

# East Stroudsburg Area School District

## *Refunding Overview*

**May 13, 2015**

Presented by:

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*Managing Director*



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**East Stroudsburg Area School District**  
**Topics for Discussion**  
**May 13, 2015**

**I) Market Overview**

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- Long term interest rates remain below historic average

**II) Advance Refunding Opportunities**

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- Series A of 2007 Bonds
  - ◆ \$15,350,000 principal outstanding
  - ◆ September 1, 2017 call date
    - Able to be advance refunded
  - ◆ Average rate of 6.75%
  - ◆ Final maturity of September 1, 2023
  - ◆ Current estimated local effort savings of \$767,200 or 9.32% assuming partial BQ refunding

**III) Current Refunding Opportunities**

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- Series A of 2010 Bonds
  - ◆ \$6,025,000 principal outstanding
  - ◆ November 15, 2015 call date
    - Not able to be advance refunded
  - ◆ Average rate of 2.74%
  - ◆ Final maturity of November 15, 2018
  - ◆ Current estimated local effort savings of \$58,700 or 0.98%
    - Potential bank loan candidate given size and structure
  - ◆ Consider changing payment dates to maximize savings and take advantage of BQ exceptions

**IV) Next Steps**

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<b>June 8<sup>th</sup> Finance Committee</b>	<i>Initial presentation to Finance Committee</i>
<b>June 15<sup>th</sup> Board Meeting</b>	<i>Authorization to proceed</i>
<b>July 20<sup>th</sup> Board Meeting</b>	<i>Adopt Parameters Resolutions for 2010A &amp; 2007A Refundings</i>
<b>Late July</b>	<i>Competitive sale for 2007A Refunding</i>
<b>August</b>	<i>Issue bank loan RFP for 2010A Refunding</i>
<b>Late August</b>	<i>Settlement for 2007A Refunding</i>
<b>September</b>	<i>Bank loan RFP sale or competitive sale for 2010A Refunding</i>
<b>October</b>	<i>Settlement for 2010A Refunding</i>



# MUNICIPAL MARKET UPDATE

May 13, 2015

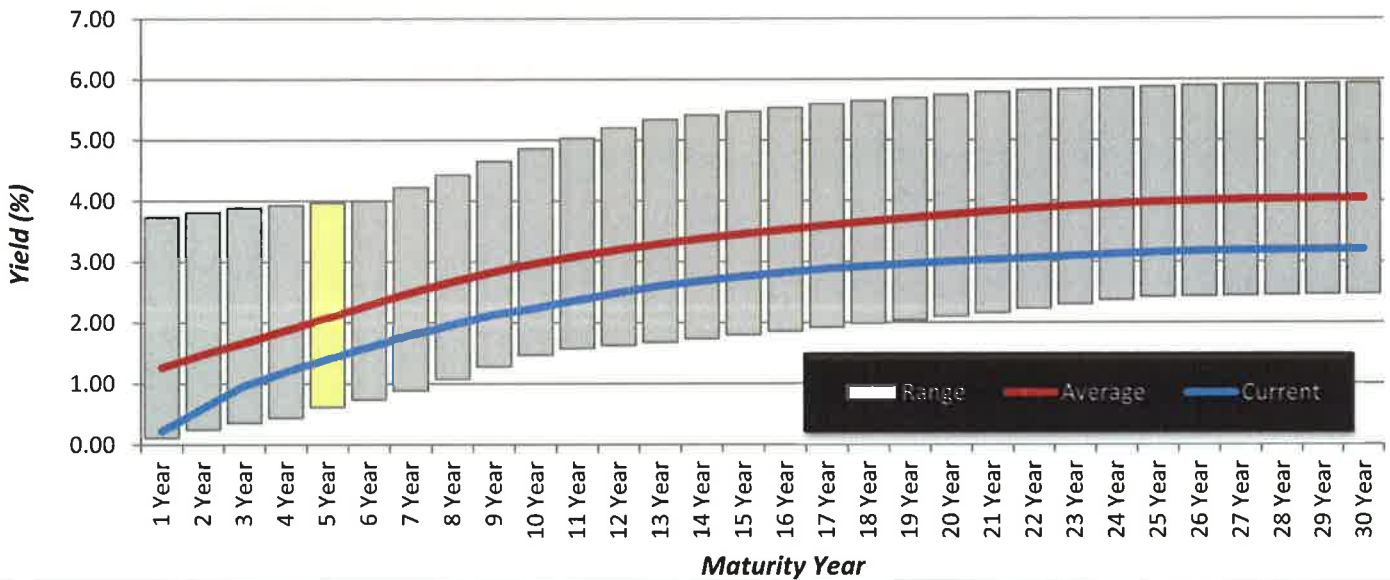


## MMD YIELD CURVE

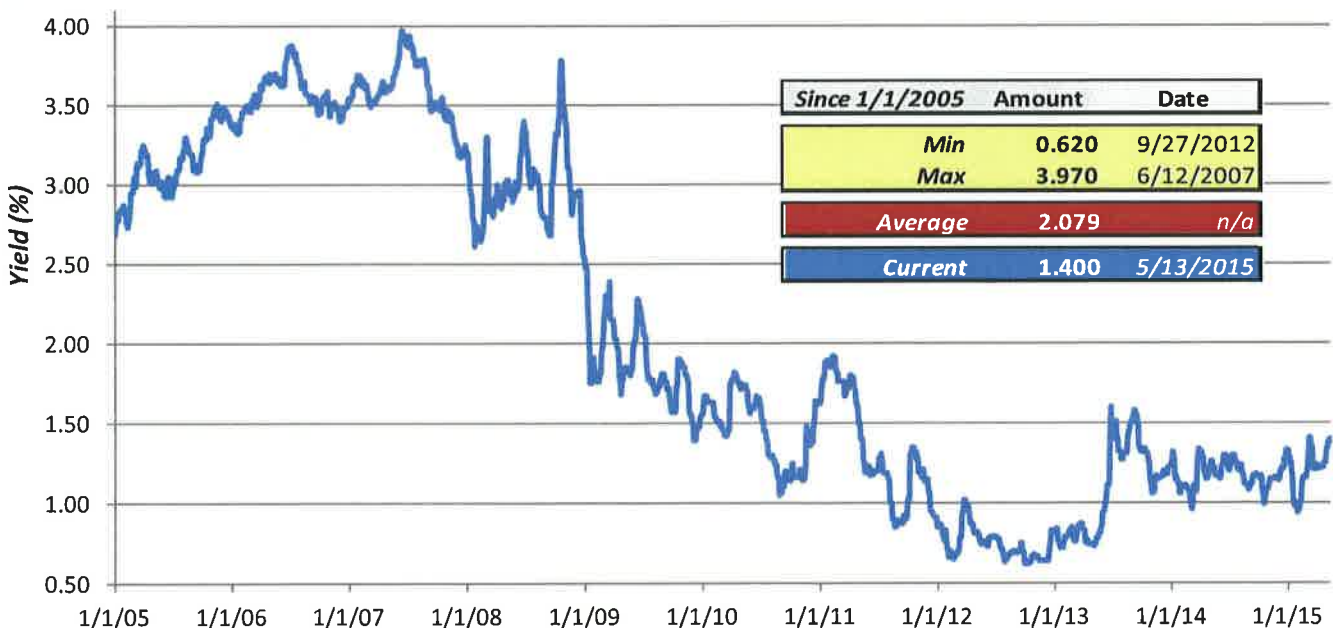
The MMD Yield Curve is a high grade municipal yield curve published daily by Municipal Market Data. It is one of the most commonly used benchmarks in municipal finance. The yields within the curve reflect the current yields for each maturity year at which bondholders would be likely to sell high quality (AAA rated) general obligation backed bonds. The yield curve is typically influenced by new issuances in the primary market as well as post-issuance trading in the secondary market.

Municipal bonds typically trade at a "spread to MMD", meaning the difference between the yield in a specific year of a bond issue and the respective yield in the MMD Yield Curve. While these spreads vary over time, they can be a meaningful and powerful tool in trying to compare relative yield levels in a volatile interest rate environment.

## HISTORICAL MMD CURVE ILLUSTRATION - SINCE JANUARY 1, 2005



## SPOT ANALYSIS - 5 YEAR MMD - SINCE JANUARY 1, 2005







**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
*Summary of Refinancing Plan*

	1	2	3
	Step 1	Step 2	TOTAL
<b>Principal</b>	\$9,840,000	\$6,185,000	\$16,025,000
<b>Timing</b>	August 2015	October 2015	
<b>Purpose</b>	Advance refund portion of 2007A Bonds	Current refund 2010A Bonds	
<b>Bank Qualified Status</b>	BQ	BQ	
<b>Net Savings</b>	\$767,208	\$58,763	\$825,971
<b>Savings as a % of Refunded Principal</b>	9.32%	0.98%	

4	5	6	7	8	9	10	11	12
Fiscal Year Ending	Existing Local Effort	Unrefunded Local Effort	Step 1 Local Effort	Local Effort Savings	Step 2 Local Effort	Local Effort Savings	Total Local Effort	Total Savings
6/30/2015	15,425,362	15,425,362					15,425,362	
6/30/2016	15,654,294	13,798,623	562,118	1,058	1,288,294	4,201	15,649,034	5,259
6/30/2017	15,985,793	14,097,300	558,811	4,364	1,324,173	1,145	15,980,284	5,509
6/30/2018	16,029,774	14,112,582	472,050	91,126	1,327,568	26,447	15,912,201	117,573
6/30/2019	16,032,639	14,095,625	471,456	91,719	1,346,868	26,970	15,913,949	118,690
6/30/2020	16,030,867	14,082,131	1,828,913	119,824			15,911,043	119,824
6/30/2021	16,030,896	13,821,811	2,088,385	120,700			15,910,196	120,700
6/30/2022	16,029,642	13,869,529	2,043,998	116,115			15,913,527	116,115
6/30/2023	16,027,394	13,923,087	1,991,064	113,244			15,914,150	113,244
6/30/2024	16,023,204	15,691,961	222,185	109,058			15,914,147	109,058
6/30/2025	16,023,543	16,023,543					16,023,543	
6/30/2026	16,023,247	16,023,247					16,023,247	
6/30/2027	16,140,696	16,140,696					16,140,696	
6/30/2028	16,080,278	16,080,278					16,080,278	
6/30/2029	16,023,220	16,023,220					16,023,220	
6/30/2030	16,026,708	16,026,708					16,026,708	
6/30/2031	360,216	360,216					360,216	
6/30/2032	179,775	179,775					179,775	
6/30/2033	6,284	6,284					6,284	
6/30/2034	6,065	6,065					6,065	
6/30/2035	5,847	5,847					5,847	
6/30/2036	5,629	5,629					5,629	
6/30/2037	5,410	5,410					5,410	
6/30/2038	5,192	5,192					5,192	
6/30/2039	4,974	4,974					4,974	
6/30/2040	4,755	4,755					4,755	
<b>TOTALS</b>	<b>256,171,704</b>	<b>239,819,850</b>	<b>10,238,980</b>	<b>767,208</b>	<b>5,286,903</b>	<b>58,763</b>	<b>255,345,733</b>	<b>825,971</b>
			<i>Present Value</i>	<i>650,658</i>	<i>Present Value</i>	<i>52,749</i>	<i>Present Value</i>	<i>703,407</i>



*Series A of 2007  
Advance Refunding*

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

SERIES A OF 2007

*Optional Redemption: September 1, 2017*

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2015	1,600,000	5.500	521,312.50	2,121,312.50			
3/1/2016			477,312.50	477,312.50	2,598,625.00	231,008.62	2,367,616.38
9/1/2016	1,650,000	5.750	477,312.50	2,127,312.50			
3/1/2017			429,875.00	429,875.00	2,557,187.50	227,324.97	2,329,862.53
9/1/2017	1,750,000	5.750	429,875.00	2,179,875.00			
3/1/2018			379,562.50	379,562.50	2,559,437.50	227,524.98	2,331,912.52
9/1/2018	1,800,000	6.500	379,562.50	2,179,562.50			
3/1/2019			321,062.50	321,062.50	2,500,625.00	222,296.76	2,278,328.24
9/1/2019	1,900,000	7.500	321,062.50	2,221,062.50			
3/1/2020			249,812.50	249,812.50	2,470,875.00	219,652.09	2,251,222.91
9/1/2020	2,000,000	7.500	249,812.50	2,249,812.50			
3/1/2021			174,812.50	174,812.50	2,424,625.00	215,540.63	2,209,084.37
9/1/2021	2,100,000	7.500	174,812.50	2,274,812.50			
3/1/2022			96,062.50	96,062.50	2,370,875.00	210,762.44	2,160,112.56
9/1/2022	2,200,000	7.500	96,062.50	2,296,062.50			
3/1/2023			13,562.50	13,562.50	2,309,625.00	205,317.53	2,104,307.47
9/1/2023	350,000	7.750	13,562.50	363,562.50			
3/1/2024					363,562.50	32,319.43	331,243.07
<b>TOTALS</b>	<b>15,350,000</b>		<b>4,805,437.50</b>	<b>20,155,437.50</b>	<b>20,155,437.50</b>	<b>1,791,747.45</b>	<b>18,363,690.05</b>

