,EQUIP.REPAIR                                    | 434.00    |
| 194916    | 6/28/2012  | PA TREATMENT & HEALING<br>3RD,PART,ALT/SPEC ED.SEC.TUIT.                     | 34,175.40 |
| 194917    | 6/28/2012  | THE PACKAGING PLACE<br>BAND,JTL.POSTAGE                                      | 34.90     |
| 194918    | 6/28/2012  | MANVEL R PAGE<br>ITEC,GENERAL SUPPLIES                                       | 12.44     |
| 194919    | 6/28/2012  | PASBO<br>Prepayments   | 760.00    |
| 194920    | 6/28/2012  | PETROLEUM TRADERS CORP.<br>TRANSPORTATION,SOUTH,DIESEL                       | 43,066.83 |
| 194921    | 6/28/2012  | PETTY CASH TRANSPORTATION<br>TRANSPORTATION,GEN. SUPPLIES                    | 67.99     |
| 194922    | 6/28/2012  | PETTY CASH TRANSPORTATION<br>TRANSPORTATION,IN-DIST.MILEAGE                  | 6.50      |
| 194923    | 6/28/2012  | ROBERT & DONNA PHILLIPS<br>REFUND OF PRIOR YEAR REVENUE                      | 340.60    |
| 194924    | 6/28/2012  | PHONAK, LLC<br>SPEC.ED.,ACCESS,ELEM,NEW EQUIP                                | 1,504.39  |
| 194925    | 6/28/2012  | POSITIVE PROMOTIONS<br>TRANSPORTATION,GEN. SUPPLIES                          | 209.45    |
| 194926    | 6/28/2012  | PROSSER LABORATORIES, INC.<br>MAINT.,EHN,PROPERTY SERVICE                    | 1,545.00  |
| 194927    | 6/28/2012  | PSERS<br>RES, INSTR,RETIREMENT   | 1,390.27  |
| 194928    | 6/28/2012  | QUILL CORPORATION<br>SUPT., GEN. SUPPLIES                                    | 124.84    |
| 194929    | 6/28/2012  | READING SCHOOL DISTRICT<br>3RD.PART/EMOT.SUP/PUBLIC/TUITI                    | 3,080.00  |
| 194930    | 6/28/2012  | JOHN RENNA<br>ITEC,IN-DISTRICT MILEAGE                                       | 125.43    |

Bank: 11 PNC Bank (Concentration)

| Check no. | Check Date | Vendor name and comment  | Amount    |
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| 194931    | 6/28/2012  | RIEGLE PRESS, INC<br>Prepayments   | 122.37    |
| 194932    | 6/28/2012  | RYDIN DECAL<br>SECURITY, EHS, SUPPLIES   | 450.00    |
| 194933    | 6/28/2012  | THE SANDONE TIRE & BATTERY<br>TRANSPORTATION, TIRES  | 4,261.06  |
| 194934    | 6/28/2012  | SAW SALES AND MACHINERY CO.<br>TECH. ED., LIS, PROPERTY SERVICE                                    | 633.93    |
| 194935    | 6/28/2012  | SBP CONSULTING, INC.<br>TRANSPORTATION, PROF. CONT. SERV   | 5,000.00  |
| 194936    | 6/28/2012  | SCHOOL SPECIALTY<br>W9 Received: Y 1/01/2010<br>ART, EHS, SUPPLIES                                 | 1,656.01  |
| 194937    | 6/28/2012  | DESIREE SELINSKI<br>TRANSPORTATION, PARENT TRANSPOR  | 399.60    |
| 194938    | 6/28/2012  | POCONO SEW & VAC<br>F&CS, JTL, PROPERTY SERVICE  | 963.16    |
| 194939    | 6/28/2012  | SHRED-IT USA - NEWARK<br>RES, CUST., DISPOSAL SERVICE  | 184.05    |
| 194940    | 6/28/2012  | SIGNAL CONTROL PRODUCTS, INC.<br>GEN. MAINT., RES, SUPPLIES  | 30.96     |
| 194941    | 6/28/2012  | STEP BY STEP LEARNING, LLC<br>ACCOUNTABILITY BLOCK-BOOKS/PER                                       | 7,326.00  |
| 194942    | 6/28/2012  | KIM STEVENS<br>SPEC. ED. SUPV. INT. MILEAGE  | 45.07     |
| 194943    | 6/28/2012  | STRAND POOL SUPPLY, LLP<br>EHS, CUST., SUPPLIES  | 450.00    |
| 194944    | 6/28/2012  | STROUDSBURG AREA SCHOOL DISTRICT<br>TECH. ED., EHN, CERT/INSTR. CONF.                              | 1,904.48  |
| 194945    | 6/28/2012  | SUN LITHO-PRINT, INC.<br>EHN, PRIN., PRINTING  | 2,775.00  |
| 194946    | 6/28/2012  | SWEET, STEVENS, KATZ & WILLIAMS LLP<br>W9 Received: Y 1/06/2011<br>LEGAL SVCS, NEGOTIATION-SUPPORT | 1,202.50  |
| 194947    | 6/28/2012  | TRANE U.S. INC.<br>MAINT., MSE, PROPERTY SERVICE   | 3,192.25  |
| 194948    | 6/28/2012  | WALMART COMMUNITY/GEMB<br>SCIENCE, JTL, SUPPLIES   | 1,125.28  |
| 194949    | 6/28/2012  | WEST ED<br>ACCOUNTABILITY BLOCK, BOOKS/PER   | 21,496.10 |
| 194950    | 6/28/2012  | WEST END EQUIPMENT<br>MAINT., EHS, PROPERTY SERVICE  | 71.94     |
| 194951    | 6/28/2012  | WOLFINGTON BODY COMPANY, INC.<br>TRANSPORTATION, REPAIRS & PARTS                                   | 900.89    |
| 194952    | 6/28/2012  | XEROX CORPORATION<br>WEW101444   | 8,199.76  |
| 194953    | 6/29/2012  | FRIEDMAN ELECTRIC SUPPLY CO. INC.<br>EHS, CUST., SUPPLIES  | 544.68    |

Bank: 11 PNC Bank (Concentration)

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|           |               |                         | 1,855,564.67 |