PE%            17.52%    *(Temporary)*  
 AR%            50.74%    *(2014-2015)*

*Net*            8.89%    *Effective Reimbursement*

<b>EAST STROUDSBURG AREA SCHOOL DISTRICT</b> SERIES A OF 2007 Bonds to be Refunded	<i>Optional Redemption: September 1, 2017</i>
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	1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>	
9/1/2015			309,062.50	309,062.50				
3/1/2016			309,062.50	309,062.50	618,125.00	54,949.14	563,175.86	
9/1/2016			309,062.50	309,062.50				
3/1/2017			309,062.50	309,062.50	618,125.00	54,949.14	563,175.86	
9/1/2017			309,062.50	309,062.50				
3/1/2018			309,062.50	309,062.50	618,125.00	54,949.14	563,175.86	
9/1/2018			309,062.50	309,062.50				
3/1/2019			309,062.50	309,062.50	618,125.00	54,949.14	563,175.86	
9/1/2019	1,580,000	7.500	309,062.50	1,889,062.50				
3/1/2020			249,812.50	249,812.50	2,138,875.00	190,138.46	1,948,736.54	
9/1/2020	2,000,000	7.500	249,812.50	2,249,812.50				
3/1/2021			174,812.50	174,812.50	2,424,625.00	215,540.63	2,209,084.37	
9/1/2021	2,100,000	7.500	174,812.50	2,274,812.50				
3/1/2022			96,062.50	96,062.50	2,370,875.00	210,762.44	2,160,112.56	
9/1/2022	2,200,000	7.500	96,062.50	2,296,062.50				
3/1/2023			13,562.50	13,562.50	2,309,625.00	205,317.53	2,104,307.47	
9/1/2023	350,000	7.750	13,562.50	363,562.50				
3/1/2024					363,562.50	32,319.43	331,243.07	
<b>TOTALS</b>	<b>8,230,000</b>		<b>3,850,062.50</b>	<b>12,080,062.50</b>	<b>12,080,062.50</b>	<b>1,073,875.03</b>	<b>11,006,187.47</b>	

PE%            17.52%    *(Temporary)*  
 AR%            50.74%    *(2014-2015)*  
  
 Net             8.89%     *Effective Reimbursement*



<b>EAST STROUDSBURG AREA SCHOOL DISTRICT</b>							
SERIES A OF 2007							
Bonds Remaining After Refunding					Optional Redemption: September 1, 2017		

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2015	1,600,000	5.500	212,250.00	1,812,250.00			
3/1/2016			168,250.00	168,250.00	1,980,500.00	176,059.48	1,804,440.52
9/1/2016	1,650,000	5.750	168,250.00	1,818,250.00			
3/1/2017			120,812.50	120,812.50	1,939,062.50	172,375.83	1,766,686.67
9/1/2017	1,750,000	5.750	120,812.50	1,870,812.50			
3/1/2018			70,500.00	70,500.00	1,941,312.50	172,575.85	1,768,736.65
9/1/2018	1,800,000	6.500	70,500.00	1,870,500.00			
3/1/2019			12,000.00	12,000.00	1,882,500.00	167,347.62	1,715,152.38
9/1/2019	320,000	7.500	12,000.00	332,000.00			
3/1/2020					332,000.00	29,513.63	302,486.37
9/1/2020							
3/1/2021							
9/1/2021							
3/1/2022							
9/1/2022							
3/1/2023							
9/1/2023							
3/1/2024							
<b>TOTALS</b>	<b>7,120,000</b>		<b>955,375.00</b>	<b>8,075,375.00</b>	<b>8,075,375.00</b>	<b>717,872.41</b>	<b>7,357,502.59</b>

PE%            17.52%    *(Temporary)*  
AR%            50.74%    *(2014-2015)*

*Net*            8.89%    *Effective Reimbursement*

EAST STROUDSBURG AREA SCHOOL DISTRICT  
RESTRICTED YIELD ESCROW

1 2 3 4 5 6 7 8 9 10

SERIES A OF 2007

Optional Redemption Date: September 1, 2017

Date	ESCROW REQUIREMENTS				ESCROW EARNINGS				
	Principal	Interest	Escrow Agent	Required	Par	Coupon	Earnings	Cash Flow	SETTLE 8/1/2015 Balance
9/1/2015		309,062.50		309,062.50	304,598.00	0.000	4,465.02	309,063.02	0.52
3/1/2016		309,062.50		309,062.50	282,396.00	0.100	26,666.84	309,062.84	0.86
9/1/2016		309,062.50		309,062.50	282,561.00	0.260	26,502.04	309,063.04	1.40
3/1/2017		309,062.50		309,062.50	282,928.00	0.420	26,134.71	309,062.71	1.62
9/1/2017	8,230,000.00	309,062.50		8,539,062.50	8,513,522.00	0.600	25,540.57	8,539,062.57	1.68
TOTALS	8,230,000.00	1,545,312.50	0.00	9,775,312.50	9,666,005.00		109,309.18	9,775,314.18	

Actual Escrow Yield 0.601502

Actual Escrow Cost 9,666,005.00

Maximum Escrow Yield (Yield on new Bonds) 2.856550

Perfect Escrow Cost 9,256,629.52

Difference (409,375.48)

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

SERIES OF 2015  
REFUNDS THE SERIES A OF 2007

Settle 8/1/2015  
Dated 8/1/2015

1	2	3	4	5	6	7	8	9	10
<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Proposed Local Effort</u>	<u>Existing Local Effort</u>	<u>Savings</u>
9/1/2015	470,000	1.370	21,454.71	491,454.71					
3/1/2016			125,508.75	125,508.75	616,963.46	54,845.88	562,117.58	563,175.86	1,058.28
9/1/2016	365,000	1.470	125,508.75	490,508.75					
3/1/2017			122,826.00	122,826.00	613,334.75	54,523.30	558,811.45	563,175.86	4,364.41
9/1/2017	275,000	1.850	122,826.00	397,826.00					
3/1/2018			120,282.25	120,282.25	518,108.25	46,058.00	472,050.25	563,175.86	91,125.61
9/1/2018	280,000	2.220	120,282.25	400,282.25					
3/1/2019			117,174.25	117,174.25	517,456.50	46,000.06	471,456.44	563,175.86	91,719.42
9/1/2019	1,795,000	2.450	117,174.25	1,912,174.25					
3/1/2020			95,185.50	95,185.50	2,007,359.75	178,447.22	1,828,912.53	1,948,736.54	119,824.01
9/1/2020	2,130,000	2.650	95,185.50	2,225,185.50					
3/1/2021			66,963.00	66,963.00	2,292,148.50	203,763.93	2,088,384.57	2,209,084.37	120,699.81
9/1/2021	2,140,000	2.850	66,963.00	2,206,963.00					
3/1/2022			36,468.00	36,468.00	2,243,431.00	199,433.12	2,043,997.88	2,160,112.56	116,114.68
9/1/2022	2,145,000	3.040	36,468.00	2,181,468.00					
3/1/2023			3,864.00	3,864.00	2,185,332.00	194,268.32	1,991,063.68	2,104,307.47	113,243.79
9/1/2023	240,000	3.220	3,864.00	243,864.00					
3/1/2024					243,864.00	21,678.65	222,185.35	331,243.07	109,057.72

TOTALS	9,840,000		1,397,998.21	11,237,998.21	11,237,998.21	999,018.48	10,238,979.73	11,006,187.47	<b>767,207.74</b>
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PE% 17.52% (Estimated)  
AR% 50.74% (2014-2015)

**Present Value Local Effort Savings 650,657.51**

Net 8.89% Effective Reimbursement

Savings Allocation	Amount	Percentage
School District's Share	767,207.74	9.32%
State's Share	<u>74,856.55</u>	<u>0.91%</u>
Total Savings	842,064.29	10.23%



*Series A of 2010  
Current Refunding*

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
**SERIES A OF 2010**

*Optional Redemption: November 15, 2015*

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
11/15/2015	1,395,000	3.500	82,456.25	1,477,456.25			
5/15/2016			58,043.75	58,043.75	1,535,500.00	243,005.25	1,292,494.75
11/15/2016	1,475,000	2.250	58,043.75	1,533,043.75			
5/15/2017			41,450.00	41,450.00	1,574,493.75	249,176.33	1,325,317.42
11/15/2017	1,545,000	2.500	41,450.00	1,586,450.00			
5/15/2018			22,137.50	22,137.50	1,608,587.50	254,571.94	1,354,015.56
11/15/2018	1,610,000	2.750	22,137.50	1,632,137.50			
5/15/2019					1,632,137.50	258,298.91	1,373,838.59
<b>TOTALS</b>	<b>6,025,000</b>		<b>325,718.75</b>	<b>6,350,718.75</b>	<b>6,350,718.75</b>	<b>1,005,052.43</b>	<b>5,345,666.32</b>
<b>PE%</b>	<b>31.19%</b>	<i>(Permanent)</i>					
<b>AR%</b>	<b>50.74%</b>	<i>(2014-2015)</i>					
<b>Net</b>	<b>15.83%</b>	<i>Effective Reimbursement</i>					

<b>EAST STROUDSBURG AREA SCHOOL DISTRICT</b> <b>AMOUNT TO PREPAY BONDS</b>			
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	1	2	3	4
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Required</u>	
11/15/2015	6,025,000.00	82,456.25	6,107,456.25	
TOTALS	6,025,000.00	82,456.25	6,107,456.25	



	1	2	3	4	5	6	7	8	9	10
	<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Proposed Local Effort</u>	<u>Existing Local Effort</u>	<u>Savings</u>
	3/1/2016	1,510,000	0.470	20,509.17	1,530,509.17	1,530,509.17	242,215.41	1,288,293.76	1,292,494.75	4,200.99
	9/1/2016	1,535,000	0.520	21,062.50	1,556,062.50					
	3/1/2017			17,071.50	17,071.50	1,573,134.00	248,961.13	1,324,172.87	1,325,317.42	1,144.56
	9/1/2017	1,550,000	0.900	17,071.50	1,567,071.50					
	3/1/2018			10,096.50	10,096.50	1,577,168.00	249,599.55	1,327,568.45	1,354,015.56	26,447.11
	9/1/2018	1,590,000	1.270	10,096.50	1,600,096.50					
	3/1/2019					1,600,096.50	253,228.17	1,346,868.33	1,373,838.59	26,970.25
<b>TOTALS</b>		6,185,000		95,907.67	6,280,907.67	6,280,907.67	994,004.26	5,286,903.40	5,345,666.32	<b>58,762.92</b>
PE%	31.19%	<i>(Estimated)</i>								
AR%	50.74%	<i>(2014-2015)</i>								
<b>Net</b>	<b>15.83%</b>	<b><i>Effective Reimbursement</i></b>								

<b>Present Value Local Effort Savings</b>	<b>52,749.24</b>
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Savings Allocation	Amount	Percentage
School District's Share	58,762.92	0.98%
State's Share	<u>11,048.17</u>	<u>0.18%</u>
<b>Total Savings</b>	<b>69,811.08</b>	<b>1.16%</b>



# *Maximum Parameters Schedules*

<b>EAST STROUDSBURG AREA SCHOOL DISTRICT</b>					
SERIES OF 2015					
MAXIMUM PARAMETERS					

1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Coupon</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
9/1/2015	830,000	6.000	65,000.00	895,000.00	
3/1/2016			365,100.00	365,100.00	1,260,100.00
9/1/2016	725,000	6.000	365,100.00	1,090,100.00	
3/1/2017			343,350.00	343,350.00	1,433,450.00
9/1/2017	605,000	6.000	343,350.00	948,350.00	
3/1/2018			325,200.00	325,200.00	1,273,550.00
9/1/2018	605,000	6.000	325,200.00	930,200.00	
3/1/2019			307,050.00	307,050.00	1,237,250.00
9/1/2019	2,155,000	6.000	307,050.00	2,462,050.00	
3/1/2020			242,400.00	242,400.00	2,704,450.00
9/1/2020	2,490,000	6.000	242,400.00	2,732,400.00	
3/1/2021			167,700.00	167,700.00	2,900,100.00
9/1/2021	2,500,000	6.000	167,700.00	2,667,700.00	
3/1/2022			92,700.00	92,700.00	2,760,400.00
9/1/2022	2,495,000	6.000	92,700.00	2,587,700.00	
3/1/2023			17,850.00	17,850.00	2,605,550.00
9/1/2023	595,000	6.000	17,850.00	612,850.00	
3/1/2024					612,850.00
<b>TOTALS</b>	<b>13,000,000</b>		<b>3,787,700.00</b>	<b>16,787,700.00</b>	<b>16,787,700.00</b>

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

SERIES OF 2015

MAXIMUM PARAMETERS

1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
3/1/2016	1,905,000	6.000	200,000.00	2,105,000.00	2,105,000.00
9/1/2016	1,990,000	6.000	182,850.00	2,172,850.00	
3/1/2017			123,150.00	123,150.00	2,296,000.00
9/1/2017	2,035,000	6.000	123,150.00	2,158,150.00	
3/1/2018			62,100.00	62,100.00	2,220,250.00
9/1/2018	2,070,000	6.000	62,100.00	2,132,100.00	
3/1/2019					2,132,100.00
<b>TOTALS</b>	<b>8,000,000</b>		<b>753,350.00</b>	<b>8,753,350.00</b>	<b>8,753,350.00</b>

**2010A BONDS REFUNDING SAMPLE MOTION**

Resolved: The Board of School Directors of the East Stroudsburg Area School District (the “School District”) does hereby authorize the Administration to work with Public Financial Management, as Financial Advisor, Rhoads & Sinon, as Bond Counsel and the Solicitor in conjunction with the issuance of General Obligation Bonds or Notes, issued via a competitive bond sale or bank loan RFP process, for which the proceeds will be used towards the current refunding of the School District’s General Obligation Bonds, Series A of 2010 Bonds at a minimum net savings target of \$\_\_\_\_\_

**2007A BONDS REFUNDING SAMPLE MOTION**

Resolved: The Board of School Directors of the East Stroudsburg Area School District (the “School District”) does hereby authorize the Administration to work with Public Financial Management, as Financial Advisor, Rhoads & Sinon, as Bond Counsel and the Solicitor in conjunction with the issuance of General Obligation Bonds or Notes, issued via a competitive bond sale or bank loan RFP process, for which the proceeds will be used towards the advance refunding of a portion of the District’s General Obligation Bonds, Series A of 2007 Bonds at a minimum net savings target of \$\_\_\_\_\_ (3.00% = \$246,000)