End of Report - 11.10.41

**Bank: 40 CITIZENS BANK - ATHLETIC FUND SOUTH**

| Check no. | Check Date | Vendor name and comment  | Amount |
|-----------|------------|--|--------|
| 7089      | 5/02/2012  | TERRY GOLDEN<br>V GIRLS SOCCER OFFICIAL w/STBG                         | 66.00  |
| 7090      | 5/02/2012  | GEORGE KAZAKOS<br>JV GIRLS SOCCER OFFICIAL w/STBG                      | 54.00  |
| 7091      | 5/02/2012  | BRAD A. MICKLEY<br>V GIRLS SOCCER OFFICIAL w/STBG                      | 66.00  |
| 7092      | 5/02/2012  | ELIO SERPICO<br>JV GIRLS SOCCER OFFICIAL w/STBG                        | 54.00  |
| 7093      | 5/03/2012  | BRIAN BANNON<br>V BASEBALL OFFICIAL w/LEHIGHTON                        | 66.00  |
| 7094      | 5/03/2012  | WILLIAM BLOOM<br>JTL SOFTBALL OFFICIAL w/STROUDSBURG                   | 51.00  |
| 7095      | 5/03/2012  | DENNIS BRONG<br>V SOFTBALL OFFICIAL w/LEHIGHTON                        | 66.00  |
| 7096      | 5/03/2012  | MARK COTE<br>V BASEBALL OFFICIAL w/LEHIGHTON                           | 66.00  |
| 7097      | 5/03/2012  | GARY DAVIES<br>JTL SOFTBALL OFFICIAL w/STROUDSBURG                     | 51.00  |
| 7098      | 5/03/2012  | SALLY S. EDINGER<br>V TRACK OFFICIAL w/NORTH                           | 68.00  |
| 7099      | 5/03/2012  | BRUCE A. HEWETT<br>JTL GIRLS SOCCER OFFICIAL w/STBG                    | 68.00  |
| 7100      | 5/03/2012  | ROBERT HOLMES<br>FRESHMAN TRACK OFFICIAL                               | 68.00  |
| 7101      | 5/03/2012  | ANDREW KAMETZ<br>V SOFTBALL OFFICIAL w/LEHIGHTON                       | 66.00  |
| 7102      | 5/03/2012  | CHECK VOIDED   |        |
| 7103      | 5/03/2012  | CHECK VOIDED   |        |
| 7104      | 5/03/2012  | CHECK VOIDED   |        |
| 7105      | 5/03/2012  | CHECK VOIDED   |        |
| 7106      | 5/03/2012  | DANIEL TAYLOR SNYDER<br>JTL GIRLS SOCCER OFFICIAL w/STBG               | 68.00  |
| 7107      | 5/03/2012  | WILLIAM ALLEN ATHLETIC DEPARTMENT<br>G TRACK & FIELD ENTRY FEE 4-27-12 | 275.00 |
| 7108      | 5/07/2012  | MARK BROWN<br>START UP \$\$\$, MVC TRACK MEET 5-7-12                   | 600.00 |
| 7109      | 5/10/2012  | WILLIAM E. BELLAS<br>JV BASEBALL OFFICIAL w/NORTH                      | 54.00  |
| 7110      | 5/10/2012  | RONALD DEPAOLO<br>JV BASEBALL OFFICIAL w/NORTH                         | 54.00  |
| 7111      | 5/10/2012  | DON GERHART<br>JTL GIRLS SOCCER OFFICIAL w/PME                         | 68.00  |
| 7112      | 5/10/2012  | PETER A. GHELLER<br>JV SOFTBALL OFFICIAL w/NORTH                       | 54.00  |
| 7113      | 5/10/2012  | KEVIN M. HOFFMAN<br>V SOFTBALL OFFICIAL w/STROUDSBURG                  | 66.00  |
| 7114      | 5/10/2012  | ROBERT HOOVER<br>JTL GIRLS SOCCER OFFICIAL w/PME                       | 68.00  |

**Bank: 40 CITIZENS BANK - ATHLETIC FUND SOUTH**

| Check no. | Check Date | Vendor name and comment   | Amount   |
|-----------|------------|---|----------|
| 7115      | 5/10/2012  | JAMES LITTS<br>JTL BASEBALL OFFICIAL w/PAUPACK  | 51.00    |
| 7116      | 5/10/2012  | CARMEN MARTUCCI<br>JTL SOFTBALL OFFICIAL w/PV   | 51.00    |
| 7117      | 5/10/2012  | PAUL D. MENDITTO<br>JTL BASEBALL OFFICIAL w/PAUPACK                                     | 51.00    |
| 7118      | 5/10/2012  | RICHARD MONDSCHHEIN<br>V BASEBALL OFFICIAL w/STROUDSBURG                                | 66.00    |
| 7119      | 5/10/2012  | MOUNTAIN VALLEY CONFERENCE<br>MVC TRACK MEET RE-IMBURSE 5-7-12                          | 1,081.00 |
| 7120      | 5/10/2012  | TIMOTHY PETERS<br>V BASEBALL OFFICIAL w/STROUDSBURG                                     | 66.00    |
| 7121      | 5/10/2012  | WALTER SYPERSKI<br>JV SOFTBALL OFFICIAL w/NORTH   | 54.00    |
| 7122      | 5/10/2012  | JAMES W. VON BROOCK<br>JTL SOFTBALL OFFICIAL w/PV                                       | 51.00    |
| 7123      | 5/10/2012  | MARK R. WEIL<br>V SOFTBALL OFFICIAL w/STROUDSBURG                                       | 66.00    |
| 7124      | 5/17/2012  | WILLIAM BLOOM<br>JTL SOFTBALL OFFICIAL w/LEHMAN   | 51.00    |
| 7125      | 5/17/2012  | MARK BROWN<br>START UP \$, MVC SOFTBALL GAME 5-18                                       | 300.00   |
| 7126      | 5/17/2012  | GARY DAVIES<br>JTL SOFTBALL OFFICIAL w/LEHMAN   | 51.00    |
| 7127      | 5/17/2012  | DAVID MAGGIPINTO<br>JTL GIRLS SOCCER OFFICIAL w/LEHMAN                                  | 68.00    |
| 7128      | 5/17/2012  | GLENN MINNICK<br>JTL G SOCCER OFFICIAL w/LEHMAN   | 68.00    |
| 7129      | 5/17/2012  | POTTSVILLE CRIMSON TIDE SWIM BOOSTERS<br>SWIM ENTRY FEE, 12-7-12                        | 150.00   |
| 7130      | 5/22/2012  | MEDHAT ELSAYED<br>JTL GIRLS SOCCER OFFICIAL w/BANGOR                                    | 68.00    |
| 7131      | 5/22/2012  | MOUNTAIN VALLEY CONFERENCE<br>RE-IMBURSE MVC SOFTBALL CHAMP GAME                        | 277.00   |
| 7132      | 5/22/2012  | MOUNTAIN VALLEY CONFERENCE<br>2012-2013 DUES  | 7,500.00 |
| 7133      | 5/22/2012  | SHIPPENSBURG UNIVERSITY FOUNDATION<br>W9 Received: Y<br>TRACK ENTRY FEE STATES, 5-24-12 | 1,377.00 |
| 7134      | 5/22/2012  | DANIEL K. SNYDER<br>JTL GIRLS SOCCER OFFICIAL w/BANGOR                                  | 68.00    |
| 7135      | 5/22/2012  | ROBERT WILSON<br>MEAL MONEY TRACK STATES, 5-23-12                                       | 117.00   |
| 7136      | 6/07/2012  | MARK BROWN<br>stop watches, mascot cleaning   | 43.19    |
| 7137      | 6/07/2012  | DESALES UNIVERSITY ATHLETIC DEPT.<br>G CROSS COUNTRY ENTRY FEE 9-8-12                   | 150.00   |
| 7138      | 6/15/2012  | MORAVIAN ACADEMY LION INVITATIONAL<br>B CROSS COUNTRY ENTRY FEE, 8-31-12                | 150.00   |

**Bank: 40 CITIZENS BANK - ATHLETIC FUND SOUTH**

| Check no. | Date | Vendor name and comment | Amount    |
|-----------|------|-------------------------|-----------|
| -----     |      |                         | -----     |
|           |      |                         | -----     |
|           |      |                         | 14,092.19 |