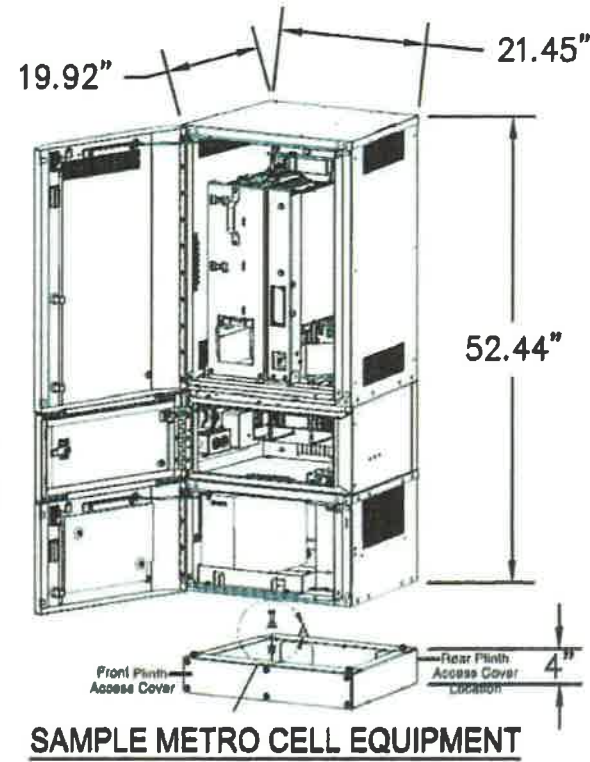
2015-16 COMPUTER LEASE COMPARISON  
6/5/2015

COMPANY	APPLE		HP/LENOVO	
	RATE	ANNUAL COST	RATE	ANNUAL COST
Apple Financial	<b>1.32%</b>	<b>\$ 24,834.82</b>		
HP Financial			3.17%	\$ 160,470.70
Capital One	2.09%	\$ 25,114.45	2.09%	\$ 158,020.64
CalFirst	2.38%	\$ 25,222.64	2.38%	\$ 158,701.39
First Niagara	1.42%	\$ 24,872.63	<b>1.42%</b>	<b>\$ 156,499.15</b>
Vantage Financial	5.54%	\$ 26,360.00	5.54%	\$ 165,863.00





PROPOSED METRO CELL SITE (MC)



SAMPLE METRO CELL EQUIPMENT

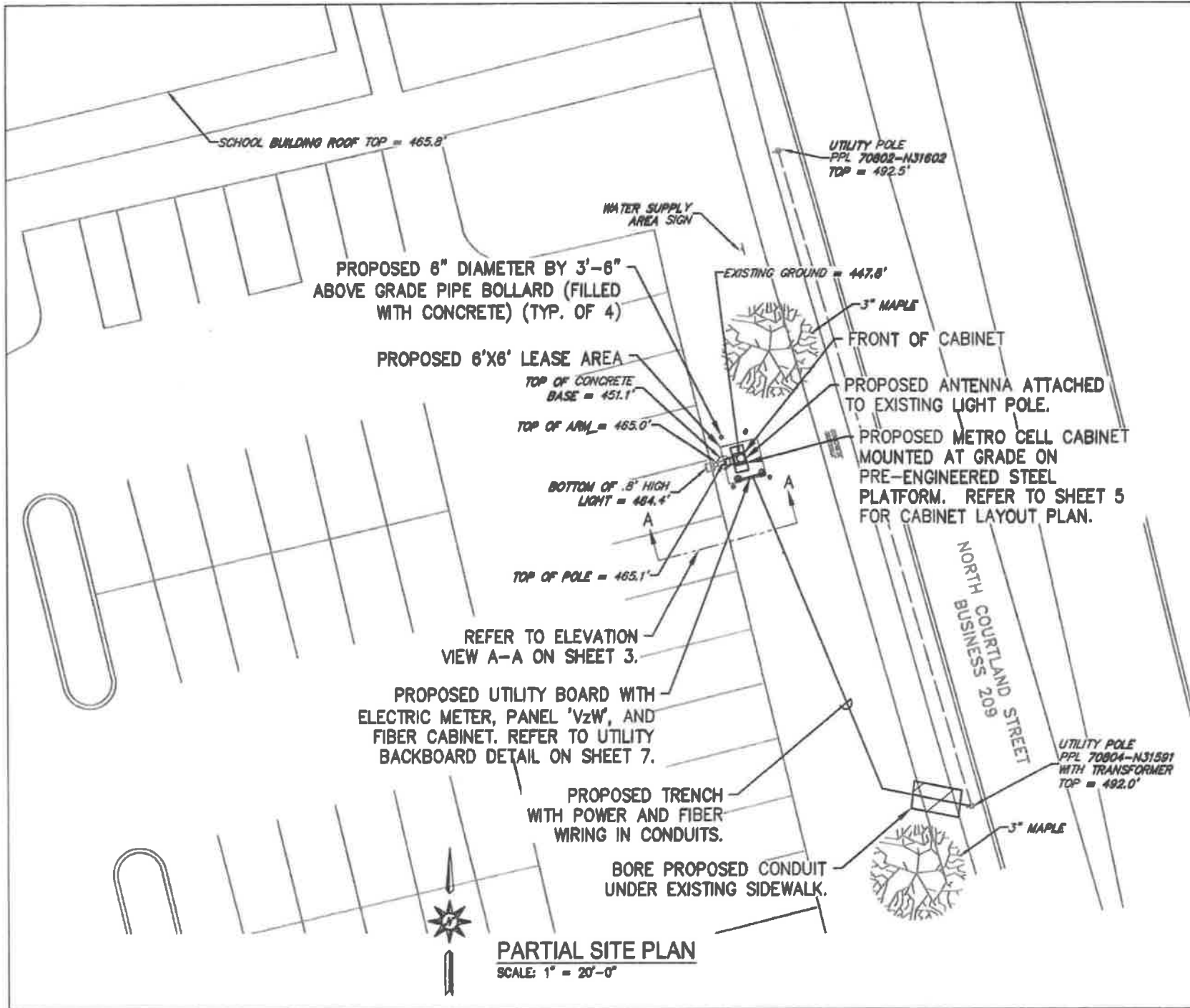
**LE NOTES:**

1. ELECTRICAL SERVICE TO THE PROPOSED METRO CELL EQUIPMENT WILL BE OBTAINED VIA A NEW 100A SERVICE FROM A NEARBY UTILITY POLE, AND TRAVEL UNDERGROUND TO THE PROPOSED METER BASE AND LOAD CENTER MOUNTED ON PROPOSED UTILITY BOARD NEAR EXISTING LIGHT LOCATION. EXACT REQUIREMENTS TO BE VERIFIED VIA A POWER WALK. EXTEND 20A CIRCUIT FROM PROPOSED LOAD CENTER TO THE PROPOSED METRO CELL LOCATION.
2. THE ANTENNA WHIP WILL BE EXTENDED FROM THE PROPOSED METRO CELL EQUIPMENT VIA RF JUMPER IN PROPOSED 2½" CONDUIT, UNLESS IT CAN BE DETERMINED TO PLACE WITHIN THE POLE.
3. FIBER SERVICE IS PROPOSED TO BE OBTAINED FROM TELCO PROVIDER ON EXISTING NEARBY UTILITY POLE. PROVIDE AN UNDERGROUND CONDUIT FROM EXISTING POLE TO PROPOSED UTILITY BOARD FOR FIBER WIRING. EXACT LOCATION AND ROUTING TO BE VERIFIED VIA A TELCO WALK.
4. A FOUR (4) HOUR BATTERY BACK-UP UNIT WOULD BE PROVIDED WITHIN THE METRO CELL CABINET.
5. PROVIDE A LOCAL SWITCH INSIDE THE CABINET TO SHUT OFF POWER FOR MAINTENANCE USE.

**SITE COORDINATES:**  
 LAT: 41°00'18.36" N  
 LONG: 75°11'02.50" W

**SITE ADDRESS:**  
 E STRAUDBURG AREA SD  
 N COURTLAND STREET  
 E STRAUDBURG, PA 18301

Proj. No. 11040/557 Date: 04/10/2015	<b>EXHIBIT A</b> SHEET 1 OF 8
<b>N COURTLAND ST STRAUDBURG 2</b> <b>SMALL CELL NEW BUILD</b>	
MONROE COUNTY	E STRAUDBURG BOROUGH
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p><b>Integrated Engineering Solutions, Inc.</b>            251 South Housick Road, Harrisburg, PA 17109            T: 717-665-6664 F: 717-665-5414  <a href="http://www.IES-ga.com">www.IES-ga.com</a></p> </div> <div style="text-align: right;"> <p><b>Integrated Engineering Solutions, Inc.</b>            251 South Housick Road, Harrisburg, PA 17109            T: 717-665-6664 F: 717-665-5414  <a href="http://www.IES-ga.com">www.IES-ga.com</a></p> </div> </div>	



Proj. No. 11040557  
Date: 04/10/2015  
**EXHIBIT A**  
SHEET 2 OF 8

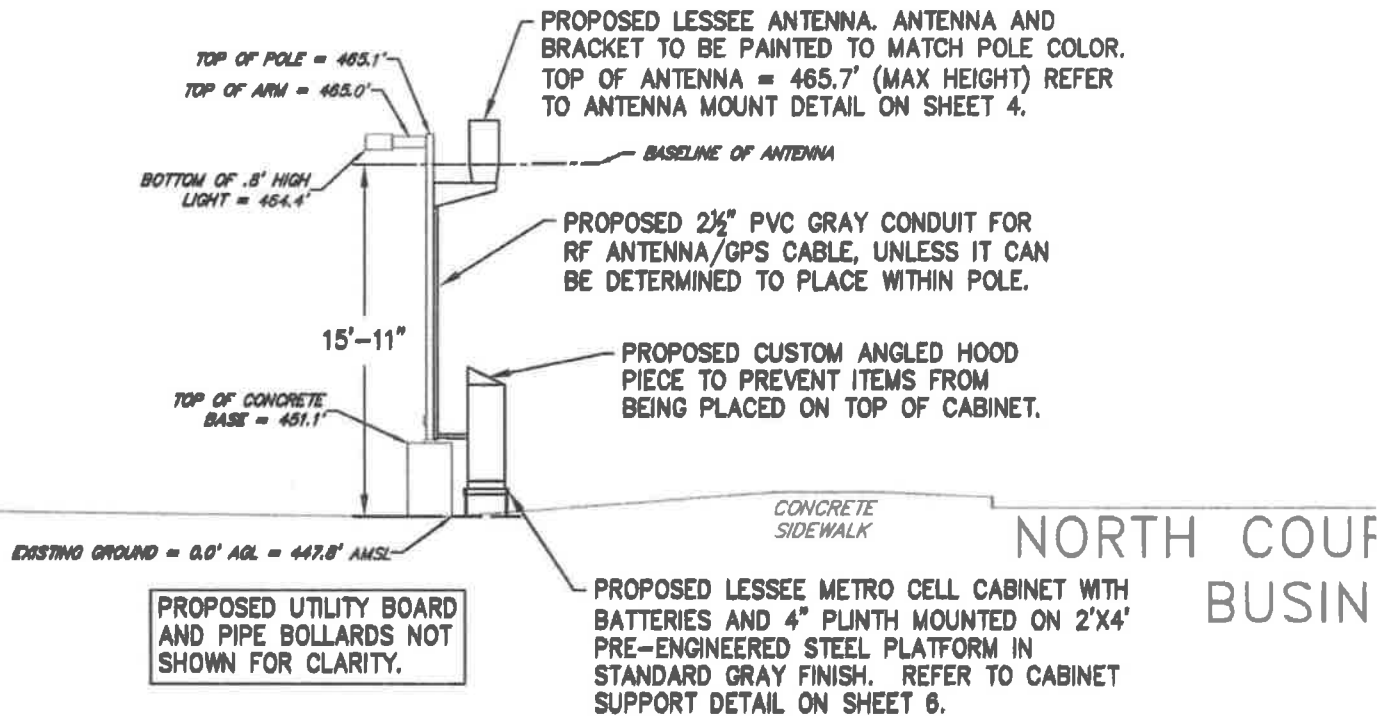
**N COURTLAND ST STROUDSBURG 2**

**SMALL CELL NEW BUILD**

MONROE COUNTY  
E STROUDSBURG BOROUGH

**Integrated Engineering Solutions, Inc.**  
251 South Houcks Road Harrisburg, PA 17110  
T: 717-645-6464 F: 717-645-6444  
www.IES-pe.com





**ELEVATION VIEW A-A**

SCALE: 1/8" = 1'-0"