End of Report - 9.28.16



Bank: 41 PNC BANK-ATHLETIC FUND NORTH

| Check no. | Date      | Vendor name and comment   | Amount |
|-----------|-----------|---|--------|
| 8546      | 5/01/2012 | CHECK VOIDED  |        |
| 8547      | 5/01/2012 | CHECK VOIDED  |        |
| 8548      | 5/01/2012 | CHECK VOIDED  |        |
| 8549      | 5/01/2012 | CHECK VOIDED  |        |
| 8550      | 5/01/2012 | CHECK VOIDED  |        |
| 8551      | 5/01/2012 | DANIEL K. SNYDER<br>LEH GIRLS SOCCER OFFICIAL w/JTL                           | 68.00  |
| 8552      | 5/01/2012 | E. W. NED STRONG<br>LEH GIRLS SOCCER OFFICIAL w/JTL                           | 68.00  |
| 8553      | 5/01/2012 | CHECK VOIDED  |        |
| 8554      | 5/03/2012 | CHECK VOIDED  |        |
| 8555      | 5/03/2012 | LEO BONISESE, JR.<br>V BASEBALL OFFICIAL w/WM ALLEN                           | 66.00  |
| 8556      | 5/03/2012 | CHECK VOIDED  |        |
| 8557      | 5/03/2012 | CHECK VOIDED  |        |
| 8558      | 5/03/2012 | STEVENS A. HESS<br>V/JV GIRLS SOCCER OFFICIAL w/SOUTH                         | 102.00 |
| 8559      | 5/03/2012 | CHECK VOIDED  |        |
| 8560      | 5/03/2012 | CHECK VOIDED  |        |
| 8561      | 5/03/2012 | CHECK VOIDED  |        |
| 8562      | 5/03/2012 | WILLIAM G. PENSYL<br>V BASEBALL OFFICIAL w/WM ALLEN                           | 66.00  |
| 8563      | 5/03/2012 | CHECK VOIDED  |        |
| 8564      | 5/03/2012 | MICHAEL SCHRODER<br>V/JV GIRLS SOCCER OFFICIAL w/SOUTH                        | 102.00 |
| 8565      | 5/03/2012 | CHECK VOIDED  |        |
| 8566      | 5/03/2012 | CHECK VOIDED  |        |
| 8567      | 5/03/2012 | WILLIAM ALLEN ATHLETIC DEPARTMENT<br>G TRACK & FIELD ENTRY FEE 4-27-12        | 275.00 |
| 8568      | 5/07/2012 | BRIAN BANNON<br>V BASEBALL OFFICIAL w/PME                                     | 66.00  |
| 8569      | 5/07/2012 | BRUCE FICHTER<br>V BASEBALL OFFICIAL w/PME                                    | 66.00  |
| 8570      | 5/07/2012 | JOHN C. FLEMING<br>LEH G SOCCER OFFICIAL w/HONESDALE                          | 68.00  |
| 8571      | 5/07/2012 | ROBERT KNOPF<br>V SOFTBALL OFFICIAL w/PME                                     | 66.00  |
| 8572      | 5/07/2012 | CARMEN MARTUCCI<br>V SOFTBALL OFFICIAL w/PME                                  | 66.00  |
| 8573      | 5/07/2012 | ELIO SERPICO<br>LEH GIRLS SOCCER OFFICIAL w/HONESDA                           | 68.00  |
| 8574      | 5/09/2012 | CHECK VOIDED  |        |
| 8575      | 5/09/2012 | CHECK VOIDED  |        |
| 8576      | 5/09/2012 | DISTRICT XI TENNIS SCHOLAR ATHLETE BANQ<br>DIST XI TENNIS SCH ATHLETE-DeSILVA | 125.00 |
| 8577      | 5/09/2012 | CHECK VOIDED  |        |
| 8578      | 5/09/2012 | CHECK VOIDED  |        |
| 8579      | 5/10/2012 | LEO BONISESE, JR.<br>V BASEBALL OFFICIAL w/SOUTH                              | 66.00  |

**Bank: 41 PNC BANK-ATHLETIC FUND NORTH**

| Check no. | Date      | Vendor name and comment  | Amount    |
|-----------|-----------|--|-----------|
| 8580      | 5/10/2012 | FRANK BONO<br>LEH SOFTBALL OFFICIAL w/STBG   | 51.00     |
| 8581      | 5/10/2012 | TONY BORGER<br>LEH GIRLS SOCCER OFFICIAL w/DVMS  | 68.00     |
| 8582      | 5/10/2012 | CHECK VOIDED   |           |
| 8583      | 5/10/2012 | JOSEPH DIORIO<br>V SOFTBALL OFFICIAL w/SOUTH   | 66.00     |
| 8584      | 5/10/2012 | CHUCK MALITSCH<br>V BASEBALL OFFICIAL w/SOUTH  | 66.00     |
| 8585      | 5/10/2012 | JOHN T. MALOSH<br>LEH SOFTBALL OFFICIAL w/STBG   | 51.00     |
| 8586      | 5/10/2012 | ROBERT NEUBERT<br>V SOFTBALL OFFICIAL w/SOUTH  | 66.00     |
| 8587      | 5/10/2012 | DANIEL K. SNYDER<br>LEH GIRLS SOCCER OFFICIAL w/DVMS                                   | 68.00     |
| 8588      | 5/17/2012 | RICK BENNETT<br>JV BASEBALL OFFICIAL w/PIUS X  | 54.00     |
| 8589      | 5/17/2012 | CHECK VOIDED   |           |
| 8590      | 5/17/2012 | CHECK VOIDED   |           |
| 8591      | 5/17/2012 | CHECK VOIDED   |           |
| 8592      | 5/17/2012 | POTTSVILLE CRIMSON TIDE SWIM BOOSTERS<br>ENTRY FEE, 12-7-12                            | 150.00    |
| 8593      | 5/17/2012 | CHECK VOIDED   |           |
| 8594      | 5/17/2012 | TODD STEHLE<br>JV BASEBALL OFFICIAL w/PIUS X   | 54.00     |
| 8595      | 5/22/2012 | JASON P LEAP<br>MEAL MONEY, STATES TRACK 5-23-12                                       | 117.00    |
| 8596      | 5/22/2012 | DAVID MAGGIPINTO<br>LEH GIRLS SOCCER OFFICIAL w/NO POCO                                | 68.00     |
| 8597      | 5/22/2012 | MOUNTAIN VALLEY CONFERENCE<br>2012-2013 LEAGUE DUES                                    | 7,500.00  |
| 8598      | 5/22/2012 | BARRY SCHAFFER<br>LEHMAN BASEBALL OFFICIAL w/JTL                                       | 51.00     |
| 8599      | 5/22/2012 | JOHN RICK SHAMBURGER<br>LEHMAN BASEBALL OFFICIAL w/JTL                                 | 51.00     |
| 8600      | 5/22/2012 | SHIPPENSBURG UNIVERSITY FOUNDATION<br>W9 Received: Y<br>TRACK STATE ENTRY FEE, 5-24-12 | 1,495.00  |
| 8601      | 5/22/2012 | RONALD J. WABERSKI<br>LEH GIRLS SOCCER OFFICIAL w/NO POCO                              | 68.00     |
| 8602      | 6/07/2012 | DESALES UNIVERSITY ATHLETIC DEPT.<br>G CROSS COUNTRY ENTRY FEE 9-8-12                  | 150.00    |
| 8603      | 6/15/2012 | MORAVIAN ACADEMY LION INVITATIONAL<br>B CROSS COUNTRY ENTRY FEE, 8-31-12               | 150.00    |
|           |           |  | 11,682.00 |