Proj. No. 11040/557  
 Date: 04/10/2015  
**EXHIBIT A**  
 SHEET 3 OF 8

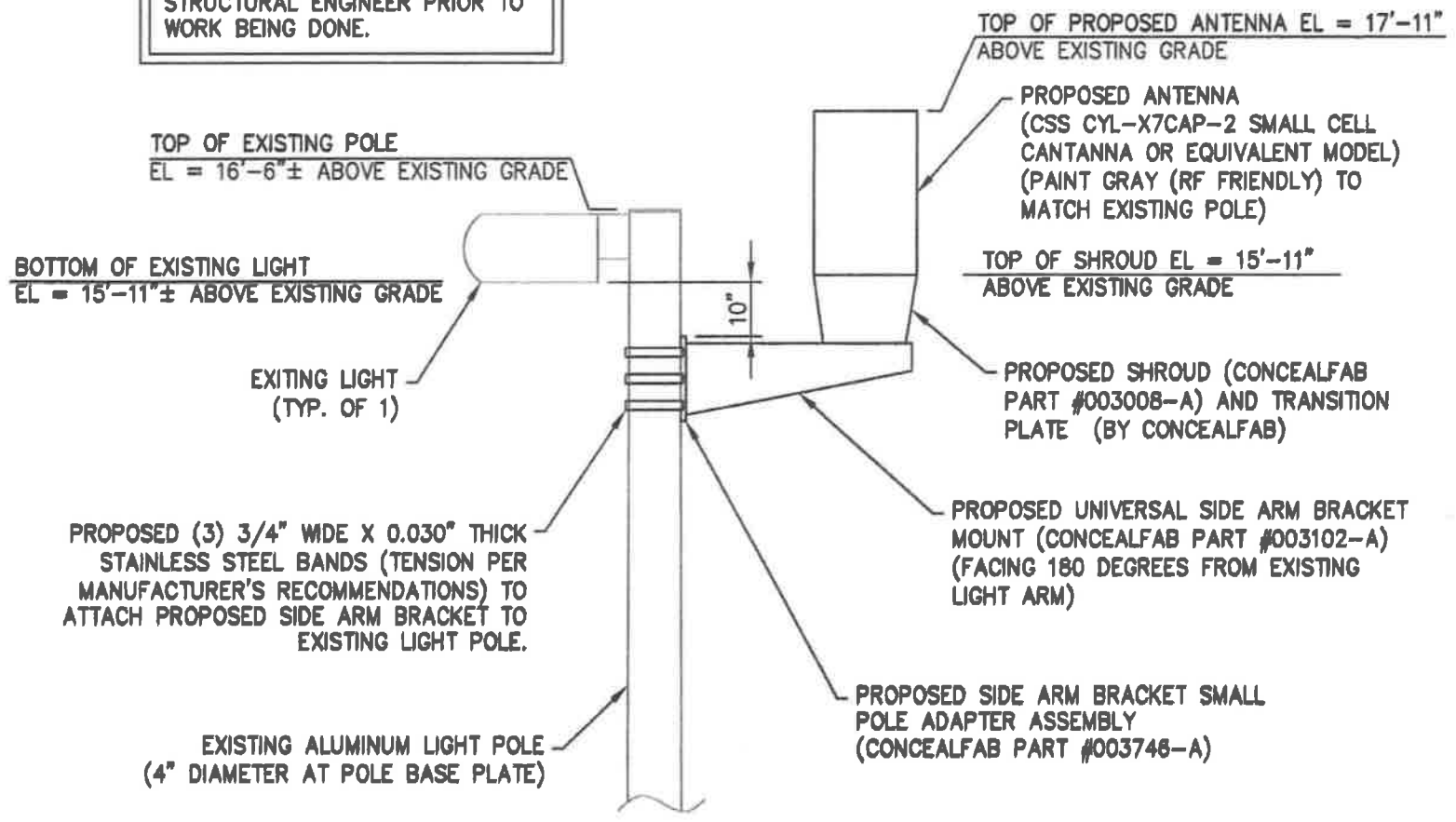
**N COURTLAND ST STROUDSBURG 2**  
**SMALL CELL NEW BUILD**  
 MONROE COUNTY E STROUDSBURG BOROUGH

**Integrated Engineering Solutions, Inc.**  
 251 South Housch Road, Harrisburg, PA 17109  
 T: 717-665-6964 F: 717-665-6414  
 www.IES-inc.com



ANY CHANGES TO WHAT IS SHOWN ON THESE DETAILS MUST BE REVIEWED BY A PROFESSIONAL STRUCTURAL ENGINEER PRIOR TO WORK BEING DONE.

**NOTE:**  
ALL CONCEALFAB PARTS TO BE GRAY COLOR.



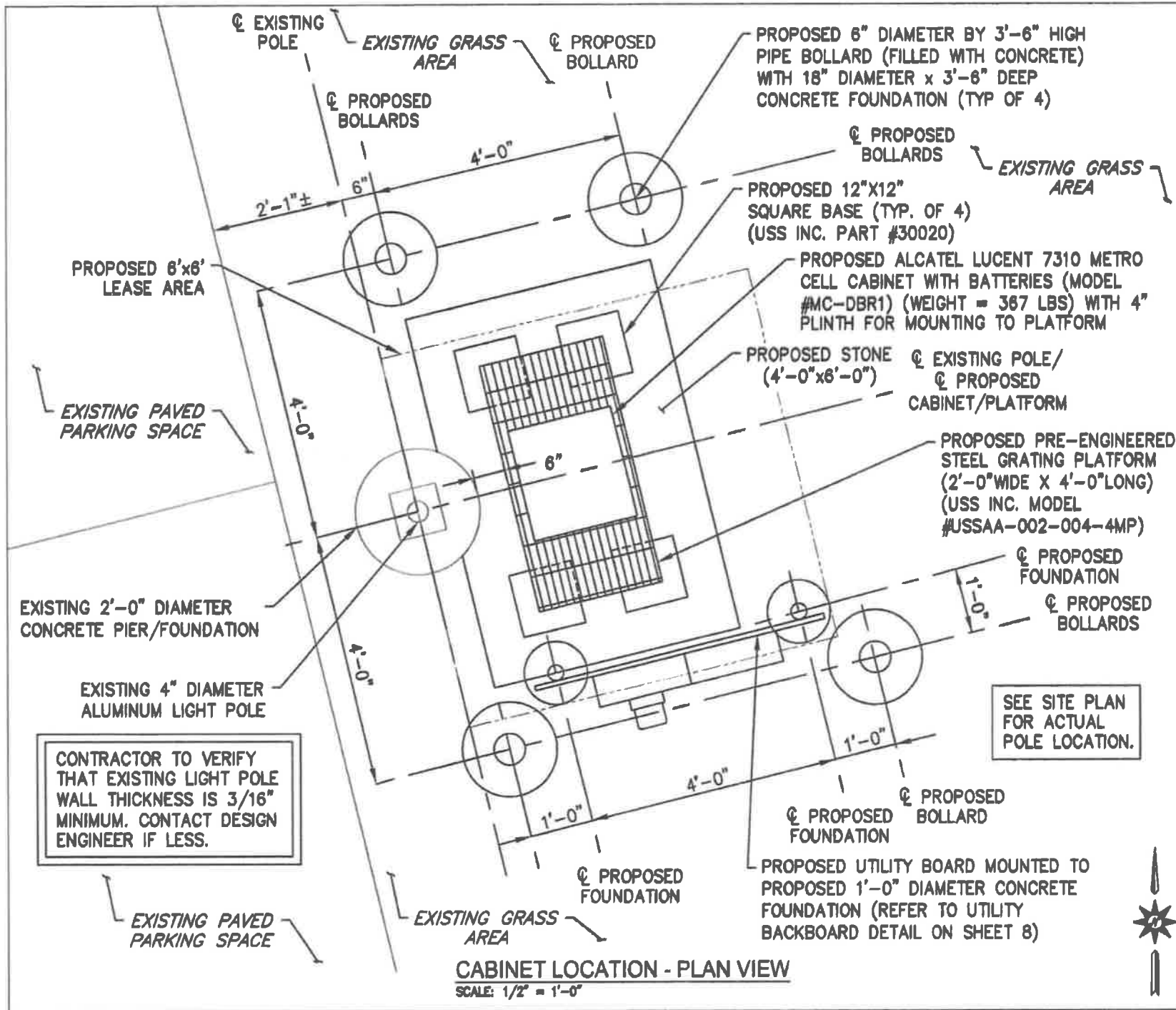
**PROPOSED ANTENNA MOUNT**  
SCALE: 1/2" = 1'-0"

Proj. No. 11040/557  
Date: 04/10/2015  
**EXHIBIT A**  
SHEET 4 OF 8

**N COURTLAND ST STROUDSBURG 2**  
**SMALL CELL NEW BUILD**  
MONROE COUNTY  
E STROUDSBURG BOROUGH

**Integrated Engineering Solutions, Inc.**  
251 South Housick Road, Harrisburg, PA 17109  
T: 717-665-6668 F: 717-665-5414  
www.IES-pp.com





Proj. No. 11040557  
 Date: 04/10/2015  
**EXHIBIT A**  
 SHEET 5 OF 8

N COURTLAND ST STROUDSBURG 2  
**SMALL CELL NEW BUILD**  
 MONROE COUNTY  
 E STROUDSBURG BOROUGH

**Integrated Engineering Solutions, Inc.**  
 251 South Houcks Road Harrisburg, PA 17109  
 T: 717-545-2464 F: 717-545-5414  
 www.IES-pa.com

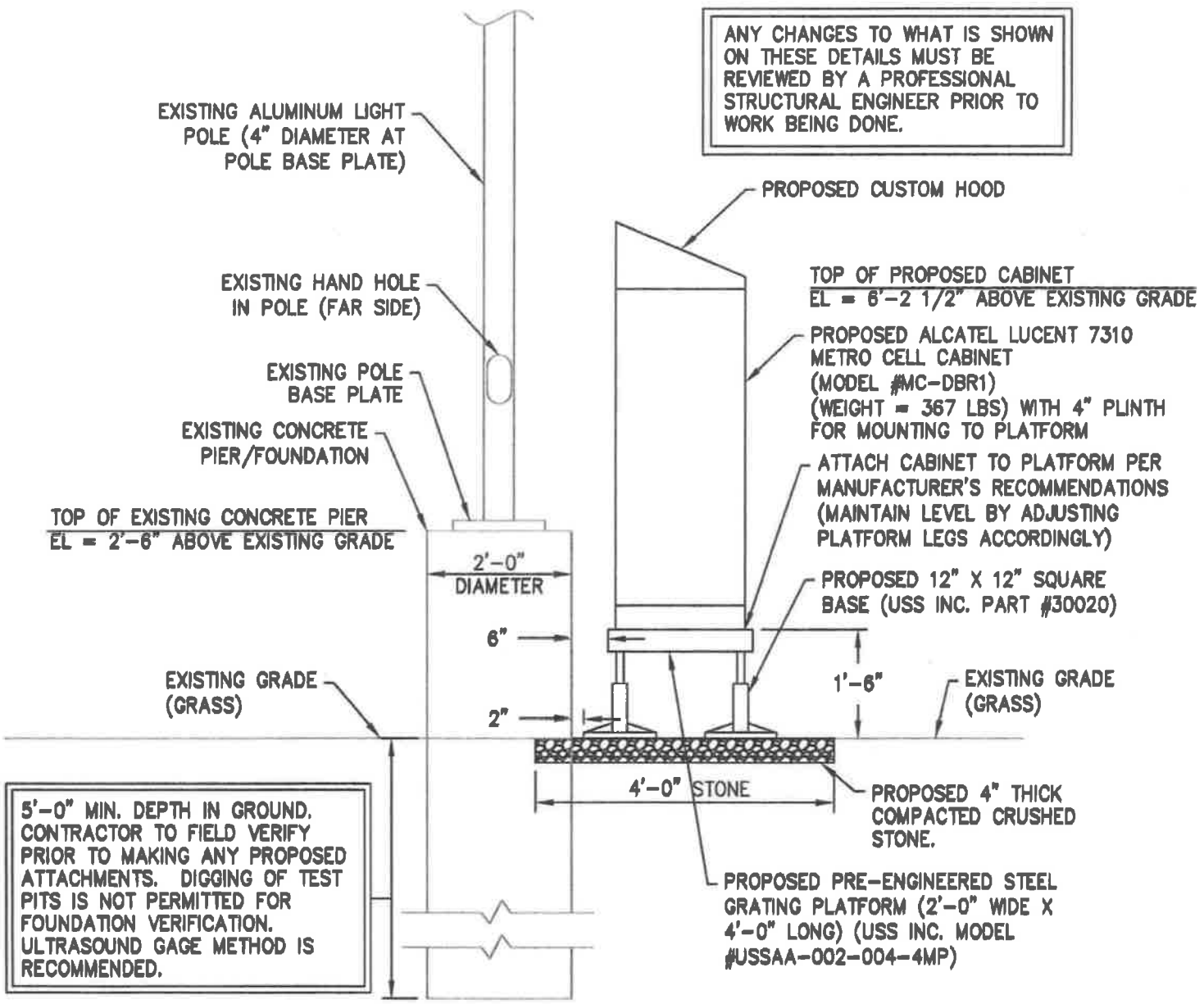



**N COURTLAND ST STROUDSBURG 2**  
**SMALL CELL NEW BUILD**  
 MONROE COUNTY E STROUDSBURG BOROUGH

**Integrated Engineering Solutions, Inc.**  
 251 South Hawks Road Harrisburg, PA 17109  
 T: 717-635-6000 F: 717-635-6444  
 www.IES-inc.com



ANY CHANGES TO WHAT IS SHOWN ON THESE DETAILS MUST BE REVIEWED BY A PROFESSIONAL STRUCTURAL ENGINEER PRIOR TO WORK BEING DONE.