**EAST STROUDSBURG AREA SCHOOL DISTRICT  
CAPITAL PROJECTS - BOND FUND - 2011-2012**

**Jun-12**

| DATE                   | PNC CONST        | 2008 PLGIT      | 2011A           | 2011D (QZAB)    | 2012A           | TOTAL           |
|------------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <i>*Interest Rates</i> | <i>.15% APYE</i> | <i>.02% MDY</i> | <i>.02% MDY</i> | <i>.02% MDY</i> | <i>.02% MDY</i> |                 |
| Beg Bal                | \$ 68,304.57     | \$ 329,996.86   | \$ 654,675.45   | \$ 456,728.48   | \$ 2,331,573.48 | \$ 3,841,278.84 |
| ADJ TO BEG BAL         |                  |                 |                 |                 |                 |                 |
| Deposit                |                  |                 |                 |                 |                 |                 |
| Transfers              | \$ 45,855.45     |                 |                 |                 |                 |                 |
| Interest               | \$ 7.40          | \$ (10,643.45)  | \$ (35,212.00)  |                 |                 |                 |
| Expense                | \$ (45,864.45)   | \$ 4.44         | \$ 8.73         | \$ 6.23         | \$ 31.79        | \$ 58.59        |
|                        |                  |                 |                 |                 |                 | \$ (45,864.45)  |
| End Bal                | \$ 68,302.97     | \$ 319,357.85   | \$ 619,472.18   | \$ 456,734.71   | \$ 2,331,605.27 | \$ 3,795,472.98 |

\*APYE Annual Percentage Yield Earned  
MDY Monthly Distribution Yield

**EAST STROUDSBURG AREA SCHOOL DISTRICT  
STATEMENT OF CASH / CAPITAL RESERVE FUND  
2011-2012**

|  | <u>June 30, 2012</u> |                        | <u>July 1, 2011 June 30, 2012</u> |                        | <u>Prior Year July 1, 2010 to June 30, 2011</u> |                        |
|--|----------------------|------------------------|-----------------------------------|------------------------|---|------------------------|
| <b>Beginning Balance:</b>              |                      | \$ 3,193,190.58        |                                   | \$ 2,964,118.89        |   | \$ 557,791.32          |
| <b>Adjustment to Beginning Balance</b> |                      |                        |                                   |                        |   |                        |
| <b>Deposit:</b>                        | \$ 750,000.00        | \$ 750,000.00          | \$ 1,311,780.17                   |                        | \$ 2,655,364.59                                 |                        |
| <b>Recoverable Bus Purchase:</b>       |                      |                        |                                   |                        |   |                        |
| Reimbursement to/from G.F.             |                      |                        | \$ -                              |                        | 0.00  |                        |
| Reimbursement to/from PLGIT            |                      |                        | \$ -                              |                        | 0.00  |                        |
| Wolflington Bus Buy Back               |                      | -                      | -                                 | 1,311,780.17           | 0.00  | 2,655,364.59           |
| <b>Interest:</b>                       |                      |                        |                                   |                        |   |                        |
| PLGIT .02% *MDY                        | \$ 48.99             | 48.99                  | 753.61                            | 753.61                 | 420.50  | 420.50                 |
| <b>TOTAL RECEIPTS</b>                  |                      | 750,048.99             |                                   | 1,312,533.78           |   | 2,655,785.09           |
| <b>TOTAL RESOURCES</b>                 |                      | <u>\$ 3,943,239.57</u> |                                   | <u>\$ 4,276,652.67</u> |   | <u>\$ 3,213,576.41</u> |
| <b>Disbursements:</b>                  |                      |                        |                                   |                        |   |                        |
| Transportation - New Buses             |                      |                        | \$ -                              |                        | 0.00  |                        |
| Due to General Fund                    |                      |                        | -                                 |                        | 19,759.99                                       |                        |
| Due to PLGIT                           |                      |                        | -                                 |                        | 0.00  |                        |
| Land Acquisition Costs                 |                      |                        | -                                 |                        | 0.00  |                        |
| Architect/Engineer-JTL                 |                      |                        | 7,797.00                          |                        | 0.00  |                        |
| District Security - JTL                |                      |                        | -                                 |                        | 0.00  |                        |
| District Security - HSN                |                      |                        | -                                 |                        | 0.00  |                        |
| District Security - JM Hill            |                      |                        | -                                 |                        | 0.00  |                        |
| District Security - Resica             |                      |                        | -                                 |                        | 0.00  |                        |
| District Security - Bushkill           |                      |                        | -                                 |                        | 0.00  |                        |
| District Security                      |                      |                        | -                                 |                        | 32,197.66                                       |                        |
| District Software                      |                      |                        | -                                 |                        | 0.00  |                        |
| District Tech Equipment                |                      |                        | -                                 |                        | 4,004.99  |                        |
| Cust Supplies - Bushkill               |                      |                        | 231.65                            |                        | 7,620.00  |                        |
| Land Imp. - JMH                        |                      |                        | -                                 |                        | 2,961.21  |                        |
| Maint. - BES                           |                      |                        | -                                 |                        | 21,806.43                                       |                        |
| Maint. - RES                           |                      |                        | 12,700.00                         |                        | 12,478.70                                       |                        |
| Maint. - JMH                           |                      |                        | 28,994.55                         |                        | 44,549.02                                       |                        |
| Maint. - MSE                           |                      |                        | -                                 |                        | 0.00  |                        |
| Maint. - SME                           |                      |                        | -                                 |                        | 0.00  |                        |
| Maint. - HSN                           |                      |                        | -                                 |                        | 0.00  |                        |
| Maint. - HSS                           |                      |                        | 184,913.07                        |                        | 13,700.00                                       |                        |
| Maint. - JTL                           |                      |                        | 2,430.02                          |                        | 0.00  |                        |
| Maint. - LEH                           |                      |                        | -                                 |                        | 0.00  |                        |
| Bldg Imp. - BSE                        |                      |                        | -                                 |                        | 0.00  |                        |
| Bldg Imp. - HSN                        |                      |                        | 626.51                            |                        | 369.00  |                        |
| Bldg Imp. - HSS                        |                      |                        | -                                 |                        | 0.00  |                        |
| Bldg Imp. - JMH                        |                      |                        | -                                 |                        | 4,000.00  |                        |
| Bldg Imp. - JTL                        |                      |                        | -                                 |                        | 0.00  |                        |
| Bldg Imp. - LIS                        |                      |                        | -                                 |                        | 3,988.27  |                        |
| Bldg Imp. - ESE                        |                      |                        | -                                 |                        | 0.00  |                        |
| Bldg Imp. - MSE                        |                      |                        | -                                 |                        | 0.00  |                        |
| Bldg Imp. - RES                        |                      |                        | -                                 |                        | 2,558.81  |                        |
| Site Imp. - Trans                      |                      |                        | -                                 |                        | 0.00  |                        |
| Site Imp. - District                   |                      |                        | -                                 |                        | 0.00  |                        |
| Site Imp. - BES                        |                      |                        | -                                 |                        | 5,002.00  |                        |
| Site Imp. - HSN                        |                      |                        | -                                 |                        | 1,203.32  |                        |
| Site Imp. - HSS                        |                      |                        | -                                 |                        | 0.00  |                        |
| Site Imp. - JMH                        |                      |                        | 95,720.30                         |                        | 29,780.11                                       |                        |
| Site Imp. - JTL                        |                      |                        | -                                 |                        | 13,392.00                                       |                        |
| Site Imp. - SME                        |                      |                        | -                                 |                        | 0.00  |                        |
| Site Imp. - RES                        |                      |                        | -                                 |                        | 0.00  |                        |
| Site Imp. - LIS                        |                      |                        | -                                 |                        | 0.00  |                        |
| Site Imp. - ESE                        |                      |                        | -                                 |                        | 0.00  |                        |
| Site Imp. - MSE                        |                      |                        | -                                 |                        | 0.00  |                        |
|  |                      |                        |                                   | 333,413.10             | 30,086.01                                       | 249,457.52             |
| <b>Ending Balance</b>                  |                      | <u>\$ 3,943,239.57</u> |                                   | <u>\$ 3,943,239.57</u> |   | <u>\$ 2,964,118.89</u> |
| <b>Cash Summary:</b>                   |                      |                        |                                   |                        |   |                        |
| PLGIT                                  | 3,943,239.57         |                        | \$ 3,943,239.57                   |                        | 2,964,118.89                                    |                        |
| <b>Ending Balance</b>                  |                      | <u>\$ 3,943,239.57</u> |                                   | <u>\$ 3,943,239.57</u> |   | <u>\$ 2,964,118.89</u> |

\*Interest Rate  
MDY (Monthly Distribution Yield)

262

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
**STATEMENT OF CASH / GENERAL FUND (FUNDS 10 & 19)**  
**June 30, 2012**

|  | June 30, 2012 |               | July 1, 2011 to June 30, 2012 |               | Prior Year July 1, 2010 to June 30, 2011 |               |
|--|---------------|---------------|-------------------------------|---------------|--|---------------|
| <b>Beginning Balance:</b>                      | \$            | 53,510,479.59 | \$                            | 41,565,145.23 | \$                                       | 32,967,161.48 |
| <b>Adjustment to Beginning Balance</b>         | \$            | (22,722.15)   | \$                            | (231.27)      |  |               |
| <b>Receipts:</b>                               |               |               |                               |               |  |               |
| Earned Income Tax                              | \$            | 224,869.94    | 2,868,857.20                  |               | \$                                       | 3,054,967.42  |
| Occupational Privilege Tax                     | 8,050.88      | \$ 232,920.82 | 70,650.14                     | 2,939,507.34  | 72,373.48                                | 3,127,340.90  |
| <b>Real Estate Transfer Tax:</b>               |               |               |                               |               |  |               |
| Monroe   | \$            | 59,758.62     | 485,012.06                    |               | \$                                       | 410,415.09    |
| Pike   | 10,351.22     | 70,109.84     | 100,612.78                    | 585,624.84    | 152,288.18                               | 562,703.27    |
| <b>Delinquent Taxes</b>                        |               |               |                               |               |  |               |
| Monroe   | \$            | 143,451.02    | 6,222,795.85                  |               | \$                                       | 5,457,823.82  |
| Pike   | -             | 143,451.02    | 1,876,583.19                  | 8,099,379.04  | 1,958,302.63                             | 7,416,126.45  |
| <b>Real Estate Taxes:</b>                      |               |               |                               |               |  |               |
| East Stroudsburg                               | \$            | -             | 11,385,710.12                 |               | \$                                       | 11,069,838.21 |
| Middle Smithfield                              | 9,129.18      |               | 32,748,434.45                 |               | 34,375,395.52                            |               |
| Price  | 32,013.84     |               | 6,171,832.00                  |               | 5,943,973.44                             |               |
| Smithfield                                     | -             |               | 16,617,934.30                 |               | 16,302,431.11                            |               |
| Lehman   | 2,030.94      |               | 20,447,344.66                 |               | 19,586,383.71                            |               |
| Porter   | -             | 43,173.96     | 1,919,719.13                  | 89,290,974.66 | 1,833,950.96                             | 89,111,972.95 |
| <b>Interest:</b>                               |               |               |                               |               |  |               |
| PNC - ATHLETICS .15% **APYE                    | \$            | 1.81          | 15.09                         |               | \$                                       | 15.67         |
| CITIZENS - ATHLETICS                           |               |               |                               |               | \$                                       | 5.96          |
| PLGIT .02% **MDY                               | \$            | 123.70        | 2,941.37                      |               | \$                                       | 4,036.10      |
| PLGIT/PLUS .04% **MDY                          |               | 573.18        | 2,313.08                      |               |  | 10,231.46     |
| PLGIT/CD's *Multiple Rates                     |               |               | 10,388.92                     |               |  |               |
| PSDLAF .2%                                     |               | 5,111.96      | 52,787.88                     |               |  | 62,064.06     |
| PNC NOW .15% **APYE                            |               | 677.35        | 19,950.15                     |               |  | 15,528.30     |
| PNC MMA  |               | 6,488.00      | -                             | 88,396.49     | 1.20                                     | 91,882.75     |
| <b>ACH State Transfers:</b>                    |               |               |                               |               |  |               |
| Basic Ed                                       | \$            | 2,950,310.95  | 11,175,916.99                 |               | \$                                       | 10,603,382.22 |
| All Ed for Disr Yth                            |               |               | -                             |               |  | 485,669.40    |
| Charter School Tr                              |               |               | -                             |               |  | -             |
| DEP  |               |               | -                             |               |  | -             |
| DCED Anti Gang Initiative                      |               |               | -                             |               |  | -             |
| Drivers Ed                                     |               |               | -                             |               |  | 5,851.00      |
| Dual Enrollment                                |               |               | (1,490.72)                    |               |  | 616,646.75    |
| Education Assistance                           |               |               | -                             |               |  | -             |
| Grant  |               |               | -                             |               |  | -             |
| Health Reimb                                   |               |               | 164,847.33                    |               |  | 171,307.00    |
| Homebound                                      |               |               | -                             |               |  | -             |
| Incarcerated Ed                                |               |               | -                             |               |  | -             |
| Lieu of Taxes                                  |               |               | 73,644.42                     |               |  | 50,987.31     |
| Colonial IU20 Refund                           |               |               | -                             |               |  | -             |
| NP Transportation                              | 58,255.75     |               | 118,741.06                    |               |  | 153,574.69    |
| NSLP Sub                                       | 209,956.93    |               | 1,806,318.17                  |               |  | 1,835,642.13  |
| 09/10 Excess Revenue - MCTI                    |               |               | -                             |               |  | 153,177.35    |
| PA Accountability Grant                        |               |               | 504,703.00                    |               |  | 1,284,600.00  |