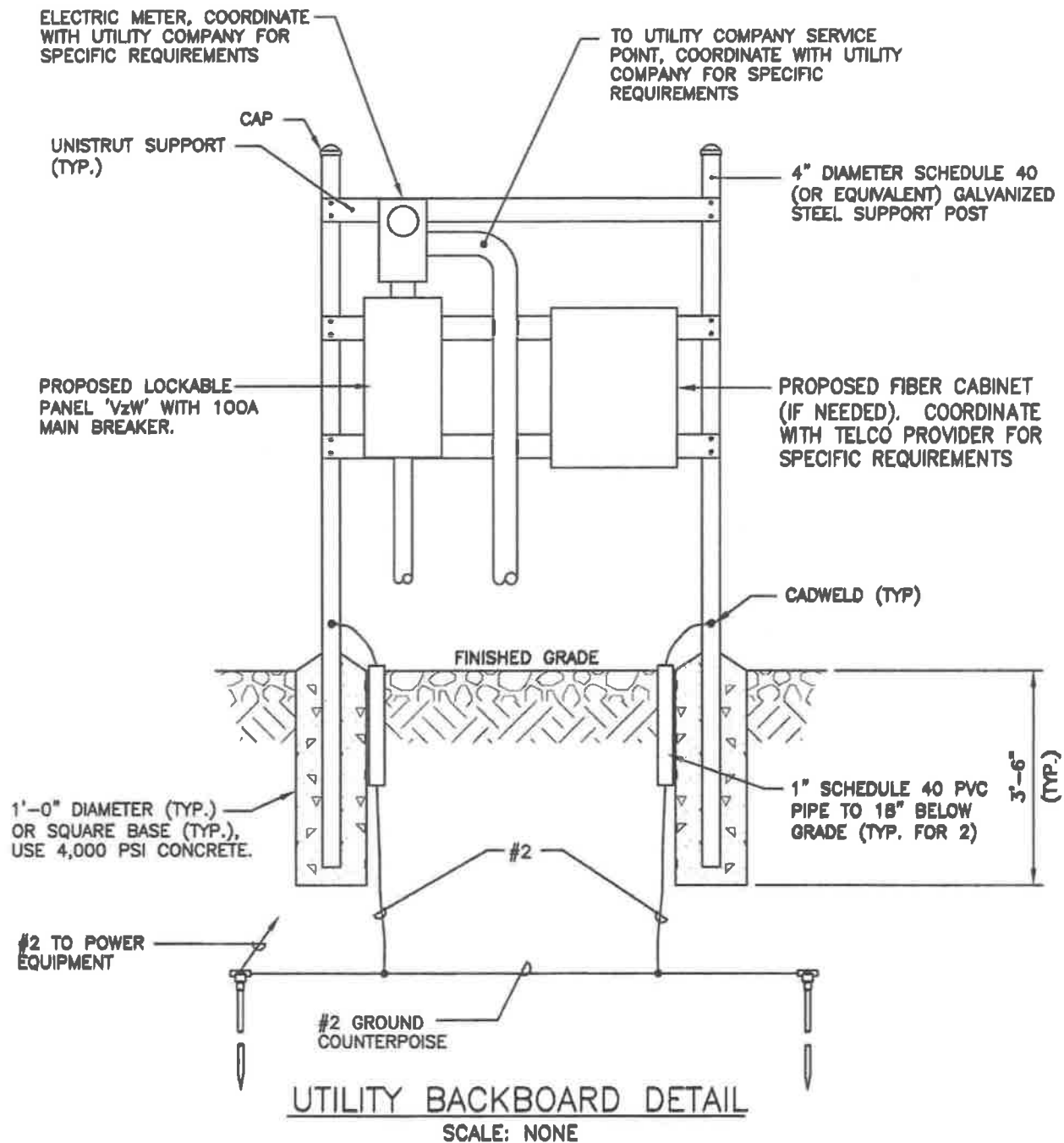


5'-0" MIN. DEPTH IN GROUND. CONTRACTOR TO FIELD VERIFY PRIOR TO MAKING ANY PROPOSED ATTACHMENTS. DIGGING OF TEST PITS IS NOT PERMITTED FOR FOUNDATION VERIFICATION. ULTRASOUND GAGE METHOD IS RECOMMENDED.

NOTE: PIER DIAMETER ASSUMED TO BE SAME UNDERGROUND

**CABINET MOUNT DETAIL**  
 SCALE: 1/2" = 1'-0"





Proj. No. 11040/657

Date: 04/10/2015

**EXHIBIT A**

SHEET 7 OF 8

**N COURTLAND ST STROUDSBURG 2**

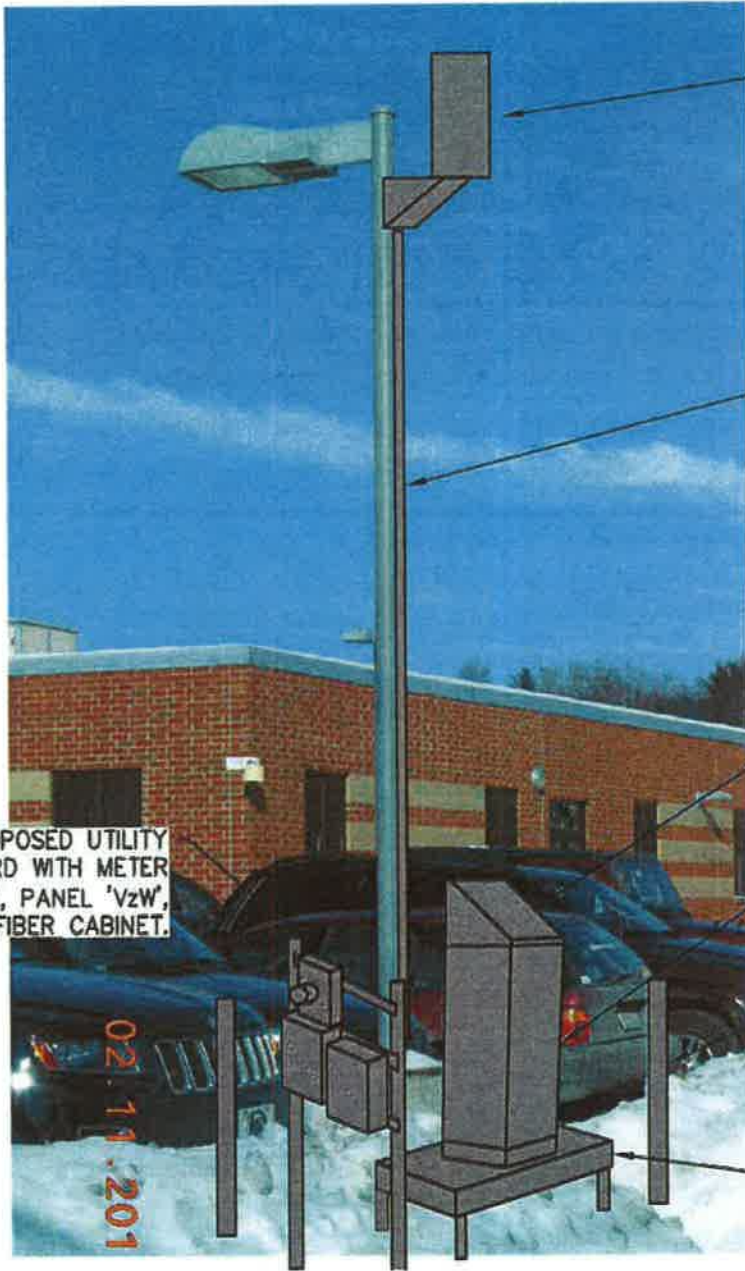
**SMALL CELL NEW BUILD**

MONROE COUNTY E STROUDSBURG BOROUGH

**Integrated Engineering Solutions, Inc.**

251 South Hawks Road, Harrisburg, PA 17110  
 T: 717-645-6464 F: 717-645-6414  
[www.IES-pa.com](http://www.IES-pa.com)





PROPOSED LESSEE ANTENNA ATTACHED TO EXISTING LIGHT POLE. ANTENNA AND BRACKET MOUNT TO BE PAINTED TO MATCH POLE COLOR.

PROPOSED 2½" PVC GRAY CONDUIT FOR ANTENNA/GPS WHIPS.

PROPOSED CUSTOM ANGLED HOOD PIECE TO PREVENT ITEMS FROM BEING PLACED ON TOP OF CABINET.

PROPOSED LESSEE METRO CELL CABINET WITH BATTERIES IN STANDARD GRAY FINISH.

PROPOSED BOLLARD TO PROTECT THE CABINET. (TYP. OF 4) NOT ALL BOLLARDS ARE SHOWN FOR CLARITY.

PROPOSED PRE-ENGINEERED STEEL PLATFORM AT GRADE LEVEL FOR CABINET MOUNTING.

PROPOSED UTILITY BOARD WITH METER BASE, PANEL 'VzW', AND FIBER CABINET.

PROPOSED METRO CELL CABINET MOUNTED AT EXISTING LIGHT POLE

Proj. No. 11040/557

Date: 04/10/2015

**EXHIBIT A**

SHEET 8 OF 8

**N COURTLAND ST STROUDSBURG 2**

**SMALL CELL NEW BUILD**

E STROUDSBURG BOROUGH

MONROE COUNTY

**Integrated Engineering  
Solutions, Inc.**

251 South Heuchs Road Harrisburg, PA 17108  
T: 717-545-5464 F: 717-545-5414  
www.IES-pa.com



## LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 15<sup>th</sup> day of June, 2015, between the East Stroudsburg Area School District, with its principal offices located at 50 Vine Street, East Stroudsburg, PA 18301, hereinafter designated LESSOR and \_\_\_\_\_ d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately thirty-six (36) square feet of space (the "Floor Space") located at 50 Vine Street, East Stroudsburg, PA 18301, (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the light standard sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space needed for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space and the Antenna Space and to all necessary electrical and telephone utility sources; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Property is in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Property, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on

the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of Four Thousand Eight Hundred Dollars (\$4,800.00) to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the East Stroudsburg Area School District and to the attention of the Business Office or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. The LESSEE shall pay the utility directly for its power consumption.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term". The

annual rental will be increased on each anniversary of the Commencement Date at the rate of two (2%) percent of the annual rental for the previous year.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to

property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an

assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Business Manager  
East Stroudsburg Area School District



50 Vine Street  
East Stroudsburg, PA 18301

LESSEE: \_\_\_\_\_  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.



21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

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

Its: \_\_\_\_\_

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

WITNESS

\_\_\_\_\_

**LESSEE:**

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

Its: \_\_\_\_\_

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

WITNESS

\_\_\_\_\_

**EXHIBIT "A"**

**SITE PLAN OF FLOOR SPACE,  
ANTENNA SPACE AND CABLING SPACE**

**East Stroudsburg Area School District**  
**Elementary Schools Student/Teacher Ratios Estimates**  
**2015-2016 School Year**

Bushkill Elementary								
Grade Level	2014-15 Students 6/1/15	2014-15 Actual Class Size	2015-16 Students Projected	Class Size Scenario (K-1=22, 2-5=27)	Current Staffing Levels	2015-16 Teachers Est.	Projected Staffing Levels 2015-16	2015-2016 Projected Class Size
K	66	22.00	30	22	3	1.36	2	15.00
Grade 1	64	21.33	66	22	3	3.00	3	22.00
Grade 2	65	21.67	65	27	3	2.41	3	21.67
Grade 3	72	18.00	65	27	4	2.41	3	21.67
Grade 4	70	23.33	72	27	3	2.67	3	24.00
Grade 5	95	23.75	70	27	4	2.59	3	23.33
Totals	432	21.60	368	152	20	14.44	17	21.65

Middle Smithfield Elementary								
Grade Level	2014-15 Students 6/1/15	2014-15 Actual Class Size	2015-16 Students Projected	Class Size Scenario (K-1=22, 2-5=27)	Current Staffing Levels	2015-16 Teachers Est.	Projected Staffing Levels 2015-16	2015-2016 Projected Class Size
K	79	19.75	51	22	4	2.32	3	17.00
Grade 1	88	22.00	80	22	4	3.64	4	20.00
Grade 2	84	21.00	88	27	4	3.26	4	22.00
Grade 3	78	26.00	83	27	3	3.07	4	20.75
Grade 4	98	24.50	78	27	4	2.89	3	26.00
Grade 5	98	24.50	97	27	4	3.59	4	24.25
Totals	525	22.83	477	152	23	18.77	22	21.68

East Stroudsburg Elementary								
Grade Level	2014-15 Students 6/1/15	2014-15 Actual Class Size	2015-16 Students Projected	Class Size Scenario (K-1=22, 2-5=27)	Current Staffing Levels	2015-16 Teachers Est.	Projected Staffing Levels 2015-16	2015-2016 Projected Class Size
K	80	20.00	64	22	4	2.91	4	16.00
Grade 1	94	18.80	82	22	5	3.73	4	20.50
Grade 2	107	21.40	94	27	5	3.48	4	23.50
Grade 3	102	20.40	110	27	5	4.07	5	22.00
Grade 4	119	23.80	102	27	5	3.78	4	25.50
Grade 5	132	26.40	121	27	5	4.48	5	24.20
Totals	634	21.86	573	152	29	22.45	26	22.04

**East Stroudsburg Area School District**  
**Elementary Schools Student/Teacher Ratios Estimates**  
**2015-2016 School Year**

Resica Elementary								
Grade Level	2014-15 Students 6/1/15	2014-15 Actual Class Size	2015-16 Students Projected	Class Size Scenario (K-1=22, 2-5=27)	Current Staffing Levels	2015-16 Teachers Est.	Projected Staffing Levels 2015-16	2015-2016 Projected Class Size
K	86	21.50	56	22	4	2.55	3	18.67
Grade 1	85	21.25	86	22	4	3.91	4	21.50
Grade 2	103	25.75	84	27	4	3.11	4	21.00
Grade 3	88	22.00	104	27	4	3.85	5	20.80
Grade 4	87	21.75	88	27	4	3.26	4	22.00
Grade 5	84	21.00	87	27	4	3.22	4	21.75
Totals	533	22.21	505	152	24	19.90	24	21.04

J. M. Hill Elementary								
Grade Level	2014-15 Students 6/1/15	2014-15 Actual Class Size	2015-16 Students Projected	Class Size Scenario (K-1=22, 2-5=27)	Current Staffing Levels	2015-16 Teachers Est.	Projected Staffing Levels 2015-16	2015-2016 Projected Class Size
K	81	20.25	45	22	4	2.05	3	15.00
Grade 1	84	21.00	78	22	4	3.55	4	19.50
Grade 2	68	22.67	78	27	3	2.89	4	19.50
Grade 3	77	25.67	63	27	3	2.33	3	21.00
Grade 4	78	26.00	70	27	3	2.59	3	23.33
Grade 5	62	20.67	68	27	3	2.52	3	22.67
Totals	450	22.50	402	152	20	15.92	20	20.10

Smithfield Elementary								
Grade Level	2014-15 Students 6/1/15	2014-15 Actual Class Size	2015-16 Students Projected	Class Size Scenario (K-1=22, 2-5=27)	Current Staffing Levels	2015-16 Teachers Est.	Projected Staffing Levels 2015-16	2015-2016 Projected Class Size
K	59	19.67	33	22	3	1.50	2	16.50
Grade 1	56	18.67	61	22	3	2.77	3	20.33
Grade 2	49	24.50	56	27	2	2.07	3	18.67
Grade 3	58	19.33	48	27	3	1.78	2	24.00
Grade 4	53	26.50	58	27	2	2.15	3	19.33
Grade 5	65	21.67	53	27	3	1.96	2	26.50
Totals	340	21.25	309	152	16	12.24	15	20.60

**East Stroudsburg Area School District**  
**Elementary Schools Student/Teacher Ratios Estimates**  
**2015-2016 School Year**

All Elementary								
Grade Level	2014-15 Students 6/1/15	2014-15 Actual Class Size	2015-16 Students Projected	Class Size Scenario (K-1=22, 2-5=27)	Current Staffing Levels	2015-16 Teachers Est.	Projected Staffing Levels 2015-16	2015-2016 Projected Class Size
K	451	20.50	279	22	22	12.68	17	16.41
Grade 1	471	20.48	453	22	23	20.59	22	20.59
Grade 2	476	22.67	465	27	21	17.22	22	21.14
Grade 3	475	21.59	473	27	22	17.52	22	21.50
Grade 4	505	24.05	468	27	21	17.33	20	23.40
Grade 5	536	23.30	496	27	23	18.37	21	23.62
<b>Totals</b>	2914	22.08	2634	152	132	103.72	124	21.24

LAW OFFICES  
**THOMAS F. DIRVONAS**  
11 NORTH EIGHTH STREET  
STROUDSBURG, PENNSYLVANIA 18360-1717

THOMAS F. DIRVONAS  
CHRISTOPHER S. BROWN

(570) 421-5653  
FAX (570) 421-0816

June 5, 2015

Sharon S. Laverdure, Superintendent  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

Re: 2015-2016 and 2016-2017 Retainer Agreement

Dear Sharon:

Pursuant to your request, I am enclosing a proposed Retainer Agreement for the 2015-2016 and 2016-2017 fiscal years. As we have discussed, we have made this a two (2) year Agreement in an attempt to help assure a smooth transition of superintendents which will occur on July 1, 2016.