| Perf Incentives                                |               |               | -                             |               |  | -             |
| Property Tax Relief                            |               |               | 4,341,927.75                  |               |  | 4,345,729.94  |
| PURTA  |               |               | 133,733.60                    |               |  | 123,666.27    |
| Rental Subsidy                                 | 69,008.38     |               | 2,733,881.37                  |               |  | 890,156.80    |
| Retirement                                     | 808,616.83    |               | 2,637,836.14                  |               |  | 1,927,054.97  |
| SD Special Ed Funding                          | 900,870.26    |               | 3,650,250.15                  |               |  | 3,212,976.22  |
| SD Transportation                              | 903,767.97    |               | 3,175,024.97                  |               |  | 3,379,597.75  |
| Section 1305/1306                              | 493,053.94    |               | 493,053.94                    |               |  | 594,614.81    |
| Social Security                                | 259,893.81    |               | 2,548,899.49                  |               |  | 2,752,674.37  |
| Tuition Transfer                               |               |               | -                             |               |  | -             |
| Vocational Ed-PDE                              |               |               | -                             |               |  | 56,974.00     |
| Vocational Ed-MCTI                             |               |               | 191,962.87                    |               |  | -             |
| Ward of State                                  |               |               | 18,267.51                     |               |  | 27,562.12     |
| WIA Summer Youth                               |               | 6,653,734.82  | -                             | 33,767,518.04 | 14,991.00                                | 32,686,836.10 |
| <b>Federal Revenue:</b>                        |               |               |                               |               |  |               |
| Access   |               |               | 942,058.01                    |               |  | 554,001.50    |
| Academic Achievement                           |               |               | -                             |               |  | 5,400.00      |
| ARRA - Fiscal Stabilization-Basic Ed           |               |               | 253,506.30                    |               |  | 1,514,206.50  |
| ARRA - IDEA                                    |               |               | 203,109.37                    |               |  | 1,179,394.00  |
| ARRA - Title I Part A Grant                    |               |               | -                             |               |  | 134,360.00    |
| ARRA - Title I School Improvement Grant        |               |               | -                             |               |  | 62,210.82     |
| Impact Aid                                     |               |               | 429,254.00                    |               |  | 15,000.00     |
| IU 20 IDEA                                     |               |               | 1,363,831.64                  |               |  | 455,815.00    |
| Pregnant & Parent                              |               |               | -                             |               |  | 1,607,411.37  |
| Program Improvement-Set Aside                  | 7,785.88      |               | 146,987.20                    |               |  | 76,728.74     |
| Title I  | 72,895.84     |               | 965,592.56                    |               |  | 978,386.92    |
| Title II                                       | 17,175.76     |               | 194,299.95                    |               |  | 285,373.70    |
| Title III                                      | 10,297.00     |               | 95,611.00                     |               |  | 75,632.94     |
| Title V  |               |               | -                             |               |  | -             |
| Title VI                                       |               | 108,154.48    | -                             | 4,594,250.03  | -  | 6,943,921.49  |
| <b>Other Revenue:</b>                          |               |               |                               |               |  |               |
| Athletic Events                                | \$            | 180.75        | 79,407.41                     |               | \$                                       | 145,952.86    |
| Transfer from General Fund to Athletics        | \$            | 20,000.00     | 40,000.00                     |               |  | -             |
| Refunds  | \$            | 2,822.71      | 58,971.90                     |               | \$                                       | 5,750.22      |
| Miscellaneous                                  | 1,564.95      |               | 106,563.91                    |               |  | 100,080.10    |
| Jury Duty Reimb                                | 51.64         |               | 3,529.71                      |               |  | -             |
| Local Grants                                   |               |               | 21,940.00                     |               |  | -             |
| Bus Reimbursement-Outside ESASD                | 3,280.00      |               | 4,305.00                      |               |  | -             |
| Donations                                      |               |               | 1,000.00                      |               |  | 1,000.00      |
| Federal Subsidy Payment for 2010A              |               |               | 29,463.00                     |               |  | -             |
| Federal Subsidy Payment for 2011D              |               |               | 9,890.64                      |               |  | -             |
| Parking Permits/Smoking Fines/Locker Fees/ID's | 191.00        |               | 3,883.72                      |               |  | 2,394.75      |
| Cell Tower                                     |               |               | 13,315.30                     |               |  | 13,176.28     |
| Online Summer School                           |               |               | 18,459.00                     |               |  | 15,540.00     |
| Credit Recovery Program                        |               |               | 2,684.00                      |               |  | 185.00        |
| Use of Facilities                              |               |               | 23,204.37                     |               |  | 61,159.80     |
| Use of Facilities Deposit                      |               |               | 783.00                        |               |  | -             |
| QSCB Federal Subsidy                           |               |               | 29,463.15                     |               |  | 26,025.65     |
| Restitutions                                   | 180.30        |               | 2,009.15                      |               |  | 16,018.64     |
| Settlement Proceeds                            |               |               | 55.19                         |               |  | 11,613.86     |
| Shawnee Academy                                |               | 28,271.35     | 6,432.49                      | 455,360.94    | 1,177,935.19                             | 1,576,832.35  |

**EAST STROUDSBURG AREA SCHOOL DISTRICT  
STATEMENT OF CASH / GENERAL FUND (FUNDS 10 & 19)  
June 30, 2012**

|   | June 30, 2012           | July 1, 2011 to June 30, 2012 | Prior Year July 1, 2010 to June 30, 2011 |
|---|-------------------------|-------------------------------|--|
| <b>Credit to Expense:</b>                       |                         |                               |  |
| Wage/Tuition Reimb                              |                         | 23,949.45                     | \$ 21,477.99                             |
| Misc. Expensa                                   |                         | 93.83                         | -  |
| Cafeteria Reimb                                 |                         | 150.00                        | 64.00                                    |
| Misc. Reimb/Refunds                             | 103,117.86              | 400,643.42                    | 234,011.34                               |
| Insurance Reimbursements                        |                         | 37,150.22                     | -  |
| Bus Reimbursement-Inside ESASD                  | 3,400.00                | 11,700.00                     | -  |
| Custodian/Security Fees                         |                         | -                             | -  |
| Donations                                       |                         | -                             | 100.00                                   |
| Obligations                                     | 2,016.27                | 8,056.04                      | 6,582.79                                 |
| Bond/Const. Fund to GF                          |                         | 3,087.50                      | 1,790.00                                 |
| Capital Reserve to GF                           |                         | -                             | 19,274.99                                |
| Concession Stand to GF                          |                         | -                             | 1,200.00                                 |
| Special/Student Activity to GF                  | 769.20                  | 6,455.46                      | 12,220.17                                |
| Sub Teacher Permits                             |                         | 535.00                        | 535.00                                   |
| PayPal to GF                                    |                         | -                             | -  |
| Portnoff Fees                                   |                         | 1,515.36                      | 45,676.72                                |
| MCTI  |                         | 203,521.08                    | -  |
| Bus Buy-Back (Wolflington)                      | 1,417,370.00            | 1,417,370.00                  | 2,330,800.00                             |
| Shawnee Reconciliation                          |                         | -                             | -  |
| Blue Cross Pym/COBRA                            | 33,111.85               | 219,613.96                    | 238,159.33                               |
|   | 1,559,785.18            | 2,333,841.32                  | 2,911,892.33                             |
| <b>TOTAL RECEIPTS</b>                           | <u>\$ 8,846,089.47</u>  | <u>142,154,852.70</u>         | <u>144,429,508.59</u>                    |
| <b>TOTAL RESOURCES</b>                          | <u>\$ 62,333,846.91</u> | <u>183,719,766.66</u>         | <u>177,396,670.07</u>                    |
| <b>Disbursements:</b>                           |                         |                               |  |
| Accounts Payable - Athletics (South)            | 343.19                  | 78,925.29                     | 76,093.52                                |
| Accounts Payable - Athletics (North)            |                         | 300.00                        | 52,725.05                                |
| Accounts Payable                                | 5,232,987.01            | 52,826,189.20                 | 55,093,278.33                            |
| Payroll   | 3,476,332.18            | 41,361,041.99                 | 42,147,229.36                            |
| Investment Fees                                 |                         | 4,427.47                      | 1,256.43                                 |
| Prior Months Voids/Adj - Athletics              |                         | (286.00)                      | -  |
| Prior Months Voids/Adj                          | 16.95                   | (34,587.24)                   | (12,792.03)                              |
| Accrued Interest                                |                         | -                             | -  |
| 2004A GON Principal & Int                       |                         | 393,025.00                    | 568,475.00                               |
| 2006 GOB Principal & Int                        |                         | -                             | 2,178,437.02                             |
| 2007 GON Principal & Int                        |                         | 3,632,553.75                  | 7,355,210.00                             |
| 2007A GOB Principal & Int                       |                         | 3,665,000.00                  | 2,300,000.00                             |
| 2008 GOB Principal & Int                        |                         | 1,617,582.50                  | 1,617,782.50                             |
| 2009 GOB Principal & Int                        |                         | 67,937.50                     | 68,025.00                                |
| 2009A GOB Principal & Int                       |                         | 879,112.50                    | 528,400.00                               |
| 2009 GON Principal & Int                        |                         | 379,337.50                    | 379,337.50                               |
| 2010 GOB Principal & Int                        |                         | 2,987,400.00                  | 1,556,382.08                             |
| 2010A GOB Principal & Int                       |                         | 895,512.50                    | 320,176.85                               |
| 2010A QSCB Principal & Int                      |                         | 65,999.66                     | 26,941.67                                |
| 2011 GOB Principal & Int                        |                         | 493,176.73                    | -  |
| 2011A GOB Principal & Int                       |                         | 77,417.72                     | -  |
| 2011D QZAB Principal & Int                      |                         | 9,890.64                      | -  |
| 2012 GOB Principal & Int                        |                         | 54,963.34                     | -  |
| 2012A GOB Principal & Int                       |                         | 28,068.33                     | -  |
| GOB CP \$37.5M                                  |                         | -                             | -  |
| Blue Cross Payment (EBTEP)                      | 2,114,562.56            | 17,486,621.17                 | 14,500,126.36                            |
| Due to/from Capital Projects                    |                         | -                             | -  |
| Due to/from Capital Reserves                    | 750,000.00              | 1,306,000.00                  | 2,602,240.00                             |
| 96 VRLP \$7M Principal, Int & Annual Trust Fee  | 8,836.58                | 446,465.82                    | 444,931.37                               |
| 96 VRLP \$10M Principal, Int & Annual Trust Fee | 6,086.91                | 663,870.91                    | 664,308.83                               |
| T.R.A.N. & Interest                             |                         | -                             | -  |
| Bus Buy-Back (Wolflington)                      |                         | -                             | -  |
| <b>Balance:</b>                                 | <u>\$ 11,589,465.38</u> | <u>3,510,590.00</u>           | <u>3,362,960.00</u>                      |
|   | <u>\$ 50,744,381.53</u> | <u>50,744,381.53</u>          | <u>41,565,145.23</u>                     |
| <b>CASH SUMMARY (FUNDS 10 &amp; 19):</b>        |                         |                               |  |
| PNC - Athletics (Fund 19)                       | \$ 4,455.65             | 4,455.65                      | \$ 14,449.21                             |
| CITIZENS - Athletics (Fund 19)                  | \$ 4,760.77             | 4,760.77                      | \$ 13,132.85                             |
| PNC Bank - NOW (Fund 10)                        | \$ 7,256,427.97         | 7,256,427.97                  | \$ 4,519,583.22                          |
| PSDLAF (Fund 10)                                | 30,760,815.24           | 30,760,815.24                 | 19,708,027.36                            |
| PLGIT (Fund 10)                                 | 4,702,071.04            | 4,702,071.04                  | 11,275,101.73                            |
| PLGIT/PLUS (Fund 10)                            | 5,042,850.86            | 5,042,850.86                  | 5,042,850.86                             |
| PLGIT/CD (Fund 10)                              | 2,973,000.00            | 2,973,000.00                  | 992,000.00                               |
| <b>Balance (Funds 10 &amp; 19):</b>             | <u>\$ 50,744,381.53</u> | <u>50,744,381.53</u>          | <u>41,565,145.23</u>                     |

**\*PLGIT CD's Interest Rates**

|                                       |                             |
|---------------------------------------|-----------------------------|
| First Place Bank .6%                  | Trislate Capital Bank .55%  |
| Mid Penn Bank .6%                     | Sterling National Bank .46% |
| Privatebank & Trust Co. .65%          | Sonabank .5%                |
| National Republic Bank of Chicago .7% | Fifth Third Bank .62%       |
| Bank of the West .7%                  | Southside Bank .66%         |
| Gbc International Bank .45%           | Bridgewater Bank .85%       |

**\*\*Interest Rates**

APYE (Annual Percentage Yield Earned)  
MDY (Monthly Distribution Yield)