The services portion of the Agreement has not changed from the previous Agreement which was in effect from July 1, 2012 through June 30, 2015 with the current year being an option year.

We are requesting that the annual retainer amount be increased from \$35,000.00 to \$42,000.00 and that the hourly rate for non-retainer work be increased from \$130.00 per hour to \$150.00 per hour for the term of the new Agreement. These increases are being requested for two (2) primary reasons:

1. Our records indicate that we have neither requested nor received an increase in either the annual retainer or hourly rate since the 2006-2007 fiscal year, largely due to our consideration of the school district's budget.
2. These increases bring us more in line with retainer amounts and rates being charged by other local school district solicitors, although both the retainer and the hourly rate remain substantially less than those charged to neighboring school districts by their solicitors, and the hourly rate is markedly less than the rates which we charge to private clients.

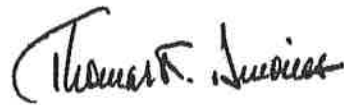
We look forward to working with the District.



Sharon S. Laverdure, Superintendent  
East Stroudsburg Area School District  
June 5, 2015  
Page Two

Please contact me with any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas F. Dirvonas". The signature is written in a cursive style with a large initial 'T'.

Thomas F. Dirvonas

TFD:mr  
Enclosure  
cc: Jeffrey Bader (w/enclosure)

**AGREEMENT MADE BETWEEN  
EAST STROUDSBURG AREA SCHOOL DISTRICT AND  
THOMAS F. DIRVONAS, 11 NORTH EIGHTH STREET  
STROUDSBURG, PENNSYLVANIA  
SOLICITOR**

---

**AGREEMENT MADE THIS** \_\_\_\_\_ day of June, 2015, between THOMAS F. DIRVONAS, an attorney licensed to practice law in the Commonwealth of Pennsylvania, with offices at 11 North Eighth Street, Stroudsburg, Pennsylvania (hereinafter called "Solicitor"); and the EAST STROUDSBURG AREA SCHOOL DISTRICT, with offices at 50 Vine Street, East Stroudsburg, Pennsylvania (hereinafter called "School District").

**WHEREAS**, Thomas F. Dirvonas is currently the appointed Solicitor for the School District; and

**WHEREAS**, the School District wishes to retain the services of said Thomas F. Dirvonas as Solicitor for the 2015-2016 fiscal year and for the 2016-2017 fiscal year.

**NOW, THEREFORE**, it is agreed that:

1. The above-named Solicitor will perform routine legal services for the sum of FORTY-TWO THOUSAND (\$42,000.00) DOLLARS, as retainer for the fiscal year 2015-2016, which began July 1, 2015 and ends June 30, 2016 and for the sum of FORTY-TWO THOUSAND (\$42,000.00) DOLLARS for the fiscal year which begins July 1, 2016 and ends June 30, 2017.

2. Said retainer services shall include attending school board meetings, routine legal advice and opinions, attending routine conferences and meetings as required, preparation or review of routine contracts and resolutions and other routine services.

3. Said retainer services shall not include required time for the following work: preparation for arbitrations, hearings and litigation and/or conducting said arbitrations, hearings and litigation, as well as trials and appeals; title searches; bond issues and other financing; construction matters and Authority work; conveyancing; teacher

and service personnel negotiations and related labor matters and substantial work for preparation for same; preparation of tax resolutions; other legal services requiring a substantial amount of time over and above routine items. Separate billings will be made for these items as non-retainer items.

4. The Solicitor shall make monthly billings for retainer and non-retainer services and for reimbursement of out-of-pocket expenses. Non-retainer items shall be billed at the hourly rate of \$150.00 per hour or as otherwise agreed upon. In this regard:

A. It is acknowledged that the District has engaged, and shall continue to engage additional attorneys or law firms specializing in specific or particular areas of legal practice upon terms to be agreed upon. Examples of such areas of specialization include, but are not limited to, collective bargaining, construction issues and litigation, special education and workers compensation. In such instances, the District will be expected to retain independent counsel, provided that the Solicitor declines to represent the District, and that the District agrees to pay the fees for such counsel.

B. With regard to future bond issues, the parties agree that the fee to be paid to the Solicitor shall be a minimum of \$5,000.00 and shall not exceed a maximum of one-half (1/2) or fifty (50%) percent of the fee charged by bond counsel for the issue. The District and Solicitor shall consider the nature and amount of the particular bond issue and the final determination of the Board as to the amount of the fee shall be controlling.

5. It is agreed that Thomas F. Dirvonas shall be primarily responsible for the performance of the legal services required, but that he may utilize the assistance of other attorneys with whom he may become associated in properly serving the School District. At least one additional attorney shall be employed by the Solicitor's law firm to assist the Solicitor in providing legal services to the District.

**IN WITNESS WHEREOF**, Thomas F. Dirvonas has executed this Agreement and the School District has caused this Agreement to be signed by its President and attested by its Secretary the day and year first above written.

\_\_\_\_\_  
Thomas F. Dirvonas, Solicitor

**ATTEST:**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

\_\_\_\_\_  
Patricia Rosado, Secretary

By: \_\_\_\_\_  
William Searfoss, President



## East Stroudsburg University

200 Prospect Street  
East Stroudsburg, PA 18301

Office of the Dean  
College of Education

March 5, 2015

**To: Ken Long**

**Re: Prek-12 Educator Tuition Program [P.E.T. Program]**

Please consider this proposal for the implementation of the **Prek-12 Educator Tuition Program [P.E.T. Program]** with school districts throughout our region. The implementation of this direct-billing program will (a) streamline the enrollment/billing process for educators and, consequently, increase the number of teachers choosing ESU, (b) directly bill school districts for tuition, thereby solving the “*reimbursement conundrum*” that has plagued us for years, and (c) strengthen, through a mutually beneficial agreement, ESU’s relationship with school districts and educators throughout our region.

### **The Problem:**

The vast majority of professional contracts for practicing teachers include some form of tuition reimbursement. The process for reimbursing tuition for these teachers, however, is time-consuming. The process is generally as such:

1. The teacher submits an “Approval to Take a College Course” form at his/her district.
2. The teacher pays tuition and related fees to ESU.
3. At the conclusion of the course, the teacher submits to his/her principal a receipt indicating a zero balance for tuition and an official grade for the course.
4. These documents are then forwarded to the district’s central administration for approval to release funds.
5. These documents are then forwarded to the district’s school board for approval to release funds.
6. These documents are then forwarded to the district’s business office to actually release the funds.

Due to the time-consuming nature of this process, teachers who wish to take a course the following semester generally wait until the very last minute to enroll or, they skip a semester altogether because they can’t afford to “front” two semester’s worth of tuition while waiting for their reimbursement check. Other teachers may be less inclined to even take courses due to the cumbersome nature of this process.

As such, many post-baccalaureate courses are canceled (due to low enrollment) that would otherwise run. Additionally, teachers are often less likely to take courses at all due to the nature of the reimbursement process.

**The Solution:**

I propose that East Stroudsburg University establish a direct billing agreement with regional school districts. We'll call it the **Prek-12 Educator Tuition Program [P.E.T. Program]**

In signing up for the **P.E.T. Program**, via a Memorandum of Understanding (attached), school districts will receive a 10% reduction (below in-state rates) for tuition. East Stroudsburg University would realize an increase in post-baccalaureate enrollment in the College of Education and witness more consistent and timely enrollment in our post-baccalaureate programs. With The **P.E.T. Program** the process of billing for tuition is as follows:

1. The teacher submits an approval form (attached) to his/her district (as such, the district still holds the throttle on the number of teachers taking courses) and submits the signed form to ESU's Graduate School Coordinator.
2. The teacher pays related fees only (not course tuition).
3. A list of participating districts along with their participants is submitted to the Comptroller's office by the Graduate School Coordinator.
4. At the conclusion of the semester the Comptroller is notified of the final grades for all participants by the Graduate School Coordinator.
5. All districts are billed directly for tuition of the teachers who scored a grade of B or higher. Since school districts' contracts vary for reimbursement when educators scores below a grade of B, all teachers who **do not** score a grade of B or higher are billed directly (via deferred billing) **at the regular tuition rate.**
6. Districts must pay ESU directly within 45 business days of the close of each semester.

As such, with the direct-billing of the **P.E.T. Program**, teachers do not have to wait for reimbursement to enroll in subsequent courses. The process is streamlined and, since teachers do not have to "front" money, they will be more inclined to take courses at East Stroudsburg University in comparison to our competitors.

Thank you for your time and consideration of this exciting proposal.

**Terry R. Barry Ed.D.**  
**Interim Dean**  
**College of Education**  
**East Stroudsburg University**

# Memorandum of Understanding

Between

## East Stroudsburg University

200 Prospect Street  
East Stroudsburg, PA 18301-2999

and

(Partner School District)

This Memorandum of Understanding (MOU) sets forth the terms and understanding between East Stroudsburg University and the (partner) For the **PreK-12 Educator Tuition Program [P.E.T. Program]**

### Background

Ensuring that all Pennsylvania children receive the high quality education that they deserve requires an effective teacher in every classroom and school and district leadership that is focused on raising achievement. The Commonwealth's educators – from the classroom teacher to the district superintendent – are the most important components of Pennsylvania's strategy for education success. As professionals in an ever-changing society, the state's educators are required to continuously upgrade their knowledge and skill set. Pennsylvania's professional development law, known as Act 48 of 1999, requires educators to engage in state-approved professional development activities throughout their professional career. East Stroudsburg University's (ESU) College of Education post-baccalaureate programs offer practicing educators a variety of innovative, research-based professional development opportunities that meet the requirements of Act 48. Practicing educators can choose from ESU's M.Ed. programs, Certificate programs, Instructional Endorsement programs, or Educator Workshops to enhance their skills as a professional educator in the Commonwealth.

### Purpose

The purpose of this MOU is to establish a direct-billing program with school districts. The goals of this program are to (1) Provide a 10% tuition reduction (below in-state rate) for participating school districts, (2) streamline ESU's enrollment procedures for educators whose employing district participate in this program, and (3) streamline billing procedures for ESU and participating school districts.

**The above goals will be accomplished by undertaking the following activities:**

- (1) Participating school districts will approve educators to enroll in ESU post-baccalaureate courses following their normal district policy.
- (2) Educators, from participating school districts, must complete a P.E.T. Program Approval Form (attached) and submit this form to ESU's Graduate Office at least 3 weeks prior to the start of each semester (Graduate Admissions Coordinator).
- (3) The Graduate Admissions Coordinator will maintain a list of all individuals participating in the P.E.T. Program and verify each list with (a designee from) each participating district 2 weeks prior to the start of each semester.
- (4) The Graduate Admissions Coordinator will forward each district's approved, final participant list to ESU's Comptroller prior to the start of each semester.
- (5) The Graduate Admissions Coordinator will forward the final grade for each P.E.T. program participant to the Comptroller's office at the conclusion of each semester.
- (6) The Comptroller will directly bill participating school district for tuition (excluding related fees – e.g. technology fee) for all participants whose final grade is a B or above.
- (7) The Comptroller will directly bill participants if their final grade is not a B or above.
- (8) Participating school districts will submit payment to the Comptroller's office no later than 45 days upon receipt of their bill.

**Responsibility:**

- (1) Following normal school district procedures, participating districts will have full control of the educators approved for the P.E.T. Program (**school district designee**).
- (2) Educators from participating school districts must submit and approved P.E.T. Program form to the Graduate Admissions Coordinator 3 weeks prior to the start of each semester (**Graduate College Coordinator**).
- (3) The Graduate Admissions Coordinator will maintain a list of all individuals participating in the P.E.T. Program and verify each list with (a designee from) each participating district 2 weeks prior to the start of each semester (**Graduate School Coordinator and District Representative**)
- (4) The Graduate Admissions Coordinator will forward each district's approved, final participant list to ESU's Comptroller prior to the start of each semester (**Graduate School Coordinator and Controller**).
- (5) The Graduate Admissions Coordinator will forward the final grade for each P.E.T. program participant to the Comptroller's office at the conclusion of each semester (**Graduate School Coordinator and Controller**).
- (6) The Comptroller will directly bill participating school district for tuition (excluding related fees – e.g. technology fee) for all participants whose final grade is a B or above (**Controller**).
- (7) The Comptroller will directly bill participants if their final grade is not a B or above. (**Controller**).
- (8) Participating school districts will submit payment to the Comptroller's office no later than 45 days upon receipt of their bill (**district designee**).



**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from East Stroudsburg University and (participating district). This MOU shall become effective upon signature by the authorized officials from East Stroudsburg University and (participating district) and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from East Stroudsburg University and (participating district) this MOU shall end on (end date of partnership).

**Contact Information**

- Partner name
- Partner representative
- Position
- Address
- Telephone
- Fax
- E-mail

- Partner name
- Partner representative
- Position
- Address
- Telephone
- Fax
- E-mail

\_\_\_\_\_ Date:  
 (Partner signature)  
 (Partner name, organization, position)

\_\_\_\_\_ Date:  
 (Partner signature)  
 (Partner name, organization, position)

## East Stroudsburg University Pre k – 12 Educator Tuition Program Approval Form



This form is to be used for educators who work in districts who have signed up for ESU's PreK-12 Educator Tuition Program. For more information contact Kevin Quintero:

[kquintero@esu.edu](mailto:kquintero@esu.edu)

Name	District	Building	Subject/Grade
<b>District Billing Address</b>			
<b>Home Billing Address</b>			
Course Code	Course Title	Credits	
<b>Complete forms must be submitted in person to the office of the Graduate Admission Coordinator no less than 3 weeks prior to the start of each semester (Zimbar Hall)</b>			
District Consent	Superintend or Designee Signature/Title/Date	Print Name	
I hereby approve the individual listed on this form to enroll in the P.E.T. Program:			
Participant Consent	Participant Signature/Date	Print Name	
I hereby understand that I will be directly billed for tuition (at the full tuition rate) for the course (listed above) if I do not receive a grade of B or higher.			
Date Received by Graduate Coordinator	Graduate Coordinator's Signature/Date		

*Get References*

*Capital Reserve*

# JERSEY INFRARED CONSULTANTS

P.O. Box 59  
Burlington, NJ 08016  
Phone: (609) 306-1281  
Fax: (609) 307-4574

April 6, 2015

Josh Grice PE, CEM, CCCA,  
D'Huy Engineering, Inc.  
One East Broad Street - Suite 310  
Bethlehem, PA 18018

*Wait for D'Huy Engineering Report!*

Dear Mr. Grice:

RE: QUOTATION FOR INFRARED FLAT ROOF MOISTURE SURVEY  
QUOTATION REFERENCE NUMBER: Q15-0406.1

We are pleased to offer our quotation for the above-referenced project. Jersey Infrared Consultants propose to provide labor, materials, and equipment necessary to perform an Infrared Survey as outlined below.

To perform an Infrared Flat Roof Moisture Survey for D'Huy Engineering, Inc. at the East Stroudsburg Area School District North High School and Lehman Intermediate School facility located on Bushkill Falls Road in Dingmans Ferry, PA. The Survey shall cover approximately 270,000 square feet of smooth, built-up and/or modified-bitumen roof system in a maximum of twenty (20) discrete areas.

LUMP SUM QUOTATION.....\$5395.00

Quotation is based on work being performed during a regular eight-hour, post-sunset shift, Monday through Friday.

Our proposal is based on the following:

- Thermographers are certified to Level 3 in Thermal/Infrared Method in accordance with ASNT document, SNT-TC-1A.
- 100% of the roof surface will be inspected during the survey.
- Invasive verification will be performed on all moisture-damaged areas.
- Procedures followed during the Survey will meet or exceed currently accepted industrial standards.
- 100% of the moisture damaged areas will be recorded and presented in the report.

- Appropriate infrared imagers (long or short-wave ranges) will be used on this project.

The areas of the roof which contain moisture-damaged insulation will be outlined with spray paint on the roof surface and appropriately referenced in the report. Moisture probes will be taken to verify the presence of moisture at no extra charge.

Built-Up Roof System: Jersey Infrared Consultants will perform moisture probes and core samples necessary to provide a complete Infrared Flat Roof Moisture Survey. All work will be performed in accordance with currently accepted industrial practices. D'Huy Engineering, Inc. assume full responsibility for any and all guarantees, warranties and/or bonds that pertain to the roofing system.

Single-Ply Roof System: Jersey Infrared Consultants will perform moisture probes necessary to provide a complete Infrared Flat Roof Moisture Survey. All invasive test sites will be temporarily sealed in accordance with currently accepted industry practices. Permanent repair of these test sites is the responsibility of others and is not included in the above price. D'Huy Engineering, Inc. assume full responsibility for any and all guarantees, warranties and/or bonds that pertain to the roofing system.

Your clear, easy-to-understand report will be provided in a written format as well as electronic. The report will include the following sections:

- Introduction will cover the basic procedures followed and provide information to assist understanding the report.
- Thermographers Comments will detail the site conditions, finding and prognosis for the roof.
- Roof Section Data Sheets will provide specific details of each section of the roof surveyed.
- Each problem area will be documented with its infrared image, control photograph and detailed description including the approximate size.
- The roof drawing will show the location and relative size of each problem area as well as the location and results of any invasive testing conducted.

Evidence of insurance coverage will be made available. Preparation of and/or access to the roof to be surveyed is the customer's responsibility. Please refer to the Required Roof Conditions at the end of this quotation.

Josh Grice PE, CEM, CCCA  
D'Huy Engineering, Inc.  
April 6, 2015

Q15-0406.1

Page 3

Terms: Net 30 days, 1.5% per month service charge added to accounts over 30 days.  
Quotation does not include any applicable state or local taxes, and is good for 60 days.

Invoices are subject to a 3% fuel surcharge.

Typographical and stenographic errors or omissions are subject to correction.

We appreciate this opportunity to extend our quotation, and we look forward to performing our specialized services for your facility in the near future.

Very truly yours,

*Mary Molle*

Mary Molle

Accepted by:

\_\_\_\_\_  
Agent for D'Huy Engineering, Inc.

\_\_\_\_\_  
Date

## **Required Conditions - Infrared Roof Moisture Surveys**

Completely dry roof membrane at sunrise. No ice, snow, or standing water can be present in the areas to be Surveyed.

Mostly sunny day.

Daytime high temperatures of at least 40° F.

Winds of less than 15 mph during daytime hours and during the evening while the Survey is being conducted.

No precipitation on the day of the Survey.

Following these requirements will help to ensure accurate results. They are based upon current industry standards, including those authored by ASTM and Infraspection Institute.

11/2014

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 3 PAGES

*Copy*

TO OWNER East Stroudsburg Area School Dist.  
50 Vine Street  
East Stroudsburg, PA 18301

PROJECT: HVAC Renovations &  
Lighting Upgrades at  
ESSD J.T. Lambert Intermediate School

APPLICATION NO: 8

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 5/31/15

FROM CONTRACTOR:  
Wind Gap Electric, Inc.  
125 West Seventh Street  
Wind Gap, PA 18091

VIA ARCHITECT:  
Strunk-Albert Engineering  
804 Seven Bridge Road  
East Stroudsburg, PA 18301

PROJECT NOS: (JTL) 18613

CONTRACT FOR: Electrical Construction

CONTRACT DATE:

**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	\$	<u>1,000,000.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>1,000,000.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>473,510.00</u>
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	<u>47,351.00</u>
b. % of Stored Material (Column F on G703)	\$	<u>          </u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>47,351.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>426,159.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>345,609.00</u>
8. CURRENT PAYMENT DUE	\$	<u>80,550.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>573,841.00</u>

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: Wind Gap Electric, Inc.

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

State of: Pennsylvania County of: Northampton  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: Phyllis Hill  
My Commission expires: \_\_\_\_\_

**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 ..... \$ \_\_\_\_\_

*(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 with the amount certified.)*

ARCHITECT: Strunk-Albert Engineering

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

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$0.00</b>	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 8

APPLICATION DATE:

PERIOD TO: 5/31/15

In tabulations below, amounts are stated to the nearest dollar.

ARCHITECT'S PROJECT NO: JTL) 18613

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Bond & Insurance	\$23,000.00	23,000.00	0.00		23,000.00	100.00%		
2	Supervision	\$25,000.00	12,000.00	2,000.00		14,000.00	56.00%	11,000.00	
3	Mobilization	\$12,000.00	11,000.00	500.00		11,500.00	95.83%	500.00	
4	Demolition	\$88,000.00	13,000.00	0.00		13,000.00	14.77%	75,000.00	
5	Lamp Recycling	\$10,000.00		0.00				10,000.00	
6	Conduit (Distribution) - M - L	\$10,400.00	9,900.00	0.00		9,900.00	95.19%	500.00	
		\$11,300.00	10,800.00	0.00		10,800.00	95.58%	500.00	
7	Conduit (Branch) - M - L	\$19,000.00	15,000.00	0.00		15,000.00	78.95%	4,000.00	
		\$31,000.00	26,000.00	0.00		26,000.00		5,000.00	
8	Wire (Distribution) - M - L	\$10,000.00	6,000.00	1,000.00		7,000.00		3,000.00	
		\$6,000.00	3,000.00	1,000.00		4,000.00		2,000.00	
9	Wire (Branch) - M - L	\$19,000.00	12,000.00	1,000.00		13,000.00		6,000.00	
		\$67,000.00	27,000.00	4,000.00		31,000.00		36,000.00	
10	Panelboards/Xfmr./Disc. Sw. - M - L	\$26,000.00	25,200.00	0.00		25,200.00		800.00	
		\$36,000.00	34,000.00	0.00		34,000.00		2,000.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 8  
APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 5/31/15

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: JTL) 18613

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
11	Lighting Fixtures - M	\$350,000.00	144,110.00	78,000.00		222,110.00	63.46%	127,890.00	
	- L	\$150,000.00	12,000.00	2,000.00		14,000.00	9.33%	136,000.00	
12	Switches, Receptacles & Plates - M	\$4,000.00						4,000.00	
	- L	\$26,000.00						26,000.00	
13	Lighting Controls - M	\$27,000.00						27,000.00	
	- L	\$42,000.00						42,000.00	
14	Data - M	\$400.00						400.00	
	- L	\$600.00						600.00	
15	Fire Alarm System - M	\$4,400.00						4,400.00	
	- L	\$400.00						400.00	
16	Final Inspections & Commissioning	\$500.00						500.00	
17	Punch List Items	\$500.00						500.00	
18	Close-Out Documents	\$500.00						500.00	
		\$1,000,000.00	\$384,010.00	\$89,500.00		\$473,510.00	47.35%	\$526,490.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



COPY

# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: East Stroudsburg School District  
50 Vine Street

Project: 14165- JT Lambert Intermediate School

Application No.: 12

Distribution to:

Owner

Architect

Contractor

East Stroudsburg, PA 18301

Period To: 5/31/2015

From Contractor: Myco Mechanical, Inc.  
1 N Washington Street  
Telford, PA 18969

Via Architect: Strunk-Albert Engineering  
RD 5 Box 5198 Seven Bridges Rd  
East Stroudsburg PA 18301

Project Nos:

Contract Date: 5/30/2014

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$3,338,500.00
2. Net Change By Change Order .....	\$7,805.87
3. Contract Sum To Date .....	\$3,346,305.87
4. Total Completed and Stored To Date .....	\$2,817,804.96
5. Retainage:	
a. 5.00% of Completed Work	\$140,890.27
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$140,890.27
6. Total Earned Less Retainage .....	\$2,676,914.69
7. Less Previous Certificates For Payments .....	\$2,595,764.85
8. Current Payment Due .....	\$81,149.84
9. Balance To Finish, Plus Retainage .....	\$669,391.18

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: Myco Mechanical, Inc.

By: Brian Myers, President Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: Meaghan Ellis  
My Commission expires: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$81,149.84

(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 with the amount certified.)

ARCHITECT:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$15,092.43	\$7,286.56
Total Approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$15,092.43</b>	<b>\$7,286.56</b>
Net Changes By Change Order	<b>\$7,805.87</b>	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 05/31/15

To: 05/31/15

Architect's Project No.:

Invoice #: 14165 #12

Contract : 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
			1	Bond					
2	Permits	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	896.20
3	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	896.20
4	Submittals	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	896.20
5	Allowance	77,630.00	0.00	0.00	0.00	0.00	0.00%	77,630.00	0.00
6	Pre-Construction Planning	20,000.00	15,000.00	1,000.00	0.00	16,000.00	80.00%	4,000.00	772.15
7	Demo	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
8	Phase 1	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	672.15
9	Phase 2A	4,000.00	2,000.00	0.00	0.00	2,000.00	50.00%	2,000.00	179.24
10	Phase 2B	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
11	Phase 2C	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	179.24
12	Phase 2D	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	179.24
13	Phase 2E	4,000.00	1,320.00	0.00	0.00	1,320.00	33.00%	2,680.00	59.15
14	Phase 3	10,000.00	6,500.00	1,000.00	0.00	7,500.00	75.00%	2,500.00	503.29
15	POD Alt M-4	5,000.00	0.00	2,500.00	0.00	2,500.00	50.00%	2,500.00	125.00
16	HVAC Pipe	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
17	Hanger Material - P-1	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,120.25
18	Hanger Labor - P-1	25,000.00	22,500.00	1,250.00	0.00	23,750.00	95.00%	1,250.00	1,070.72
19	Pipe Material - P-1	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	6,721.50
20	Pipe Labor - P-1	120,000.00	108,000.00	6,000.00	0.00	114,000.00	95.00%	6,000.00	5,201.76
21	Hanger Material - P-2A	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	358.48
22	Hanger Labor - P-2A	8,000.00	1,600.00	1,600.00	0.00	3,200.00	40.00%	4,800.00	151.70
23	Pipe Material - P-2A	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	2,240.50
24	Pipe Labor - P-2A	35,000.00	7,000.00	7,000.00	0.00	14,000.00	40.00%	21,000.00	663.67
25	UG CHW Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	896.20
26	UG CHW Labor	10,000.00	2,000.00	0.00	0.00	2,000.00	20.00%	8,000.00	100.00
27	Hanger Material - P-2B	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	134.43
28	Hanger Labor - P-2B	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
29	Pipe Material - P-2B	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	672.15
30	Pipe Labor - P-2B	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
31	Hanger Material - P-2C	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	134.43
32	Hanger Labor - P-2C	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	134.43