Jul 09, 2012

001 East Stroudsburg Area School District  
STATEMENT OF INCOME  
For the Period Ending May 31, 2012

CAFETERIA FUND

|                                | Current Period      | Year-to-Date          | Account number |
|--------------------------------|---------------------|-----------------------|----------------|
| REVENUE FROM LOCAL SOURCES     |                     |                       |                |
| EARNINGS ON INVESTMENTS        |                     |                       |                |
| INTEREST ON INVESTMENTS        | 118.20              | 878.39                | 50-6510-000    |
| TOTAL EARNINGS ON INVESTMENTS  | <u>118.20</u>       | <u>878.39</u>         |                |
| REVENUE FROM OPERATIONS        |                     |                       |                |
| SALES, LUNCH - PAID            | 80,691.20           | 689,588.25            | 50-6611-000    |
| SALES, LUNCH - REDUCED         | 4,280.80            | 36,665.20             | 50-6612-000    |
| SUMMER SALES - B-FAST & LUNCH  | .00                 | 1,002.46              | 50-6614-000    |
| SALES, BREAKFAST - PAID        | 9,135.10            | 66,008.55             | 50-6615-000    |
| SALES, BREAKFAST - REDUCED     | 1,015.50            | 7,545.60              | 50-6616-000    |
| SALES, ADULT LUNCH             | 3,376.00            | 29,161.65             | 50-6620-000    |
| SALES, A LA CARTE LUNCH        | 74,960.64           | 622,639.16            | 50-6621-000    |
| MISCELLANEOUS-PEPSI COMMISSION | 230.67              | 1,190.12              | 50-6622-000    |
| MISC. WEBSITE COMMISSION       | 1,467.50            | 13,702.50             | 50-6625-000    |
| SALES, IN-HOUSE-EVENTS         | 6,410.21            | 39,121.56             | 50-6630-000    |
| TOTAL SALES                    | <u>181,567.62</u>   | <u>1,506,625.05</u>   |                |
| TOTAL LOCAL REVENUE            | <u>181,685.82</u>   | <u>1,507,503.44</u>   |                |
| REVENUE FROM STATE SOURCES     |                     |                       |                |
| STATE SUBSIDY                  | 19,220.68           | 154,944.53            | 50-7600-000    |
| STATE SUBSIDY -SOCIAL SECURITY | 4,302.29            | 39,664.09             | 50-7810-000    |
| STATE SUBSIDY -RETIREMENT      | 4,897.10            | 48,764.21             | 50-7820-000    |
| TOTAL STATE REVENUE            | <u>28,420.07</u>    | <u>243,372.83</u>     |                |
| REVENUE FROM FEDERAL SOURCES   |                     |                       |                |
| FEDERAL SUBSIDY                | 221,424.32          | 1,789,517.61          | 50-8530-000    |
| TOTAL FEDERAL REVENUE          | <u>221,424.32</u>   | <u>1,789,517.61</u>   |                |
| TOTAL CAFETERIA REVENUE        | <u>\$431,530.21</u> | <u>\$3,540,393.88</u> |                |
| EXPENSES OF OPERATIONS         |                     |                       |                |
| Salary, Manager                | 13,974.03           | 120,479.44            | 50-3100-110    |
| SALARIES, SUMMER WORKERS       | .00                 | 2,555.61              | 50-3100-160    |
| SALARIES, WORKERS              | 99,251.95           | 916,989.83            | 50-3100-170    |
| MEDICAL INSURANCE              | 45,867.89           | 520,336.23            | 50-3100-210    |
| LIFE INSURANCE                 | 625.01              | 6,889.76              | 50-3100-213    |
| LTD INSURANCE                  | 158.55              | 1,750.77              | 50-3100-214    |
| FICA OASDI                     | 6,973.67            | 64,291.73             | 50-3100-220    |
| FICA HI                        | 1,630.83            | 15,035.85             | 50-3100-221    |
| RETIREMENT                     | 9,794.14            | 97,529.20             | 50-3100-230    |
| UNEMPLOYMENT                   | .00                 | 529.17                | 50-3100-250    |
| WORKERS COMPENSATION           | 1,621.66            | 17,580.76             | 50-3100-260    |
| PROFESSIONAL CONTRACT SERVICES | .00                 | 480.00                | 50-3100-300    |
| CONTRACT MAINTENANCE           | 1,310.56            | 14,206.14             | 50-3100-400    |
| MAINTENANCE/REPAIRS            | 267.09              | 24,250.72             | 50-3100-430    |
| AUTO INSURANCE                 | .00                 | 1,242.47              | 50-3100-522    |
| ADVERTISING EXPENSE            | .00                 | 31.60                 | 50-3100-540    |
| PRINTING EXPENSE               | .00                 | 2,802.10              | 50-3100-550    |
| CONF/TRAVEL/MILEAGE            | 1,221.80            | 4,814.46              | 50-3100-580    |
| SUPPLIES, NON-FOOD             | 8,292.01            | 73,918.62             | 50-3100-610    |
| TECHNOLOGY SUPPLIES            | .00                 | 5,063.67              | 50-3100-618    |
| FUEL                           | 337.35              | 3,221.18              | 50-3100-620    |
| Food Purchases                 | 113,207.92          | 796,444.40            | 50-3100-631    |
| MILK PURCHASES                 | 33,124.56           | 276,156.39            | 50-3100-632    |
| DEPRECIATION OF EQUIPMENT      | 435.75              | 4,793.25              | 50-3100-741    |
| EQUIPMENT REPLACEMENT >2500    | .00                 | 4,138.00              | 50-3100-761    |
| DUES & FEES                    | .00                 | 527.65                | 50-3100-810    |
| PREPAY FEES                    | 980.12              | 8,937.57              | 50-3100-811    |
| TOTAL FOOD SERVICE EXPENSES    | <u>\$339,074.89</u> | <u>\$2,984,996.57</u> |                |
| NET INCOME (LOSS)              | <u>\$ 92,455.32</u> | <u>\$ 555,397.31</u>  |                |

Bank: 45 PNC BANK-CAFETERIA

| Check no. | Date      | Vendor name and comment   | Amount    |
|-----------|-----------|---|-----------|
| 103814    | 5/02/2012 | LISA ASARO<br>SALES, LUNCH - PAID   | 14.55     |
| 103815    | 5/02/2012 | BOB COLIN SERVICE<br>MAINTENANCE/REPAIRS                                    | 202.09    |
| 103816    | 5/02/2012 | REPUBLIC BUSINESS CREDIT, LLC<br>W9 Received: Y 5/11/2012<br>Food Purchases | 8,624.00  |
| 103817    | 5/02/2012 | PAUL H. SCHMID<br>CONF/TRAVEL/MILEAGE                                       | 216.45    |
| 103818    | 5/02/2012 | SCHOOL NUTRITION ASSOCIATION<br>CONF/TRAVEL/MILEAGE                         | 415.00    |
| 103819    | 5/09/2012 | BUTTER KRUST BAKING CO.<br>Food Purchases                                   | 5,043.41  |
| 103820    | 5/09/2012 | RICH PRODUCTS CORPORATION<br>Food Purchases                                 | 3,799.60  |
| 103821    | 5/09/2012 | THOMAS E. DARLINGTON<br>CONF/TRAVEL/MILEAGE                                 | 45.51     |
| 103822    | 5/09/2012 | ECOLAB<br>SUPPLIES, NON-FOOD  | 281.91    |
| 103823    | 5/09/2012 | FEESER'S FOOD DISTRIBUTORS<br>Food Purchases                                | 24,528.67 |
| 103824    | 5/09/2012 | DENISE A. FLYNN<br>CONF/TRAVEL/MILEAGE                                      | 218.11    |
| 103825    | 5/09/2012 | FRITO-LAY, INC.<br>Food Purchases   | 3,048.37  |
| 103826    | 5/09/2012 | HERSHEY CREAMERY COMPANY<br>Food Purchases                                  | 1,206.39  |
| 103827    | 5/09/2012 | KASA'S FOODS DIST CO INC.<br>Food Purchases                                 | 3,637.96  |
| 103828    | 5/09/2012 | KEYCO DISTRIBUTORS INC.<br>Food Purchases                                   | 576.84    |
| 103829    | 5/09/2012 | PEPSI-COLA<br>Food Purchases  | 5,850.84  |
| 103830    | 5/09/2012 | POCONO MOUNTAIN DAIRIES<br>MILK PURCHASES                                   | 33,124.56 |
| 103831    | 5/09/2012 | SYSCO FOOD SERVICES OF CENTRAL PA<br>Food Purchases                         | 15,851.49 |
| 103832    | 5/09/2012 | TASTY BAKING COMPANY (REMIT)<br>Food Purchases                              | 177.09    |
| 103833    | 5/09/2012 | US FOODSERVICE, INC.<br>Food Purchases                                      | 43,678.57 |
| 103834    | 5/09/2012 | WEIS MARKET, INC.<br>Food Purchases   | 296.97    |
| 103835    | 5/09/2012 | XEROX CORPORATION<br>CONTRACT MAINTENANCE                                   | 39.03     |
| 103836    | 5/22/2012 | MARTHA DETERMAN<br>CONF/TRAVEL/MILEAGE                                      | 79.92     |
| 103837    | 5/22/2012 | JORGE GALVIS<br>SALES, LUNCH - PAID   | 14.55     |



Bank: 45 PNC BANK-CAFETERIA

| Check no. | Date      | Vendor name and comment                                       | Amount     |
|-----------|-----------|---|------------|
| 103838    | 5/22/2012 | JTM PROVISIONS CO.<br>Food Purchases                          | 224.00     |
| 103839    | 5/22/2012 | KASA'S FOODS DIST CO INC.<br>Food Purchases                   | 5,255.28   |
| 103840    | 5/22/2012 | LORRIE LITTS<br>CONF/TRAVEL/MILEAGE                           | 64.38      |
| 103841    | 5/22/2012 | M & M REFRIGERATION & AIR CONDITIONING<br>MAINTENANCE/REPAIRS | 65.00      |
| 103842    | 5/22/2012 | MARILYN POSSINGER<br>SUPPLIES, NON-FOOD                       | 446.08     |
|           |           |   | 157,026.62 |

End of Report - 12.08.11

267