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12  
 Application Date : 05/31/15  
 To: 05/31/15  
 Architect's Project No.:

Invoice # : 14165 #12 Contract : 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G ' C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
33	Pipe Material - P-2C	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00%	0.00	582.53
34	Pipe Labor - P-2C	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	448.10
35	Hanger Material - P-2D	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	313.67
36	Hanger Labor - P-2D	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	313.67
37	Pipe Material - P-2D	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	1,568.35
38	Pipe Labor - P-2D	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00%	0.00	1,254.68
39	Hanger Material - P-2E	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	224.05
40	Hanger Labor - P-2E	5,000.00	1,650.00	850.00	0.00	2,500.00	50.00%	2,500.00	116.44
41	Pipe Material - P-2E	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00%	0.00	1,030.63
42	Pipe Labor - P-2E	18,000.00	5,940.00	3,060.00	0.00	9,000.00	50.00%	9,000.00	419.17
43	Hanger Material - P-3	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	403.29
44	Hanger Labor - P-3	9,000.00	7,200.00	900.00	0.00	8,100.00	90.00%	900.00	573.95
45	Pipe Material - P-3	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	2,464.55
46	Pipe Labor - P-3	40,000.00	30,000.00	4,000.00	0.00	34,000.00	85.00%	6,000.00	2,371.64
47	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
48	Chiller	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	7,500.00
49	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
50	Ice Storage	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	5,000.00
51	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
52	AHU's	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	2,688.60
53	Install Labor	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
54	Existing AHU Refurbish	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,120.25
55	Install Labor	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
56	UV's	390,000.00	390,000.00	0.00	0.00	390,000.00	100.00%	0.00	17,475.90
57	Install Labor	25,000.00	18,750.00	3,750.00	0.00	22,500.00	90.00%	2,500.00	1,320.72
58	UV Shelving	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	448.10
59	Install Labor	5,000.00	3,750.00	750.00	0.00	4,500.00	90.00%	500.00	286.55
60	VAV's	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,344.30
61	Install Labor	5,000.00	1,000.00	0.00	0.00	1,000.00	20.00%	4,000.00	44.81
62	Hot Water Coils - 8	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	1,344.30
63	Install Labor	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
64	Terminal Equipment	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%	0.00	3,584.80

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 05/31/15

To: 05/31/15

Architect's Project No.:

Invoice # : 14165 #12

Contract : 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
65	Install Labor	5,000.00	1,000.00	750.00	0.00	1,750.00	35.00%	3,250.00	87.50
66	Packaged HVAC Units - 2	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	4,266.45
67	Install Labor	4,000.00	0.00	2,000.00	0.00	2,000.00	50.00%	2,000.00	100.00
68	EF's - 1	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	179.24
69	Install Labor	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
70	RF's - 2	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	358.48
71	Install Labor	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
72	Boiler Room Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
73	Pumps & VFD's - 4	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,344.30
74	Expansion Tanks/Air Separators	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	448.10
75	Glycol Feeders - 2	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	224.05
76	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	237.02
77	Glycol	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	0.00
78	Glycol Install Labor	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
79	Sheetmetal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
80	Duct Material - Base Bid	15,000.00	900.00	0.00	0.00	900.00	6.00%	14,100.00	40.33
81	Labor - Base Bid	9,000.00	540.00	0.00	0.00	540.00	6.00%	8,460.00	24.20
82	Duct Material - POD	8,000.00	0.00	4,000.00	0.00	4,000.00	50.00%	4,000.00	200.00
83	Labor - POD	5,000.00	0.00	2,500.00	0.00	2,500.00	50.00%	2,500.00	125.00
84	GRD's	870.00	0.00	0.00	0.00	0.00	0.00%	870.00	0.00
85	GRD Labor	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
86	Tank Removal	34,000.00	34,000.00	0.00	0.00	34,000.00	100.00%	0.00	1,523.54
87	Roofing	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
88	Concrete	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	2,521.64
89	Excavation/Asphalt Patching	55,000.00	44,000.00	0.00	0.00	44,000.00	80.00%	11,000.00	1,971.64
90	Fencing	29,000.00	0.00	0.00	0.00	0.00	0.00%	29,000.00	0.00
91	GC - Bulkhead Work	6,000.00	1,200.00	0.00	0.00	1,200.00	20.00%	4,800.00	53.77
92	Chemical Treatment	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
93	ATC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
94	Engineering/Shop Drawings	49,850.00	49,850.00	0.00	0.00	49,850.00	100.00%	0.00	2,233.78
95	Valves & Dampers	229,250.00	229,250.00	0.00	0.00	229,250.00	100.00%	0.00	10,272.69
96	BAS Material	51,800.00	49,210.00	1,554.00	0.00	50,764.00	98.00%	1,036.00	3,224.71

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12  
 Application Date : 05/31/15  
 To: 05/31/15  
 Architect's Project No.:

Invoice #: 14165 #12 Contract : 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
97	Project Management	47,300.00	28,380.00	4,730.00	0.00	33,110.00	70.00%	14,190.00	1,944.38
98	Install	451,690.00	293,598.50	22,584.50	0.00	316,183.00	70.00%	135,507.00	19,462.66
99	Programming	30,300.00	19,695.00	1,515.00	0.00	21,210.00	70.00%	9,090.00	1,305.58
100	Commissioning	29,850.00	16,417.50	1,492.50	0.00	17,910.00	60.00%	11,940.00	1,018.69
101	Training	9,960.00	0.00	0.00	0.00	0.00	0.00%	9,960.00	0.00
114	Insulation	100,000.00	65,000.00	10,000.00	0.00	75,000.00	75.00%	25,000.00	4,308.85
115	Phase 4	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
116	Balancing	26,000.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	0.00
117	Punchlist	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
118	Closeout Docs	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
119	Training	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
120	CO-1 New Pump pipe packages	10,859.78	7,601.85	0.00	0.00	7,601.85	70.00%	3,257.93	340.64
121	CO-3 Auditorium Changes	-7,286.56	-3,643.28	0.00	0.00	-3,643.28	50.00%	-3,643.28	-163.25
122	CO-4 Blank off excess OA for UV's	4,232.65	3,174.49	634.90	0.00	3,809.39	90.00%	423.26	176.19
<b>Grand Totals</b>		<b>3,346,305.87</b>	<b>2,732,384.06</b>	<b>85,420.90</b>	<b>0.00</b>	<b>2,817,804.96</b>	<b>84.21%</b>	<b>528,500.91</b>	<b>140,890.27</b>

## Contractor's Application For Payment No. 1

To (Owner): East Stroudsburg Area School District	Application Period: 5/20/2015	Application Date: 5/20/2015
Project: Bushkill Elementary School	From (Contractor): C&D Waterproofing Corp	Via (Engineer): D'Huy Engineering, Inc.
Owner's Contract No:	Contract:	Contractor's Project No.: 15-776
		Engineers Project No.: DE# 28702

### APPLICATION FOR PAYMENT

#### Change Order Summary

Approved Change Orders	Number	Additions	Deductions			
				1. ORIGINAL CONTRACT PRICE.....	\$	265,000.00
				2. Net Change by Change Orders.....	\$	0.00
				3. CURRENT CONTRACT PRICES(Line 1+2).....	\$	265,000.00
				4. TOTAL COMPLETED AND STORED TO DATE.....	\$	5,000.00
				(Column F on Progress Estimate)		
				5. RETAINAGE:		
				a. 10% X                      \$5,000.00 Work Completed	\$	500.00
				b. 10% X                      \$0.00 Stored Material	\$	0.00
				c. Total Retainage (Line 5a + Line 5b)	\$	500.00
				6. AMOUNT ELIGIBLE TO DATE ( Line 4 - Line 5c).....	\$	4,500.00
				7. LESS PREVIOUS PAYMENTS(Line 6 - prior Application).....	\$	0.00
				8. AMOUNT DUE THIS APPLICATION.....	\$	4,500.00
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above ).....	\$	280,500.00
<b>Totals</b>						
Net Change By Change Orders						

### CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Application for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 4,500.00  
(Line 8 or other - attach explanation of other amount)

is recommended by Josh Horice JOSH HORICE 5/28/15  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of other amount)

is approved by \_\_\_\_\_  
(Owner) (Date)

Approved by \_\_\_\_\_  
Funding Agency (if applicable) (Date)

Notary Lisa A. Witchey

By Joseph P. [Signature] Date 5-20-15

NOTARIAL SEAL  
LISA A WITCHEY, NOTARY PUBLIC  
SCOTT TOWNSHIP, COLUMBIA COUNTY  
MY COMMISSION EXPIRES DECEMBER 9, 2018

**Progress Estimate**

**Contractor's Application**

For(contract): East Stroudsburg Area S.D. - Bushkill Elementary School					Application Number 1			
Application Period: 5/20/2015					Application Date: 5/20/2015			
A Item		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value	C From Previous Application (C+D)	D This Period	Materials Presently Stored ( not in C or D)	Total Completed and Stored to Date (C+D+E)	% (F) B	Balance to Finish (B-F)
1	PAYMENT & PERFORMANCE BONDS	5,000.00	0.00	5,000.00	0.00	5,000.00	100%	0.00
2	MOBILIZATION / SCAFFOLDING	7,500.00	0.00	0.00	0.00	0.00	0%	7,500.00
3	GENERAL CONDITIONS	20,000.00	0.00	0.00	0.00	0.00	0%	20,000.00
4	GUTTER SYSTEM AND EDGE METAL							
	LABOR	35,000.00	0.00	0.00	0.00	0.00	0%	35,000.00
	MATERIALS	31,000.00	0.00	0.00	0.00	0.00	0%	31,000.00
5	DOWNSPOUTS							
	LABOR	29,000.00	0.00	0.00	0.00	0.00	0%	29,000.00
	MATERIALS	19,000.00	0.00	0.00	0.00	0.00	0%	19,000.00
6	TYPE 1 SNOW GUARD							
	LABOR	9,000.00	0.00	0.00	0.00	0.00	0%	9,000.00
	MATERIALS	8,000.00	0.00	0.00	0.00	0.00	0%	8,000.00
7	TYPE 2 SNOW GUARD							
	LABOR	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00
	MATERIALS	40,000.00	0.00	0.00	0.00	0.00	0%	40,000.00
8	CONCRETE SPLASH BLOCKS	2,850.00	0.00	0.00	0.00	0.00	0%	2,850.00
9	VERTICAL SEALANTS JOINTS/DOWNSPOUTS	6,800.00	0.00	0.00	0.00	0.00	0%	6,800.00
10	MATERIAL ALLOWANCE 1	7,500.00	0.00	0.00	0.00	0.00	0%	7,500.00
11	MATERIAL ALLOWANCE 2	10,350.00	0.00	0.00	0.00	0.00	0%	10,350.00
12	MATERIAL ALLOWANCE 3	3,200.00	0.00	0.00	0.00	0.00	0%	3,200.00
13	MATERIAL ALLOWANCE 4	3,000.00	0.00	0.00	0.00	0.00	0%	3,000.00
<b>Totals</b>		<b>285,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>2%</b>	<b>280,000.00</b>

# MYCO MECHANICAL, INC.

## Additional Authorized Work Recap Sheet

Project: JT Lambert  
 Brief Description: Painting the H&V Unit Curbs to prevent premature rusting

Date: 5/8/2015

**Labor**

	Total Hours/Project Manager	150.00	/Hour	\$0.00
8	Total Hours/Superintendent	63.00	/Hour	\$511.20
	Total Hours/Foreman		/hour	\$0.00
	Total Hours/Plumber		/hour	\$0.00
	Total Hours/Pipefitter	58.90	/Hour	\$0.00
	Total Hours/Sheet Metal Mechanic	49.86	/Hour	\$0.00
8	Total Hours/Apprentice	47.12	/Hour	\$376.96
	Total Hours/Laborer	39.91	/Hour	\$0.00
	Total Hours/Equipment Operator	57.92	/Hour	\$0.00
	Total Hours/Truck Driver	50.00	/Hour	\$0.00
	Total Hours/Clerk		/hour	\$0.00
1	Total Cost of Base Rates			\$888.16
2	Co. & Compulsory Benefits & Taxes	39.06%		\$346.92
3	Labor Cost			\$1,235.08
4	Total Labor Cost * X% Overhead			\$0.00
			Sub Total	\$1,235.08
5	Total Labor Cost * X% Profit	15.00%		\$185.26
6	Total Labor Cost			<b>\$1,420.34</b>

**Material**

	7a Material Costs - Rust Resistant Primer			\$75.00
	7b Material Costs - Exterior Oil Based Enamel			\$100.00
8	Sales Tax	6.00%		\$10.50
9	Material Costs			\$185.50
10	Material Costs * X% Markup	10.00%		\$18.55
11	Total Material Cost			<b>\$204.05</b>

**Equipment and Tool Rental**

	12 Equipment and Tool Rental (crane, lifts)			\$0.00
	13 Direct Job Expenses			\$0.00
	14 Total Equipment and Tool Rental			<b>\$0.00</b>

**Subcontractors**

	15 Subcontractors			\$0.00
	16 Subcontractor Cost * X% Markup	5.00%		\$0.00
	17 Total Subcontractor Costs			<b>\$0.00</b>

**Summary**

	18 Add Lines (6+11+14+17) Subtotal			<b>\$1,624.39</b>
	19			\$0.00
	20			\$40.61
	20 Bonds and Insurance Costs	2.50%		\$40.61

**Total Proposal Amount**

**\$1,665.00**

An additional \_\_\_\_\_ day(s) will be required on contract time for this proposal.  
 Prices are subject to change if not accepted within 30 day(s).

Tim Meyer	5/8/2015		
Submitted By	Date	Accepted By	Date